



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JULY 06, 2020
7:00 PM AT CITY HALL VIA VIDEO CONFERENCE**

To protect against the spread of the COVID-19, the meeting will be held via video conference. The public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

Call to Order by the Mayor

Roll Call

Approval of Minutes

- 1. Regular Meeting of June 15, 2020.

Agenda Revisions

Special Order of Business

- 2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Seal Coat Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 19, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Seal Coat Project.
- 3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Clay Street Park Water Quality Improvements Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 19, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Clay Street Park Water Quality Improvements Project.

4. Public hearing on the FFY20 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding.

a) Receive and file proof of publication of notice of hearing. (Notice published June 22, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and authorizing submission of the FFY20 Annual Action Plan for Community Block Grant (CDBG) & HOME Program funding.

5. Public hearing on a proposed Agreement for Private Development with Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company.

a) Receive and file proof of publication of notice of hearing. (Notice published June 19, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and authorizing execution of an Agreement for Private Development with Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company.

6. Public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street.

a) Receive and file proof of publication of notice of hearing. (Notice published June 23, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance amending Section 26-118 of the Code of Ordinances by removing property located east of Union Road and north of West 27th Street from the R-1 Residence District and A-1 Agricultural District, to the RP Planned Residence District, upon its first consideration.

7. Public hearing on the proposed vacation of a portion of existing storm sewer easement located on Lot 1, Block 17, Original Plat (312 West 1st Street).

a) Receive and file proof of publication of notice of hearing. (Notice published June 19, 2020)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution vacating a portion of an existing storm sewer easement on Lot 1, Block 17, Original Plat; and rescinding Resolution #21,932.

Old Business

8. Renew reconsideration of Resolution #21,985, approving and authorizing execution of an Agreement with Perkins & Will relative to developing a Resilience Plan for the City of Cedar Falls, due to absence of a Councilmember.

New Business

Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

9. Receive and file a proclamation recognizing July 11, 2020 as 1-133d Infantry Regiment - Ironman Battalion Day.
10. Receive and file the Committee of the Whole minutes of June 15, 2020 relative to the following items:
 - a) Planning & Zoning Commission Interview - Dale Schrad.
 - b) High School site.
 - c) River Place Development Agreement & Downtown Parking.
 - d) Cash Management Report.
 - e) Bills & Payroll.
11. Receive and file the City Council Work Session minutes of June 22, 2020 relative to the following items:
 - a) Response to Resistance (Use of Force) Presentation.
 - b) Use of Force discussion and consensus building by City Council.
12. Receive and file Departmental Monthly Reports of May 2020.
13. Approve the following applications for beer permits and liquor licenses:
 - a) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - renewal.
 - b) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
 - c) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
 - d) The Other Place, 2214 College Street, Class C liquor - renewal.
 - e) B & B West, 3105 Hudson Road, Class E liquor - renewal.

Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

14. Resolution approving and adopting certain revised Personnel Policies.
15. Resolution approving and adopting the City's FY21 Payroll Resolution.
16. Resolution approving and authorizing a form of Loan Agreement; and authorizing and providing for the issuance of \$3,430,000 General Obligation Loan Notes, Series 2020 and levying a tax to pay said bonds; and approving the Tax Exemption Certificate and Continuing Disclosure Certificate.
17. Resolution approving the recommendation of the Director of Public Safety Services and City Administrator by appointing Craig Berte as Acting Police Chief.
18. Resolution approving and authorizing execution of an Agreement for Painting Services with Pospisil Painting, Inc. relative to sandblasting and painting three pools at the Falls Aquatic Center.
19. Resolution approving and authorizing execution of a lease relative to property vacated by the 2008 flood buyout programs.

- [20.](#) Resolution approving and authorizing execution of an Agreement for Elevator Maintenance with O'Keefe Elevator Company, Inc. relative to elevator maintenance services for city-owned elevators from August 1, 2020 thru July 31, 2023.
- [21.](#) Resolution approving and authorizing execution of an Access Agreement for Solid Waste Collection Services with Hanna Park Condominiums Owners' Association relative to garbage, yard waste and refuse services.
- [22.](#) Resolution approving and authorizing execution of a Contracted Education Proposal with Hartman Reserve Nature Center relative to providing public outreach and educational programs from July 1, 2020 thru June 30, 2023 related to improving water quality and stormwater runoff.
- [23.](#) Resolution approving and authorizing execution of an Agreement for a Surface Transportation Block Grant (STBG) Program Federal-aid Swap Project with the Iowa Department of Transportation relative to the Cedar Heights Drive Reconstruction Project.
- [24.](#) Resolution approving and authorizing execution of an Agreement for the Traffic Safety Improvement (TSIP) Program Funding with the Iowa Department of Transportation relative to the Cedar Heights Drive Reconstruction Project.
- [25.](#) Resolution approving and authorizing execution of fourteen Owner Purchase Agreements and two Tenant Purchase Agreements, and approving and accepting fourteen Temporary Construction Easements, in conjunction with the Cedar Heights Drive Reconstruction Project.
- [26.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Panther Farms, LLC relative to a post-construction stormwater management plan for Prairie Winds 5th Addition.
- [27.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Panther Farms, LLC relative to the final plat of Prairie Winds 5th Addition.
- [28.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with White Coat Series II, LLC relative to a post-construction stormwater management plan for Pheasant Hollow Seventh Addition.
- [29.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with White Coat Series II, LLC relative to the final plat of Pheasant Hollow Seventh Addition.
- [30.](#) Resolution approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the West 27th Street Reconstruction Project.
- [31.](#) Resolution approving a revised Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of convenience store/gas station/automobile service station to be located on Lot 2, Gateway Business Park at Cedar Falls I.
- [32.](#) Resolution approving the preliminary plat of Immanuel Evangelical Lutheran Church Addition.
- [33.](#) Resolution approving the final plat of Immanuel Evangelical Lutheran Church Addition.
- [34.](#) Resolution approving a Mixed Use (MU) Residential Zoning District site plan for expansion of a parking lot located at 4820 Oster Parkway.
- [35.](#) Resolution approving the final plat of Prairie Winds 5th Addition.
- [36.](#) Resolution approving the final plat of Pheasant Hollow Seventh Addition.

Ordinances:

- [37.](#) Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Human Resources Division within the Department of Finance and Business Operations, upon its first consideration.

Allow Bills and Payrolls

City Council Referrals

City Council Updates

Staff Updates

Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 15, 2020
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:05 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, Kruse, Harding, Darrah, Sires, Taiber. Absent: deBuhr.
- 52854 - It was moved by Harding and seconded by Kruse that the minutes of the Regular Meeting of June 1, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52855 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen announced that Executive Session would be considered prior to Public Forum.
- 52856 - It was moved by Darrah and seconded by Kruse to receive and file bids received for the sale of \$3,430,000 General Obligation Loan Notes, Series 2020. Following the bid presentation and brief explanation of an 'Aaa' rated community by Jon Burmeister with PFM Financial Advisors, LLC, the motion carried unanimously.
- 52857 - It was moved by Darrah and seconded by Miller that Resolution #21,986, directing the sale of \$3,430,000 General Obligation Loan Notes, Series 2020, be adopted. Following comments by Councilmember Miller, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,986 duly passed and adopted.
- 52858 - It was moved by Darrah and seconded by Miller that Ordinance #2967, vacating certain public right-of-way along Prairie Parkway, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
- 52859 - It was moved by Kruse and seconded by Miller to reconsider Resolution #21,985, approving and authorizing execution of an Agreement with Perkins & Will relative to developing a Resilience Plan for the City of Cedar Falls. Following an unrelated comment by Jim Skaine, 2215 Clay Street, the motion failed 3-3, with Councilmembers Darrah, Miller and Harding voting Nay.
- 52860 - It was moved by Darrah and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:
- Receive and file a proclamation recognizing June 19, 2020 as Juneteenth - Freedom Day.

Receive and file a proclamation recognizing the week of June 17, 2020 as Waste and Recycling Workers Week.

Receive and file the resignation of James Newcomb as a member of the Visitors & Tourism Board, effective July 1, 2020.

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- Spencer Luvert, Human Rights Commission, term ending 07/01/2023.
- Willy B. Barney, Jr., Human Rights Commission, term ending 07/01/2023.
- Nichole Winther, Human Rights Commission, term ending 07/01/2023.
- Dale Schrad, Planning and Zoning Commission, term ending 11/01/2021.
- Brent Johnson, Visitors and Tourism Board, term ending 07/01/2023.
- Andrew Woodrick, Visitors and Tourism Board, 07/01/2023.

Receive and file the Committee of the Whole minutes of June 1, 2020 relative to the following items:

- a) Grow Cedar Valley Update.
- b) Bills & Payroll.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Planner III.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Suds, 2223 1/2 College Street.
- b) Walmart, 525 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- b) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - renewal.
- c) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- d) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
- e) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- f) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- g) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
- h) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - renewal.
- i) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- j) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- k) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Special Class C liquor & outdoor service – 6-month permit.
- l) Casey's General Store, 5908 Nordic Drive, Class E liquor - new.

Following comments by Jim Skaine, 2215 Clay Street, and Councilmember Miller, the motion carried unanimously.

52861 - It was moved by Darrah and seconded by Miller to receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer. Following questions by Councilmember Harding and Jim Skaine, 2215 Clay Street, and responses by Public Safety Services Director Olson and Mayor Green, the motion carried unanimously.

52862 - It was moved by Miller and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #21,987, approving and adopting the City's FY21 Appropriations Resolution.

Resolution #21,988, approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY21 Employee Health Plan.

Resolution #21,989, approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY21 Employee Health Plan.

Resolution #21,990, approving and authorizing execution of an Agreement with Delta Dental of Iowa for a Group Insurance Policy relative to the City's FY21 Employee Dental Plan.

Resolution #21,991, approving a restated Cafeteria Benefits Plan, and approving and authorizing execution of a Business Associate Contract with R. D. Drenkow & Co., Inc. dba Advantage Administrators relative to the City's Cafeteria Plan.

Resolution #21,992, approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to FY21 Insurance Brokerage and Risk Management Services.

Resolution #21,993, approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY20 financial statements and compliance with federal award programs.

Resolution #21,994, approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.

Resolution #21,995, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY21 Economic Development Grant.

Resolution #21,996, approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to an FY21 Economic Development Grant.

Resolution #21,997, approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to FY21 Self-Supported Municipal Improvement District (SSMID) Funds.

Resolution #21,998, approving and authorizing execution of an FY21 Façade Improvement Fund Agreement with the College Hill Partnership.

Resolution #21,999, approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY21 Community Betterment Grant.

Resolution #22,000, approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY21 Community Betterment Grant.

Resolution #22,001, approving and authorizing execution of an Agreement in Support of FORTEPAN IOWA/University of Northern Iowa relative to an FY21 Community Betterment Grant.

Resolution #22,002, approving and authorizing execution of an Agreement in Support of the Volunteer Center of the Cedar Valley relative to an FY21 Community Betterment Grant.

Resolution #22,003, approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony relative to an FY21 Community Betterment Grant.

Resolution #22,004, approving and accepting a Lien Notice and Special Promissory Note for property located at 610 West 6th Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #22,005, approving and accepting a Lien Notice and Special Promissory Note for property located at 2604 Iowa Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #22,006, approving and authorizing execution of a Utility Easement Encroachment Agreement with J Davis Properties, LLC relative to placement of a monument sign over existing utility easements located at 6607 University Avenue.

Resolution #22,007, approving a Central Business District (CBD) Overlay Zoning District site plan for construction of a financial institution at 312 West 1st Street.

Resolution #22,008, approving and authorizing expenditure of funds for the purchase of a combination dump truck/snow plow.

Resolution #22,009, approving and authorizing expenditure of funds for the purchase of a side load automated refuse collection unit.

Resolution #22,010, approving and accepting the contract and bond of Boulder Contracting, LLC for the 2020 CDBG Sidewalk Infill Project.

Resolution #22,011, approving and authorizing execution of Amendment Number Four to the Agreement with the Flood Mitigation Board for use of sales tax increment revenues for the Downtown Levee Improvement Flood Mitigation Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #21,987 through #22,011 duly passed and adopted.

52863 - It was moved by Darrah and seconded by Miller that Resolution #22,012, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to FY21 Self-Supported Municipal Improvement District (SSMID) Funds, be adopted. Following questions by Jim Skaine, 2215 Clay Street, and responses by Mayor Green and Finance and Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,012 duly passed and adopted.

52864 - It was moved by Darrah and seconded by Kruse that Resolution #22,013, approving and authorizing execution of an FY21 Façade Improvement Fund Agreement with Cedar Falls Community Main Street, be adopted. Following questions by Jim Skaine, 2215 Clay Street, and Mayor Green, and responses by Economic Development Coordinator Graham, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,013 duly passed and adopted.

52865 - It was moved by Miller and seconded by Kruse that Resolution #22,014, approving and authorizing execution of an Agreement to Support "Fulfilling the Vision" Campaign for Economic Vitality of Grow Cedar Valley relative to an FY21 Economic Development Grant, be adopted. Following questions by LeaAnn Saul, 1825 West Greenhill Road, and Jim Skaine, 2215 Clay Street, and responses by Economic Development Coordinator Graham and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Sires, Taiber. Nay: None. Abstain: Darrah. Motion carried. The Mayor then declared Resolution #22,014 duly passed and adopted.

52866 - It was moved by Darrah and seconded by Harding that Resolution #22,015, approving an occupancy permit prior to the acceptance of public improvements in Prairie Winds 4th Addition, be adopted. Following questions and comments by Councilmembers Harding and Sires, Mayor Green, and Craig Fairbanks, 405 Spruce Hills Drive, and responses by Community Development Director Sheetz and Developer Brent Dahlstrom, 5016 Samantha Circle, the Mayor put the question on the motion and upon call of the roll, the following named

Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,015 duly passed and adopted.

52867 - It was moved by Darrah and seconded by Kruse that Resolution #22,016, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC for design services relative to the Union Road Reconstruction Project - West 27th Street to University Avenue, be adopted. Following questions by Craig Fairbanks, 405 Spruce Hills Drive, and Jim Skaine, 2215 Clay Street, and responses by Public Works Director Schrage and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,016 duly passed and adopted.

52868 - It was moved by Miller and seconded by Harding that Resolution #22,017, setting July 6, 2020 as the date of public hearing to consider entering into a proposed Agreement for Private Development with Community Bank and Trust, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, question by Councilmember Miller and response by City Attorney Rogers, it was moved by Kruse and seconded by Harding that the following resolutions be included in consideration without separate discussion. Motion carried unanimously.

Resolution #22,018, setting July 6, 2020 as the date of public hearing on the proposed vacation of a portion of existing storm sewer easement located on Lot 1, Block 17, Original Plat (312 West 1st Street).

Resolution #22,019, setting July 6, 2020 as the date of public hearing on the proposed rezoning from R-1 Residence District and A-1 Agricultural District, to RP Planned Residence District, of property located east of Union Road and north of West 27th Street.

Resolution #22,020, setting July 6, 2020 as the date of public hearing on the FFY20 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding.

Resolution #22,021, receiving and filing, and setting July 6, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Seal Coat Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #22,017 through #22,021 duly passed and adopted.

52869 - It was moved by Kruse and seconded by Miller that Resolution #22,022, receiving and filing, and setting July 6, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Clay Street Park Water Quality Improvements Project, be adopted. Following questions by

Councilmembers Miller and Taiber, and responses by Public Works Director Schrage and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #22,022 duly passed and adopted.

52870 - It was moved by Kruse and seconded by Darrah that the bills and payroll of June 15, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

52871 - City Administrator Gaines provided updates regarding COVID-19 and responded to comments by Councilmembers Taiber, Darrah and Sires regarding CDC guidelines being implemented when The Falls Aquatic Center opens on June 20th.

52872 - LeaAnn Saul, 1825 West Greenhill Road, commented on supporting law enforcement officers and Finance and Business Operations Director Rodenbeck responded to a question by Ms. Saul regarding traffic control for a recent vigil.

Mayor Green and City Administrator Gaines responded to questions by Thomas (T.J.) Frein, 1319 Austin Way, regarding parking near the 'Place to Play' Park and Downtown area, and an update on the Cedar River improvements.

Jim Skaine, 2215 Clay Street, commented on the validity of Ordinance #2824.

52873 - It was moved by Kruse and seconded by Darrah to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation; and to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:25 P.M.

Mayor Green reconvened the Council Meeting at 9:54 P.M. and stated that Legal Matters and Personnel Matters had been discussed but that no further action was required at this time.

52874 - It was moved by Miller and seconded by Harding that the meeting be adjourned at 9:55 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 29th, 2020

SUBJECT: 2020 Seal Coat
 Project No. SC-000-3234
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2020 Seal Coat Project.

We recommend setting Monday, July 6, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 14, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by June 16, 2020. The Plans and Specifications will be ready for distribution to contractors on June 16, 2020 allowing four (4) weeks of review before contract letting.

This Project involves seal coating 10 street sections and 1 alley, covering 61,481.8 S.Y.; and 29,460.4 S.Y. at multiple single lane drives within 3 cemeteries and 8 parking lots. Work shall include proper surface preparation and proper placement and compaction of the surface.

The total estimated cost for the construction of this project is \$244,669.50. Funding for the project is provided by the City's Street Construction Fund (SCF) and also the Local Options Sales Tax (LOST).

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

2020 SEAL COAT PROJECT
PROJECT NO. SC-000-3234
ENGINEER'S COST ESTIMATE
6/11/2020

Item No.	Item Description	Unit	Estimated Streets	Estimated Parks	Total Estimated Quantity	Unit Cost	Estimated Cost
1	Surface Preparation, Streets & Parks	S.Y.	61,481.80	29,460.40	90,942.20	0.30	\$ 27,282.66
2	Seal Coat	S.Y.	61,481.80	29,460.40	90,942.20	2.20	\$ 200,072.84
3	Pavement Markings, Painted	STA.	34.40	0.00	34.40	60.00	\$ 2,064.00
4	Pavement Markings, Handicapped Symbols	EA.	2.00	0.00	2.00	65.00	\$ 130.00
5	Pavement Markings, Railroad Crossing Symbol Package	EA.	1.00	0.00	1.00	120.00	\$ 120.00
6	Mobilization	L.S.	0.50	0.50	1.00	5,000.00	\$ 5,000.00
7	Traffic Control	L.S.	0.50	0.50	1.00	10,000.00	\$ 10,000.00
TOTAL: \$							244,669.50

FILE G:\USFS\ENR\PROJECTS\20 Seal Coat\00. Contract Documents\Plans, Specs, Bids\Primary\COST ESTIMATE\PRELIM\20-03-23.xls



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 29th, 2020

SUBJECT: Clay Street Park Water Quality Improvements
 Project No. ST-077-3146
 Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Clay Street Park Water Quality Improvements Project.

We recommend setting Monday, July 6, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 14, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by June 16, 2020. The Plans and Specifications will be ready for distribution to contractors on June 16, 2020 allowing four (4) weeks of review before contract letting.

The City of Cedar Falls is continuing efforts to update and continue water quality improvements for the Clay Street Park. The proposal includes two bioretention cells and a permeable alley along Clay Street Park.

The total estimated cost for the construction of this project is \$182,864.50. Funding for the project is provided by the City's Stormwater Bond and \$150,000 from a Resource Enhancement and Protection (REAP) grant by the Iowa Department of Natural Resources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works



OPINION OF PROBABLE CONSTRUCTION COSTS
CITY OF CEDAR FALLS
CLAY STREET PARK WATER QUALITY IMPORVEMENTS
 City Project Number ST-077-3146
 5/27/2020
FINAL PLANS



Bid Date: TBD

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	UNIT PRICE	DIVISION 1 (City Funding)		TOTAL	
					QUANTITY	SUBTOTAL	QUANTITY	PRICE
1	2010-108-C-0	CLEARING AND GRUBBING	LS	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
2	2010-108-E-0	EXCAVATION, CLASS 10	CY	\$ 15.00	950	\$ 14,250.00	950	\$ 14,250.00
3	2010-108-D-1	TOPSOIL, ON-SITE	CY	\$ 15.00	216	\$ 3,240.00	216	\$ 3,240.00
4	2010-108-N-0-CF	MODIFIED SOIL, PLANTING MEDIUM	CY	\$ 50.00	310	\$ 15,500.00	310	\$ 15,500.00
5	4020-108A-1	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	\$ 100.00	8	\$ 800.00	8	\$ 800.00
6	4040-108-A-0	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	\$ 15.00	425	\$ 6,375.00	425	\$ 6,375.00
7	4040-108-C-0	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	\$ 750.00	2	\$ 1,500.00	2	\$ 1,500.00
8	4040-108-C-0	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	\$ 500.00	1	\$ 500.00	1	\$ 500.00
9	4040-108-D-0	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	\$ 250.00	4	\$ 1,000.00	4	\$ 1,000.00
10	6010-108-B	INTAKE, SW-511	EA	\$ 4,500.00	1	\$ 4,500.00	1	\$ 4,500.00
11	6010-108-F-0	INTAKE ADJUSTMENT, MINOR	EA	\$ 1,500.00	2	\$ 3,000.00	2	\$ 3,000.00
12	6010-108-I-0	CURB INLET	EA	\$ 1,750.00	1	\$ 1,750.00	1	\$ 1,750.00
13	6010-108-J-0	CONNECTION TO EXISTING PIPE	EA	\$ 1,500.00	1	\$ 1,500.00	1	\$ 1,500.00
14	7010-108-E-0	CURB AND GUTTER, 2 FT, 8 IN	LF	\$ 50.00	70	\$ 3,500.00	70	\$ 3,500.00
15	7030-108-E-0-A	SIDEWALK, PCC, 4 IN	SY	\$ 40.00	111	\$ 4,440.00	111	\$ 4,440.00
16	7030-108-E-0-B	SIDEWALK, PCC, 6 IN	SY	\$ 55.00	21.1	\$ 1,160.50	21.1	\$ 1,160.50
17	7030-108-G-0	DETECTABLE WARNING	SF	\$ 40.00	20	\$ 800.00	20	\$ 800.00
18	7030-108-H-1	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN	SY	\$ 50.00	65	\$ 3,250.00	65	\$ 3,250.00
19	7040-108-H-0	PAVEMENT REMOVAL	SY	\$ 20.00	150	\$ 3,000.00	150	\$ 3,000.00
20	7080-10-8-B-0	ENGINEERING FABRIC	SY	\$ 3.00	480	\$ 1,440.00	480	\$ 1,440.00
21	7080-108-D-0	STORAGE AGGREGATE	TON	\$ 30.00	300	\$ 9,000.00	300	\$ 9,000.00
22	7080-108-E-0	FILTER AGGREGATE	TON	\$ 30.00	155	\$ 4,650.00	155	\$ 4,650.00
23	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	\$ 135.00	115	\$ 15,525.00	115	\$ 15,525.00
24	7080-108-G-0	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	\$ 25.00	550	\$ 13,750.00	550	\$ 13,750.00
25	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	\$ 2,500.00	1	\$ 2,500.00	1	\$ 2,500.00
26		BIOCELL, MULCH AND PLANTINGS	SF	\$ 6.00	3629	\$ 21,774.00	3629	\$ 21,774.00
27	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	\$ 5,000.00	0.5	\$ 2,500.00	0.5	\$ 2,500.00
28	9010-108-D	WATERING	MGAL	\$ 30.00	31.1	\$ 933.00	31.1	\$ 933.00
29	9010-108-D	WARRANTY	LS	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00
30	9040-108-L-1	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
31	9040-108-N-2	SILT FENCE	LF	\$ 3.00	300	\$ 900.00	300	\$ 900.00
32	9040-108-N-3	SILT FENCE, REMOVAL OF DEVICE	LF	\$ 0.75	300	\$ 225.00	300	\$ 225.00
33	9040-108-T-1	INLET PROTECTION DEVICE, FILTER SOCK	EA	\$ 250.00	3	\$ 750.00	3	\$ 750.00
34	11010-108-A	CONSTRUCTION SURVEY	LS	\$ 1,000.00	1	\$ 1,000.00	1	\$ 1,000.00
35	11020-108-A	MOBILIZATION	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
SUBTOTAL CONSTRUCTION						\$ 159,012.50		\$ 159,012.50
CONTINGENCIES (15%)								\$ 23,852.00
CONSTRUCTION TOTAL								\$ 182,864.50
ENGINEERING SERVICES (FOTH) TOTAL								\$ 24,157.00
TOTAL PROJECT COST								\$ 207,022

Notes 1) City CIP Budget: \$192,000


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM
Administration Division

TO: Mayor Green & City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: June 25, 2020

SUBJECT: Hold Public Hearing: Community Development Block Grant and HOME Consortium Annual Action Plan FY21 (FFY20)

The Community Development Department has developed FFY20 Annual Action Plan outlining the use of \$273,111 in CDBG entitlement grant funds for federal fiscal year 2020. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan.

Based on the 5-Year Consolidated Plan's anticipated activities by year, the following is a summary of the tentative activities and funding in the FFY20 Annual Action Plan. We are also anticipating \$53,455 in FFY19 carryover revenues and expenditures related to a sidewalk project that is currently underway.

Activity	Amount	Percentage
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	4%
Prevent Homelessness Through Agency and Organizational Support (Service Agencies)	\$40,966	15%
Neighborhood Recreational Amenities (i.e. Parks, Playgrounds, Trees)	\$166,523*	61%
CDBG Planning and Administration	\$54,622	20%
FFY20 Total	\$273,111	100%
Neighborhood Accessibility Improvements (i.e. Sidewalks, Trail, Curb Cuts)	\$53,455	Carry over from FFY19 funds

*A number of criteria must be met in order to support a park improvement project. Cedar Falls has specific census blocks that meet low-moderate income (LMI) requirements. Park locations and service areas do not always align and therefore a project might only be eligible for a percentage of CDBG funds. Other factors like free-reduced lunches are also used in determining eligibility. Therefore, to maximize the

flexibility of use of funds (and avoiding a later amendment), the attached FFY20 AAP 1) states several parks that appear to be potential candidates for funding or are already listed in the City's CIP where we could bring matching funds to the table and 2) states in the event we cannot proceed with a park project, the funds would be reassigned to a Neighborhood Accessibility Improvements to complete more sidewalk infill projects in LMI areas. This is the only change to the FFY20 Annual Action Plan since it was made available for public review on May 25, 2020.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

The public comment period is 30 days, per HUD requirements. It started May 25th and ended June 25, 2020. No comments were received. The public hearing date has been published.

The Community Development Department recommends holding the public hearing and adopting the FFY20 Annual Action Plan on July 6th.

Please contact me with any questions. Thank you.



**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2020 (CITY FISCAL YEAR 2021) ANNUAL ACTION PLAN**

PRELIMINARY DRAFT FOR REVIEW (6/26/2020)

**COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; May 22nd, 2020**

**May 25TH, 2020 (Opened the 30-day public comment period)
June 25th, 2020 (Closed the 30-day public comment period)**

HOUSING COMMISSION (PUBLIC) MEETING ON: May 19th, 2020 (Recommendation to City Council)

**CITY COUNCIL (PUBLIC) MEETINGS ON:
June 15th, 2020 (Council sets public hearing for July 6th, 2020)
July 6th, 2020 (Adoption) (After a properly-noticed public hearing was conducted)
Publication: Waterloo-Cedar Falls Courier; June 22, 2020**

AP-05 Executive Summary - 91.220(b)

During Federal Fiscal Year 2020, the City of Cedar Falls intends to complete four (4) activities or programs: Owner-occupied rehabilitation and repair, benefitting two single-family units; agency and organizational support, helping 4,000 persons, of which 40 are homeless; improving neighborhood accessibility and recreational amenities, particularly improving parks and sidewalks benefitting 1,000 persons; and program planning and administration. These proposed activities focus on implementing the following excerpted, relevant, Cedar Falls 2019-2023 Consolidated Plan goals and objectives.

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.

Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community

Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.

Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.

Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Evaluation of past performance

The City has been working diligently during the past three years to plan and implement CDBG programs that are attainable and designed to help the largest number of residents in a cost-effective manner. Specifically, the community has rehabilitated or repaired a number of owner-occupied housing units for low-and-moderate income households. Further, the City has funded six (6) agencies, which provide services to income-qualified Cedar Falls households on an annual basis. Finally, the community has partially financed infrastructure or capital projects, specifically sanitary sewer relining and sidewalk infill connectivity, that serve its low-and-moderate income census tracts.

Citizen participation

Citizen participation in the planning process of this Annual Action Plan took three forms: public meetings, public hearings, and informal comments garnered as a result of document availability. The participation process was governed by the City’s Participation Plan, as amended. The Cedar Falls Housing Commission held a public meeting on May 19th, 2020, which was posted according to City’s Citizen Participation Plan and State law. A legal notice, the purpose and subject of which was published on May 22nd, 2020 in the Waterloo-Cedar Falls Courier, offered a 30-day public comment period between May 25th, 2020 and June 25th, 2020. The City Council also held a properly noticed public hearing within the framework of a public meeting on July 6th, 2020. Notice for said City Council hearing was published in the Waterloo-Cedar Falls Courier on June 22, 2020. Copies of the draft Annual Action Plan were available at the Community Development Department and City Clerk’s Offices, as well as on the City’s website at www.cedarfalls.com.

Summary of comments received and denied

No public comments were received, and as a result, no citizen suggestions were denied.

PR-05 Lead & Responsible Agencies - 91.220(b)

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan and Annual Action Plan using their CDBG Entitlement resources.

Public Contact Information**City of Cedar Falls**

Department of Community Development
Planning and Community Services Division
220 Clay Street
Cedar Falls, Iowa 50613
Contact: Planning and Community Services Manager
Telephone: (319) 273-8600
Website: <http://www.cedarfalls.com>

AP-10 Consultation - 91.220(b)

Agency and organizational consultation regarding this plan were fostered through the public participation process defined in the next section. Further, as a result of two factors: annual monitoring of the current Agency programs and the COVID-19 pandemic, the City has had several conversations and discussions with numerous agencies and organizations providing assistance to Cedar Falls residents. To that end, the City is electing to continue funding six agencies, with possible increases in amounts made possible by supplemental resources coming from the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

AP-12 Participation - 91.220(b)

A 30-day comment period legal notice, as allowed by US Department of Housing and Urban Development (HUD) waiver, was advertised on May 22nd, 2020 in the Waterloo Courier. The comment period was defined in the notice, stating that the public could review and comment on the draft plan between May 25th and June 25th, 2020. The Commission held specific public comment opportunities on its agenda relative to the draft plans on May 19th, 2020, and the meeting was legally posted per City policy and placed on the City's website. City Administration reviewed the draft document prior to presentation of the initial drafts to the Housing Commission and final draft before the City Council. A public draft was also on-file with the City Clerk and advertised as such. Further, the Spring 2020 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plan. Also, public input was formally considered through conduct of a City Council public hearing on July 6th, 2020, which was legally advertised in the Waterloo Courier on June 22, 2020. No comments were received from the public.

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

The City of Cedar Falls anticipates receiving an allocation of \$273,111 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2020. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Public Service Improvements, Neighborhood Access, Neighborhood Improvements, Planning and Administration	\$273,111	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$819,333 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

Table 1 – Goals Summary

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funds will be used to provide rehabilitation and repair grants for single-family homeowners. Also, CDBG funds, awarded to agencies, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Neighborhood Accessibility

Improvements and Neighborhood Recreational Improvements to low-to-moderate income areas (census tracts) of the community.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts), and Neighborhood Recreational Improvements (i.e. parks, playgrounds) will likely occur on publicly owned land. Specifically, the publicly owned rights-of-way and parks will be used to address the needs identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$11,000	Homeowner Housing Rehabilitated or Repaired: 2 Household Housing Units
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$0	Rental Housing Rehabilitated or Repaired: 0 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$0	Apply Code requirements to residential units in LMI Areas: 0 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children’s Services	CDBG: \$40,966	Public Service Activities Other than LMI Housing Benefit:4,000 persons assisted Homeless person overnight shelter: 40 persons assisted
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$166,523	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 1,000 persons assisted. Parks identified for improvement include Island Park, Seerley Park, and a future park site near Aldrich Elementary School.
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: \$54,622	Not Applicable

Table 2 – Goals Summary

AP-35 Projects - 91.220(d)

Introduction

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

In addition to housing projects, the City is anticipating expending funds on recreational amenities in low-and-moderate income areas of the community, as identified by HUD. Specifically, the City has identified either Island Park, Seerley Park or a site near Aldrich Elementary School as possible projects. However, should use of the funds for recreational projects prove impractical or infeasible, the City will contemplate using unspent CDBG funds for neighborhood access projects, as outlined in our Consolidated Plan and this Action Plan, more specifically sidewalk infill within and connecting to low-and-moderate income neighborhoods, tracts, or block groups.

The primary barrier for assisted households is, and has been, the price of housing. Further, the resources available for the program outlined in this plan have been static, or even declining in some years. Conversely, the regulations and requirements associated with funded projects have increased along with administrative expenditures

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$11,000 (Estimated)
	Description	Rehabilitation of Owner-Occupied Units; LMI Households
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 households will benefit from the CBBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons	
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$0 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 0 households will benefit from this limited CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons	
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI areas.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 households in Cedar Falls.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children's Services
	Funding Target	CDBG: \$40,966 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 4,000 persons in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele	
5	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 persons in the Cedar Falls area.
	Location Description	LMI Areas
	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas	
6	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 persons in the Cedar Falls area.
	Location Description	LMI Areas.
	Planned Activities	This will be accomplished by infilling pedestrian improvements that will connect LMI households to service agencies, organizations, educational, recreational facilities, and employment opportunities and centers. Projects will be completed in residential neighborhoods using sidewalk, curb cuts/ADA ramps, and trails in LMI areas.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$166,523 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public property in LMI areas of the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 1,000 persons in the Cedar Falls area.
	Location Description	LMI Areas. Parks identified for improvement include Island Park, Seerley Park and a future park site near Aldrich Elementary School.
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing and clearing dilapidated buildings and structures in the community
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 0 dilapidated units in the City
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
10	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$54,622 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

Table 4 – Project Summary

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Our programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

Geographic Distribution

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%

Table 5 – Geographic Distribution

Rationale for the priorities for allocating investments geographically

As noted above, the City will only assist individual LMI households under activity 1, Owner Occupied Housing Rehabilitation, and it plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for activity 8, Neighborhood Recreational Amenities. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household, will require participants to meet LMI income guidelines.

For the life of this Annual Action Plan, the City has projected that it will expend 19 percent of its budget on specific low-and-moderate income households under its homeowner rehabilitation and repair programs citywide, while planning to expend 61 percent of its overall budget for LMI-area benefit projects. Planning and administration expense are projected to expend 20 percent of the annual allocation.

AP-55 Affordable Housing Goals – 91.220(g)

Goals: The following goals were established in this Action Plan for CDBG Use in the City.

1	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	Plan Reference	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1 and 3 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 2 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or areas
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living parks in LMI areas of the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1, 2, 3, and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or areas Aid in the prevention or elimination of slums or blight

Table 6 – Goal Description

AP-60 Public Housing – 91.220(h)

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a “troubled” public housing agency.

AP-65 Homeless and Other Special Need Activities – 91.220(i)

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend a City Housing Commission Meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household’s needs, by hopefully offering resources regarding financial management, abuse, and family relationships, and credit counseling. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG program alone.

AP-70: HOPWA Goals – 91.220(l)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-75 Barriers to Affordable Housing – 91.220(j)

At this time, the need for quality, affordable housing is outpacing the existence of such units in Cedar Falls. Between demand on the units by full-time residents, and that which comes with being a university community and its student housing needs, the City has unmet demand for affordable housing.

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second, housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for some low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably the cost of infrastructure. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

As they may be identified, the City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. Also, the City may wish to explore public-private-nonprofit partnerships in the development

of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community.

Further, the City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1st Street and 7th Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either "flat" or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is collected by the City is determined by the State of Iowa. Currently, residentially classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City's participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls is able to address obstacles to meeting the underserved needs through networking with public service agencies and nonprofit organizations that may prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

Actions planned to address obstacles to meeting underserved needs

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation and Repair Programs assist qualified homeowners with substantial home rehabilitation or repairs to existing units. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines. This is accomplished by the City using its general funds to assist, which in-turn lowers the cost of housing.

Actions planned to reduce lead-based paint hazards

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the housing rehabilitation projects in Cedar Falls. In addition, the program allows for relocation of homeowners at-risk of negative impacts from lead-based paint. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

Actions planned to develop institutional structure

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments (INRCOG), will work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also work to close the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients, staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the same entities, together with the City of Waterloo Community Development Department, will continue to do likewise with the institutional structure associated with administering the HOME Investment Partnership Program.

Actions planned to reduce the number of poverty-level families

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency food and shelter.

Actions planned to enhance coordination between public and private housing and social service agencies

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, it will be better positioned to meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(I)(1)

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income:	\$0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

AP-90: Program-Specific Requirements-HOME 91.220(I)(2)

The City of Cedar Falls is not a direct HOME Investment Partnership Program recipient. It is part of a consortium with the City of Waterloo, Iowa.

AP-90: Program-Specific Requirements-ESG 91.220(I)(4)

The City of Cedar Falls is not an ESG recipient.

AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)

The City of Cedar Falls is not a HOPWA recipient.

AP-90: HTF Specific Review 91.220(I)(5)

The City of Cedar Falls does not administer HTF funds.



ADMINISTRATION

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 24, 2020
SUBJECT: Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company – Agreement for Private Development

Introduction

For the past several months, City staff has been working with representatives with Community Bank and Trust toward the construction of a new 2,900 square foot bank building at their existing location at 312 W. 1st Street. The existing bank building on the property was formerly used as a restaurant and does not meet their current needs, so they are proposing to tear that building down and build a new state of the art building on the property that will significantly enhance the 1st Street corridor. The site plan for their new building was approved by City Council on June 15, 2020.

Financial Assistance Request

This project is eligible under the Downtown Urban Renewal Plan for consideration of certain incentives that promote redevelopment of existing buildings and properties. The typical incentive offered for downtown projects such as this is a rebate of 100% of the tax increments on the increased value of the property after the improvements are complete, with a minimum increase in value of \$200,000.

A copy of the Agreement for Private Development for Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company is attached for your review and outlines the proposed scope of work proposed for 312 W 1st Street. This redevelopment project anticipates a total investment of approximately \$1,500,000, which includes the demolition of the existing building and construction of the new building, and when complete, the new building is anticipated to be assessed at approximately \$1,000,000.

The project is expected to be completed by December 2020, with full assessment of the Minimum Improvements on January 1, 2021 and debt certification to the Auditor by the City prior to December 1, 2020. The Economic Development Grants shall commence on June 1, 2023 and end on June 1, 2027 based on the value added to the property. The following schedule would be applicable:

June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
June 1, 2027 100% of Tax Increments for Fiscal Year 25-26

The maximum amount of tax rebates provided to the developer shall not exceed \$140,000. This is based on using a maximum of \$1,000,000 tax increment increase in the valuation of the minimum improvements to the building.

Recommendation

It is recommended that City Council approve and adopt the following:

1. Resolution approving and executing an Agreement for Private Development between Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, and the City of Cedar Falls.

Approval of this project is consistent with Organizational Goal 6: Create an environment conducive to economic development. This is further identified on Page 23 of City Council Goals under Supporting Policies:

*Continue to support public and private economic development efforts in Cedar Falls and the metropolitan area.

If you have any questions regarding this project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



Community Bank & Trust
312 W 1st Street
New Bank Building

Item 5.



Project Location

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF CEDAR FALLS, IOWA

AND

COMMUNITY BANK AND TRUST, A DIVISION OF CEDAR RAPIDS BANK AND
TRUST COMPANY

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2020, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (hereinafter called "Urban Renewal Act"), and Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, which is an Iowa state bank, having offices for the transaction of business at 422 Commercial Street, Waterloo, Iowa 50701 (hereinafter known as "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area"), as set forth in the Downtown Development Area Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to construct certain Minimum Improvements on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement, and is willing to agree to certain terms and conditions regarding the future ownership and use of the Development Property, as more particularly set forth in this Agreement; and

WHEREAS, the construction of the Minimum Improvements on the Development Property will alleviate the blighted condition of the neighborhood and will benefit the City economically through increased property tax generation of the Minimum Improvements, and will otherwise provide economic growth; and

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WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as Downtown Development Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code or Code of Iowa means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement.

Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, 312 W 1st Street TIF Account means a separate account within the Downtown Development Area Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements on the Development Property.

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Downtown Development Area Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Developer means Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, collectively, and its successors and assigns.

Development Property means that portion of the Downtown Development Area Urban Renewal Area of the City described in Exhibit A and locally known as 312 W. 1st Street.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment at the Minimum Improvements of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Minimum Improvements shall mean the construction of improvements on the Development Property as described in Exhibit B.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Party, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case

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may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, 312 W. 1st Street TIF Account of the Downtown Development Area Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the area included within the boundaries of the Downtown Development Area Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved with respect to the Downtown Development Area Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement, including, without limitation, the consideration set forth in Article IV.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Community Bank and Trust is a Division of Cedar Rapids Bank and Trust Company, which is an Iowa state bank, duly organized and validly existing under the laws of the State of Iowa, with all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial

position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of at least \$620,950 for construction costs (building only).

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2020.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

m. Developer agrees to comply with all of the provisions of Article IV of this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the site plans submitted to the City and attached to this Agreement as part of Exhibit B, after issuance of a building permit issued by the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the site plans, and shall require a total investment and building permit valuation of at least \$620,950.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2020; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of the satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section, the City shall, within twenty (20) days after written request by Developer provide a written statement

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indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. ADDITIONAL TERMS, CONDITIONS AND PROVISIONS

As additional consideration for the City's agreement to provide the Economic Development Grants provided for in Article VIII, and for the other promises and agreements of the City as provided for in this Agreement, Developer agrees to all of the following terms, conditions and provisions set forth in this Article in addition to the Minimum Improvements.

Section 4.1. Streetscape Improvements. Installation of streetscape improvements shall be consistent with the City's 2015 Downtown Schematic Streetscape Plan and the 2019 Parkade and Streetscape Plan. Streetscape improvements shall include all elements identified in such plans, including but not limited to brick pavers, street tree grates, and decorative light poles with or without banners. The City will work with Developer on the final layout of the streetscape improvements to ensure they meet City specifications and placement requirements, prior to permit issuance.

- a. Developer shall install the streetscape improvements along W. 1st Street, adjacent to the Development Property, prior to issuance of a final occupancy permit by the City, at the Developer's own expense. Generally including a 10'-12' full brick sidewalk matching the pattern and bricks of the 2019 Parkade and Street Plan, double head decorative streetlight at the corner, 1-2 midblock single head decorative streetlights, and trees.
- b. Developer shall install the streetscape improvements along Clay Street, from the intersection of W. 1st Street to the driveway as shown on the site plan, adjacent to the Development Property, prior to issuance of a final occupancy permit by the City, at the Developer's own expense. Generally including a 5'-6' concrete sidewalk with regular brick accents, 5'-6' grassed parkway, 1-2 midblock single head decorative streetlights, and trees.
- c. Developer shall install the streetscape improvements along Clay Street south of the driveway as shown on the site plan and along W. 2nd Street,

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adjacent to the Development Property, within 5 years of issuance of the final occupancy permit by the City, at the Developer's own expense. Generally including design elements described in paragraph b above.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on a "special perils" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's vicarious liability or loss arising out of any negligent act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible. The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than

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\$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any

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portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall ensure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

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Section 6.6 Employment. Developer agrees that the Minimum Improvements will create usable commercial space on the Development Property. Developer shall use its best efforts to ensure that at least 2 Full-Time Equivalent Employment Units will be employed at the Minimum Improvements by October 1, 2021 and retained until at least the Termination Date of this Agreement.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2026, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer will continue its efforts to lease the Minimum Improvements on the Development Property and its other obligations contained in this Agreement, including the employment obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed

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free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. Relocation. Developer agrees and covenants not to lease the Minimum Improvements to any entity that is relocating to the City from another part of Black Hawk County or a contiguous county during the term of this Agreement. In general, use of urban renewal incentives cannot be used for projects that involve a relocating entity unless there is a written agreement regarding the use of economic incentives from the City where the business is currently located and the City to which the business is relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increment in connection with the relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such relocation would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it does lease to a relocating entity, as determined by the City in its sole discretion, the Developer is not eligible to receive all or a pro rata portion of the Economic Development Grants under this Agreement and will be responsible for paying back previously received Economic Development Grants, if applicable.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and

Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT

Section 8.1. Economic Development Grant. For and in consideration of the obligations being assumed by Developer hereunder, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the terms and conditions of this Article and to subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to five (5) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed One Hundred Forty Thousand Dollars (\$140,000) under the following terms and conditions.

In accordance with Section 8.2 below, the existing building located on the Development Property as of January 1, 2019 (assessed value of \$420,950 for building value) will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The Economic Development Grants are only for the incremental value added above \$420,950. The increased assessed value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$620,950 for Developer to be eligible for Economic Development Grants, and the Black Hawk County Assessor will make the final determination as to the value.

Assuming completion by December 31, 2020, full assessment of the Minimum Improvements on January 1, 2021, and debt certification to the Auditor by the City prior to December 1, 2021, the Economic Development Grants shall commence on June 1, 2023, and end on June 1, 2027, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2023 100% of Tax Increments for Fiscal Year 21-22
- June 1, 2024 100% of Tax Increments for Fiscal Year 22-23
- June 1, 2025 100% of Tax Increments for Fiscal Year 23-24
- June 1, 2026 100% of Tax Increments for Fiscal Year 24-25
- June 1, 2027 100% of Tax Increments for Fiscal Year 25-26

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on

Development Property under the terms of the Ordinance and deposited into the Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, 312 W. 1st Street TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2021. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2021, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the Minimum Improvements are first fully assessed and to do so not later than October 15 after the January 1 when the Minimum Improvements are first fully assessed.

Section 8.2 Existing Value. For the purposes of this Agreement, the value of the existing building and land located on the Development Property as of January 1, 2019 (assessed value of \$420,950 for building value) will not be considered when determining the amount of Economic Development Grants to which Developer is entitled. The Economic Development Grant is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.3 Conditions. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) an increase in assessed value of at least 50% resulting from construction of the Minimum Improvements; and
- (b) a total investment of at least \$620,950, substantiated by documented receipts and invoices provided to the City as part of Developer's Annual Certifications;
- (c) compliance with the terms of this Agreement and the obligations imposed under the State Agreement;

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(d) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

Section 8.4. Grant Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 2020 and first full assessment on January 1, 2021 if Developer and the City each so certify in October 2021, the first Economic Development Grants would be paid to Developer on June 1, 2023 (for 100% of the Tax Increment for fiscal year 2021-2022)). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if property taxes are not paid, the Developer is not eligible for an Economic Development Grant.

In the event that the Annual Certification required to be delivered by the Developer under Section 6.7 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing.

Section 8.5. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed a total aggregate amount of \$140,000. Economic Development Grants shall at all times be subject to suspension, reduction, or termination in accordance with the terms of this Article VIII. Thereafter the taxes levied

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on the Minimum Improvements shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.6. Limitations. In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Section 8.1(c).

Section 8.7. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, 312 W 1st Street TIF Account of the Downtown Development Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and allocated to the Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, 312 W 1st Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back

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under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to Developer so long as the City timely applies the appropriate percentage of Tax Increments actually collected and held in the Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company,

312 W 1st Street TIF Account (regardless of the amounts thereof) to the payment of the corresponding Economic Development Grants to Developer as and to the extent described in this Article.

Section 8.8. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments collected from any other properties within the Downtown Development Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.9. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the

"indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Failure by Developer to comply with any provision of this Agreement or the State Agreement;
- c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- f. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- g. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought

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against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any

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default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payment due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Community Bank and Trust, a Division of Cedar Rapids Bank and Trust, 422 Commercial Street, Waterloo, Iowa 50701, Attn: Stacey Bentley, President and CEO;

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- b. In the case of the City, is addressed to or delivered personally to the City at 220 Clay Street, Cedar Falls, IA 50613, Attn: Jennifer Rodenbeck, Director of Finance and Business Operations;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2027, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor,

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material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Signatures start on the next page]

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this ____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company

By: _____
Stacey Bentley, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Stacey Bentley, to me personally known, who, being by me duly sworn, did say that she is the Authorized Representative of Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, and that said instrument was signed on behalf of said company; and that the said Stacey Bentley as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

ORIGINAL PLAT CEDAR FALLS LOTS 1,2,3 AND 4 BLK 17 AND EASE AND ALL THAT PART ALLEY IN BLK 17 EXC NLY 10 FT SAID ALLEY AND EXC THAT PART LOT 1 FOR HWY B 593 P 65

Locally known as 312 W 1st Street, Cedar Falls, Iowa

Parcel # 8914-12-178-006 (Black Hawk County)

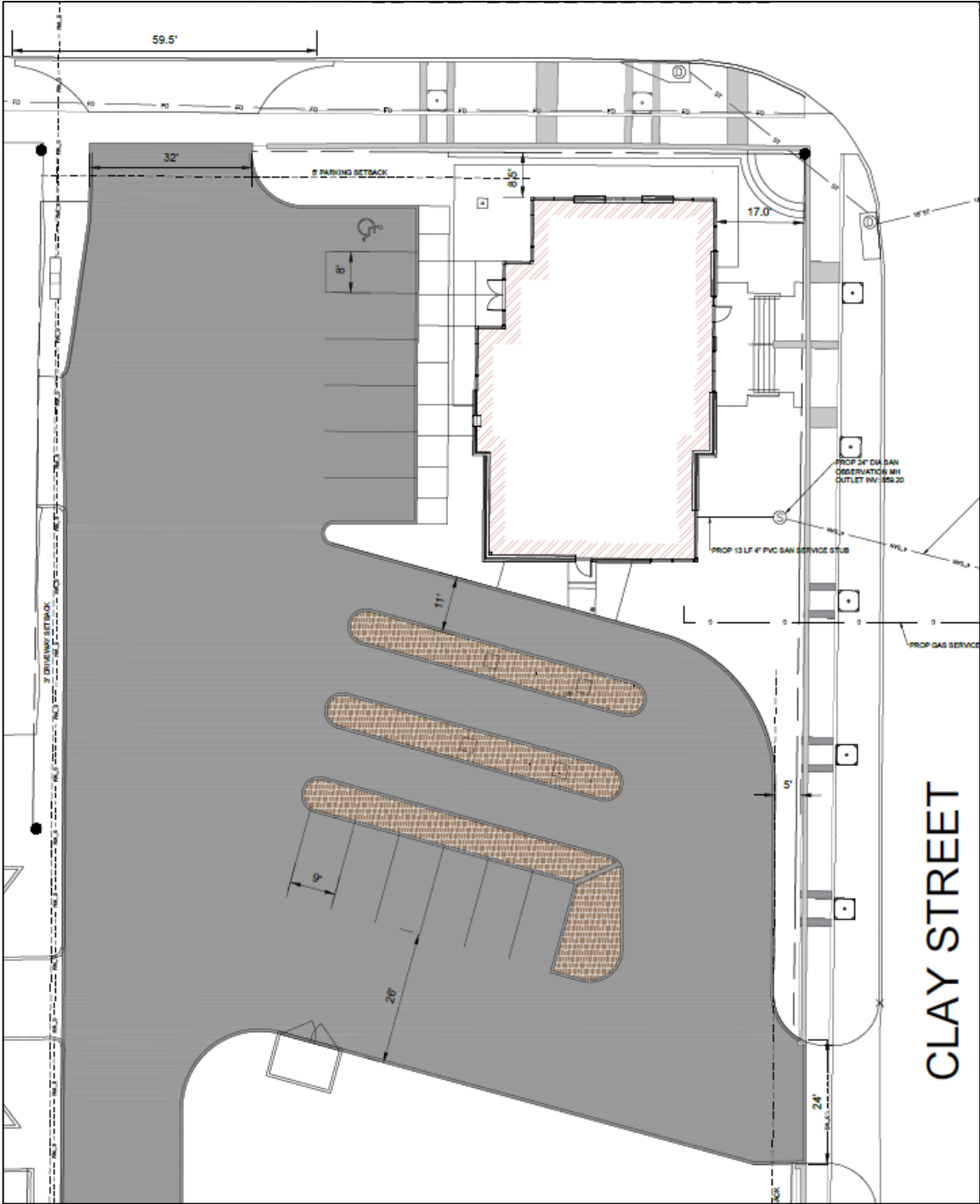
EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of a 2,900 square foot commercial building. This will allow for increased commercial business and the creation and retention of jobs. The construction of the Minimum Improvements is expected to be completed in 2020. Construction costs are expected to be approximately \$1,500,000.



**312 W 1st Street
Proposed Building Renderings**



Proposed Site Plan

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Cedar Falls, Iowa (the "City") and Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company., which is an Iowa state bank, ("Developer"), did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

ORIGINAL PLAT CEDAR FALLS LOTS 1,2,3 AND 4 BLK 17 AND EASE AND ALL THAT PART ALLEY IN BLK 17 EXC NLY 10 FT SAID ALLEY AND EXC THAT PART LOT 1 FOR HWY B 593 P 65

Locally known as 312 W 1st Street, Cedar Falls, Iowa

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

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(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Cedar Falls, Iowa (the "City"), and Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, which is an Iowa state bank, ("Developer"), did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Downtown Development Area Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Downtown Development Urban Renewal Plan/Area.

The Development Property is described as follows:

ORIGINAL PLAT CEDAR FALLS LOTS 1,2,3 AND 4 BLK 17 AND EASE AND ALL THAT PART ALLEY IN BLK 17 EXC NLY 10 FT SAID ALLEY AND EXC THAT PART LOT 1 FOR HWY B 593 P 65

Locally known as 312 W 1st Street, Cedar Falls, Iowa

Parcel # 8914-12-178-006 (Black Hawk County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2020 and terminates on December 31, 2027, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully

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advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2020.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Robert M. Green and Jacqueline Danielsen, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

DEVELOPER:

Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company

By: _____
Stacey Bentley, Authorized Representative

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Stacey Bentley, to me personally known, who, being by me duly sworn, did say that she is the Authorized Representative of Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, and that said instrument was signed on behalf of said limited liability company; and that the said Stacey Bentley as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before October 15st as required under terms of Development Agreement)

The Developer certifies the following:

A. During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20____, at a full assessment value of \$_____;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____	April 1, 20__ : _____
September 1, 20__ : _____	March 1, 20__ : _____
August 1, 20__ : _____	February 1, 20__ : _____
July 1, 20__ : _____	January 1, 20__ : _____
June 1, 20__ : _____	December 1, 20__ : _____
May 1, 20__ : _____	November 1, 20__ : _____

(iv) the undersigned officers of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, certify that the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20____.

COMMUNITY BANK AND TRUST, A DIVISION OF CEDAR
RAPIDS BANK AND TRUST COMPANY,

By: _____
Stacey Bentley

ATTEST:
By: _____

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared Stacey Bentley, to me personally known, who, being by me duly sworn, did say that she is the Authorized Representative of Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company, and that said instrument was signed on behalf of said company; and that the said Stacey Bentley here as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

Notary Public in and for the State of Iowa

Attachments: (a) Proof of payment of taxes

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Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS AND COMMUNITY BANK AND TRUST, A DIVISION OF CEDAR RAPIDS BANK AND TRUST COMPANY

WHEREAS, by Resolution No. 7418, adopted November 24, 1986, and amended by Amendment No. 1, approved by Resolution No. 12,795 on May 14, 2001, by Amendment No. 2, approved by Resolution No. 18,165 on July 16, 2012, by Amendment No. 3, approved by Resolution No. 18,837 on November 11, 2013, by Amendment No. 4, approved by Resolution 20,864 on December 18, 2017, and by Amendment No. 5, approved by Resolution 21,367 on December 17, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Downtown Development Area Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Downtown Development Area Urban Renewal Area ("Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Community Bank and Trust, a Division of Cedar Rapids Bank and Trust Company (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Development Area Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction

of a 2,900 square foot commercial, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$140,000, or the amount accrued under the formula outlined in the proposed Agreement for Private Development, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs

in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6th day of July, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2020.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 30, 2020
SUBJECT: Rezoning Request #RZ20-001 – Approximately 177 acres east of Union Road and north of W. 27th Street (West Fork Crossing Development)

REQUEST: Rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District (Case #RZ20-001)

PETITIONER: Echo Development/Brent Dahlstrom, ISG Engineering

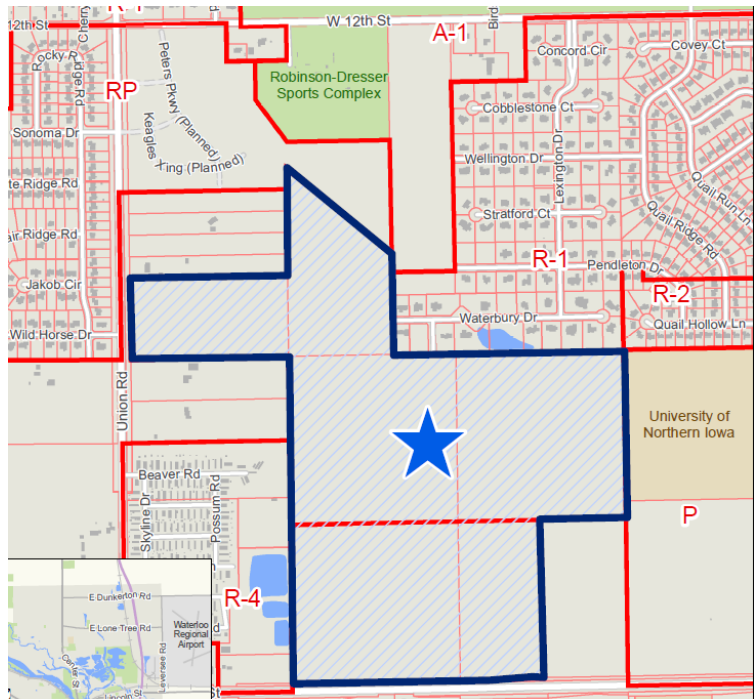
LOCATION: 177 acres of property east of Union Road and north of W. 27th Street

PROPOSAL

The petitioner has submitted a request to rezone approximately 177 acres of land located east of Union Road and north of W. 27th Street to RP Planned Residence District to allow the area to develop according to an RP Master Plan with single-unit detached homes on a variety of lot sizes and associated neighborhood infrastructure and amenities.

BACKGROUND

The northern 120 acres of the subject property was rezoned from A-1 Agricultural District to R-1 Residence District in October 2019. The intent at the time was to allow for development of a traditional single family subdivision



according to the R-1 zoning standards. However, in developing plans for future development of the southern 57 acres of land currently zoned A-1, the developer indicated a desire to allow a variety of single family lot sizes to serve a broader market and to create flexibility to create an efficient layout of the future neighborhood in response to the topography and drainage patterns of the land. The requested RP Planned Residence District provides the flexibility the developer desires, so they are requesting to rezone the entirety of the area to RP and have submitted a draft RP Master Plan for consideration.

The subject property is bordered by an R-1 zoned single family subdivision (Lexington Heights) and an RP District (NewAldaya development) to the north and a manufactured home development, zoned R-4, located to the west. Undeveloped land owned by UNI and the site of the new Cedar Falls High School is located along the eastern boundary of the subject property. West 27th Street extends along the southern boundary of the property with undeveloped farmland to the south. The northern edge of the property is bounded by the western reach of the University branch of Dry Run Creek. This portion of the property is located in the 100-year floodplain that runs along Dry Run Creek.

The rezoning of this property must be carefully considered by evaluating the characteristics of the land, the infrastructure needed to serve the future neighborhood, and how the new development would be integrated and connected to the surrounding areas of the community.

ANALYSIS

Current Zoning

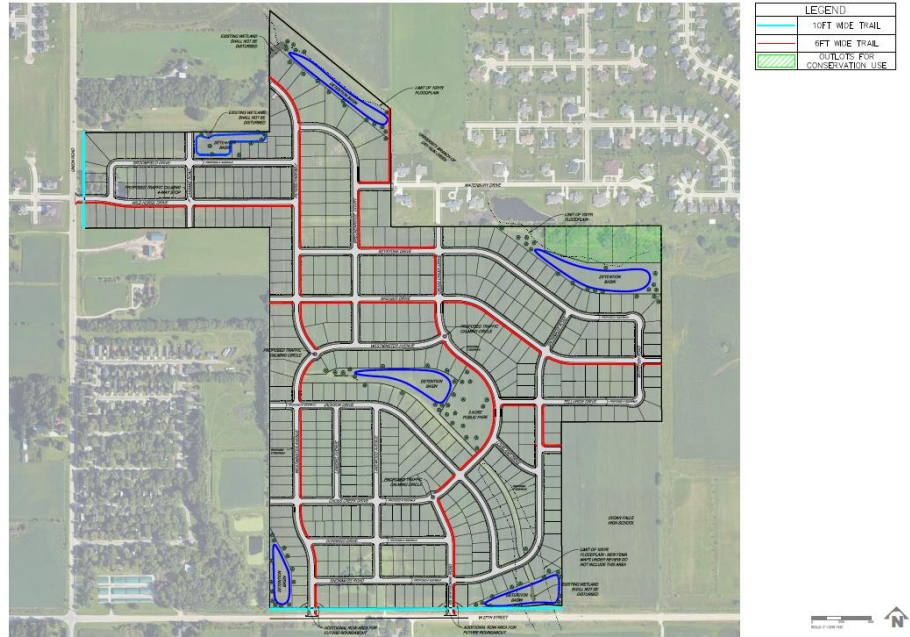
The purpose of the A-1, Agricultural Zoning District serves as a “holding zone” for future urban development until municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, requests for rezoning can be considered according to the City’s Comprehensive Plan and Future Land Use Map. The R-1 Residence District provides for development of low density residential neighborhoods consisting largely of one and two-unit dwellings.

Proposed Zoning

The RP, Planned Residence District is intended to provide for orderly planned growth of residential development on larger tracts of land. The zone allows for flexibility in residential building types, setback standards, and building height, but requires minimum lot sizes equivalent to what is required in the R-4 Residence District. For detached single-unit dwellings the minimum lot size is 6,000 square feet. To ensure that the area is developed in an orderly manner, provides for efficient traffic circulation between neighborhoods, and includes the necessary infrastructure to meet the needs of the future residents, a master plan must be submitted with the rezoning, which is adopted through a developmental agreement. The developer has submitted a master site plan and a development phasing plan, which are attached to this report. The features of the master plan and phasing plan and how they fit with the characteristics of the site are described in more detail in the following paragraphs.

Land Use, Development Density, and Dimensional Standards

The proposed development consists of single-unit detached dwellings located on a range of lots sizes from 6,000 square feet to around ½ acre, with about half the lots in the low end of the range and about half in the mid to high end of the range. The resulting residential density proposed for the entire development is approximately 3 units per acre, which falls into the low density range according to the City's Comprehensive Plan. To create a compatible mix and spacing between dwelling



units and to provide for safe vehicular and pedestrian movement, staff recommends the following minimum standards be adopted as part of the master plan and development agreement. These standards are consistent with the standards of the R-4 Zoning District:

1. Min. lot area – 6,000 square feet
2. Min. lot width – 60 feet
3. Min. front yard setback – 20 feet
4. Min. side yard setback – 10% of lot width
5. Min. rear yard setback – 30 feet
6. On corner and double fronting lots – min. 20 foot setback along all street frontages
7. Double fronting lots located along Union Road and W. 27th Street – min. lot depth of 150 feet.
8. Corner lot driveway locations shall be a minimum of 20' from the intersection of local streets and a minimum of 75' from the intersection of Union Rd or W. 27th according the SUDAS standards.
9. No direct driveway access to Union Road or W. 27th Street.
10. Maximum building height: 2-1/2 stories above grade as measured at the front building line and not to exceed 35 feet above grade at any point around the perimeter of the building.

Phasing of the Development

The most important aspect of the phasing plan is to ensure that the major east-west and north-south connections develop first to provide good traffic circulation so that not any one street becomes over-burdened with traffic for an extended period of time. The goal is to avoid situations like what is occurring near Aldrich Elementary School where the only travel route to the school is via Erik Road while other critical street connections that could provide alternative travel routes have been delayed while other phases of the development have proceeded first. For the West Fork Crossings development, these important first connections include:

- The east-west connection between Union Road and Waterbury Drive;
- The north-south connection to W. 27th via Peters Parkway and Westminster Avenue;
- The north-south connection from Waterbury Drive and Cross Creek Drive to W. 27th and Cedar Falls High School via multiple intervening streets, which will allow local residents

from West Fork and Lexington Heights to travel to the high school without having to drive a much longer route via 12th Street, Union Road or Hudson Road to the school access points along W. 27th Street. Staff notes that the local neighborhood connection to the school property will be near the northwest corner of the school site, but the exact location will need to be coordinated with the school district. This connection will also provide an option for students to walk or ride their bike to school, which would not be very feasible if this local connection to the school site was not provided.

The developer has proposed a phasing plan with seven “work areas” identified (see attached phasing map). Each of these work areas should include no more than two final plat phases and would proceed in the order indicated. The developer has indicated that construction of around 40 houses per final plat phase is typical, so for example areas # 3 and #4 should each be platted in one phase. The 1st final plat must include the street connection to Union Road, so that construction traffic can be routed from Union Road rather than through the Lexington Heights neighborhood. Staff notes that the portion of the property south of the central east-west greenway must be served by a sewer connection from the south due to the topography. This is likely the reason that the 3rd work area is proposed in the southeast corner. It is anticipated that the school district will extend the sewer from south of W. 27th Street to the school site. The West Fork developer would then pick it up from there and extend it to serve the new development (see more information about the sewer connection below). It is important that the development includes a continuous north-south connection to W. 27th in a timely manner to provide adequate traffic circulation. To that end staff recommends that there be a condition in the development agreement that at least one continuous street connection from work area #2 to W. 27th be constructed within one year of the high school opening. It is anticipated that the new high school will open in fall of 2023.

Street and Trail Connectivity

It is best practice to design neighborhoods with a compact pattern of blocks with intersecting streets every 300 to 600 feet. Excessively long blocks, cul-de-sacs and dead end streets have hidden long term costs to the community, including increased emergency vehicle response times, increased travel times to work or school, increased traffic congestion, and disincentives to walk or bike to neighborhood destinations, particularly for children. The master plan for West Fork Crossings illustrates the intended pattern of streets and blocks that form a modified grid. Staff finds that the proposed plan provides good connectivity throughout the development and stubs the streets to the property boundary so that a similar street network can continue in adjacent properties. While some of the blocks exceed 600 feet in length, the general pattern is well designed and responds to the topography and environmental features of the site.

The master plan also illustrates proposed trail connections. These include a network of wide sidewalks to encourage walking and biking and 10-foot wide trails along both Union Road and W. 27th Street. Note that there is a trail extension proposed north along the edge of the development that will connect to the NewAldaya property to the north. When this portion of the NewAldaya property is developed, the trail can be connected to the Robinson Dresser Sports Complex, thus creating a direct route for walking and biking from the West Fork neighborhood and from the new high school to the sports complex. The Union Road Trail is scheduled for construction this summer, so instead of the developer building a typical residential sidewalk along this frontage, they will be expected to pay the City an amount equivalent to the cost of a typical residential sidewalk and the City will pay the oversize cost and construct the trail. This

arrangement will be included in the development agreement.

Traffic calming techniques, such as short blocks with intersecting streets and traffic circles at key intersections, can be effective. The submitted master plan identifies locations where traffic circles will be installed to slow traffic.

Topography and Environmental Features

Most of the subject property is currently farmed. The topographic map to the right illustrates the slope of the land, the drainage patterns, and three small wetlands. The University Branch of Dry Run Creek extends along the northern boundary of the property and creates a natural buffer between the proposed development and the Lexington Heights neighborhood to the north. The developer has agreed to sell the small area of land located north of Dry Run Creek to the abutting property owners along Waterbury Drive. When the property is subdivided these lots can be created and conveyed to these neighbors. A conservation easement should be established over these lots to prevent inappropriate development activity. The developer hired an environmental scientist to delineate the wetland areas and resulting report was submitted to the US Army Corps of Engineers, who have determined these wetland areas to be non-jurisdictional. However, it is the policy of the City to preserve all wetland areas to the extent possible. The developer has indicated that they do not plan to disturb the wetlands. This may prove difficult for the one located along the southern border of the site because a stormwater detention facility is planned in this area. A plan for mitigating any wetland lost due to development activity will be required at the time of platting.



Stormwater Management

As part of a future platting process, a stormwater management system will be designed to accept the stormwater runoff from the west and north. The stormwater will be directed toward multiple detention basins on the site and released at a controlled rate into the floodplain. The stormwater management system must be designed so that it will not adversely affect the current and future residents surrounding and within this development. The submitted master plan illustrates six different areas where detention basins will be established. These correspond with the existing drainage patterns and topography. The stormwater management areas can be designed as neighborhood amenities to help meet the open space needs and trail connections to serve this new neighborhood. The Comprehensive Plan illustrates the drainage ways as greenways so will need to be taken into account with the design of the plat. Details of the stormwater management plan will be reviewed during the platting process to ensure that it meets all Code requirements.

Parkland and Greenspace

The Comprehensive Plan includes an analysis regarding the community needs for parkland including geographic distribution. Since this will be a new area for residential growth, there will be a need for neighborhood park space. With nearly 500 homes planned for this area and according to census data an average of 2.93 persons per dwelling unit, there is an estimated need for about 3 acres of parkland. According to the submitted master plan, a 3 acre park is planned within the central greenway that extends along the natural drainage way from the western boundary to the southeast corner of the site. The proposed parkland is centrally located and will be within ¼ to ½ mile walking distance for most neighborhood residents. Staff reviewed the proposed neighborhood park with the Parks and Recreation Commission at their February 13 meeting. They voiced their support for the park and commented positively regarding the size of the park and its accessibility and visibility with significant frontage along Cross Creek Drive. Dedication of the park to the City would occur after development of working area #4, which also includes additional open space along the natural drainage way and stormwater detention basin. The proposed park and greenway is consistent with the greenway and open space designation on the City’s Future Land Use Map.

Zoning considerations involve evaluation of three main criteria:

- 1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*

When the northern portion of the property was rezoned in 2019, the Future Land Use Map was amended to eliminate a portion of the neighborhood commercial designation on the far western edge of the property along Union Road and to more closely align the Greenways/Floodplain designation with the topography, drainage patterns and floodplain. The amended map is shown at right. The map now indicates that low to medium density residential development is appropriate on the subject property. The greenways/floodplain will serve as buffers for storm water management and detention. These areas also provide an opportunity, through thoughtful subdivision design, to create open spaces, natural areas, and neighborhood park space to serve the residents of the new neighborhood.



While the proposed master plan does not create separate, distinct areas of low density residential development and medium density residential development, overall the density of the area will fall within the low density range of less than 4 dwelling units per acre with a range of low to medium density lot sizes from a minimum of 6000 square feet to larger lots of ½ acre. Only single-unit detached dwellings are proposed. As shown on the master plan, in general the smaller sized lots are clustered in the northwest extension of the property near Union Road and in

the southern portion of the property south of the greenway and proposed park. Staff finds that the proposed master plan is generally consistent with the intent of the Future Land Use Map.

2) *Is the property readily accessible to sanitary sewer and water service?*

Sanitary sewer is available to the northern portion of the site. This sewer is located along the northern boundary of the property within the floodplain of Dry Run Creek. This sanitary sewer is located in the Cherrywood Interceptor Sewer District which includes a sewer tapping fee as part of the development. The sewer tapping fee is \$294.63 per acre of development. This fee is paid by the developer at the time of final platting. The portion of the development located generally south of the central greenway can only be served by extending the sewer from south of W. 27th Street. City Staff have encouraged the developer to partner with the school district on extending the sewer via the most cost effective route, which would help reduce costs for both parties. Regardless, the developer will have to pay for the extension of the sewer to serve the development by partnering with the school to construct it or through payment of a tapping fee. If they choose the latter and if the high school develops prior to development of the southern portion of the West Fork neighborhood, the school district will construct the sewer to their property and stub it to the boundary of their property. A new sewer district will be created and a sewer tapping fee established accordingly. The developer of West Fork will pay this fee at the time of final plat.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request. Water, electric, gas, and communication utilities are all available to this site from Union Road and Cross Creek Drive in the Lexington Heights subdivision and can be extended along W. 27th Street to serve the property from the south. There is a water connection fee for this property based on the street lineal footage of Union Road. This connection fee is part of the cost of the original water main installations on Union Road. All utility services will be extended into this property as part of the platting process.

3) *Does the property have adequate roadway access?*

As stated above, the property has good access to area streets and if developed in an orderly fashion according to the proposed phasing plan, internal street connections will help to distribute local traffic to neighborhood destinations, such as the new high school, while access along multiple routes to abutting collector and arterial streets will provide circulation to destinations in the larger community. The property has frontage along Union Road to the west and can be accessed from the east via Waterbury Drive and Cross Creek Drive. These connections to the Lexington Heights neighborhood will be important to provide travel routes between the two neighborhoods. The residents in Lexington Heights will benefit equally as they will have new travel routes to destinations west and south. For example, travel distance for residents of the West Fork and Lexington Heights neighborhoods to the new high school will be much shorter, making it possible for more students to walk or bike to school. The property is bounded by W. 27th Street along its southern edge. Two street connections are planned along this corridor, which will help to distribute local traffic to this major street corridor.

The City has contracted with a traffic engineer to conduct a traffic study for the area based on the proposed development of West Fork Crossings and anticipated traffic generated by

the new high school. The traffic study will provide information necessary to determine if additional right-of-way is needed along W. 27th Street for street improvements and how the intersections should be designed to manage the traffic flows. The developer has illustrated the right-of-way necessary for roundabouts at the two southern intersections proposed along W. 27th Street in case the traffic study indicates roundabouts are the most appropriate intersection design.

While there may be no development planned for the UNI property to the east of this site, at some point in the future there may be reasons to provide a connection to PE Center Drive. Similarly, several connections to the property to the north and to the west will provide access to the surrounding areas and allow for additional development if the larger lots along Union Road were ever to be subdivided or if the manufactured home development were ever to be redeveloped.

Other modes of transportation include bike and pedestrian accommodations. Public sidewalks will be included as a part of the subdivision platting process. Future trail locations within this development are important in order to provide the connections from the planned Union Road trail to the west, the W. 12th Street trail and Robinson-Dresser Sports Complex to the north and the W. 27th Street trail to the south as well as connections to the east into the proposed high school site on W. 27th Street.

Summary

In summary, the upzoning of the land from A-1 Agricultural District and R-1 Residence District to RP Planned Residential causes a need for neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, stormwater management facilities, sewer and water lines. Staff finds that the master plan submitted by the developer provides for all these important elements, is designed to respond to the natural topography of the site, and is consistent with the Comprehensive Plan and Future Land Use Map. Staff recommends that the City enter into a development agreement with the petitioner to ensure that the development proceeds according to the submitted master plan.

A notice was mailed to the adjoining property owners on May 7, 2020 regarding this request.

STAFF RECOMMENDATION

The Community Development Department recommends approval of RZ20-001, a rezoning from A-1, Agricultural District and R-1, Residence District to RP, Planned Residence District, subject to a master plan and development phasing plan and other development conditions outlined in the staff report, which will be incorporated into a developmental procedures agreement that will be forwarded to the City Council for adoption by resolution prior to the final reading of the ordinance to rezone. Staff notes that a draft of the agreement is attached. Staff is working out final details of the agreement with the developer and will submit the final agreement for consideration and adoption by resolution at the same Council meeting as the third reading of the ordinance to rezone the property.

The Planning and Zoning Commission recommended approval of the proposed rezoning, subject to the recommendations in the staff report, on a vote of 7-0.

PLANNING & ZONING COMMISSION

Introduction
5/13/20

Chair Holst introduced the item and Ms. Howard provided background information. She explained that the proposed rezoning is for approximately 177 acres located north of West 27th Street and east of Union Road. The northern portion of the property was rezoned in October 2019. She discussed the proposed zoning in each part of the property and the proposed master plan that was submitted by the developer. Ms. Howard stated that single-family detached homes are being proposed on different sized lots in the area, from 6,000 square feet up to ½ acre lots, with most in the lower to midsize range. She discussed the street and trail connectivity shown on the proposed master plan, as well as topography and environmental features, stormwater management, greenspace and parks, and described the proposed development phasing. She provided a rendering of the different work areas proposed in the order they will be completed. She noted that the phasing was particularly important to ensure that the major north-south and east-west road connections are made in a timely fashion to prevent traffic circulation issues in the future neighborhood, particularly when the new school is built. These important streets include connections between Waterbury Drive and Union Road, and two north-south street connections to 27th Street and a neighborhood street connection near the northwest corner of the new high school site. This will allow local residents a much shorter route to school that will encourage walking and biking. Staff recommends that at least one north-south route be completely constructed within one year of the high school opening, anticipated in 2023. The Future Land Use Map was displayed for the area and Ms. Howard stated that the project is consistent with the Comprehensive Plan. She noted that the development is also accessible to public infrastructure, but that sanitary sewer will need to be extended from the south to serve the southern half of the development. Staff has recommended that the developer work with the school district on a mutually beneficial arrangement for extending the sewer. Howard summarized the points in the staff report. Staff recommends discussion by the Commission at this time and setting a public hearing for the upcoming meeting on May 27.

Gale Bonsall, 85 River Ridge Road, stated that he feels it is a great subdivision and asked about the potential for him to develop property he owns in the area. The developer agreed to discuss the possibilities with Mr. Bonsall for connection to their proposed street stub to the north.

Mike Goyen, 1712 Union Road, noted concerns about parking as the lots are smaller and wondered about the width of the streets. He also asked about the proposed retention pond next to his property and where the overflow will go, as well as whether he will be responsible for weed management.

Tim Veheyen, project engineer from ISG, stated that the standard street width should not create parking issues. He also explained that the detention basin is the responsibility of the developer, and the overflow will drain across his property, but it will be no different than the drainage pattern that exists currently. He noted that the drainage would be more controlled with the detention pond in place.

Tim Verheyen, project engineer from ISG, addressed the phasing and how it was decided to be completed in the order that has been proposed.

Mr. Leeper recused himself from the discussion due to a conflict of interest. There were few comments from the Commission. The item was moved to the next meeting.

Public Hearing
5/27/20

The first item of business was a public hearing on a rezoning request for West Fork Redevelopment from R-1 and A-1 to RP, Planned Residential that was discussed at the last meeting. Chair Holst introduced the item and Ms. Howard provided

background information. She explained that the northern 120 acres of the property was rezoned in October 2019 and the owner would like to rezone the entire 177 acres now to RP. She noted that a proposed Master Plan was submitted as well and discussed the details of the master plan. She covered street and trail connectivity, topography and environmental issues, stormwater management, greenspace and parks, and development phasing. Ms. Howard discussed the phasing in more detail explaining the proposed work areas and their locations. She talked about consistency with the Comprehensive Plan, noting that the master plan is consistent and staff feels the proposal is desirable to serve the community. Ms. Howard spoke about the accessibility to public infrastructure and stated that sanitary sewer will need to be extended and that sanitary sewer tapping fees would be required at platting.

Staff recommends approval of the rezoning request, subject to a R-P master plan and development phasing plan according to the stipulations in the staff report.

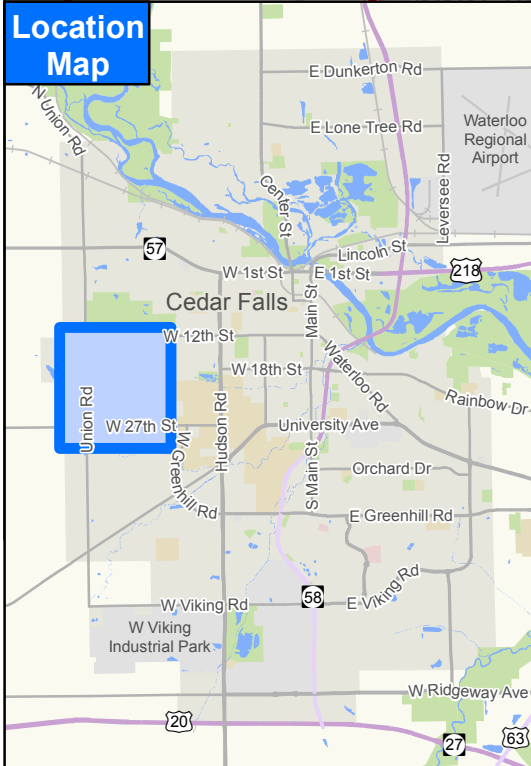
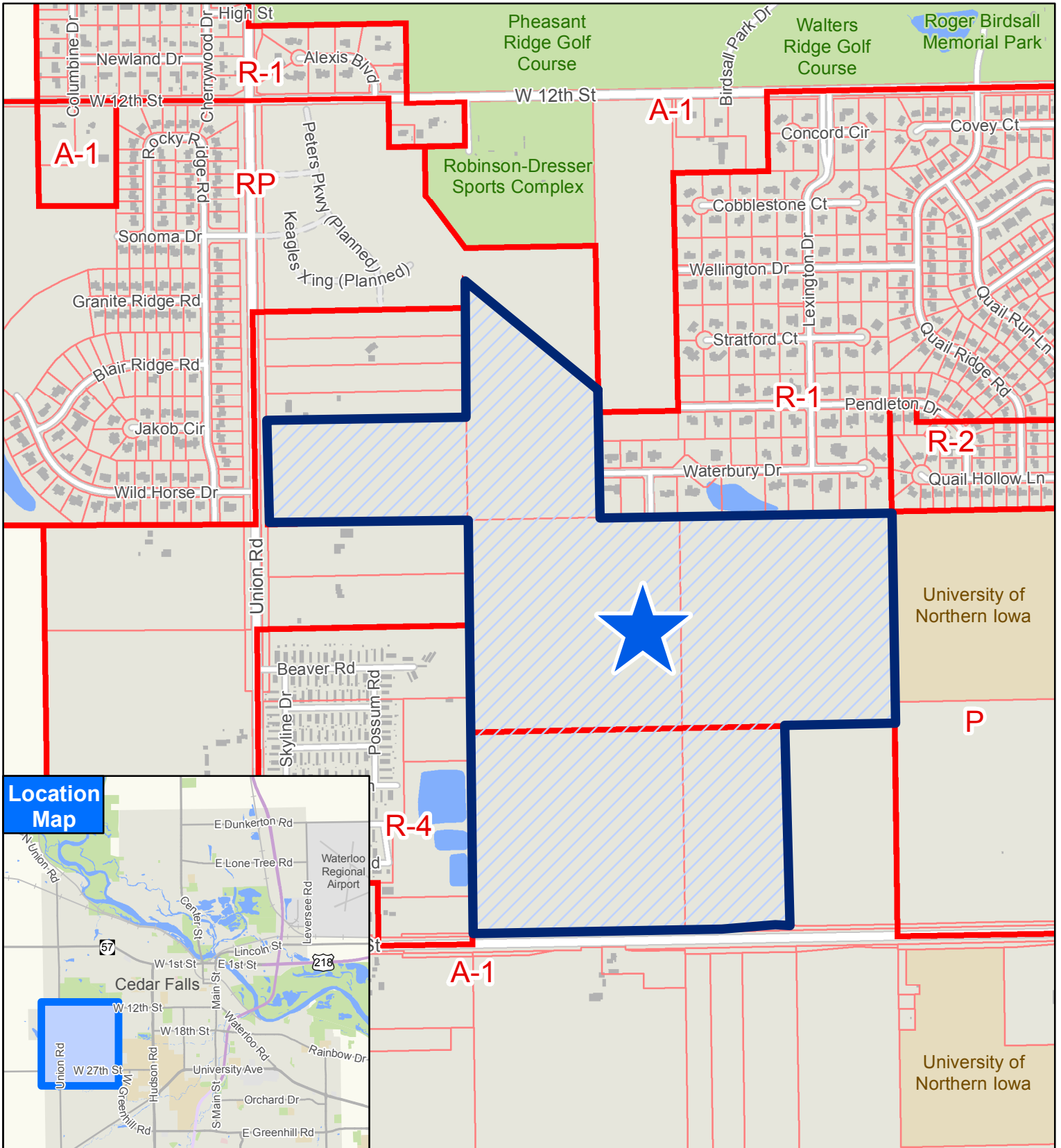
Tim Verheyen, 4818 Briarwood Drive, project engineer from ISG representing the developer, provided brief information regarding utilities on the property and their location.

Ms. Saul made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Lynch, Prideaux and Saul), and 0 nays.

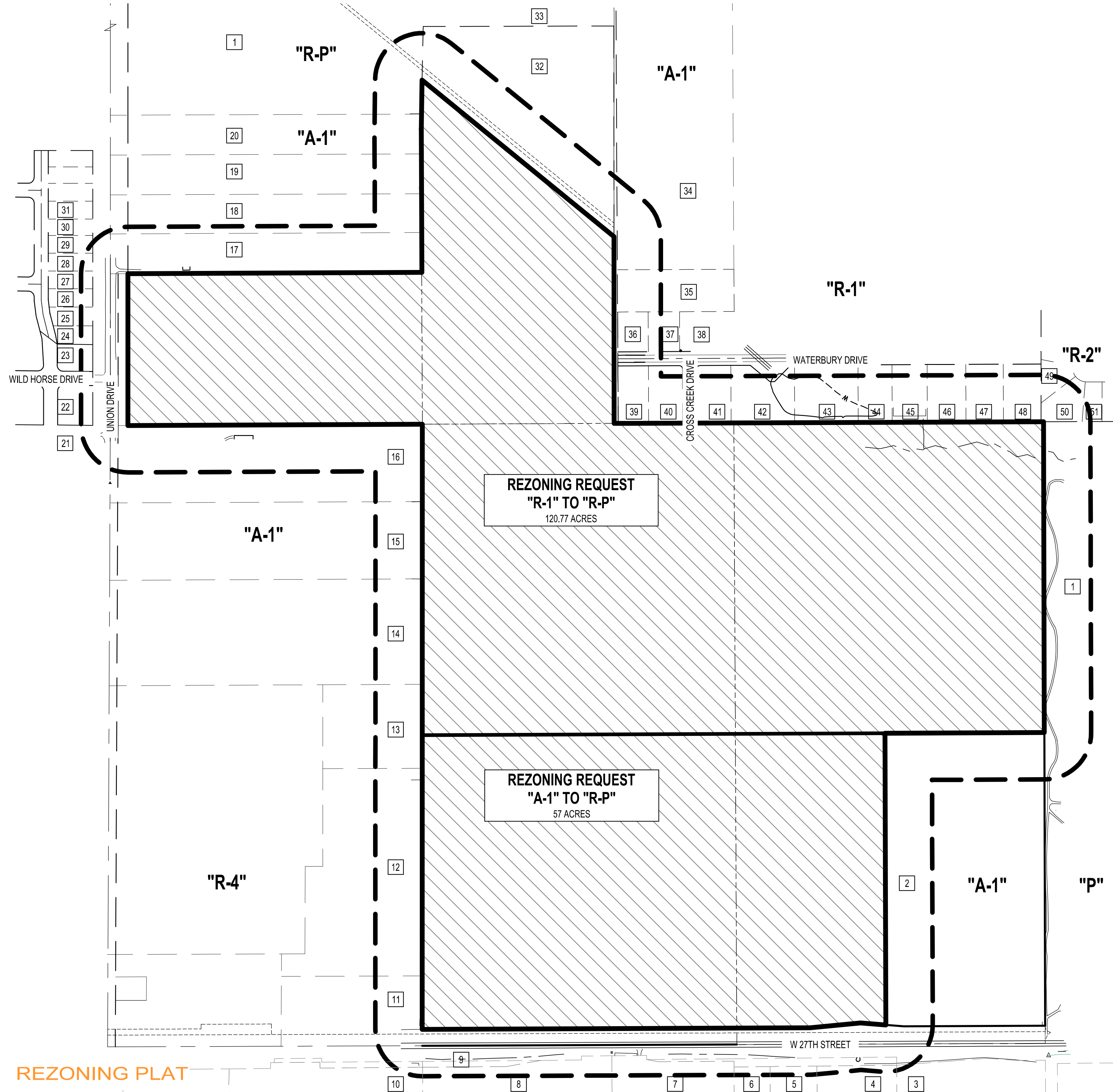
Cedar Falls Planning & Zoning Commission

May 13, 2020

Item 6.



Rezoning of Property from A-1 Agricultural and R-1 Residential to RP Planned Residential



"OWNERS LISTING" FOR "REZONING REQUEST" "A-1 & R-1" TO "R-P"

LEGAL DESCRIPTION

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

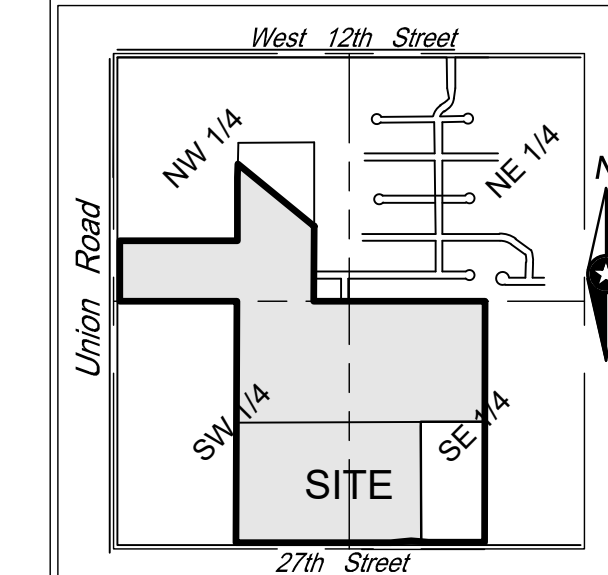
and

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

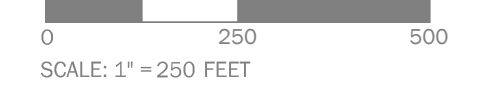
NAMES OF ALL PROPERTY OWNERS WITHIN 300 FEET OF REZONING

- | | | |
|-----------------------------------|----------------------------------|---|
| 1. STATE OF IOWA BOARD OF REGENTS | 21. PICKLUM, WARREN & NEYSA | 41. ESTEP, TARA & MARK |
| 2. STATE OF IOWA BOARD OF REGENTS | 22. PITZ, STEVEN & NANCY | 42. TIMM, STEVEN & JULIE |
| 3. RASMUSSEN CO | 23. BARNHART, THOMAS & CHELSEA | 43. SCHUERMAN CONSTRUCTION INC |
| 4. RASMUSSEN, DONALD R | 24. MIDWEST DEVELOPMENT CO | 44. MASON, BENJAMIN & CARMEN |
| 5. RASMUSSEN, JACK P TRUST | 25. MIDWEST DEVELOPMENT CO | 45. HURST, EMIL & JENNIFER |
| 6. RASMUSSEN COMPANY | 26. HERNANDEZ, KEVIN & GINA | 46. BRADLEY, DONALD & CAROL |
| 7. BRUNSCHON, KEAGHAN & ANTHONY | 27. MIDWEST DEVELOPMENT CO | 47. OLSEN, CHRISTOPHER & LEAH |
| 8. MORRIS, DANIEL & JULI | 28. MIDWEST DEVELOPMENT CO | 48. GERDES, BENJAMIN & ELIZABETH |
| 9. CITY OF CEDAR FALLS | 29. SPAUDE, CHRISTOPHER & ASHLEY | 49. BECKER, STACIE |
| 10. DAMGAARD, THOMAS & PAULA | 30. BARTELT, ROBERT & KALE | 50. CARPENTER, KELLY & KRISTEN |
| 11. SIRES, DAVID & JOY | 31. MIDWEST DEVELOPMENT CO | 51. SURNEDI, MURALI & VELAMASETTI, SAROJINIKALA |
| 12. SIRES, DAVID | 32. TERRACES AT WESTGLEN | |
| 13. SIRES, JOY | 33. CITY OF CEDAR FALLS CSD | |
| 14. SIRES, DAVID & LISA | 34. PAULSEN, GLORIA & HOWARD | |
| 15. RATH, ELIZABETH & RICHARD | 35. BNKD INC | |
| 16. TRESSLER, KENNETH & LORRAINE | 36. POPPENS, SCOTT & MURIEL | |
| 17. GOYEN, MICHAEL & DENISE | 37. PAGE, BRIAN & ELIZABETH | |
| 18. BONSALE, GALE | 38. RANGE, DEVIN | |
| 19. GIRSCH, MICHAEL | 39. HOLAHAN, CHRISTOPHER | |
| 20. GIRSCH, SUE | 40. HOLAHAN, BROOKE | |

VICINITY MAP (NOT TO SCALE)



SEC. 15, TWP. 89, RGE. 14
Black Hawk County, Iowa



REZONING PLAT



Architecture + Engineering + Environmental + Planning

WEST FORK CROSSING

CEDAR FALLS, IOWA - 04/29/2020
ISG PROJECT NO. 19-22603

ISGInc.com

Prepared by: Karen Howard, 220 Clay Street, Cedar Falls, IA 50613 (319)268-5169

**DEVELOPMENTAL PROCEDURES AGREEMENT
AND RP MASTER PLAN FOR WEST FORK CROSSING**

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called “CITY” and Money Pit, LLC. and Waterbury Property Investors, LLC, hereinafter called “OWNERS”, for the purpose of outlining procedures to be followed for the development of West Fork Crossing according to an RP Planned Residence District Master Plan and Development Phasing Plan, attached hereto and adopted herein as Exhibits A and B, respectively, said residential development containing approximately 177 acres of land, said land legally described as follows and hereinafter referred to as the “Property”:

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson’s Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner’s Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson’s Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

AND

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

RECITALS

WHEREAS, OWNERS submitted a petition to rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District, more specifically described above and hereinafter referred to as “the Property;” and

WHEREAS, the RP Planned Residence District is intended to provide the flexibility to establish multi-use and integrated use residential developments and to provide for the orderly planned growth of residential developments on larger tracts of land and that such planned residence districts be designed and developed in substantial conformity with the standards of the comprehensive plan and with recognized principals of civic design, land use planning and landscape architecture; and

WHEREAS, OWNERS acknowledge the up-zoning and general flexibility of the Property to RP Planned Residence District causes a need for orderly phased development and construction of neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, a well-connected network of streets, storm water management facilities, sewer and water lines; and therefore is in the best interest of the CITY and the OWNERS to enter into a developmental procedures agreement to ensure that the land is developed according to a master plan and development phasing plan that incorporates all these important elements, is designed to respond to the natural topography of the site, and is consistent with the intent of the RP Planned Residence District, the Comprehensive Plan and Future Land Use Map; and

WHEREAS, the OWNERS acknowledge that certain conditions and restrictions are reasonable to ensure that the property is developed in an orderly fashion according to a Master Plan and Development Phasing Plan that specifies allowed uses, lot dimensional standards, a well-connected street network, a trail and sidewalk network, parkland, storm water management facilities, traffic calming measures, and other necessary elements, the need for which is caused by the up-zoning of the site from A-1, Agricultural and R-1 Residence District to RP Planned Residence District; and

WHEREAS, the CITY requires and the OWNERS acknowledge the necessity of installing wider pedestrian facilities along major street corridors that abut the development to meet the needs of the subject development and the larger community, in the form of a 10-foot wide public recreational trail. The CITY shall pay the OWNERS the difference in cost between installing a 4-foot wide sidewalk typically required along street frontages within a residential subdivision and the 10-foot wide public recreational trail, or alternatively, depending on the timing of development, the CITY may construct the 10-wide recreational trail as a part of a public project, with the OWNERS responsible for reimbursing the CITY for their proportional share of the cost, namely the cost of installing a 4-foot wide sidewalk along said major street corridors; and

WHEREAS, it is the desire of the CITY to insure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP - Planned Residence District; and

WHEREAS, the OWNERS agree to develop the property in accordance with the terms and conditions of this Developmental Procedures Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and OWNERS agree as follows:

1. The Recitals are incorporated herein by reference.
2. In consideration of the CITY's rezoning of the Property, OWNERS agree that the development of the Property will conform to all other applicable requirements of the zoning chapter of the CITY's code of Ordinances, as well as the following stipulations:
 - a. Principal uses of the property are restricted to detached single unit dwellings;
 - b. Minimum lot area is 6000 square feet;
 - c. Minimum lot width is 60 feet;
 - d. Minimum front yard setback is 20 feet;
 - e. Minimum side yard setback is 10% of the lot width;
 - f. Minimum rear yard setback is 30 feet;
 - g. On corner and double fronting lots there shall be a minimum 20-foot setback along all street frontages;
 - h. Double fronting lots located along Union Road and W. 27th Street shall have a minimum lot depth of 150 feet;
 - i. Corner lot driveway locations shall be a minimum of 20 feet from the intersection of local streets and a minimum of 75 feet from the intersection of Union Road or W. 27th Street measured according to the SUDAS standards;
 - j. There shall be no direct driveway access to Union Road or W. 27th Street;
 - k. Maximum building height is 2-1/2 stories above grade as measured at the front building line, but not to exceed 35 feet above grade at any point around the perimeter of the building;
3. The Property shall be subdivided and developed according to the West Fork Crossing Master Plan, attached hereto and incorporated herein as Exhibit A, and according to the stipulations below:

- a. The Property shall be subdivided and developed according to the connected street and block pattern illustrated in Exhibit A. Street names shown on the master plan are for illustrative purposes and may change at the time of platting to meet City and County street naming policies;
- b. A variety of lot sizes shall be provided with overall development density not to exceed four dwelling units per acre;
- c. No cul-de-sacs shall be allowed;
- d. Streets shall be stubbed to the adjoining properties as illustrated in the master plan;
- e. At the northern terminus of Peters Parkway, an emergency vehicle turn around shall be constructed according to Public Safety Department standards and shall remain until such time as Peters Parkway is extended north to provide a connection to the Terraces at West Glen subdivision. Exact alignment of the northern terminus of Peters Parkway shall be determined at the time of platting;
- f. Traffic calming measures shall be implemented in the locations indicated on the master plan, in a manner that meets the specifications of the City Engineer;
- g. At the time of platting, the CITY shall determine the appropriate intersection design and right-of-way needs at the intersection of local streets with W. 27th Street;
- h. To serve the needs of the approximately 500 new households within the development area, a minimum three-acre neighborhood park shall be established in the location noted on the master plan and shall be graded and seeded in a manner acceptable to the CITY prior to dedication; the park shall be dedicated to the CITY subsequent to establishment and acceptance by the CITY of the adjacent storm water management facilities and drainage swale;
- i. 10-foot-wide recreational trails shall be constructed along the property's frontage on Union Road and W. 27th Street. The CITY shall pay the OWNERS the difference in cost between installing a 4-foot wide sidewalk typically required along street frontages within a residential subdivision and the 10-foot wide public recreational trail, or alternatively, depending on the timing of development, the CITY may construct said trail as a part of a public project, with the OWNERS responsible for reimbursing the CITY for their proportional share of the cost, namely the cost of installing a 4-foot wide sidewalk along said major street corridors, with payment due at final plat of the first subdivision phase;
- j. To provide for good bicycle and pedestrian circulation within and through the development, 6-foot-wide sidewalks shall be constructed along major travel routes as shown in the Master Plan;

- k. A 10-foot-wide trail shall be constructed from Waterbury Drive north along the eastern boundary of the Property, as shown on the master plan, for eventual extension through the Terraces at West Glen subdivision to provide a bicycle and pedestrian connection from the new neighborhood to Robinson-Dresser Sports Complex;
 - l. During development of the Property, all construction traffic shall access the site from Union Road or W. 27th Street; construction traffic shall not access the site from streets within the Lexington Heights subdivision;
 - m. At the time of platting a conservation easement shall be established on the lots labeled on the master plan as “outlots for conservation use;”
 - n. Delineated wetlands on the Property must be preserved to the extent possible with a plan for mitigating any wetland lost due to development activity required at the time of platting either on-site or through payment of wetland credits;
 - o. Sanitary sewer tapping fees shall be required at the time of final platting, including for subdivision phases served by a new sewer district, which will be established when the CITY constructs the sewer connection from south of W. 27th Street to serve the new high school site and the West Fork Crossing development;
4. The Property shall be subdivided and developed according to the West Fork Crossing Development Phasing Plan, attached hereto and incorporated herein as Exhibit B, and according to the stipulations below:
5. To ensure that the major east-west and north-south connections develop first to provide good traffic circulation as the development builds out, the Property shall be developed according to the Development Phasing Plan, attached hereto as Exhibit B, which will result in the following important street connections being constructed first:
- a. The east-west connection between Union Road and Waterbury Drive in phase 1;
 - b. The north-south connection between phases 1, 2, 3, and 4, from Waterbury Drive to Breckenridge Court, then to Westminster Avenue, then to Cross Creek Drive, then along Loveland Drive to Snowmass Road, to Silverhorse Road to the intersection with W. 27th Street;
 - c. In Phase 3, a street connection shall be constructed in line with the driveway entrance to the Cedar Falls High School site along its western boundary;
 - d. The north-south connection from the northern terminus of Peters Parkway in phases 1 and 2, and then along Westminster Drive in phase 5 to its intersection with W. 27th Street;
 - e. Another important connection to help distribute traffic within the neighborhood will be the connection in phase 6 from Cross Creek Drive to the phase 4 area; said

connection shall be given priority in the phasing of platting over the remainder of phases 6 and 7;

- f. Regardless of the phasing of the development, at least one continuous street connection must be constructed from the Phase 1 area to W. 27th Street within one year of the date the new high school opens.

- 6. The aforementioned conditions shall be binding upon OWNERS, their successors and assigns and shall apply to the above described real estate and shall run with the land. The West Fork Crossing Master Plan, attached hereto as Exhibit “A,” and the West Fork Crossing Development Phasing Plan, attached hereto as Exhibit “B”, both incorporated herein by this reference, shall be part of this Agreement.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

OWNER:
Money Pit, LLC.

By: _____
Brent Dahlstrom, (Title)

STATE OF IOWA)

) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Brent Dahlstrom, (Title), Money Pit, LLC, a limited liability company.

Notary Public in and for the State of Iowa

OWNER:

Waterbury Property Investors, LLC.

By: _____
Brent Dahlstrom, (Title)

STATE OF IOWA)

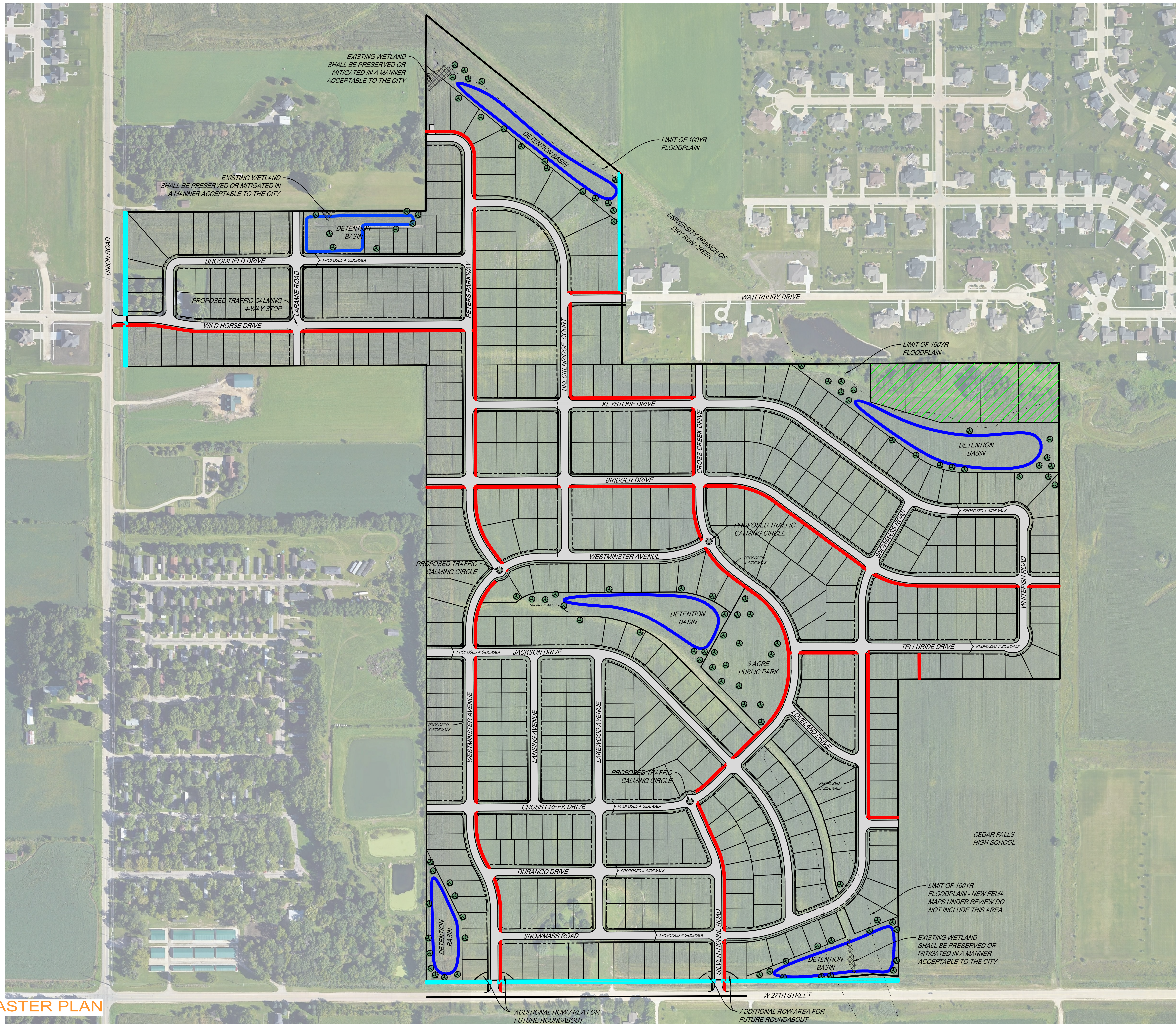
) ss:




COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2020, by Brent Dahlstrom, (Title), Waterbury Property Investors, LLC, a limited liability company.

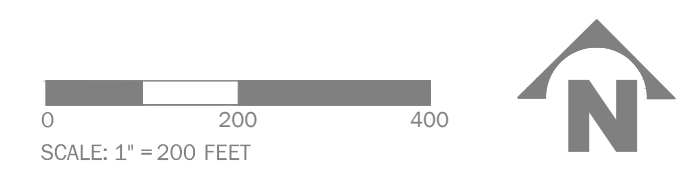
Notary Public in and for the State of Iowa

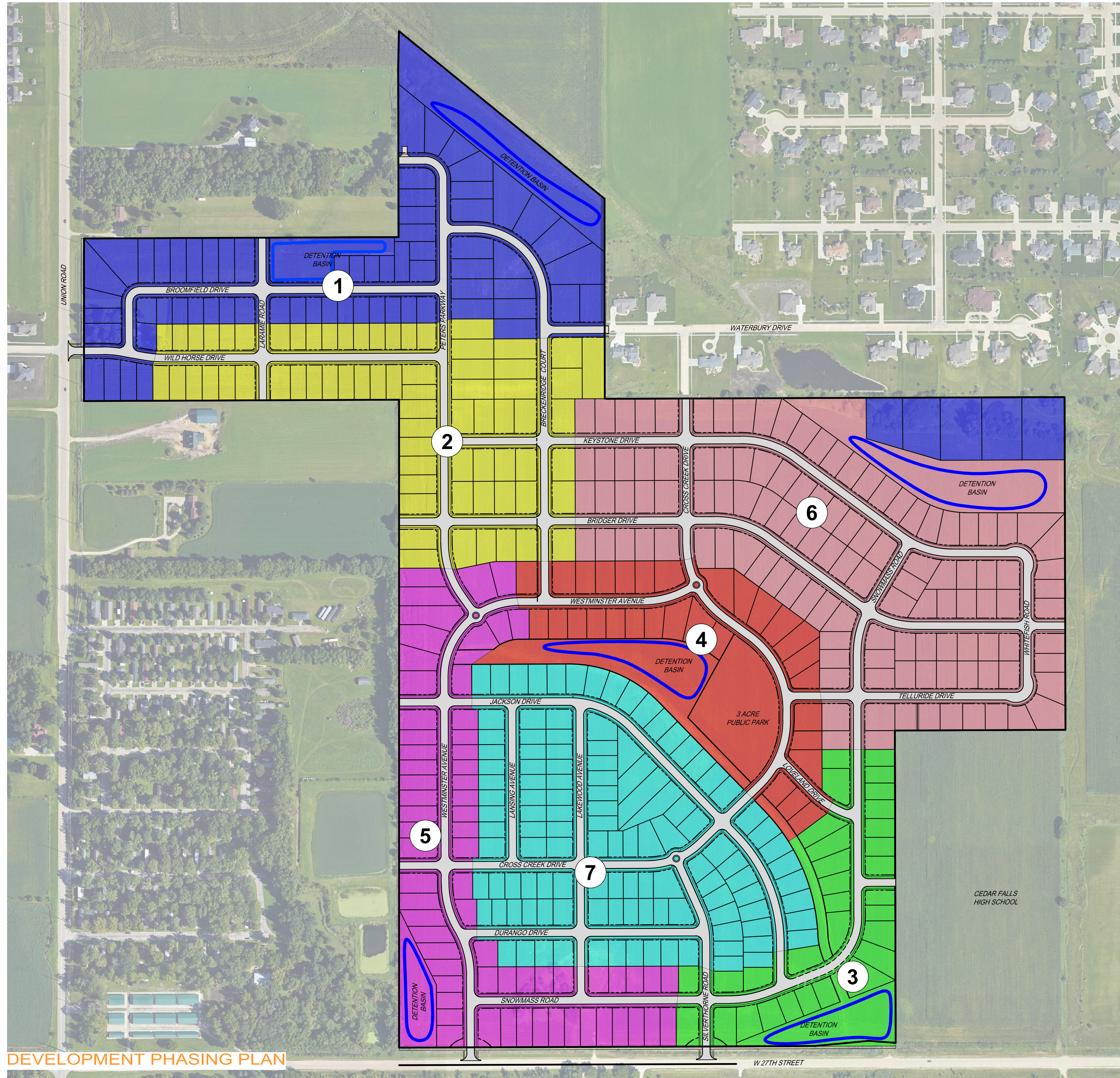
DRAFT



LEGEND	
	10FT WIDE TRAIL
	6FT WIDE TRAIL
	OUTLOTS FOR CONSERVATION USE

MASTER PLAN

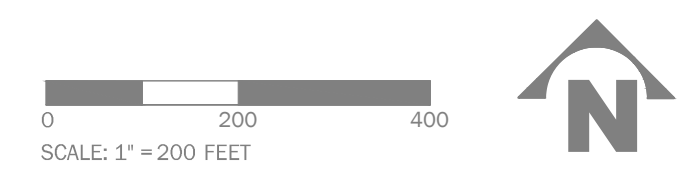




WORK AREA LEGEND	
COLOR	WORK AREA
	AREA 1
	AREA 2
	AREA 3
	AREA 4
	AREA 5
	AREA 6
	AREA 7

* WORK AREA PLAN IS PREPARED FOR POTENTIAL PHASING OPPORTUNITIES WITHIN WEST FORK CROSSING. THE PROPOSED WORK AREAS ARE NUMBERED BASED ON SEQUENCE OF TIMING FOR EACH AREA. EACH AREA WILL BE COMPLETED PRIOR TO COMMENCING WORK WITHIN THE NEXT NUMBERED AREA. WORK WITHIN AREAS 6 AND 7 WILL NOT COMMENCE UNTIL AREA 5 IS COMPLETED. THE SEQUENCE OF WORK WITHIN AREAS 6 AND 7 COULD INTERCHANGED DUE TO THE NEEDS OF THE CITY. ALL WORK AREAS WILL BE BUILT OUT BASED ON THE MARKET FACTORS.

DEVELOPMENT PHASING PLAN



Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 26-118,
DISTRICT BOUNDARIES OF DIVISION I GENERALLY
OF ARTICLE III DISTRICT AND DISTRICT
REGULATIONS OF CHAPTER TWENTY-SIX (26)
ZONING, OF THE CODE OF ORDINANCES, OF THE
CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING
SAID SECTION 26-118 OF SAID ORDINANCE, AS
AMENDED, SO AS TO APPLY AND INCLUDE THE
CHANGE IN THE ZONING MAP OF THE CITY OF
CEDAR FALLS, IOWA, AS PROVIDED BY THIS
ORDINANCE (Case #RZ20-001)

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 120 acres of property from R-1 Residence District to RP Planned Residence District; and approximately 57 acres of property from A-1 Agricultural District to RP Planned Residence District, more specifically described below; and

WHEREAS, said RP Planned Residence District allows for development flexibility according to a master plan to ensure that the area is developed in an orderly manner according to the principals of the Cedar Falls Comprehensive Plan; and

WHEREAS, an RP master plan and development phasing plan have been submitted with the rezoning application, the principals and provisions of which will be incorporated into a developmental procedures agreement between the City and the owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning;

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of an R-P Master Plan and Development Phasing Plan and find that said rezoning, master plan, and development phasing plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the R-P Planned Residence District;

WHEREAS, the Planning and Zoning Commission has recommended approval of said rezoning; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, the said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment on July 6, 2020; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. That the following described real estate, be and the same, is hereby removed from the R-1 Residential District and A-1 Agricultural District and added to the R-P Planned Residence District.

Legal Description

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821

AND

Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305

AND

The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656

EXCEPT

Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

AND

Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00007423.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same, is hereby amended to show the property described in Section 1, above, as now being in the R-P Planned Residence District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same, is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ July 6, 2020 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
 220 CLAY STREET
 PH: 319-273-8606
 FAX: 319-273-8610

INSPECTION SERVICES
 220 CLAY STREET
 PH: 319-268-5161
 FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
 110 E. 13TH STREET
 PH: 319-273-8636
 FAX: 319-273-8656

**VISITORS & TOURISM/
 CULTURAL PROGRAMS**
 6510 HUDSON ROAD
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 30, 2020
SUBJECT: Revised Easement Vacation for property at 312 W. 1st Street

REQUEST: Request to vacate a portion of an existing storm sewer easement (Case #VAC19-004)

PETITIONER: Community Bank & Trust, VJ Engineering

LOCATION: 19.2' by 21.9' storm sewer easement located at the northeast corner of the property at 312 W. 1st Street

PROPOSAL

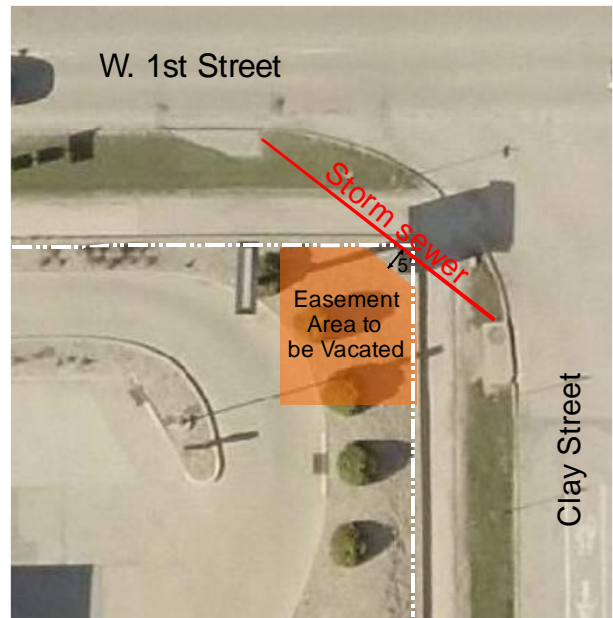
This request is to vacate a portion of a 19.2' by 21.9' storm sewer easement located at the northeast corner of the property at 312 W. 1st Street. This easement area is 420 square feet. It is proposed to retain a 50 square foot area off the northeast corner and vacate the remaining 370 square feet in order to create space for the construction of a new bank facility.

Please note: A similar request to vacate the entire easement and dedicate back to the City a 50-foot easement was determined to be legally problematic, as additional documentation would be needed for dedication of a new storm sewer easement. Therefore, the original resolution to vacate was not recorded to give time for the petitioner to consider their options. In consideration of this complication, the petitioner requests that Council rescind Resolution No. 21,932 dated April 6, 2020, and consider a new resolution (attached) vacating only a portion of the existing storm sewer easement.

BACKGROUND

In the late 1980s, the Iowa Department of Transportation reconstructed W. 1st Street (aka Highway 57) east of the Franklin/Center Street intersection. Prior to the start of this project, the Iowa DOT secured the necessary right of way and easements from the adjoining properties. One such easement is located at the southwest corner of W. 1st Street and Clay Street. This easement was necessary for the construction of a storm sewer that connects two street inlets at this intersection. At that time, the Iowa DOT secured a 19' by 21' easement to accommodate the new storm sewer and conveyed that easement in favor of the City of Cedar Falls.

In the summer of 2002, Community National Bank purchased the property. The bank remodeled the former Hardee's restaurant into a new branch facility that has operated at this site for the past 18 years. Recently, the bank is planning to construct a new branch facility near the northwest corner of this property. This site plan is for the new bank is described in a separate P&Z staff report under Case #SP19-017. During the initial review of this project, city staff indicated the need to vacate a portion of the easement near the northeast corner of the property to accommodate the proposed new construction. It has been determined that only an easement occupies this corner of the property and the bank owns the underlying property through which the easement crosses. After consultation with staff at the Iowa DOT, the city has determined the need to retain a 10-foot wide easement over this storm sewer. This easement is essentially 5 feet on both sides of the storm sewer pipe. The remaining portion of the existing easement may be vacated for the new bank facility.



RECOMMENDATION

The Community Development Department recommends approval of the partial storm sewer easement vacation at 312 W. 1st Street. The Planning & Zoning Commission recommended approval on a vote of (6-0) at their April 8, 2020 meeting.

Staff also recommends that Resolution No. 21,932 approved by Council on April 20 to vacate the entire easement and dedicate a new smaller easement be rescinded.

PLANNING & ZONING COMMISSION

Discussion 3/11/2020 Chair Holst introduced the item and Ms. Howard presented the staff report. Staff recommends gathering any additional comments from the Commission and continuing the discussion at the March 25, 2020 meeting.

Bob Seymour came forward to state that they appreciate the city working with them to vacate the easement and make the project possible.

The item was continued to the next meeting.

Discussion 4/8/2020 Chair Holst introduced the item and Ms. Howard provided background information. She explained that the property is located at the corner of West 1st Street and Clay Street at 312 West 1st Street. The bank would like to vacate the easement located at the northeast corner of the property and then dedicate a new, smaller easement for protection of the existing storm sewer. Staff recommends approval as the larger easement area is not needed to protect the storm sewer.

Ms. Prideaux made a motion to approve the item. Mr. Leeper seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Holst, Larson, Leeper, Lynch and Prideaux), and 0 nays.

Plat of Easement Vacation

Part of Lot 1, Block 17
Village (now City) of
Cedar Falls, Iowa

Index Legend
Description: Lot 1, Block 17, Village (now City) of Cedar Falls
Surveyor: Matthew Kofka, PLS 22561
Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829
Proprietor: Community National Bank
Survey Requested by: Bob Seymour w/Community National Bank

Reserved for County Recorder's Use

Easement Vacation Description:

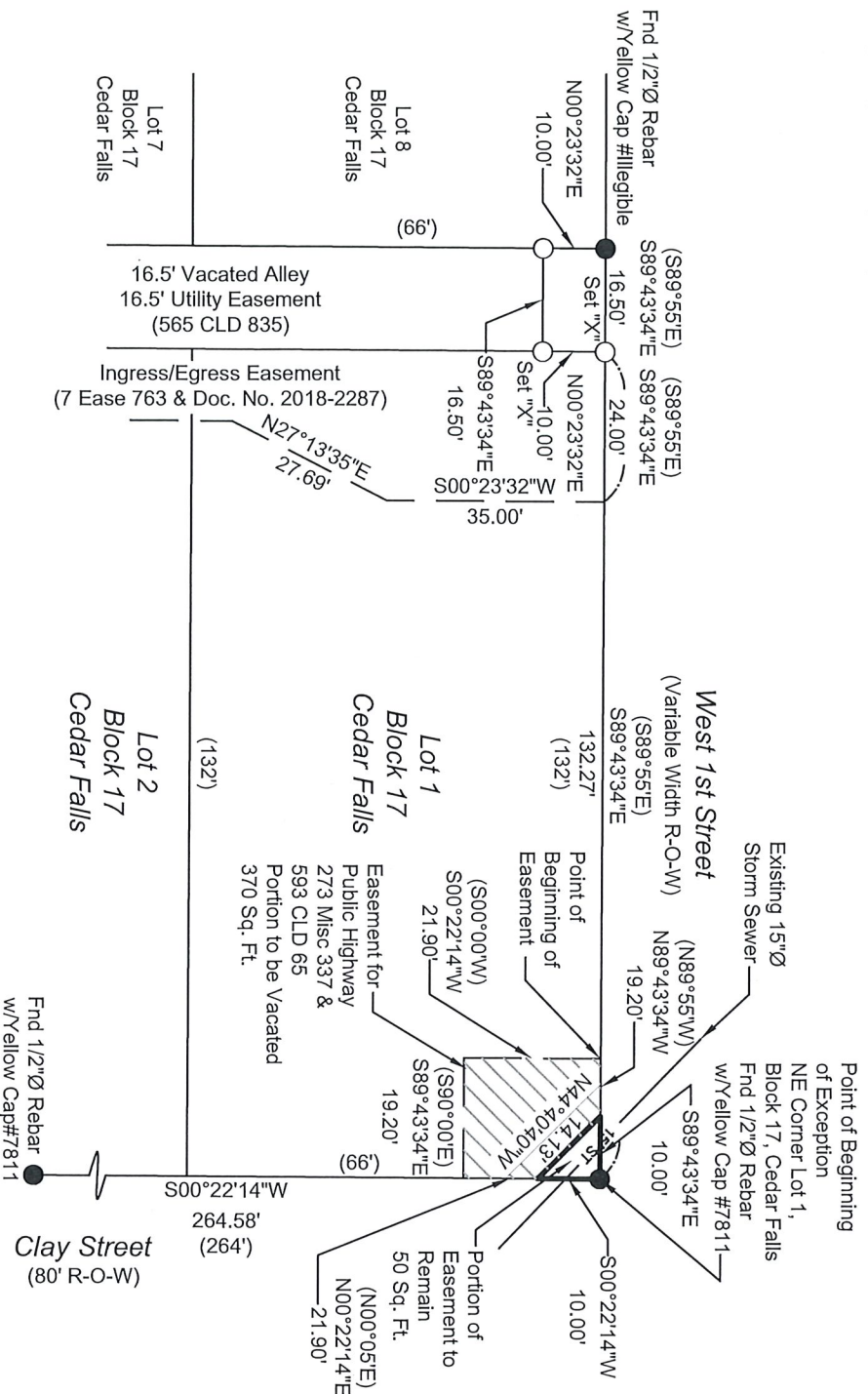
A parcel of land located in part of Lot 1, Block 17, original Plat in the Village of Cedar Falls, located in part of Sec. 12, T89N, R14W of the 5th P.M., Black Hawk County, Iowa, described as follows:

Commencing at the NW Corner of said Block 17; thence S89°55'E, 261.3 ft. along the north line of said Block 17; to the Point of Beginning; thence S00°00'W, 21.9 ft.; thence S90°00'E, 19.2 ft.; thence N00°05'E, 21.9 ft. along the east line of said Lot 1; thence N89°55'W, 19.2 ft. along said north line to the Point of Beginning; containing 420 sq. ft.

Except:

That part of Lot 1, Block 17 in the Village (now City) of Cedar Falls, Iowa, described as follows:

Beginning at the Northeast corner of said Lot 1; thence S00°22'14"W 10.00 feet along the East line of said Lot 1 and the West right-of-way of Clay Street; thence N44°40'40"W 14.13 feet to the North line of said Lot 1 and the South right-of-way of West 1st Street; thence S89°43'34"E 10.00 feet along the North line of said Lot 1 and the South right-of-way of West 1st Street to the point of beginning; containing 50 square feet.



Notes:

- 1.) The East line of Block 17 was assumed to bear S00°22'14"W, utilizing the Iowa Regional Coordinate System, Zone 5.
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Field work was completed: 10/21/2019
- 5.) Easement Area to be Vacated: 370 Sq. Ft.
- 6.) Easement Area to Remain: 50 Sq. Ft.

- Feature Legend**
- Set 5/8"Ø x 24" Rebar
w / Orange Cap L.S. #22561
 - Property Corner Found
 - △ Set Section Corner
 - ▲ Section Corner Found
 - 100.00' Dimension of Survey
 - (100.00') Dimension of Record



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Matthew A. Kofka
Matthew A. Kofka, P.L.S.
License number 22561
My license renewal date is December 31, 2020
Pages or sheets covered by this seal: 1

Date: 7/1/2020



198089



VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Easement Vacation
Lot 1, Block 17
Village (now City) of Cedar Falls

page	1/1
scale	1"=30'
drawn by	MAK
date	6/2/20

RESOLUTION NO. _____

RESOLUTION TO VACATE A PORTION OF AN EXISTING STORM SEWER EASEMENT ON LOT 1 BLOCK 17 ORIGINAL PLAT OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND TO RESCIND RESOLUTION No. 21,932

WHEREAS, a recommendation was submitted to the City Council of the City of Cedar Falls by the Cedar Falls Planning and Zoning Commission to vacate and dedicate a storm sewer easement within Lot 1, Block 17, Original Plat of Cedar Falls, Black Hawk County, Iowa; and

WHEREAS, on April 20, 2020, the City Council of the City of Cedar Falls passed resolution No. 21,932 to vacate and dedicate said easement as noted above, but subsequent to passage of said resolution, it was determined that the more appropriate action was to vacate only a portion of the existing easement rather than vacate it in its entirety and dedicate a new easement; and

WHEREAS, as required by law, a public hearing was held by the City Council of the City of Cedar Falls on July 6, 2020, to consider vacating only a portion of said easement and to rescind the previous resolution No. 21,932; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the City of Cedar Falls, Iowa to rescind resolution No. 21,932;

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the City of Cedar Falls, Iowa to vacate a portion of said easement as legally described below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that Resolution No. 21,932 is hereby rescinded in its entirety.

BE IT FURTHER RESOLVED that 370 square feet of the existing storm sewer easement located over, under and upon the property, as described below, is hereby vacated, retaining 50 square feet of said existing easement, as described below:

A PARCEL OF LAND LOCATED IN PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE OF CEDAR FALLS, LOCATED IN PART OF SEC. 12, T89N, R14W OF THE 5th P.M., BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID BLOCK 17; THENCE S89°55'E, 261.3 FT ALONG THE NORTH LINE OF SAID BLOCK 17 TO THE POINT OF BEGINNING; THENCE S00°00'W, 21.9 FT.; THENCE S90°00'E, 19.2 FT.; THENCE N00°05'E, 21.9 FT.

ALONG THE EAST LINE OF SAID LOT 1; THENCE N89°55'W, 19.2 FT. ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; CONTAINING 420 SQ. FT.

Except retaining that portion of said existing easement over, under and upon the property, as described below:

THAT PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE (NOW CITY) OF CEDAR FALLS, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°22'14"W 10.0 FT ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT OF WAY OF CLAY STREET; THENCE N44°40'40"W, 14.13 FT TO THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1ST STREET; THENCE S89°43'34"E, 10.0 FT. ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1ST STREET TO THE POINT OF BEGINNING, CONTAINING 50 SQ.FT.

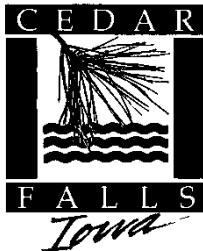
See Plat of Easement Vacation attached.

INTRODUCED AND ADOPTED this 6th day of July, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 19, 2020
SUBJECT: Resilience Plan

At the last council meeting on June 1, 2020, there was a lot of discussion about the professional services agreement with Perkins & Will to work with the City to develop a Resilience Plan for the City of Cedar Falls. The contract was approved that night, but now may be reconsidered. Based on that, we wanted to provide some additional information that might address some of the questions that were asked at the prior council meeting. Attached are the following:

- The contract that was approved at the June 1st meeting. There are no changes to the contract, but wanted to provide the document again since it may be reconsidered.
- A summary that Perkins & Will provided for informational purposes only to address some of the council member questions that were brought up at the last meeting. Again, we thought this might be helpful information in making an informed decision.
- The full proposal that was submitted by Perkins & Will for informational purposes only. The proposal describes the team that will be working with the City and more detail about some of their past projects and their plans for the Cedar Falls' project. There may be slight differences in the proposal versus the contract since there were a few items that the City and Perkins & Will agreed to when developing the contract.

If you have any questions regarding the contract, the project, or the committee in general, please feel free to contact me.



AIA[®] Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the first day of June in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
and the Architect:

(Name, legal status, address and other information)

Perkins and Will
IDS Center
80 South Eight Street
Minneapolis, Mn 55402

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Urban Planning – General resilience plan for the City of Cedar Falls, Iowa. The plan will be a conceptual document, not to be used directly for construction, bidding or high-accuracy reference. The comprehensive, exploratory and participatory planning required by the project is such that a precise description of the services or outcomes is not possible. The Scope document outlines deliverables based on activities, anticipated outcomes, calendar duration, the number of meetings (including public meetings and workshops), the anticipated report length and the allocation of labor. Some items are more precisely scoped than others.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

TABLE OF ARTICLES

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9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

The scope of services is for a "Resilience Plan." See the attached exhibit for more detail

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 Notwithstanding anything within the full scope of this Agreement to the contrary, the Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Douglas Pierce, Senior Associate Perkins and Will

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3. Refer to the attached Exhibit A, Sustainability Plan Cedar Falls, Iowa dated 03-27-2019

(Paragraphs deleted)

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

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ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Following its good faith evaluation of the information provided, the Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Douglas Pierce, AIA
Senior Associate
Perkins and Will

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided, with limits no less than required of the Architect in Section 1.5.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

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§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to, damages incurred by the Owner or Architect for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 NOT USED

§ 4.1.5 NOT USED

§ 4.1.6 The Owner acknowledges that the Architect and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of the Architect, or its consultants, in the execution or performance of the Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. A request for

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mediation shall be made in writing within a reasonable time after the claim, dispute, or other matter in question has arisen, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

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that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Architect is proceeding in reliance on Architect's understanding that Architect's services include administration of the Contract during the Construction Phase. Accordingly, the Owner may only terminate this Agreement (upon not less than seven days' written notice to the Architect) for the Owner's convenience and without cause prior to the Architect's commencement of the construction documents phase. Any termination for convenience or unilateral reduction in the scope or duration of the services of Architect or Architect's consultants after commencement of the construction documents phase by the Architect without the prior written consent and agreement of the Architect is a material breach of this Agreement. In the event of such termination or unilateral reduction without the prior written consent by and agreement with the Architect, in addition to and not in substitution of any other of Architect's termination or other rights under this Agreement, the Architect may at its sole option and discretion terminate this Agreement upon seven (7) days' written notice. In such event, the Owner shall have all information identifying the Architect and Architect's consultants removed from the Architect's deliverables (although the Owner shall have a license to use such deliverables for the Project), shall release the Architect and Architect's consultants from any liability arising out of or related to such termination, and will indemnify, defend and hold the Architect and the Architect's consultants harmless from any and all responsibility or liability (including liability for any and all claims) for the deliverables, the content of the deliverables, or the use thereof.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

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(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
None
- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:
None

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)
- At the completion of Substantial Services

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

5 % Annually

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The deliverable of electronic documents to the Owner shall be in PDF form or in the files native to their development (PowerPoint and / or Indesign) .

§ 7.4.1 Any use of, or reliance on, all or a portion of a file shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 Not Used

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§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Not Used

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to assert a claim or defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§8.1 Not Used

§8.2 Not Used

§8.3 PAYMENT DISPUTES

Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the relationship of services performed to the invoiced amounts during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the relationship of services performed to the invoiced amounts, the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs of collection, including attorneys' fees, incurred in enforcing any compensation provisions of this Agreement.

§8.7 WAIVER OF SUBROGATION

The Owner agrees to include in all agreements and documentation connected with this project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:

Exhibit A – Sustainability Plan, Cedar Falls, Iowa
Exhibit: Terms and Conditions

In the event of conflict between the terms of "Exhibit A – Sustainability Plan, Cedar Falls, Iowa" and Exhibit "Terms and Conditions" on the one hand, and the terms contained in the other documents comprising this Agreement on the other hand, the terms of Exhibits "Exhibit A – Sustainability Plan, Cedar Falls, Iowa" and exhibit "Terms and Conditions" shall control.

.3 Other documents:

Perkins and Will Scope of Services dated May 13, 2020

This Agreement entered into as of the day and year first written above.



OWNER *(Signature)*

CONSULTANT *(Signature)*

(Printed name and title)

John Slack Associate Principal

(Printed name, title, and license number, if required)

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Exhibit A

**Sustainability Plan
Cedar Falls, Iowa**

03-27-2019

**INSURANCE REQUIREMENTS FOR
CONSULTANTS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

insert project name
 Cedar Falls, Iowa
 City Project No. _____

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
 The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

insert project name
Cedar Falls, Iowa
City Project No. _____

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

insert project name
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The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

insert project name
 Cedar Falls, Iowa
 City Project No. _____

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

insert project name
Cedar Falls, Iowa
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**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

insert project name
Cedar Falls, Iowa
City Project No. _____

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

insert project name
 Cedar Falls, Iowa
 City Project No. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Business Name 123 Main Street Anytown, IA 0000		INSURER A : Carrier should reflect rating of A-, VIII or better INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	X		Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CHANGE IN SCOPE OF PROJECT.

No change in scope shall be permitted without the prior written agreement of both parties.

2. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the Vendor. These personnel may also be changed for other reasons however, in either case, the City retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Cedar Falls.

3. INSURANCE.

The Vendor shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule

4. INDEMNIFICATION.

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor's SubVendor, or anyone directly or indirectly employed by Vendor or Vendor's SubVendor or anyone for whose acts Vendor or Vendor's SubVendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

5. ERRORS & OMISSIONS.

In the event that the work product prepared by the Vendor is found to be in error and revision or reworking the work product is necessary, the Vendor agrees that it shall do such revisions without expense to the City, even though final payment may have been received. The Vendor must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the City's right to seek recovery of damages for negligence on the part of the Vendor herein.

6. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the Vendor in this Contract is prohibited unless written consent is obtained from the Director of Transportation Services and approved by the City.

7. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.

3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Falls relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

8. ASSIGNMENT.

The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

9. BID CURRENCY/LANGUAGE.

All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

10. BID INFORMATION IS PUBLIC.

The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting the bid any document to the City of Cedar Falls in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Falls and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Falls and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Falls arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

11. BID REJECTION OR PARTIAL ACCEPTANCE.

The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

12. CONFLICT OF INTEREST.

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

13. CONTRACT DOCUMENTS.

The Contract Documents are this Contract, the Request for Proposals, the Contractor's Proposal and Contract Proposal Pricing Form, and the following additional documents, if any.

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Proposals, the Contractor's Proposal and

Contract Proposal Pricing Form, and the following additional documents, if any.

14. DISPUTES.

Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

15. FORCE MAJEURE.

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

16. LAWS AND REGULATIONS.

The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Black Hawk County, Iowa.

17. NO GIFT STANDARD.

The City of Cedar Falls is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value. Please reference City AP 4.10.

18. NON-COLLUSION STATEMENT.

Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the

employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.

All Contractors that engage in contracts with the City of Cedar Falls, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familia status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

20. REGULATORY AGENCY COMPLIANCE.

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, DOT – Department of Transportation, and FTA-Federal Transit Authority. The City of Cedar Falls expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work performed.

21. SAFETY DATA SHEETS.

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Falls. City of Cedar Falls employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

22. TAXES.

The City of Cedar Falls is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

23. TERMINATION OF CONTRACT.

The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the

Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

24. WARRANTIES.

The Contractor shall perform pertaining to the Project as set forth in the Contract.

Contractor represents that the Project and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

25. WARRANTIES - INTELLECTUAL PROPERTY.

Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

Perkins & Will

SCOPE OF SERVICES

05.13.2020

Project Understanding

The project scope of work for the Cedar Falls Resilience Plan is primarily related to community empowerment and Resilience plan development. Key participants in the plan development include the Resilience Working Group, the public, the City staff and technical staff, along with City partners. Major themes for the plan will focus on the economic, environmental and social benefits of resilience.

Our team is prepared to deliver a Resilience Plan that addresses the cities key drivers:

- Unify existing, and developing initiatives and strategies that support resilience and emission reductions.
- Identify climate action strategies, implementation plans and metrics for measuring outputs and outcomes.
- Identify the community's desired strategies using a fairness and equity lens in order to ensure benefits for all members and groups of the community.
- Leverage partnerships and the community towards prioritized strategies in support of climate action.

The work will progress along the following timeline:

- May 2020 Project Awarded
- June 2020 Project Begins
- September 2020 Project Status Update
- November 2020 Specialized Actions submitted to City Departments for consideration during annual goal-setting and budgeting process
- November 2020 Full Draft Report Submitted
- December 2020 Final resilience Plan for City Council Approval



PHASE 1 – DISCOVERY

Phase 1 of the planning process will focus on developing a City and Community Team (CT) and Public engagement strategy, synthesizing previous studies, examining the existing conditions, and working with the stakeholders to define opportunities for the Resilience Plan around mitigation, adaptation and equity.

1.1 Community and Stakeholder Engagement Plan

Deliverable: Draft Community Engagement Plan that clarifies goals, roles, meeting schedule, workshop dates and public outreach and communication specifics. This will include a key understanding of the preparation and participation in key meetings and other community engagement activities.

1.2 Online Kick-Off and Planning Meetings with the City / Partners and other identified key stakeholders.

Deliverable: Agenda for kick off meeting, public participation and communications plan, and summary of meeting.

Agenda for Planning Meeting and finalized process plan.

Start Online Engagement

1.3 Review, analyze and integrate existing plans, initiatives, and other relevant planning studies.

Deliverable: An understanding of the issues, plans and strategies developed in previous planning efforts and synthesis of the illustrations and recommendations from each study, tool or policy.

1.4 Resilience Discovery Findings

Our early Mitigation, Adaptation, Resilience, Benefits, Social Equity, Partnerships Discovery analysis will be based on existing studies, available data and knowledge gained from interviews and workshops.

Deliverable: Resilience Discovery Findings as a slide deck that compiles information and summarizes findings regarding the short and long-term opportunities for climate action and resilience within the city and surrounding based on existing plans, reports and information. This information will ‘set the stage’ for starting Phase 2.

Scope of Services and Methodology

PHASE 2 — ONLINE WORKSHOPS

This phase will focus on outreach and identifying solutions for carbon mitigation, adaptation, social equity and overall resilience. Our team will actively synthesize their professional expertise with that of local stakeholders, the city, and the public.

2.1 Update Online Engagement

Deliverable: Online and print media including the project webpage (site), social media, online surveys and news outlets will be used as outreach to the community.

2.2 Online Workshop Series #1: Identify Opportunities and Options

A stakeholder interview and workshop charrettes will be the primary events to establish a vision, plan options, preferred direction and steps towards implementation of the final plan.

We will utilize recognized charette strategies to ensure that primary stake- holders and the public understand, contribute to, and feel ownership of the workshop options and concepts. This will be coupled with Rockefeller 100 Resilient Cities techniques around identify and addressing chronic shocks and stressors. The charrette agenda will be based on the following outline:

- **Online Primary Stakeholder Interviews and Workshop #1** occur on Day #1. The outcomes will help inform the Workshops to be held in Phase #2. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. The charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.
- **Online Public Workshop.** The Public Workshop follows the Stakeholder Interviews and Workshop to inform the Workshop. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. Charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.

Deliverable: Organize, lead and facilitate interviews and workshops. Capture all outcomes and post to a location assessable by the Stakeholders.

2.3 Prepare a Resilience Plan Outline Draft

- The ideas that are developed and key findings/ outcomes from Workshop Series #1 will be documented and summarized in an outline form.
- The workshop outcomes will be used to inform follow-up research, development and additions to the outline.

Deliverable: Resilience Plan Outline DRAFT

PHASE 3 — DRAFT RESILIENCE PLAN

This phase will focus on prioritizing and synthesizing the options and opportunities identified and developed in Phase 2.

3.1 Update Online Engagement

Deliverable: Update the project webpage (site), social media. Publish notices to news outlet.

3.2 Online Workshop #2: Prioritize Options and Scenarios

A two-workshop charrette process will be the primary event to establish synthesize prioritized options, opportunities and follow-up work from Workshop Series #1. Stakeholders will be invited to participate in the Community Team Workshop. The charrette agenda will be based on the following outline:

- **Online Primary Stakeholder Workshop #2** The charrette Team will use input from the Workshops in Phase 2 to develop synthesized Implementation Scenarios that identify key strategies, resources and phasing for related actions. The implementation strategies will also represent stakeholder and public input to inform project objectives, measures, and technical criteria.

Deliverable: Organize, lead, and facilitate the workshop. Capture all outcomes and post to a location assessable by the Stakeholder Team.

Scope of Services and Methodology

3.3 Prepare Near Final Draft Resilience Plan

The workshop outcomes will be used to inform follow-up research, development and additions to the outline. Follow-up will be performed by the consultant team, project stakeholders.

Deliverable: DRAFT Resilience Plan for review by the City, stakeholders and interested members of the public. Among many other items, the plan will identify topics, actions and metrics that could be developed as ordinances.

PHASE 4 – FINAL PLAN AND APPROVAL

This phase will focus on the creation of an Open House Presentation, comment opportunity and a Finalized Report.

4.1 Update Online Engagement

Online and print media including the project webpage (site), social media and news outlets will be used as outreach to the community.

Deliverable: Near final DRAFT Resilience Plan in the form of Slide Deck and outreach to the public about the Open House.

Online Workshop #3: Open House Presentation of Near Final Options and Scenarios

Workshop #3 will be structured as an iterative presentation in which content is presented as a series of short content sessions, with each session followed by a question, answer and comment period.

Comments will be used to make modest adjustments to the near final DRAFT as part of finalizing the Resilience Plan.

Deliverable: Online Public presentation of the near final DRAFT of Resilience plan to an Open House forum with comments.

Collection of final comments from the City, Stakeholders and Public.

4.3 Finalize Resilience Plan

Deliverable: The Consulting Team will prepare a final Resilience Plan with modest updates from the City, Community Team, Stakeholders and Public. Final report is anticipated to be a 20 to 25 page combination slide deck / report.

The plan will be conceptual for use as a guidance tool. Implementation costs for action items (and inaction) relative to water resource management and carbon management will be defined as "High," "Medium," or "Low,"

Scope of Services and Methodology

Featured components of our approach to community Online engagement include:



Community Workshop

A Workshop will provide a forum to involve local residents and other

stakeholders in a meaningful dialogue about the Resilience Plan. The primary intent of the workshops are to augment the background analysis, brainstorm with the community to define strengths, weaknesses opportunities and threats. The workshops emphasize hands on, interactive and fun activities. We would recommend three workshops.



Listening Sessions / Focus Groups

Focus group meetings will allow the project team to host deeper conversations

and receive detailed information from stakeholders who have an interest and knowledge of previous work or issues related to the Resilience Plan. These conversations will help the project team refine the plan's vision and direction and ensure that the concerns of groups with specific issues (for example, city staff and departments, property/business owners) are included early on.



Project Website

The project website offers an opportunity to provide an overview of the project and inform members of the public. It provides an avenue to share project progress and to build interest and grow participation for the in-person workshops and open houses. We have generated project specific websites using Square Space as well as hosted sites such as Social pinpoint. Social media accounts have also be used successfully.



Communication Efforts

A key to the success of the planning process will be to engage the public,

encouraging participation in the dialog at each public meeting. It is important the public is informed about the planning process and that they are familiar with the work that has been done to date. We will assist the City with preparing materials for use on the project website, blogs, newsletters, e-mail distribution lists, public notice advertisements, direct mailings, local newspapers, and other means of communication with the participants and community-at-large.

Some examples of our communication efforts include:

Social Media: Creation of a Facebook page and Twitter channel can help drive visitors to the project website so they can view project updates and information as they are uploaded. Similarly, Facebook and Twitter can be used to share information about upcoming in-person workshops and increase participation at those events.

News Releases, e-Newsletters and Media Alerts: These can be authored and submitted to contacts at local and regional news outlets, websites, and public access outlets. News releases and media alerts can be a useful tool to update the public on major project milestones, community meetings, significant findings and recommendations, and overall project successes.

Online surveys and real time polling: These tool summarize responses for all involved. Real-time polling can be used to give a visual representation to a workshop in real time. On-line surveys can be authored and sent out for the public to comment or the project at a time that works for their schedule.

Resilience and Climate Adaptation

We will focus on adaptation, resilience and social equity to deliver the follow outcomes as defined by the city:

- **Adaptation, Mitigation and Resiliency:** The Resilience Plan should identify climate science predicted increased negative climate impacts and should incorporate appropriate mitigation, resilience and adaptation throughout.
- **Benefits Framing:** The Resilience Plan should reinforce the benefits of resilience action and focus on how the plan’s elements will improve community well-being. The Resilience Plan should discuss both the costs of inaction and discussing the costs of the recommended action.
- **Social Equity:** The Resilience Plan should detail impacts on different communities and groups in Cedar Falls, and how the implementation will incorporate social equity and empowerment considerations; and
- **Partnerships:** The Resilience Plan should incorporate actions that partners should prioritize, and ways the community can leverage these partnerships to initiate stronger climate action.

The overall resilience plan team, including the resilience committee, will collectively identify resilience strategies integrated across diverse sectors of the Cedar Falls economy, infrastructure and community. The intent is to generate co-benefits and create high-value return for the overall community of Cedar Falls on the economic, environmental and social capital invested by city, the community, organizations, businesses and individuals.

Water Resource Plan

The team will listen to the City and stakeholder needs during the engagement phase, canvas the City’s ongoing flood risk reduction efforts, and the city’s overall relationship with the river and water to develop a Water Resourcing Planning component to the resilience plan. This will include a **Resilient Water Opportunities** section and an **Extreme Weather and Climate Adapted Flooding Vulnerability Assessment**. The opportunities plan will focus on the co-benefits of adapting to increased flood and torrential rain risk in ways that collectively enhance the quality of place and life in Cedar Falls.

The assessment will summarize the City’s existing flood risk reduction strategies related to extreme riverine flooding, urban flash flooding from extreme precipitation and possible groundwater level changes. assessment will summarize Cedar Falls trends relative to these hazards and possible future impacts to vulnerable City facilities, residents, businesses and key infrastructure.

The Resilient Water Opportunities Plan will use the vulnerability assessment insights and maps to craft risk-reduction strategies that are integrated with urban land, Infrastructure and amenity potential within Cedar Falls. The plan will also action items and additional targeted technical studies to reduce long-term water based risks to the community, while improving the urban, neighborhood and ecological environments for the overall community of Cedar Falls.

Systems Oriented GIS Data Analysis

As a fundamental resilience deliverable, our team will evaluate the intersection of long-term future scenarios surrounding riverine flooding and flashing flooding on infrastructure, essential amenities and vulnerable populations using science based systemic scenario thinking coupled with GIS mapping.

We can use this same approach to explore other key topics as defined by stakeholders and workshop groups. These area might include evaluation of opportunities and risk areas for extreme heat incidents and access to cooling shelters, along with other equity topics such as affordable housing. Based on the availability of existing data sets, other factors could include but are not limited to areas at risk for high levels of pollution exposure, limited access to public transit and or city institutions, and city infrastructure vulnerabilities based on the availability of existing data sets.

Ease of access to GIS data, and labor allowances will be used to maintain an appropriate scale and quantity of GIS mapping efforts.

Energy Analysis for Mitigation and Adaptation

We will provide a detailed ResiliencePlan using a Wedge analysis across multiple categories including residential energy, commercial energy, industrial energy, transportation, water, and paths toward Zero Waste. That work stream will be leveraged and combined with our climate adaptation knowledge to explore scenarios around the intersection of carbon mitigation, temperature change, renewable energy, energy efficiency and energy security for short-term crisis conditions and long-term energy independence at a citywide and regional scale.

Scope of Services and Methodology

Carbon Planning

With the strong focus of carbon emissions reductions our approach for this portion of the work will be to:

- Define Cedar Falls’ emissions reduction goal based on the latest climate science.
- Identify mitigation strategies based on available emissions data and / or emissions proxies.
- Leverage our community engagement process to incorporate new strategies that represent the community’s needs and values.
- Prioritize strategies based on a nuanced understanding of the potential impacts on emissions, life-cycle costs, social equity, and resilience.
- Provide implementation resources and tracking methods that empower and engage residents, businesses, and institutions to move from planning to action.

In addition to relying on our carbon planning experience and access to global best practices, our work will be informed by feedback from Cedar Falls stakeholders, ideas generated by community members, and insights from the concurrent work on adaptation and resilience planning.

The carbon planning scope will include the following tasks:

Develop a bold and transformative long-term vision for community-wide emissions.

- Based on the most current climate science, our team will evaluate Cedar Falls current status and assist in establishing appropriate emission reduction goals. We will engage stakeholders to discuss topics such as the implications of shifting to a carbon budget or leveraging achievable near- term milestones to support an aggressive long-term goal. We will also propose goals by sector (e.g. transportation) and by energy source (e.g. electricity) that reflect feasible timelines for transformative change.
- Our team will develop a list of strategies in the residential, commercial, industrial, transportation, water and waste sectors that would contribute to achieving the community’s greenhouse gas reduction goal(s).

- Leveraging the tools and expertise we have developed through our scenario planning experience our team will develop a wedge analysis to demonstrate the contribution of individual strategies toward Cedar Falls’ overall greenhouse gas reduction targets, aiming to demonstrate a feasible roadmap to achieving the community’s goal.

Deliverable: Reduction Targets and Implementation Strategies

Utilizing the community-wide greenhouse gas inventory provided by the City of Cedar Falls:

- Help develop a long-term resilience vision with science-based targets.
- Identify implementation strategies with general recommended timelines (short, medium, long-term).
- Quantify each proposed measure’s potential emission reduction.
- Estimate feasibility (technical) of strategies.
- Help ensure the collective actions positively impact all populations and move the city toward greater social equity. (Assuming this will be strongly rooted in the community engagement work)
- Develop a wedge analysis to understand the contribution of individual strategies toward the overall GHG reduction targets.

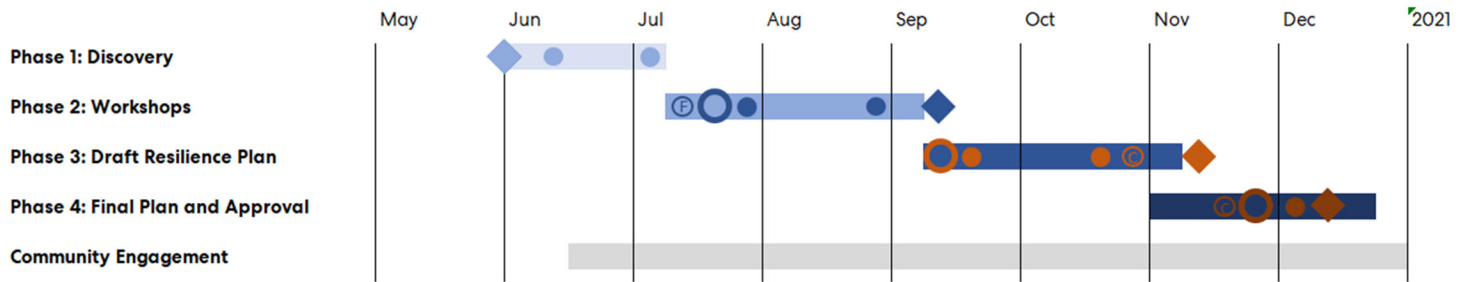
Deliverable: Toolkit for Action

- Develop a system for monitoring and evaluating progress utilizing CDP
- Develop standard operating procedures for completing annual GHG emissions inventories (Municipal & Community-wide) and provide templates for completing.
- Develop a template for an annual report that can easily be communicated through a variety of media.

Perkins&Will

PROJECT SCHEDULE (UPDATED)

Cedar Falls Resilience Plan



- Project Kick-off
- *Core Team Workshop / Meeting
- **Stakeholder Focus Groups and Check-ins
- ***Public Workshop
- Resilience Plan Outline Draft
- Stakeholder Workshop(s)
- Submit Near Final (Full) Draft Plan
- Open House Presentation, Q+A, Comments
- Submit Final Plan for City Council Approval

Note: All Meetings, Presentations and Workshops are Virtual (Online)
 *Core Team: Resilience Working Group (7-8 People)
 **Stakeholders: Invited participants who are interested and knowledgeable of previous work or issues related to the Resilience Plan
 ***Public: Local residents and stakeholders

Cedar Falls Resilience Team Plan Labor Hours

Perkins & Will

John Slack	25
Doug Pierce	120
Support	60

LHB

Becky Alexander	150
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Barr Engineering

Matt Metzger	80
Support	50

General Resilience Plan

Resilience Team	120
<hr/>	
	605

Cost Proposal

Phase 1: Discovery

Phase 2: Outline and Special Actions

Phase 3: Draft Plan

Phase 4: Final Plan and Approval

SUMMARY OF SERVICES

Engagement

Integrative Resilience Planning

Carbon Planning

Water Resource Planning

Total

\$87,500

Includes reimbursables up to \$2,000 for licenses fees or similar attributable to virtual (online) services. All project workshops, meetings and presentations including public meetings and workshops will be conducted online.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)
6/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American Zurich Insurance Company		40142
INSURER B: Endurance Risk Solutions Assurance Co		43630
INSURER C: Lloyds & London Co		
INSURER D: Zurich American Insurance Company		16535
INSURER E: American Guarantee and Liab. Ins. Co.		26247
INSURER F:		

INSURED
1078545 PERKINS+WILL, INC.
ATTN: RICHARD NEMETH
2 BRYANT STREET
SAN FRANCISCO CA 94105

COVERAGES *** CERTIFICATE NUMBER: 11480890 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0926401	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP0926404	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	EXC10007382704	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0926402	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA1901441	7/1/2019	7/1/2020	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER

11480890
SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

Memo

Date: 6.11.2020

To: Ron Gaines, Jennifer Rodenbeck, City of Cedar Falls

From: Douglas Pierce

Re: Resilience Plan Scope of Work proposed by Perkins and Will

RE: Cedar Falls Resilience Plan - Scope, Intent and Process Clarifications

We are pleased to provide scope and process clarifications for the Cedar Falls City Council. We appreciate the scope and process questions as we found them to be informed and thoughtful.

Environmental, Social and Economic Considerations

We see the Cedar Falls Resilience Plan (previously the Sustainability Plan) through an interdisciplinary lens that crosscuts economic, environmental, and social topics. During the development of sustainability and resilience plans, always seek to identify actions that can leverage co-benefits across those major topics. This intention is stated most clearly in the cover letter of our full proposal submitted in February.

Our proposal is designed to address community-specific issues that go beyond carbon planning. The labor hour breakout located on Page SC8 near the back of the contract shows 120 hours for "General Resilience Plan, Resilience Team." This time is intended for addressing community and stakeholder-driven topics and actions that extend beyond carbon and water.

Although it does not explicitly identify the line-items, the fee generally allocates project time and resources into roughly five areas:

- 20% Community and stakeholder engagement and communications.
- 20% Community and stakeholder-driven sustainability and resilience topics.
- 20% Community energy use, carbon reductions, and infrastructure topics.
- 20% Community water, stormwater, land, and infrastructure topics.
- 20% Economic, social and environmental co-benefit identification, overall plan and topic synthesis, coordination, graphics.

\$2,000 of our gross fee is allocated to reimbursable expenses. Those reimbursable expenses were originally focused on travel and lodging expenses. As of COVID 19, we have re-allocated the \$2,000 to cover special cloud-based software expenses for online engagement. We anticipate the \$2,000 will cover a significant amount, if not all of those expenses. We also anticipate potentially greater community participation than through in-person meetings, although that participation will be structured differently.

Date: 6.11.2020

Re: Resilience Plan Scope
of Work proposed by Perkins
and Will

Project Goal: Integration and Guidance for Project Prioritization

One primary goal of the plan is to provide a synergized perspective on multiple high-value city and community activities and priorities that are currently in motion. These existing actions can be blended with actions identified during the project's Discovery Phase community and stakeholder workshops.

The integration of multiple actions into 'composite systems' increases the effectiveness and efficiency of individual action items while reducing unproductive redundancy and cost. For example: If distributed solar energy is deployed correctly it can simultaneously reduce carbon emissions, improve outdoor air quality, provide for pollinator habitat, create high-value local installation and maintenance jobs, offer citizens, local banks and businesses the opportunity for economic investment with a good ROI, provide for resilience in the local energy grid or at the level of individual facilities and homes during emergencies, and create significant brand and public relations value for the community of Cedar Falls and UNI for attracting talent and new residents. This is just one example. The Resilience plan can help to identify and provide integrated value mapping for more than one system to illustrate co-benefits and help the community make solid decisions about where to wisely invest limited dollars, social capital, and time.

Payback Balancing

The stewardship of citizen and taxpayer money, resources, health, safety, and quality of life is always an important part of resilience planning. As a result, one primary goal of our work on resilience plans is to identify and prioritize high-value actions that improve social and environmental conditions while saving the community money and resources. Unlike private businesses and institutions which have a primary responsibility to stockholders and owners, cities and communities have intergenerational responsibilities with a primary responsibility to a wide array of *stakeholders*, making a mix of both near-term and long-paybacks an appropriate and fiduciary necessity. A strong resilience plan should identify opportunities for both with an emphasis on long-term strategies as private organizations frequently fulfill shorter-term needs. This approach goes together with the integration and project prioritization approach described above.

COVID 19 and Change

COVID-19 makes the Cedar Falls Resilience Plan even more relevant than it was three months ago. Long-term historical trends and projections for health, social equity, weather, climate, and economics point to a future in which change will be ongoing, and challenging. The anticipation of ongoing change is why we recommended shifting the plan perspective from sustainability to resilience during our interview. Sustainability and resilience both address environmental, economic, and social issues, but resilience overtly includes creating and maintaining the capacity to not only be sustainable but to also be flexible and adaptive to change.

Date: 6.11.2020

Re: Resilience Plan Scope
of Work proposed by Perkins
and Will

Pandemics like COVID 19 are a perfect example of the change expected. For those that are ready, the volatility will open a window of opportunity to a better world. For those that are not ready, the change will be damaging. C19 will have impacts on society but it will most likely be late in 2022 or 2023 before the world starts to know what changes will be permanent. For example, the 1918 Spanish Flu pandemic provides some insight. The 1918 pandemic saw a serious pullback in normal activity, with a rebound towards our 'previous normal' after the virus subsided, with *some* resulting change, but it was not as extreme as one might expect.

Over the next 6 months, Cedar Falls should be actively planning for a more sustainable and resilient near, and long-term future for itself. Planning now, not later, is essential so that your community, your organizations, and individual citizens are ready to act as the economy and society begin to regenerate after COVID-19. With a resilience plan at the ready, Cedar Falls can help lead the way forward. For yourself, the region, and beyond.

Cedar Falls and the region are blessed with an abundance of resources, knowledge, and skill that can be used not only to address the shocks and stresses of socio-economic disrupters like COVID-19, but other high impact events like rapid shifts in international policy, increasingly potent extreme weather (torrential rains, riverine flooding and periods of drought), and environmental degradation. Cedar Falls has existing momentum around this topic, putting you in the perfect position to plan now for resilience in the face of a volatile future.

Perkins&Will

February 20, 2020

Ron Gaines, PE

City Administrator, City of Cedar Falls
220 Clay Street, Cedar Falls, IA 50613
Ron.Gaines@CedarFalls.com

Re: City of Cedar Falls Sustainability Plan Proposal

Dear Ron,

We are pleased and excited to submit a proposal for the Cedar Falls Sustainability Plan. This is a terrific opportunity for Cedar Falls to create a 'next generation' plan, focused on positive economic, environmental, and social change that also includes climate resilience and adaptation. We are pioneers of sustainability planning for communities nationwide but more importantly we are exceptional at mobilizing communities towards positive change and are excited to bring our experience to Cedar Falls.

Our team is comprised of experts in sustainability, resilience, climate emissions and equity. We each have interdisciplinary knowledge that allows us to be excellent collaborators and synthesizers. And we are all deep experts in specific areas: Becky Alexander in energy and carbon accounting, Mark Metzger in stormwater, flooding and flash-flooding and myself in resilience, workshopping, social media, and policy. We are well qualified and prepared to facilitate development of your Sustainability Plan.

We will bring to the project an efficient, but inclusive process that will leverage all your available resources to the greatest extent possible. We have developed cutting edge resources like the USGBC's newest sustainability and resilience rating system, RELi, which is highly adaptable and scaleable. And we've developed internationally recognized climate plans, such as Climate Ready D.C. which competed toe to toe with other cities like San Francisco, Rotterdam and Hong Kong to win the Bloomberg 4 for Tomorrow award in 2017.

We'll combine the knowledge, benchmarking, strategies and tactics from our pool of cutting-edge work with the specific data, science, needs and wants of Cedar Falls to create a customized, and actionable sustainability plan can lead the community into a even more vital and living future.



Douglas Pierce, AIA, LEED® Fellow, RELi AP
Project Manager, Director of Sustainability
t. 612.251.2062 e. douglas.pierce@perkinswill.com

IDS Center
80 South Eighth Street, Suite 300
Minneapolis, MN 55402

www.perkinswill.com

Sustainability Plan for Cedar Falls, Iowa

Technical Proposal

Let's set a new standard.





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Section 01.

Letter of Transmittal

Perkins&Will

February 20, 2020

Ron Gaines, PE

City Administrator, City of Cedar Falls
220 Clay Street, Cedar Falls, IA 50613
Ron.Gaines@CedarFalls.com

Re: City of Cedar Falls Sustainability Plan Proposal

Dear Ron,

We are pleased and excited to submit a proposal for the Cedar Falls Sustainability Plan. This is a terrific opportunity for Cedar Falls to create a 'next generation' plan, focused on positive economic, environmental, and social change that also includes climate resilience and adaptation. We are pioneers of sustainability planning for communities nationwide but more importantly we are exceptional at mobilizing communities towards positive change and are excited to bring our experience to Cedar Falls.

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We'll combine the knowledge, benchmarking, strategies and tactics from our pool of cutting-edge work with the specific data, science, needs and wants of Cedar Falls to create a customized, and actionable sustainability plan can lead the community into a even more vital and living future.



Douglas Pierce, AIA, LEED® Fellow, RELi AP
Project Manager, Director of Sustainability
t. 612.251.2062 e. douglas.pierce@perkinswill.com

IDS Center
80 South Eighth Street, Suite 300
Minneapolis, MN 55402

www.perkinswill.com

Section 02.

Profile of Consultant

We believe that design has the power to make the world a better, more beautiful place.

That's why clients and communities on nearly every continent partner with us to design healthy, happy places in which to live, learn, work, play, and heal. We're passionate about human-centered design, and committed to creating a positive impact in people's lives through sustainability, resilience, well-being, diversity, inclusion, and research. Our global team of creatives and critical thinkers provides worldwide interdisciplinary services in architecture, interior design, landscape architecture, and more.

Founded in
1935

Studios
25

Total Staff
2700+

Minneapolis Staff
65

Firm Award 2019
AIA Minnesota

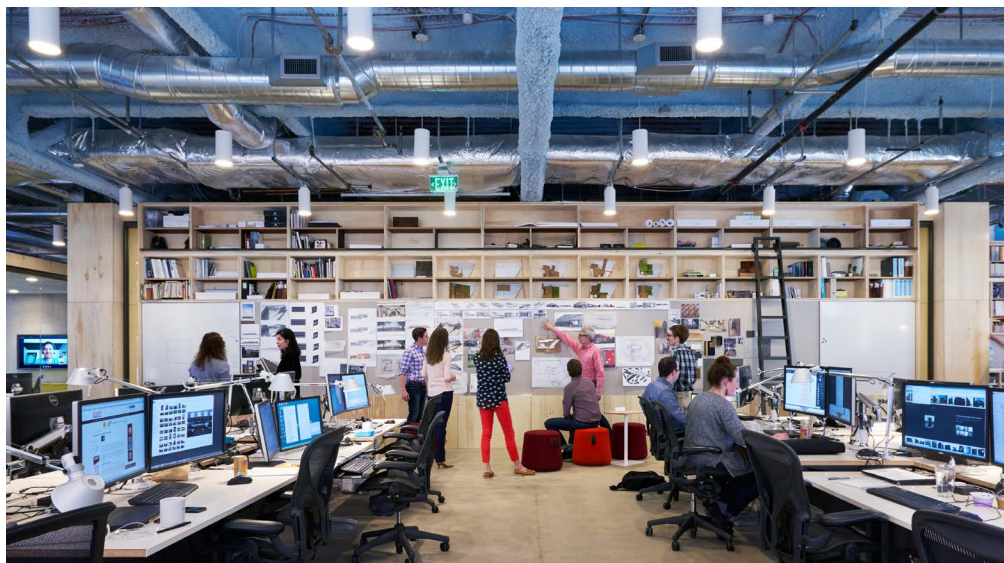
**Most Innovative Companies
in Architecture 2018**

Fast Company

#2

Architecture Firm, 2019

*Architectural Record and
Interior Design Magazine*



Our Minneapolis Studio

Our entrepreneurial studio is fueled by curiosity, possibility, and making the world a better place. We geek out on research, data, and metrics to help get us there. We are no stranger to asking questions, taking risks, and experimentation; we have collectively incubated ideas that have transformed into industry-changing standards, policies, master plans, environments, and buildings that are creating a more resilient, equitable, and sustainable future.

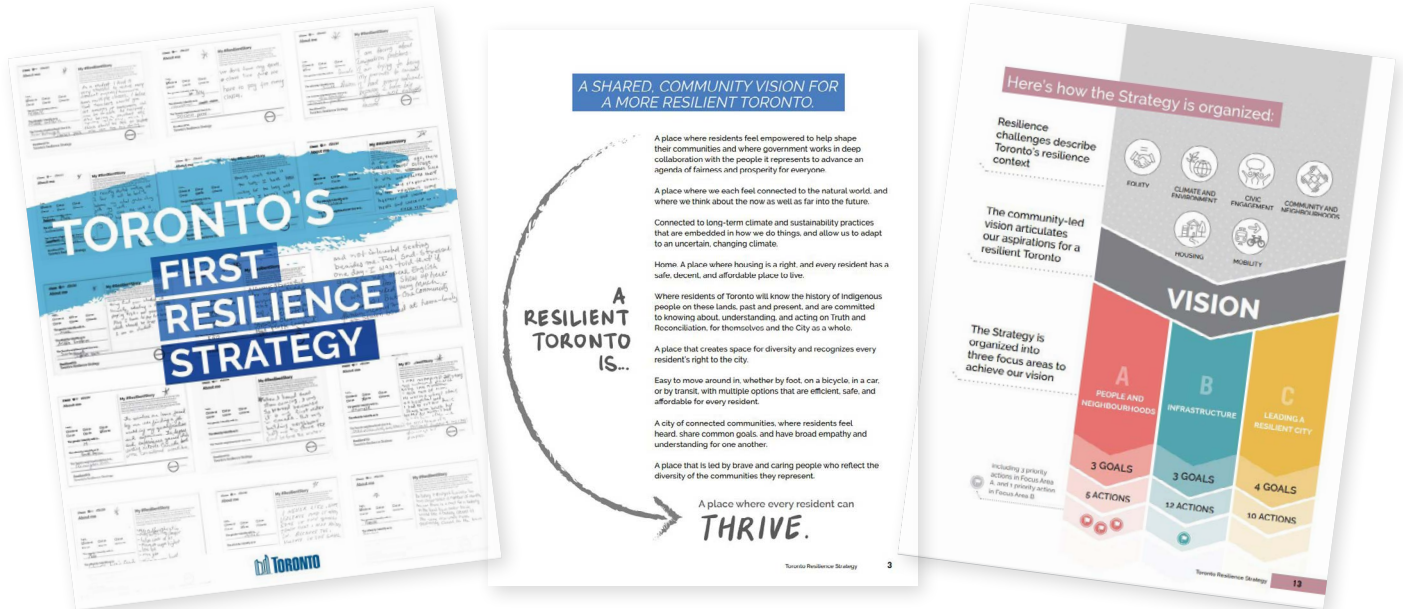
Perkins and Will Minneapolis

80 South 8th Street, Suite 300
Minneapolis, Minnesota 55402
t. 612.851.5000 perkinswill.com

Principal Officers

Tony Layne, Managing Director
Jennifer Christiansen, Director of Operations
David Dimond, Design Director
Jeff Ziebarth, Principal
Lisa Pool, Principal

Profile of Consultant



↑
 The City of Toronto recently released their first Resilience Strategy with Perkins and Will as Strategy Advisor. The Strategy was put in place to help Toronto survive, adapt and thrive in the face of any challenge.

Sustainability Planning, Resilience and Community Empowerment

Designing for Life

For nearly a quarter of a century, we've been at the vanguard of the sustainability movement - leading through design, and by developing industry benchmarks and guidelines. Sustainable design has shown itself to be broad and deep inspiring new perspectives, important metrics and above all an increased level of complexity. It takes talent to tame that complexity and leverage it's potential. We're at the leading edge of that effort and we've redefined sustainability as just one of the interconnected perspectives that form a greater, more meaningful whole. It's a philosophy we call Living Design. This new approach expands on our fundamental green building ethos to seamlessly embody five essential perspectives: sustainability, resilience, regeneration, inclusion, and well-being.

Designing to Withstand the Unpredictable

We help communities prepare for—and protect themselves from—natural and man-made shocks like hurricanes, super storms, droughts, sea-level rise, heat waves, wildfires, and earthquakes. Even social volatility and economic stress.

Places that are designed, planned, and organized for resilience have a significantly greater chance of weathering physical trauma and social provocations. They're also much more likely to regenerate and prosper afterward.

Profile of Consultant

S-E-E: Social, Economic, and Environmental Resilience

Climate change is a critical part of resilience. But it's really only one-third of the bigger picture. True resilience takes into account social and economic concerns, too. Our S-E-E approach to resilience provides more holistic protection to our clients and communities.

Setting the Resilience Standard

In 2012, Doug Pierce developed one of the world's most comprehensive resilience consensus standards. Today, RELi has been formally adopted by the U.S. Green Building Council, and is poised to become a global rating system similar to LEED.

Health Districts for Community Resilience

Resilience starts with people. The healthier we are, the more resilient we are. We're helping institutions partner with their communities to plan resilient health districts that feature green infrastructure, sustainable buildings, and health-supporting amenities—all within reach.

As a resilient community educator, industry activist, and author of the RELi Resiliency Action List + Catalog to develop next generation communities, neighborhoods, buildings, homes, and infrastructure, **Doug Pierce** has become both a pioneer and leader in resilient, sustainable, and high-performance design. He also calls the Midwest home and will lead the Cedar Falls Sustainable Plan team as Project Manager.



←
Project Manager Doug Pierce leading a sustainability planning session in Minneapolis, Minnesota.

Profile of Consultant

↑

LHB created and leads the Regional Indicators Initiative providing local governments with planning tools and actual results to measure progress towards their energy and carbon reduction goals.

Carbon and Energy Planning



LHB's Research Group focuses their work on achieving regional greenhouse gas emission reduction targets through a range of projects from the city to state scales. **They address key categories including**

climate, wellness, water, resources, ecology, prosperity, and community to help clients identify and meet their sustainability goals.

For ten years, LHB has led the region in promoting data-driven community greenhouse gas emissions reductions. Their expertise in collecting, tracking, and communicating data in communities throughout Minnesota through creation and leadership of the Regional Indicators Initiative (RII) and LoGoPEP (Local Government Project for Energy Planning) will enable our team to assist the City of Cedar Falls in efficiently gathering data and presenting the findings to community stakeholders.

Utilizing the RII Wedge Tool, LHB works with local governments across the region to quantify the impact of municipal, commercial/ industrial, and residential efficiency strategies on greenhouse gas emission reductions to inform community goals and priorities. Lessons learned from work on the creation of two Sustainability Plans in communities similar in size to Cedar Falls will be applied to the City's Plan.

LHB Minneapolis

701 Washington Ave North #200
Minneapolis, MN 55401
t. 612.338.2029
f. 612.338.2088
lhbcorp.com

Profile of Consultant



↑
Barr worked with the Watershed District to facilitate a planning process that engaged municipalities in the risks of climate change, current and anticipated impacts, and planning to provide community resilience.

Water Resource Management



Barr Engineering Co. is an employee-owned consulting company integrating engineering and environmental expertise to help clients develop, manage, and restore natural resources. Our more than 800 engineers, scientists, and technical support specialists serve the power, mining, manufacturing, and fuels industries, as well as natural-resources management organizations and municipal, state, and federal agencies. Incorporated as an employee-owned firm in 1966, Barr is headquartered in Minneapolis and has nine additional offices in the U.S. and Canada.

Our commitment to natural resources and enhancing the public realm remains strong. More than 100 of our Minneapolis-based engineers and scientists are engaged in water resources engineering and design, stormwater management, wetland management, limnology, and landscape ecology. Our breadth and depth of experience means that we can provide an innovative solution to any water and natural resources challenge we encounter.

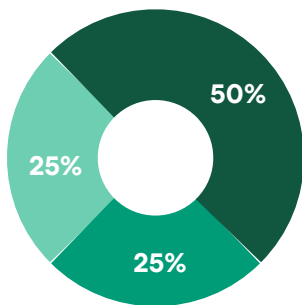
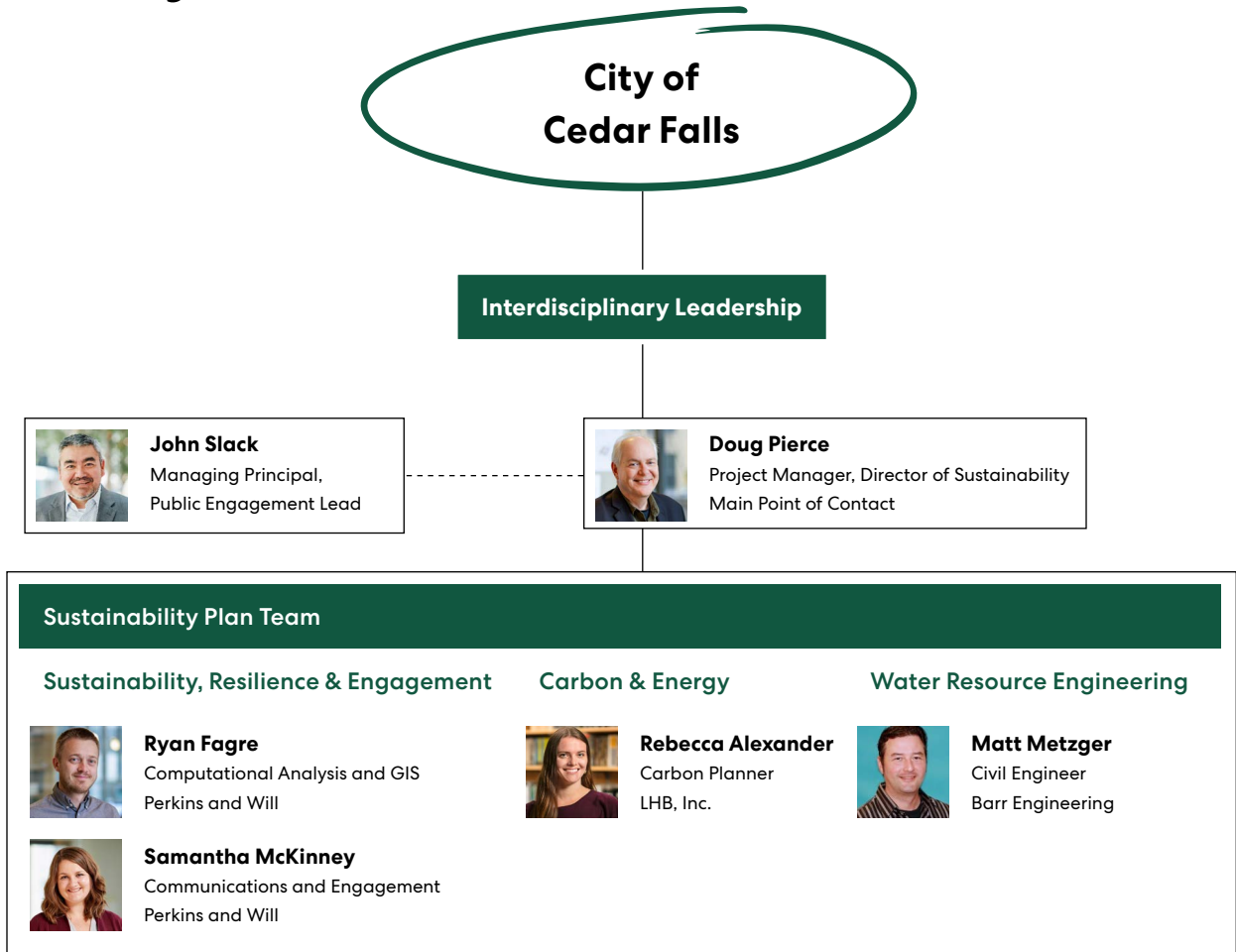
Barr Engineering Minneapolis
4300 Market Pointe Drive, Suite 200
Minneapolis, MN 55435
t. 952.832.2600
f. 952.832.2601
barr.com

Section 03.

Qualifications

Qualifications

Well Rounded Whole Systems



% of Work by Firm and Location

- Perkins and Will / Minneapolis, MN
- LHB, Inc. / Minneapolis, MN
- Barr Engineering / Minneapolis, MN

Our team shares decades of extensive community engagement, public outreach, and target audience experience working with both public agencies and private entities to deliver shared community goals and project consensus. We represent a vast expertise in climate adaptation planning, neighborhood planning, public realm planning, architecture and economic planning. We know and understand how to apply systems thinking to bring together wide ranging issues of varying scale and timelines to create productive wholes.

Douglas Pierce, AIA, LEED® Fellow, RELi AP

Project Manager, Sustainability Director



Cycling from research, to practice, to policy, and back, Doug's work as an architect, advocate, researcher, author, and teacher is a continuous loop that has advanced living design across our industry. Combined with his dedication to mentorship and volunteering, his work has empowered both professionals and students alike to take on the world's most challenging issues through design.

In his mission to build a better world inspired by nature, Doug is notorious for creating paths where there are none to follow. From advocating for AIA2030 Energy Targets, to championing Minnesota's first LEED NC Platinum Building, to co-leading Perkins and Will's Sustainable Design Initiative, Doug is now recognized as a LEED Fellow. His systems-based thinking led him to author RELi – an actionable checklist to help designers create resilient communities, buildings, and infrastructure to withstand shock. RELi has since been adopted by the U.S. Green Building Council, becoming the world's first resilient design standard.



Education

Bachelor of Architecture

Cum Laude
Kansas State University

Registrations

Registered Architect

Missouri

Accreditations

RELi AP

U.S. Green Building Council®

LEED® Fellow

U.S. Green Building Council®

Sustainable Materials Rating Technology (SMaRT)

Accredited Professional

Project Experience

Department of Energy and Environment

Climate Ready DC
Washington, DC

100 Resilient Cities

City Resilience Strategy
Toronto, Ontario; Louisville, Tennessee; Minneapolis, Minnesota

City of Duluth

Irving+Fairmount Brownfields Revitalization Plan
Duluth, Minnesota

City of Faribault

- Faribault Downtown Master Plan
- Parks and Open Spaces Master Plan
Faribault, Minnesota

US Environmental Protection Agency

Greening America's Communities
Oklahoma City, Oklahoma
Mexico Beach, Florida

Minneapolis Park and Recreation Board

Bde Maka Ska + Lake Harriet Master Plan
Minneapolis, Minnesota

St. Olaf College

Campus Resilience Plan Update
Northfield, Minnesota

City of Minneapolis

The Consolidated Office Building Pre-Design
Minneapolis, Minnesota

St. Louis County

Government Service Center
Duluth, Minnesota

University of Minnesota

Bell Museum + Planetarium
St. Paul, Minnesota

Great River Energy

Headquarters
Maple Grove, Minnesota

Laurentian Environmental Center

Minneapolis, Minnesota

Microsoft

Corporate Campus Plan + Implementation
Fargo, North Dakota

Regenerative Design

Republic of Maldives

Target Corporation

LEED Consultant
T-2004 Prototype
McKinley Park, Chicago Illinois
LEED® NC Certified
Allen Park, Michigan
LEED® NC Certified
Davis, California
Pursuing LEED® NC Certification
Peterson Avenue, Chicago
Illinois LEED® NC Certified

Wells Fargo

East Town Administrative Offices
Minneapolis, Minnesota

John Slack, PLA, OALA, ASLA, LEED AP® ND, RELi AP

Managing Principal, Public Engagement Lead

Having traveled to every US state except Alaska with his military family, John grew fascinated by how people use urban spaces, and how buildings interface with them. As an urban designer and landscape architect, John’s work is influenced by his love for nature, art, and design, as well as his Japanese culture, which was bestowed upon him by his mother. His admiration for the minimalistic characteristics of historic Japanese sites is reflected in his design process, where he carefully considers how to scale back a design. With rigor and dedication, he seeks to simplify and clarify.

A long-term mentor with ULI and city volunteer, John seeks to serve his broader community and believes in the strength of the relationships to get things accomplished. He knows he’s successfully engaged his audience when he starts to see a shift in their mindset - from ‘we can’t’ to ‘I hadn’t considered that before.’



Education

Bachelor of Science, Landscape Architecture
University of Wisconsin, Madison

Registrations

Registered Landscape Architect
State of South Dakota #10983; State of Wisconsin #589-14; State of Minnesota #26964; State of North Dakota #82; State of Michigan #3901001685; Ontario Association of Landscape Architects

Accreditations

LEED AP® ND
U.S. Green Building Council®
RELI AP
U.S. Green Building Council®

Project Experience

- City of Cedar Falls, Iowa**
College Hill Area Redevelopment and Streetscape Project
Cedar Falls, Iowa
- City of Cedar Falls, Iowa**
Downtown Plan
Cedar Falls, Iowa
- City of Cedar Falls, Iowa**
North Cedar Neighborhood Plan
Cedar Falls, Iowa
- 100 Resilient Cities City Resilience Strategy**
Toronto, Ontario; Louisville, Tennessee; Minneapolis, Minnesota
- City of Duluth**
Irving and Fairmount Brownfields Revitalization Plan
Duluth, Minnesota
- City of Faribault**
 - Faribault Downtown Master Plan
 - Parks and Open Spaces Master Plan

City of La Crosse

Highway 53 Corridor Plan
La Crosse, Minnesota

City of Minneapolis

The Consolidated Office Building Pre-Design, and Resilience Framework
Minneapolis, Minnesota

City of Minneapolis

Second Street Green Infrastructure Project
Minneapolis, Minnesota

City of Minneapolis

Resilience Plan
Minneapolis, Minnesota

City of Rochester

Second Street Streetscape Project Phase II
Rochester, Minnesota

Cities of Roseville, Maplewood, Saint Paul

Rice Street/Larpenteur Avenue Gateway Area Visioning
Roseville, Maplewood, and Saint Paul, Minnesota

City of Toronto

The Meadowway Visualization Toolkit
Toronto, Ontario

Confidential Client

Middle East Multi-Modal Station
Saudi Arabia

Dane County

Alliant Energy Center Master Plan and Improvements
Madison, Wisconsin

Hennepin County

Lowry Avenue NE Corridor Framework Plan
Minneapolis, Minnesota

Hennepin County

METRO Blue Line Extension LRT Station Area Planning
Robbinsdale, Crystal, Brooklyn Park, Minnesota

US Environmental Protection Agency

Greening America’s Communities
Oklahoma City, Oklahoma
Mexico Beach, Florida

Samantha McKinney, PLA

Communications Lead and Engagement Support

A landscape architect by training and a people person by choice, Samantha has a passion for community engagement and believes it is essential to creating thoughtful, sustainable designs for communities. Sam works on a wide range of projects including urban design, landscape architecture, park and open space strategies, public realm/streetscape design, and master planning and brings a human-centric, sustainable lens to all of the work she does. Sam has a knack for energizing project leadership and empowering communities to build consensus and create innovative, context-sensitive solutions. Sam calls the Midwest home, spends as much time as possible exploring outdoors with her son, and always has something delicious brewing in the kitchen.



Education

Bachelor of Arts, Landscape Architecture
North Dakota State University

Bachelor of Science, Environmental Design
North Dakota State University

Registrations

Registered Landscape Architect
Minnesota
#57344

Project Experience

100 Resilient Cities
City Resilience Strategy
Minneapolis, Minnesota

City of Faribault
Downtown Master Plan and Sustainability Strategies
Faribault, Minnesota

City of Faribault
Parks, Trails, and Open Space Plan
Faribault, Minnesota

US Environmental Protection Agency
Greening America's Communities
Mexico Beach, Florida

Ozarks Technical Community College
Master Plan
Springfield, Missouri

Ozarks Technical Community College
Center for Advanced Manufacturing
Springfield, Missouri

Centennial Yards
Atlanta, Georgia

One Chicago
Chicago, Illinois

Fair Park Master Plan
Dallas, Texas

City of Minneapolis
Hennepin Ave S Reconstruction
Minneapolis, Minnesota¹

MnDOT
TH 43 Bridge Rehabilitation
Winona, Minnesota¹

City of Golden Valley
Douglas Drive Streetscape
Golden Valley, Minnesota¹

City of Rosemount
Central Park Splash Pad
Rosemount, Minnesota¹

City of Burnsville
Black Dog Trail & Trail Head
Burnsville, Minnesota¹

City of Minnetonka
Ridgedale Drive Reconstruction
Minnetonka, Minnesota¹

City of Mahtomedi

Lake Links Trail Feasibility Study
Mahtomedi, Minnesota¹

Three Rivers Park District
Mississippi Gateway Regional Park
Brooklyn Park, Minnesota¹

City of Plymouth
Hilde Performance Center
Veterans Memorial
Plymouth, Minnesota¹

City of Plymouth
Prairie Ponds Park
Plymouth, Minnesota¹

City of Champlin
Hayden Lake Road
Champlin, Minnesota¹

City of Champlin
Mississippi Pointe Park
Champlin, Minnesota¹

City of Champlin
Chandler Park
Champlin, Minnesota¹

** Previous Experience*

1. WSB & Associates
2. City of Minneapolis

RYAN FAGRE, RA

Computational Analysis and GIS

Ryan has a passion for sustainable design and optimizing the human experience at all scales. He leverages his skill set centered around computational design and energy analysis to help guide communities toward these goals. These contributions include helping to achieve net-zero energy for a substation's interior spaces, optimizing daylight and reducing glare for a high school, decreasing the peak energy load for a hospital, and maximizing views for an office building.



Education

Master of Architecture
Portland State University

Bachelor of Science, Architecture
University of Minnesota

Registrations

Registered Architect
Washington
#11627

Project Experience

100 Resilient Cities
City Resilience Strategy
Minneapolis, Minnesota

City of Kenosha
City Hall
Kenosha, Wisconsin

University of Minnesota
Health Science Education
Center
Minneapolis, Minnesota

Suzhou Science and Technology Museum
Suzhou, China

University of San Diego
School of Business
San Diego, California

Cairo Central Business District
Cairo, Egypt

Seattle City Light
Denny Substation
Seattle, Washington¹

Seattle City Light
Energy Inspiration Center
Seattle, Washington¹

Seattle City Light/Office of Arts&Culture
Community Meeting Space
Seattle, Washington¹

City of Helsinki, Finland
Helsinki Central Library
(Competition)
Helsinki, Finland²

Providence/Swedish
Swedish Edmonds ACC
Edmonds, Washington¹

Providence/Swedish
Pediatric Intensive Care Unit
(Swedish First Hill)
Seattle, Washington¹

Providence/Swedish
Clinical Decision Unit
(Swedish First Hill)
Seattle, Washington¹

Yellowhawk Tribal Health
Yellowhawk Tribal Health
Center
Pendleton, Oregon¹

CHI Franciscan
Harrison Medical Center
Bremerton, Washington¹

St. Paul Public Schools
Humboldt High School
St. Paul, Minnesota³

Aviation Industry Corporation of China (AVIC)
AVIC Campus Master Plan
Dongguan, China⁴

Vanguard Co. LTD
Vanguard Huzhou
Zhejiang, China⁴

Panjiayuan
Panjiayuan Antique Market
Beijing, China⁴

Awards + Honors
AIA Seattle, Honor Award,
Honorable Mention for Denny
Substation

Fast Company Innovation by
Design Awards, City Solutions,
Finalist for Denny Substation

* Previous Experience

1. NBBJ
2. Platform for Architecture and Research
3. Cuningham Group
4. Perkowitz+Ruth



Registration

Licensed Architect in Minnesota

Accreditation

International WELL Building Institute WELL Accredited Professional (WELL AP)

Affiliation

AIA Minnesota, Member

Wellness Collaborative, Member
USGBC-MN, 2016-2017
Market Leader Advisory Board, Member

Education

Master of Architecture,
University of Minnesota

Master of Science,
Architecture, Sustainable Design,
University of Minnesota

Bachelor of Arts,
Studio Art and Spanish,
Carleton College

Recognition

Finance & Commerce, Rising
Young Professional, 2018

[Clean Energy Resource Teams](#)
[“MN Women in Energy,” 2018](#)

Midwest Energy News’
“40 Under 40,” 2015



PERFORMANCE
DRIVEN DESIGN.

Rebecca J. Alexander, AIA, WELL AP

Carbon Planner

Becky Alexander is an architect and researcher in the LHB Research Studio, a passionate team of architects, engineers, and planners that explore questions about how the built environment can improve human and ecological wellness. Her projects range from the building to city scale and include development of the Minnesota Buildings, Benchmarks, and Beyond (B3) Case Studies Database; technical leadership of the Regional Indicators Initiative, which engages communities in actionable strategies for energy and greenhouse gas reduction by providing them with data-driven planning tools; and work with local governments on visualizing the predicted impacts of potential actions, prioritizing high-impact strategies, and developing Climate Action Plans. A leader in the field of energy and climate action planning, Becky is a frequent speaker on these topics at regional and national conferences.

Speaking Engagements

- *Energy Design Conference, “Tools and Best Practices for City Energy Planning”*, Duluth, MN, February 20, 2018
- *Minnesota American Planning Association Planner’s Conference, “Tools and Best Practices for Local Energy Planning”*, Mankato, MN, September 28, 2017
- *Greenbuild, “Scaling Up: Data Driven Design at a City Scale”*, Los Angeles, CA, October 6, 2016
- *Greenbuild – Washington, DC; “Policy to Practice: Building Carbon Neutrality in MN & Beyond”*; co-presenter; November 18, 2015

Project Experience

- City of Northfield, MN, Climate Action Plan
- City of St. Louis Park, MN, Climate Action Plan and Green Building Policy
- City of Eden Prairie, MN, Climate Action Plan
- Regional Indicators Initiative
- Local Government Project for Energy Planning (LoGoPEP)
- Minnesota Department of Administration Buildings, Benchmarks & Beyond (B3)
- NYSERDA/MN, Utility Energy Registry
- Minnesota 2025 Energy Action Plan
- City of Roseville, MN, Resilience Planning
- MN CARD Grant Research Project, Commercial Energy Baseline Study
- MN CARD Grant Research Project, Field Study of Phase Change Material Use for Passive Thermal Regulation
- LHB Thrive Framework for Regenerative Communities

Matt Metzger, PE, ENV SP

Civil Engineer

Matt Metzger is a senior civil engineer and Envision™ Sustainability Professional with 14 years of design engineering experience related to water resources, flood risk reduction, and green infrastructure. He has worked extensively on large project alternatives evaluations, flood risk reduction systems, low-impact green infrastructure, cost estimating, sustainable systems engineering, and project visualizations for clients in the public and private sectors. One of Matt's areas of expertise is developing custom decision-support tools to assist clients in selecting the right project alternative to suit their needs.



Education

**Master of Engineering,
Sustainable Systems
Engineering**

University of Wisconsin
- Madison

**Bachelor of Science, Civil
Engineering**

North Dakota State University

Registrations

Professional Engineer

Minnesota, North Dakota

Accreditations

**Envision™ Sustainability
Professional**

Institute for Sustainable
Infrastructure

Project Experience

Iowa Wind-Energy Action Plan

Developing an ISI Envision action plan for a leading national wind-energy facility contractor project in Iowa. Created a work plan and tracking tools to assist the contractor in demonstrating waste reduction and improved sustainability performance, scored as 41 points across nine Envision credits, and helped score the contractor's work in the field.

Life-Cycle Assessment

Assisting clients to perform a life-cycle assessment to evaluate water footprint, greenhouse gas footprint, and energy tradeoffs for implementing a water reuse system versus using potable water for parkland irrigation. Similarly, developing a life-cycle assessment to quantify resource sustainability tradeoffs associated with a proposed rooftop solar installation, and building a life-cycle assessment to compare green and sustainable remediation techniques and illustrate tradeoffs when selecting cleanup standards and comparing active remediation systems. The team evaluated big-picture impact indicators to inform clients about choosing alternatives that minimize the footprint projects have in the local and global environment.

**Minneapolis Par and Recreation Board
Accessible Park**

Serving as task lead for developing comparative sustainability assessments for a planned conversion of a Minneapolis Park and Recreation Board 18-hole golf course into a publicly accessible park. The sustainability assessment of two proposed redevelopment alternatives included traditional life-cycle cost analysis; Envision sustainability framework screening; and monetization of social, environmental, and economic indicators using AutoCase. Worked with an economist to develop programmatic and cash-flow assumptions for the new park facilities that directly fed into the monetized estimates of the new park's recreational benefits.

Flood-Risk Reduction Infrastructure

Assisting the City of Alvarado, Minnesota, with a feasibility study to improve flood-risk reduction infrastructure as part of the FEMA levee-system certification process. Work included civil design, design of alternative bank stabilizations, levee design/raises, levee realignments, and cost estimating of proposed improvements, both in feasibility and detailed design phases.

**Artwork for conservation design land-use
planning for the City of Hanover, Minnesota**

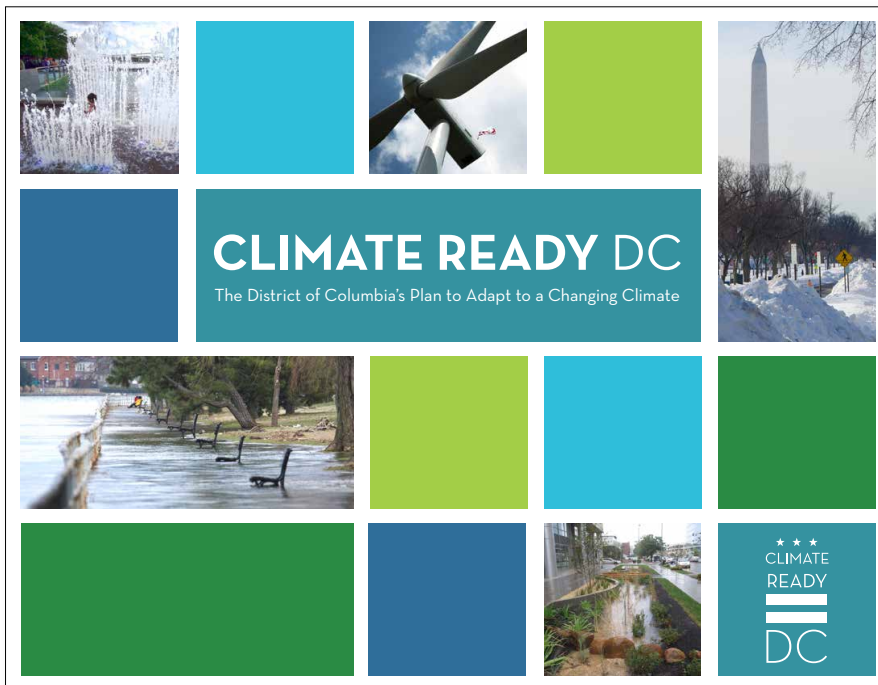
This project was with the MPCA and received a 2009 Honorable Mention for Pollution Prevention by the State of Minnesota and the governor.

Climate Ready DC

Washington, DC

Client: The Department of Energy and Environment (DoEE) — **Size:** 68 square miles — **Completion Date:** 2016 —

Awards: ULI Washington Trends Impact Award, 2018; C40 Cities Awards, Cities4Tomorrow US, Bloomberg Philanthropies, 2017



Climate Ready DC is our plan for adapting to a changing climate that could bring more dangerous heatwaves, severe storms, and flooding along our rivers...Together, we can build a nation's capital that is not only climate ready, but stronger, healthier, and more resilient.

— MAYOR MURIEL BOWSER

DC's Plan to Adapt to a Changing Climate

DoEE sought to identify, prioritize, and develop a tiered action plan to address the critical needs associated with climate change. Under DOEE's leadership and in collaboration with key stakeholders in water, transportation, planning, parks, health and energy, our team prepared a Climate Projections & Scenario Development Report [with Katherine Hayhoe as the Chief Climate Scientist] as the first step of a multi-phase project to develop a citywide climate adaptation and preparedness plan for the District of Columbia (the District).

Next, in concert with Kleinfelder Engineering, we completed Vulnerability Assessments on a Ward basis across the District. Finally, we developed an Adaptation Plan, geared toward tiered actions and deliberate in structuring of responsibilities, across four major categories of work: Transportation, Buildings, Neighborhoods and Governance.

The Vulnerability Assessment determines which critical assets are at risk while the Adaptation Plan offers plausible tactics for continued mitigation efforts and longer term adaptation and implementation strategies. The overall plan provides an integrated analysis of climate projections, vulnerable assets, including an initial review of vulnerable populations and public health impacts and a risk-based, prioritized set of actions for adaptation and resiliency. Recently recognized by C40/Bloomberg Philanthropies as one of the world's best of its kind, Climate Ready DC sets a benchmark for developing cohesive strategies that are grounded in the realities of implementation and reasonable actions.

The full report is available at:

https://doee.dc.gov/sites/default/files/dc/sites/ddoe/service_content/attachments/CRDC-Report-FINAL-Web.pdf

Qualifications

4

CLIMATE RISKS AND VULNERABILITIES

Based on the projected changes in temperature, rainfall, and sea level rise, DOEE and our technical experts conducted an assessment of the risks that these changes are likely to pose for DC's infrastructure, our community resources and facilities, and our residents. We developed planning scenarios for heat waves, heavy rain events, rising sea levels, and flooding in order to identify and rank the areas at greatest risk. The rankings were developed with input from District agencies and external stakeholders. They are based on both the probability of critical infrastructure, community resources, and other assets being exposed to a climate-related event and the potential impact of that exposure on the functionality and livability of the District. The areas with the most assets and people at risk were identified as priority areas for the implementation of Climate Ready DC.

The following section summarizes the key findings from each area of the assessment. The maps below demonstrate the projected risk extreme heat and flooding pose to the city's infrastructure and community resources in 2020, 2050 and 2080.

Scope of Vulnerability Assessment

The District of Columbia's Plan to Adapt to a Changing Climate

Rainfall, rising temperatures, sea level rise, and storm surge over the last 100 years were analyzed.

13

ACTION ITEMS

TIMEFRAME: Short = 1-3 yrs | Medium = 3-10 yrs | Long = 10-20 yrs

#	Action (sub-action)	Climate Risks	Lead (s)	Partners	Timeframe
TRANSPORTATION + UTILITIES					
Goal: Improve the transportation and utility infrastructure to maintain viability during periods of extreme heat, severe weather and flooding.					
TU 1.0 Develop site-level adaptation plans for all facilities and service areas identified as at-risk from sea level rise and flooding.					
TU 1.1	Identify at-risk facilities and develop adaptation or retirement plans for those facilities, prioritizing upgrades based on the age and criticality of the assets as well as their vulnerability.	Sea Level Rise Flooding	HSEMA	Infrastructure owners and operators (DDOT, WMATA, DC Water, Pepco, Washington Gas, etc).	Short
TU 1.2	Conduct near-term (2020s) and long-term flooding (2050s+) evaluations for at-risk facilities based on projected increases in extreme precipitation and storm surges as well as permanent inundation due to sea level rise.	Sea Level Rise Flooding	HSEMA	Infrastructure owners and operators (DDOT, WMATA, DC Water, Pepco, Washington Gas, etc).	Short
TU 2.0 Increase the resilience of energy systems.					
TU 2.1	Conduct distribution system planning in order to identify the best strategies for stabilizing the power grid with distributed energy resources including storage, renewable energy and micro-grids capable of islanding. Prioritize locations that could provide backup power to critical facilities, or alleviate congestion on the distribution grid.	Extreme Heat Flooding Extreme Weather	DOEE	DC SEU, Pepco, DC PSC, Washington Gas	Long
TU 2.2	Ensure that climate risks are considered in utility rate cases for investments in new and upgraded infrastructure. Flood proof and/or elevate electric infrastructure including, but not limited to, substations, transformers, switch gear, etc.	Sea Level Rise Flooding	DC PSC	Pepco, DOEE	Medium
TU 2.3	Ensure that climate risks are considered in utility rate cases for investments in new and upgraded infrastructure. Flood proof and/or elevate natural gas infrastructure including, but not limited to, pressure regulating stations, odorization equipment, tanks, controls, electric components, etc.	Sea Level Rise Flooding	Washington Gas	DC PSC, DOEE	Medium
TU 2.4	Conduct site-level studies of extreme heat risk to electric grid infrastructure including transformers and overhead transmission and distribution lines. Identify necessary upgrades and mitigation strategies.	Extreme Heat	Pepco	DC PSC, DOEE	Short-Medium

Climate Ready DC

The report outlined 80 action items for implementation to improve the District's future resilience.

100 Resilient Cities — Resilient Minneapolis

Minneapolis, Minnesota

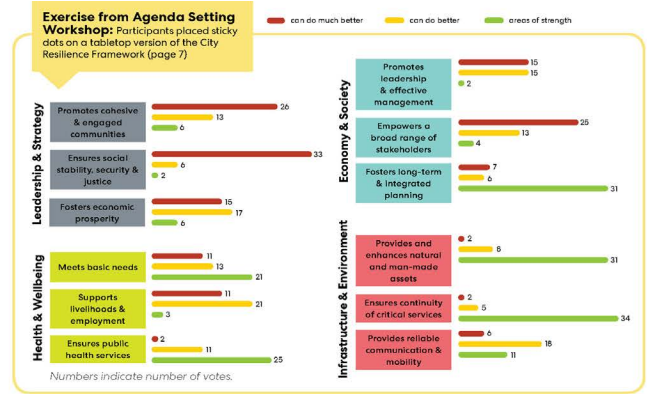
Client: City of Minneapolis — Size: Citywide — Completion Date: 2020

Resilient Minneapolis The Process

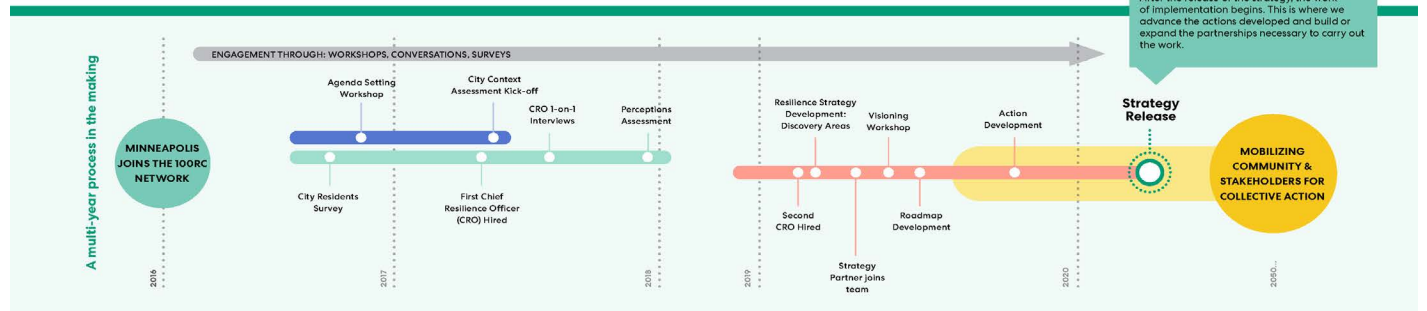
The development of the Resilient Minneapolis strategy has been a multi-year process, with concurrent engagement efforts.

- Minneapolis joins the 100RC Network** In 2016, Minneapolis was selected as a member of 100 Resilient Cities (100RC), a global network launched by the Rockefeller Foundation as a \$100m+ commitment to help cities build their resilience to the shocks and stresses of the 21st century. Cities in the 100RC Network receive:
 - Financial and logistical guidance for establishing a Chief Resilience Officer (CRO);
 - Expert support for development of a Resilience Strategy;
 - Access to partners from private, public, and non-governmental organizations (NGO) sectors who can help develop and implement the resilience strategy; and
 - Membership in a global network.
- Agenda Setting Workshop** The strategy development process started with an Agenda Setting Workshop in December 2016. Nearly 100 people attended the event, including local and state government officials, leaders in the private sector, educators and researchers at institutes of higher learning, and non-profit and philanthropic leaders. Participants prioritized shocks and stresses in Minneapolis which were categorized into three themes: structural inequality, weather and climate change, and susceptibility to national social, political, and economic pressures.

"Not just present and past, but looking to a city 10, 20, 30 years into the future." - Stakeholder from Agenda Setting Workshop



What happens after the release?
After the release of the strategy, the work of implementation begins. This is where we advance the actions developed and build or expand the partnerships necessary to carry out the work.



The City Resilience Framework

As a city, we know we will face challenges, even catastrophe, and we need our entire community to be prepared no matter what the challenges may be. Resilience is not about preventing catastrophe; it is about reducing the degree of potential destruction and devastation. Challenges come in all forms – natural disasters like flooding or tornados, financial crises like recessions, or even social challenges like persistent systemic inequity based on race. Building resilience is a team effort, and true resilience can never be established in silo.

That is why the city is working to build partnerships in all sectors and relevant industries as well as amplify existing work which all builds resilience. The city is engaging community, positioning them to both tell us what our biggest challenges are and also lead the vision required to solve them. We are also working to de-silo City departments and use the nature of our challenges to drive us towards creativity, innovation, and collaboration.

This Resilience Strategy, “Resilient Minneapolis 1.0”, is meant to explain the roots of resilience in Minneapolis, identify some of our biggest challenges, and introduce a process and a structure by which we come together, solve our greatest challenges, and prepare our city to thrive no matter what the future brings us.

Qualifications

What happens now? Strategy Release

Strategy Release

The work of implementation begins with the creation of an external advisory committee and an internal steering committee.



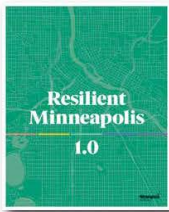
An **external advisory committee**, made up of a multi-sector, multi-jurisdictional set of external community partners, will be established with the responsibility of advancing resilience across the city and region. The committee members will serve in an advisory capacity and will come together periodically to support delivery on prioritized projects, provide feedback on resilience initiatives, engage key stakeholders, mobilize resources, and serve as political allies.



An **internal steering committee** is critical for the advancement and implementation of the resilience work. This small group of high-level decision-makers will be responsible for serving as advisors and champions of Resilient Minneapolis 1.0 and its subsequent actions. Their expertise will be tapped into as new initiatives emerge, and they will likely assist in any redirection of the work. This group will help to cultivate wider buy-in, communicate across the Enterprise of the value of resilience, and provide key insights to the Chief Resilience Officer and staff.



The outputs of some of the actions will result in **toolkits**. These toolkits are designed to be replicable models that can be used when prompted by the onset of a shock, the mitigation of a stress, or in planning for either of these situations. The toolkits will help in institutionalizing resilience in an applied, tangible manner.



'Resilient Minneapolis 1.0' is just the beginning

It lays the groundwork for planting the seeds of resilience. Not every challenge is addressed in this strategy, and the strategy is meant to be a living, dynamic product meant to change over time.

A Call to Action: Strategic Stakeholder Engagement Plan

The public release of Resilient Minneapolis 1.0 will kick off the next stage of stakeholder engagement. The first goals of this plan is to help build momentum and support for the strategy, and to provide opportunities to participate in implementing the work. Urban resilience is still a relatively new concept for most people, and the engagement surrounding the Resilient Minneapolis 1.0 strategy will be designed to iteratively bring people along.



Northern Spark, a free all-night art festival exploring the effects of climate change through participatory projects happening in neighborhoods along Metro Transit's Green Line. Photo by Bobby Rogers, Courtesy of Northern Spark and Meet Minneapolis

— RON HARRIS, CHIEF RESILIENCE OFFICER MINNEAPOLIS

“In order for Minneapolis to be a sustaining and enduring city of tomorrow, we must adopt a vision of urban resilience.

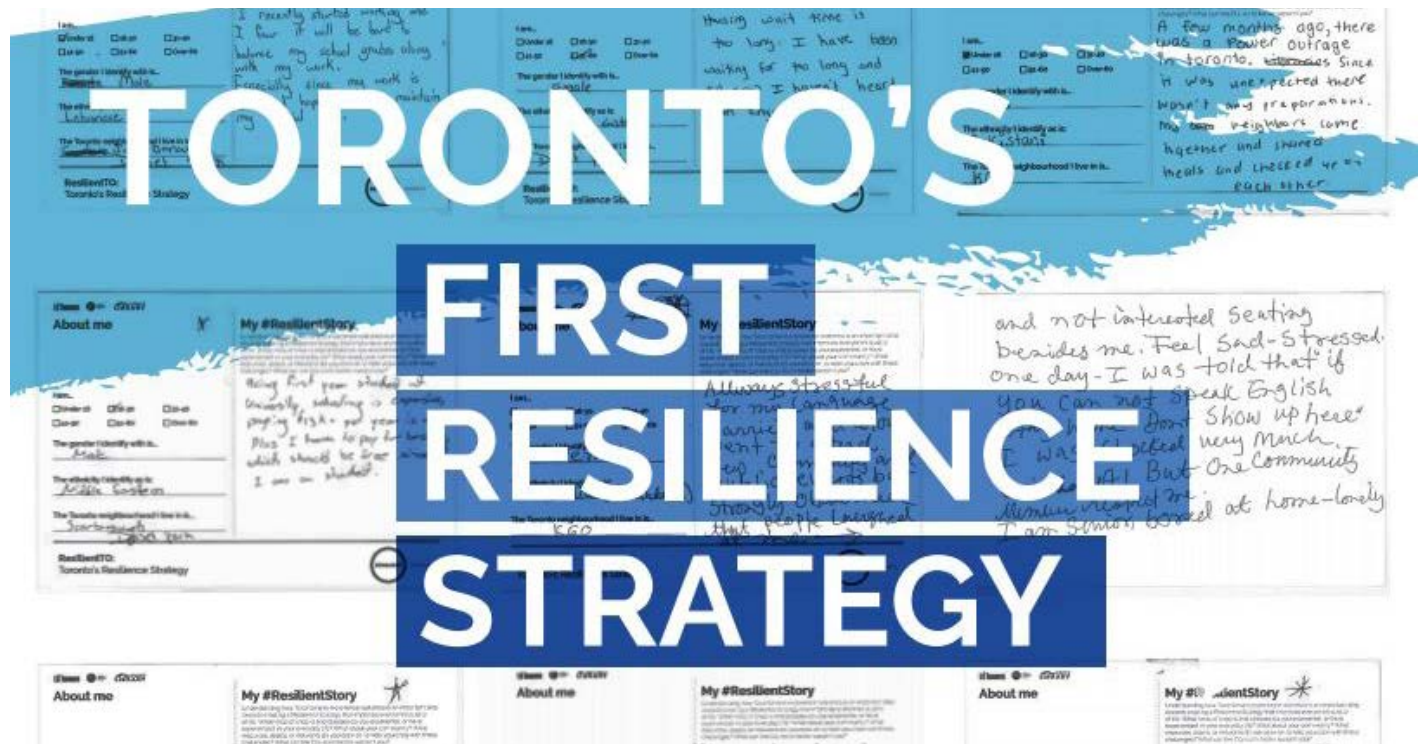
What happens after the release?

After the release of the strategy, the work of implementation begins. This is where we advance the actions developed and build or expand the partnerships necessary to carry out the work.

100 Resilient Cities — Toronto Resilience Strategy

Toronto, Ontario

Client: City of Toronto — Size: City Level — Completion Date: 2019



A Resilient Strategy for a Major City

Toronto is one of the fastest growing and most diverse cities in the world, but like other global cities, Toronto's success is paired with significant challenges. Financial and social inequality is growing, especially between those living downtown and in the inner suburban neighborhoods. Toronto's changing climate will mean more extreme and costly weather events, which will be felt most by vulnerable populations.

Understanding how residents survive, adapt, and thrive in the face of significant challenges is at the root of the City of Toronto's first Resilience Strategy.

Our team supported the development of policy recommendations and the design/delivery of the Resilience Strategy document, as well as digital and in-person engagement activities. These engagement activities included the production of the Resilient Conversations

Toolkit, co-facilitated by C3 and the City's Resilience Office in 7 neighborhoods. The Perkins+Will team also led the Underutilized Spaces Discovery Area Study and associated community inventory work with the Jane Finch Community Centre.

Beyond the engagement process and interactive Resilience Strategy document, outputs of the services provided include a summary of the Underutilized Spaces Discovery Area Study, the Resilient Conversations Toolkit publication, and the Indigenous Climate Action Summary Report.

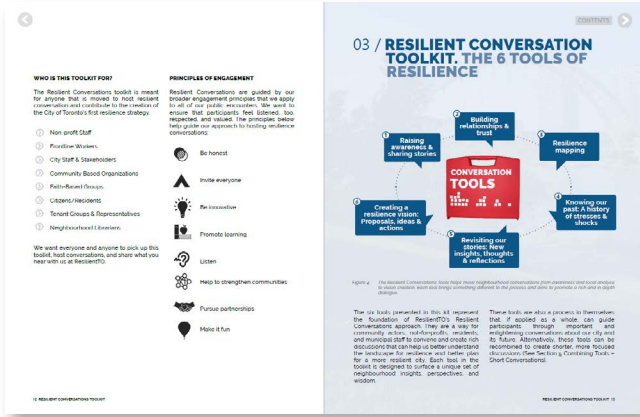
Perkins and Will is currently working with Minneapolis and Louisville to complete a Resilient Strategy for their cities.

The full report is available at:

https://www.toronto.ca/ext/digital_comm/pdfs/resilience-office/toronto-resilience-strategy.pdf

Qualifications

RESILIENT CONVERSATIONS TOOLKIT: Helping residents, community actors and groups to hold conversations about resilience



Spread excerpt of the Resilient Conversations Toolkit document

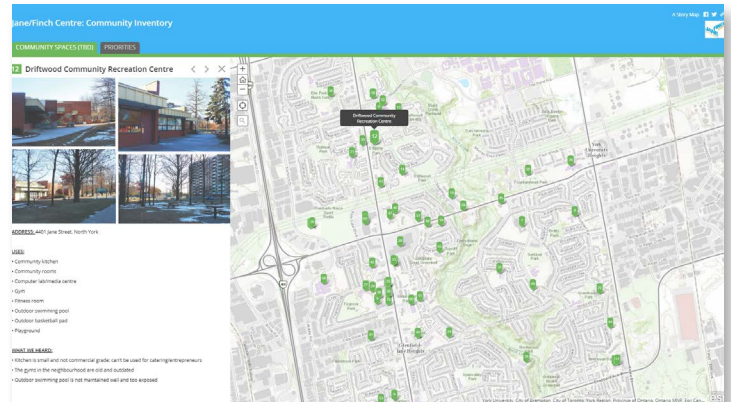
UNDERUTILIZED SPACES: Community Investment Case Studies and Community Spaces Inventory



Community opening of the RAC Zoned, Recipe for Community space in 415 Driftwood Ave (2018, Perkins+Will)



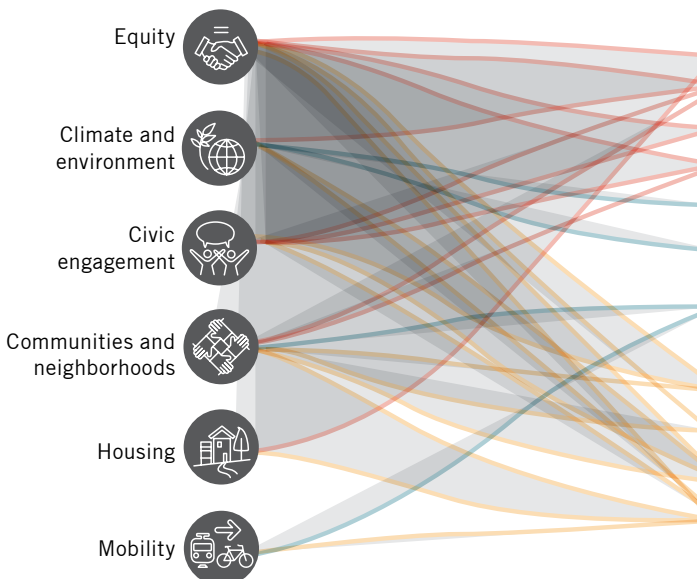
Resilient Conversations Workshop in the Agincourt neighborhood, facilitated by the City's Resilience Office and C3



Web-based Community Spaces Inventory, co-developed by the Jane-Finch Community Centre and Perkins+Will

RESILIENCE STRATEGY

A strategy in three focus areas



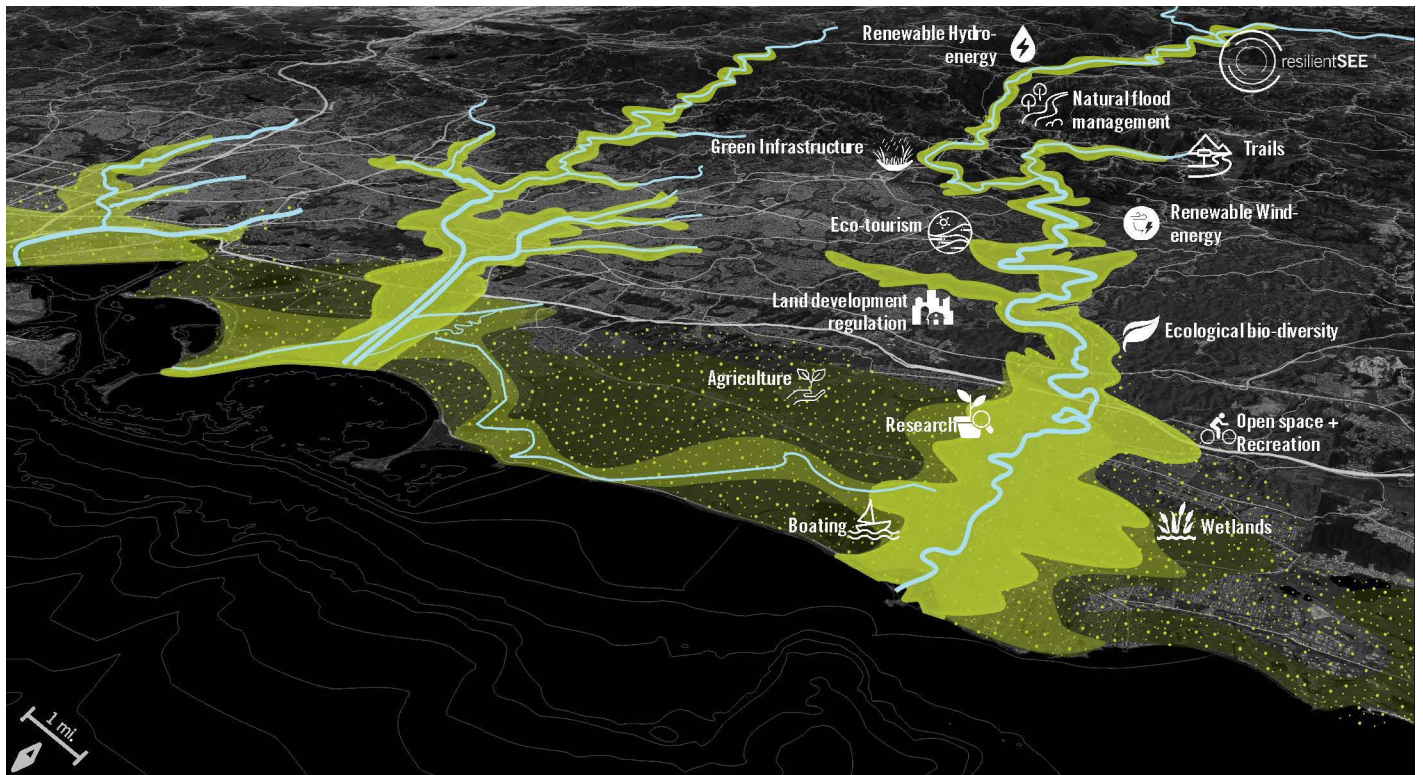
The Resilience Strategy recommendations were framed around 3 Focus Areas, in response to public feedback on 6 high intensity resilience challenges

GOALS	FOCUS AREAS
<ol style="list-style-type: none"> Torontonians' homes are more resilient. Communities take action to improve resilience in their neighbourhoods. Toronto has diverse, creative housing solutions that ensure housing affordability. Improve equity and reduce poverty. 	A PEOPLE AND NEIGHBORHOODS
<ol style="list-style-type: none"> Toronto is more resilient to climate change, including the hazards of flooding and heat. Infrastructure and buildings are resilient to a changing climate and support reduction in greenhouse gas emissions. Toronto has multiple reliable, affordable, and safe mobility options that reduce the amount of time it takes to get around. 	B INFRASTRUCTURE
<ol style="list-style-type: none"> Civic engagement and trust in the City improve, and our leadership better reflects Toronto's diversity. The City prioritizes the most vulnerable and highest risk in our decision making. Indigenous communities have a leadership role in building resilience. Institutionalize resilience into the City's decision making and take leadership on resilience. 	C LEADING A RESILIENT CITY

Early Resilient Framework Plan

Toa Baja, Puerto Rico

Client: Autonomous Municipality of Toa Baja — Size: 26,688 acres — Completion Date: 2020



— WHAT IT IS

ResilientSEE is an initiative of AREA Research focused on systems thinking to solve global challenges.

The resilient planning process examines Toa Baja at both a city and an island-wide scale, assessing vulnerabilities that affect the social, environmental and economic well being of Toa Baja.

Surviving Global Challenges.

In response to Hurricane Maria, architect and native Puerto Rican Yanel de Angel spearheaded a campaign to attract partners in academia, private industry, and the nonprofit and civic realms to come together and devise implementable recovery and resilience strategies for Puerto Rico. Over the course of a few months, the group grew into a global, interdisciplinary alliance known as ResilientSEE.

The alliance is currently conducting resilient planning for the Toa Baja municipality, which aims to create a framework plan that assesses the social, environmental, and economic risks and vulnerabilities for the community of Toa Baja and the island of Puerto Rico at large, ultimately recommending a set of guiding principles to help guide actions moving forward. With an open mindset, ResilientSEE will use a holistic system approach to co-create an infrastructure plan and position the community to seek federal funds for rebuilding.

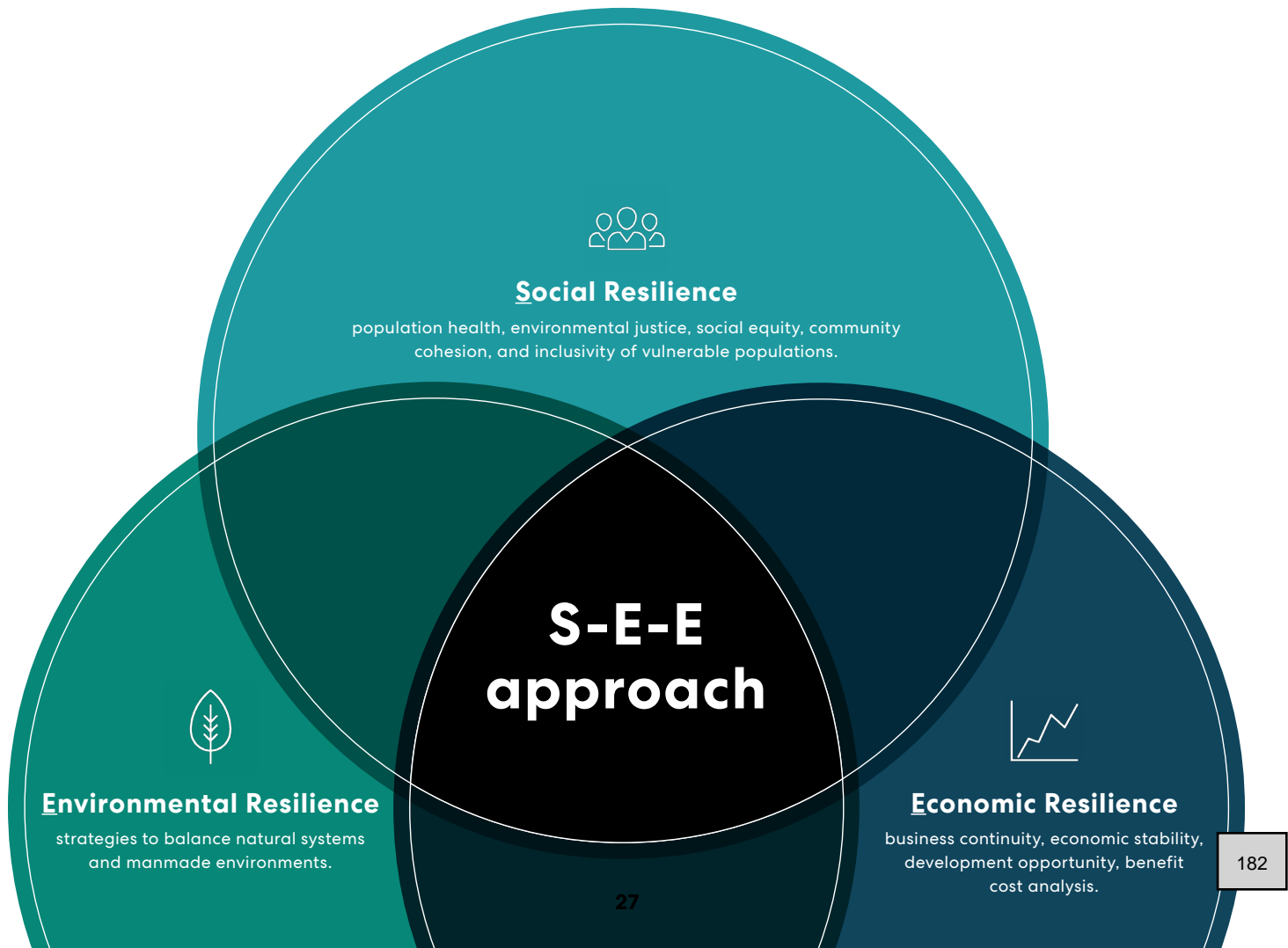
Qualifications

— WHAT MAKES IT COOL

We're creating opportunities for Puerto Rico to recover and thrive through thoughtful design and strategic planning.

Developing ResilientSEE

The ResilientSEE team developed a resilient planning framework that can be applied to other neighborhoods, cities, and countries in need—any place at any scale. The name ResilientSEE stems from this flexible framework, a multi-lens approach to achieve resilience that considers “Social”, “Economic”, and “Environmental” vulnerabilities. The logo and visual identity that were developed graphically communicate our mission, methods, and goals.



Social Resilience

population health, environmental justice, social equity, community cohesion, and inclusivity of vulnerable populations.



Environmental Resilience

strategies to balance natural systems and manmade environments.



Economic Resilience

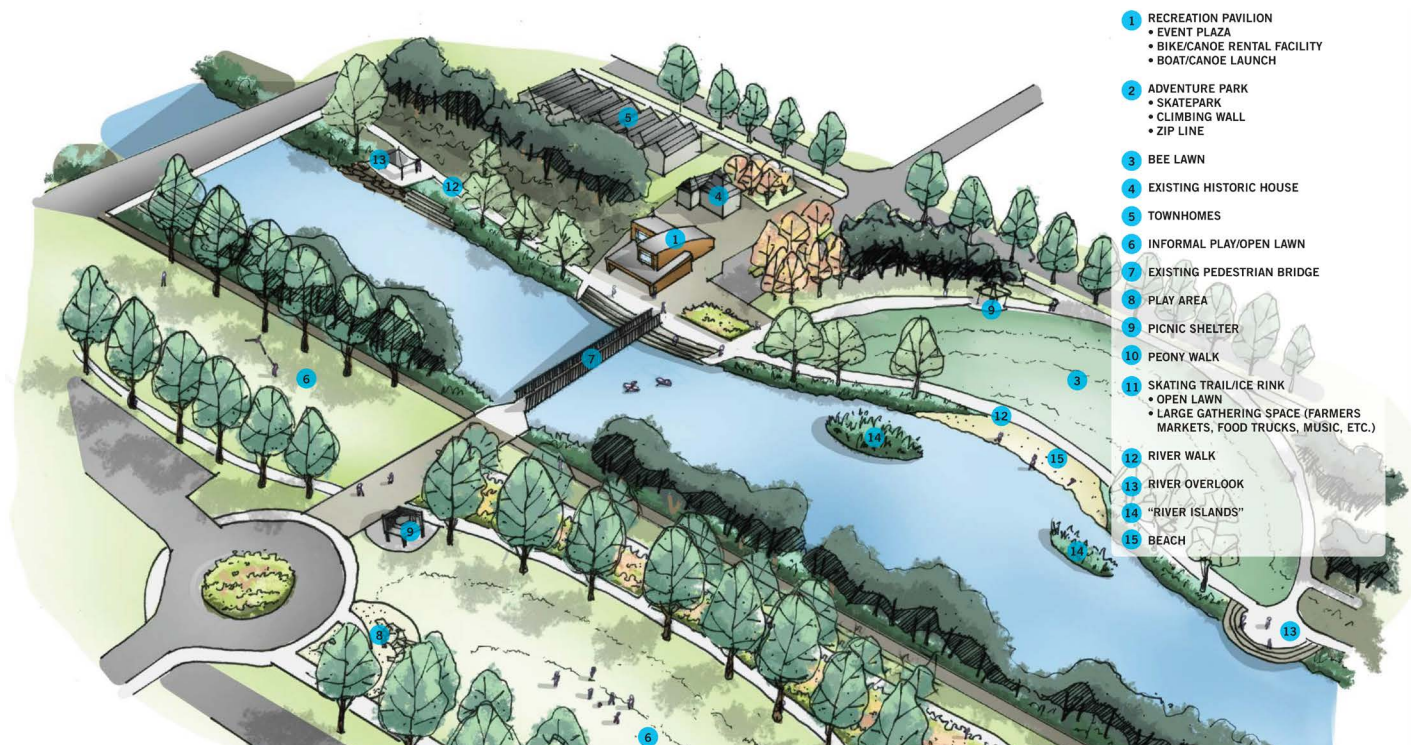
business continuity, economic stability, development opportunity, benefit cost analysis.

S-E-E approach

City of Faribault Downtown Master Plan and Sustainable Strategies

Faribault, Minnesota

Client: City of Faribault — Size: Citywide — Completion Date: 20219



- 1 RECREATION PAVILION
 - EVENT PLAZA
 - BIKE/CANOE RENTAL FACILITY
 - BOAT/CANOE LAUNCH
- 2 ADVENTURE PARK
 - SKATEPARK
 - CLIMBING WALL
 - ZIP LINE
- 3 BEE LAWN
- 4 EXISTING HISTORIC HOUSE
- 5 TOWNHOMES
- 6 INFORMAL PLAY/OPEN LAWN
- 7 EXISTING PEDESTRIAN BRIDGE
- 8 PLAY AREA
- 9 PICNIC SHELTER
- 10 PEONY WALK
- 11 SKATING TRAIL/ICE RINK
 - OPEN LAWN
 - LARGE GATHERING SPACE (FARMERS MARKETS, FOOD TRUCKS, MUSIC, ETC.)
- 12 RIVER WALK
- 13 RIVER OVERLOOK
- 14 "RIVER ISLANDS"
- 15 BEACH

— WHAT IT IS

Citywide planning for Downtown, Parks, Trails and Open Spaces defining sustainable strategies to empower the community

Vision and Resilient Strategy for Historic Center

The Downtown with its historic character, proximity to great natural amenities, and being a regional attraction, is poised to discover new opportunities. Add to that the presence of magnificent neighborhoods, institutions, parks and open scape, regional trail systems, employment centers, etc. and Faribault has the makings of a truly exciting project that has the ability to transform the City into a national model for sustainable, community-oriented development.

Our team worked with the City of Faribault to deliver visionary and resilient strategies, updating the City’s Comprehensive Plan and preparing a Downtown Master Plan and Parks, Trails and Open Space Plan. The planning efforts happened concurrently and required a very well thought out collaborative process.

The Downtown Master Plan identifies connections to the nearby Straight River, opportunities for redevelopment, and strategies to enhancing the public realm along the historic main street. Incorporating new housing into the downtown is a key feature of the plan due to the extremely tight housing market, which is impacting business expansions.

Qualifications



Downtown Faribault has undergone significant change over the past 100 years. With several nationally recognized historic structures and an active local business community, Downtown Faribault is celebrated for its unique heritage and character. What opportunities do the next 20 years hold?

[MORE INFO](#)



The City's Parks and Recreation Department and partners have been on the forefront of shaping opportunities to community events, fitness programs, sports and recreation activities, as well as access to parks, trails, and shelters. The Parks, Trails, and Open Space Plan represents a comprehensive and integrated strategy to build on the strengths of the existing system over the next 20 years.

[MORE INFO](#)



The future of Faribault will continue to be built on the foundation of the City's history and relationship to the larger southeast Minnesota region. As the local and regional economy changes, the City will continue to require a planning response that guides development patterns and integrates past and current planning work. This Comprehensive Plan Update will build on the 2003 Comprehensive Plan and provide an integrated framework for future planning decisions.

[MORE INFO](#)

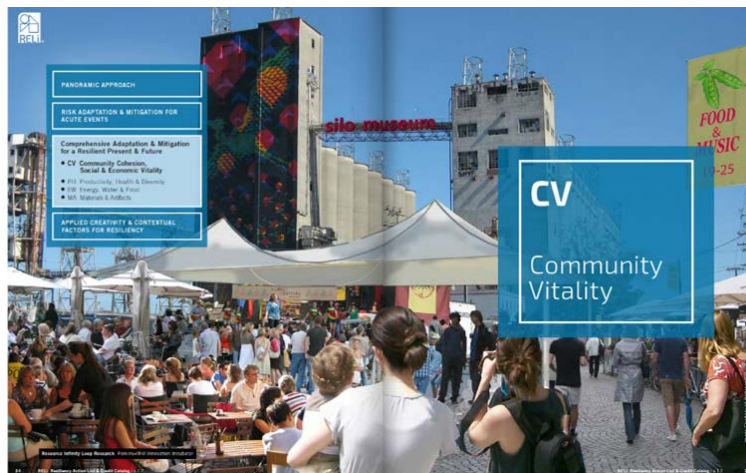
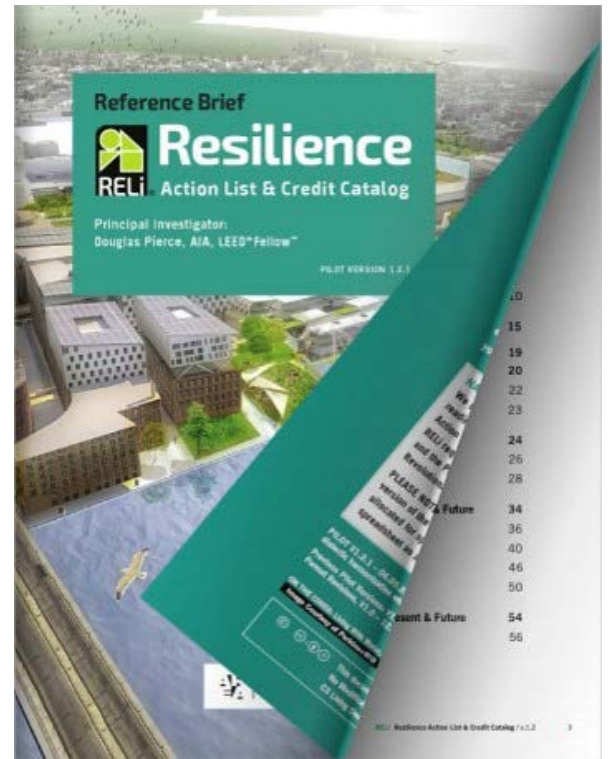


Community Engagement

A huge component to the City of Faribault's Downtown Master Plan and Sustainability Strategies was engagement in the community. We used storytelling, surveys, created a project website and led community meeting to empower all community stakeholders and ensure we were hearing all voices.

Authoring a new national consensus standard for our industry: for resilient buildings and sites

RELi Action List and Credit Catalog



2012-2016

RELi Resilient Design Rating System

Resilient Design pursues Buildings and Communities that are shock resistant, healthy, adaptable and regenerative through a combination of diversity, foresight and the capacity for self-organization and learning. It requires humans to embrace their capacity to anticipate, plan and adapt for the future. It addresses a much needed “how to” for the building industry’s ability to design for both climate change and social change.

Our very own Doug Pierce, building upon foundations in high-performing buildings, sustainability, and resilience, developed a comprehensive checklist to guide designers and planners in creating regenerative, restorative, and sustainable environments.

A number of projects around our firm, including Bell Museum, have piloted RELi.

Qualifications

A New Consensus Standard for our Industry

RELi <pronounced rely> integrates a comprehensive listing of resilient design criteria with the latest in proven integrative process for developing next generation communities, neighborhoods, buildings, homes and infrastructure. It is similar to LEED with a focus on Resilience. The Action List and Credit Catalog are resources included in the RELi Green and Resilient Property Underwriting and Finance Standard.

RELi was developed through a National Consensus process formally recognized by the American National Standards Association (ANSI) lead by Perkins and Will, MTS, and C3 Living Design.

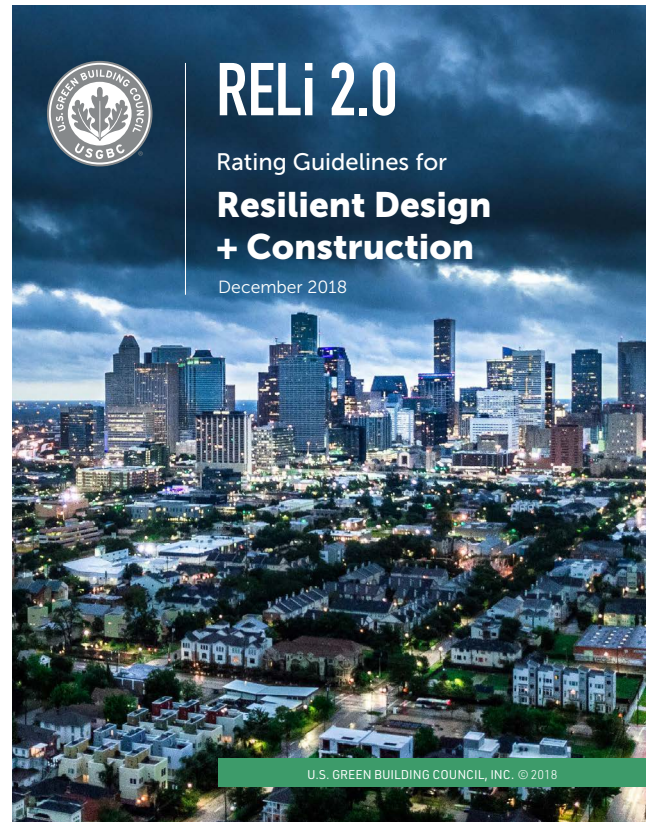
Using RELi

At its most basic level, RELi is a simple, but comprehensive “to-do” list. For ease of use, RELi is structured much like LEED® and other point based rating systems. RELi can stand alone as its own consensus based certification or you can pursue LEED, LBC and other certifications to demonstrate compliance with many of RELi’s regenerative, restorative and sustainable elements.

The RELi Action List and Credit Catalog has the breadth, depth and fundamental requirements needed to launch almost any project forward in pursuit of resiliency. It includes ample space for applied creativity, innovation and leadership within the RELi framework. Wholistic, systems based design, planning and operations are a priority for RELi and the use of a basic, integrative process is required.

2017

RELi was officially adopted by U.S. Green Building Council in 2017 and will be used in conjunction with LEED to create a more sustainable, resilient, and equitable future.



2018

As Chair of U.S. Green Building Council’s RELi Steering Committee, Doug Pierce helps to publish RELi 2.0, which is now ready for pilot projects.

Additional Project Experience

North Cedar Neighborhood Plan

Cedar Falls, Iowa



Client: City of Cedar Falls
Size: Approx. 500 acres
Status: Plan completed in 2010
Team: Experience of John Slack prior to joining Perkins and Will
Reference: David Sturch, City of Cedar Falls
 David.Sturch@cedarfalls.com

The purpose of this study was to create a design framework plan for the North Cedar Area which includes the Center Street Corridor, and the East District or “Cedar City” area. John Slack was involved in the vision plan which included public meetings for the Greenfield and Redevelopment work.

Downtown Streetscape Framework Plan

Cedar Falls, Iowa



Client: City of Cedar Falls
Size: 5 continuous blocks of Main Street
Status: Plan completed in 2003
Team: Experience of John Slack prior to joining Perkins and Will
Reference: David Sturch, City of Cedar Falls
 David.Sturch@cedarfalls.com

The downtown streetscape framework plan define public realm improvements for the five block Main Street in the core downtown. The streetscape improvements built on the positive and unique qualities of Cedar Falls history, architecture, culture and setting to reinforce a genuine and memorable identity. John Slack led the master plan and implementation which involved public meetings and workshops with Cedar Fall’s Stakeholders.

College Hill Redevelopment Plan

Cedar Falls, Iowa



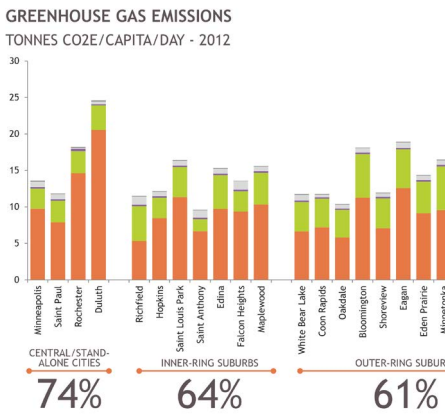
Client: City of Cedar Falls
Size: Approx. 500 acres
Status: Plan completed in 2004
Team: Experience of John Slack prior to joining Perkins and Will
Reference: David Sturch, City of Cedar Falls
 David.Sturch@cedarfalls.com

The plan identified long term recommendations for the enhancement of the District to define commercial growth, define locations for infill residential to support the university, improve campus access and circulation, increase shared parking opportunities and the creation of a streetscape and public realm along College Street that would create a safer environment for students to shop and congregate.

Qualifications

Regional Indicators Initiative

Minnesota



Client: State of Minnesota
Team: Becky Alexander, LHB, Inc.
Reference: Robert Ellis, Public Works Director, rellis@edenprairie.org

LHB created and leads the Regional Indicators Initiative (RII), which provides Minnesota local governments with planning tools and actual results to measure progress toward their energy and carbon reduction goals. Initially created to collect and share community-wide data for several key metrics (energy, water, travel, waste, and greenhouse gas emissions), RII has now expanded to include additional tools that local governments can use to inform carbon planning and action.

One of the tools, the LHB-developed Wedge Tool allows users to explore a city’s potential energy futures through a web-based interactive diagram that shows forecasted city-wide greenhouse gas emissions from 2005-2040.

www.regionalindicatorsmn.com

City of St. Louis Park Climate Action Plan

St. Louis Park, Minnesota



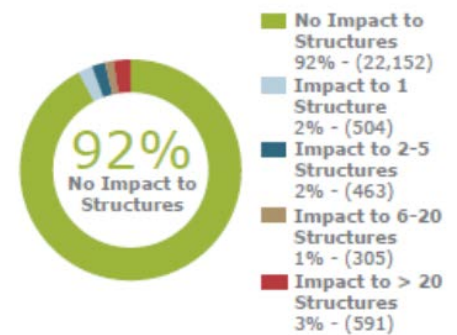
Client: City of St. Louis Park
Services Provided: Carbon planning; community engagement
Team: Becky Alexander, LHB, Inc.
Reference: Shannon Pinc, former Environment and Sustainability Coordinator for the City of St. Louis Park

LHB helped chart a pathway toward the City’s goal of community-wide carbon-neutrality by 2040 by estimating the impact of various efficiency and decarbonization strategies. Key strategies at the building scale – such as designing all new buildings to meet net-zero energy standards – are joined by strategies such as green power purchase and increased adoption of electric vehicles. The strategies outlined in the Plan are estimated to achieve a 62% reduction from the city’s business-as-usual forecast in 2040.

www.stlouispark.org/our-city/climate-action-plan

Climate Resilience Planning Risk Assessment

Woodbury, Minnesota



Client: South Washington Watershed District
Services Provided: Climate hazards and risk assessment; stakeholder engagement; mitigation strategy development; goal setting and prioritization
Team: Matt Metzger, Barr Engineering
Reference: John Loomis, jloomis@ci.woodbury.mn.us

Barr developed and facilitated a two-day planning workshop with policymakers and stakeholders from all over the watershed to identify specific climate hazards and risks to their communities, and to develop high-level prioritized strategies to respond to those risks. Using the workshop feedback, Barr developed specific recommendations to address increased risk due to climate change to the groundwater, natural resources, and storm sewer infrastructure in the SWWD.

Project Matrix

Cedar Falls Sustainability Plan

Sustainability, Resilience & Engagement

Carbon & Energy

Water

	Climate Ready DC	Resilient Minneapolis	Toronto Resilience Strategy	Resilience SEE	Faribault Downtown Master Plan and Sustainable Strategies	RELI Action List and Credit Catalog	Cedar Falls Planning Work	Minnesota Regional Indicators Initiative	St. Louis Park Climate Action Plan	Climate Resilience Planning Risk Assessment
Douglas Pierce Project Manager, Director of Sustainability Perkins and Will	●	●	●	●	●	●				
John Slack Managing Principal, Public Engagement Lead Perkins and Will		●	●		●		●			
Ryan Fagre Computational Analysis / GIS Perkins and Will		●								
Samantha McKinney Communications and Engagement Perkins and Will		●			●					
Rebecca Alexander Carbon Planner LHB, Inc.							●	●		
Matt Metzger Civil Engineer Barr Engineering										●

References

Climate Ready DC

Katherine Johnson
Green Building and Climate Branch,
Department of Energy & Environment
t. 202.299.3355
e. katherine.johnson@dc.gov

Resilient Minneapolis

Ron Harris
Chief Resilience Officer,
City of Minneapolis
t. 612.673.2032
e. ron.harris@minneapolismn.gov

City of Toronto Resilience Strategy

Amy Buitenhuis
Senior Policy Advisor - Strategy
Development, Resilience Office
City Manager's Office
t. 416-338-7743
e. Amy.Buitenhuis@toronto.ca

City of Faribault Downtown Master Plan and Sustainable Strategies

Dave Wanberg
City of Faribault
t. 507.333.0350
e. dwanberg@ci.faribault.mn.us

RELI Resilient Design Rating System

Susan Dorn
U.S. Green Building Council, Inc. &
Green Business Certification, Inc.
t. 202.742.3299
e. sdorn@usgbc.org

City of Cedar Falls

David Sturch
City of Cedar Falls
e. David.Sturch@cedarfalls.com

Minnesota Regional Indicators Initiatives

Robert Ellis
Public Works Director, City of Eden
Prairie
t. 952.949.8310
e. rellis@edenprairie.org

Climate Resilience Planning Risk Assessment

John Loomis
South Washington Watershed District
e. jloomis@ci.woodbury.mn.us

Workload

Our team was chosen to complete the City of Cedar Falls Sustainability Plan because of their expertise as well as their capacity to complete the Plan update by December 2020.

Section 04.

Scope of Services / Methodology

Methodology

Resilience is “the ability of individuals and systems to prevent, prepare for, and recover from adverse vulnerabilities while adapting to long-term changes.”

– CITY OF DULUTH COMMUNITY ENGAGEMENT PROCESS

Project Understanding

The project scope of work for the Cedar Falls Sustainability Plan is primarily related to community empowerment and sustainability plan development. Key participants in the plan development include the Community Team, the Resilient Community Advisory Commission (RCAC), the public, the City staff and technical staff, along with City partners. Major themes for the plan will focus on the economic, environmental and social benefits of environmental sustainability.

Our unique sustainability, resilience and climate planning team is comprised of highly knowledgeable planners with exceptional public engagement skills and strong GIS mapping capacity; nationally recognized resilience and adaptation expertise; and the upper-Midwest’s regional expert in city scale energy and carbon planning. Our team is ready and prepared to deliver the key outcomes requested in the RFP. **Our project lead, Doug Pierce is exceptionally well versed as an interdisciplinary and multi-scale planner known for innovative and elegant solutions to complex problems.**

Our team is prepared to deliver a Sustainability Plan that addresses the cities key drivers:

- Unify existing, and developing initiatives and strategies that support sustainability, resilience and emission reductions.
- Identify climate action strategies, implementation plans and metrics for measuring outputs and outcomes.
- Identify the community’s desired strategies using an equity lens in order to ensure benefits for all members and groups of the community.
- Leverage partnerships and the community towards prioritized strategies in support of climate action.

The engagement and outreach team is exceptionally skilled at developing and implementing “robust, creative, and inclusive, and meaningful community engagement.”

We include storytelling in our approach along with education. Our team knowledgeably uses webinars, social media, in-person meetings, group presentations, tabling, surveys, newspaper ads and more as outreach tools.

Doug Pierce and Becky Alexander are both highly knowledgeable climate experts with solid communication and education skills. Doug has been teaching graduate level sustainable design and resilience courses at the University of Minnesota to students and professionals for over a decade. Doug will bring those skills to the project. Their combined expertise provides both depth and breadth around the topics of Climate Adaptation, Resilience and Carbon Planning.

The work will progress along the following timeline:

- March 2020 Project Awarded
- April 2020 Project Begins
- August 2020 Project Status Update
- November 2020 Specialized Actions submitted to City Departments for consideration during annual goal-setting and budgeting process
- November 2020 Full Draft Report Submitted
- December 2020 Final Sustainability Plan for City Council Approval

Scope of Services and Methodology

Engagement and Communications

A successful Sustainability Plan must have at its foundation a commitment to social, economic and environmental resilience; a vision of the vital, people-focused city that will rewrite the playbook for best practices, while leaving room to evolve. The key components to this approach are listed below.

Engage The Community In A Dynamic, Collaborative Process

Our approach to the Cedar Falls Sustainability Plan is based on an interactive, participatory planning process that has been refined through hundreds of successful planning projects throughout the Midwest and nationwide.

The Perkins and Will team views effective public involvement and a robust stakeholder and community engagement process as the foundation for success of any project, helping to enrich proposed solutions while identifying and avoiding potential blind spots, and developing a constituency of informed and invested agency partners, elected officials, and members of the public.

There is tremendous benefit in involving the residential and business communities as well as other key stakeholders in an effective and meaningful way. A process that provides opportunities for participation will be effective at informing stakeholders about project objectives, providing a forum to voice their concerns, and creating a plan that responds to their needs.

Our approach to developing the Cedar Falls Sustainability Plan begins with a robust community engagement program informing every step of the planning process.

Such project stakeholder participation and involvement will establish a shared vision, nurture a responsive plan that reinforces the vision, and help build support and promote advocates to share in its implementation. We will work closely with Stakeholders (City and Community Leaders) and the public to create a clear, achievable vision, based on solid scientific and social equitable fundamentals

Our team has a proven track record of flexibility and thoughtfulness in how we structure and tailor the planning and engagement process based on the unique qualities of the community. In the following pages, you will see examples of successful engagement techniques that we have employed depending on the audience and outcome expected. Defining the specifics of the engagement plan will be one of the first strategies we develop with you in order to ensure the appropriate voices and perspectives have been heard in order to better understand their current attitudes and aspirations for the Sustainability Plan. The plan will identify reduction targets, implementation strategies, and vulnerabilities and provide a toolkit for action. Community involvement in the process will allow our team to identify key issues and concerns early on, develop alternative concepts and evaluate the alternatives in order to develop consensus around a preferred alternative. **We believe that delivering this unique tailored approach to the planning process will assist the development and buy-in of a unifying vision.**



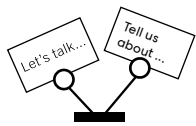
Scope of Services and Methodology

Featured components of our approach to community engagement include:



Community Workshop

A Workshop will provide a forum to involve local residents and other stakeholders in a meaningful dialogue about the Sustainability Plan. The primary intent of the workshops are to augment the background analysis, brainstorm with the community to define strengths, weaknesses opportunities and threats. The workshops emphasize hands on, interactive and fun activities. We would recommend three workshops.



Listening Sessions / Focus Groups

Focus group meetings will allow the project team to host deeper conversations and receive detailed information from stakeholders who have an interest and knowledge of previous work or issues related to the Sustainability Plan. These conversations will help the project team refine the plan's vision and direction and ensure that the concerns of groups with specific issues (for example, city staff and departments, property/business owners) are included early on.



Project Website

The project website offers an opportunity to provide an overview of the project and inform members of the public. It provides an avenue to share project progress and to build interest and grow participation for the in-person workshops and open houses. We have generated project specific websites using Square Space as well as hosted sites such as Social pinpoint. Social media accounts have also be used successfully.



Communication Efforts

A key to the success of the planning process will be to engage the public, encouraging participation in the dialog at each public meeting. It is important the public is informed about the planning process and that they are familiar with the work that has been done to date. We will assist the City with preparing materials for use on the project website, blogs, newsletters, e-mail distribution lists, public notice advertisements, direct mailings, local newspapers, and other means of communication with the participants and community-at-large.

Some examples of our communication efforts include:

Social Media: Creation of a Facebook page and Twitter channel can help drive visitors to the project website so they can view project updates and information as they are uploaded. Similarly, Facebook and Twitter can be used to share information about upcoming in-person workshops and increase participation at those events.

News Releases, e-Newsletters and Media Alerts: These can be authored and submitted to contacts at local and regional news outlets, websites, and public access outlets. News releases and media alerts can be a useful tool to update the public on major project milestones, community meetings, significant findings and recommendations, and overall project successes.

Online surveys and real time polling: These tool summarize responses for all involved. Real-time polling can be used to give a visual representation to a workshop in real time. On-line surveys can be authored and sent out for the public to comment or the project at a time that works for their schedule.



← Engagement comes in many forms. We seek to find unique ways to connect within the communities we are working to hear from all voices.

Scope of Services and Methodology

Resilience and Climate Adaptation

Our team is uniquely skilled at looking forward, well into the future using the best available science to develop scenarios for climate and resilience action. We will focus on adaptation, resilience and social equity to deliver the follow outcomes as defined by the city:

- **Adaptation, Mitigation and Resiliency:** The Sustainability Plan should identify climate science predicted increased negative climate impacts and should incorporate appropriate mitigation, resilience and adaptation throughout.
- **Benefits Framing:** The Sustainability Plan should reinforce the benefits of sustainability action and focus on how the plan's elements will improve community well-being. The Sustainability Plan should discuss both the costs of inaction and discussing the costs of the recommended action.
- **Social Equity:** The Sustainability Plan should detail impacts on different communities and groups in Cedar Falls, and how the implementation will incorporate social equity and empowerment considerations; and
- **Partnerships:** The Sustainability Plan should incorporate actions that partners should prioritize, and ways the community can leverage these partnerships to initiate stronger climate action.

Systems Oriented GIS Data Analysis

Our team brings an expertise in systems thinking and data analysis – including geographic information system (GIS) mapping- as well as the ability to communicate the analysis in a clear and accessible way to a diverse audience of stakeholders.

As a fundamental resilience deliverable, our team will evaluate the intersection of long-term future scenarios surrounding riverine flooding and flashing flooding on infrastructure, essential amenities and vulnerable populations using science based systemic scenario thinking coupled with GIS mapping.

We can use this same approach to explore other key topics as defined by stakeholders and workshop groups. These area might include evaluation of opportunities and risk areas for extreme heat incidents and access to cooling shelters, along with other equity topics such as affordable housing. Based on the availability of existing data sets, other factors could include but are not limited to areas at risk for high levels of pollution exposure, limited access to public transit and or city institutions, and city infrastructure vulnerabilities based on the availability of existing data sets.

Ease of access to GIS data, and labor allowances will be used to maintain an appropriate scale and quantity of GIS mapping efforts.

This comprehensive, systems-oriented review will also focus on identifying factors that could create unequal impacts of climate change on different communities within Cedar Falls. We believe that the Sustainability Plan developed through this project should create positive, long-term environment and social stability for all members of the Cedar Falls community. We also believe that there is no one solution that would affect all members of a community alike. Identifying key factors associated with inequality is central to developing mitigation strategies that can be balanced to meet the various needs of a diverse community while working to reduce overall systemic inequities.

Energy Analysis for Mitigation and Adaptation

Our team includes exceptional skill in carbon planning and climate adaptation. We will provide a detailed Sustainability Plan using a Wedge analysis across multiple categories including residential energy, commercial energy, industrial energy, transportation, water, and paths toward Zero Waste. That work stream will be leveraged and combined with our climate adaptation knowledge to explore scenarios around the intersection of carbon mitigation, temperature change, renewable energy, energy efficiency and energy security for short-term crisis conditions and long-term energy independence at a citywide and regional scale.

Scope of Services and Methodology

Carbon Planning

With the strong focus of carbon emissions reductions our approach for this portion of the work will be to:

- Define Cedar Falls’ emissions reduction goal based on the latest climate science.
- Identify mitigation strategies based on available emissions data and / or emissions proxies.
- Leverage our community engagement process to incorporate new strategies that represent the community’s needs and values.
- Prioritize strategies based on a nuanced understanding of the potential impacts on emissions, life-cycle costs, social equity, and resilience.
- Provide implementation resources and tracking methods that empower and engage residents, businesses, and institutions to move from planning to action.

In addition to relying on our carbon planning experience and access to global best practices, our work will be informed by feedback from Cedar Falls stakeholders, ideas generated by community members, and insights from the concurrent work on adaptation and resilience planning.

The carbon planning scope will include the following tasks:

Develop a bold and transformative long-term vision for community-wide emissions.

- Based on the most current climate science, our team will evaluate Cedar Falls current status and assist in establishing appropriate emission reduction goals. We will engage stakeholders to discuss topics such as the implications of shifting to a carbon budget or leveraging achievable near- term milestones to support an aggressive long-term goal. We will also propose goals by sector (e.g. transportation) and by energy source (e.g. electricity) that reflect feasible timelines for transformative change.
- Our team will develop a list of strategies in the residential, commercial, industrial, transportation, water and waste sectors that would contribute to achieving the community’s greenhouse gas reduction goal(s).

- Leveraging the tools and expertise we have developed through our scenario planning experience our team will develop a wedge analysis to demonstrate the contribution of individual strategies toward Cedar Falls’ overall greenhouse gas reduction targets, aiming to demonstrate a feasible roadmap to achieving the community’s goal.

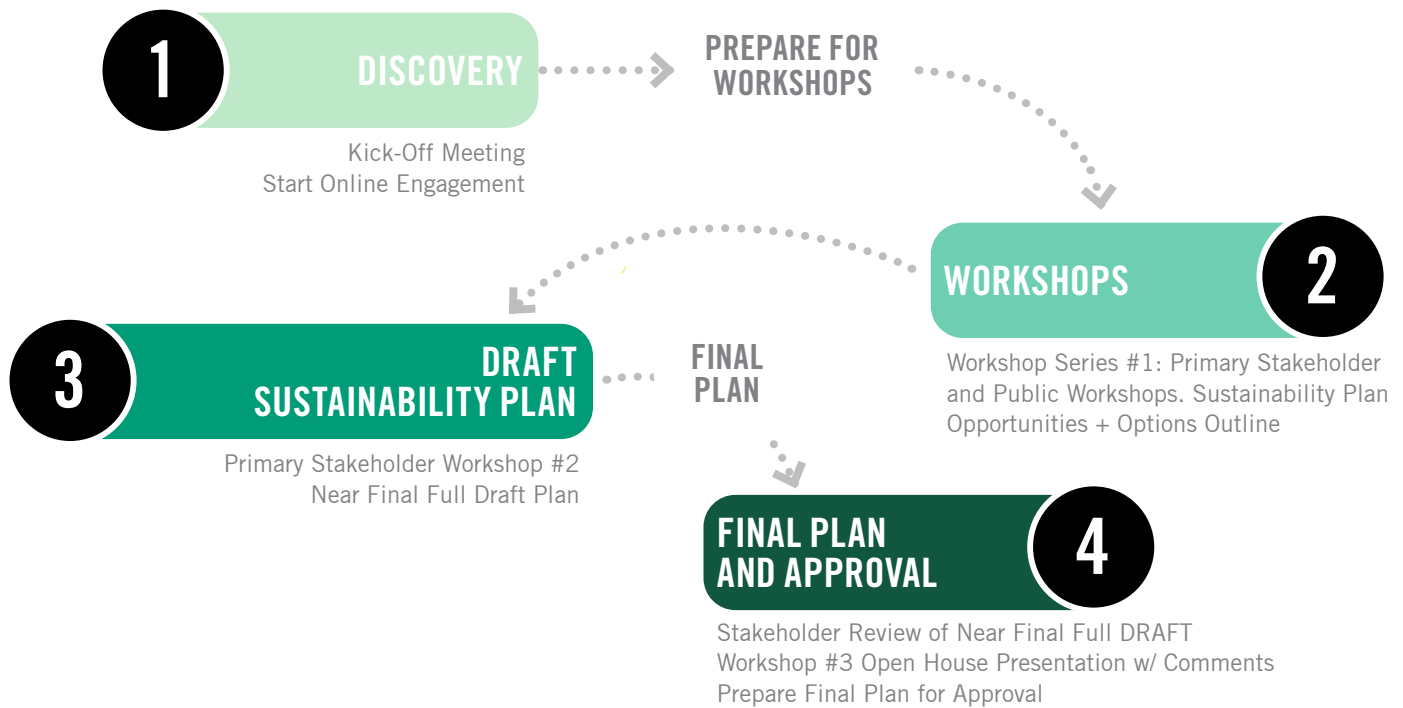
Deliverable: Base Services

- Establish Reduction Targets and Implementation Strategies
- Conduct a community-wide greenhouse gas inventory for the three most recent years with data available
- Help develop a long-term sustainability vision with science-based targets.
- Identify actions that can be achieved or in place by 2030, with general recommended timeline (short, medium, long-term).
- Quantify each proposed measure’s potential emission reduction.
- Estimate feasibility (technical) of strategies.
- Help ensure the collective actions positively impact all populations and move the city toward greater social equity. (Assuming this will be strongly rooted in the community engagement work)
- Develop a wedge analysis to understand the contribution of individual strategies toward the overall GHG reduction targets.

Optional additional service: Toolkit for Action

- Develop a system for monitoring and evaluating progress utilizing CDP
- Develop standard operating procedures for completing annual GHG emissions inventories (Municipal & Community-wide) and provide templates for completing.
- Develop a template for an annual report that can easily be communicated through a variety of media.

Scope of Work



PHASE 1 – DISCOVERY

Phase 1 of the planning process will focus on developing a City and Community Team (CT) and Public engagement strategy, synthesizing previous studies, examining the existing conditions, and working with the stakeholders to define opportunities for the Sustainability Plan around mitigation, adaptation and equity.

1.1 Community and Stakeholder Engagement Plan

Deliverable: Draft Community Engagement Plan that clarifies goals, roles, meeting schedule, workshop dates and public outreach and communication specifics. This will include a key understanding of the preparation and participation in key meetings and other community engagement activities.

1.2 Kick-Off and Planning Meetings with the City / Partners and other identified key stakeholders.

Deliverable: Agenda for kick off meeting, public participation and communications plan, and summary of meeting.

Agenda for Planning Meeting and finalized process plan.

Start Online Engagement

1.3 Review, analyze and integrate existing plans, initiatives, and other relevant planning studies.

Deliverable: An understanding of the issues, plans and strategies developed in previous planning efforts and synthesis of the illustrations and recommendations from each study, tool or policy.

1.4 Sustainability Discovery Findings

Our early Mitigation, Adaptation, Resilience, Benefits, Social Equity, Partnerships Discovery analysis will be based on existing studies, available data and knowledge gained from interviews and workshops.

Deliverable: Sustainability Discovery Findings as a slide deck that compiles information and summarizes findings regarding the short and long-term opportunities for climate action and resilience within the city and surrounding based on existing plans, reports and information. This information will 'set the stage' for starting Phase 2.

Scope of Services and Methodology

PHASE 2 — WORKSHOPS

This phase will focus on outreach and identifying solutions for carbon mitigation, adaptation, social equity and overall resilience. Our team will actively synthesize their professional expertise with that of local stakeholders, the city, and the public.

2.1 Update Online Engagement

Deliverable: Online and print media including the project webpage (site), social media, online surveys and news outlets will be used as outreach to the community.

2.2 Workshop Series #1: Identify Opportunities and Options

A stakeholder interview and workshop charrettes will be the primary events to establish a vision, plan options, preferred direction and steps towards implementation of the final plan.

We will utilize recognized charrette strategies to ensure that primary stake- holders and the public understand, contribute to, and feel ownership of the workshop options and concepts. This will be coupled with Rockefeller 100 Resilient Cities techniques around identify and addressing chronic shocks and stressors. The charrette agenda will be based on the following outline:

- **Primary Stakeholder Interviews and Workshop #1** occur on Day #1. The outcomes will help inform the Workshops to be held in Phase #2. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. The charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.
- **Public Workshop.** The Public Workshop follows the Stakeholder Interviews and Workshop to inform the Workshop. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. Charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.

Deliverable: Organize, lead and facilitate interviews and workshops. Capture all outcomes and post to a location assessable by the Stakeholders.

2.3 Prepare a Sustainability Plan Outline Draft

- The ideas that are developed and key findings/ outcomes from Workshop Series #1 will be documented and summarized in an outline form.
- The workshop outcomes will be used to inform follow-up research, development and additions to the outline.

Deliverable: Sustainability Plan Outline DRAFT

PHASE 3 — DRAFT SUSTAINABILITY PLAN

This phase will focus on prioritizing and synthesizing the options and opportunities identified and developed in Phase 2.

3.1 Update Online Engagement

Deliverable: Update the project webpage (site), social media. Publish notices to news outlet.

3.2 Workshop #2: Prioritize Options and Scenarios

A two-workshop charrette process will be the primary event to establish synthesize prioritized options, opportunities and follow-up work from Workshop Series #1. Stakeholders will be invited to participate in the Community Team Workshop. The charrette agenda will be based on the following outline:

- **Primary Stakeholder Workshop #2** The charrette Team will use input from the Workshops in Phase 2 to develop synthesized Implementation Scenarios that identify key strategies, resources and phasing for related actions. The implementation strategies will also represent stakeholder and public input to inform project objectives, measures, and technical criteria.

Deliverable: Organize, lead, and facilitate the workshop. Capture all outcomes and post to a location assessable by the Stakeholder Team.

Scope of Services and Methodology



3.3 Prepare Near Final Draft Sustainability Plan

The workshop outcomes will be used to inform follow-up research, development and additions to the outline. Follow-up will be performed by the consultant team, project stakeholders.

Deliverable: DRAFT Sustainability Plan for review by the City, stakeholders and interested members of the public.

PHASE 4 – FINAL PLAN AND APPROVAL

This phase will focus on the creation of an Open House Presentation, comment opportunity and a Finalized Report.

4.1 Update Online Engagement

Online and print media including the project webpage (site), social media and news outlets will be used as outreach to the community.

Deliverable: Near final DRAFT Sustainability Plan in the form of Slide Deck and outreach to the public about the Open House.

Workshop #3: Open House Presentation of Near Final Options and Scenarios

Workshop #3 will be structured as an iterative presentation in which content is presented as a series of short content sessions, with each session followed by a question, answer and comment period.

Comments will be used to make modest adjustments to the near final DRAFT as part of finalizing the Sustainability Plan.

Deliverable: Public presentation of the near final DRAFT of Sustainability plan to an Open House forum with comments.

Collection of final comments from the City, Stakeholders and Public.

4.3 Finalize Sustainability Plan

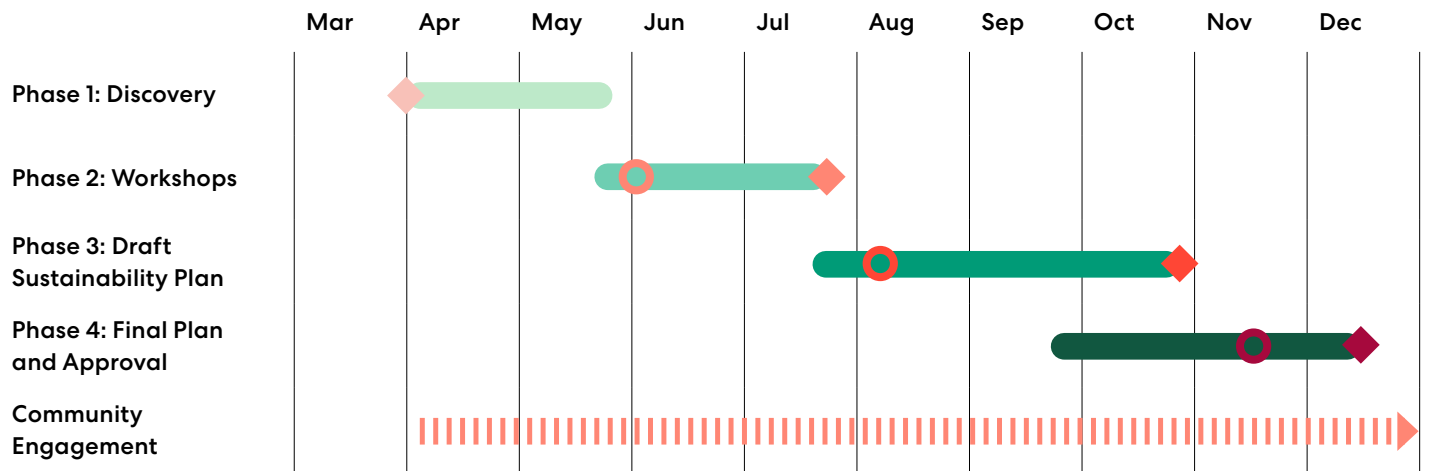
Deliverable: The Consulting Team will prepare a final Sustainability Plan with modest updates from the City, Community Team, Stakeholders and Public. Final report is anticipated to be a 20 to 25 page combination slide deck / report.

Section 05.

Proposed Project Schedule

Proposed Project Schedule

Cedar Falls Sustainability Plan



- ◆ Project Kick-off
- Stakeholder and Public Workshops
- ◆ Sustainability Plan Outline Draft
- Stakeholder Workshops Check-in and Update
- ◆ Submit Near Final (Full) Draft Plan
- Open House Presentation, Q+A, Comments
- ◆ Submit Final Plan for City Council Approval

Section 06.

Certificate of Insurance

SAMPLE CERTIFICATE OF INSURANCE (following page)

Attached please find our firm's sample Certificate of Insurance, reflecting the limits of our standard policies. All limits meet or exceed those required. Because our policies are written to include additional insured status based on a final, signed contract (which is the industry standard), we can issue a comprehensive, project-specific Certificate of Insurance, with The City of Cedar Falls afforded additional insured status, where appropriate, upon project award.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY)
6/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1078545 PERKINS+WILL, INC. ATTN: RICHARD NEMETH 2 BRYANT STREET SAN FRANCISCO CA 94105	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES *** CERTIFICATE NUMBER: 11480890 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0926401	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0926402	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA1901441	7/1/2019	7/1/2020	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER 11480890 SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joseph M. Agnello</i>
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Section 08.

Contract

Contract

Per the City's request, Perkins and Will has included on the following page a drafted Letter of Agreement that, with its suggested attachments, will form the basis for negotiation of our proposed contract.

We have completed a preliminary review of the Terms and Conditions provided by the City of Cedar Falls for this project. We believe it to be a well-drafted document that, with minor modifications to make it an even more comprehensive document relevant to the scope of work for this project, will provide a very reasonable basis for negotiation.

DRAFT – THIS LETTER OF AGREEMENT AND ALL ATTACHMENTS SHALL BE USED AS A BASIS FOR NEGOTIATION UPON SELECTION

February 20, 2020

Perkins and Will, Inc.
IDS Center
80 S. 8th Street, Suite 300
Minneapolis, MN 55402

Re: Letter of Agreement for City of Cedar Falls Sustainability Plan

Dear Ron Gaines:

This will acknowledge the City of Cedar Falls intends to enter into an Agreement with Perkins and Will, Inc. for Professional Planning and Strategy Services on the Sustainability Plan project as described in Perkins and Will, Inc.’s Proposal attached hereto. The services to be provided are included in the proposal. Additionally, the City’s Terms and Conditions are to be included and are attached to this agreement.

While the final Owner / Architect Agreement is being prepared City of Cedar Falls hereby authorizes Perkins and Will, Inc. to commence work on the Sustainability Plan.

Compensation will be as outlined in Perkins and Will, Inc.’s Cost Proposal, attached hereto. This lump sum agreement includes reimbursable expenses. Upon execution of the final Agreement, fees paid for all services under this authorization will be credited to the amounts under the final Agreement.

It is agreed that both parties will continue to negotiate the final Agreement in good faith with the intent of finalizing the agreement no later than 90 days after the date this proposal is submitted.

Should the parties be unsuccessful in reaching an agreement, Perkins and Will, Inc. will be entitled to all compensation earned, and Reimbursable Expenses incurred, as described above, through the date of written notice of termination of negotiations.

Very truly yours,

(CLIENT)

PERKINS and WILL, INC.

Signed

Signed

Title

Title

Dated

Dated

- Attachments to this Agreement:**
 Technical Proposal Response, dated February 20, 2020
 Cost Proposal Response, dated February 20, 2020
 City of Cedar Falls Terms and Conditions

**IDS Center
80 South Eighth Street
Suite 300
Minneapolis, MN 55402**



MAYOR ROBERT M. GREEN
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126



1-133d INFANTRY REGIMENT – IRONMAN BATTALION DAY JULY 11, 2020

WHEREAS, service in the Iowa National Guard has been a selfless and noble calling for generations of Iowans, dating back to the Civil War; and

WHEREAS, thousands of Northeast Iowa civilian-soldiers have volunteered for service at Iowa National Guard armories in Waterloo, Dubuque, Davenport, Oelwein, Iowa City, Iowa Falls, and Charles City; and

WHEREAS, the 133d Infantry Regiment, a part of the 34th Infantry Division, has continuously operated in Northeast Iowa since July 11th, 1921; and

WHEREAS, the 1st Battalion of the 133d Infantry Regiment is proudly known as the Ironman Battalion, a distinction earned during World War II for a record 611 consecutive days in combat, and then re-affirmed during a nearly 22-month mobilization supporting Operation Iraqi Freedom from 2005 to 2007; and

WHEREAS, the 550+ members of the Ironman Battalion are readying for a year-long federal deployment to Southwest Asia as part of Operation Spartan Shield, with operations expected in 27 Middle Eastern countries; and

WHEREAS, community support is vital for the long-term success of the Iowa National Guard, and for the morale and well-being of Ironman Battalion members and their families at home;

THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby designate July 11th, 2020 as **1-133d Infantry Regiment - Ironman Battalion Day** in Cedar Falls in recognition of the vital role of the Ironman Battalion in our national defense, and I do hereby encourage residents to seek out ways to support our Northeast Iowa National Guardsmen and their families as they answer their country's call in uniformed service in Iowa and across the globe.

Signed this 30th day of June, 2020.





Mayor Robert M. Green

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 15, 2020

The Committee of the Whole met at City Hall via teleconference at 5:25 p.m. on June 15, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Nick Taiber. Susan deBuhr was absent. Staff members attended from all City Departments, as well as members of the community teleconferenced in. Also in attendance were Dale Schrad, Mark Kittrell, Nick Hildebrandt from Emergent Architecture, Brad Leeper and Brian Sunderman from Invision Architecture, and Larry Wiele from AECOM.

The Mayor introduced the first item on the agenda Planning & Zoning Commission Interview, Dale Schrad. Mr. Schrad introduced himself and stated he has lived in Cedar Falls awhile and he stated he is ready to serve the community. A brief discussion was held.

The Mayor introduced the second item on the agenda High School Site. Stephanie Houk Sheetz introduced the speakers for tonight's presentations. Brad Leeper with Invision Architecture reviewed the design of the inside of the new High School building. He reviewed a couple of aerial views of the campus. He stated future plans include a swimming pool. Brian Sunderman from Invision Architecture reviewed the site and landscape plans of the new High School. He reviewed the campus layout, including student and staff parking areas, and bus lanes. He stated the fire lanes have been reviewed with Public Safety. He stated there will be approximately an acre of solar panels on the site and additional panels on the roof of the building. Mr. Sunderman stated there are other sustainable features on the site include bio swales and two storm water detention areas and the majority of the site will be planted with prairie grasses. He reviewed the roadway and pedestrian connections from the outlying areas. Mr. Sunderman reviewed the schedule of the project, including remaining design development, construction documents, etc. He stated Larry Wiele from AECOM will review the development requirements of the site. Mr. Wiele stated the additional 19.6 acres are zoned agriculture and the rezoning will take place over July and August. He stated the site plan will take place on a similar timeline. He stated the City has agreed to reconstruct W. 27th Street from the western edge of the high school property to Hudson Road. He reviewed the traffic circulation along W. 27th Street, which includes three roundabouts. He stated a sanitary sewer extension will be completed to service the high school site and the West Fork development and future development in the area. Mr. Wiele reviewed the W. 27th Street reconstruction and sanitary sewer extension schedule, with a completion goal of 2022. Mayor Green opened it for questions from the Council. Ms. Sheetz responded to a question about the extension of Greenhill Road stating it could continue north, but there are wetlands which need to be considered.

Mayor Green introduces the third item on the agenda River Place Development Agreement and Downtown Parking. Ms. Sheetz reviewed a PowerPoint presentation to review the Extension of a Development Agreement for additional public parking and its relationship to the Downtown Public Parking System. She stated tonight's presentation

will be a review of the concept and full details will be later in the process. She reviewed the River Place Development agreement primary components, which goes through July 1, 2027. The current rebates have totaled just over \$600,000. Ms. Sheetz explained the proposal will be to add the property at 3rd and State Streets to the agreement, which includes retail on first floor, and 90-100 public parking spaces. She stated the agreement may include the transfer of the public plaza to be back to the City. The proposal will extend the agreement, in order for these amenities to happen. She explained the public parking project phases. She stated public bidding would be a requirement, and the city would help with this process. She said if given the go ahead with the agreement, the City would pay for the operating costs of the parking component, but stated details with regards to city participation for damages to the structure/property is unknown. The next steps would be to create the development agreement at the City's expense. But she explained before we do this, we want a consensus from the Council on this proposal, since there are a lot of details to work out.

Ms. Sheetz went on to explain how this fits into the Downtown Public Parking system. She reviewed the current parking options and the changes to the system since the Downtown Parking Study was completed in 2018. Additional parking has been a frequent request over the years and she stated a public private partnership is one option in providing parking. She stated parking ramps are expensive to building and maintain. To manage a parking ramp long term the whole parking system will need to be reviewed, and the addition of a parking ramp would mean the on-street parking would also need to be paid. Ms. Sheetz stated it is staff's recommendation to proceed with the development agreement amendment, and to continue implementation of the Downtown Parking Study, including moving to a paid parking system. She said this would include for staff to acquire a letter of support from Community Main Street.

Mayor Green opened it up for discussion from Council. Ms. Sheetz stated details would still need to be worked out on the cost of the project. Councilmember Taiber voiced concerns for actual demand for the public parking ramp. Ms. Sheetz stated the terms of the agreement will need to be negotiated, explaining standard development agreement terms have be 5 years/100% rebate. Councilmember Miller asked if we do this, do we need a parking authority, and would Community Main Street or the City manage it? Ron Gaines, City Administrator stated if we do go this route, there will probably be a new division of the City.

Mayor Green asked about the design in the presentation. Mark Kittrell from River Place Development stated it is a conceptual level, and the new tenants may drive the need for additional parking; a banking and technology firm and a secure location for permit parking may be a need. Nick Hildebrandt from Emergent Architecture stated the site plan will blend historic with the River Place design elements. Mr. Kittrell answered questions with regards to the number of parking spots that may be needed, based on his management experience and the Downtown Parking Study. He also explained this proposal would include 6,000 square feet of 3-4 retail tenant spots, consistent with other downtown locations. Mr. Kittrell explained the site is being developed with a flat roof deck, to leave the option to repurpose the parking area if needed in the future.

With there being no further discussion on item three, the Mayor introduced the fourth item on the agenda Cash Management Report. Lisa Roeding, Controller/City Treasurer

gave a PowerPoint presentation. She reviewed the investments and rates of return, the operating cash reserves and information on capital expenditures. She stated the average rate of return for the investments was 1.89% down from FY2019 at 2.77%. She explained the three city policies for holding cash reserves, to meet current obligations, protect for emergency needs, and it is a component of our bond rating. She stated the City's position is to maintain cash reserve balance between 15% - 25% in the General Fund for cash flow and emergency purposes. Ms. Roeding stated this is the 30th year for the Vehicle Maintenance Program. She explained this schedule is made out a year in advance and may change if certain vehicles warrant replacement before others. She explained we will want to watch the property tax rollback and State backfill in the coming months and years. Ms. Roeding stated the Covid-19 pandemic will cause revenue shortfalls for us and other cities in Iowa and the nation and city staff will continue to monitor the effects locally to major revenue sources. She said staff is seeking a motion to approve the FY2021 Cash Management Report.

Mayor Green opened it up for discussion. Ms. Roeding stated there was no change in the property tax backfill in the current legislative session. She explained that the cash reserve rate could be reviewed during the goal setting in the fall. Mr. Gaines stated the cash reserves helped with the most recent bond rating upgrade. Jennifer Rodenbeck Director of Finance and Business Operations stated we have used some of the cash reserves for capital expenditures projects such as the Public Safety Building and it is planned for the City Hall remodeling. Frank Darrah motioned to approve the FY2021 Cash Management Report, seconded by Daryl Kruse. The motion carried unanimously.

There being no discussion, Mayor Green moved to the final item on the agenda, bills and payroll. Daryl Kruse moved to approve the bills and payroll as presented, and Mark Miller seconded the motion. The motion carried unanimously.

There being no further, Mayor Green adjourned the meeting at 6:56 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

June 22, 2020

The City Council held a special work session at City Hall via teleconference at 5:00 p.m. on June 22, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, Dave Sires, and Nick Taiber. Staff members attended from all City Departments. Amie Rivers from the *Waterloo Courier* attended, as well as members of the community.

Mayor Green introduced the first item on the agenda, Response to Resistance (Use of Force) Presentation. Mayor Green said on June 8th he sent a request to Public Safety Director Jeff Olson on the Public Safety Departments policies on the use of force. Mr. Olson reviewed department policy with regards to use of force. He said they use what is reasonably necessary in response to resistance. He reviewed a study which states, the need for good policies in place towards de-escalation and use of force, which includes good training; whether at the academy or while on staff with annual training sessions. He stated the City of Cedar Falls requires 60 credit hours or a bachelor degree for hiring and this too has an effect on the use of force and ability to deescalate situations. He stated the Police manual is +300 pages long which include rules and regulations about responding to various calls. He said officers are required to submit a report when they use force on a call for service. Mr. Olson also stated other officers are to report when they see a violation to a policy. He explained officers are trained to deescalate the situation prior to use of force; using the minimal amount of force while appropriate towards the offender and understanding why the person may be defiant. Mr. Olson stated it is an ongoing process to review the Police manual and policies. Marty Beckner, Public Safety Supervisor – Lt. stated officers are trained to use other techniques, rather than a choke hold. He stated the State has banned the use of choke holds, with two exceptions. Mr. Olson stated there are few complaints submitted to the department due to the use of technology such as body cameras and Tasers. He said the body camera footage has helped clear officers in cases.

Mayor Green opened it up to item two on the agenda, Use of Force discussion and consensus building by City Council. Discussion took place over dealing with complaints, tracking trends to mitigate, bias testing, and annual reviews of officers. Mr. Beckner stated officers do have bias testing during their initial hiring process and have been looking for new additional options if it proves cost effective. Mr. Olson stated the officers understand they must report on others who might violate a policy and understand this is the environment they work in; officers are able to react to the complaints reported so they feel comfortable reporting the violations. Mr. Olson stated they work with the Human Rights Commission as part of a county wide team. Mayor Green stated this presentation did review the eight items he requested to be covered.

There being no further discussion, Mayor Green adjourned the meeting at 6:24 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 319-273-8600
 FAX 319-268-5126

MEMORANDUM
 Office of the Mayor

Robert M. Green

FROM: Mayor Robert M. Green
TO: City Council
DATE: June 30, 2020
SUBJECT: Departmental Monthly Reports Submission – May 2020
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), I have reviewed the activities of the City's departments for the month of May and am providing them as enclosure (1).
2. May 2020 saw City Staff continuing to locally adapt to the national challenges posed by COVID-19 and civil unrest. We can all be very proud of the staff's creativity and extra effort. Of special note for May:
 - a. I wish to draw your attention to the excellent initiative and response of Denny Bowman and his team at Channel 15 to capture a memorable graduation exercise for Cedar Falls High School;
 - b. Department of Public Safety carried out 70+ interactions with our youngest residents through their 'Birthday Drive-By' initiative, providing positive memories for children with public safety personnel;
 - c. May 30th saw our first racial justice protest stemming from the George Floyd killing earlier that week; I commend the Public Safety Department and particularly Director Olson and Acting Chief Berte in ensuring a safe, meaningful, and respectful engagement with 100+ protesters at the Public Safety Building, with question-and-answer lasting from 10:30pm to 1am.
3. Please contact the City Administrator, Ron Gaines, or me with any questions about this report.

#

Encl: (1) City of Cedar Falls Departmental Monthly Reports, May 2020

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



May 2020

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FINANCIAL SERVICES May 2020

Financial Reports

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

Cash Management

Property tax related revenues received to date in FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund were also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$92,433,500 invested in CD's and \$10,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	3	\$12,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$468,668.52

FY20 Budget

It was determined that an amendment was necessary to the FY20 budget. The public hearing was held on May 4th. The FY2020 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management by the May 31st deadline.

Inventory

The inventory is being submitted by each of the departments this year. However, on-site checks are not being performed except at the new Public Safety Building.

FY21 Financial Reports

Work began on the FY21 Cash Management Report. It will be presented to Council in June.

Cedar Falls Health Trust Fund Board

The Cedar Falls Health Trust Fund Board met in May to review projected interest income and the amount available for distribution in FY22. The Board will meet again in July to finalize the amount of FY22 funding available.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For May, 23 payroll checks and 610 direct deposits were processed.
5. Continue to monitoring new payroll coding to administer the Families First Coronavirus Response Act, April 1, - December 31, 2020.
6. Capital asset additions were monitored during the month.
7. Accounts receivable were processed and 115 invoices were mailed out to customers.
8. 1,170 transactions for accounts payable were processed and approved by the City Council for payment and 426 checks were mailed out to vendors.
9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
10. Continued to provide bookkeeping support to Sturgis Falls.

Benefits & Compensation Activities

1. Final FY21 health renewal information and related documents were received and signed and returned. The City switched to Delta Dental for dental insurance coverage and initial paperwork was completed for that. Health and Dental open enrollment materials were distributed to all full-time employees, retirees, and COBRA participants. Employee changes to their health plans are due back to the finance department by June 19, 2020. Dental materials are to be returned by June 22, 2020.

2. HRA rates were researched and updated for fiscal year 2021.
3. Staff continued to track employees who identify as high risk related to COVID-19, those who need accommodations related to childcare, those that are sick and required to be off work, and out of state travel. Also tracked is how much of the FFCRA time was used during each pay period.
4. Staff continued to provide updates to employees benefit related topics that have been affected by recent legislation and City policy changes during the pandemic as information and City policy has been constantly changing.
5. Memos were distributed to employees regarding reopening of buildings and staff returning to work, documentation required to use paid leave or FMLA related to COVID-19 or to continue working from home, and updates to travel restrictions.
6. A memo was also distributed explaining an updated temporary City policy related to vacation carryover. Employees can carryover one additional week of vacation in addition to any carryover allowed under current City policy. Additional week must be approved by supervisors. This additional week must be used by their next anniversary date or June 1, 2021, whichever is earlier. If an employee used vacation time to self-isolate due to travel, they were able to convert that time to sick leave retroactively. In addition, employees that lost vacation during COVID-19 were able to request to carryover the time lost.
7. The Wellness Committee decided to suspend wellness challenges and activities through the end of the fiscal year. Cumulative prizes may still be distributed in June. It was also decided that the Wellness Committee would not be using Wellmark's platform for their Wellness Challenges going forward. The committee will continue to do research regarding other potential platforms including the possibility of using an app that has already been developed for the rec center.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Assistant, Administrative Supervisor, Arborist, Assistant Equipment Mechanic, Assistant Public Safety Director/Police Chief, Engineering Technician II, Planner II & III, Public Safety Officers, and Visitors & Tourism Sales and Marketing Coordinator; PT positions: Administrative Assistant, Community Service Officer, Laborer, Librarian, Library Assistant, Office Assistant (Police Records), seasonal, special purpose, and intern positions for the Community Development and Public Works departments.
2. Preparations and follow-up took place for the May 13 and June 10 Commission meetings delivered via Zoom.
3. Staff continued to track the status of an H-1B visa application filed with the USCIS in March 2020.

4. The drug screen authorization form used with seasonal/special purpose employees was updated to reflect MercyOne clinic information and other updates.

Miscellaneous Personnel Activities

1. Performance evaluations continued to be received for review and processing.
2. Staff completed online IT training.

Finance and Business Operations Information Systems Division Monthly Report May 2020

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Installed camera app on PSO's mobile devices
 - Installed Windows 10 on Cable TV PC
 - Installed printer drivers on four finance employee's that were relocated downstairs for social distancing
 - Installed Avigilon on PDREPORT1
 - Installed AutoCAD on Engineering Tech PC
 - Installed Windows Updates, Chrome, Adobe Reader, Java, printer drivers, LAMA, Sophos on Stormwater Tech laptop
 - Installed Windows Updates, Chrome, FireFox, Adobe Creative Cloud, Java, printer drivers, and Sophos on Graphic Artist PC
 - Traffic light controller software was installed on the Traffic Supervisor's laptop.
 - QuickBooks was transferred from an infected Windows 7 server to a clean Windows 10 server.
 - The CFWIN764 was upgraded from Windows 7 to Windows 10.
 - Windows updates were installed on both of our Domain Controllers.
 - All Public Safety body cameras were upgraded to firmware version 3.4.6 for stability reasons.
 - Updated SSL certificate on GIS web server
 - Installed web adaptor for GIS portal on web server

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 16GB thumb drives (10) and laptop battery charger for Stephanie: Amazon (\$85.97)
 - Web Server IIS Mastery Course for Cory: Udemy (\$12.83)
 - Wired ear buds (x25) with built-in mics for Council: Amazon (\$239.75)
- Equipment Installations included:
 - A new MDC was loaded for PD Car 20.
 - 2 monitors were replaced for the Building Maintenance Supervisor.
 - A network cable and switch were put in between the Falls switch room and their chemical room.
 - A PC and 2 monitors were hooked up in the Planning window for meetings during COVID-19.

- Storage was increase from 40 GB to 80 GB on our SOPHOS antivirus server to allow for more virus definition space.
- The traffic camera at 18th and Main was moved to the opposite corner of the intersection to capture eastbound traffic.
- A redundant phone system NAS was installed at Public Works.

Project and Assistance Activities

- Security Awareness Training Program:
 - Monitored Security Awareness Training user completion, 80% of users had completed the training as of the end of this month.
 - Scheduled multiple phishing campaigns for the fall
 - Investigated Family oriented work at home options
 - Investigated PCI Compliance training options
- Document Management System Replacement
 - Sent the RFP out to vendors and published on the website
 - Met with vendors to discuss migration information needed to prepare for their RFP
 - Prepare a scoring matrix to present to the team.
- **Graphic design projects for the month included:**
 - **Hearst Center:** exhibition mailer, summer brochure, vinyl, PVC panels, Movies Under the Moon graphic
 - **Tourism:** group itineraries, trails map poster
 - **Other:** website and social media maintenance/graphics, business cards, misc. printing and trimming, TV slides, Currents x 2, Covid-19 communication support
- **Assistance Activities:**
 - Assisted with getting College Hill, Downtown and Falls aquatic center camera viewing capabilities on cell phones.
 - The GIS coordinator was assisted with acquiring a GoDaddy license certificate for the end user GIS page.
 - Dell/AVAMAR assisted us with getting a virtual server created for automated service requests pertaining to our new backup system.
 - College hill cameras were adjusted based on Police recommendations, before bars were reopened after COVID-19.
 - A Cable TV editing PC was backed up to our FOG system before upgrading it from Windows 7 to Windows 10.
 - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received
 - We continue to provide support for the City's FTP server, adding folders and managing security as necessary
 - Files and folders were restored from backup as requested by users.

- We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested.

Problem Resolution Activities

- Fast Entry evidence software on a Police desktop PC was repaired due to a corrupt log file.
- A Windows Update issue was resolved on a Planning PC, which was causing the system to not boot.
- The Water Rec gate was updated due to time issues with the auto activation period

Equipment Repairs

- A tunnel was reestablished between the Beach House and City Hall in order to activate door cards when requested.
- The Public Safety cameras NVR needed some warranty work due to a processor cooling issue. The system board, processor and CPU fan were replaced because the system would shut down at random.

Channel 15 Programming Activities

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings using Zoom
- One Committee of the Whole meeting using Zoom
- Two Planning & Zoning meeting using Zoom
- One Cedar Falls School Board meeting

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
Updated & added Community Calendar events to the Channel 15 Announcements

Regular production included:

- Recorded 3 Black Hawk County Coronavirus updates and all aired on

Channel 15.

- May 4
- May 7
- May 11
- Recorded CF Graduation ceremony, virtually, over the course of four days, while abiding by all social distancing recommendations.
- Recorded Cedar Falls Honors Convocation virtually and edited with graphics in post-production to create edited awards ceremony.
- Aired 4 Panther Sports Talk summer shows
- Updated 3 promos for Sturgis Falls Run 2020
- Updated 6 promos for Movies Under the Moon
- Recorded and aired live the Cedar Falls High School Senior Cruise, which cruised past Overman Park. This was recorded for City News and aired live on Channel 15. The cruise featured many Class of 2020 seniors in the cars, cruising down 2nd Street and State Street.
- Aired edited Cedar Falls Commencement Ceremony live on Channel 15 and YouTube on the normal graduation ceremony time.
- Aired Cedar Valley Tourism Awards on Channel 15
- Aired Mayor's Top Teen Awards Ceremony on Channel 15.
- Recorded the Police Chief Candidate interviews for a Public Meet and Greet. The videos of the three finalists were shared on social media and aired on Channel 15.

City News - Continued weekly news format program "Cedar Falls City News" including the following stories:

- Downtown Streetscape
- Hearst Center Online Exhibit for CF Schools student art
- Veterans Park commemorative brick sales
- Construction Update: 1st Street, 3rd Street, 12th Street, West 27th Street, Clearview Drive
- Downtown Streetscape
- Trails grants
- CF Graduation Behind the Scenes
- City Hall re-opens after COVID-19 closure
- Summer events canceled; College Hill Arts Festival, Sturgis Falls Celebration, Cedar Basin Jazz Festival
- Public Works starts own city tree nursery to replace trees
- Peter Melendy Park construction update
- Big Woods Lake prairie burn

Community Programming

- Cable TV staff worked with staff from Cedar Falls Community Schools to plan and carry out a virtual Cedar Falls Commencement ceremony. This event was recorded over the course of four days, to ensure social distancing amongst graduates and their families. The Cable TV staff recorded 90 hours of video footage for the 90 minute edited ceremony. Cable TV

staff also produced the annual Honors Convocation virtually as well, and edited this event in post-production, with pictures of award winners. The final products debuted on Channel 15 on the planned day for Cedar Falls Commencement 2020.

- Cable TV worked with the mayor and Public Safety Director to produce a virtual community Meet and Greet for the three finalists for the Police Chief position. This Meet and Greet aired multiple times on Channel 15 and was also available on social media.

Geographical Information Systems (GIS)

- Projects:
 - Completed review of new 2020 aerial imagery and sent correction data back to vendor.
 - Uploaded and cached the preliminary 2020 aerial imagery for use in all web mapping applications
 - Worked with PW staff and AVL vendor to update route completion function for garbage and snow plow routes
 - Reviewed tech review packets for all plats and site plans
 - Worked with admin staff to finalize a police chief candidate form
- Web & Database:
 - Updated water layers from new CFU data in to GIS
 - Developed new dashboards for rentals and building permits
 - Updated prelim flood hazard data for Univ. branch of dry run creek
 - Updated cached images for all basemap web applications
 - Updated all web applications with new 2020 aerial imagery
 - Updated Fire Dept site to allow staff to query hydrant numbers
 - Updated cemetery information from CIMS into GIS
 - Updated rental information from Firehouse into GIS
 - Updated building permits from LAMA into GIS
 - Updated calls for service from Shieldware into GIS
- Data Requests:
 - Sanitary data to Terracon for a project at 1st/Iowa
 - Storm data to Clearwell Engineering
 - Aerial imagery for W 27th to Foth for upcoming projects near UNI Dome
 - Storm sewer data to citizen in royal oaks neighborhood
 - Greenhill Rd ext project pavement data for Engineering
- Maps:
 - Provided a map of Hwy 58/Viking area for a traffic study to Engineering
 - Provided maps for emergency response to Fire Dept
 - Provided maps for patrol areas to Police Dept
 - Provided a map of streets for multiple citizen requests
 - Provided a map of yard waste routes to Public Works
 - Provided a poster for Covid-19 kiosk for city buildings
 - Provided a map of downtown parking to admin

- Provided a map of zoning districts to Mayor Green
- New addresses issued:
 - UNI cell tower clarifications
 - Prairie Life Storage – 6100 Production Dr

Training and Staff Activities

- GIS Analyst Began online Microsoft IIS training
- Met with Planning Staff to train them on Service Requests from the website and mobile app.
- Met with the Davenport Group to discuss how to modify CF1stop with “before you begin” instructions for permits and trade licenses.
- Attended an OpenGov demo for CIP software
- Met with Davenport Group to discuss needed changes with CF1stop
- Attended the monthly NAGW (National Association of Government Web Professionals) educational webinar
- Helped with the Virtual Visitor’s & Tourism Awards Presentation.
- Attended WordPress training for the new Economic Development Website

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
May 2020**

REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:

1. **Traffic Court:**

City Cases Filed: 73 (this number includes both City and State tickets)

Cases Set: 4 (Traffic) 1 (Code Enforcement)

Trials Held: 0 (Traffic) 0 (Code Enforcement)

2. **Code Enforcement:** Attention to continuance of arraignments and trials due to COVID-1 and emails with Greg Rekward re: same.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Consultation on various labor issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City

6. **CONTRACTS/AGREEMENTS:**

- a) Review & Advise—Humane Society Contract
- b) Review & Advise—Wetland Maintenance Agreement, Prairie West 2nd Addition
- c) Review & Advise—Carlson Dettman Consulting Agreement

- d) Review & Advise—Amendment to Master Plan, Arbors 4th, 5th, 6th Additions
- e) Review & Advise—Perkins & Will Resiliency Consulting Agreement
- f) Draft Land Maintenance Agreement
- g) Revise Sculptor Agreement
- h) Review and Advise—INRCOG CDBG contract amendment

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor
- b) Advise on City Council meeting procedural issues
- c) Research & Advise on Mayor Pro Tem issue

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on and respond to Public Records requests
- d) Continued attention to Rural Water issue
- e) Advise on Code Enforcement issues
- f) Work on sign ordinance amendments
- g) Advise on various COVID-19 issues
- h) Small Cell Ordinance work
- i) Attention to R-O-W vacation request—Prairie Parkway
- j) Advise on Public Event Permit/Mobile Merchant issue

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/Property/Liability Claims:**

- a) Risk Management Committee met May 6 and 20, 2020. Workers' Compensation injuries, modified duty, non-FMLA leave, liability claims, damage to City property, and policies were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411 (2 – 411 disability retirement applications completed for processing), liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Public Entity Insurance renewal – finalize documentation and completion of additional applications with underwriting, based on renewal submission.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.

- b) Work with departments and legal counsel on various personnel issues; complete discovery and prepare exhibits for hearing.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Review of personnel policies.
- f) Advise personnel on COVID-19 matters.
- g) Review and process unemployment claims; to include disaster relief COVID-19 claims.

12. **Human Rights Commission (HRC):**

- a) Commission Retreat was held May 11, 2020.
- b) Provided staff support to Committees and Commission.
- c) Process complaints and provide support to citizen's jurisdictional questions.
- d) Continued work and review of Cedar Valley issues and achievements in the areas of Diversity, Inclusion, Implicit Bias, and attend Economic Inclusion Summit meetings.
- e) Commissioner Lisa Thomas appointed to CFHRC effective May 4, 2020.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
MAY 2020**

Public Records Activity

To reduce the spread of COVID-19, all public meetings were conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency.

Staff prepared agendas, minutes and electronic packets for two Regular City Council meetings, one Council Committee of the Whole meeting, two Planning & Zoning Commission meetings and one Technical Review meeting.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted twenty-three (23) resolutions during the month; staff drafted fourteen (14) of these resolutions.

City facilities began to reopen to the public on May 18, 2020. Until that time, City Hall was closed to the public and staff continued to provide services to the public by phone, email and internet. Staff in City Hall were spread out and relocated to unused portions of City Hall to reduce exposure among employees.

Processed and issued the following:

- 4 Business Licenses
- 57 Pet licenses
- 11 Annual "Paw Park" permits
- 3 Public Event permits
- 0 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 13 Monthly Lot
- 0 Monthly Construction
- 6 Daily/Guest
- 0 Annual Dumpster

Processed (5) liquor licenses, (0) wine and (2) beer permits.

Processed (20) cigarette/tobacco/nicotine/vapor permits.

Recorded/filed (1) document with the County Auditor.

Satisfied (4) requests for public records and responded to (2) requests/concerns received thru the City's on-line Service Request feature.

All staff completed Security Awareness Training in an effort to protect the City from cyber criminals.

Participated in the interview process of candidates interested in the position of Administrative Assistant.

Presented annual employee performance evaluations to public records staff.

The unemployment rates for the month of April 2020 were 11.2% for the Waterloo-Cedar Falls Metropolitan Area, 10.2% in Iowa, and 14.4% in the U.S.

Document Imaging completed

55 – Employee performance evaluations.

1 – Health Trust Board files.

54 – Miscellaneous boards, commissions & committees meeting materials.

49 – City Council Resolutions (#21,920-#21,968).

3 – Ordinances (#2960-#2962).

7 – City Connections publications.

1 – Currents newsletter-Spring 2020.

32 – Engineering project files.

Miscellaneous employee documents/personnel files.

Departmental monthly reports for April, 2020.

Parking Activity

Enforcement

253 – Parking citations issued.

\$ 9,290.56 – Citations paid.

Collection Efforts

\$ 618.00 – Collections from delinquent parking accounts.

\$ 0.00 – Vehicle immobilizations (0 vehicles).

Continued parking discussions with Community Main Street via electronic meetings.

Relaxed parking enforcement continued thru the month due to the pandemic. Non-enforcement of timed areas continued, except loading zones and 15-minute drop-off and pick-up spaces. Enforcement of ADA, fire lane and other restricted parking continues to be enforced to accommodate emergency vehicles and public services in those areas. Parking enforcement staff continued to incorporate patrolling of public parks and playgrounds to discourage group gatherings and playing on playground equipment.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
MAY 2020**

Library Activity

Usage Statistics	March 2020	April 2020	April 2019
Customer Count	9,672	0	17,531
Circulation	30,416	8,228	38,333
Ebooks and streamed videos	5,405	6,730	4,226
Downloaded music	1,424	1,256	1,621
Reference Service	1,141	163	2,110
Items Added	718	593	1138
Event Attendance	4,914*	3,398*	2,785
Computer & Wi-Fi Usage	1,591	1,591	3,294

*Note: Virtual events via Facebook Live and Zoom.

Special events in May included the following:

- Virtual youth book clubs for 3rd-4th graders, 5th-6th graders via Zoom
- Curbside pickup of holds, beginning May 20

Special events were funded by the Friends of the Cedar Falls Public Library.

The Community Center was closed to the public during the month of May in accordance with the Governor's proclamation.

City of Cedar Falls
 Community Development
 Inspection Services Division
 Monthly Report for:

May-20

Total for Month \$8,542,765.00
 Total for Fiscal Year \$67,250,922.00
 Total Same Month - LAST YEAR \$7,383,631.00
 Total for Fiscal Year - LAST YEAR \$92,454,149.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	7	0	\$1,722,254.00	\$13,656.65	84	0	\$22,358,259.00	\$169,842.65
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	95	0	\$1,024,546.00	\$15,784.75	737	0	\$8,860,941.00	\$143,964.50
Res Garages	14	0	\$125,895.00	\$2,322.25	54	0	\$725,076.00	\$13,007.75
Commercial/Industrial New Construction	2	0	\$1,797,678.00	\$10,923.20	13	0	\$20,179,130.00	\$146,488.94
Commercial/Industrial Additions and Alterations	6	0	\$3,662,592.00	\$20,810.75	91	0	\$10,975,771.00	\$84,026.83
Commercial/Industrial Garages					1	0	\$31,525.00	\$499.75
Churches					4	0	\$90,500.00	\$1,306.96
Institutional, Schools, Public, and Utility	1	0	\$209,800.00	\$0.00	6	0	\$339,720.00	\$487.60
Agricultural/Vacant								
Plan Review	8	0	\$0.00	\$20,325.00	86	0	\$0.00	\$45,005.94
Total	133	0	\$8,542,765.00	\$83,822.60	1089	0	\$67,250,922.00	\$614,359.17

City of Cedar Falls
 Community Development
 Inspection Services Division
 Monthly Report for:

May-20

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	45	0	\$0.00	\$4,607.60	595	0	\$0.00	\$60,647.40
Mechanical	61	0	\$0.00	\$6,120.00	806	0	\$0.00	\$71,520.00
Plumbing	51	0	\$0.00	\$4,886.50	680	0	\$0.00	\$63,722.50
Refrigeration					8	0	\$0.00	\$1,170.00
Total	157			\$15,614.10	2089			\$197,059.90

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	6	0	\$0.00	\$750.00
Mechanical					3	0	\$0.00	\$450.00
Plumbing					2	0	\$0.00	\$300.00
Refrigeration								
Total	1			\$150.00	11			\$1,500.00
Building Totals	133	0	\$8,542,765.00	\$83,822.60	1089	0	\$67,250,922.00	\$614,359.17
Grand Total	291	0	\$8,542,765.00	\$99,586.70	3189	0	\$67,250,922.00	\$812,919.07

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
May 2020**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on May 13, 2020 and May 27, 2020.

Applicant	Project	Recommendation	Action Taken
Midwest Development Co.	Preliminary Plat for Arbors Fourth, Fifth, and Sixth Additions (PP20-002)	May 13, 2020 Recommend Approval	Approved
Echo Development/Brent Dahlstrom	Rezoning from R-1 and A-1 to RP Planned Residential for future West Fork Development (177 acres east of Union Rd and north of W. 27 th Street (RZ20-001)	May 13, 2020 Discussion and set public hearing	Set public hearing for May 27, 2020
Echo Development/Brent Dahlstrom	Rezoning from R-1 and A-1 to RP Planned Residential for future West Fork Development (177 acres east of Union Rd and north of W. 27 th Street (RZ20-001)	May 27, 2020 Recommend Approval	Approved

Group Rental Committee – A meeting was held on May 28, 2020

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1416 Clay Street	1	Josh Lupkes	3	3	05/28/2020	

Board of Rental Housing Appeals – A meeting was held on May 26, 2020.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
624 W 22 nd Street	1	Danny Moulds	4	4		05/26/2020
1510 W 2 nd Street	1	Brad Howard	4	4		05/26/2020
1514 Tremont Street	1	Andrew Schoof	4	4		05/26/2020
721 W 29 th Street	1	Jeffrey Redenius	4	2		05/26/2020

Board of Adjustment – No meeting in May

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	No meeting	This meeting was cancelled due to COVID-19. Various online messaging and posters distributed regarding bike safety during

Bike Month.		
College Hill Partnership	No meeting	No board meeting was held in May, since April meeting occurred at the end of the month. Partnership coordinated with businesses regarding marketing efforts for gradual re-opening via virtual zoom meetings during the month of May.
Historic Preservation Commission	No meeting	This meeting was cancelled due to COVID-19
Housing Commission	5/19/20	Housing Commission discussed and voted to approve amendments to the CDBG Citizen Participation Plan, Consolidated Plan, and Annual Action Plans for FY19 and FY20 related to use of the CARES ACT funding
Community Main Street Design Committee	5/15/20	A virtual zoom meeting was conducted because of Covid-19. Committee provided update on the new flier to promote façade grant program. Committee noted that the streetscape project is shaping up great and merchants have also provided positive feedback on the project. Committee decided that they will be doing the spring clean-up through signup sheets to avoid large numbers of people together. Committee also provided their feedbacks over flower pots in downtown and writing application for putting up planters in downtown according to the streetscape plan. City staff will be providing update on the sizes of possible planters to the committee. Committee will also be discussing some ordinance change possibility for putting up dining areas of restaurants on sidewalks and its fences in the upcoming meeting because of maintaining social distancing measure.
Parking Committee - Downtown	N/A	This meeting was cancelled due to COVID-19
Parking Committee – College Hill	N/A	This meeting was cancelled due to COVID-19

PLANNING SERVICES:

- 355 walk in and query and staff responses with information/assistance.
- 152 land use permits were issued.

Number of Rental Inquiries: 24

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.
- Land Use Permit for various projects
- Detached Accessory structure
- Code Enforcement Complaints
- Subdivision
- Zoning verification letter
- Appropriate signage
- Flood plain
- Historic Preservation Commission potential project
- Lien Release
- Swimming Pool

OTHER PROJECTS FOR MAY INCLUDED:

- Bike/Ped Plan update project is ongoing and planning staff is coordinating with Engineering to complete the field review. The timeline on this project has been pushed back due to reduced staff resources and other priorities during pandemic.
- Staff working on a code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones.
- Staff working with Nagle Signs to implement the city wide wayfinding signage project. Signs to be installed in June and July. Working with IDOT to ensure signage meets state requirements for the wayfinding signs to be installed on 1st Street.
- Assisting the Engineering Division with the planning for the Center Street Streetscaping Project. Some portions of this project will be delayed due to funding shortages related to COVID-19
- Ongoing project management for the Cedar River Recreation Project. Permitting is ongoing. This project will be delayed due to funding shortages related to COVID-19

ECONOMIC DEVELOPMENT:

- Talked with several businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Consultant completed work on new economic development website, which has now gone live (www.SelectCedarFallsIA.com).
- City Council approved the first and second readings of the rezoning of land recently annexed into the City of Cedar Falls for the continued development of the industrial park.

- City Council approved a Future Land Use Map Amendment for the land recently annexed into the City of Cedar Falls for the continued development of the industrial park.
- City Council passed an ordinance amending the ward and precinct boundaries as it relates to land recently annexed into the City of Cedar Falls.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.
- Listened to several webinars by the International Economic Development Council (IEDC) regarding COVID-19 as it relates to economic development.
- Processed property tax rebate requests from businesses in Cedar Falls.

CDBG

- Several projects are in progress, including assistance to local service agencies, a sidewalk infill project located in a low/moderate income area. Additional federal funds have been received to assist with COVID-related needs in the community. Working with HUD and INRCOG on updating our Consolidated Plan and Annual Action Plans to allow additional funding for service agencies and emergency home repairs for those impacted by the pandemic.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	62	HAP Payments	\$105,082.73
New Applications Taken	0	Utility Payments	\$ 1,595
Units under Contract	219	Admin Fees Earned	\$ 12,330
Initial Vouchers Issued	2	Total Vouchers Available	326
Mover Vouchers Issued	3	Lease Up Goal	230
New Admissions	2		

Citizen Contacts/Appointments: A total of 0 appointments were held and multiple citizen/client contacts were addressed. Annual and interim exams were processed by mail, email and over the phone.

HQS Inspections: 0 Inspections were completed

End of Participation: 5 clients ended participation.

Hearings: 0 hearings were conducted.

Other: 221 names have been taken off of the Waiting List in 2020, a combination of the purge process, ineligible background checks and issuing vouchers.

Ongoing Projects:

- Updating the waiting list for the Housing Choice Voucher Program.
- Updating Admin plan and researching to update current software.

ADD A DOLLAR REPORT

There were 2 applications reviewed for utility assistance. A total of \$303.5 was provided, for an average of \$151.75 per household. There was a balance of \$12,449.03 as of May 31, 2020.

**RECREATION DIVISION
Monthly Report
May 2020**

Life as we knew it has for sure changed in more ways than any of us thought possible since March.

The governor allowed Fitness Centers to open at 50% capacity the week of May 8th. It took us a few days to get staff scheduled and to clean machines since staff stopped cleaning the first part of April. We were able to open to the public May 18 at Noon with the maximum capacity at 40 patrons at any one time for members only. We then have operated under our normal summer hours since that time. Thus far, we have had a high usage number at one time of 23 patrons. Usage the first week during weekdays was 50-60 patrons per day with 75-95 the following week.

Since masks are currently required in all public areas of City building that same requirement was in place here as well. Patrons have expressed the desire that we make mask optional for them. Once this can be an option then we can get some fitness classes started and I feel more patrons will return to our facility. To help with the social distancing issues we have roughly 1/3 of the machines labeled "Do not use" but this was done so patrons would always have a machine to do a lat pull down, opening a machine in one area while closing the same type of machine in another area. The Recreation Center is not currently offering fitness classes, basketballs but patron can bring in their own and 50% of the baskets are up thus restricting any full court games.

Staff at the Rec and Falls has continued to get the facility ready to open expecting the governor to allow this to happen sometime in mid-June with a 50% capacity. To begin with, admission will be limited to 600 patrons inside at any one time to comply with the 50% capacity issue. Once that cap is reached others will have to wait for patrons to leave before being allowed to enter. Staff has provided numerous suggestions on how the requirements can be handled to City Hall for their review. Suggestions include things like:

- No lounge chairs due to disinfecting issues but patrons can bring in their own bag chairs to be used only on the deck,
- No concession stand open due to social distancing but we have plans to have two drink vending machines brought in,
- No floating item for kids to climb on and not BB allowed due to social distancing,
- Patrons waiting to use side diving boards and to enter will find markings to help with social distancing issues.
- Staff considered 3 options to enter the facility:
 - Sell only season swim passes with no daily pay allowed
 - Only allow daily pay and to NOT sell swim passes at all due to all the unknowns
 - To do a combination of the two

It was determined to only sell season swim passes so now we are working on details for how to accomplish this.

Camps and swim lessons will NOT be offered this summer due to social distancing, disinfecting, and group size limitations all following the governor's mandates that had been in place. Some other summer programs we are starting later than normal (like June 22) or have been cancelled. Fees are being adjusted/pro-rated to reflect a shorter program or season like swim passes and adult softball.

At both the Rec Center and the Falls we would expect to start with a phase 1, and after a few weeks to possible go to a phase 2 and 3 once we know exactly how the first phase is going and how the public is accepting the first phase of the new normal.

I would like to complement our entire Recreation Division staff for all the work they have done. It is far easier to just cancel everything we would normally offer this spring or summer due to Covid-19. Instead staff has been constantly working on all to possible "what ifs" which in a lot of cases have been updated 4-8 times as things seem to change each week. Staff believes it is our job to make as many things and activities available to the public as possible as long as we can find ways to follow all the different mandates that are in place. Instead of saying "it cannot be done" which is far easier, staff has constantly attempted to find ways to make things happen. I could not be more proud of our entire staff.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation and Community Center Usage For May 2020 The year of COVID-19
The facility was closed until noon on May 18th.

Members using the Facility	736	Ballroom Dance	0
Non-Members using the Facility	0	Personal Trainer	2
Child Care	0	Meeting/Tour/Rental	0
General Fitness Classes	0	Birthday Party Bonanza	0
Circuit Weight Training	0	Indoor Park	0
Cardio Cycling	0	Massages	12
Yoga/Pilates/Barre	0	Racquetball/Wallyball Hours	0
REC XFIT	0	Racquetball League	0
Zumba	0	Pickleball	0
		Steam Room	0
		TOTAL	760

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	0	12 th Grade & Under	0
Adult	4	Adult	0
Adult-4-month	0	Senior Citizen	1
Youth-4-month	0	Child Care	0
Senior-4-month	0	Racquetball	0
Senior Citizen	0		
Family Pass	0		
Corporate Family	0		
Corporate Individual	0		
Adult Summer Membership	2		
Credit Card Usage			
Rec Center-Program Refunds	\$221,807.00		
Leisure Link	\$4,522.00		

Daily Fees

Admission	\$0.00	Racquetball	\$0.00
Child Care	\$0.00	Sponsor Payment	\$0.00
Concessions	\$48.66		

Swimming Pool Passes (Summer)

Family	0
Individual Adult	0
Youth/Senior	0
Lap Swim	0
Child Care Provider	0

Youth Programs

Introduction to Soccer		Swim Club	0
4 & 5 Year Olds	0	SCUBA	0
K & 1 Grades	0	Lifeguarding	0
Wrecking Crew		Learn to Swim	0
Softball	0	Pre-School Lessons	0
Baseball	0	Pool Parties	0

Adult Programs

Spring Volleyball Leagues	0	Adult Softball Leagues	0
Pickleball	0		

Recreational & Lap Swim

0

Rentals

Pool Parties	0	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	0
Gateway Celebration Shelter	0		

CEDAR FALLS RECREATION DIVISION
May-20

ADULT EXERCISE

Circuit Weight Training	
T & Th 4:30 pm	0
Total Circuit Weight Training	0
Rock On Monthly	
M,W,F 5:40am	0
Total Rock On	0
TOTAL ADULT EXERCISE	0

YOUTH SPORTS

KARATE	
4:15 PM	0
5:00 PM	0
TOTAL KARATE	0

YOUTH SHORTSTOPS COACH PITCH

1st & 2nd Grade Boys	
Aldrich	0
Cedar Heights	0
Hansen	0
Lincoln	0
North Cedar	0
Orchard Hill	0
Southdale	0
St. Pats	0
TOTAL BOYS COACH PITCH	0

1st & 2nd Grade Girls	
Aldrich	0
Cedar Heights	0
Hansen	0
Lincoln	0
North Cedar	0
Orchard Hill	0
Southdale	0
St. Pats	0
TOTAL GIRLS COACH PITCH	0

YOUTH SPORTS	0
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CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
May 2020



Meetings, Conferences and Business Travel Marketing

- Met with Iowa Society of Association Executives to discuss meetings market during and post COVID-19 and to deepen relationships with other members. X1
- Sponsorship of Meeting Professional International Heartland Annual Meeting, cancelled due to COVID.
- Researched corporate meeting planner gift bag ideas and COVID-sensitive messaging.

Events that Occurred

Date	Event	Attendance
May 26	State Council of the League of Women Voters Welcome bags	unknown cancelled-COVID-19



Sports Related Marketing

- Met with Cedar Valley Sports Commission executive committee.
- Attended Cedar Valley Sports Commission board meeting.

Events that Occurred

Date	Event	Attendance
May 2	TriByKnight, Waverly CVSC grant	300 anticipated cancelled-COVID-19
May 3	Playmaker 7-on-7 Football Spring Warm-up CVSC grant	550 anticipated cancelled-COVID-19
May 23-25	Go for Broke Barrel Racing CFTVB promotion	400 anticipated cancelled-COVID-19
May 23-25	Iowa Soccer Championship Series CVSC assistance, CFTVB promotion	3,000 anticipated cancelled-COVID-19






CVSC - Cedar Valley Sports Commission, CFTVB - Cedar Falls Tourism and Visitors Bureau



Leisure Travel Marketing

- Met with Spinutech to improve several specific areas of the website.
- Led Iowa Destination Marketing Alliance Post COVID Marketing task force to put a statewide digital marketing campaign together. RAGBRAI is matching our funding 2:1 for a total of \$160,000+. The campaign will run in major markets surrounding Iowa from July to September. Our investment is \$2,500.
- Exploring improved on-line calendar of events vendor.
- Met with American Discovery Trail to gather details for signage at northernmost point and explore collaborative marketing opportunities.
- Maintained trails events registration, social media and website.
- Monitored, shared and created posts on Facebook and Instagram.
- Managed CV365 Calendar of Events, releasing 122 events.
- Opened the Behrens Rapp Station for the season and coordinated volunteers.
- Travel Iowa leads are inching back up to 757 for the month.
- Web site usage is increasing as well, doubling from last month to 4,951 unique users, although we are still far behind last year's 8,000.
- Whimsical Twist painted front windows to the Visitor Center with inspirational, positive messaging.
- Published Weekender Newsletter and blog posts about a downtown historical architecture tour/hunt, benefits of birding and Cedar Falls Trails day.

Date	Event	Attendance
May 6	North Cedar Ribbon Cutting for Trail and Attractions Promotional assistance	unknown cancelled-COVID-19

May 8	UNI Spring Commencement Promotion	14,000 anticipated cancelled-COVID-19
May 23	4 th Street Cruise Promotion	25,000 anticipated cancelled-COVID-19
	Tourism Related Business and Organization Coordination and Collaboration	
	<ul style="list-style-type: none"> ▪ Met with Iowa Destination Marketing Alliance executive committee meetings x2, and general membership meetings x4. ▪ Organized Cedar Valley Tourism Awards and held via Zoom. Honorees included Bands of America, Waterloo Black Hawks Hockey, Wilbo Burgers, Brats and Beer, Rodney's Kitchen, Holiday Inn & Suites and Bien Venu Event Center, and Main Street Waterloo and Carol Lilly. ▪ KWWL interview related to Cedar Valley Tourism Awards. ▪ Oversaw Cedar Trails Partnership membership and fundraising mailing. ▪ Attended Iowa Tourism Office Forum to learn about research. ▪ Attended board meetings for Community Main Street, Experience Waterloo, and Cedar Trails Partnership. ▪ Presented at a Grow Cedar Valley webinar about tourism in the Cedar Valley. ▪ Met to potentially organize an Ain't Saint Patrick's Day event in July. ▪ Met with Grow Cedar Valley affiliates. ▪ Contacted Cedar Falls hotels to share status, opening dates, specials, etc. ▪ Published Hospitality Highlights newsletter x5. ▪ Maintained a web page for hospitality business related COVID-19 resources and announcements. 	
	Asset Development	
	<ul style="list-style-type: none"> ▪ Updated Visitor Center map. 	
	Group Tour Marketing	
	<ul style="list-style-type: none"> ▪ none 	
	Organization and Promotion of Tourism Related Events	
	<ul style="list-style-type: none"> ▪ Met with Sturgis Falls Celebration board. ▪ Met with Cedar Basin Music Festival board. ▪ Organized a Cedar Valley Pedal Fest meeting and coordinated marketing materials. 	
	Increase Community Support	
	<ul style="list-style-type: none"> ▪ Maintained contact with volunteers via birthday and anniversary cards. 	

COVID-19 Notations

- Reopened Visitor Center on May 26, except for weekends. Will reassess weekends going forward, likely not opening during winter months.
- Three of five staff members returned to the office. Another will return on June 1 and the fifth expects to return after June 30.
- All meetings were held virtually.

Administrative Activities

- Attended Friends of the Hearst and Art and Culture board meetings.
- Community Development staff meetings x6, and Tourism staff meetings x3.
- Met with City Administration about summer programming for the Hearst Center.
- Met with Civil Service Commission as we hire new Sales & Marketing Coordinator.

Focus for June

- Decide what to do about 2021 visitor guide
- Complete improvements to the website and calendar of events.
- Pivot messaging to include new accommodations for safe travel once we come through the pandemic. Will be prepared to ramp up digital marketing because return on investments to

inspire travel will yield more immediate benefits than other economic development activities.

Respectfully Submitted,

A handwritten signature in black ink that reads "Kim Manning". The signature is written in a cursive style with a large, looping initial "K".

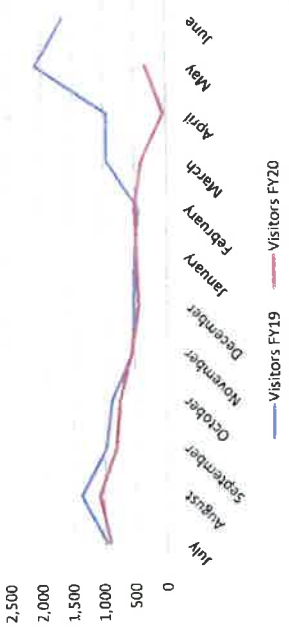
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

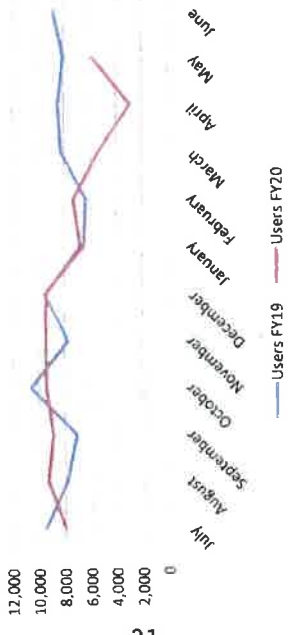
July 2019 thru June 2020	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk in (Door County) FY20	893	1,071	799	737	548	433	466	501	396	43	327	1,056	6,214
VC Walk in (Door County) FY19	984	1,363	963	668	532	517	507	436	948	949	2,094		11,737
Final Website	24	27	16	18	18	16	15	27	10	10	28		220
USA Mail	1	0	0	0	0	0	0	1	0	0	0		2
Phone	150	146	123	99	114	61	116	113	179	50	33		1,184
HOW HEARD ABOUT US - If offered													
Friends / Family	2	8	6	5	0	5	0	0	1	0	1		28
Other (eg. mailings, ads, web/FBook)	14	15	4	2	6	7	1	3	0	0	19		64
Signage	8	42	12	10	4	7	6	14	2	0	0		105
Advertising	3	0	3	0	0	0	0	0	0	0	7		13
Trade / Consumer Show	1	0	0	0	0	0	0	0	0	0	0		1
SERVICES PROVIDED													
Attended / Meeting / Rental	58	112	58	61	68	40	84	73	18	0	0		572
Business / Business	205	185	188	190	180	117	166	128	127	19	41		1,546
Group / Tour Info	0	3	0	2	0	2	2	2	0	0	3		16
Hotel / Restaurant	3	0	0	2	7	0	1	4	2	0	0		19
Relocation	51	6	8	4	6	2	3	2	2	0	0		84
School Project	0	0	0	26	1	0	0	0	3	0	0		30
Special Event	1	5	0	7	1	0	1	0	2	0	0		17
Traffic / User	93	95	72	45	30	19	2	3	18	2	8		387
UNI	3	7	21	25	21	1	3	3	0	0	84		84
VC Activities including Pastrooms	594	619	553	461	289	244	173	210	346	44	33		3,566
ADVERTISING LEADS													
Inn / Travel Guide / Website	541	441	340	294	223	453	1,110	1,287	1,294	433	757		7,173
ETA Travel Guide	0	0	0	0	0	0	0	0	0	0	0		0
AAA Living	NA	NA	NA	NA	NA	NA	77	189	59	0	0		325
Midwest Living (Best of the Midwest)	NA	NA	NA	NA	NA	NA	NA	NA	NA	10	38		48
Local Leads (group leads)	7	0	1	1	4	3	4	4	0	1	1		28
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	921	1,131	1,097	1,150	622	960	8,378	1,984	1,801	450	825		19,319
VC Mail (not individual)	13	25	13	11	2	10	14	19	16	5	20		148
VC Bulk Distribution (local)	309	379	472	642	292	113	3,698	369	243	0	0		6,537
VC Bulk Distribution (non-local)	0	120	0	0	45	347	3,149	25	47	0	0		3,733
Pollockton	51	42	10	5	6	2	25	11	2	1	9		166
Welcome Bags	0	124	261	197	50	30	301	60	140	0	0		1,163
Total Trail Guide Requests	139	342	510	273	282	138	503	121	106	8	5,060		7,482
WEBSITE TRAFFIC													
Users FY20 (including CV365)	11,154	9,287	8,901	9,423	9,448	9,448	6,794	7,314	5,365	2,899	5,818		85,848
Users FY19	9,469	7,944	7,077	10,612	7,311	9,552	6,516	6,741	8,729	8,459	7,908		99,621
Sessions FY20 (including CV365)	13,768	11,173	10,618	11,426	11,207	11,275	8,011	8,583	6,354	3,452	6,789		102,656
Sessions FY19	11,650	9,415	8,628	11,169	9,476	11,853	7,723	7,603	9,879	10,185	9,673		119,696
Pages with Top Views	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Homepage	Things to Do	Homepage	Homepage	WikiKnow-How To Weekend		
Top Traffic Sources	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google		
Top Referral Site	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Pinterest	Facebook		
SUBSCRIPTIONS													
Weekender News (consumer newsletter)	481	505	529	551	568	584	601	613	621	637	637		6,377
Weekender Blog	216	235	249	263	283	273	291	300	302	311	310		3,110
Localities Highlights (paid consumer newsletter)	456	479	493	507	517	526	542	551	558	568	568		5,688
SOCIAL MEDIA FOLLOWERS													
Facebook (likes)	8,757	8,797	8,809	8,825	8,841	8,840	8,841	8,860	8,864	8,855	8,859		97,148
Instagram	1,324	1,355	1,401	1,481	1,441	1,592	1,567	1,614	1,614	1,614	1,648		16,324
Twitter	3,750	3,758	3,768	3,783	3,791	3,801	3,810	3,815	3,815	3,822	3,812		41,720
Pinterest	512	516	520	523	525	528	529	533	533	538	540		5,797
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	140	70	160	158	190	67	226	87	42	20	107		1,267
Student / Intern Hours	192	78	0	0	0	0	0	0	0	0	0		270
Friday Hours / Visitor Center	89	108	88	92	101	71	79	80	51	0	3		751
Finance Hours - Special Events (Ramp Station)	20	4	20	4	7	0	7	30	59	0	0		151
MISC													
Trailblaze Conference Room	1	6	0	0	2	0	2	2	1	0	0		14
Bar/Beer Meetings in Conference Room	2	3	5	4	4	2	3	2	2	0	0		27

	0	1	1	3	0	0	0	0	0	0	0	0	0	6
INCOME														
Golf Shop Sales	\$660.56	\$506.14	\$674.76	\$320.97	\$377.12	\$1,031.33	\$231.08	\$248.89	\$61.33	\$0.00	\$133.57	\$0.00	\$4,245.75	
Family Rental	\$0.00	\$975.00	\$0.00	\$0.00	\$187.50	\$0.00	\$450.00	\$375.00	\$0.00	\$0.00	\$0.00	-\$300.00	\$1,687.50	
Host Motor Coach/VL or Semp Traffic	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	

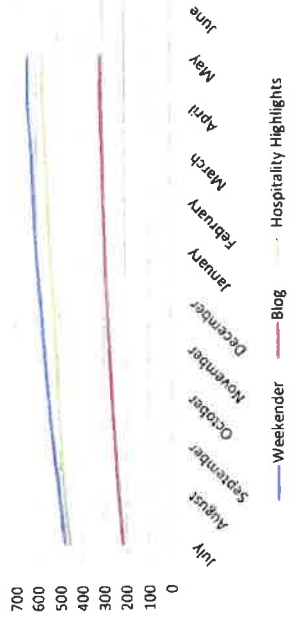
Visitor Center Traffic, Door Counter



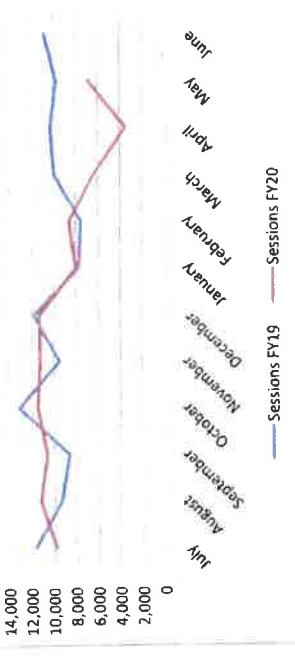
Website Traffic, Users



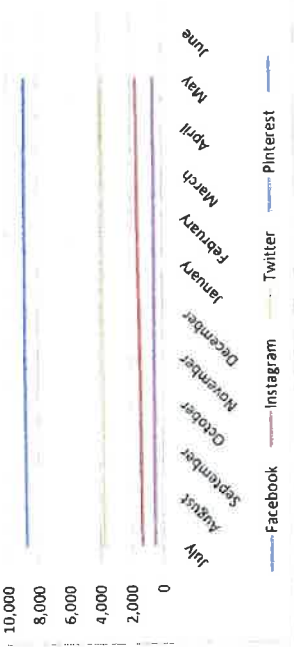
Subscriptions FY20



Website Traffic, Sessions



Social Media Likes/Followers FY20



**CEDAR FALLS
CULTURAL PROGRAMS**
Monthly Report | May 2020



PUBLIC EVENTS/PROGRAMS @ The Hearst

Ongoing:	Hearst Haiku Virtual Exhibition Cedar Falls K-12 Online Student Art Exhibition Online at-home art activities (via Facebook)
May 10:	Virtual Author's Talk and Reading with David Faldet
May 28:	Virtual Final Thursday Readers Series with guest author

Classes/Workshops held in May:

May 21:	Virtual Ceramic Patio Lantern Workshop
May 31:	Virtual Cloth Cement Planter Workshop

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Continued to reach out to individual staff daily to coordinate larger projects and support/ develop their work while teleworking; worked to maintain unity with the group and keep communication lines open.
- Researched COVID-related grant and funding opportunities; applied for Emergency CARES Funding via the Iowa Arts Council.
- Provided Q3 Financials to Art and Culture Board with narrative in place of meeting.
- Worked with contacted artist to revise agreement for installation of sculpture at City Hall; revised contract with direction from Kevin Rogers and submitted for council approval.
- Submitted memo to council for approval of project to refurbish monument sign; continue to coordinate with board and Friends on design.
- Provided info to Friends re: uses /needs for Corning Patio, attended design meeting.
- Worked with staff to develop/work out logistics of virtual workshops; encouraged creativity in thinking re: how to transition camps to kits with virtual element.
- Worked with contracted writer to help guide direction for upcoming essay in conjunction with an exhibition of work by Marjorie Nuhn, coordinated funding from ACB and Friends.
- Met with Luann Alemao to develop a series of programs for spring of 2021 themed around the relationship between arts engagement and longevity. Partnering with Blue Zones and Western Home. Began drafting a grant request from the Iowa Arts Council.
- Worked with Programs Coordinator on grant request from Humanities Iowa.
- Drafted emails and PR around summer camps cancellations for staff.
- Continued to monitor year-end spending as we close out FY20.
- Attended online Cedar Valley Tourism Awards.
- Reviewed and edited materials for print projects for clarity and consistency.
- Worked with Emily Drennan on art storage project, reviewed and clarified suggested insurance values for works in Vorhees Art Storage.
- Attended several community meetings via zoom with local and state cultural organizations relative to summer programs, camps and re-opening strategies.

- Attended two virtual meetings with city leadership re: re-opening strategies.
- Met with Melody Parker (Courier) for a story; provided comment on additional story.
- Worked with Lea on presentation to Friends encouraging a revised membership strategy.
- Coordinated multiple repair/maintenance needs with Matt Buck.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings with Hearst staff liaisons.
- Prepared for and participated in: monthly Public Art Committee meeting, Friends of the Hearst board meeting and Art and Culture Board meeting.
- Worked with Senior Services Coordinator to approve council bills, dailies, timesheets, etc.
- Led weekly virtual staff meetings.

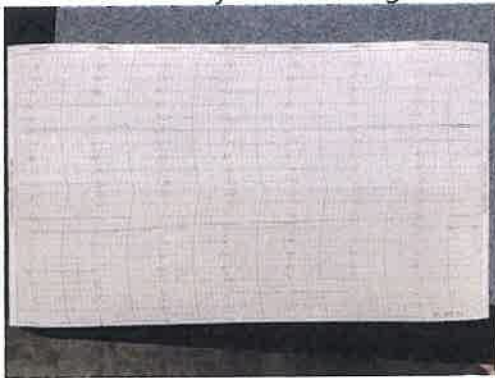
HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Researched and contacted vendors about refunding sales tax.
- Requested checks from Friends for programs they committed to sponsoring.
- Generated and sent thank you letters and gifts for the Membership drive donations.
- Updated expirations in Past Perfect and MaxGalaxy; reconciling both databases.
- Created a glossary of terms with pictures for the fixed asset list.
- Generated reports on donations in response to the Friends Membership Drive.
- Updated public art financials.
- Created classes /categories in MaxGalaxy for virtual summer workshops and camps.
- Ordered wellness barriers and other items in preparation for reopening.
- Transferred work files from work-at-home laptop to work PC.
- Watched recorded session of AAM conference first day.
- Created an attendance schedule for AAM virtual conference in June.
- Coordinated ordering supplies for camps from B&H.
- Canceled camp registrations and processed refunds and account credits.
- Rescheduled and canceled rentals in MaxGalaxy and processed account credits.
- Updated online registration class descriptions to reflect spring closures.
- Collaborated with supervisor on the future of the Friends Membership program and helped to present information to the board of the Friends of the Hearst.
- Finished Fixed Asset inventory check.
- Prepared agenda, packets and attended meeting of Friends board for two meetings.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Answered questions on the phone and in person about upcoming events & classes.
- Entered council bills, P-card transactions and payroll.
- Generated reports from AS-400 for staff members as requested.

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Work with a family member of the late artist KC Franks to locate and prepare for shipping a series of works to be exhibited at the Hearst.
- Work with staff to make changes to scheduling of events especially as regards timing with other activities at the Hearst and in the community.
- Continue to monitor changes to guidelines from the city and the governor.

- Work with the Programs Coord. to finalize informational panels for gallery placement.
- Update records in permanent collection database related to the Hearst Center's collection of works by Mauricio Lasansky; standardize and proof for publication; work with the Marketing Assistant on design for artwork signage.
- Correspond with exhibiting artist Scott Robert Hudson to finalize details on his artworks, his plans to travel to Iowa for a possible gallery talk.
- Serve as a juror for the Hartman Reserve Visiting Artist program.
- Research and update insurance values for works held in the Voorhees Art Storage.
- Work with the chair of the Public Art Committee, staff, and project stakeholders to prepare an agenda for their May meeting.
- Work with staff to develop an exhibitions mailer for the upcoming season.
- Correspond with artist Soo Hostetler to confirm changes to scheduling her exhibition.
- Check in works shipped from Minnesota; photograph works.
- Discuss multipart project related to founding collection artist Marjorie Nuhn with the Cultural Programs Supervisor.
- Read collections policy documents from area arts organizations, research deaccession policies and best practices, and work on drafting a collections plan for the Hearst.
- Provide information regarding Nuhn relationships in the community as they relate to the Hearst and its stakeholders and donors.
- Continue to update and submit work plans.
- Work with the Marketing Assistant to have signage produced for July exhibitions.
- Attend virtual meeting of the Public Art Committee and serve as secretary; prepare minutes in draft for distribution.
- Provide information on working artist to the UNI Foundation for an upcoming project.
- Coordinate framing for a series works the Hearst plans to exhibit in July.
- Correspond with a potential donor; work with like institution to accept donation.
- Update Outlook with exhibits for the year to reflect changes made during the pandemic.
- Continue to patch and paint walls at the Hearst.
- Check temperature and humidity levels in the building; adjust as needed; reset hygromograph.
- Attend weekly staff meetings.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Author David Faldet presented his Book Reading online in all of May instead of on May 11th as previously scheduled. 1520 people were reached on social media.
- Four programs were postponed – coordinated to later dates.
- Cancelled two rentals.
- Attended online Pedal Fest meeting to discuss dates and brochure info.
- Attended two patio renovation meetings with Friends of the Hearst.
- Led Hearst Photo Club meeting online via GoToMeeting.
- There were no rentals in May due to closure.
- There were no rehearsals or receptions in May due to cancellations.
- Contracted with four musicians for Party on the Patio – live music in July.
- Wrote two rental contracts for August.
- Five volunteers from the Friends Board that are part of the patio renovation that fixed and stained the benches, measured and did research for the renovation.
- Reviewed materials for upcoming events in June and beyond.
- Attended weekly staff meetings.
- Continued work on the 2020 Passport to the Arts Programming with community partners, mocked up new design and coordinated with Abby for design and print.
- Worked on content for Amy Clampitt exhibit and the garden walk, for August.
- Worked with marketing coordinator about upcoming events.
- Attended 2 online webinars concerning programming.
- Looked into grants to fund 2021 events.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Attended weekly staff meetings.
- Continued to coordinate with Felicia Cass to provide correlating workshop with current exhibition in May to enhance exhibition experience. Moved to July 21.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, coordinating outreach C.A.F.E. programs, planning weekly work plans.
- Supervised and delegated work to Ceramic Lab Tech: instructing virtual workshops, making examples for clay projects, gather clay for workshops, firing, lab cleaning.
- Emailing with Tait at CFPL about card workshop- we're planning for June 11 and I will use GoToMeeting to do a watercolor card workshop at the Hearst.
- Emailing with Vicki Schueler, member of Arc Cedar Valley- to plan for CAFE program hosted at the Hearst in October.
- Purchased and organized supplies for camp kits; trialed ideas for activities.
- Set up meetings for workshops/classes on "GoToMeeting" and demoed how to navigate the virtual class as an instructor.
- Worked with supervisor to draft a memo recommending wage increases for three instructors to promote long-term employment.
- Began developing fall education programming for quarterly Currents edition.
- Emailed instructions, links, and fielded questions from registrants of virtual workshops.
- Set out kits to be picked up by registrants of virtual workshops.
- Attended two webinars on museums reopening after COVID-19.

- Coordinated with adult instructors for fall programming.
- Worked with marketing assistant to market camp kits.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Coordinated with city graphic designer on projects: continued editing Summer 2020 brochure, Lasansky exhibit pvc panels, Lasansky exhibit vinyl, Soo Hostetler pvc panels, Amy Clampitt pvc panels, Movies Under the Moon social graphic, Currents (July-Sept) and summer/fall exhibition mailer.
- Compiled info for Currents (July-Sept) from staff to submit to city graphic designer.
- Hearst Haiku Exhibit: continued to create exhibit poem graphics and created the virtual exhibition and uploaded to Hearst website.
- Continued to coordinate with author, David Faldet on virtual book reading for website and social media – uploaded content for event online.
- Continued to coordinate Cedar Falls Student Art 2020 prints (in partnership with Leverage Printing) with patrons – sending additional information and creating order lists.
- Continued to compile and share out cancelations, postponements for education, events and exhibitions for social media, website and print materials with Hearst coworkers.
- Updated the new Hearst website as needed, adding images, updates and posts, etc.
- Continued to submit upcoming info/cancelations for events/exhibitions/education for the 365 online calendar.
- Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Mail Chimp: sent/added email subscriptions June E-News and Virtual Workshops
- E-News: 1,104 subscribers, 1,219 contacts
- Facebook Engagement: 32,625, Facebook Page Likes: 2,087, Facebook Followers: 2,182
- Instagram Followers: 469
- Created content/graphics/posts for all social media.
- Researched other intuitions for reposting content on Hearst social media.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	Oct. FY20	Oct. FY19	Nov. FY20	Nov. FY19	Dec. FY20	Dec. FY19	Jan. FY20	Jan. FY19	Feb. FY20	Feb. FY19	Mar. FY20	Mar. FY19	April FY20	April FY19	May FY20	May FY19	
# of Days Open to Public	27	27	30	28	25	26	27	27	24	24	24	23	27	25	25	25	14	28	0	32	0	37	
Door Counter	2420	2579	2359	1743	1544	1195	1936	2534	1431	2014	1734	1197	1633	1673	1655	1831	837	2799	0	2800	0	2943	
Sculpture Garden (est.)	375	375	350	350	300	300	250	250	200	200	200	200	200	200	200	200	200	250	400	400	400	550	
Average visits per day	103.52	109.41	90.30	74.75	73.76	57.50	80.96	107.08	67.96	92.25	59.75	66.74	67.89	74.92	75.80	88.30	73.36	91.04	n/a	145.45	n/a	129.80	
VISIT PURPOSE																							
Exhibition (walk-in)	365	313	318	347	256	184	339	348	311	343	242	243	177	220	201	201	142	258	0	398	0	473	
Exhibition Receptions	0	141	15	104	67	49	63	74	94	44	0	37	33	33	49	49	0	0	0	742	0	83	
Meetings	34	40	32	65	16	40	49	69	44	51	39	106	75	117	24	57	7	55	0	44	0	82	
Youth Classes	0	64	0	16	177	140	368	375	11	62	0	0	368	375	335	354	0	89	0	420	0	337	
Adult Classes	174	59	34	29	85	45	104	104	11	30	35	22	113	160	135	153	32	36	0	176	0	67	
Messy Mornings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	65	0	87	
Camps	909	918	989	448	38	25	0	78	66	40	0	0	79	93	73	30	123	359	0	0	0	0	
Birthdays Parties	34	65	43	84	0	62	60	45	0	0	0	29	73	79	104	53	84	76	0	0	0	45	
Workshops	26	17	25	0	13	11	49	110	4	0	17	24	52	24	36	0	0	0	0	34	19	26	
Tours	50	89	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	18	64	0	55	0	
Rentals	35	134	187	0	0	84	114	34	73	41	53	85	48	17	17	115	34	117	0	190	0	592	
Ceramics Lab	40	16	34	0	0	15	33	21	30	11	41	25	34	10	41	32	27	8	0	28	0	36	
Public Programs	228	151	149	174	904	230	664	137	137	276	161	252	241	373	275	357	379	450	0	202	n/a	415	
Thursday Farmers	85	13	5	100	86	89	67	75	69	97	75	99	87	100	74	66	41	77	0	91	0	107	
Volunteers / # of hours	723	1372.75	874	376.5	572.25	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	576.75	
Other	134	577	151	367	59	94	71	776	306	945	261	170	60	188	32	467	50	670	0	169	0	133	
Youth Classes	0	3	0	1	2	13	5	5	4	4	0	0	4	4	4	3	0	0	4	0	3	0	6
Adult Classes	10	13	3	2	10	4	13	16	5	3	4	2	11	14	16	13	7	5	0	11	0	11	
Rentals (inc. rentals, etc.)	1	3	7	0	6	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Community Group Mtgs	2	11	6	14	7	12	6	12	6	8	5	2	6	5	6	5	1	5	0	6	0	8	
Messy Mornings	0	0	0	4	0	4	5	3	4	3	3	3	4	3	4	4	2	3	0	4	0	4	
Camps	10	10	3	5	1	1	0	0	1	1	0	0	0	0	0	1	1	2	6	0	0	0	
Birthdays Parties	1	2	1	2	0	2	2	1	0	0	1	2	1	1	3	2	2	2	2	0	0	0	
Tours	3	1	0	0	1	1	0	0	1	1	1	1	1	1	3	0	0	0	0	0	0	0	
Workshops	3	3	0	0	0	0	2	2	2	1	0	0	0	0	0	0	1	7	0	1	2	2	
Public Programs	4	6	6	7	7	14	8	9	7	7	9	8	7	12	4	5	7	14	0	8	2	10	
Thursday Painters	4	4	5	5	4	4	4	4	3	4	4	4	5	4	4	4	4	4	0	4	0	5	
Exhibition Receptions	0	1	1	1	1	1	1	1	1	2	0	0	1	1	1	1	1	0	1	0	1	1	
E-News Subscriptions	1165	1305	1160	1299	1266	1156	1266	1266	1148	1254	1238	1238	1143	1276	1143	1206	1115	1202	1113	1181	1104	1169	
Facebook Views	2073	23142	24078	16516	17770	27295	24760	24760	23335	18076	24761	14311	27866	17686	37207	21823	37890	28309	30306	42362	32625	43708	
Facebook Followers	1974	1643	1978	1659	1993	1673	2011	1696	2024	1705	2039	1714	2033	1760	2085	1791	2139	1878	2160	1913	2182	1929	
Facebook Event Listings	8	6	8	7	11	8	8	8	8	8	6	8	7	11	11	7	9	7	2	2	10	2	
Offsite Educ. Encounters	206	152	237	315	322	415	193	611	0	112	215	463	0	0	184	216	72	262	0	685	0	212	
Offsite Educ. Programs	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
Community Committee Mtgs	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Total Friends Membership	277	182	229	224	228	234	233	240	221	228	232	232	276	276	222	231	268	233	269	229	266	227	
New/Renewed this month	6	0	22	44	7	11	23	29	15	20	95	23	22	15	22	20	25	20	7	5	6	6	
Newsletter	0	1	0	1	1	1	0	0	0	0	0	0	1	0	2	0	0	0	0	0	2	1	
Radio Interviews, ads	1	1	1	2	1	1	1	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	
Print Interviews	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Ads, other (FB ads, etc.)	0	2	1	1	2	0	1	13	1	0	1	0	3	0	5	1	5	1	0	2	0	1	

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - May 2020**

Item 12.

Project	Description	Status	Budget	Contractor/ Developer
2018 Street Construction	Street Repair	Final Out Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Complete	\$310,000	Engineering Division Foth PCI
2019 Permeable Alley	Storm Water	Complete	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Complete	\$155,170.41	Engineering Division
2019 Street Construction	Street Repair	Punch List Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrctiuon	Street Repair	Construction Underway	\$3,385,340.30	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Punch List Remains	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Final Out	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Final Out	\$160,000	Engineering Divison / Snyder & Cunningham Engineering Division
University Avenue - Phase I	Reconstruction	Complete	\$14,500,000	Foth Engineering Division
University Avenue - Phase II	Reconstruction	Complete	\$13,632,000	Foth PCI

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - May 2020**

<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Arbors Fourth Addition	New Subdivision	Construction Underway	-----	Skogman/CGA
Autumn Ridge 8th Addition	New Subdivision	Approved	-----	BNKD Inc. Shoff Engineering
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	BNKD Inc./CGA
Autumn Villages Phase II & III	New Subdivision	Approved	-----	CGA
Gateway Business Park	New Subdivision	Approved	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	Panther Farms/CGA
Greenhill Village Estates	New Subdivision	Construction Underway	-----	Nelson Contruction & Development
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West - 1st Addtion	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
Park Ridge Estates	New Subdivision	Approved	-----	Brian Wingert CGA
Pheasant Hollow 7th Addtion	New Subdivision	Construction Underway	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Approved	-----	Jim Sands/VJ

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - May 2020**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Approved	VJ Engineering	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Autozone	6130 University Avenue	Under Review	Approved	Kimley Horn & Associates, Inc.	Not Started
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Cedar Falls Gospel Hall	1302 Walnut	Under Review	Approved	Claassen Engineering	Active
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Active
Community Bank and Trust	312 W. 1st Street	Under Review	Under Review	VJ Engineering	Under Review
Creekside Condos	-----	Under Review	Under Review	Fehr Graham Engineering	Under Review
CVMS Ortho Clinic	-----	Approved	Approved	VJ Engineering	Active
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Punch List Remains	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building)	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store)	Ridgeway Ave.	Approved	Approved	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanuel Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
John Deere PEC	John Deere PEC	Approved	Approved	John Deere/Boiten Mark Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking)	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
North Elementary School	2419 Fern Avenue	Approved	-----	Cardinal Construction	Active
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Owen5 Construction Facility	Lot 10 Northern Ct Industrial Park	Approved	Approved	Fehr Graham Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Raising Cane's	201 Viking Plaza Drive	Approved	-----	Cheever Construction/CGA	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
River Rec Area and Bank Improvments	-----	Under Review	Under Review	City of Cedar Falls	Under Review
Standard Distributing Co. Building	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active

ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - May 2020

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
PARKS/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR MAY 2020**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking duties.
- Routine rec trail brooming and cleaning of debris.
- Stump grinding in the City ROW and Pheasant Ridge Golf Course from ash removals.
- Routine mowing of parks and City Property.
- Installed volleyball poles and nets at Island Park.
- Poured concrete pad for new fuel barrels at Pheasant Golf Course.
- Put out picnic tables at Island Park.
- Graded and seeded the low area near the gate at Public Safety Building.
- Repaired the overhead door at 606 Union Rd shop.
- Tilled the gardens at Community Gardens.
- Installed the canopies at Place to Play Park.
- Removed the winter walls at Paw Park.
- Started installing new restroom doors at: Washington Park, Gateway Park, and Pfeiffer Park.
- Installed the pond pump at Pheasant Ridge Golf Course.
- Performed routine planting bed weeding at all city facilities and parks.
- Performed routine weeding and maintenance of bio-cells.
- Installed a new bike repair station at El Dorado Park.
- Cleaned the flag pole and installed a new flag at Vets Park.
- Power washed the bricks at Vets Park.

ARBORIST

- Ash street trees removals. (11)
- Tree removals. (16)
- Routine trimming and hanger removal locations. (43)
- Stump grinding/clean-up at Pheasant Ridge Golf Course.
- Maintaining city tree nursery (watering, mulching, and fertilizing).

CEMETERY

- Mowing/Trimming Cemeteries (Greenwood, Fairview, Hillside).
- Watered sod on winter graves.
- Routine grave opening/closing.
- Poured concrete pad for the new fuel barrel.
- Prepared cemeteries for Memorial Day weekend.
- Removed flowers from graves after Memorial Day.

**DEPARTMENT OF PUBLIC WORKS
CEMETERY SECTION
MONTHLY REPORT**

FOR THE MONTH OF:	<u>May</u>	Year	<u>2020</u>
Interments:			
	Greenwood		7
	Fairview		4
	Hillside		-
Disinterment:			
Spaces Sold:			
	Greenwood		2
	Fairview		3
	Hillside		-
Services:			
	Cremations		5
	Saturday		3
	Less than 8 hrs. notice		-
	After 3:00p.m.		-
<hr style="border-top: 1px dashed black;"/>			
Receipts:			
Prepetual Care	Greenwood	\$	320.00
	Fairview	\$	455.00
	Hillside	\$	-
	Burial Permits	\$	6,675.00
	Lot Sales	\$	3,100.00
	Marker permits	\$	390.00
	Deed Transfers	\$	-
Total Receipts:		\$	10,940.00

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
REFUSE SECTION
MONTHLY REPORT FOR MAY 2020**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 704.49 tons of solid waste during the month of May. The 136 loads required 340.50 man-hours to complete, equating to 2.07 tons per man-hour. The automated units used 1,341.96 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 2.82 tons of solid waste during the month. The 8 loads required 57.00 man-hours to complete, equating to 0.05 tons per man-hour. The automated unit used 73.76 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty (20) loads of refuse for the month. The containers totaled 30.09 tons and required 117.00 man-hours to complete. This operation yielded 0.26 tons per man-hour. The semi-automated collection totaled 25.23 tons and required 106.50 man-hours to complete. This operation yielded 0.24 tons per man-hour.

The total number of May container dumps was 709. Seventeen percent (17.63%) or 125 of these dumps, were for non-revenue bearing accounts.

The container route truck used 306.11 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 203 large item stops during the month and collected 20.27 tons. This required 122.50 man-hours to complete and equates to 0.17 tons per man-hour. Thirty-nine (39) Appliances, Twenty-three (23) Televisions, and One (1) Computer were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 113.95 tons of yard waste curbside this month. The 33 loads required 124.00 man-hours to complete, equating to 0.93 tons per man-hour.

There are currently 7,957 yard waste accounts throughout the city.

2,608 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 365.40 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 80 loads of solid waste to the Black Hawk County Landfill totaling 1,131.61 tons.

The Transfer Station accepted 348.71 tons of commercial and residential solid waste this month.

315 appliances, 397 tires, 195 television sets, and 40 computer monitors were received at the Transfer Station for the month.

Twelve (12) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 551.98 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 1.27 tons of commercial and residential yard waste this month.

Refuse crews hauled 80.81 tons of yard waste to the Compost Facility this month.

RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of May:

Tin (Baled)	4.17 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	14.09 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	63.31 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	19.29 tons
Phone Books	
Books/Flyers	
Office Paper	4.42 tons
Plastic Bags	0.66 tons
Styrofoam	1.46 tons
Other Items Recycled for the month	
Appliances	14.33 tons
E-Waste	7.56 tons
Glass	45.78 tons
Scrap Metal	39.57 tons
Shingles	5.88 tons
Tires	4.36 tons

Revenue generated by the Recycling Center for May was \$2,768.00.

The Recycling Center trucks used a total of 375.76 gallons of low sulfur diesel fuel during the month.

UNI RECYCLING SUBSTATION

The UNI Recycling Substation received the following quantities of recyclables for the month of May.

Plastics #1-7	3.48 tons
Cardboard	10.49 tons
Newspaper	4.42 tons
Tin	1.76 tons
Glass	2.51 tons
Plastic Bags	0.67 tons
Office Paper	1.39 tons
Styrofoam	0.28 tons
Total	25.00 tons

FAREWAY RECYCLING SUBSTATION

The Fareway Recycling Substation received the following quantities of recyclables for the month of May.

Plastic #1-7	7.40 tons
Cardboard	16.11 tons
Newspaper	6.23 tons
Tin	0.55 tons
Glass	6.42 tons
Total	36.71 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of May.

Plastic #1-7:	4.47 tons
Cardboard	22.87 tons
Newspaper	4.33 tons
Office Paper	0.76 tons
Plastic Bags	0.00 tons
Tin	0.89 tons
Glass	3.20 tons
Styrofoam	0.80 tons
Total	37.32 tons

Orchard Hill Church Recycling Substation

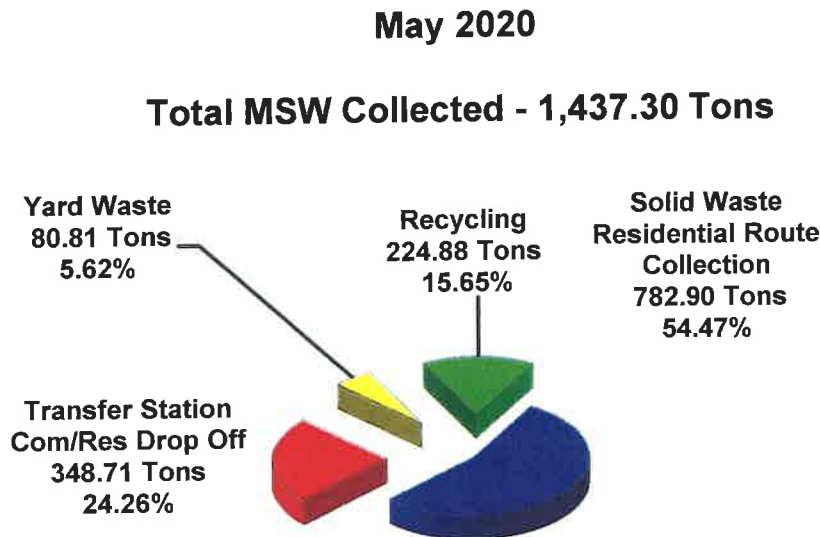
The Orchard Hill Church Recycling Substation received the following quantities of recyclables for the month of May.

Plastic #1-7:	3.07 tons
Cardboard	9.62 tons
Newspaper	1.20 tons
Office Paper	0.40 tons
Tin	0.51 tons
Glass	2.79 tons
Styrofoam	0.36 tons
Total	17.95 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,437.30 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of May 2020 for the City of Cedar Falls.



MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS
OPERATION & MAINTENANCE DIVISION
STREET SECTION
MONTHLY REPORT FOR MAY**

COMPOST FACILITY

- The seasonal compost facility was randomly monitored on a daily basis.
- Unacceptable & undesirable materials dropped off by visitors at the compost facility were removed whenever encountered.
- Stock piled incoming debris, mixed black dirt and compost to use for stumps and upcoming project, filled in large holes to help with ponding in those areas, stock piled wood chips higher for more storage space.

CEDAR RIVER

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removals and stump removals from right of way trees and the Pheasant Ridge Golf Course.

STREET & ALLEY MAINTENANCE

- Potholes were repaired utilizing hot mix asphalt and the Dura-Patch machine for pothole patching which sprays a combination of CRS-2 emulsion and 3/8 washed rock chip to provide a longer lasting patch.
- Alleys were graded and rock was applied to alley as needed. Alleys are maintained on a call in basis.
- Streets were swept on a routine basis throughout the month. Two sweepers are utilized.
- Continued yearly crack routing operations starting on asphalt streets. Cracks are routed to allow for a sealant to be applied.
- Began crack sealing operations. Routed cracks are filled with a tar sealant to prevent moisture infiltration.
- Continued grinding frost heaves off streets seams to smooth out roads. (Parish St, Prairie St, W.22nd St., W.2nd St between Clay and Franklin St.)
- Winter Ridge Rd. was ground down to remove frost boils and deteriorated seal coat. Recycled asphalt was placed and compacted in preparation for future seal coat applications.
- Rock was added to road shoulders to minimize the transition from the road to the shoulder. We started on Center St and Dunkerton Rd.

- Repaired a street panel on Washington St that had sunk creating a depression in the road. The old concrete and asphalt was removed and a new rock sub base was installed, the surface was completed with a permanent placement of concrete and asphalt composite.
- Fixed a reoccurring frost boil on South Union Rd near Viking road with hot mix asphalt. Old material was cored out and new material placed to create a more permanent repair.
- Repaired the entrance to the tennis court parking lot on Campus St. The street was broken up creating a ponding issue. Staff put a new layer of hot mix asphalt to create a new smooth transition from the road to the UNI parking lot approach.

SEWER

- Catch basin lids were cleared of leaves and debris to allow rain water to flow unrestricted to prevent ponding on the road.
- Repaired man-hole box-outs (Rownd St. Green Hill Dr.(2) Deena Dr.(3) Bergstrom Blvd. S. Lawn Rd (2), Heritage Rd) using our Mr. Manhole box-out system which cuts a circular hole and utilizes a special riser to help with water infiltration.
- Installed rip rap and reshaped a storm water discharge pipe on Lakeview Dr. that feeds into the pond.
- Extended storm sewer pipe and added a flexamat erosion control on a storm water discharge on Greenhill Rd near Highway 58. The original storm pipe discharged on the slope and was causing a major washout at the end of the pipe. The pipe was extended to the bottom of the levee and Flexamat was installed at the discharge to prevent erosion.
- Started reconstructing two failing catch basins at Sunny Ln. and Loma St. and Sunny Ln and Terrace Dr. The old brick catch basins were excavated and new box structures were installed.

MISCELLANEOUS TASKS

- Hauled woodchips from our compost site to an organic farmer on Union Rd.
- Installed a Streetscape Hub at 4th St. and Washington St. and 2nd St. and Washington St.
- Hauled road stone for stock piling at Lake St for future projects and shoulder maintenance.
- Hauled two loads of compost to the Northeast Iowa Food Bank and one to UNI for their garden beds.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR MAY 2020**

- 88 traffic control signs were repaired.
- Produced 26 labels for various applications.
- Fabricated 37 signs for various applications.
- Traffic operations completed 11 One Call utility locates.
- Completed 25 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 3 minor projects.
- Responded to 3 signal in flash calls. Repairs were made and returned to normal operation.
- Assisted private contractors and city engineering staff on numerous issues at the downtown streetscape project.
- Upgraded the traffic signals at University Ave. and Campus St. to flashing yellow arrows.
- Relocated all pedestrian pushbuttons at Campus and University Ave to meet MUTCD compliance.
- Completed parking lot painting of all city owned buildings.
- Activated all pedestrian traffic signals and pushbuttons on Viking Rd and HWY 58.
- Continued annual traffic signal maintenance.
- The pavement marking contractor has completed the painting of all roundabouts, and crosswalks throughout town.
- Assisted the IT Division with the relocation of 2 surveillance cameras.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR MAY 2020**

The Fleet Maintenance Section processed 119 work orders during the month of May 4 of them were either sent out or done by staff from other sections.

1,222 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,570.192 Gallons of Ethanol

8,992.733 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of May was 15,562.925 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

Street Section

20202: Repaired worn steel tube on suction hose.

238: Replaced spark plugs and ignition coils.

243: Replaced differential assembly, parts under warranty.

248: Replaced power steering hose and pressure protect valve on air tank.

260: Replaced circle gear on mold board assembly.

271: Rebuilt both steering cylinders and replaced a bucket lock cylinder assembly.

288: Replaced a faulty transmission filter on job site to correct fluid leak.

291: Replaced implement pressure sensor with new one.

292: Replaced broken bolts on mower assembly and adjusted parking brake.

Refuse Section

320: Replaced steering shaft U joint.

321: Replaced all seals on fuel injectors.

382: Replaced service brake relay valve.

383: Replaced both hydraulic hoses on the inside cover of the walking floor.

Water Reclamation

403: Replaced front axle U joint and climate control actuator and assembly.

492: Replaced two upper suction tube sections of vacuum system.

Fleet Maintenance

702: Replaced faulty starter.

703: Replaced purge valve and steering shaft assembly.

Parks/Cemetery/Rec Section

2100: Misc. mower repairs and routine maintenance.

2104: Replaced tailgate release linkage bushing.

2131: Replaced damaged water pump.

2301: Replaced power steering pump.

2339: Replaced hydraulic pump belt.

Fire Division

FD502: Replaced head gasket on engine block and replaced alternator.

FD521: Replaced rear brake pads and rotors. Replaced

Police Division

PD09: Replaced fuel pump module.

PD13: Replaced sway bar bushings, battery and purge valve.

PD14: Replaced alternator.

PD15: Replaced a/c compressor and charged system.

PD18: Replaced the back part of seat to repair recline function of seat.

Engineering Services

139: Charged a/c and replaced faulty relay.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR MAY 2020**

AQUATIC CENTER

- Delivered man lift.
- Repaired wiring on two UV ballasts.
- Troubleshoot operation of stop & go lights on drop slide.
- Purchased four portable hand sanitization stands to be placed around the grounds.

Beach House

- In preparation for opening, cleaning supplies were stocked, windows washed, pest control completed and janitorial contractor performed a deep cleaning of facility.
- Worked with IT to get door control access working properly.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Stocked supplies to ensure paper and disinfection products did not run low as supplier was limiting quantities sold.
- Provided PPE.
- Installed wellness barriers at five public windows.
- Moved file cabinets and installed raised counter for temporary customer service window.
- Installed social distancing markings on the floors.
- Performed maintenance on Section 8 paper shredder.
- Repaired shower valve in women's locker room.
- Repaired drain in women's locker room and finance breakroom.
- Delivered disinfecting supplies.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Adjusted occupancy settings on building control system to save energy during closure.
- Installed wellness barrier in office between work stations.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repaired two exterior doors that were not closing properly.
- Delivered disinfecting supplies.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems and adjusted occupancy settings to save energy during closure.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Installed wellness barriers at front counter and between work stations.
- Delivered disinfecting supplies.
- Met with CFU on three occasions to identify different fiber lines inside building.
- Repaired drive up book drop.
- Delivered disinfecting supplies.

PHEASANT RIDGE

- Repaired broken faucet in mechanical room.

PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Set up sanitizing areas in building.
- Stocked supplies to ensure paper and disinfectants products did not run low as supplier was limiting quantities sold.
- Provided disinfectant and sprayers for large volume apparatus cleaning.
- Completed testing of backflow preventers.
- Delivered disinfecting supplies.
- Repaired loose wires on garage door #3 causing it not to close.
- Adjusted the time water ran on faucets in locker room.
- Met with contractor to replace edge sensor on door #6.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems..
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Troubleshoot heating systems afterhours and made repairs remotely.
- Completed daily monitoring of supplies for cleaning, disinfection, sanitization and PPE for all public buildings. Check multiple vendors and sources daily for inventory and ordered when available.
- Had hand sanitizer stand fabricated for dispensers.

- Worked with IT to get door access system working. Reset site controller and troubleshoot individual card readers.
- Complete preventive maintenance on rooftop exhaust fans, checked and changed belts as needed and greased bearings.
- Cleaned debris from roof drain.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules. Made adjustments to settings to save energy due to closure
- Replaced bad light bulbs and ballasts.
- Met with contractor to replaced cracked floor tile.
- Removed several fixtures and items from locker rooms to save for future use before demolition began.
- Fabricated and installed wellness barriers at front counter.
- Delivered disinfecting supplies.
- Building automation system was down and not cooling in building. Responded on a vacation day and reprogrammed the occupied hours to begin cooling building, adjusted daily schedules for each area of the building and set points. Called controls contractor to perform software updates and complete system back up.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Delivered disinfecting supplies.
- Installed wellness barrier at front desk.
- Contractor made modification for front doors to open more easily.

DEPARTMENT OF COMMUNITY DEVELOPMENT
WATER RECLAMATION DIVISION
MONTHLY REPORT - MAY 2019

PLANT OPERATIONS

Plant performance was good for May, meeting all required operating limits.

PROJECTS

We've recently updated two lift station control systems at the treatment plant. These upgrades included new equipment in the powering and control of the large motors driving pumps to move water through the plant. We've begun the process to update another pump station within the plant, adding new drives and simplifying the interface used by staff. This will make this part of the process more efficient, reliable, and easier to operate.

BIOSOLIDS

We were able to process 201,000 gallons through our belt filter press system for application later. Another 140,000 gallons of liquid biosolids was applied to the City owned farm.

A total of 7.16 tons of gritty, inorganic solids were hauled to the landfill.

SEWER COLLECTION SYSTEM CALLS AND SERVICE

Staff processed 736 requests for utility locates in construction areas for the Iowa One Call system. Of that, 145 were pertinent and required a sewer line to be located.

We had two after-hours calls for lift station problems.

In May we responded to five calls for sewer problems, with no issues found in the City's main.

We cleaned 3,900 feet (0.74 miles) of sanitary sewer lines in May. Crews also completed television inspections of 1100 feet of sanitary sewer lines looking for potential problems.

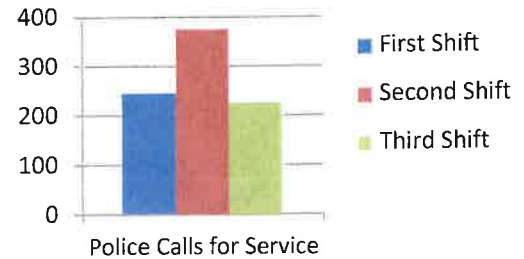
TRAINING / PERSONNEL ISSUES

We had two seasonal employees, Morgan Williams and Jan Mord, return for the summer in May.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
MAY 2020**

CEDAR FALLS POLICE

Police Statistics	First Shift	Second Shift	Third Shift
Calls for Service	247	378	229
Traffic Stops	64	107	67
Arrests	7	14	21
Accidents	24	19	7

**FIRST SHIFT – Captain Michael E. Hayes**

- The City of Cedar Falls reported a Theft of metal casting being used in construction of an alleyway (1300-1400 block of Walnut Street). A report has been initiated.
- Officers were dispatched on the report of an Accident in the parking lot. Officers were also advised that one of the drivers may be intoxicated. During the investigation, the Accident was found to be minor, but one of the drivers was indeed driving under the influence of alcohol and was arrested for Operating While Intoxicated.
- Officers were called to an auto salvage business for Vandalism to multiple vehicles. Lab processed the scene.
- Residents on Cottage Row reported their vehicles being gone through overnight. A report was taken and Extra Attention was requested.
- Police and Fire kicked-off the parade for Valley Lutheran Graduates.
- Reserve Officers Buck and Jaeger conducted Trail Patrol and assisted at the graduation parade.
- Officer(s)/Public Safety Officers assisted Fire with a natural gas leak in the 1800 block of Lilac Lane. Cedar Falls Utilities advised a construction company had hit a gas line.
- Officer(s)/Public Safety Officers assisted fire at a gas line break in the 3900 block of Cedar Heights Drive. A subject reported that he hit the gas line with a lawn mower and that it smelled like natural gas.
- Officer conducted a Traffic Stop at Ridgeway Avenue and Chancellor Drive. When the Officer made contact with the driver, he could smell the odor of Marijuana coming from the passenger compartment. A Search was executed and Marijuana was found. The driver, who was a juvenile, was taken into custody for Possession of Marijuana.
- Officers conducted Trail Patrol using the Gator.
- Officers were called to an Assault in progress on West 3rd Street. Officers learned that this was a domestic situation and the male half was charged with Assault DA Strangulation (No Injury) and Domestic Assault Causing Bodily Injury.
- Officers were dispatched to 2500 block Royal Drive on the report of a Death. Reporting Party advised that a 34 year-old male had passed away in his bed. There were no signs of foul play. The Medical Examiner was notified and an autopsy was ordered.
- Officer was dispatched to MercyOne (Sartori) Hospital on the report of an Assault. When the Officer arrived, he found a female who stated that her estranged husband had assaulted her while she was staying at a hotel in Cedar Falls. The husband had left the city and went home before Officers could make contact with him. Officer took photographs of the female and took a statement from her. Photographs were also taken at the hotel room that was in disarray and had blood stains throughout the room. Officer will apply for Arrest Warrants for the husband for the following charges: Domestic Assault/Strangulation, Domestic Assault Causing Bodily Injury, Willful Injury (for repeated beatings over a two day period), Violation of a No-Contact Order (which was in place from Dickinson County), and Interference with 911 Phone Call (husband took victim's phone away from her so she could not make a call).
- Several citizens reported Vandalism to their library boxes they had set up on their property. Extra Attention was requested.

- Officers were dispatched to Famous Footwear on a report of a Shoplifter that had left the business. The suspect was located in a neighboring business and Stolen Property was recovered. The subject was charged with Theft.
- Officers were dispatched to Hy-Vee on a report of a Shoplifter. The subject was arrested and later released on a promise to appear.
- Officer assisted in applicant testing and interviews.
- Officer took a report of a victim that had their phone hacked. The suspect had also called the Reporting Party sixty times in one day. Officers are conducting further follow-up on the incident.
- Officer responded to a Violation of a No-Contact Order. A person who had just been released from prison and was living in the half-way house when he contacted the victim on the No-Contact Order. Officer arrested the suspect for the violation and he was transported to the Jail for booking.
- Throughout the month Lieutenant Heuer attended several Criminal Justice Information Services meetings reference the development of new CAD software.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to a suicide attempt call on Franklin Street. During the course of the investigation, it was determined that one of the subjects at the residence provided False Information to Officers and was wanted on a Warrant. One subject was arrested and charged with Interference and False ID.
- One subject was arrested on Outstanding Warrants for Assault. Charges were the result of a mother/daughter fight that resulted in minor injuries to the mother.
- Officers assisted the Tri-County Drug Task Force with a Traffic Stop at University Avenue and Hudson Road. As a result, one subject was arrested on Outstanding Arrest Warrants and another was issued multiple Traffic Violations.
- Officers took a Theft report at Target. It was determined that this subject has taken items before from the business and his photo has been distributed for identification. Investigation continues.
- Officers took a report of a Hit-and-Run at University Avenue and Main Street. A plate was obtained of the run vehicle however it was not located. Investigation continues with citations to be issued at a later time.
- Officer took a report of Criminal Mischief to a vehicle at 410 West 4th Street. Investigation continues.
- Officers responded to a three vehicle accident at 1st/Genevieve. No injuries were reported.
- Officers responded to a RV on fire at Camping World. Fire was extinguished and the vehicle was a total loss.
- Officers were dispatched to a possible Intoxicated Driver leaving the Kwik Star on Nordic Drive. The vehicle was located in the 5400 block Marius Drive and the female driver was arrested for Operating While Intoxicated 1st.
- Follow-up investigation into two previous incidents at Walmart led to the arrest of an adult male for two counts of Theft 5th.
- Officers responded to a report of a subject outside #1 Nails 4807 University Avenue was Wanted on several Warrants. Subject was located and arrested for three valid Warrants for PPV and Voluntary Absence.
- Officer took a report of a Larceny of a bicycle from 2422 Olive Street. Investigation continues.
- Officers responded to a report of a female subject who has valid Warrants at 415 Bergstrom Boulevard. She was located and arrested without incident. Forgery four counts PPV.
- Officers responded to a report of an Intoxicated Male in the area of the Music Station. He was located at 2nd and Division Streets; he was found to be near an acute alcohol overdose. Medical help was summoned and he was hospitalized. The male will be arrested for Public Intoxication at a later date. Additional investigation will be conducted into the sale of alcohol to this very impaired subject.
- Officer was dispatched to south end of Big Woods Lake on report of subjects jumping off the bridge. Four subjects were located swimming in violation of the posted signs. All were juveniles; they were Warned and Advised.
- Officer was dispatched to a Property Damage Accident in the 2500 block of Valley Park Drive. Subsequent investigation found the adult female to be intoxicated. She was charged with Operating While Intoxicated 1st.
- Officer conducted a Traffic Stop near the 2200 block of College Street that resulted in an arrest for Driving While Revoked and several additional driving related charges.

- Officers assisted with a Fire Investigation at Montage, located at 222 Main Street. Investigation showed the fire involved a problem with a gas fireplace on the balcony of the business.
- Officers responded to Goodwill on the report of a Shoplifter. A female at the business was found to be concealing items and was charged with Theft. After Searching the woman's purse, Officers located a quantity of Methamphetamine. The woman was charged with additional drug related offenses.
- Officers assisted the Black Hawk County Sheriff's Office with an Accident involving a Sheriff's Deputy and a motorcycle. Cedar Falls Officers conducted an investigation of the accident, which resulted in minor injuries to the motorcyclist.
- Officers attempted to make a Traffic Stop near the 8000 block of University Avenue. The vehicle being Stopped then began to elude Officers in a nearby neighborhood and the driver eventually abandoned the vehicle on University of Northern Iowa property. Officers searched the area and eventually located the driver at the College Hill Kwik Star. The driver was charged with a number of traffic offenses and Interference with Official Acts.
- Officers responded to a Loud Party Complaint at 616 Walnut Street. This was the third such complaint in three days at this residence. Officers issued a citation and shut the party down. A Landlord Referral was completed also.
- Officers responded to two separate Deaths. One was at Five Seasons Trailer Court and the other at the Maplewood Apartments. The Medical Examiner was called to each location and separate investigations were conducted.
- Officers were called to the report of a possible Domestic Assault. Officer interviewed both parties, and both parties were injured. The case is being reviewed by the County Attorney's Office.
- An Officer making a routine Traffic Stop located a male subject with several Warrants. He was arrested and transported to the Jail.
- Officers responded to the report of a subject with a Warrant. Officers didn't locate the male in question, but were advised that the Reporting Party had been Assaulted by this male in February. The investigation is on-going.
- Officers went to an address on West 21st Street checking for a female with a Warrant. Officers located the female and she was arrested on a Warrant for Burglary 3rd.
- Officers were called to the Verizon store on Viking Road, after learning there was a female there trying to make a purchase with false information. This information came after she did the same thing in Cedar Falls. During the investigation, Officers learned the vehicle she was traveling in was stolen out of Minnesota. That vehicle was towed. She was charged with Providing False ID, Identity Theft and Possession of Fictitious License.
- Officers were dispatched to the report of an Assault between two employees at an area nursing home. One person was arrested for Simple Assault.
- Officers assisted Waterloo Police Department with a Pursuit that came through Cedar Falls. It traveled through the city eventually making it to Union Road, and then onto Janesville. Cedar Falls Officers stopped assisting just north of the city limits, and Black Hawk County and State Patrol got the vehicle stopped in Janesville.

THIRD SHIFT – Captain Mark Howard

- Officers were called to 2029 Fairview Drive for a Loud Party. Subjects were having a fire, and had already put it out and were going to bed for the night when Officers arrived.
- Officers noticed a Suspicious Vehicle at Big Woods Lake. The subjects checked OK and were sent on their way.
- Officers were called to 1904 Campus Street for a Loud Party. When Officers arrived, it was quiet. They were Warned of the complaint.
- Officer located a Suspicious Vehicle in the roundabout at Brandilynn Boulevard and Prairie Parkway. Officers administered Sobriety Tests to the driver. Driver was arrested for Operating While Intoxicated.
- Officers were called to the railroad bridge over the Cedar River. The report was a group gathered under the bridge that had a fire going. The rail company was worried it could start the railroad ties on fire. Contact was made with a family that was fishing with a recreational fire going. The fire was safe and the family put the fire out.

- Officers assisted an Officer working security at Hillcrest Apartments. The Officer had a Suspicious Vehicle on the property. Officers made contact with a subject and he was identified. The subject was Advised to leave the property and not return.
- Officers were called to a Welfare Check on Abraham Drive. The Reporting Party was calling on himself stating that he had overdosed on Marijuana and alcohol. The male was transported to the hospital for alcohol poisoning.
- Officers were called to an Assault in progress at the Days Inn. The report was that a female came to the front counter stating she was just in a fight. The female had left the area before Officers got there. Officers found the male half and learned that they had just met the female earlier in the night, and when they were back at his hotel room he caught the female in his wallet copying down his personal information. When he confronted her she claimed she was drunk and took-off from the room. Officers were unable to locate the female. The investigation continues.
- Officers were called to a Prowling in progress to an abandoned house on Ridgeway Avenue. The Reporting Party stated she thought she saw flashlights out around the house. Officers found opened doors to the abandoned property and conducted a Search. No one was located, and Extra Attention will be given to the abandoned house.
- Officers were called to a Loud Party at an apartment on College Street. This was the second call to the residence today. When Officers arrived at the address it was found quiet again. The Reporting Party left no information to contact them.
- Officers were called to the 1700 block of Main Street for a male sitting in the roadway. There was no one in the roadway when Officers arrived. Officers did make contact with a male from the Exceptional Persons, Inc. home that was sitting outside. He claimed that it was not him and he didn't see anyone.
- Officers were called to an apartment complex on West 3rd Street for males in the hallway that would not leave. The report was the males were loitering in the hallway after they had been put out of an apartment. Officers made contact and none of the males lived at the apartment complex. They were Advised and sent on their way.
- Officers were called to the apartments on Bluegrass Circle on the complaint of a smell of Marijuana. Officers were able to track down which apartment and made contact. Officers spoke to a subject that admitted to the Marijuana usage. Intelligence was gathered and forwarded on to the Investigations Unit.
- Officers responded to an Alarm at the Hy-Vee Pharmacy. Contact was made with the night cleaning crew and the alarm was reset. Nothing suspicious.
- Officers were called to a Loud Party in the 2500 block of Iowa Street. Officers made contact at a residence where there was a gathering of people. The party was shut down, the renters were cited for Disorderly House and a Loud Party Referral was completed.
- Officers were called to a Suspicious Vehicle in the parking lot of Walgreens. Officers found a subject sleeping in the vehicle and made contact. The subject checked OK and was waiting to be let in to clean the store.
- Officers continued follow-up on an Operating While Intoxicated suspect from March. The suspect called for help in March. He was wandering around on foot in the area of Starbeck Circle. The suspect was transported to the hospital. The next day, Officers found the vehicle he was driving crashed in a ravine after driving through a yard. A Search Warrant was completed for medical records and the subject was found to have a Blood Alcohol Content over three times the legal limit. Charges are pending.
- Officers assisted the Black Hawk County Sheriff Office with a Rollover by 12th Street and Butler Road.
- Officers were called to the intersection of 19th Street and Merner Avenue for a 10-50 Property Damage Accident. The report was it was unknown what the driver hit, but that the sound of the crash woke up the Reporting Party. Officers arrived on scene and found the driver trying to move his vehicle away from the utility pole he hit. Standard Field Sobriety Tests were conducted and the driver was arrested for Operating While Intoxicated. Cedar Falls Utilities was notified to repair the damaged pole.
- Officers assisted Waterloo Police Department just inside of the Waterloo city limits with a possible Constructions Burglary in progress on Greenhill Road. Cedar Falls Police Department provided

perimeter security while Officers from Waterloo Police Department conducted a Search of the apartment complex under construction.

- Officers were called to 1923 #5 University Drive for Loud Music. Residents were Warned and Advised.
- Officers were called to 4818 #5 Algonquin Drive for Loud Music. Subjects were Warned and Advised.
- Officer checked on a vehicle at 1524 Independence Avenue. The vehicle was broken down.
- Officer noticed an unattended fire in the driveway at 1728 Vera Way. The owner was Advised.
- Officers were called to 2235 #20 for an Assault. Officers arrested a male subject for Child Endangerment for assaulting his daughter. She had injuries to her neck and her face consistent with victim/witness statements.
- Officers were called to 1815 Franklin Street for a subject trying to get into a house. Officers located the subject who was intoxicated. The subject was processed and taken home to a sober adult.
- Officers were called to 7314 Chancellor Drive for a Police Alarm. This was a False Alarm.
- Officers were called to 1615 College Street for a Loud Party. Subjects were Warned and Advised.
- Officers were called to a Disorderly at 709 State Street. Problem party was 17 year-old son. He went to bed for the night.
- Officers were called 215 Walnut Street for a Loud Party. They were Warned and Advised.
- Officers were called back to 709 State Street for a Disorderly. The male was transported to Covenant Hospital for a committal.
- Officers were called to 2003 C Waterloo Road for a possible Gas Leak. Officers were not needed at this Call.
- Officers located a Suspicious Vehicle at Pfeiffer Park. The subjects were Warned of Park hours.
- Officer located a Suspicious Vehicle at Look Out Park. The subjects were Advised of Park hours.
- Officers were called to the 1400 block of Clay Street for a possible Shots Fired. Officers Searched the area and were not able to locate anything Suspicious, nor any evidence that a gun was fired.
- Officers Stopped a Suspicious Vehicle leaving the area of the Shots Fired Call. The driver was Driving on a Suspended License.
- Officers from Special Enforcement Team worked the Cottage Row Road area in an Unmarked Patrol vehicle in response to the several Car Burglaries reported in that area.
- Officer called to Sartori Hospital for a gunshot victim. Officer made contact and learned the self-inflicted leg wound occurred at the victim's home in Parkersburg. Officers assisted Parkersburg.
- Officers called to the 2900 block of Minnetonka Drive for a report of subjects walking through the back yards carrying a backpack. Officers checked the area and were unable to locate anyone or anything disturbed.
- Officers called to an Alarm at Cricket Wireless. Officers found the front door unlocked and the alarm going off. Contact was made with the owner and learned there was nothing missing. The business will review cameras to make sure there was no entry to the store.
- Officers called to a Disorderly at College Square Manor. It was reported the Reporting Party's son was causing problems. He left prior to Officer's arrival.
- Officers were called to a residence to report Vehicle Vandalism. The Vandalism happened at Island Park while the Reporting Party's daughter had the car. The suspects threw rocks at the car. The suspects were known and an investigation continues.
- While in the area of Island Park, Officers made contact with subjects that were fishing in the area. A check of one of the subjects found that they had an Outstanding Warrant for Forgery. The suspect was taken into custody and transported to Black Hawk County Jail.
- Officers were called to the area of East 9th Street for subjects going around knocking over garbage cans. Officers were unable to locate the subjects.
- While on Patrol, Officers found a vehicle parked on Ironwood Drive with the door open. Officers located the Registered Owner and had they checked the vehicle. All checked OK.
- Officers continued Unmarked Patrol in the area of Center Street in the North neighborhoods, as well as, home construction sites within the city.
- Officers were called to an Abandoned Vehicle in the middle of the road on Viking Road by Winterberry Drive. Officers were able to track down the Registered Owner and he advised he ran out of gas. Officers stood by and assisted getting the car running.

- Officers were called to a report of a man shouting he had been shot and a possible Shot Fired by Gold Falls Villa. Officers checked the area and made contact with the Reporting Party. After a Search, Officers were unable to locate anyone or any evidence of a shot being fired. There was only the one call to Dispatch.
- Officers conducted numerous Checks to the City Parks as well as several apartment complexes. Officers also coordinated Unmarked Surveillance of North Cedar and other construction areas.
- Officers were called to assist the Reporting Party's 17 year-old daughter, who was having a schizophrenic episode. Officers assisted the paramedics and the juvenile went to the hospital voluntarily.
- Officers were called to an address on Sunnyside Circle for a Domestic Assault and a female that was acting suicidal. When Officers arrived, they were met at the front door by a female holding a handgun. The gun was removed from the scene without incident. It would be learned that the females were partners and the victim confronted the suspect of being unfaithful. An argument began and the suspect pulled out a handgun and pointed it at the victim and threatened to kill her. Next, the suspect put the gun to her own head and threatened to kill herself. The suspect was committed for an evaluation and a Court Order was completed for her arrest once she is released.
- Officers conducted a Traffic Stop on a suspected Intoxicated Driver. The driver was intoxicated and refused to get out of the vehicle. The suspect was removed from his vehicle and a struggle ensued. The suspect was arrested and it was learned that the arrest would be Operating While Intoxicated 3rd Offense (for the second time).
- Officers were called to Sartori Hospital for a female Assault victim. Officers investigated and found the female was victim of a Domestic Assault. The female found out that Officers would be investigating the Assault and she refused to cooperate. Officers made contact with the Black Hawk County Sheriff Office and are continuing an investigation into the Domestic Assault.
- Officers were called to 2008 Center Street for damage to a vehicle report.
- An Officer was called to Highway 58 at Highway 57 for a dead deer in the roadway. The Officer did not locate the deer.
- Officers were called to 1104 West 22nd for Loud Music. When Officers arrived, the residence was all quiet.
- Officer while on Patrol located a vehicle parked near Aikey's Salvage Yard. The vehicle was unoccupied. Officers gave the area Extra Attention for the night.
- Officer while on Patrol noticed the lights on one of Benton's cement trucks was on. The Officer checked the vehicle and there was no one around.
- Officers were called to 5219 Glacier for a Hit-and-Run Accident. Two vehicles were struck by an unknown vehicle.
- Officers were called to 304 Catherine Street for a Disorderly between a male and a female. The male agreed to leave for the night there was no assault.
- Officer, while on Patrol, noticed a vehicle in Gateway Park. Officer Advised the subjects of Park hours.
- Officers were called to Panther Lane for several subjects running around in the area. Officers did locate the subjects. One subject was issues a Minor In Possession ticket.
- Officer took a Harassment report from 3328 Panther Lane.
- Officers were called to a Loud Party at 2110 Washington Street. The subjects were Warned and Advised.
- Officers were called to The Wild Hare at 2512 White Tail Drive for a Police Alarm. This was a False Alarm.
- Officers were called to 304 Walnut Street for possible subjects Driving Intoxicated. Officers did not locate the subjects.
- Officers were called to 400 West Ridgeway Avenue for a Police Alarm. This was a False Alarm.
- Officers were called to back to 304 Walnut Street. The Reporting Party believes he located an ID from one of the subjects he believed was operating intoxicated from earlier Call.
- Officer was called to 1927 West 1st Street for a Suspicious Subject at the address. The subject was not located, but will be Advised of Trespass.
- Officers were called to 18th Street and Waterloo Road for a possible Drunk Driver. Officers could not locate the vehicle.

- Officers were called to 1623 Lone Tree Road for a Loud Party. The subjects were Advised.
- Officers were called to the Police Department to return a call for a report of Harassment.
- Officers were called to 700 West Ridgeway Avenue for a Loud Music. Subjects were Warned and Advised of the complaint.
- Officer took a phone call report of Harassment. A report was made.
- Officers were called to 9th and Main Streets for a female screaming in that area. Officers did not locate anyone.
- Officer was called to Union Road and University Avenue for a broken down vehicle. The vehicle was towed and the Officer gave the subject a ride home.
- Officers were called to 6700 University Avenue for an Intoxicated Subject walking down middle of street. Female was arrested for Intoxication and given a Promise To Appear then taken home.
- Officers were called to the Cedar Falls High School parking lot for several subjects being loud in the parking lot. Subjects were sent on their way Warned and Advised.
- Officers were called to 4138 Wynnewood Drive for two subjects who rang the Reporting Party's doorbell then walked off. Officers did not locate the subjects.
- Officers were called to 224 Sandahlwood Circle for a subject knocking on their door. Officers searched the area, but did not locate the subject.
- Officers were called to the Suburban Extended Stay for a Suicidal Subject. Officers assisted with the call. The subject went with the ambulance.
- Officers were called to Veridian Bank at 2322 West 1st Street for a Police Alarm. This was a False Alarm.
- Officers were called to 2218 Walnut Street for the possible smell of Marijuana. Officers did not find the odor.
- Officers were called to 709 State Street for a Suicidal Subject. The subject went with the ambulance.
- Officers were called to 2515 Main Street for a possible Operating While Intoxicated. Officers did not locate the vehicle.
- Officers were called to check on a female outside of Deringer's Public Parlor at 314 Main Street. The female checked OK.
- Officers were called to 500 East 9th Street for a vehicle blacked out. The vehicle and occupants checked OK.
- Officers were called to the Cedar Falls High School for Suspicious Vehicles. The subjects checked OK and were sent on their way.
- Officers were sent to Island Park for a Suspicious Vehicle. The vehicle and the occupants checked OK and were sent on their way.
- Officers were called to 1103 Garnet Road for a Suicidal Subject. The subject was turned over to a parent for the night.
- Officers were called to 2415 Franklin Street for two Suspicious Males. Officers did not locate the subjects.
- Officers were called to Casey's General Store at 601 Main Street for a Disorderly. Officers did locate the subjects and no assault occurred.
- Officers checked out with a Suspicious Subject at 2708 Bicentennial Drive. The subject checked OK.
- Officers were called to 9614 University for Loud Subjects. Officers located and Warned the subject of the complaint.
- Officers were called to 1715 Linden for a Disorderly Subject. Officers did not locate the subject.
- Officers were called to 4749 Loren Drive for a Disorderly. The fight was verbal only and both parties were separated for the night.
- Officers were called to 1817 Delta Drive for a Loud Complaint. The subject was Warned and Advised.
- Officers were called to the Suburban Extended stay for a Disorderly Subject. He was removed from the hotel.
- Officers were called to the 1000 block of Division Street for a Suicidal Subject. She was assisted.
- Officers were called to 917 West 23rd Street for Loud Subjects. They were Warned and Advised.

- Officers were called to 315 Washington Street for a Suicidal Subject. Subject was assisted and went with ambulance.
- Officers were called to a Loud Party at 21st and Tremont Streets. The subjects were Warned and Advised.
- Officers were called to the area of Four Winds Drive and Hudson Road for a possible Operating While Intoxicated. Officers located the vehicle and the operator was not drunk.
- Officers made a Traffic Stop at 21st and Clay Streets. The Operator was arrested for Operating While Intoxicated.
- Officers were called to 323 East 12th Street for Loud Subjects. They were Warned of the complaint.
- Officers were called to a vehicle that had been damaged at 1600 College Street. A beer bottle had been thrown at the back window causing damage.
- Officers were called to 700 West Ridgeway Avenue for Loud Subjects. The subjects were Advised of the complaint.
- Officers were called to Greenhill and Hudson Roads for subjects going through the recyclables. They were sent on their way.
- Officer saw a Suspicious Subject at 2200 Main Street. The subject checked OK.
- Officers were called to 2201 Thunder Ridge Boulevard for a Disorderly Subject. He was located and arrested for Intoxication.
- Officers were called to 1120 Columbine Drive for Loud Subjects. They were Warned and Advised.
- Officers noticed some Suspicious Subjects on Wedgewood Drive. The subjects had a vehicle full of power equipment like snow blowers. It was determined that they took the stuff from Blain's Farm and Fleet garbage. Blain's requested they put the equipment back and not be charged.
- Officers were called to the Hampton Inn for Disorderly Subjects. Subjects were separated for the night.
- Officers were called to 1504 Main Street for a Loud Party. Subjects were Warned and Advised of the complaint.
- Officers were called to 117 West 22nd Street for a possible Weapons Violation. Subjects reported hearing gunshots. Officers did not locate anything.
- Officers were called to Mary Lou's for a Police Alarm. This was a False Alarm.
- Officers were called to 2221 Iowa Street for a Suspicious Vehicle. Officers did not locate the vehicle.
- Officers were called to McDonald's on Main Street for a group of Disorderly Subjects in their lobby. The subjects were made to leave the business.
- Officer noticed subjects being Disorderly at 22nd and Olive Streets. When Officers made contact with the subjects, they Advised the problem parties had ran-off and were no longer there.
- Officer noticed a male subject walking with an alcoholic beverage. The subject was arrested for Intoxication.
- Officers were called to 622 18th Street for Loud Music. It was a subject in his garage. He was told to turn it down.
- Officers were called to 4410 University Avenue at the Extended Stay for a Disorderly. Officers made contact and there was no Disorderly.
- Officers were called to 4226 Spruce Hills Drive for a Suspicious Subject who tried to enter a residence. Officers did not locate anyone.
- Officer noticed subjects at the Skate Park after hours. They were notified of Park hours and were Advised to leave.
- Officer noticed a Suspicious Subject at the recycling area at 214 North Magnolia Drive. The subject was sent on their way.
- Officers were called to 2216 Lincoln Street for an Assault. After taking statements from the victim and a witness, Officers arrested one male subject for Serious Assault, Theft 4th, and Possession of Marijuana.
- Officers were called to 2427 Terrace Drive for subjects with flashlights and dogs barking. Officers spoke with a neighbor who advised that he has several raccoons in his yard and his dog was barking. He advised that he was using the flashlight to scare the raccoons away.
- Officers were called to Planned Parenthood at 2520 Melrose Drive for a Police Alarm. It was the cleaning crew that set off the alarm.

- Officers were called to 1409 Springbrook Drive for Loud Music in the area. Music was located at 1422 Panther Lane. Subjects were Advised of the complaint.
- Officers were called to 1428 Laurel Circle for a subject who was possibly suicidal. Officers did check on the subject was sleeping and was with his parents. He was not suicidal.
- Officers were called to the parking lot of Goodwill to meet with a subject who needed assistance. Officers assisted the subject to the hospital for a committal.
- Officer checked out with several subjects at the High School. The subjects were juveniles in possession of alcohol and were taken and turned over to their parents.
- Officers were called to 1204 Bluff Street for a possible suicidal subject. When Officers met with the subject did advise that she was suicidal and went with the ambulance.
- Officer was called to 3104 Grand Boulevard for a Welfare Check. A male was threatening to come to that address and cause problems. The Officer checked with residents and all checked OK.
- Officers were called to 3205 McClain Drive for a possible Assault. When Officers located the subject he was extremely intoxicated and had not been assaulted. He was arrested for Operating While Intoxicated. While in custody and being taken out of the car at Black Hawk County Jail, the subject spit in the Officer's face. He was also charged with Assault on a Peace Officer.
- Officers were called to 323 East 12th Street for a male who was coming down off of Meth and was asking for help. Officers assisted the subject to the hospital.
- Officer located a Suspicious Vehicle at 18th and State Streets. The vehicle checked OK.
- Officers were called to 1315 Washington Street for a 911 Hang-Up Call. The residence checked OK.
- Officers were called to Ashworth Drive and Greenhill Road for a car/deer Accident.
- Officer was called to 4317 Newland Drive for a report of Harassment.
- Officers were called to 3610 Veralta Drive for a Disorderly. The parties were split up for the night there was no assault.
- Officers were called to 23rd Street and Hudson Road for a vehicle that just had eggs thrown at it. Officers located the suspect vehicle. They admitted to throwing applesauce. The victim did not realize this was a friend pranking him. Victim did not want charges.
- Officer witnessed an Accident at 1st and Main Streets. A report was filed.
- Officer Stopped a vehicle for a Traffic Violation at 2000 College Street. The driver was arrested for Operating While Intoxicated and the passenger was arrested for Possession of Marijuana.
- Officer noticed a vehicle hitting a fire hydrant at 18th and Walnut Streets. The driver was arrested for Operating While Intoxicated. Cedar Falls Utilities was called and the hydrant was taken out of service.
- Officer made a Traffic Stop at 700 Main Street. The driver was arrested for Operating While Intoxicated.
- Officers were called to 916 Olive Street to assist on a Medical Call. The subject was dead and medical was not able to revive.
- Officers called to a subject possibly in the garage at a house on Green Creek Road. Officers arrived and found the residence secured and the garage empty.
- Officer called to an Assault that occurred at Hudson Road and Technology Parkway. A case of Domestic Assault is being investigated.
- Officer called to The Fountains for a report of a Suspicious Vehicle. Upon arrival, Officers found a subject passed out in his vehicle parked at the front doors in the grass. The driver was arrested for Operating While Intoxicated.
- Officer made a Traffic Stop on a vehicle at 12th and Main Streets for a Traffic Violation. The driver was arrested for Operating While Intoxicated.
- Officers called to Voodoo Lounge for a report of a Disorderly. The subjects were having a verbal altercation in the alley behind the bar. They were sent on their way.
- Called to a Loud Party at 203 West 21st Street. Upon arrival, Officers found a large party inside the house. The party was shut down and everyone was told to leave. Approximately 35-40 subjects left the house. A Loud Party Referral was done.
- Officers called to the area of the Hill for a Fireworks complaint. Officers made contact at a residence and found no evidence of fireworks. It was all quiet after the initial complaint.
- Officers called to the Stuffed Olive for a Disorderly customer. The business wanted the subject removed and Advised not to come back.

- Officer called to an Alcohol Overdose at 621 West Seerley Boulevard. The subject was transported to the hospital.
- Officers called to a Loud Party (wedding reception) in the 1800 block of Maplewood Drive. Spoke with the homeowner and they said they were shutting it down for the night.
- Officers flagged down by Little Bigs bar staff about a subject causing a problem. The subject was Advised to leave and was released to some friends.
- Officers called to University Book and Supply for a subject passed out in the parking lot. The subject passed out turned out to be the same subject causing problems an hour earlier. The subject was arrested for Public Intoxication. During a Search, Officers also found Marijuana in his pocket.
- Officers called to Highway 218 and Lone Tree Road for a report of a subject passed out on the road. Officers and paramedics arrived and determined the subject was suffering from low blood sugar. He was assisted home after refusing further medical treatment.

INVESTIGATIVE UNIT – Captain Jeff Sitzmann

- All Investigators attended Firearms Training during the month of May. There were more sessions this month because of the COVID-19 Pandemic. We attempted to limit the number of people to 10 in each Training group.
- Investigators continue to work on the Homicide investigation from last December. One subject involved in the incident was charged with 1st Degree Robbery during the month of May. He was already in custody on a charge related to the incident.
- Investigators continue to work on a string of Residential Burglaries which took place in Cedar Falls during the latter part of 2019. One suspect has been identified at this time.
- Our Investigators, along with the Department of Human Services, have been in contact with family members involved in the suspected Assault of a juvenile male. An interview has been conducted at the Child Protection Center to determine the extent of the suspected Assault. We will be in contact with the County Attorney's Office during this investigation.
- Investigators are conducting follow-up on an Identity Theft case in which the suspect pretended to be the victim on social media platforms. The suspect's goal was to profit from photos of the victim which were illegally disseminated. The victim learned of this through a third party.
- Member of the Investigative Unit have followed-up on several Sexual Assault investigations. One of the investigations involves a case from 2013 and others are more recent. It has been more difficult to follow-up because a lot of the people involved have left town now the University of Northern Iowa is not in session. We continue to work with the County Attorney's Office on these cases.
- While cleaning a recently purchased home, a Cedar Falls resident uncovered evidence of Child Pornography. It is assumed the evidence belonged to the previous owner of the house. The case is still under investigation.
- Arrest Warrants were obtained for a subject suspected of being involved in a check cashing scheme. The subject presented checks for various dollar amounts and was able to obtain cash for the checks. It was later learned that the checks were from a closed account and not authorized by the person associated with the account.
- Beginning 05/18/20, allowed to release property again.

CSI:

- 05/07/20 – Assisted First Shift Officers with processing Vandalism on Independence Avenue.
- 05/21/20 – Assisted First Shift Officers with a Death on Royal Drive.
- 05/24/20 – Assisted First Shift Officers with processing an Assault on Nordic Drive.
- 05/25/20 – Assisted Second Shift Officers with processing a Death on Maplewood Drive
- 05/26/20 – Assisted Cedar Falls Fire, Evansdale Fire, and Evansdale Police Department with documenting a possible Arson scene in Evansdale.

Crime Lab:

- One item of evidence was taken to the State Crime Lab for processing.

Property Room:

- Thirty-seven items of property were released to their owners.

Evidence / Property:

- Physical evidence entered: 37
- Found property entered: 12

- Property held for safekeeping: 5
- CD's entered by Officers: 59
- Attorney video copies sent: 123
- Attorney requests (not video): 2
- Building videos archived: 37

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Training for Reserve Officers was held on 05/12/20. This was Firearms Qualification at the Black Hawk County Range. Reserve Officers were divided into groups to comply with COVID restrictions and everyone qualified with no issues.
- Reserve Officers Spray and Hines continued to Field Train on Second and Third Shift Patrol with career Officers.
- Reserve Officers coming in for Trail Patrol on 05/19/20 were re-assigned to assist with Patrol on Second Shift.
- Reserve Officer Aries attended additional Firearms Training on 05/29/20 working toward his Weapons Certification.
- Reserve Officers assisted with Trail Patrols of the busy recreational trails around town during the month of May. This has been well received by our citizens.
- Reserve Officers assisted with monitoring traffic during the Valley Lutheran Parade for graduates on May 9th.
- On 05/29/20, Reserve Officers Buck and Jaeger assisted with the Senior Parade for Cedar Falls High School held Downtown. They primarily assisted with Traffic Control and monitored the area for any issues.
- Reserve Officers Jaeger and Burg both completed their National Crime Information Center (NCIC) Training and Re-certification during the month of May.
- During the month of May, the Reserve Unit logged a total of 90.5 hours of Ride Time and Training Time off-duty. Three hours of on-duty time were logged. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	10.5
Bostwick, J	2
Buck, M	16
Burg, A	4
Cross, K	5.5
Erickson, N	2.5
Griffin, T	6.5
Hines, C	12.5
Jaeger, D	17
Spray	14
TOTAL	90.5

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Lieutenant Rea continued with her Grow Iowa / Cedar Valley Leadership classes.
- Police In-Service Training in May was abbreviated to comply with the Governor's proclamation for COVID-19 restrictions. May In-Service Training consisted of Daylight Firearms Qualifications for duty weapon, secondary back-up weapon, and off-duty carry. Training was held outside at the Black Hawk County Sheriff's Office Raymond Training Range.
- All May out-of-town training was cancelled due to COVID-19 restrictions.
- Officer Christian Baumgartner graduated from the Basic Level II Academy Training at Hawkeye Community College. He has begun his Field Training.
- Lieutenant Smith continued his on-line Command School Training through Northwestern University.
- Some Officers received their annual CPR Training, which had been rescheduled from March due to COVID-19 restrictions.

POLICE RECORDS – Lieutenant Marty Beckner

- Transmission of all Traffic and Criminal Software (TRACS) based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

POLICE STATISTICS:

	<u>May 2020</u>	<u>Total 2020</u>
Group A Crimes		
Forcible Rape/Sodomy/Fondling	0	9
Robbery	0	1
Assault	5	50
Arson	0	1
Extortion/Blackmail	0	1
Burglary/B&E	5	37
Theft	17	170
Motor Vehicle Theft	0	12
Counterfeit/Forgery	0	8
Fraud	3	29
Vandalism	7	58
Drug Offenses	7	48
Porno/Obscene Material	0	1
Weapon Law Violation	0	6
Group B Crimes		
Bad Checks	1	5
Disorderly Conduct	1	16
Driving Under Influence	6	34
Drunkenness	5	73
Non-Violent Family Offense	1	4
Runaway	2	10
Trespassing	0	5
All Other Offenses	2	35
Group A Total:	44	431
Group B Total:	18	182
Total Reported Crimes:	62	613
Traffic Accidents		
Personal Injury	3	16
Property Damage	13	150
Total Reported Accidents	16	166
Driving Offenses		
Driving While License Barred	1	6
Driving While Denied/Cancelled/Suspended/Revoked	0	9
Eluding Police Vehicle	0	1
Total Driving Offenses	1	16
Alcohol/Tobacco Violations	0	106
Calls For Service	981	5,515
Total Arrests	43	289

CEDAR FALLS FIRE RESCUE

MAY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Provided 31 Public Relations Activities related to the 'Birthday Drive-By Initiative' with Police.
- Station #1 (Green Shift):
 - Provided 13 Public Relations Activities related to the 'Birthday Drive-By Initiative' with Police.
- Station #1 (Red Shift):
 - Provided 38 Public Relations Activities related to the 'Birthday Drive-By Initiative' with Police.
 - Provided one Public Relations Activity assisting in Valley Lutheran High School Graduation.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- May Rental Inspections: 1
- May Re-Inspections: 4

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Public Safety Officers completed their Monthly Checklist of Knowledge and Performance Tasks.
- Public Safety Officers continued their Fire Fighter 1, Fire Fighter 2 and Hazardous Materials Certification Testing.
- May Walkthroughs at the University of Northern Iowa were cancelled due to COVID-19 precautions. The Training was modified to ensure compliance with COVID-19 restrictions.
- Fire In-Service Training consisted of Hose Testing.
- All May out-of-town Training was cancelled due to COVID-19 precautions.
- Public Safety Officers Lechtenberg and Helgeson completed their EMT classes.
- Some Public Safety Officers took their Knowledge and/or Driving Tests to obtain their Chauffeur's License so they can train to drive Fire apparatus.
- Captain Smith and Lieutenant Ladage took an on-line Training class "What is Evidence at a Fire Scene?" from the Public Agency Training Council.

FIRE RECORDS – Lieutenant Marty Beckner

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- Self-Contained Breathing Apparatus (SCBA) Inspection the first Wednesday
- Self-Contained Breathing Apparatus (SCBA) Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical	124	124	98	87	74							
Cancelled, False Alarms, Good Intent	42	54	44	58	57							
Fire, Heat, Hazard, Weather Related	12	8	13	13	13							
Totals	178	186	155	158	144							

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794	2,113

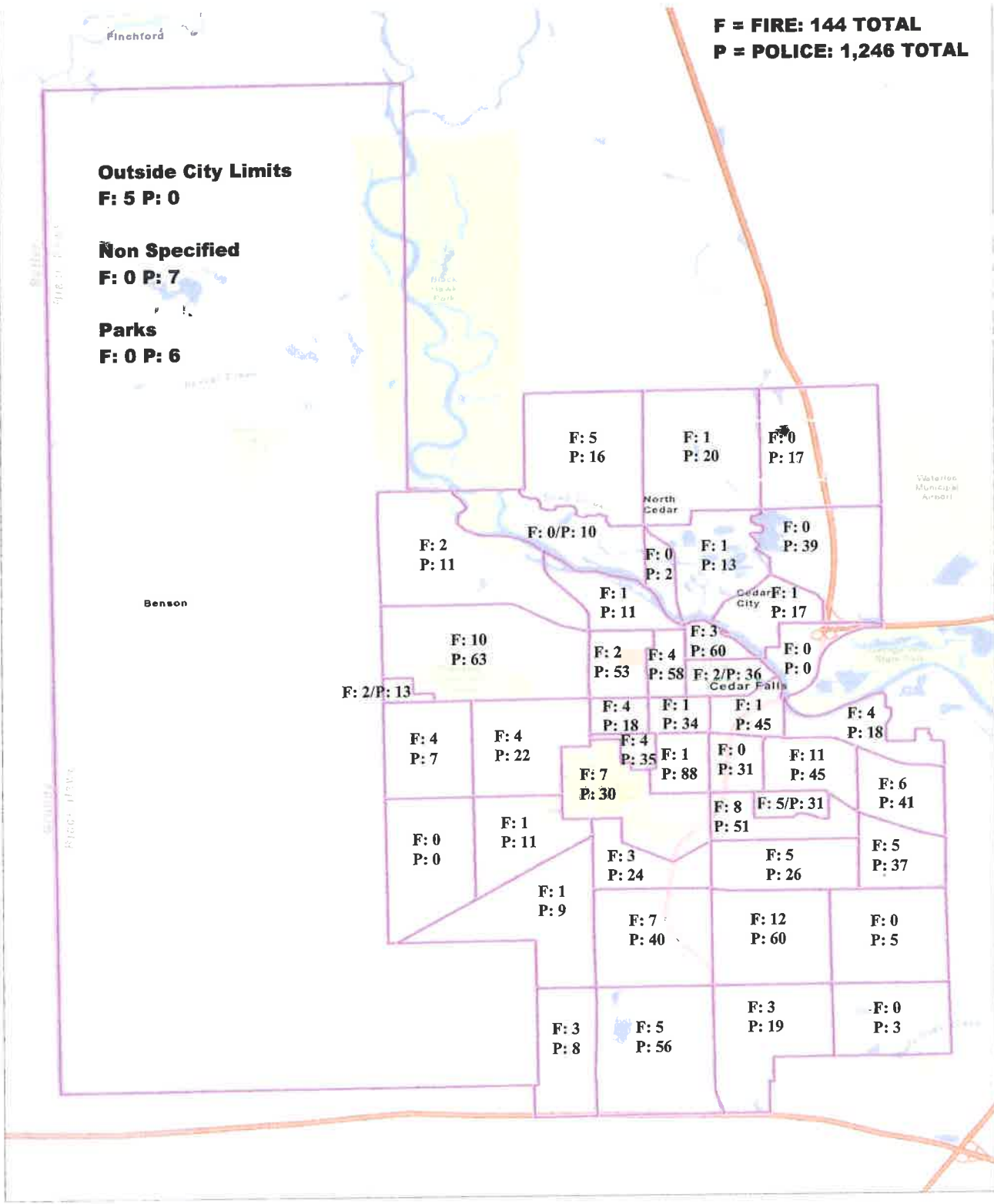
Cedar Falls Public Safety Grid Map

F = FIRE: 144 TOTAL
P = POLICE: 1,246 TOTAL

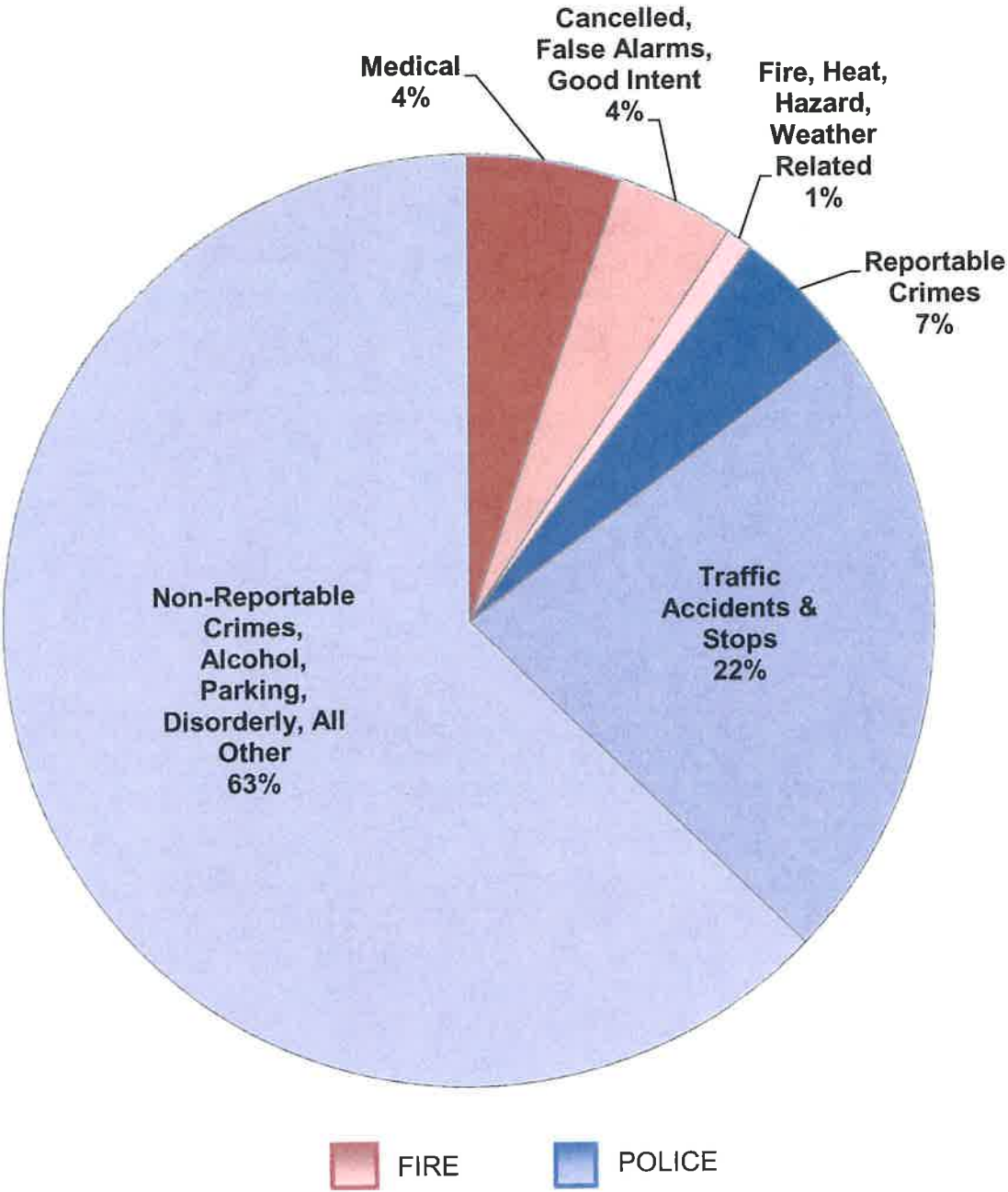
Outside City Limits
F: 5 P: 0

Non Specified
F: 0 P: 7

Parks
F: 0 P: 6



Cedar Falls Public Safety Experience Survey (May)



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Assistant Police Chief
Date: July 1, 2020
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - renewal.
- b) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- c) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- d) The Other Place, 2214 College Street, Class C liquor - renewal.
- e) B & B West, 3105 Hudson Road, Class E liquor - renewal.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: June 22, 2020
SUBJECT: Personnel Policy changes

Following and attached are proposed updates to the City’s Personnel Policies, followed by an explanation for each.

I would be happy to answer any questions.

Staff recommends approval.

Thank you.

203: DRUG FREE WORKPLACE

Policy:

It is the policy of the City of Cedar Falls to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees are expected to report to work in a mental and physical condition capable of performing their duties.

Within the framework of State and Federal law, it is the policy of the City of Cedar Falls to conduct drug and alcohol testing of all applicants for full-time positions. The City may, at its own discretion, require testing of selected full-time, temporary and part-time positions. The City recognizes that drug and alcohol abuse can pose a serious threat to employees, and others, and establishes this policy to help maintain a safe, healthy, injury-free work environment.

Portions omitted in the interest of space.

- (1) Post-accident – The City may require current employees to submit to drug and/or alcohol testing in investigating occurrences that result in personal injury, including death, or property damage, as follows:~~accidents in the workplace in which the accident resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Iowa Code Chapter~~

~~88, or resulted in damage to property, including to equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars.~~

a) For occurrences in the workplace caused by a City employee which result in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Iowa Code Chapter 88, the City employee causing the occurrence must submit to a drug and alcohol test as soon as practicable after the occurrence.

~~a.~~ (b) For occurrences on a public road involving DOT drivers, performing safety-sensitive functions at the time of the occurrence, or involving any City employee operating a vehicle or equipment in the course and scope of the employee's work for the City, accident, the DOT driver or other City employee, as the case may be, must submit to a DOT drug and alcohol test as soon as practicable possible after the occurrence of an accident that meets one of the following conditions:

1. An ~~occurrence~~ accident which involves the death of a human being.
2. In conjunction with the ~~occurrence~~ accident, the DOT driver or other City employee receives a citation for a moving violation and a person is injured because of the ~~occurrence~~ accident and the injuries require immediate medical treatment away from the ~~accident~~ scene of the occurrence.
3. In conjunction with the ~~occurrence~~ accident, the DOT driver or other City employee receives a citation for a moving violation and one or more motor vehicles involved in the ~~occurrence~~ accident incur disabling damage and must be transported away from the ~~occurrence~~ accident scene.

(c) DOT drivers and other City employees are prohibited from using alcohol for eight (8) hours following any occurrence as described in this policy accident in which they are operating a commercial motor vehicle or until undergoing a DOT drug and alcohol test.

(d) For DOT drivers and other City employees involved in an occurrence for which drug and alcohol testing must be performed under this policy, if a citation is not issued within eight (8) hours after such occurrence, no alcohol testing shall be performed. If a citation is not issued within thirty-two (32) hours after such occurrence, no drug testing shall be performed.

Portions omitted in the interest of space.

Explanation: Application of the post-accident drug and alcohol testing policy is being

clarified as related to non-DOT employees. DOT employee drug and alcohol testing remains the same.

213: TERMINATION OF EMPLOYMENT

Policy:

It is the Policy of the City of Cedar Falls to terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract; the permanent reduction in the work force; or for disciplinary purposes outlined in other sections of these Policies. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.

Comment:

(1) Employees must give written notice of their intent to resign or retire. Failure to give timely written notice of resignation or retirement may result in forfeiture of non-vested City benefits, no payment for accrued vacation, and ineligibility for reemployment. Notice requirements for retiring employees are found in **214: Retirement**. The following notices of resignation are required, unless waived or modified in writing by the City Administrator:

- (a) Department Directors and Division Managers must give at least four weeks' written notice of the last day work duties will be performed;
- (b) All other employees must give at least two weeks' notice of the last date that work duties will be performed.

(2) Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily quit. Consideration may be given in unusual circumstances or the employee's incapacitation preventing notification.

(3) In certain circumstances, the City may choose to require that employees leave employment immediately upon receipt of notice and employee will receive their pay until termination of notice period. Employees placed on such leave shall be required to immediately return all City identification cards, badges, keys, tools, manuals, City issued firearms and all other City property. During the period of such leave employees shall not have access to City buildings or facilities without advance authorization from the Department director, unless for a legitimate purpose unrelated to the employment or job duties of the employees.

Portions omitted in the interest of space.

Explanation: Clarifying requirements in the event of administrative leave.

403: TRAVEL

Policy:

It is the Policy of the City of Cedar Falls that business travel must be approved in advance and should be engaged in and reimbursed according to the guidelines below.

Comment:

(1) Employees holding jobs that require travel are expected to travel as a condition of employment. For all other jobs, travel is considered only an incidental function of the position, but may be required.

(2) All ~~in-state and out-of-state travel~~ requests for overnight and out-of-state travel must be approved by the City Administrator~~Mayor~~, or in the absence of the City Administrator~~Mayor~~, the Director of Finance and Business Operations~~Mayor Pro Tem~~. All non-budgeted travel requests are approved by the City Administrator~~Mayor~~ and Department Director. Travel request forms are available from the Financial Services Division and must be completed and approved prior to travel.

Portions omitted in the interest of space.

- a. Officer in Professional Organization: Employee serves as an officer in their respective professional organization. (Requires prior approval and encouragement by the City Administrator~~Mayor~~, and Department, where applicable.)

Portions omitted in the interest of space.

Explanation: Travel approval changed from Mayor to City Administrator as an administrative function.

404: MEMBERSHIP IN COMMUNITY ORGANIZATIONS, PARTICIPATION IN PROFESSIONAL ASSOCIATIONS, AND PROFESSIONAL LICENSES OR CERTIFICATIONS

Policy:

It is the Policy of the City of Cedar Falls to encourage employees to participate in the activities of certain community organizations and professional associations. The terms

“community organizations” and “professional associations,” as used in this Policy, do not include union activities or employee organizations.

Portions omitted in the interest of space.

- (c) If individual memberships are required by a professional organization, an employee may submit a request for membership to their Department Director (or City Administrator if a director) who may approve the request and forward it to the City Administrator~~Mayor~~ for final approval.
- (d) Additional memberships may be held by employees for special situations, with the City Administrator's~~Mayor's~~ approval, for reasons such as those required for conference registration or reduced rates in literary materials, lodging, and travel.

Portions omitted in the interest of space.

Explanation: Organization membership approval changed from Mayor to City Administrator as an administrative function.

506: VACATIONS

Policy:

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time, non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.

Portions omitted in the interest of space.

- (7) **Vacation Carryover Guidelines:** Any carryover of vacation shall be administered as follows:
 - (a) City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs: City Administrator, Department Directors, Division Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee,

extensions beyond those set forth in this subsection (a) may be allowed.

- (b) All Other Employees: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour shift) of vacation past the employee's anniversary date. If vacation is unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

Portions omitted in the interest of space.

Explanation: Made exceptions to vacation carry-over for management the same as for other City employees.

704: LEAVES OF ABSENCE

Policy:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

Portions omitted in the interest of space.

- (6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. However, in order to be reinstated to their same job or equivalent job, employees must return to work within 12 weeks after the expiration of an approved sick leave or FMLA leave, or for employees who do not qualify for FMLA leave, within 12 weeks of their first absence. This time may be extended upon recommendation of the Department Director and approval by the City Administrator for good cause, such as availability of additional earned sick leave. Employees who have taken personal, educational or public service leave cannot be guaranteed employment upon expiration of leave. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's physician. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the Financial Services Division. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though s/he were not on leave at the time of the

reduction in force.

Portions omitted in the interest of space.

Explanation: The maximum duration of sick leave has not been addressed previously. This policy change would set a deadline of 24 weeks or 12 weeks depending upon FMLA leave eligibility, for a return to work. This deadline could be extended.

706: SICK LEAVE

Policy:

It is the policy of the City of Cedar Falls to grant its full-time employees and part-time non-union employees (excluding seasonal and special purpose) paid sick leave during times of incapacitation for work or for the birth, adoption or foster placement of a child in accordance with the procedures below.

Comment:

~~(2)~~(1) Sick Leave Credited. Sick leave shall be earned by the employee as follows:

After first seven (7) days of employment One (1) day
 After thirty (30) days of employment One (1) additional day
 After each month of employment One (1) additional day

At the end of the first year, thirteen (13) days shall have been earned. After the first year of employment, an additional one (1) day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave. Upon beginning employment, the employee shall be credited with the first year's sick leave of thirteen (13) days. If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted from the employee's last paycheck.

Part-time, non-union employees' sick leave benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. Part-time, non-union employees' accrual of sick leave benefits will accrue on an annual basis rather than a monthly basis.

~~(3)~~(2) Use of Sick Leave. Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an illness or injury of a member of the immediate family, which includes the following: the spouse, children, grandchildren, brothers, sisters, parents and grandparents of both the employee and spouse. Sick leave may also be taken for the birth, adoption or foster placement of a child as provided for in

the federal Family and Medical Leave Act (FMLA). In emergency situations sick leave may be used for other purposes if approved in advance by the City Administrator.

~~(4)~~(3) Sick Leave/Benefit Notification. ~~In the event of sickness or injury,~~ The employee will receive straight time for each work day that said employee is absent while on sick leave ~~sick~~ to the extent of earned sick leave; but not more sick benefit per week than employee's pay for a normal work week. Sick leave is in no way to be construed as additional vacation time. Sick leave shall not be granted unless the supervisor or other persons as established by each department has been notified by not later than the starting time of the particular workday. Such notification should include a reason for the absence and an indication of when the employee is expected to return to work. If the supervisor is unavailable, the employee must contact the Division Manager or Department Director. If the employee is unable to notify the supervisor, Division Manager or Department Director, then the employee should contact the Personnel Specialist. Voice mail messages, text messages and emails are initially acceptable when personal contact cannot be made with a supervisor, Division Manager, Department Director, or Personnel Specialist, but the employee must continue to contact supervisors, managers and directors until the employee personally speaks to someone. Employees are required to personally notify unless emergency prevents personal notification. Employees are required to provide a telephone number where they can be reached when absent from work.

Portions omitted in the interest of space.

~~(5)~~(4) Substantiation of Sick Leave. At the discretion of the department head, sick leave covering a period in excess of two (2) working days must be substantiated by a written statement from a member of the medical profession, stating the nature of the sickness or injury, and that the employee is again physically able to perform their duties. Substantiation of birth, adoption or foster placement of a child may also be required. (See **701: Attendance and Punctuality**; **704: Leaves of Absence**; and **205: Medical Procedures** Policies.)

Portions omitted in the interest of space.

Explanation: Clarifying that birth, adoption and foster placement of a child qualifies for sick leave usage, which reflects current practice.

807: CONFLICTS OF INTEREST

Policy:

It is the policy of the City of Cedar Falls to prohibit its elected and appointed officials and all employees (~~except seasonal~~) from engaging in any activity, practice, or act that unlawfully conflicts with, or appears to conflict with, the interests of the City. To comply with State law, the City of Cedar Falls requires all full-time, permanent part-time and certain special purpose employees and elected and appointed City officials to sign an annual declaration of compliance with this Conflicts of Interest Policy. Since it is impossible to describe all of the situations that

may cause or give the appearance of an unlawful conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and only include some of the more clear-cut examples. (See *210: Outside Employment*).

Comment:

(1) Employees and City officials are expected to represent the City in a positive and ethical manner. Thus, employees and City officials have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Employees and City officials are required to sign a form containing a special statement acknowledging their understanding of and adherence to this policy on an annual basis. This form must be returned to the Department of Finance & Business Operations by January 1st of every year. Employees failing to return the form in a timely manner shall be subject to disciplinary action.

(2) Employees and City officials are not to engage in, directly or indirectly either on or off the job, any conduct that is disloyal, disruptive, or damaging to the City. Such prohibited activity also includes any illegal acts in restraint of trade.

(3) Employees, other than off-duty police officers, are not to accept any employment relationship with any organization that does business with the City. This prohibition on employment includes serving as an advisor or consultant to any such organization, unless that activity is conducted as a representative of the City. (See also *210: Outside Employment*.) Employees must discuss any outside employment and potential conflicts of interest with their Department Director and City Attorney for a determination of appropriateness of the outside activity or employment prior to the employee engaging in the activity.

(4) Employees and City officials must disclose any financial interest they or their immediate family have in any firm, business or organization that does business with the City. The City may require divestiture of such interest if it deems the interest to be in conflict with its best interests.

(5) Employees and City officials and their immediate family are not to accept gifts or services, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with the City. The meaning of gifts for purposes of this policy includes the acceptance of entertainment, free long-distance travel and lodging, and objects or produce with a value of \$3.00 or higher.

(6) Employees and City officials are not to give, offer, or promise, directly or indirectly, anything of value to any citizen, representative of a customer, of a potential customer, business entity, organization, or of a financial institution in connection with any transaction or business that the City may have with such citizen, customer, potential customer, business entity, organization or financial institution.

(7) Employees and City officials may learn or become aware of information about the City that, if known to the public, might affect the decision of a reasonable investor to buy, sell, or hold securities issued by the City. Employees and City officials are prohibited from misusing such material inside information prior to public disclosure by purchasing or selling the City's securities for their own account or for accounts of members of their immediate family. In addition, employees and City officials are not to disclose inside information to anyone, either inside or outside the organization, who does not have a lawful right to know it.

(8) Employees and City officials should exercise care so that no personal correspondence appears to be an official communication of the City. All outgoing correspondence should be accurate, appropriate, and work-related. Personalized City stationery and business cards may only be issued by the City. Employees and City officials are discouraged from using the City's address for receiving personal mail or other personal packages. Employees and City officials shall not use City stationery or postage for personal letters. Employees and City officials are prohibited from use of their job title for any purpose unrelated to City business.

(9) Any conflict or potential conflict of interest must be disclosed in writing to the City. For employees, failure to do so will result in discipline, up to and including termination.

Explanation: Makes conflict of interest policy specifically applicable to all City officials.

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Policy:

It is the policy of the City of Cedar Falls to maintain a workplace that is free from the effects of drug and alcohol abuse. Employees are expected to report to work in a mental and physical condition capable of performing their duties.

Within the framework of State and Federal law, it is the policy of the City of Cedar Falls to conduct drug and alcohol testing of all applicants for full-time positions. The City may, at its own discretion, require testing of selected full-time, temporary and part-time positions. The City recognizes that drug and alcohol abuse can pose a serious threat to employees, and others, and establishes this policy to help maintain a safe, healthy, injury-free work environment.

Comments:

1. PURPOSE

- a. The purpose of this policy is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal manufacture, distribution, dispensation, possession, sale, and use of illegal drugs (with the exception of legitimate police activities such as properly maintaining evidence on City premises).

The City of Cedar Falls values its employees and recognizes their need for a safe and healthy work environment. Establishment of a drug-free policy is consistent with the City's desired culture and is in the best interest of the City of Cedar Falls. The use of illegal drugs and controlled substance abuse, on or off duty, is inconsistent with the law-abiding behavior expected of all citizens. In addition, illegal drug use and controlled substance abuse inflicts a terrible toll on the Nation's productive resources and the health and well being of workers. Employees who use illegal drugs or are engaged with controlled substances on or off duty tend to be less safe, less productive, less reliable, and are prone to greater absenteeism, resulting in the potential for increased cost, delay, and risk in the City's business. Employees of the City of Cedar Falls have the right to work in a drug-free environment. For these reasons, the City of Cedar Falls will not tolerate illegal drug use, sale, or possession, or controlled substance abuse by its employees.

- b. The City of Cedar Falls is committed to maintaining a safe workplace free from the influence of illegal drugs and controlled substance abuse. In addition, the City will comply with the requirements of the Drug Free Workplace Act of 1988, the drug-free work force rules promulgated by the U.S. Department of Defense, U.S. Department of Transportation, and all other Federal agencies as well as all other Federal, State, and local laws and regulations.
- c. In the event that Federal, State, local and/or applicable regulations are amended, this Policy shall be deemed to have been amended automatically at that time, without the

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need for redrafting, in order to reflect and be consistent with Federal, State, local and/or applicable regulations. In such case, the City of Cedar Falls reserves the right to apply the amended requirements immediately, and without giving prior notice to individuals covered by this policy, unless such notice is required by Federal, State, local and/or applicable regulations.

- d. The Department of Transportation (DOT)/Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing requirements were established to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

The City of Cedar Falls recognizes that the use and abuse of drugs and alcohol pose a very serious threat to the health, safety, and well being of the organization and our community. Substance abuse jeopardizes the safety of our roadways and workplaces causing serious accidents and casualties. The DOT/FMCSA has issued regulations that govern the use of drugs and alcohol by commercial motor vehicle drivers, and which also require the City to conduct mandatory drug and alcohol testing of driver/driver applicant at the times and under the conditions described in this Policy.

It is the City's intention to comply fully with the DOT/FMCSA's regulations as set forth in Title 49, Code of Federal Regulations, Parts 382 and 40 governing drug and alcohol use and testing. The requirements of DOT/FMCSA's regulations have been incorporated into this Policy.

- e. No part of this Policy or any of the procedures hereunder, is however, intended to limit the City's right to manage its workplace or discipline its employees. Nor is it a guarantee of employment, continued employment, or of terms or conditions of employment.

2. SCOPE

- a. This policy applies consistently to all groups of employees unless specified otherwise. Some groups of employees (such as DOT drivers and DOT driver-applicants) are subject to additional requirements or are exempted from other requirements as regulated by Federal, State, local and/or applicable laws.
- b. DOT/FMCSA Programs
 - (1) Employees who hold a Commercial Drivers License (CDL) and who operate a commercial motor vehicle (CMV), or prospective drivers referred to as DOT driver-applicants, are subject to DOT drug and alcohol testing regulations. Participation in the City's controlled substances and alcohol testing program is a requirement of each DOT driver, and therefore is a condition of employment. DOT drivers must be in compliance with all DOT drug and alcohol testing regulations while performing DOT safety-sensitive functions.

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- (2) Periods of the workday when compliance is required under DOT drug and alcohol testing regulations include, but are not limited to, whenever a DOT driver is on duty, whenever a DOT driver is performing, or just about to perform a safety-sensitive function; and whenever a driver is otherwise engaged in City business. City business includes, but is not limited to:
- (a) Work performed on or in City property including a City vehicle;
 - (b) Work performed on or in a non-City vehicle being used for conducting City business; and
 - (c) Meal and break times; or
 - (d) At times otherwise specified in this Policy.

3. DEFINITIONS

- a. **“Abuse” of alcohol, a legal, or an illegal drug**: Any use of alcohol, substances, a legal, or an illegal drug, which impairs an individual’s faculties (other than use of a legal drug for appropriate purposes in accordance with applicable medical directions).
- b. **“Alcohol”**: Ethanol, isopropanol, or methanol.
- c. **“Commercial Motor Vehicle”**: means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - (1) Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds or;
 - (2) Has a gross vehicle weight rating of 26,001 or more pounds; or
 - (3) Is designed to transport 16 or more passengers including the driver; or
 - (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR §72, subpart F).
- d. **“DOT Driver”**: means any person who operates a commercial motor vehicle and any person who is required to possess and maintain a CDL for their job classification. This includes, but is not limited to: full time, regularly employed drivers; casual; intermittent or occasional drivers; leased drivers and independent; owner-operator contractors who are either directly employed by or under lease to the City of Cedar Falls or who operate a commercial motor vehicle at the direction of or with the consent of the City of Cedar Falls.

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- e. **“Drug”**: Any drug or substance defined as a controlled substance and included in schedule I, II, III, IV, or V under the Federal Controlled Substances Act, 21 U.S.C. 801 et seq. Also, an over-the-counter medication that is being abused.
- f. **“Employee”**: means a person in the service of the City of Cedar Falls.
- g. **“Good Faith”**: means reasonable reliance on facts, or that which is held out to be factual, without the intent to be deceived, and without reckless, malicious, or negligent disregard for the truth.
- h. **“Legal Drug”**: A drug for which the employee has a valid prescription, or over-the-counter drug.
- i. **“Licensed Medical Practitioner”**: means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
- j. **“Medical Review Officer”**: means a licensed physician, osteopathic physician, chiropractor, nurse practitioner, or physician assistant authorized to practice in any state of the United States, who is responsible for receiving laboratory results generated by an employer’s drug or alcohol testing program, and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with the individual’s medical history and any other relevant biomedical information.
- k. **“Prospective Employee/Applicant”**: A person who has made application, whether written or oral, to the City of Cedar Falls to become an employee; or a current employee transferring to a DOT position from a Non-DOT position.
- l. **“Reasonable Suspicion Drug or Alcohol Testing”**: means drug or alcohol testing based upon evidence that an employee is using or has used alcohol or other drugs in violation of the employer’s written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. For purposes of this paragraph, facts and inferences may be based upon, but not limited to, any of the following:
 - (1) Observable phenomena while at work such as direct observation of alcohol or drug use or abuse of the physical symptoms or manifestations of being impaired due to alcohol or other drug use.
 - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - (3) A report of alcohol or other drug use provided by a reliable and credible source.

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- (4) Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the current employer.
 - (5) Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88, or resulted in damage to property, including to equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars.
 - (6) Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- m. **"Safety-Sensitive Position"**: means a job wherein an accident could cause loss of human life, serious bodily injury, or significant property or environmental damage, including a job with duties that include immediate supervision of a person in a job that meets the requirements of this paragraph.
- n. **"Safety-Sensitive Function"**: means all the time from the time a DOT driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. DOT safety sensitive functions shall include:
- (1) All time at an employer location, terminal, facility, or other property, or on any other public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
 - (2) All time inspecting equipment as required by 49 CFR §392.7 and §392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - (3) All time spent at the driving controls of a commercial motor vehicle in operation;
 - (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR §393.76);
 - (5) All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 - (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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- o. **“Refuse to Submit”**: means that after an individual has been notified to provide a specimen for drug and/or alcohol testing, the individual does, but is not limited to the following:
- (1) Fails to provide a sufficient test specimen of breath, saliva or urine without a valid medical explanation;
 - (2) Tampers with or attempts to adulterate the specimen;
 - (3) Interferes with the collection procedure;
 - (4) Does not immediately report to the collection site;
 - (5) Does not remain readily available for testing in post-accident testing situations; and/or
 - (6) Refuses to complete and sign a chain of custody form during the specimen collection process.
 - (7) Fails to remain at the testing site until the testing process is complete.
 - (8) Fails to permit a directly observed or monitored collection if required.
- p. **“Sample”**: A sample from the human body capable of revealing metabolites, such as urine or saliva. “Sample” does **not** include blood, except in situations where a blood test was made on an employee involved in a workplace accident if the test was administered by or at the discretion of a person providing treatment to the employee and the test was not made at the request of or by the suggestion of the employer.
- q. **“Unannounced Drug or Alcohol Testing”**: means testing for the purposes of detecting drugs or alcohol which is conducted on a periodic basis, without advance notice of the test to employee, other than employees whose duties include responsibility for administration of the employer’s drug or alcohol testing program, subject to testing prior to the day of testing, and without individualized suspicion. The selection of employees to be tested from the pool of employees subject to testing shall be done based on a neutral and objective selection process and shall be made by a computer-based random number generator that is matched with employees’ social security numbers, payroll identification numbers, or other comparable identifying numbers in which each member of the employee population subject to testing has an equal chance of selection for initial testing, regardless of whether the employee has been selected or tested previously. The random selection process shall be conducted through a computer program that records each selection attempt by date, time, and employee number.

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4. WORK RULES

a. Use of a Legal Drug

- (1) **Prescription Drugs.** An employee may bring to work and take a prescription drug during work hours only if the drug has been prescribed for the employee by a physician or other authorized prescriber (such as a dentist) and only if the drug is taken in accordance with the prescriber's directions. All prescription drugs must be kept in the container in which they were received from the pharmacy or other dispenser. Use of a legal drug, in which the prescription is not in the name of the user (prescribed for another individual), is considered "abuse" of a legal drug.
- (2) **Over-the-Counter Drugs.** An employee may bring to work and take an over-the-counter drug during work hours only if the drug is used for its intended purposes and in accordance with package directions and any supplemental directions of the employee's physician.
- (3) **Notification.** An employee must notify their supervisor whenever he or she is using a prescription or over-the-counter drug, which potentially may affect safety or work performance. In making this determination, the employee should rely on the warnings or cautions that are received with the particular lawful drug. The City of Cedar Falls does not seek information on all drugs that an individual may be taking, but only those where there is an indication that the drug may affect performance, or there is a caution that one should not engage in certain activities which are part of the employee's job duties while taking the drug. The City of Cedar Falls reserves the right to take appropriate action including relieving an employee from work if the use of the drug is impairing or is deemed likely to impair the employee's faculties or work performance.
- (4) **Abuse.** Abuse of legal drugs or illegal drug use will not be tolerated.

b. Impairment during Work Hours

- (1) An employee whose faculties appear to be impaired during work hours will not be allowed to work, regardless of the cause.

An employee whose faculties are impaired during work hours due to the effects of the use of alcohol or illegal use of a controlled substance (including the abuse of a legal drug) is subject to discipline.

c. Prohibited Conduct:

- (1) An employee, including elected officials, bringing or attempting to bring onto City premises, property, or work site, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage while on City

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business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty, and whether or not on City business or property.

- (2) The use, possession, consumption, manufacture, distribution, transfer, attempting to transfer, sale or attempting to sell illegal drugs while on City business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty and whether or not on City business or property.
- (3) Controlled substance abuse while on City business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty and whether or not on City business or property.
- (4) Storing any illegal drug in a locker, desk, automobile, or other repository on City premises.
- (5) Being under the influence of an illegal drug or engaging in controlled substance abuse on City premises, or in City-supplied vehicles, or while on City business, or during working hours.
- (6) Testing positive for controlled substances without a reasonable medical explanation or legal basis for use.
- (7) Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing.
- (8) The use, possession, sale, or distribution of alcohol, or being under the influence of alcohol on City premises, or in City-supplied vehicles, or on City business, whether during working or nonworking hours.
- (9) Refusing consent to testing or refusing to submit a urine sample for testing when required by a City representative.
- (10) Failing, when requested by the City, to enroll in any alcohol or other drug treatment or counseling program and failing to adhere to the requirements of the program.
- (11) Being convicted under any criminal drug statute for a violation occurring in the workplace or outside of the workplace while conducting employer business.
- (12) Failing to notify City of any conviction under any criminal drug statute within five days of the event.
- (13) Failing to comply with rules and regulations promulgated under any testing programs maintained by the City pursuant to such rules and regulations.

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- (14) A DOT driver reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .02 or higher.
- (15) A DOT driver using alcohol while performing safety-sensitive functions.
- (16) A DOT driver performing safety-sensitive functions within four hours after using alcohol.
- (17) A DOT driver using alcohol for eight (8) hours following a DOT accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- (18) A DOT driver refusing to submit to a required drug and/or alcohol test.
- (19) A DOT driver reporting for duty or remaining on duty which requires the performance of safety-sensitive functions when the DOT driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- (20) A DOT driver reporting for duty, remaining on duty or performing safety-sensitive functions, if the driver tests positive for controlled substances.

5. FMCSA CDL DRUG AND ALCOHOL CLEARINGHOUSE

- a. All DOT drivers and DOT driver-applicants are subject to and must comply with FMCSA CDL Drug and Alcohol Clearinghouse ("Clearinghouse") laws, rules, and regulations as well as this policy.
- b. DOT driver-applicants must provide written consent for the City to conduct pre-employment Clearinghouse queries. Such applicants must also provide specific consent to the Clearinghouse for the City to access all information resulting from a full query. Such applicants must also provide written consent for the City to obtain drug and alcohol information from previous employers. Forms for required written consents shall be provided by the City. These requirements are a condition of consideration for employment with the City.
- c. DOT employees must provide written consent for the City to conduct Clearinghouse queries on an annual basis. DOT employees also must, as often as requested by the City, provide specific consent to the Clearinghouse for the City to access all information resulting from a full query. Forms for required written consent shall be provided by the City. Failure to provide such consents may result in suspension of all of the employee's safety sensitive functions, or discipline up to and including termination of employment, or both.

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- d. The following information collected and maintained by the City shall be reported to the Clearinghouse:
- (1) a verified positive, adulterated or substituted drug test result;
 - (2) an alcohol confirmation test with a concentration of 0.04 or higher;
 - (3) a refusal to submit to any drug or alcohol test;
 - (4) actual knowledge on the part of the City of a drug or alcohol violation;
 - (5) on duty alcohol use;
 - (6) pre-duty alcohol use in violation of federal regulations;
 - (7) post-accident alcohol use in violation of federal regulations;
 - (8) controlled substance use in violation of federal regulations;
 - (9) a substance abuse professional's report of the successful completion of a return-to-duty test;
 - (10) a negative return-to-duty test;
 - (11) the City's report of follow-up testing.
- e. Improper access, use or release of any information accessed in the Clearinghouse may result in civil or criminal penalties and/or may result in discipline up to and including termination of employment.

6. DISCIPLINARY ACTION – CONSEQUENCES FOR VIOLATING THIS POLICY

- a. Prospective Employee or DOT Driver-Applicant Discipline in Connection With a Drug or Alcohol Test:

Prospective employees or DOT Driver-Applicants are required to undergo a drug screen. A prospective employee or DOT driver-applicant's positive drug test result or the refusal to submit to testing will result in the City's refusal to hire the prospective employee or DOT driver-applicant. Prospective employees or DOT Driver-applicants must receive a negative drug test result without any integrity flaws as a condition of employment. Prospective employees or DOT Driver-applicants receiving a negative drug test result with the integrity flaw "low specific gravity and creatinine level," will be provided the opportunity to retest one time. The City's refusal to hire does not

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prevent the prospective employee or DOT driver-applicant from later initiating another inquiry with the City.

b. Current Employee Discipline in Connection with Drug and/or Alcohol Possession, Transfer or Use, Other Than Use Detected by a Drug Test:

Except as provided under Work Rules-Legal Use, an employee bringing or attempting to bring onto City premises, property, or work site, having possession of, using, consuming, selling, transferring, or attempting to sell or transfer, any alcoholic beverage, or any prescription drug or any form of controlled substance while on City business or at any time during the hours between the beginning and ending of the employee's work day, whether or not on duty, and whether or not on City business or property, is guilty of misconduct and is subject to discipline including discharge or suspension without pay, even for the first offense.

c. Current Employee Discipline in Connection With a Drug and/or Alcohol Test:

Employees may be required to undergo a drug and/or alcohol test under certain circumstances. The following is a list of **uniform** requirements for what action the City will take against the employee upon receipt of a confirmed positive drug and/or alcohol test result, or upon the employee's refusal to submit to such testing. Any action taken against the employee is based only on the results of the drug and/or alcohol test.

(1) **Refusal to Submit to Alcohol Test (non-DOT employees other than post-accident testing):**

An employee's first refusal to submit to an alcohol test when requested to do so, will result in being immediately removed from a safety-sensitive position and result in a one-day suspension without pay and/or until a SAP evaluation and return to duty with negative results are completed. The employee must submit to an employer-approved substance evaluation and comply with the recommendations, which may include but is not limited to rehabilitation, treatment or counseling through EAP. The program may require additional alcohol testing. An employee's refusal to submit to an alcohol test, when requested to do so a second time, will result in termination.

(2) **Refusal to Submit to Alcohol Test (DOT employees other than post-accident testing):**

A DOT driver's refusal to submit to an alcohol test when requested to do so, will result in the employee being immediately removed from performing safety-sensitive functions and result in a one-day suspension without pay and/or until a SAP evaluation and return to duty with negative results are completed. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior

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to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02. The DOT employee will be subject to (6) six unannounced follow up tests in the first 12 months of safety sensitive duty following their return. A DOT driver's refusal to submit to an alcohol test, when requested to do so a second time, will result in termination.

(3) **First Positive Alcohol Test (non-DOT drivers):**

An employee's first confirmed positive alcohol test (of .04 or higher) will result in the employee being immediately suspended without pay for a period of 24 hours and will result in being immediately removed from a safety-sensitive position. If the employee performs in a safety-sensitive position, the employee must successfully pass a return to work test with a reading under .04 prior to being allowed to return to duty.

(4) **Second Positive Alcohol Test (non-DOT drivers):**

If an employee tests positive for alcohol on a second occasion, the employee will be suspended for five (5) days without pay and will be immediately removed from a safety-sensitive position. If the employee performs in a safety-sensitive position, the employee must successfully pass a return to work test with a reading under .04 prior to being allowed to return to duty. Subsequent offenses will result in termination.

(5) **Alcohol Test with Results of .02-.039 (DOT drivers only):**

A DOT driver's first alcohol result of .02-.039 will result in the immediate suspension of the employee without pay for a period of 24 hours and will result in the employee being immediately removed from performing safety-sensitive functions.

A DOT driver's second confirmed alcohol test of .02-.039 will result in suspension without pay for two (2) days; the third offense will result in a five (5) day suspension without pay; and any subsequent offenses will result in termination.

(6) **Positive Alcohol Test with Results of .04 or higher (DOT drivers):**

A DOT driver's confirmed positive alcohol test of .04 or higher will result in the employee being immediately removed from performing safety-sensitive functions. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a result indicating an alcohol concentration

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of less than 0.02. The DOT employee will be subject to six (6) unannounced follow up tests in the first 12 months of safety sensitive duty following their return. All DOT driver's will be suspended for two (2) days without pay and/or until a SAP evaluation and return to duty with negative results are completed for the first offense; suspended without pay for five (5) days and/or until a SAP evaluation and return to duty with negative results are completed for the second offense; and the third offense will result in termination.

(7) **Refusal to Submit to Drug Test (All non-DOT employees other than post-accident testing):**

An employee's refusal to submit to a drug test when requested to do so, will result in being immediately removed from a safety-sensitive position and will result in a suspension without pay for five (5) days and/or until a SAP evaluation and return to duty with negative results are completed. Prior to returning to work the employee must complete a substance abuse evaluation through an employer approved program. An employee's refusal to submit to a drug test, when requested to do so a second time, will result in termination.

(8) **Refusal to Submit to Drug Test (All DOT employees other than post-accident testing):**

A DOT driver's refusal to submit to a drug test when requested to do so, will result in the employee being immediately removed from performing safety-sensitive functions and will result in a suspension without pay for five (5) days and/or until a SAP evaluation and return to duty with negative results are completed. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a negative result. The DOT employee will be subject to (6) six unannounced follow up tests in the first 12 months of safety sensitive duty following their return. A DOT driver's refusal to submit to a drug test, when requested to do so a second time, will result in termination.

(9) **Positive Drug Test:**

A non-DOT employee's first confirmed positive drug test will result in the employee being removed from a safety-sensitive position and will be suspended for five (5) days without pay and/or until a SAP evaluation and return to duty with negative results are completed. The employee will be required to undergo a substance abuse evaluation through an employer approved program and comply with all treatment recommendations.

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A DOT employee's first confirmed positive drug test will result in the employee being removed from safety-sensitive functions, and will be suspended for five (5) days without pay and/or until a SAP evaluation and return to duty with negative results are completed. An evaluation by a Substance Abuse Professional is required and the employee must comply with the treatment prescribed by the Substance Abuse Professional. Prior to the employee participating in a safety sensitive function, the employee shall undergo a return to duty test with a negative result. The DOT employee will be subject to (6) six unannounced follow up tests in the first 12 months of safety sensitive duty following their return.

All employees will be immediately terminated for the second offense positive drug test.

(10) **Refusal to Submit to Alcohol and/or Drug Testing (Post-accident):**

An employee's refusal to submit to alcohol and/or drug testing post-accident will result in immediate termination.

Following termination, DOT employees must comply with DOT regulations to maintain the employee's CDL.

(11) **Pre-result Suspension under Reasonable Suspicion Circumstances:**

Prior to the City receiving the results of an alcohol or drug test conducted under Reasonable Suspicion Circumstances, the employee will be placed on immediate administrative leave without pay. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay and interest, as provided in Iowa Code.

7. **DRUG AND ALCOHOL TESTING METHODOLOGY & PROCEDURES**

a. Substances to be Tested and Type of Specimen:

- (1) Drugs – The City has determined to conduct controlled substance, or “drug” testing, in an attempt to discourage and prevent employees from illegally using drugs, be it the use of an illegal drug or the abuse of a legal drug. A urine specimen will be collected and tested for the presence of a drug or metabolites of the following substances at or above the concentrations set forth by DOT Rule 49 CFR Part 40:

- Marijuana
- Cocaine
- Opiates - opium and codeine derivatives
- Phencyclidine - PCP
- Amphetamines and Methamphetamines

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- (2) Alcohol – The City has determined to conduct alcohol testing in an attempt to prevent employees from abusing alcohol. A breath alcohol and/or saliva specimen will be collected and tested for the presence of:

- Alcohol (Ethanol, isopropanol, or methanol)

For current employees a confirmed alcohol concentration level of .04 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, is considered a positive alcohol test result and violates this policy.

For DOT drivers, a confirmed alcohol concentration level of .02 or higher, expressed in terms of grams of alcohol per two hundred ten liters of breath, or its equivalent, violates this policy. DOT drivers will be immediately removed from performing safety-sensitive functions.

b. Scheduling of Tests:

- (1) Current Employees – Drug and alcohol testing for current employees shall normally occur during, or immediately before or after, a regular work period. The time required for testing, including travel time, is considered work time for purposes of the Federal Labor Standards Act (FLSA), compensation and benefits.
- (2) DOT Drivers – Alcohol testing for DOT drivers shall normally occur during, or immediately before or after, performing safety-sensitive functions.

c. Costs of Tests:

- (1) Prospective Employees and DOT driver-applicants – The cost of the initial drug test and confirmation will be paid by the City.
- (2) Current Employees – The actual costs for testing, other than for a second, confirmatory test if one is requested as provided by law, are paid by the City. If the drug and/or alcohol sample collection is conducted at a place other than the employee's normal work site, the City will provide transportation, or pay reasonable transportation costs to the employee.
- (3) DOT Drivers – The cost of the initial drug test and confirmation will be paid by the City under pre-employment, reasonable suspicion, post-accident, and random circumstances. Split specimen tests and drug or alcohol tests conducted for return-to-work and/or follow-up circumstances will be paid for by the DOT driver.

d. Communication of Test Results:

- (1) Drugs – The laboratory will report the analysis of the initial, confirmatory, and second confirmatory or “split specimen” urine drug screen test results directly to

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the medical review officer (MRO). The MRO shall review and interpret all test results, including quantitative and qualitative results, to ensure the chain of custody is complete and sufficient. Prior to reporting positive test results, the MRO will provide prospective employees, current employees, DOT driver-applicants, and DOT drivers an opportunity to confidentially discuss information which may be relevant to the drug test, including identification of prescription or nonprescription drugs currently used or any other relevant medical information. To the extent feasible, the testing shall only measure and the records concerning the testing shall only make use of information regarding drugs in the body. The MRO or his representative shall report the drug test results directly to the City's drug testing coordinator or designee. Test results shall remain confidential and will not be released unless the donor's specific permission is obtained or as provided by Federal, State, and or local regulations.

- (a) Positive drug test results will be communicated to prospective employees in writing, and include the name and address of the MRO who made the report and the prospective employee's right to request records.
 - (b) Positive drug test results will be communicated to current employees by certified mail, return receipt requested. The written notification of a positive test result will include the employee's right to request and obtain a second confirmatory test of the previously collected sample at an approved laboratory of the employee's choice at the employee's expense.
 - (c) The City will notify DOT drivers and driver-applicants of the result of a controlled substance test. The City will notify DOT drivers which controlled substance(s) were verified as positive.
- (2) Alcohol – The certified Breath Alcohol Technician (BAT) or Saliva Testing Technician (STT) performing the alcohol test shall report the results directly to the City's alcohol testing coordinator or designee. Test results shall remain confidential and will not be released unless the donor's specific permission is obtained or as provided by Federal, State, and/or local regulations.
- e. Integrity of the Testing Process.

The collection of samples shall be performed under sanitary conditions and with regard for the privacy of the individual from whom the specimen is being obtained and in a manner reasonably calculated to preclude contamination or substitution of the specimen.

Urine drug specimens shall be split into two components at the time of the collection in the presence of the individual from who the sample or specimen is collected. One portion shall be used for initial laboratory analysis and confirmation of initial positive test results and the second portion shall allow for a second, independent confirmatory test or "split

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specimen test” showing presence only of a drug metabolite in the urine at the time the collection was performed.

Sample collection, storage, transportation, and reporting shall follow strict chain of custody documentation and procedures to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided.

An individual submitting to a drug test will be provided the opportunity to record any information which may be considered relevant to the test, including identification of prescription or nonprescription drugs currently or recently used, or other relevant medical information.

All confirmatory drug testing shall be conducted at a laboratory certified by the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA).

Drug or alcohol testing shall include confirmation of any initial positive test results. Confirmation shall be by use of a different chemical process than was used in the initial screen for drugs. A medical review officer (MRO) shall, prior to the results being reported to an employer, review and interpret any confirmed positive test results, including both quantitative and qualitative test results, to ensure that the chain of custody is complete and sufficient on its face and that any information provided by the individual is taken into consideration.

f. Circumstances under Which a Prospective Employee Will Be Tested:

Pre-employment – The City will conduct a drug test designed to prevent hiring individuals who use controlled substances or who abuse legal drugs. Prospective employees and/or DOT driver-applicants may be subject to testing for drugs as a condition of hiring. A prospective employee or DOT driver-applicant’s positive drug test result or the refusal to submit to testing will result in the City’s refusal to hire the prospective employee or DOT driver-applicant.

Prospective employees and/or DOT driver-applicants must receive a negative drug test result without any integrity flaws as a condition of employment. Prospective employees and/or DOT driver-applicants receiving a negative drug test result with the integrity flaw “low specific gravity and creatinine level” will be provided the opportunity to retest one time. The City’s refusal to hire does not prevent the prospective employee or DOT driver-applicant from later initiating another inquiry with the City.

g. Circumstances under Which a Current Employee Will Be Tested:

- (1) Reasonable Suspicion. A current employee or DOT driver may be required to submit to a drug and/or alcohol test if the City has suspicion that the individual is using or has used drugs and/or alcohol in violation of the City’s written policy.

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Such observations must be personally observed and documented by at least one City supervisor who has received training according to regulation.

- (a) For current employees, this evidence must be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Examples that might support the decision to test current employees under reasonable suspicion circumstances include but are not limited to:
1. Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired to alcohol or drug use.
 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 3. A report, by a reliable and credible source, of alcohol and/or drug use.
 4. Evidence that an individual has tampered with any alcohol and/or drug test during the employee's employment with the current employer.
 5. Evidence that an employee has caused an accident resulting in personal injury **other than minor injuries requiring only first aid treatment.** (See post-accident testing policy).
 6. Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working, or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
- (b) The City's determination for reasonable suspicion testing of DOT drivers must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors indicating drug and/or alcohol use.
- (c) Individuals notified to submit to a reasonable suspicion test will be expected to report to the collection site immediately. Individuals will be escorted to the collection site by the City. In the event of a positive alcohol test, the City may attempt to contact the individual's spouse, another member of the family, or another person designated by the individual, in order to make arrangements for transporting the individual to his/her home after the test is completed. In the event that the City is unable to contact the driver's spouse, family member or another designated person, the City may make arrangements for transporting the individual home by cab or other suitable means. If the individual rejects the City's efforts in this regard and instead insists on driving his/her personal vehicle, the City reserves the right to take whatever

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means are appropriate to prevent this, including contacting appropriate law enforcement personnel and imposing disciplinary action, up to and including discharge.

- (d) An individual who is required to take a reasonable suspicion drug and/or alcohol test will be considered by the City as unqualified to work and placed on immediate suspension, pending the results of his/her drug and/or alcohol test.
- (2) Post-accident – The City may require current employees to submit to drug and/or alcohol testing in investigating occurrences that result in personal injury, including death, or property damage, as follows:.
- a) For occurrences in the workplace caused by a City employee which result in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Iowa Code Chapter 88, the City employee causing the occurrence must submit to a drug and alcohol test as soon as practicable after the occurrence.
 - (b) For occurrences on a public road involving DOT drivers, performing safety-sensitive functions at the time of the occurrence, or involving any City employee operating a vehicle or equipment in the course and scope of the employee's work for the City, the DOT driver or other City employee, as the case may be, must submit to a drug and alcohol test as soon as practicable after an occurrence that meets one of the following conditions:
 1. An occurrence which involves the death of a human being.
 2. In conjunction with the occurrence, the DOT driver or other City employee receives a citation for a moving violation and a person is injured because of the occurrence and the injuries require immediate medical treatment away from the scene of the occurrence.
 3. In conjunction with the occurrence, the DOT driver or other City employee receives a citation for a moving violation and one or more motor vehicles involved in the occurrence incur disabling damage and must be transported away from the occurrence scene.
 - (c) DOT drivers and other City employees are prohibited from using alcohol for eight (8) hours following any occurrence as described in this policy or until undergoing a drug and alcohol test.
 - (d) For DOT drivers and other City employees involved in an occurrence for which drug and alcohol testing must be performed under this policy, if a citation is not issued within eight (8) hours after such occurrence, no alcohol

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testing shall be performed. If a citation is not issued within thirty-two (32) hours after such occurrence, no drug testing shall be performed.

- (3) Random Testing for DOT drivers – DOT drivers are subject to periodic, unannounced drug and/or alcohol testing. DOT drivers are entered into a pool of individuals required to submit to DOT random testing. To perform the selection of DOT drivers for testing from the pool of individuals subject to such testing, the City utilizes a computer-based random number generator that is matched with employee identification numbers. Selection of DOT drivers are reasonably spread throughout the calendar year with each DOT driver having an equal chance of being selected each time selections are made. Upon notification, the DOT driver must proceed immediately to the collection site for testing. A DOT driver shall only be subject to random testing for alcohol while performing safety-sensitive function, just before the DOT driver is to perform, or just after the Driver has ceased performing such functions.
- (4) Federal Laws/Regulations – The City will conduct any other drug or alcohol testing as required by a Federal, State or local law or as required by law enforcement.
- (5) Rehabilitation Testing – The City may require a current employee to undergo drug or alcohol testing at least six times per year, without any prior notice, during or following completion of drug or alcohol rehabilitation, without any prior notice that such a test will be conducted.
- (6) Return-to-Duty Testing – The City may require a DOT driver to submit to a return-to-duty test in order to resume safety-sensitive functions. Return-to-duty testing is done after a DOT driver has: 1) engaged in prohibited conduct concerning alcohol and/or drug use; 2) has completed an evaluation by a DOT qualified Substance Abuse Professional (SAP); 3) is complying with the recommended treatment program as prescribed by the SAP; and, 4) is ready to return to performing safety-sensitive functions.
- (7) Follow-Up Testing – The City may require a DOT driver to submit to follow-up testing for drugs and/or alcohol as directed by the Substance Abuse Professional (SAP). Unannounced follow-up testing is required for DOT drivers that have: 1) previously been engaged in prohibited conduct concerning alcohol and/or drug use; 2) have completed an evaluation by a DOT certified SAP; 3) are complying with recommended treatment as prescribed by the SAP; 4) has undergone a return-to-duty test; and, 5) has returned to performing safety-sensitive functions. A minimum of six drug and/or alcohol tests in a twelve-month period is required.

203: DRUG FREE WORKPLACE**8. TRAINING**

- a. Supervisors designated to make reasonable suspicion determinations for drug or alcohol testing under this policy shall attend a minimum of two hours of initial training and to attend, on an annual basis thereafter, a minimum of one hour of subsequent training. The training shall include, but not be limited to, information concerning the recognition of evidence of employee alcohol and other drug abuse, the documentation and corroboration of employee alcohol and other drug abuse, and the referral of employees who abuse alcohol or other drugs to the EAP or to the SAP.

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7. EMPLOYEE ASSISTANCE PROGRAM

- a. The City is aware that many personal or health problems can and do interfere with an employee's ability to perform on the job. These problems may include emotional and mental disorders, family and marital difficulties, abuse of alcohol or drugs, etc.

Employees whose job performance problems are not related to a lack of skill and who do not respond satisfactorily to the usual disciplinary procedures may be in need of the attention of professionals.

With proper treatment, many troubled employees can be restored to a satisfactory level of job performance. However, if the underlying problems or situation are ignored, they may worsen with time, eventually rendering the person unemployable.

To help avoid this loss of human resources, the City offers an Employee Assistance Program (EAP) for employees and their dependents as part of its employee services. The EAP provides confidential evaluation, referral and short-term counseling at no cost to employees whose personal or health problems are interfering with their job performance.

Confidentiality is assured. No information regarding the nature of the personal problem will be made to supervisors, nor will it be included in the permanent personnel file.

The purposes and practices of the City's disciplinary rules and the EAP are distinctly separate in their applications. An employee's decision to seek prior assistance from the EAP will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, the fact that an employee has been using the EAP will not be a defense to imposition a disciplinary action where facts showing a violation of City policy are obtained outside the EAP.

It is the responsibility of each employee to seek assistance from the EAP before disciplinary action. Once a violation of the City's rules has come to the City's attention, subsequently using the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

Through the EAP, the City will provide appropriate evaluation and referral to treatment, if appropriate. Employees undergoing such treatment will be granted leave with a conditional return to work depending on successful completion of the appropriate treatment program.

Except as otherwise required by law, the cost of the substance abuse treatment itself is the responsibility of the employee.

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b. Referrals

An employee may obtain access to the EAP through self-referral or a referral by a supervisor.

(1) Self-Referral

In a self-referral the employee contacts the EAP counselor directly. The employee is assured that no one in the City will be notified.

(2) Supervisory Referral

It is the responsibility of the City's supervisors to appropriately confront an employee whenever they see changes in performance that suggest an employee problem. Supervisors should not attempt to diagnose the nature of the employee's problems. However, they should be alert to changes in behavior that may signal a problem such as:

- Absenteeism
- Chronic lateness
- Personality Change
- Decline in Work Quality
- Unusual Behavior
- Difficult or Uncooperative Employees

The supervisor may suggest that the employee voluntarily seek help (informal referral) from the City's EAP or may decide that the severity of the observed problem is such that an involuntary referral to the EAP should be made (formal referral).

(a) Informal Referral

In an informal referral, the supervisor should inform the employee of the benefits provided by the EAP and give the employee adequate contact information. In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about the visit.

(b) Formal Referral

A formal referral can take place at any time during the disciplinary procedure. Through a formal referral, the supervisor directs the employee to make use of the EAP. Failure to use the EAP may result in disciplinary action up to and including termination. In a formal referral, the supervisor (or another representative designated by the City) should contact the EAP counselor to

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discuss the problems that led to the referral. The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor and tell him or her whether the employee saw the counselor and followed recommendations. No other information is revealed to the supervisor. In circumstances where termination may occur, the employee may be asked to sign an acknowledgement letter indicating that the failure to go to the EAP and follow recommendations will result in termination.

(c) Employee Assistance Services

The City has established a resource file of employee assistance services providers, substance abuse programs, mental health providers, and other persons, entities or organizations which are available to assist employees with personal or behavioral problems including substance abuse issues.

Amended: 6/1/15
7/18/16
1/6/20

213: TERMINATION OF EMPLOYMENT

Policy:

It is the Policy of the City of Cedar Falls to terminate employment because of an employee's resignation, discharge, or retirement; the expiration of an employment contract; the permanent reduction in the work force; or for disciplinary purposes outlined in other sections of these Policies. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.

Comment:

(1) Employees must give written notice of their intent to resign or retire. Failure to give timely written notice of resignation or retirement may result in forfeiture of non-vested City benefits, no payment for accrued vacation, and ineligibility for reemployment. Notice requirements for retiring employees are found in **214: Retirement**. The following notices of resignation are required, unless waived or modified in writing by the City Administrator:

- (a) Department Directors and Division Managers must give at least four weeks' written notice of the last day work duties will be performed;
- (b) All other employees must give at least two weeks' notice of the last date that work duties will be performed.

(2) Employees who are absent from work for three consecutive days without being excused or giving proper notice will be considered as having voluntarily quit. Consideration may be given in unusual circumstances or the employee's incapacitation preventing notification.

(3) In certain circumstances, the City may choose to require that employees leave employment immediately upon receipt of notice and employee will receive their pay until termination of notice period. Employees placed on such leave shall be required to immediately return all City identification cards, badges, keys, tools, manuals, City issued firearms and all other City property. During the period of such leave employees shall not have access to City buildings or facilities without advance authorization from the Department director, unless for a legitimate purpose unrelated to the employment or job duties of the employees.

(4) At the time of resignation, employees may be allowed to use all earned vacation time and compensatory time for the current year, in order to extend their effective termination date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and Financial Services Division. Accrued vacation time may not be used to extend the effective termination date. Although vacation which is earned between the last date that work duties will be performed and the effective termination date may extend the effective termination date, vacation which is accrued during that time may not extend the effective termination date, but instead will be paid in a lump sum upon termination along with vacation that accrued prior to the last date that work duties were performed and earned but unused vacation.

213: TERMINATION OF EMPLOYMENT

(5) Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth in this policy, unless employees are on an approved leave, or as approved in advance by the Department Director (or City Administrator if a director position) and the Financial Services Division.

(6) For Policies and Procedures leading up to discharge for disciplinary reasons, see **809: Disciplinary Procedure**.

(7) For Policies and Procedures governing termination as a result of retirement, see **214: Retirement**.

(8) For Policies and Procedures governing termination of an employment contract, see **215: Employment Agreements**.

(9) For Policies and Procedures governing a permanent reduction in force, see **212: Layoff and Recall**.

(10) The Financial Services Division will attempt to have the final paycheck for the terminating employees available on the first payday following the last regular paycheck the employee received. The terminating employee must return all City identification cards, keys, tools (where applicable), manuals, or other property belonging to the City. If the employee owes the City any money or is responsible for any lost or damaged property or unused uniform allowance, those accounts are to be settled as originally agreed or by deduction from final pay.

(11) For Policies and Procedures governing severance payments, see **309: Severance Pay**.

(12) Subject to any collective bargaining agreements and civil service rules and regulations, terminating employees may be eligible for future employment if notice is provided pursuant to comment (1) and if recommended by their supervisor and approved by the Financial Services Division. Terminating employees who wish to be considered for future employment should inform the Financial Services Division. Terminating employees lose all seniority rights upon leaving the City, regardless of the cause for termination, unless the break in service is less than thirty days and the employee is reemployed in the same or equivalent position.

(13) The termination of employment of qualifying veterans shall comply with Iowa Code § 35C.6.

(14) Requests for employment references should be made in writing to the Financial Services Division and should include an authorization by the employee for the release of the requested information.

(15) Termination and discharge procedures are only guidelines and do not create a legal contract between the City and its employees. The City reserves the right to implement its Policies and Procedures as it sees fit.

Amended 6/1/15, 3/1/19, 1/6/20

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Policy:

It is the Policy of the City of Cedar Falls that business travel must be approved in advance and should be engaged in and reimbursed according to the guidelines below.

Comment:

(1) Employees holding jobs that require travel are expected to travel as a condition of employment. For all other jobs, travel is considered only an incidental function of the position, but may be required.

(2) All requests for overnight and out-of-state travel must be approved by the City Administrator, or in the absence of the City Administrator, the Director of Finance and Business Operations. Other travel requests must be approved by the Department Director. All non-budgeted travel requests are approved by the City Administrator and Department Director. Travel request forms are available from the Financial Services Division and must be completed and approved prior to travel.

(3) City Administrator, Department Directors and their Assistants are encouraged to attend National, State, and local events that are within the range of responsibilities of that particular Department. Active participation such as holding offices in National and State organizations is also encouraged.

(4) Upon completion of the career development experience out-of-state, each employee shall complete a "Travel Assessment Report" for inclusion in the Travel Reading File.

(5) A Travel Reading File is located in the Mayor's office with Council members having access for their review. The file contains information in the form of: (a) a copy of the Request for Travel, and (b) a copy of the Travel Assessment Report.

(6) All travel requests are to be reviewed by the Department Director (or by City Administrator for directors) using the following described travel guidelines as a basis for approval or disapproval of the request:

- a. Federal, State or local mandated training: Required training for licensing, certification, or other qualifications.
- b. Preparatory Training: Applies where an employee's future job responsibilities, in all probability, will incorporate and require new or little used skills which can be readily acquired only by outside training.
- c. Legislative/Intergovernmental: Meetings that appear to hold high potential for long-term positive or negative effect(s) upon the City and/or Department.
- d. National, Regional, or State conferences and workshops: Attendance contingent

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upon quality of workshop/conference as this relates to staff member's current job responsibilities.

- e. Officer in Professional Organization: Employee serves as an officer in their respective professional organization. (Requires prior approval and encouragement by the City Administrator, and Department Director, where applicable.)
- f. Continuing education: Required education to maintain licensing or professional status.

(7) Under normal circumstances, employees should make all of their own travel arrangements for transportation and lodging. Employees may be required to use a travel agency specified by the City if those arrangements would be more economical. In addition, all mileage or usage credits awarded by transportation, credit card, and other travel service companies are to be assigned to the City.

(8) The City may issue guidelines specifying or restricting travel booking requirements. Under normal circumstances, employees should use the most expedient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments. Also, key employees who are traveling together should try to schedule transportation and lodging separately to minimize risks from accidents.

(9) Employees must provide their supervisor with a copy of their itinerary before leaving on business travel.

(10) Employees who travel and request payment from the City for travel expense must comply with the following:

- a. Travel expenses, such as lodging, parking, and meals will be paid by the employee at the time of the travel, and the City will reimburse the employee after receiving bona fide receipts and the completion of a "Request for Travel and Statement of Expenses" form by the employee. The bona fide receipt turned in must reflect the itemized purchased items, and it shall not be a charge slip that only reflects the total amount charged. The Financial Services Division shall determine the appropriate documentation regarding parking, automobile expenses, lodging and meals.
- b. The federal approved maximums for reimbursement of meal expenses shall be used as a guideline. Employees must submit their receipts to the Financial Services Division for authorization of reimbursement. An exception to the above limits would be a meal that is included as part of a meeting or seminar. The total amount of the meal will be paid in that case. If a meal is included in the price of a meeting or seminar and the employee chooses to purchase a meal

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elsewhere, the employee shall be responsible for the expense of that meal unless medical reasons require that the employee separately purchase a meal.

- c. Pre-billed expenses, such as airfare, lodging and registrations will be prepaid to the vendor if advance payment is requested by the employee and the City is billed by the vendor. Mileage will be reimbursed, when appropriate, at the current Federal rate for mileage reimbursement.
- d. If airfare would be more economical than driving a vehicle, but the employee chooses to drive their personal vehicle, the employee may be reimbursed the expense of the airfare with approval of the Department Director.
- e. The employee shall submit to the Department Director within 30 days bona fide receipts for all travel and education expenses, including meals. The employee shall not be reimbursed by the City for any expense not documented by receipt or without an attached travel assessment.
- f. The Department Director and Financial Services Division shall be responsible for determining cash receipts' authenticity and eligibility for reimbursement. An adjustment to the meal expense may be made at this time upon the approval of the Controller/City Treasurer.
- g. State regulations prohibit reimbursement for liquor expenses associated with meals.

(11) Employees traveling on City business and driving a City vehicle may appropriately use the City vehicle for incidental purposes while not on City business when traveling out-of-town.

(12) Travel expenses of a spouse, or other dependent, will not be paid or reimbursed and are the employee's personal responsibility. Further, non-City employees and the employee's spouse or other dependent, are not authorized to drive or be a passenger in City vehicles without the prior approval of the Department Director. Immediate family members may be allowed to travel with an employee in a City vehicle provided a waiver of liability form (available from the Legal Division) is signed and with the approval of the Department Director.

(13) As defined by the Fair Labor Standards Act (FLSA), actual travel time spent by nonexempt employees in traveling away from home on City business during normal working hours is considered hours worked for pay purposes. See **209: Hours of Work**.

(14) Employees traveling on City business are representatives of the City and are expected to maintain a high level of professionalism and follow all of the City's policies and rules. Employees violating this policy or any other City policies while traveling on City business should be subject to discipline, up to and including termination.

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Amended 1/1/08
 1/1/09
 6/1/15

**RELEASE AND INDEMNIFICATION ACKNOWLEDGEMENT
IMMEDIATE FAMILY MEMBER**

The undersigned, _____, an employee (hereinafter “employee”) of the City of Cedar Falls, Iowa (hereinafter “the City”), and _____ -

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_____, an immediate family member of employee (hereinafter “family member”) acknowledge that employee is attending a convention or meeting at _____ (location) _____, _____ (City/State) on the date(s) of _____.

We understand that the City is paying for certain of the costs and expenses associated with employee’s attendance at this meeting or convention. We also understand that it is the policy of the City that employees should use a City-owned vehicle for transportation to and from this meeting or convention where at all possible. We acknowledge that City Policy # 403(12) states that immediate family members may be allowed to travel with an employee in a City vehicle provided a waiver of liability form is signed and with the approval of the Department Director.

In consideration of the City’s agreement to allow employee to use a City-owned vehicle for transportation and to allow an immediate family member to travel with the employee, the family member hereby releases the City and its agents, officers, employees and insurers, from any and all liability to family member, arising out of the operation and use by employee of the City-owned vehicle for transportation purposes to and from the convention or meeting. Family member hereby waives the right to make any such claim against the City, its agents, employees, or insurers, for any damages arising out of the operation or use of the City-owned vehicle during the trip. Family member further agrees to indemnify and hold the City, its agents, officers, employees and insurers, harmless against any claims, demands, costs of action and expenses which the City, its agents, officers, employees and insurers, may incur as a result of the employee’s operation and use of the City-owned vehicle for this trip, including, but not limited to, reasonable attorneys’ fees.

I hereby acknowledge that I have carefully read the foregoing Release and Indemnification Acknowledgement, that I am voluntarily signing the same, and I acknowledge receipt of a copy hereof.

Dated this _____ day of _____, 20____.

Signature of Family Member (*If under the age of 18, then both parents must sign this Waiver on behalf of the minor.*)

Parent (*if required*)

Approved by:

Signature of Employee

Department Director

**RELEASE AND INDEMNIFICATION ACKNOWLEDGEMENT
NON-EMPLOYEE RIDER**

The undersigned, _____(Name),
_____(Organization/Company), and the City of Cedar Falls, Iowa

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(hereinafter "the City") hereby acknowledge that _____ (Name), is traveling with _____ (Employee Name), employee for the City, to the _____ (Name of Event) in _____, _____ (City/Town, State) on _____ (Date(s)).

I understand that the City is providing the transportation for my attendance to the _____ (Event) in _____, _____ (City/Town, State) (hereinafter "the trip").

In consideration of the City's arrangements for transportation and attendance for the trip, I hereby release the City and its agents, officers, employees and insurers, from any and all liability arising out of the trip. I hereby waive the right to make any such claim against the City, its agents, employees, or insurers, for any damages arising out of the trip. I further agree to indemnify and hold the City, its agents, officers, employees and insurers, harmless against any claims, demands, costs of action and expenses which the City, its agents, officers, employees and insurers, may incur as a result of the trip, including, but not limited to, reasonable attorneys' fees.

I hereby acknowledge that I have carefully read the foregoing Release and Indemnification Acknowledgement, that I am voluntarily signing the same, and I acknowledge receipt of a copy hereof.

Dated this _____ day of _____ 20____.

Signature of Rider

Signature of Employee

Approved by:

Department Director

404: MEMBERSHIP IN COMMUNITY ORGANIZATIONS, PARTICIPATION IN PROFESSIONAL ASSOCIATIONS, AND PROFESSIONAL LICENSES OR CERTIFICATIONS

Policy:

It is the Policy of the City of Cedar Falls to encourage employees to participate in the activities of certain community organizations and professional associations. The terms “community organizations” and “professional associations,” as used in this Policy, do not include union activities or employee organizations.

Comment:

(1) **Community Organizations**: Employees are encouraged to seek membership in community organizations where such membership will promote the City's interests and enhance its image in the community. However, employee participation in such community organizations must not adversely affect the employee's job performance, be detrimental to the City's interests, or place the employee in a position of serving conflicting interests. Employee participation in community organizations shall not take precedence over employment duties for the City

- (a) The City may identify certain community organizations in which it wants to be represented and then designate the employees that it will sponsor for membership in such organizations. Employees so designated will represent the City in the organization and will be expected to promote the City's interests.
- (b) Employee participation in community organization activities will not be considered as hours worked for pay purposes unless it is at the City's request or under its direction and control. Occasional, incidental tasks, excluding solicitation, for approved community organizations may be done during the workday with Department Director approval. Limited use of City property for such activities may be allowed with Department Director approval.
- (c) The City will normally consider the following factors in selecting organizations for representation and in designating employees to be sponsored for membership:
 - (1) The nature and purpose of the club or organization;
 - (2) The benefit derived by the City from employee representation;
 - (3) The cost to the City;
 - (4) The extent to which the City has representation in the club or organization; and

404: MEMBERSHIP IN COMMUNITY ORGANIZATIONS, PARTICIPATION IN PROFESSIONAL ASSOCIATIONS, AND PROFESSIONAL LICENSES OR CERTIFICATIONS

- (5) The employee's job responsibilities, length of service, and overall qualifications for membership.

The City will review its representation in community organizations and its sponsorship of employees for membership on a periodic basis and will make changes whenever it deems appropriate.

- (d) Employees who are sponsored for membership in community organizations are eligible for reimbursement for certain expenses. Reimbursable expenses include dues, special charges and/or initiation fees. All employees who are not designated and sponsored for membership in community organizations are responsible for their own expenses, unless their activities qualify for business reimbursement under other City policy.
- (e) Employees must agree to pay back to the City any membership fees or equity interests paid or reimbursed by the City that is refunded when membership ends. The pay back of these fees or interests is to be due whenever employment or membership ends, whichever occurs first.
- (f) Employees whose membership is sponsored by the City are encouraged to participate in community organizations for business purposes. Employees are required to keep detailed records of their use of the organizations and any expenses.

(2) **Professional Associations:**

- (a) Employees are encouraged to participate in trade and professional associations that promote City goals, individual skills development, and/or professional recognition. However, employee participation in such associations must not conflict with the City's interest.
- (b) The City may identify certain trade and professional associations in which it wants to be represented and then designate the employees it will sponsor for membership in such associations. Employees so designated will represent the City in the association and will be expected to participate actively and promote the City's interests.
- (c) The following factors will normally be considered in selecting associations for representation and in designating employees to be sponsored for membership:
- (1) The nature and purpose of the association;
- (2) The benefit to be derived by the City's support and from employee

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participation;

- (3) The cost to the City;
- (4) The extent to which the City is already represented in the association; and
- (5) The employee's job responsibilities, length of service, and overall qualifications for membership.
- (6) Whether the membership enhances and counts toward maintaining registration as a professional person. (See Comment (3)(b) below.)

Membership will be reviewed on a periodic basis to determine the City's representation in and support of professional associations and the City will make changes whenever it deems appropriate.

- (d) Memberships in professional organizations are of value to the City in ensuring that employees have access to current information and trends related to municipal operations. Whenever possible, memberships of value to the City should be held in the City's name as opposed to an individual employee or multiple employees with the same membership. All memberships held for the purpose of obtaining subscriptions should be held in the City's name.
- (e) If individual memberships are required by a professional organization, an employee may submit a request for membership to their Department Director (or City Administrator if a director) who may approve the request and forward it to the City Administrator for final approval.
- (f) Additional memberships may be held by employees for special situations, with the City Administrator's approval, for reasons such as those required for conference registration or reduced rates in literary materials, lodging, and travel.
- (g) Employee participation in trade and professional association activities will not be considered as hours worked for pay purposes for employees classified as nonexempt under the Fair Labor Standards Act, unless it is at the City's request or under its direction and control. Occasional, incidental tasks, excluding solicitation, for approved professional associations may be done during the workday with Department Director approval. Limited use of City property for such activities may be allowed with Department Director approval.

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- (h) Department Directors are responsible for planning, budgeting, and approving the expenses of their employees' participation in association activities. The City will pay or reimburse the approved and reasonable expenses of employees sponsored for membership in trade and professional organizations. Employees not sponsored for association membership are eligible for reimbursement of similar activities expenses if participation in the activity is approved in advance by their supervisor and/or Department Director.
- (i) Employees must have their supervisor's advance approval before seeking or accepting any official position in a trade or professional association. If approval is granted, the supervisor should also determine the degree to which the employee is eligible for compensation for working time lost and for reimbursement of expenses incurred in performing official duties.
- (j) Employees are encouraged to contribute articles, present papers, and give speeches or presentations to trade and professional associations. However, employees must obtain prior approval of their supervisor for any communication that might represent the City's position on any subject involving any information that is confidential.

(3) Professional Licenses and Certifications:

- (a) Employee's expenses for professional licenses and certifications shall be paid by the City if the licenses and certifications are required by the employee's job classification or if the licenses and certifications are beneficial to the completion of job duties and in the City's best interest as deemed and approved by the Department Director (City Administrator if a director).
- (b) As a condition of continuing employment, an employee must maintain any licenses or certification credentials specified in the current class specification for the employee's job, or required by federal, state or City law. Failure to maintain such required credentials shall be grounds for termination of employment.
- (c) In the case of newly appointed employees, the individual must, as a condition of continuing employment, obtain any required licenses or credentials within the time period specified in the job classification or by the Department Director. Failure to obtain such required credentials shall be grounds for immediate termination of employment.

Amended: 6/1/15

506: VACATIONS

Policy:

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time, non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.

Comment:

(1) Definitions. For purposes of this Policy the following terms shall be given the meanings ascribed to them as follows:

(a) “accrue” means to accumulate but not yet earn. Vacation accrues based upon the ratio that the number of days since date of hire or the most recent anniversary date bears to the total number of days of vacation to be earned on the next anniversary date, calculated on a daily basis.

(b) “earn” means to have available for use all accumulated vacation time. Vacation time is earned on the first anniversary after the date of hire, and on each anniversary date thereafter as provided in the guidelines below.

(2) **Vacation Time Earned:** Unless otherwise specified by Union contract, all full-time employees and part-time, non-union employees (other than seasonal and special purpose employees) will be granted vacations with pay on the following basis:

Completion of one year of service	Two work weeks
Completion of six years service	Three work weeks
Completion of twelve years service	Four work weeks
Completion of eighteen years service	Five work weeks

The number of weeks of vacation and the availability of those weeks may vary from the schedule above if other arrangements are made as a condition of employment as approved by the Department Director (or City Administrator if a director position). For employees with any other arrangements made as a condition of employment, the schedule above shall be adjusted so that an additional work week of vacation shall be added to the vacation already granted at the completion of six years, twelve years and eighteen years of service, up to a maximum of five total weeks of vacation. If a new employee leaves City employment for any reason and prior to the employee’s one-year anniversary date, any vacation time taken by the employee shall be paid back to the City in the form of a deduction from the employee’s final paycheck. New employees who leave City employment prior to their one-year anniversary shall also not receive any accrued vacation benefits on their final paycheck.

Part-time, non-union employees’ vacation benefits will be earned on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their

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anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

Part-time, non-union employees whose status changes to full-time, non-union status shall be granted credit for all years of service in their part-time non-union positions for purposes of computing vacation time entitlement. Years of service as a part-time, union employee or special purpose/seasonal employee shall not be credited for purposes of computing vacation time entitlement.

(3) **Vacation Time Payment:** Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed the employee’s one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued. Military duty will be figured as working time for calculating vacation accrual. (See **707: Military Leave.**) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City’s Risk Management committee may also approve the use of accrued, but unearned vacation time.

(4) **Non-union public safety management employees:**

(a) Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn vacation as follows:

Completion of one year of service	2 work weeks (99 hours)
Completion of six years of service	3 work weeks (148.5 hours)
Completion of twelve years of service	4 work weeks (198 hours)
Completion of eighteen years of service	5 work weeks (247.5 hours)

(b) Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn vacation as follows:

Completion of one year of service	6 tour days (144 hours)
Completion of seven years of service	9 tour days (216 hours)
Completion of twelve years of service	12 tour days (288 hours)
Completion of twenty years of service	15 tour days (360 hours)

(c) If a non-union public safety management shift employee is reassigned to a

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different shift, entitlement to vacation is recalculated at the time of shift reassignment. Such employee's entitlement to vacation for the remainder of the year after reassignment is based upon the ratio that the hours of vacation remaining prior to reassignment bear to the total number of vacation hours available prior to reassignment. That ratio is applied to the total number of vacation hours available for the entire year in the new assignment. For example, a non-union public safety management shift employee assigned to a 6-3 shift who is in his or her 4th year of service and who has used 20 hours of vacation and is reassigned to a 24 hour shift is entitled to 108.9 additional hours of vacation for the remainder of the year ($99 - 24 = 75/99 = .756 \times 144 = 108.9$ hours after rounding). For purposes of this policy in the event of reassignment, entitlement to vacation shall not be reduced, even if years of completion of service would suggest fewer weeks in the employee's current shift.

(5) **Vacation Requests:** Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1st and March 30th annually. Vacations shall be limited to one-week increments unless otherwise approved by the Department Director.

(6) **Vacation Accumulation:** Vacation time shall not accumulate from year to year and annual leave must be used by the end of the employment year following the anniversary date on which it was earned, unless the application for vacation has been refused or the extension is approved as provided in Comment (7).

(7) **Vacation Carryover Guidelines:** Any carryover of vacation shall be administered as follows:

- (a) City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs: City Administrator, Department Directors, Division Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.
- (b) All Other Employees: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour shift) of vacation past the employee's anniversary date. If vacation is unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk

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Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

(8) **Maximum Paid Vacation Periods.** The maximum paid vacation leave an employee can take at any time cannot exceed five (5) times the number of workdays in the employee’s workweek.

(9) **Minimum Vacation Requirements.** Vacations for periods of less than one-half (1/2) hour or as established by department policy, shall not be granted.

(10) **Approval of Vacation.** Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Amended 1/1/05
7/1/06
1/1/08
11/25/13
6/1/15
7/18/16
3/1/19
1/6/20

704: LEAVES OF ABSENCE

Policy:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

Comment:

(1) **Family and Medical Leave:** The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA"). The Appendix to this policy outlines the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the City's obligations.

General Provisions:

In accordance with the Family and Medical Leave Act, the City will grant unpaid family and medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

- a. For incapacity due to pregnancy, prenatal medical care, birth of a child, or to care for such child after birth, or placement of a child with the employee for adoption or foster care; or
- b. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Military Family Leave Entitlements:

Qualifying Exigency - Eligible employees with a spouse, child, or parent on covered active duty or call to covered active duty status may use their 12-week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Service Member Caregiver – FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability returned list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any other time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the

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covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health conditions”.

Eligibility:

To be eligible for family/medical leave, an employee must have at least 12 months of service and have worked at least 1,250 hours over the previous twelve (12) month period. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

Definitions:

- a. “Twelve Month Period” will be calculated as the “rolling” twelve (12) month period measured backward from the date an employee uses any FMLA leave.
- b. “Spouse” includes all individuals in legal marriages as defined or recognized in a state where the individual was married (“place of celebration”), and includes individuals in same-sex and common law marriages. A spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. If both spouses work for the City, and are both eligible for FMLA leave, you and your spouse will be limited to a combined total of twelve (12) weeks of FMLA leave in a twelve (12) month period for anyone or all of the following reasons: birth of a child or to care for the child immediately after birth; placement of a child with you for adoption or foster care, or to care for the child after placement; or to care for your parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of your spouse or child, or because of your own serious health condition.
- c. “Child” means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s “child” is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster or stepchild. The age limitation does not apply to employees applying for a FMLA military related leave.
- d. “Serious Health Condition” means an illness, injury, impairment or a physical or mental condition that involves:
 1. Inpatient (overnight) care in a medical care facility; or
 2. Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in work, school, or regular daily activities. Subject to certain conditions, the continuing treatment

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requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or

3. Incapacity (as defined above) due to a chronic condition that requires periodic (at least twice per year) visits to a healthcare provider for treatment; or
4. Incapacity (as defined above) due to pregnancy.

Other conditions may meet the definition of continuing treatment.

Intermittent or Reduced Leave:

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. “Medically necessary” means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the City’s operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the supervisor’s consent. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employee Notice Requirement:

An employee is required to give thirty (30) days notice in the event of a foreseeable leave. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City’s normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for FMLA leave that was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

An “Application for Family or Medical Leave” form should be obtained from the Financial Services Division, completed by the employee, signed by his/her supervisor and Department Director, and returned to the Financial Services Division for processing and forwarding of additional forms that may be required to complete as explained below.

704: LEAVES OF ABSENCE**Medical and Military Certifications and Return To Work Authorization**

The employee must request FMLA leave, and the City may require the request be supported by a completed doctor's/practitioner's certification no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for their own or a qualified family member's serious health condition. When an employee is on leave and information received by Financial Services staff deems it to meet FMLA criteria, the City may designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. When applicable, forms are available from and must be returned to Financial Services Division staff for review and processing. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Financial Services staff.

For an employee's own medical leave, the City may require a second or third opinion at the City's expense, periodic reports on the employee's status, and a fitness-for-duty report. A release to duty from the employee's health care provider must be provided to the Financial Services Division prior to returning to work. If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.

Response To Employees:

As a FMLA covered employer, the City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer will provide reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines the leave is not FMLA-protected, the employer will notify the employee.

Effect on Benefits:

Taking FMLA leave will not result in loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during an unpaid FMLA leave. Accrual of benefits for employees on intermittent leave or on a reduced work schedule may be calculated on a pro-rata basis in proportion to their work schedule.

Continuation of Health Insurance:

An employee on family/medical leave may remain a participant in the City's health insurance plan throughout the duration of the leave, as if actively employed. S/he will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than thirty (30) days late. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for the delinquent payment upon return from the leave. If an employee does not return to work, the City may require reimbursement for the share of the premiums it paid during the FMLA leave.

704: LEAVES OF ABSENCE**Return to Work:**

An employee returning from leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions. Employees are required to provide at least 72 hours advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

FMLA and other leaves of absence:

Employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.

(2) **Other Leaves of Absences:** Employees generally are eligible for leaves of absence if they have completed at least twelve months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest. The following types of leaves will be considered:

- (a) **Pregnancy not covered under FMLA:** Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.
- (b) **Other sick leave not covered under FMLA: See Policy 706: Sick Leave**
- (c) **Personal Leave of Absence:** Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.
- (d) **Military Leave of Absence:** A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain legislated rights with respect to reinstatement, seniority, layoffs, compensation, and length of service pay increases as required by applicable federal or state law. Employees will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the City will continue to pay an employee their normal straight-time pay on the job, as required and set forth in state law. (See **707: Military Leave**)
- (e) **Educational Leave of Absence:** Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational

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leave of absence, if in accordance with the City's best interest and at the discretion of management.

- (f) Public Office Leave of Absence: Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.
- (g) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

To qualify for bereavement leave pay, an employee must be employed with the City for six (6) months preceding the first day of bereavement leave, and be eligible to receive regular earnings immediately preceding and following the bereavement period.

A Division Manager may approve bereavement leave for employees with less than six months of tenure.

Bereavement leave shall not be taken in less than one day increments.

Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term "working days" means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

- (h) Workers' Compensation: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85 or as allowed under Risk Management Policy 2012-009.

704: LEAVES OF ABSENCE

- (i) Police/Fire Disability Leave: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.
- (3) Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's Department Director thirty days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the Finance & Business Operations Department. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.
 - (4) Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military, public service, or otherwise as permitted by law.
 - (5) Use of paid benefit time and other benefits while on leave:
 - a. Every employee on a sick leave or family care leave of absence will be required to use all floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave. Earned benefit time shall be used until exhausted. Use of accrued, but unearned vacation may then be used when special circumstances warrant and as approved. (See **506: Vacations**) If all benefit time has been exhausted, the employee may be subject to termination of employment.
 - i. Emergency response exception: Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response may choose to take the medical leave as unpaid up to a maximum of twelve (12) weeks; and shall not be required to use accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After twelve (12) weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA.
 - b. Employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may not use any other paid leave.
 - c. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.
 - d. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed

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- to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.
- e. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave and approved paid leave, unless otherwise specified by union contract.
 - f. Holiday pay (named and floating holidays) will be included for purposes of calculating FMLA leave time, unless prohibited by law.
 - g. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.
 - h. Availability of paid benefit time is no guarantee of continued employment.
- (6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. However, in order to be reinstated to their same job or equivalent job, employees must return to work within 12 weeks after the expiration of an approved sick leave or FMLA leave, or for employees who do not qualify for FMLA leave, within 12 weeks of their first absence. This time may be extended upon recommendation of the Department Director and approval by the City Administrator for good cause, such as availability of additional earned sick leave. Employees who have taken personal, educational or public service leave cannot be guaranteed employment upon expiration of leave. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's physician. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the Financial Services Division. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though s/he were not on leave at the time of the reduction in force.
- (7) Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Department Director and the Director of Finance & Business Operations. They will determine whether reinstatement would be consistent with the City's needs and requirements. Likewise, when an employee is convicted of a crime, the employee's Department Director and the Director of Finance & Business Operations will determine if it is in the best interests of the City to allow

704: LEAVES OF ABSENCE

resumption to active employment or termination.

- (8) If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.
- (9) Application forms are provided at the end of this policy for use with leaves of absence longer than two consecutive weeks, other than FMLA leave which requires an application form regardless of the length of such leave. These forms also may be obtained from the Financial Services Division. Application forms, other than for FMLA leave, must be completed by the employee and returned to the Financial Services Division at least seven (7) calendar days prior to commencement of a leave, absent unusual circumstances.

Amended 1/1/05
7/1/06
1/1/09
4/09
1/23/12
2/13/12
11/12/12
11/25/13
6/1/15
3/1/19
1/6/20

704: LEAVES OF ABSENCE**APPENDIX:****EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT****Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by

704: LEAVES OF ABSENCE

the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

704: LEAVES OF ABSENCE

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

Other Provisions:

Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

Further Information: For more information, employees may contact the Financial Services Division.

706: SICK LEAVE

Policy:

It is the policy of the City of Cedar Falls to grant its full-time employees and part-time non-union employees (excluding seasonal and special purpose) paid sick leave during times of incapacitation for work or for the birth, adoption or foster placement of a child in accordance with the procedures below.

Comment:

(1) Sick Leave Credited. Sick leave shall be earned by the employee as follows:

After first seven (7) days of employment	One (1) day
After thirty (30) days of employment	One (1) additional day
After each month of employment	One (1) additional day

At the end of the first year, thirteen (13) days shall have been earned. After the first year of employment, an additional one (1) day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave. Upon beginning employment, the employee shall be credited with the first year's sick leave of thirteen (13) days. If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted from the employee's last paycheck.

Part-time, non-union employees' sick leave benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. Part-time, non-union employees' accrual of sick leave benefits will accrue on an annual basis rather than a monthly basis.

(2) Use of Sick Leave. Sick leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an illness or injury of a member of the immediate family, which includes the following: the spouse, children, grandchildren, brothers, sisters, parents and grandparents of both the employee and spouse. Sick leave may also be taken for the birth, adoption or foster placement of a child as provided for in the federal Family and Medical Leave Act (FMLA). In emergency situations, sick leave may be used for other purposes if approved in advance by the City Administrator.

(3) Sick Leave/Benefit Notification. The employee will receive straight time for each work day that said employee is absent while on sick leave to the extent of earned sick leave; but not more sick benefit per week than employee's pay for a normal work week. Sick leave is in no way to be construed as additional vacation time. Sick leave shall not be granted unless the supervisor or other persons as established by each department has been notified by not later than the starting time of the particular workday. Such notification should include a reason for the absence and an indication of when the employee is expected to return to work. If the supervisor is unavailable, the employee must contact the Division Manager or Department Director. If the employee is unable to notify the supervisor, Division Manager or Department Director, then the

706: SICK LEAVE

employee should contact the Personnel Specialist. Voice mail messages, text messages and emails are initially acceptable when personal contact cannot be made with a supervisor, Division Manager, Department Director, or Personnel Specialist, but the employee must continue to contact supervisors, managers and directors until the employee personally speaks to someone. Employees are required to personally notify unless emergency prevents personal notification. Employees are required to provide a telephone number where they can be reached when absent from work.

(4) Non-FMLA Extended Family and Medical Leave. An employee who is sick or injured and unable to work, or who has an immediate family member who is sick or injured and requires the care of the employee, or in the event of the birth of a child or placement with the employee of a child for adoption or foster care, which will result in absence from work for two consecutive weeks or more, may be granted a leave of absence if the employee does not qualify for FMLA leave, if work conditions and other circumstances permit. If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days advance notice to the employee's supervisor of the need for leave. When such long term non-FMLA leave is unforeseeable, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures until extended leave is granted. Approval for such leave must be granted by management and by the City's Risk Management Committee. An immediate family member for purposes of this policy means spouse, child or parent of the employee. Except for the birth of a child or placement with the employee of a child for adoption or foster care, an employee on extended family or medical leave shall provide as soon as practicable a certification from a health care provider stating that the condition prevents the employee from performing the essential functions of the employee's job, or if applicable, supporting the need for leave to care for the immediate family member. The length of any such leave will be governed by individual circumstances, but in no event shall such extended leave exceed twelve weeks in any twelve month period. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

(5) Vacation and Sick Leave. If an employee is scheduled for vacation and becomes ill or injured to the extent they must seek medical attention, the employee may be allowed to switch vacation leave to sick leave, subject to Department Director approval and written documentation from a member of the medical profession.

(6) Use of Paid Benefits After Sick Leave is Exhausted. If any earned paid benefit time remains after sick leave benefits have been exhausted, such earned paid benefit time shall then be used until exhausted. Accrued but unearned vacation may then be used when special circumstances warrant and as approved (See **506: Vacations**).

(7) Substantiation of Sick Leave. At the discretion of the department head, sick leave covering a period in excess of two (2) working days must be substantiated by a written statement from a member of the medical profession, stating the nature of the sickness or injury, and that the

706: SICK LEAVE

employee is again physically able to perform their duties. Substantiation of birth, adoption or foster placement of a child may also be required. (See **701: Attendance and Punctuality**; **704: Leaves of Absence**; and **205: Medical Procedures** Policies.)

(8) Injury On-The-Job and Return to Work. Any employee who is injured on the job will not be allowed to return to work until the Legal Services Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified. All accidents and injuries must be reported to the employee’s supervisor immediately.

(9) Other Injuries/Illnesses and Return to Work. Employees who have had a non-occupational illness or injury will not be allowed to return to work unless the Legal Services Division is presented with a written statement from a member of the medical profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified, depending upon the needs of the position and the nature and extent of any activity restrictions. Any temporary assignments under this policy must have the prior approval of the City’s Risk Management Committee. Employees may be required to complete a fitness for duty exam by the City’s health care provider before returning to work in any capacity. (See also **704: Leaves of Absence**).

(10) Abuse of Sick Leave. Employees who abuse sick leave shall be subject to discipline, up to and including termination.

(11) Sick Leave Accumulation and Accrual. (See **309: Severance Pay**.) No lump sum payment may be made for unused sick leave, except as provided in **309: Severance Pay**, to qualifying employees.

(12) Non-Union Public Safety Personnel. Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn sick leave as follows: 8.25 hours for each month of employment on the shift. Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn sick leave as follows: 24 hours for each month of employment on the shift. Non-union public safety shift management employees assigned to non-shift shall accrue and earn sick leave as follows: 8 hours for each month of employment on the non-shift. Sick leave accrual and earning is calculated or recalculated at the time of shift assignment and only completed months of employment are included in such calculation or recalculation. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. Use of sick leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned. Use of sick leave shall be as provided in this policy.

Amended 3/22/04
 1/1/05
 7/1/06

706: SICK LEAVE

6/1/15
3/1/19
1/6/20

807: CONFLICTS OF INTEREST

Policy:

It is the policy of the City of Cedar Falls to prohibit its elected and appointed officials and all employees from engaging in any activity, practice, or act that unlawfully conflicts with, or appears to conflict with, the interests of the City. To comply with State law, the City of Cedar Falls requires all full-time, permanent part-time and certain special purpose employees and elected and appointed City officials to sign an annual declaration of compliance with this Conflicts of Interest Policy. Since it is impossible to describe all of the situations that may cause or give the appearance of an unlawful conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and only include some of the more clear-cut examples. (See *210: Outside Employment*).

Comment:

(1) Employees and City officials are expected to represent the City in a positive and ethical manner. Thus, employees and City officials have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Employees and City officials are required to sign a form containing a special statement acknowledging their understanding of and adherence to this policy on an annual basis. This form must be returned to the Department of Finance & Business Operations by January 1st of every year. Employees failing to return the form in a timely manner shall be subject to disciplinary action.

(2) Employees and City officials are not to engage in, directly or indirectly either on or off the job, any conduct that is disloyal, disruptive, or damaging to the City. Such prohibited activity also includes any illegal acts in restraint of trade.

(3) Employees, other than off-duty police officers, are not to accept any employment relationship with any organization that does business with the City. This prohibition on employment includes serving as an advisor or consultant to any such organization, unless that activity is conducted as a representative of the City. (See also *210: Outside Employment*.) Employees must discuss any outside employment and potential conflicts of interest with their Department Director and City Attorney for a determination of appropriateness of the outside activity or employment prior to the employee engaging in the activity.

(4) Employees and City officials must disclose any financial interest they or their immediate family have in any firm, business or organization that does business with the City. The City may require divestiture of such interest if it deems the interest to be in conflict with its best interests.

(5) Employees and City officials and their immediate family are not to accept gifts or services, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with the City. The meaning of gifts for purposes of this policy includes the acceptance of entertainment, free long-distance travel and lodging, and

807: CONFLICTS OF INTEREST

objects or produce with a value of \$3.00 or higher.

(6) Employees and City officials are not to give, offer, or promise, directly or indirectly, anything of value to any citizen, representative of a customer, of a potential customer, business entity, organization, or of a financial institution in connection with any transaction or business that the City may have with such citizen, customer, potential customer, business entity, organization or financial institution.

(7) Employees and City officials may learn or become aware of information about the City that, if known to the public, might affect the decision of a reasonable investor to buy, sell, or hold securities issued by the City. Employees and City officials are prohibited from misusing such material inside information prior to public disclosure by purchasing or selling the City's securities for their own account or for accounts of members of their immediate family. In addition, employees and City officials are not to disclose inside information to anyone, either inside or outside the organization, who does not have a lawful right to know it.

(8) Employees and City officials should exercise care so that no personal correspondence appears to be an official communication of the City. All outgoing correspondence should be accurate, appropriate, and work-related. Personalized City stationery and business cards may only be issued by the City. Employees and City officials are discouraged from using the City's address for receiving personal mail or other personal packages. Employees and City officials shall not use City stationery or postage for personal letters. Employees and City officials are prohibited from use of their job title for any purpose unrelated to City business.

(9) Any conflict or potential conflict of interest must be disclosed in writing to the City. For employees, failure to do so will result in discipline, up to and including termination.

Amended 1/1/08
 1/23/12
 6/1/15
 7/18/16

807: CONFLICTS OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

I acknowledge my obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to my supervisor. I have an obligation to fully comply with the City's Policy on Conflicts of Interest and the City's Policy on Outside Employment, and to annually acknowledge my understanding of and adherence to these policies as provided in the Personnel Policy Manual.

I further affirmatively state that I have previously disclosed, in writing, any and all potential conflicts of interest to my supervisor. All potential conflicts of interest are as follows:

I further affirmatively state that I have previously discussed with my Department Director and the City Attorney all employment outside of my employment with the City prior to beginning such outside employment. All outside employment is as follows:

(Name and Address of Employer) _____

(Position/Job Duties) _____

OR

_____ (No potential conflict of interest/No outside employment to disclose by employee)

Employee Signature

Date

Reviewed by:

Division Manager

Department Director

Date

Date

807: CONFLICTS OF INTEREST

**DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST
Elected Officials**

I acknowledge my obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the City Administrator and the City Attorney. I have an obligation to fully comply with the City’s Policy on Conflicts of Interest (Personnel Policy: 807) and the City’s Policy on Outside Employment (Personnel Policy: 210), and to annually acknowledge my understanding of and adherence to these policies as provided in the Personnel Policy Manual.

I further affirmatively state that I have disclosed, in writing, any and all potential conflicts of interest to the City Administrator and the City Attorney. All potential conflicts of interest are as follows:

(If none, please so state)

Elected Official signature

Date

807: CONFLICTS OF INTEREST

**DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST
Board Members & Commissioners**

I acknowledge my obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to the City Administrator and the City Attorney. I further acknowledge that if I have a conflict of interest I shall recuse myself from any action that pertains to the subject matter of the conflict of interest.

I affirmatively state that I have disclosed, in writing, any and all current and potential conflicts of interest to the City Administrator and the City Attorney. I shall disclose any conflict of interest that arises after the date of my signature on this Disclosure which is not listed below, as soon as I recognize such conflict of interest. The disclosure shall be to the City Administrator and the City Attorney or, if such conflict of interest arises under circumstances that make it impossible or impractical to disclose in advance, I will recuse myself from any action that pertains to the subject matter of the conflict of interest and make such disclosure as soon as possible or practical. All current and potential conflicts of interest are as follows:

(If none, please so state)

Board Member or Commissioner Signature

Date

Reviewed by:

City Administrator

807: CONFLICTS OF INTEREST

Date

Revised 7/1/14, 7/18/16, 5/3/18, 12/17/19



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 25, 2020
SUBJECT: FY2021 Payroll Resolution

Please find attached the following items that cover the period from June 27, 2020 to June 25, 2021:

- FY2021 Payroll Resolution
- FY2021 Pay Plan and Pay Grade Schedules
- FY2021 Workshop/Session/Event Pay Plan
- The pay schedules for the union groups

The payroll resolution implements the 2.54% across the board increase for the fourth year of the 5-year contract as negotiated with the Parks/Public Works Union and the Police/Public Safety Union. You may recall that the fourth-year increase is based on the average of the CPI over the past 12 months + .75%, but no less than 2% and no more than 3%. Therefore, the union wage increase is 2.54% based on the CPI calculation.

The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the bargaining groups, each employee's performance evaluation, and their respective pay band classification. The resolution also authorizes the pay for the Paid-On-Call (POC's) not covered under union contract.

If you have any questions, please feel free to contact me.

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
Ron Gaines	City Administrator Longevity		91.247 0.260
Shane Graham	Economic Development Coordinator Longevity, December 21, 2019	412	38.980 0.087
Amanda Huisman	Communication Specialist	409	34.627
<u>DEPARTMENT OF FINANCE & BUSINESS OPERATIONS</u>			
<u>ADMINISTRATION DIVISION</u>			
Jennifer Rodenbeck	Director of Finance & Business Operations Longevity Longevity, April 17, 2021	420	79.707 0.433 0.490
Cathy Niebergall	Financial Technician (Part-Time)	308	30.782
<u>FINANCIAL SERVICES DIVISION</u>			
Heidi Andersen	Financial Clerk (Part-Time)	306	19.383
Brenda Balvanz	Personnel Specialist Longevity	309	F 41.268 0.433
Patricia Freese	Financial Clerk (Part-Time)	306	19.556
Katherine Aguiar	Payroll/HR Technician Longevity	307	21.871 0.144
Paul Kockler	Accountant	409	33.485
Andrea Ludwig	Financial Clerk Longevity	306	20.134 0.087
Lisa Roeding	Controller/City Treasurer Longevity	414	49.185 0.317
<u>PUBLIC RECORDS DIVISION</u>			
Laura Aukstolis	Administrative Assistant (Part-Time)	305	17.203
Marcie Breitbach	Administrative Assistant Longevity	305	19.313 0.087
Jacqueline Danielsen	City Clerk Longevity	413	45.633 0.606

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
Amy Eggleston	Administrative Assistant	305	18.200
Courtney Fisher	Administrative Assistant (Part-Time)	305	18.730
Joanne Goodrich	Administrative Assistant Longevity Longevity, April 22, 2021	305	23.178 0.317 0.375
Kim Kerr	Administrative Assistant - Lead Longevity	306	23.329 0.202
Karen Kuba	Administrative Assistant	305	17.530
Linda Loy	Administrative Assistant (Part-Time) August 3, 2020	305 305	16.380 16.459
Lisa Reiter	Administrative Assistant Longevity	305	23.231 0.144
<u>INFORMATION SYSTEMS DIVISION</u>			
Scott Ameling	Information Systems Technician I	306	19.678
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity	412	40.006 0.260
Shelby Gappa	Production Assistant II (Part-Time)	016	13.330
Cory Hines	GIS Analyst Longevity, December 9, 2019	411	POC 39.816 0.087
Dan Jaeger	Information Systems Technician II Longevity	308	POC 29.960 0.260
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	21.704
Michael Mennan	Video Production Specialist	308	25.366
Jeremy Ott	Video Production Supervisor Longevity	311	32.025 0.087
Julia Sorensen	Information Systems Manager Longevity, May 1, 2021	415	47.132 0.087
Pat Williams	Network Administrator Longevity	411	42.575 0.375
<u>LEGAL SERVICES DIVISION</u>			
Kevin Rogers	City Attorney Longevity, November 1, 2020	419	72.656 0.087
Colleen Sole	Personnel Specialist Longevity	309	35.688 0.260

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
<u>PARKING</u>			
Jeremy Camerer	PT - Parking Meter Attendant	PT-1 B	16.030
	June 2, 2021	PT-1 C	16.507
Jillane Conradi	PT - Parking Meter Attendant	PT-1 H	19.144
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	19.144
<u>LIBRARY</u>			
Kristi Anhalt	Librarian (Part Time)	409	35.000
Jessica Bamford-Love	Library Assistant Longevity	305	17.872 0.087
William Boelts	Library Assistant (Part-Time)	305	17.148
Jennifer Brannan	Library Assistant	305	16.963
Lexi Byrnes	Intern I (Part-Time)	010	8.913
Ayoko Condon	Intern I (Part-Time)	010	8.653
Timothy Daniels	Library Administrative Assistant	306	18.903
Bryony Diaz Rodriguez	Library Assistant (Part-Time)	305	17.710
Terry Duncan	Intern I (Part-Time)	010	8.439
Aimee Erne	Library Page (Part-Time)	301	10.508
Dawn Groskurth	Library Page (Part-Time)	301	10.770
Nancy Hasenwinkel	Library Assistant (Part-Time)	305	17.148
Rebecca Hosford	Youth Services Senior Librarian	412	32.728
Mary Kabel	Library Education Coordinator (Part-Time)	308	26.796
Nona Kanago	Library Page (Part-Time)	301	11.873
David Keiser	Library Page (Part-Time)	301	10.159
Taylor Kruger	Intern I (Part-Time)	010	8.653
Robert LaFountain	Facility Assistant (Part-Time)	013	9.615
Tait Larson	Library Assistant (Part-Time)	305	16.963
Elizabeth Lavenz	Shelver (Part-Time)	010	7.588
Renae Loomis	Library Assistant	305	23.961

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
	Longevity		0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	16.968
Dan Meier	Library Assistant Longevity	305	22.500 0.144
Katherine Nedwick	Library Assistant	305	18.086
Laura Pagel	Library Assistant Longevity	305	18.276 0.087
Ambri Refer	Librarian (Part Time)	409	26.010
Marykaye Roberts	Library Assistant Longevity	305	17.898 0.087
Kelly Stern	Library Director Longevity	417	48.784 0.202
Amy Stuenkel	Senior Librarian Longevity Longevity, August 19, 2020	412	36.415 0.087 0.144
Tiana Taylor	Library Assistant (Part-Time)	305	16.963
Erin Gitchell Thompson	Technology Librarian	409	27.425
Michael Welch	Librarian (Part Time)	409	25.729
Julia Wehr	Library Assistant (Part-Time)	305	17.520
Miranda Wheeler	Intern I (Part-Time)	010	8.913

DEPARTMENT OF COMMUNITY DEVELOPMENT**ADMINISTRATION DIVISION**

Stephanie Houk Sheetz	Director of Community Development Longevity	420	65.291 0.087
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PLANNING & COMMUNITY SERVICES DIVISION

Jaydevsinh Atodaria	Planner I	307	28.154
Robyn Cusmano	Housing Program Specialist (Part-Time)	306	18.724
Debra Frost	Community Services Coordinator	307	27.810
Karen Howard	Planning & Comm Serv. Manager	415	50.653
Richard "Chris" Sevy	Planner I	307	27.300

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
<u>INSPECTION SERVICES DIVISION</u>			
Jamie Castle	Inspection Services Mgr.	414	42.829
Jeffrey Craig	Inspector	309	27.500
John Henderson	Inspector Longevity	309	35.477 0.202
Jason Mai	Inspector Longevity, April 17, 2021	309	28.264 0.087
Gregory Rekward	Code Enforcement Officer	307	23.564
Mark Sturm	Inspector Longevity	309	36.137 0.202
Joel Wardell	Inspector	309	27.804
<u>V&T/CULTURAL SERVICES DIVISION</u>			
Bonita Cunningham	Office Assistant (Part-Time)	304	15.804
Emily Drennen	Hearst Coordinator (Part-Time)	308	28.115
Abby Haigh	Office Assistant (Part-Time)	304	16.278
Angela Hickok	Education Coordinator (Part-Time)	308	23.852
Maggie Hines	Hearst Assistant (Part-Time)	013	9.880
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	21.698
Debra Lewis	Office Assistant (Part-Time)	304	15.944
Kimberly Manning	Visitors & Tourism/Cultural Programs Manager Longevity Longevity, July 1, 2020	413	49.299 0.317 0.375
Linda Maughan	Office Assistant (Part-Time)	304	16.278
Heather Skeens	Cultural Programs Supervisor	411	31.358
Lea Stewart	Sr. Service Coordinator (Part-Time)	305	19.066
Claire Timmerman	Hearst Lab Technician (Part-Time)	015	11.000
Ana Verastegui	Office Assistant (Part-Time)	304	15.944
Rebekah Wagner	V&T Coordinator (Part-Time)	307	22.169

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND		HOURLY
<u>RECREATION & MUNICIPAL PROGRAMS DIVISION</u>				
Christine Anderson	Recreation Program Coordinator (Part-Time)	309		28.557
Peggee Frost	Administrative Assistant - Lead Longevity	306		25.165 0.375
Brock Goos	Recreation Program Supervisor Longevity	411		39.246 0.433
Chris Schoentag	Recreation Program Supervisor Longevity	411		31.665 0.375
Bruce Verink	Recreation & Community Programs Manager Longevity	413	M	55.011 0.663
Megan Wilmot	Fitness Coordinator (Part-Time)	409		27.808
<u>DEPARTMENT OF PUBLIC WORKS</u>				
<u>ADMINISTRATION DIVISION</u>				
Chase Schrage	Director of Public Works Longevity	420		61.911 0.144
Julia Donahue	Administrative Assistant	305		23.872
Brian Heath	Public Works & Parks Manager Longevity	415		61.632 0.663
Jane Tangen	Administrative Assistant Longevity	305		26.608 0.663
<u>ENGINEERING DIVISION</u>				
Brett Armstrong	Civil Engineer I	410		28.900
Darwin Bentley	Engineering Technician II Longevity	309		34.739 0.663
Benjamin Claypool	Civil Engineer II	411		32.388
Nicholas Erickson	Engineering Technician II Longevity	309	POC	28.326 0.087
Jonathan Fitch	Principal Engineer	413		49.779
Brad Foulk	Engineering Technician II Longevity, November 14, 2020	309		26.336 0.087
Maria Perez Gonzalez	Storm Water Specialist	309		31.673

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
J. Cody Hager	Engineering Technician II Longevity	309	35.781 0.260
Jeffrey Helland	Land Surveyor	411	38.990
Kevin Niebuhr	Engineering Technician II Longevity	309	32.762 0.663
Matthew Tolan	Civil Engineer II	411	34.201
David Wicke	City Engineer	417	62.865
<u>CEMETERY SECTION</u>			
Jeremiah Hook	Equipment Operator	17 H	28.083
Brett Morris	Public Works & Parks Supervisor Longevity, August 8, 2020	411	31.014 0.087
Dennis Pfandenbauer	Laborer (Part-Time) November 11, 2020 May 11, 2021	8 A 8 B 8 C	15.082 15.541 16.008
Tobias Sires	Laborer (Part-Time) April 22, 2021	8 C 8 D	16.008 16.490
<u>PARK SECTION</u>			
Kim Armstrong	Laborer (Part-Time) March 27, 2021	8 E 8 F	16.985 17.492
Robert Conrad	Laborer (Part-Time) June 24, 2021	8 G 8 H	18.018 18.745
Kevin Cross	Public Works & Parks Supervisor Longevity	411	POC 41.850 0.202
Devon Dyer	Laborer (Part-Time) September 6, 2020	8 D 8 E	16.490 16.985
Cameron Frederick	Laborer (Part-Time) July 9, 2020	8 C 8 D	16.008 16.490
Andrew Hoyer	Equipment Operator July 21, 2020	17 C 17 D	23.979 24.701
Shem McCoy	Laborer (Part-Time) August 13, 2020	8 B 8 C	15.541 16.008
Greg Miller	Laborer (Part-Time)	8 H	18.745
Ryan Rieger	Arborist	308	28.061
Harold Runkle	Senior Groundskeeper	17 H	28.083

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
	Longevity		0.663
Joel Sires	Laborer (Part-Time)	8 D	16.490
	April 2, 2021	8 E	16.985
<u>BUILDING MAINTENANCE SECTION</u>			
Matthew Buck	Bldg. Maintenance Supervisor	411	POC 36.523
	Longevity		0.144
	Longevity, August 16, 2020		0.202
Brett Riley	Maintenance Worker (Part-Time)	15 C	21.924
	March 18, 2021	15 D	22.577
<u>REFUSE OPERATIONS SECTION</u>			
Jeff Bass	Maintenance Worker (Part-Time)	15 C	21.924
	October 8, 2020	15 D	22.577
Benjamin Bausman	Maintenance Worker	15 B	21.282
	July 8, 2020	15 C	21.924
Christopher Blohn	Maintenance Worker	15 F	23.953
	May 23, 2021	15 G	24.672
Stephanie Camargo	Maintenance Worker (Part-Time)	15 C	21.924
	March 18, 2021	15 D	22.577
Richard Christensen	Maintenance Worker (Part-Time)	15 C	21.924
	October 8, 2020	15 D	22.577
Lisa Conrad	Maintenance Worker (Part-Time)	15 C	21.924
	October 8, 2020	15 D	22.577
Scott Dagit	Maintenance Worker (Part-Time)	15 A	20.662
	August 26, 2020	15 B	21.282
	February 26, 2021	15 C	21.924
Chris Finke	Maintenance Worker	15 H	25.668
Darwin Fleshner	Maintenance Worker (Part-Time)	15 C	21.924
	October 8, 2020	15 D	22.577
Scott Goodenbour	Maintenance Worker	15 H	25.668
Robert Martin	Maintenance Worker (Part-Time)	15 C	21.924
	December 26, 2020	15 D	22.577
Mike Ravn	Maintenance Worker (Part-Time)	15 C	21.924
	October 8, 2020	15 D	22.577

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND		HOURLY
Doyle Smith	Public Works & Parks Supervisor Longevity	411		36.002 0.375
Kevin Tegtmeier	Maintenance Worker Longevity	15 H		25.668 0.663
Roy Trenkamp	Maintenance Worker	15 H		25.668
<u>WATER RECLAMATION DIVISION</u>				
Ryan Bonjour	Maintenance Worker	15 H		25.668
Tyler Griffin	Water Reclamation Supervisor Longevity	411	POC	36.234 0.202
John Koch	Waste Water Operator I April 22, 2021	16 G 16 H		25.805 26.847
Keith Lewis	Waste Water Operator I	16 H		26.847
Jeremy Northrup	Waste Water Operator I	16 H		26.847
Michael Nyman	Water Reclamation Manager Longevity	414	POC	46.699 0.548
Landon Parmer	Maintenance Worker June 3, 2021	15 C 15 D		21.924 22.577
Chris Robinson	Equipment Mechanic	18 H		29.366
Rodney Smith	Waste Water Operator II Longevity Longevity, August 21, 2020	18 H		29.366 0.548 0.606
Danny Surratt	Waste Water Operator I Longevity	16 H		26.847 0.606
Kelly Tegtmeier	Maintenance Worker Longevity	15 H		25.668 0.663
Ted Timson	Maintenance Worker July 7, 2020	15 G 15 H		24.672 25.668
Patricia Tometich	Laboratory Technician May 23, 2021	18 F 18 G		27.414 28.231
<u>SANITARY SEWER SECTION</u>				
Larry Camarata	Maintenance Worker	15 H		25.668
Josh Timmerman	Equipment Operator	17 H		28.083

STREET CONSTRUCTION SECTION

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
Adam Burg	Equipment Operator	17 G	POC 26.999
	April 8, 2021	17 H	28.083
Virgil Butterfield	Maintenance Worker (Part-Time)	15 G	24.672
	June 30, 2020	15 H	25.668
Jacob Clark	Maintenance Worker	15 C	21.924
	October 1, 2020	15 D	22.577
Scott Crawford	Maintenance Worker	15 E	23.249
	October 11, 2020	15 F	23.953
James Dietz	Maintenance Worker	15 F	23.953
	August 31, 2020	15 G	24.672
Dennis Douglas	Equipment Operator	17 H	28.083
Rick Ehmen	Maintenance Worker	15 H	25.668
Royce Eiklenborg	Maintenance Worker	15 H	25.668
Mark Forrester	Equipment Operator	17 H	28.083
	Longevity		0.663
Kathy Gaede	Maintenance Worker (Part-Time)	15 D	22.577
	February 13, 2021	15 E	23.249
Thomas Hallman	Equipment Operator	17 H	28.083
Robert Henry, Jr.	Maintenance Worker	15 H	25.668
Trevor Johnson	Maintenance Worker	15 A	20.662
	August 24, 2020	15 B	21.282
	February 24, 2021	15 C	21.924
Cody Kayser	Equipment Operator	17 E	25.448
	July 18, 2020	17 F	26.207
Ken Lewis	Maintenance Worker	15 H	25.668
Josiah Smith	Maintenance Worker	15 B	21.282
	October 7, 2020	15 C	21.924
Mike Soppe	Public Works & Parks Supervisor	411	31.326
	Longevity		0.317
Travis Schlamp	Equipment Operator	17 H	28.083
Joe Tegtmeier	Maintenance Worker	15 G	24.672
	June 30, 2020	15 H	25.668
Jason Yearous	Public Works & Parks Supervisor	411	30.560
	Longevity		0.087

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
Carl Yokem	Maintenance Worker	15 H	25.668
<u>TRAFFIC OPERATIONS SECTION</u>			
Brian Graham	Maintenance Worker	15 H	POC 25.668
Matthew Lukehart	Traffic Operations Supervisor	411	31.802
<u>VEHICLE MAINTENANCE SECTION</u>			
Derek Gearhart	Equipment Mechanic	18 D	25.843
	April 30, 2021	18 E	26.611
Andrew Lee	Asst. Equipment Mechanic (Part-Time)	15 A	20.662
	December 27, 2020	15 B	21.282
Richard Mitchell	Asst. Equipment Mechanic (Part-Time)	15 A	20.662
	December 27, 2020	15 B	21.282
Dustin Rawdon	Fleet Maintenance Supervisor	411	37.753
	Longevity		0.202
Robert Richardson	Equipment Mechanic	18 H	29.366
Brian Steinlage	Equipment Mechanic	18 H	29.366
Bradley Yearling	Equipment Mechanic	18 B	24.354
	July 22, 2020	18 C	25.085
<u>PUBLIC SAFETY SERVICES DEPARTMENT</u>			
<u>FIRE DIVISION</u>			
John Bostwick	Asst. Director of Public Safety Serv./Fire Chief	416	61.844
	Longevity		0.663
Thomas Baltes	Public Safety Officer	PSO-2-II	32.794
	January 3, 2021	PSO-2-III	33.453
Derek Brown	Acting Battalion Chief	413	42.864
	Fire Captain	411	41.616
	Longevity		0.375
	Longevity, October 19, 2020		0.433
Chris Copp	Public Safety Officer	PSO-2-VIII	37.661
	August 26, 2020	PSO-2-IX	38.699
	Longevity		0.202
Scott Dougan, Jr.	Public Safety Officer	PSO-2-III	33.453
Brooke Helgeson	Public Safety Officer	PSO-2-III	33.453
Curtis Hildebrand	Battalion Chief	413	43.402

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY	
	Longevity		0.375	
	Longevity, October 19, 2020		0.433	
Hannah Hoffa	Public Safety Officer	PSO-2-II	32.794	
	January 3, 2021	PSO-2-III	33.453	
Brian Johannsen	Public Safety Officer	PSO-2-VIII	37.661	
	August 29, 2020	PSO-2-IX	38.699	
	Longevity		0.202	
Matt Krueger	Public Safety Officer	PSO-2-VIII	37.661	
	August 26, 2020	PSO-2-IX	38.699	
	Longevity		0.202	
Zachary Ladage	Public Safety Supervisor - Lieutenant	412	PSO	41.773
	Longevity			0.202
	Longevity, March 20, 2021			0.260
Austin Lechtenberg	Public Safety Officer	PSO-2-III	33.453	
Tyler Lenox	Public Safety Officer	PSO-2-II	32.794	
	January 3, 2021	PSO-2-III	33.453	
Kyle Manternach	Public Safety Officer	PSO-2-III	33.453	
Shea McNamara	Public Safety Supervisor-Lieutenant	412	PSO	43.872
	Longevity			0.144
Troy Purdy	Public Safety Officer	PSO-2-IX	38.699	
	Longevity			0.375
Tyler Putney	Public Safety Officer	PSO-2-II	32.794	
	January 3, 2021	PSO-2-III	33.453	
Preston Russell	Public Safety Officer	PSO-2-III	33.453	
Lucas Schmidt	Public Safety Officer	PSO-2-II	32.794	
	May 28, 2021	PSO-2-III	33.453	
Rick Schmidt	Battalion Chief	413		42.601
	Longevity			0.375
	Longevity, October 19, 2020			0.433
Samual Shafer	Public Safety Officer	PSO-2-IX	38.699	
	Longevity			0.202
Brad Sherwood	Fire Captain	411		36.827
	Longevity			0.317
	Longevity, July 21, 2020			0.375
Timothy Smith	Public Safety Supervisor-Captain	414	PSO	54.231
	Longevity			0.260
Roger Stensland	Battalion Chief	413		44.202

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
	Longevity		0.548
Todd Taylor	Fire Captain Longevity	411	33.515 0.260
Bobby Wright	Fire Captain Longevity	411	39.353 0.375
Nolan Young	Public Safety Officer	PSO-2-III	33.453
John Zolondek	Public Safety Supervisor-Lieutenant Longevity Longevity, September 4, 2020	412	PSO 43.872 0.202 0.260
<u>POLICE DIVISION</u>			
Jeffrey Olson	Director of Public Safety Services Longevity	420	77.934 0.663
Marissa Abbott	Public Safety Officer January 2, 2021	PSO-2-II PSO-2-III	32.794 33.453
Tryston Adelmund	Public Safety Officer October 14, 2020	PSO-1-I PSO-1-II	26.642 29.412
Carson Barron	Public Safety Officer April 11, 2021 Longevity	PSO-2-III PSO-2-IV	33.453 34.123 0.087
Christian Baumgartner	Public Safety Officer March 2, 2021	PSO-1-I PSO-1-II	26.642 29.412
Martin Beckner	Public Safety Supervisor-Lieutenant Longevity	412	PSO 48.986 0.375
Ryan Bellis	Police Officer Longevity	P2-IX	34.708 0.317
Matthew Belz	Police Officer Longevity	P2-IX	34.708 0.260
Craig Berte	Asst. Director of Public Safety Serv./Asst. Chief Longevity	416	61.696 0.548
Daniel Brown	Police Lieutenant Longevity	412	44.181 0.663
Kaleb Bruggeman	Public Safety Officer January 2, 2021	PSO-2-II PSO-2-III	32.794 33.453
Katie Burkhardt	Public Safety Officer Longevity Longevity, December 27, 2020	PSO-2-IX	38.699 0.260 0.317

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
Gavin Carman	Public Safety Officer	PSO-2-VIII	37.661
	August 26, 2020	PSO-2-IX	38.699
	Longevity		0.202
Jovan Creighton	Public Safety Officer	PSO-2-V	34.808
	Longevity		0.144
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	15.565
Cedric Danilson	Public Safety Officer	PSO-2-III	33.453
Dusanka Devic	Public Safety Officer	PSO-2-III	33.453
	Longevity, August 9, 2020		0.087
Alexis Eick	Community Service Officer I (Part-Time)	012	11.792
Clinton Ferguson	Public Safety Officer	PSO-2-III	33.453
	February 13, 2021	PSO-2-IV	34.123
	Longevity, February 13, 2021		0.087
Thomas Fey	Public Safety Officer	PSO-2-III	33.453
	Longevity, May 1, 2021		0.087
Christina Flores-Henriquez	Community Service Officer I (Part-Time)	012	11.792
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	15.565
Jonathan Gerzema	Public Safety Officer	PSO-2-V	34.808
	December 27, 2020	PSO-2-VI	35.504
	Longevity		0.144
Joshua Getz	Public Safety Officer	PSO-1-I	26.642
	August 12, 2020	PSO-1-II	29.412
Kathy Gill	Computer Operator - Police	C1-H	26.650
	Longevity		0.375
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	15.565
Michael Haislet	Police Lieutenant	412	42.306
	Longevity	PSO	0.375
Grant Halbur	Community Service Officer I (Part-Time)	012	11.792
Gene Haller	Crossing Guard (Part-Time)	PT-2	15.565
Adam Hancock	Public Safety Officer	PSO-2-III	33.453
Jeff Harrenstein	Police Captain	414	50.802
	Longevity		0.548
Michael Hayes	Police Captain	414	52.980
	Longevity		0.606
	Longevity, August 18, 2020		0.663

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
Kevin Hernandez	Public Safety Officer	PSO-2-III	33.453
Brooke Heuer	Public Safety Supervisor-Lieutenant Longevity	412 PSO	50.114 0.375
Morgan Hoeft	Public Safety Officer August 12, 2020	PSO-1-I PSO-1-II	26.642 29.412
Mark Howard	Public Safety Supervisor-Captain Longevity	414 PSO	55.586 0.260
Cassandra Knudtson	Community Service Officer I (Part-Time)	012	11.000
Brennan Kohls	Office Assistant (Part-Time)	304	15.826
Michael Krueger	Community Service Officer I (Part-Time)	012	11.792
Branden Madsen	Public Safety Officer	PSO-2-III	33.453
Michael Marcotte	Public Safety Officer Longevity, August 15, 2020	PSO-2-III	33.453 0.087
Javier Mercado	Public Safety Officer January 7, 2021 Longevity	PSO-2-V PSO-2-VI	34.808 35.504 0.144
Stephanie Moore	Public Safety Officer Longevity	PSO-2-IX	38.699 0.317
Dennis O'Neill	Public Safety Supervisor-Lieutenant Longevity	412 PSO	49.812 0.375
Nicholas Puls	Police Officer Longevity	P2-IX	34.708 0.260
Kari Rea	Public Safety Supervisor-Lieutenant Longevity	412 PSO	43.040 0.317
Liesel Alexandria Reimers	Public Safety Officer	PSO-2-III	33.453
Kurt Schreiber	Police Lieutenant Longevity	412 PSO	47.311 0.433
Jeffrey Schultz	Public Safety Officer Longevity, February 1, 2021	PSO-2-III	33.453 0.087
Ethan Schultzen	Public Safety Officer December 23, 2020	PSO-1-I PSO-1-II	26.642 29.412
Kendall Schwan	Public Safety Officer Longevity, October 3, 2020	PSO-2-III	33.453 0.087
Jeffrey Sitzmann	Police Captain	414	50.785

PAYROLL RESOLUTION FY 2021

June 27, 2020 - June 25, 2021

FY2021

NAME	POSITION	BAND	HOURLY
	Longevity		0.433
	Longevity, April 29, 2021		0.490
Kaylee Stevenson	Community Service Officer I (Part-Time)	012	11.792
Erin Timm	Community Service Officer I (Part-Time)	012	11.000
Eric VanHorn	Public Safety Officer	PSO-2-III	33.453
Laura VanPatten	Crossing Guard (Part-Time)	PT-2	15.565
Kelli Yates	Public Safety Supervisor-Lieutenant	412	PSO 49.607
	Longevity		0.317

F- Frozen Pay

M - Maximum pay

POC - Paid-On-Call

PSO - Public Safety Officer

CITY OF CEDAR FALLS, IOWA
SPECIAL PURPOSE & SEASONAL SALARY SCHEDULE
EFFECTIVE JUNE 27, 2020

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Concession Stand Attendant Garden Assistant Intern I Library Shelver Recreation Division Aid Swimming Lesson Aid	NE	010	7.400	10.353
Swimming Pool Maintenance	NE	011	9.048	11.173
Life Guards Swimming Instructors	NE	012	9.332	12.198
Ballfield Maintenance Child Care Coaches Counselors Facility Assistant Head Life Guard Head Swimming Instructor Rec Center Receptionist V & T/Hearst Assistant	NE	013	9.560	13.223
Laborer Office Assistant Swimming Pool Assistant Manager	NE	014	10.010	14.248
Community Service Officer I Hearst Lab Technician Hearst Program Assistant Hearst Special Purpose Intern II Library Special Purpose Recreation Program Coordinator I Swimming Pool Manager	NE	015	10.491	15.375
Production Assistant I	NE	016	11.278	16.503
Community Service Officer II Housing Intern Intern III Production Assistant II Recreation Program Coordinator II	NE	017	12.068	17.784

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 27, 2020**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Library Page	NE	301	9.529	15.487
	NE	302	11.831	19.216
	NE	303	14.120	22.946
Office Assistant	NE	304	15.245	24.774
Administrative Assistant Library Assistant Senior Services Coordinator	NE	305	16.380	26.623
Administrative Assistant - Lead Administrative Assistant - Library Financial Clerk Housing Program Specialist Information Systems Technician I	NE	306	18.061	29.355
Code Enforcement Officer Community Services Coordinator Engineering Technician I Graphic Designer Payroll/HR Technician Planner I Program Coordinator V & T Coordinator	NE	307	20.320	33.021
Arborist Education Coordinator Financial Technician Hearst Coordinator Information Systems Technician II Video Production Specialist	NE	308	22.578	36.688
Engineering Technician II Inspector Personnel Specialist Rec Program Coordinator Storm Water Specialist V & T Sales & Marketing Coordinator	NE	309	24.837	40.366

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 27, 2020**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Video Production Supervisor	NE	310	27.086	44.010
	NE	311	29.344	47.678
	NE	312	31.603	51.355
	NE	313	33.852	55.011
	NE	314	36.121	58.688
	NE	315	38.359	62.333
	NE	316	40.618	66.011
	NE	317	44.000	71.506
	NE	318	48.518	78.839
	NE	319	53.015	86.151
	NE	320	57.596	93.600

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 27, 2020**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
	E	401	9.529	15.487
	E	402	11.831	19.216
	E	403	14.120	22.946
	E	404	15.245	24.774
	E	405	16.380	26.623
	E	406	18.061	29.355
	E	407	20.320	33.021
	E	408	22.578	36.688
Accountant Administrative Supervisor Communications Specialist Fitness Coordinator Librarian Technology Librarian	E	409	24.837	40.366
Civil Engineer I Planner II	E	410	27.086	44.010
Building Maintenance Supervisor Civil Engineer II Cultural Programs Supervisor Fire Captain Fleet Maintenance Supervisor GIS Analyst Land Surveyor Network Administrator Public Works & Parks Supervisor Recreation Programs Supervisor Traffic Operations Supervisor Water Reclamation Supervisor	E	411	29.344	47.678

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 27, 2020**

Item 15.

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Cable TV & Telecommunications Supervisor Economic Development Coordinator Planner III Police Lieutenant Police Lieutenant - PSO Public Safety Supervisor - Lieutenant Senior Librarian	E	412	31.603	51.355
City Clerk Fire Battalion Chief Principal Engineer Recreation & Community Programs Manager V & T/Cultural Programs Manager	E	413	33.852	55.011
Controller/City Treasurer Inspection Services Manager Police Captain Public Safety Supervisor - Captain Water Reclamation Manager	E	414	36.121	58.688
Information Systems Manager Planning & Community Services Manager Public Works & Parks Manager	E	415	38.359	62.333
Asst Public Safety Director/Chief - Police Asst Public Safety Director/Chief - Fire	E	416	40.618	66.011
City Engineer Library Director	E	417	44.000	71.506
	E	418	48.518	78.839
City Attorney	E	419	53.015	86.151
Director of Community Development Director of Finance & Business Operations Director of Public Safety Services Director of Public Works	E	420	57.596	93.600

**CITY OF CEDAR FALLS
Final**

Effective 7/1/2020

FY21 GRADE ORDER LIST: OPEN PLAN

Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$57.60	\$72.00	\$93.60	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF PUBLIC WORKS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$53.02	\$66.27	\$86.16	E
18	VACANT		\$48.51	\$60.64	\$78.83	
17	CITY ENGINEER	ENGINEERING	\$44.00	\$55.00	\$71.50	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/CHIEF - POLICE	POLICE	\$40.62	\$50.78	\$66.01	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$38.36	\$47.95	\$62.34	E
	PUBLIC WORKS & PARKS MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$36.12	\$45.15	\$58.69	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
	PUBLIC SAFETY SUPERVISOR - CAPTAIN	PUBLIC SAFETY				E
13	PRINCIPAL ENGINEER	ENGINEERING	\$33.86	\$42.32	\$55.01	E
	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION				E
	V & T/CULTURAL PROGRAMS MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$31.60	\$39.50	\$51.35	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
	PUBLIC SAFETY SUPERVISOR - LIEUTENANT	PUBLIC SAFETY				E
	ECONOMIC DEVELOPMENT COORDINATOR	ADMIN				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$29.34	\$36.68	\$47.68	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
10	PLANNER II	PLANNING	\$27.08	\$33.85	\$44.01	E
	CIVIL ENGINEER I	ENGINEERING				E
9	ACCOUNTANT	FINANCIAL SERVICES	\$24.84	\$31.05	\$40.36	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	COMMUNICATIONS SPECIALIST	ADMIN				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	PERSONNEL SPECIALIST	LEGAL				NE
	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II	ENGINEERING				NE
	INSPECTOR	INSPECTION SERVICES				NE
	V & T SALES & MARKETING COORDINATOR	V & T				NE

8	FINANCIAL TECHNICIAN	FINANCIAL SERVICES	\$22.58	\$28.22	\$36.69	NE
	INFORMATION SYSTEMS TECHNICIAN II	INFORMATION SYSTEMS				NE
	EDUCATION COORDINATOR	CULTURAL				NE
	HEARST COORDINATOR	CULTURAL				NE
	ARBORIST	PARKS				NE
	LIBRARY EDUCATION COORDINATOR	LIBRARY				NE
	VIDEO PRODUCTION SPECIALIST	CABLE TV				NE
7	PROGRAM COORDINATOR	CULTURAL	\$20.32	\$25.40	\$33.03	NE
	PLANNER I	PLANNING				NE
	GRAPHIC DESIGNER	INFORMATION SYSTEMS				NE
	V & T COORDINATOR	V & T				NE
	PAYROLL/HR TECHNICIAN	FINANCIAL SERVICES				NE
	ENGINEERING TECHNICIAN I	ENGINEERING				NE
	CODE ENFORCEMENT OFFICER	INSPECTION SERVICES				NE
COMMUNITY SERVICES COORDINATOR	COMMUNITY DEVELOPMENT				NE	
6	ADMINISTRATIVE ASSISTANT - LIBRARY	LIBRARY	\$18.06	\$22.58	\$29.35	NE
	INFORMATION SYSTEMS TECHNICIAN I	INFORMATION SYSTEMS				NE
	ADMINISTRATIVE ASSISTANT - LEAD	RECREATION				NE
	ADMINISTRATIVE ASSISTANT - LEAD	PUBLIC RECORDS				NE
	ADMINISTRATIVE CLERK - FINANCIAL CLERK	FINANCIAL SERVICES				NE
HOUSING PROGRAM SPECIALIST	COMMUNITY DEVELOPMENT				NE	
5	LIBRARY ASSISTANT	LIBRARY	\$16.38	\$20.48	\$26.62	NE
	SENIOR SERVICES COORDINATOR	CULTURAL				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC RECORDS				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC WORKS				NE
	ADMINISTRATIVE ASSISTANT	COMMUNITY DEVELOPMENT				NE
4	OFFICE ASSISTANT	CULTURAL	\$15.25	\$19.06	\$24.78	NE
	OFFICE ASSISTANT	V & T				NE
3	VACANT	PLANNING	\$14.12	\$17.65	\$22.95	
2	VACANT		\$11.83	\$14.78	\$19.22	
1	LIBRARY PAGE	LIBRARY	\$9.53	\$11.91	\$15.49	NE

**WORKSHOP/SESSION/EVENT
PAY PLAN**

Item 15.

Effective June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION	DURATION	PAY RANGE & MODE
I	<u>Workshop Instructors</u>	Days	Per Workshop
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
II	<u>Session Instructors</u>	2 or more weeks	Per Session
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
III	<u>Event Supervisors & Officials</u>	Various	Per Event
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire)		\$9.50-30.00
	Umpires - Adult Softball		\$15.00-30.00
	Senior Citizen		\$17.00-35.00
	Basketball & Volleyball League		\$17.00-35.00
	Adult Softball League Supervisor		\$45.00-75.00
	Specialty Class Trainer		\$16.00-35.00
	Fitness Equipment Repair		\$70.00-120.00
IV	<u>Cable Division Events</u>	Various	Per Event
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00

EXHIBIT "C"
CITY OF CEDAR FALLS, IOWA
POLICE DEPT. - UNION
FY21 POLICE OFFICER PAY PLAN
2.54% FOR STEPS P-2 I - P-2 IX
Effective: June 27, 2020 - June 25, 2021

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$55,415.36	\$61,176.96	\$62,406.24	\$63,656.32	\$64,933.44	\$66,231.36	\$68,542.24	\$70,256.16	\$72,192.64
		M	\$4,617.95	\$5,098.08	\$5,200.52	\$5,304.69	\$5,411.12	\$5,519.28	\$5,711.85	\$5,854.68	\$6,016.03
		BW	\$2,131.36	\$2,352.96	\$2,400.24	\$2,448.32	\$2,497.44	\$2,547.36	\$2,636.24	\$2,702.16	\$2,776.63
		H	\$26.642	\$29.412	\$30.003	\$30.604	\$31.218	\$31.842	\$32.953	\$33.777	\$34.708
P-2 P	Police Officer/ Part time	H	\$19.129	\$21.118	\$21.542	\$21.974	\$22.415	\$22.863	\$23.660	\$24.252	\$24.920
PSO-1	Public Safety Officer	A	\$55,415.36	\$61,176.96	\$62,406.24						
		M	\$4,617.95	\$5,098.08	\$5,200.52						
		BW	\$2,131.36	\$2,352.96	\$2,400.24						
		H	\$26.642	\$29.412	\$30.003						
PSO-2	Public Safety Officer	A	\$61,788.13	\$68,212.31	\$69,582.96	\$70,976.80	\$72,400.79	\$73,847.97	\$76,424.60	\$78,335.62	\$80,494.79
		M	\$5,149.01	\$5,684.36	\$5,798.58	\$5,914.73	\$6,033.40	\$6,154.00	\$6,368.72	\$6,527.97	\$6,707.88
		BW	\$2,376.47	\$2,623.55	\$2,676.27	\$2,729.88	\$2,784.65	\$2,840.31	\$2,939.41	\$3,012.91	\$3,095.94
		H	\$29.706	\$32.794	\$33.453	\$34.123	\$34.808	\$35.504	\$36.743	\$37.661	\$38.699
		H(24)	\$22.467	\$24.802	\$25.301	\$25.808	\$26.325	\$26.852	\$27.789	\$28.483	\$29.268

* Effective July 1, 2017, an officer assigned by the Chief as a Field Training Officer (FTO) for a newly certified officer or reserve officer shall be compensated at the rate of 1 hour comp time per day while performing FTO duties.

EXHIBIT "B"

CITY OF CEDAR FALLS, IOWA
 POLICE DEPARTMENT - UNION
 FY21 PAY PLAN: 2.54% FOR RANGES C-1, C-2, P-T1 AND P-T2
 Effective: June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
C-1	Account Clerk	A	\$45,075.68	\$46,423.52	\$47,825.44	\$49,252.32	\$50,735.36	\$52,260.00	\$53,830.40	\$55,432.00
	Computer Operator	M	\$3,756.31	\$3,868.63	\$3,985.45	\$4,104.36	\$4,227.95	\$4,355.00	\$4,485.87	\$4,619.33
	Radio Dispatcher	BW	\$1,733.68	\$1,785.52	\$1,839.44	\$1,894.32	\$1,951.36	\$2,010.00	\$2,070.40	\$2,132.00
		H	\$21.671	\$22.319	\$22.993	\$23.679	\$24.392	\$25.125	\$25.880	\$26.650
C-2	Records & Computer Services Supervisor	A	\$47,338.72	\$48,748.96	\$50,219.52	\$51,721.28	\$53,283.36	\$54,862.08	\$56,517.76	\$58,212.96
		M	\$3,944.89	\$4,062.41	\$4,184.96	\$4,310.11	\$4,440.28	\$4,571.84	\$4,709.81	\$4,851.08
		BW	\$1,820.72	\$1,874.96	\$1,931.52	\$1,989.28	\$2,049.36	\$2,110.08	\$2,173.76	\$2,238.96
		H	\$22.759	\$23.437	\$24.144	\$24.866	\$25.617	\$26.376	\$27.172	\$27.987
P-T 1	P-T Dispatchers	H	\$15.565	\$16.030	\$16.507	\$17.007	\$17.514	\$18.042	\$18.582	\$19.144
	P-T Meter Attendants									
	P-T Clerical									
P-T 2	Crossing Guards	H	\$15.565							

EXHIBIT "A"
CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION
FY21 PAY PLAN
2.54% PARKING METER RANGE P-1
2.54% SENIOR POLICE OFFICERS RANGE P-3
Effective: June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Attd.	A	\$37,672.96	\$39,241.28	\$40,913.60	\$42,365.44
		M	\$3,139.41	\$3,270.11	\$3,409.47	\$3,530.45
		BW	\$1,448.96	\$1,509.28	\$1,573.60	\$1,629.44
		H	\$18.112	\$18.866	\$19.670	\$20.368
P-3	Sr. Police Officer	A	\$63,198.72	\$66,094.08	\$69,049.76	\$72,192.64
		M	\$5,266.56	\$5,507.84	\$5,754.15	\$6,016.05
		BW	\$2,430.72	\$2,542.08	\$2,655.76	\$2,776.64
		H	\$30.384	\$31.776	\$33.197	\$34.708

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY21 Pay Plan: Contract Exhibit "A"
2.54% Across-the-Board
Effective June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	A	\$23,949.12	\$24,662.56	\$25,409.28	\$26,174.72	\$26,954.72	\$27,759.68	\$28,593.76	\$29,746.08
	M	\$1,995.76	\$2,055.21	\$2,117.44	\$2,181.23	\$2,246.23	\$2,313.31	\$2,382.81	\$2,478.84
	BW	\$921.12	\$948.56	\$977.28	\$1,006.72	\$1,036.72	\$1,067.68	\$1,099.76	\$1,144.08
	H	\$11.514	\$11.857	\$12.216	\$12.584	\$12.959	\$13.346	\$13.747	\$14.301
3	A	\$25,047.36	\$25,798.24	\$26,569.92	\$27,376.96	\$28,190.24	\$29,043.04	\$29,910.40	\$31,112.64
	M	\$2,087.28	\$2,149.85	\$2,214.16	\$2,281.41	\$2,349.19	\$2,420.25	\$2,492.53	\$2,592.72
	BW	\$963.36	\$992.24	\$1,021.92	\$1,052.96	\$1,084.24	\$1,117.04	\$1,150.40	\$1,196.64
	H	\$12.042	\$12.403	\$12.774	\$13.162	\$13.553	\$13.963	\$14.380	\$14.958
4	A	\$26,203.84	\$26,990.08	\$27,803.36	\$28,635.36	\$29,496.48	\$30,378.40	\$31,291.52	\$32,554.08
	M	\$2,183.65	\$2,249.17	\$2,316.95	\$2,386.28	\$2,458.04	\$2,531.53	\$2,607.63	\$2,712.84
	BW	\$1,007.84	\$1,038.08	\$1,069.36	\$1,101.36	\$1,134.48	\$1,168.40	\$1,203.52	\$1,252.08
	H	\$12.598	\$12.976	\$13.367	\$13.767	\$14.181	\$14.605	\$15.044	\$15.651
5	A	\$27,406.08	\$28,236.00	\$29,078.40	\$29,954.08	\$30,848.48	\$31,774.08	\$32,732.96	\$34,045.44
	M	\$2,283.84	\$2,353.00	\$2,423.20	\$2,496.17	\$2,570.71	\$2,647.84	\$2,727.75	\$2,837.12
	BW	\$1,054.08	\$1,086.00	\$1,118.40	\$1,152.08	\$1,186.48	\$1,222.08	\$1,258.96	\$1,309.44
	H	\$13.176	\$13.575	\$13.980	\$14.401	\$14.831	\$15.276	\$15.737	\$16.368
6	A	\$28,672.80	\$29,529.76	\$30,411.68	\$31,328.96	\$32,269.12	\$33,240.48	\$34,230.56	\$35,617.92
	M	\$2,389.40	\$2,460.81	\$2,534.31	\$2,610.75	\$2,689.09	\$2,770.04	\$2,852.55	\$2,968.16
	BW	\$1,102.80	\$1,135.76	\$1,169.68	\$1,204.96	\$1,241.12	\$1,278.48	\$1,316.56	\$1,369.92
	H	\$13.785	\$14.197	\$14.621	\$15.062	\$15.514	\$15.981	\$16.457	\$17.124
7	A	\$29,989.44	\$30,885.92	\$31,821.92	\$32,772.48	\$33,750.08	\$34,767.20	\$35,805.12	\$37,259.04
	M	\$2,499.12	\$2,573.83	\$2,651.83	\$2,731.04	\$2,812.51	\$2,897.27	\$2,983.76	\$3,104.92
	BW	\$1,153.44	\$1,187.92	\$1,223.92	\$1,260.48	\$1,298.08	\$1,337.20	\$1,377.12	\$1,433.04
	H	\$14.418	\$14.849	\$15.299	\$15.756	\$16.226	\$16.715	\$17.214	\$17.913

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY21 Pay Plan: Contract Exhibit "A"
2.54% Across-the-Board
Effective June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
8	Laborers	A	\$31,370.56	\$33,296.64	\$34,299.20	\$35,328.80	\$36,383.36	\$37,477.44	\$38,989.60	
		M	\$2,614.21	\$2,693.77	\$2,774.72	\$2,858.27	\$2,944.07	\$3,031.95	\$3,123.12	\$3,249.13
		BW	\$1,206.56	\$1,243.28	\$1,280.64	\$1,319.20	\$1,358.80	\$1,399.36	\$1,441.44	\$1,499.60
		H	\$15.082	\$15.541	\$16.008	\$16.490	\$16.985	\$17.492	\$18.018	\$18.745
9		A	\$32,816.16	\$33,802.08	\$34,810.88	\$35,850.88	\$36,922.08	\$38,030.72	\$39,170.56	\$40,751.36
		M	\$2,734.68	\$2,816.84	\$2,900.91	\$2,987.57	\$3,076.84	\$3,169.23	\$3,264.21	\$3,395.95
		BW	\$1,262.16	\$1,300.08	\$1,338.88	\$1,378.88	\$1,420.08	\$1,462.72	\$1,506.56	\$1,567.36
		H	\$15.777	\$16.251	\$16.736	\$17.236	\$17.751	\$18.284	\$18.832	\$19.592
10	Transfer Station Laborer	A	\$34,326.24	\$35,357.92	\$36,418.72	\$37,510.72	\$38,629.76	\$39,786.24	\$40,982.24	\$42,629.60
		M	\$2,860.52	\$2,946.49	\$3,034.89	\$3,125.89	\$3,219.15	\$3,315.52	\$3,415.19	\$3,552.47
		BW	\$1,320.24	\$1,359.92	\$1,400.72	\$1,442.72	\$1,485.76	\$1,530.24	\$1,576.24	\$1,639.60
		H	\$16.503	\$16.999	\$17.509	\$18.034	\$18.572	\$19.128	\$19.703	\$20.495
11		A	\$35,902.88	\$36,980.32	\$38,086.88	\$39,235.04	\$40,414.40	\$41,624.96	\$42,864.64	\$44,597.28
		M	\$2,991.91	\$3,081.69	\$3,173.91	\$3,269.59	\$3,367.87	\$3,468.75	\$3,572.05	\$3,716.44
		BW	\$1,380.88	\$1,422.32	\$1,464.88	\$1,509.04	\$1,554.40	\$1,600.96	\$1,648.64	\$1,715.28
		H	\$17.261	\$17.779	\$18.311	\$18.863	\$19.430	\$20.012	\$20.608	\$21.441
12		A	\$37,548.16	\$38,681.76	\$39,840.32	\$41,034.24	\$42,261.44	\$43,530.24	\$44,840.64	\$46,648.16
		M	\$3,129.01	\$3,223.48	\$3,320.03	\$3,419.52	\$3,521.79	\$3,627.52	\$3,736.72	\$3,887.35
		BW	\$1,444.16	\$1,487.76	\$1,532.32	\$1,578.24	\$1,625.44	\$1,674.24	\$1,724.64	\$1,794.16
		H	\$18.052	\$18.597	\$19.154	\$19.728	\$20.318	\$20.928	\$21.558	\$22.427
13		A	\$39,278.72	\$40,456.00	\$41,674.88	\$42,920.80	\$44,208.32	\$45,533.28	\$46,914.40	\$48,800.96
		M	\$3,273.23	\$3,371.33	\$3,472.91	\$3,576.73	\$3,684.03	\$3,794.44	\$3,909.53	\$4,066.75
		BW	\$1,510.72	\$1,556.00	\$1,602.88	\$1,650.80	\$1,700.32	\$1,751.28	\$1,804.40	\$1,876.96
		H	\$18.884	\$19.450	\$20.036	\$20.635	\$21.254	\$21.891	\$22.555	\$23.462

PAY PLAN

BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY21 Pay Plan: Contract Exhibit "A"
2.54% Across-the-Board
Effective June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14	A	\$41,092.48	\$42,325.92	\$43,590.56	\$44,900.96	\$46,240.48	\$47,627.84	\$49,052.64	\$51,032.80
	M	\$3,424.37	\$3,527.16	\$3,632.55	\$3,741.75	\$3,853.37	\$3,968.99	\$4,087.72	\$4,252.73
	BW	\$1,580.48	\$1,627.92	\$1,676.56	\$1,726.96	\$1,778.48	\$1,831.84	\$1,886.64	\$1,962.80
	H	\$19,756	\$20,349	\$20,957	\$21,587	\$22,231	\$22,898	\$23,583	\$24,535
15	A	\$42,976.96	\$44,266.56	\$45,601.92	\$46,960.16	\$48,357.92	\$49,822.24	\$51,317.76	\$53,389.44
	M	\$3,581.41	\$3,688.88	\$3,800.16	\$3,913.35	\$4,029.83	\$4,151.85	\$4,276.48	\$4,449.12
	BW	\$1,652.96	\$1,702.56	\$1,753.92	\$1,806.16	\$1,859.92	\$1,916.24	\$1,973.76	\$2,053.44
	H	\$20,662	\$21,282	\$21,924	\$22,577	\$23,249	\$23,953	\$24,672	\$25,668
16	A	\$44,952.96	\$46,302.88	\$47,688.16	\$49,123.36	\$50,600.16	\$52,118.56	\$53,674.40	\$55,841.76
	M	\$3,746.08	\$3,858.57	\$3,974.01	\$4,093.61	\$4,216.68	\$4,343.21	\$4,472.87	\$4,653.48
	BW	\$1,728.96	\$1,780.88	\$1,834.16	\$1,889.36	\$1,946.16	\$2,004.56	\$2,064.40	\$2,147.76
	H	\$21,612	\$22,261	\$22,927	\$23,617	\$24,327	\$25,057	\$25,805	\$26,847
17	A	\$47,020.48	\$48,430.72	\$49,876.32	\$51,378.08	\$52,931.84	\$54,510.56	\$56,157.92	\$58,412.64
	M	\$3,918.37	\$4,035.89	\$4,156.36	\$4,281.51	\$4,410.99	\$4,542.55	\$4,679.83	\$4,867.72
	BW	\$1,808.48	\$1,862.72	\$1,918.32	\$1,976.08	\$2,035.84	\$2,096.56	\$2,159.92	\$2,246.64
	H	\$22,606	\$23,284	\$23,979	\$24,701	\$25,448	\$26,207	\$26,999	\$28,083
18	A	\$49,175.36	\$50,656.32	\$52,176.80	\$53,753.44	\$55,350.88	\$57,021.12	\$58,720.48	\$61,081.28
	M	\$4,097.95	\$4,221.36	\$4,348.07	\$4,479.45	\$4,612.57	\$4,751.76	\$4,893.37	\$5,090.11
	BW	\$1,891.36	\$1,948.32	\$2,006.80	\$2,067.44	\$2,128.88	\$2,193.12	\$2,258.48	\$2,349.28
	H	\$23,642	\$24,354	\$25,085	\$25,843	\$26,611	\$27,414	\$28,231	\$29,366

* An employee serving in the Fire or Police POC program shall be paid at the rate of time and one-half of the regular wage for the paid-on-call hours.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY21 Pay Plan: Contract Exhibit "A-1"
2.54% Across-the-Board with Extra Job Classification
Effective June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	H	\$16,514	\$16,857	\$17,216	\$17,584	\$17,959	\$18,346	\$18,747	\$19,301
3	H	\$17,042	\$17,403	\$17,774	\$18,162	\$18,553	\$18,963	\$19,380	\$19,958
4	Custodian II/Firefighter Custodian II/Police Officer	\$17,598	\$17,976	\$18,367	\$18,767	\$19,181	\$19,605	\$20,044	\$20,651
5	H	\$18,176	\$18,575	\$18,980	\$19,401	\$19,831	\$20,276	\$20,737	\$21,368
6	Custodian III/Firefighter Custodian III/Police Officer	\$18,785	\$19,197	\$19,621	\$20,062	\$20,514	\$20,981	\$21,457	\$22,124
7	H	\$19,418	\$19,849	\$20,299	\$20,756	\$21,226	\$21,715	\$22,214	\$22,913
8	Laborers/Firefighter Laborers/Police Officer	\$20,082	\$20,541	\$21,008	\$21,490	\$21,985	\$22,492	\$23,018	\$23,745
9	H	\$20,777	\$21,251	\$21,736	\$22,236	\$22,751	\$23,284	\$23,832	\$24,592
10	Trans St Laborer/Firefighter Trans St Laborer/Police Officer	\$21,503	\$21,999	\$22,509	\$23,034	\$23,572	\$24,128	\$24,703	\$25,495
11	H	\$22,261	\$22,779	\$23,311	\$23,863	\$24,430	\$25,012	\$25,608	\$26,441
12	H	\$23,052	\$23,597	\$24,154	\$24,728	\$25,318	\$25,928	\$26,558	\$27,427
13	H	\$23,884	\$24,450	\$25,036	\$25,635	\$26,254	\$26,891	\$27,555	\$28,462

**BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME**

PAY PLAN

FY21 Pay Plan: Contract Exhibit "A-1"
2.54% Across-the-Board with Extra Job Classification
Effective June 27, 2020 - June 25, 2021

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14	H	\$24,756	\$25,349	\$25,957	\$26,587	\$27,231	\$27,898	\$28,583	\$29,535
15	H	\$25,662	\$26,282	\$26,924	\$27,577	\$28,249	\$28,953	\$29,672	\$30,668
	Groundskeeper/Firefighter								
	Groundskeeper/Police Officer								
	Maint Worker/Firefighter								
	Maint Worker/Police Officer								
	WWTP Assistant/Firefighter								
	WWTP Assistant/Police Officer								
	Assist Equip Mech/Firefighter								
	Assist Equip Mech/Police Officer								
16	H	\$26,612	\$27,261	\$27,927	\$28,617	\$29,327	\$30,057	\$30,805	\$31,847
	WWTP Operator I/Firefighter								
	WWTP Operator I/Police Officer								
17	H	\$27,606	\$28,284	\$28,979	\$29,701	\$30,448	\$31,207	\$31,999	\$33,083
	Carpenter/Firefighter								
	Carpenter/Police Officer								
	Equipment Oper/Firefighter								
	Equipment Oper/Police Officer								
	Senior Groundskeeper/Firefighter								
	Senior Groundskeeper/Police Officer								
18	H	\$28,642	\$29,354	\$30,085	\$30,843	\$31,611	\$32,414	\$33,231	\$34,366
	Equip Mechanic/Firefighter								
	Equip Mechanic/Police Officer								
	Laboratory Tech/Firefighter								
	Laboratory Tech/Police Officer								
	WWTP Operator II/Firefighter								
	WWTP Operator II/Police Officer								

* An employee serving in the Firefighter or Police Officer joint classification will receive the applicable hourly rate listed above for that classification while performing firefighter or police officer job duties.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
SEASONAL

FY21 PAY PLAN: Exhibit "B"
2.54% Across-the-Board
Effective December 26, 2020 - December 24, 2021

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
2	Buildings & Grounds Maint. I	A	\$22,994.40	\$23,687.04	\$24,390.08	\$25,122.24	\$25,877.28	\$26,657.28	\$27,462.24	\$28,273.44
		M	\$1,916.20	\$1,973.92	\$2,032.51	\$2,093.52	\$2,156.44	\$2,221.44	\$2,288.52	\$2,356.12
		BW	\$884.40	\$911.04	\$938.08	\$966.24	\$995.28	\$1,025.28	\$1,056.24	\$1,087.44
		H	\$11,055	\$11,388	\$11,726	\$12,078	\$12,441	\$12,816	\$13,203	\$13,593
4	Buildings & Grounds Maint. II	A	\$25,157.60	\$25,914.72	\$26,688.48	\$27,489.28	\$28,319.20	\$29,167.84	\$30,039.36	\$30,950.40
		M	\$2,096.47	\$2,159.56	\$2,224.04	\$2,290.77	\$2,359.93	\$2,430.65	\$2,503.28	\$2,579.20
		BW	\$967.60	\$986.72	\$1,026.48	\$1,057.28	\$1,089.20	\$1,121.84	\$1,155.36	\$1,190.40
		H	\$12,095	\$12,459	\$12,831	\$13,216	\$13,615	\$14,023	\$14,442	\$14,880
8	Laborer	A	\$30,118.40	\$31,037.76	\$31,965.44	\$32,926.40	\$33,918.56	\$34,931.52	\$35,984.00	\$37,061.44
		M	\$2,509.87	\$2,586.48	\$2,663.79	\$2,743.87	\$2,826.55	\$2,910.96	\$2,998.67	\$3,088.45
		BW	\$1,158.40	\$1,193.76	\$1,229.44	\$1,266.40	\$1,304.56	\$1,343.52	\$1,384.00	\$1,425.44
		H	\$14,480	\$14,922	\$15,368	\$15,830	\$16,307	\$16,794	\$17,300	\$17,818

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

\$3,430,000 General Obligation Capital Loan Notes, Series 2020

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

July 6, 2020

The City Council of the City of Cedar Falls, State of Iowa, met in _____ session, in the Council Chambers*, City Hall, 220 Clay Street, Cedar Falls, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

*An electronic meeting is being held because a meeting in person is impossible or impractical due to concerns for the health and safety of Council members, staff and the public presented by COVID-19. An electronic meeting is allowed by Iowa Code Section 21.8 and the Emergency Proclamation of Governor Kim Reynolds.

Public participation in the electronic meeting is available via the means outlined in the meeting Agenda.

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,430,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,430,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

[ECP] WHEREAS, the Issuer is in need of funds to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$2,800,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan Notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$3,430,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Cedar Falls, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$3,430,000 General Obligation Capital Loan Notes, Series 2020, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean the Controller/City Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments; and improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the Controller/City Treasurer of Cedar Falls, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Controller/City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Cedar Falls, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$189,072.22*	2020/21
\$401,000	2021/22
\$399,300	2022/23
\$402,500	2023/24
\$400,500	2024/25
\$403,400	2025/26
\$406,100	2026/27
\$408,600	2027/28
\$405,900	2028/29
\$413,100	2029/30

*Payable from available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2019 will be collected during the fiscal year commencing July 1, 2020.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Black Hawk County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$3,430,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2020", be dated July 21, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2020, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$130,000	2.00%	2021
\$335,000	2.00%	2022
\$340,000	2.00%	2023
\$350,000	2.00%	2024
\$355,000	2.00%	2025
\$365,000	2.00%	2026
\$375,000	2.00%	2027
\$385,000	2.00%	2028
\$390,000	2.00%	2029
\$405,000	2.00%	2030

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their

redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the Controller/City Treasurer kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede &

Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Blanket Issuer Letter of Representations to DTC sets forth certain matters with respect to notices, consents and approvals by Noteholders and payments on the Notes. The Blanket Issuer Letter of Representations is hereby authorized, and execution thereof by the Mayor is conclusive evidence of this approval.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act

of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Controller/City Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BLACK HAWK"
"CITY OF CEDAR FALLS"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2020"
CORPORATE PURPOSE

Rate: 2.00%
Maturity: June 1, 20__
Note Date: July 21, 2020
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

The City of Cedar Falls, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

CEDE & CO.

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the Controller/City Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2020, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments; and improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein

shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Controller/City Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the Controller/City Treasurer, Cedar Falls, Iowa.

Date of authentication: _____

This is one of the Notes described in the within mentioned Resolution, as registered by the Controller/City Treasurer.

CONTROLLER/CITY TREASURER, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: Controller/City Treasurer

Paying Agent: Controller/City Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
 Address of Transferee(s) _____
 Social Security or Tax Identification _____
 Number of Transferee(s) _____
 Transferee is a(n):
 Individual* _____ Corporation _____
 Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
 (Cust) (Minor)
 Under Iowa Uniform Transfers to Minors Act.....
 (State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem

necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Controller/City Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the

owners of the Notes;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 6th day of July, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01736509-1\10283-178

TAX EXEMPTION CERTIFICATE

of

CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, ISSUER

\$3,430,000 General Obligation Capital Loan Notes, Series 2020

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

CITY OF CEDAR FALLS, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on July 21, 2020, by the City of Cedar Falls, County of Black Hawk, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$3,430,000 General Obligation Capital Loan Notes, Series 2020 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$3,430,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2020, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.

- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

- "Certificate" means this Tax Exemption Certificate.

- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

- "Closing Date" means the date of Closing.

- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price determined pursuant to the Special Rule for Competitive Sales in accordance with Regulation 1.148-1(f)(2)(iii). The Issuer hereby elects to utilize the Special Rule for Competitive Sales and treats the reasonably expected initial offering price to the public as of the sale date as the issue price of the Bonds. The Purchasers have certified the Issue Price to be not more than \$ 3,649,956.65, as set forth in Exhibit A.
- "Issuer" means the City of Cedar Falls, a municipal corporation in the County of Black Hawk, State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments; and improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means UMB Bank, N.A. of Kansas City, Missouri, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.
- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.
- "Resolution" means the resolution of the Issuer adopted on July 6, 2020, authorizing the issuance of the Bonds.
- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.
- "Sinking Fund" means the Bond Fund.
- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.
- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.
- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.
- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested

in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$219,956.65), less underwriter's discount of \$12,937.55, received at Closing are expected to be deposited and expended as follows:

(a) \$40,500 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$3,596,519.10 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments; and improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money

or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months

after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii) because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 0.795913% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;

- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 2.00%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

- (a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate

Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be

accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United

States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably

competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

[Bond Counsel check facts]The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$3,430,000 General Obligation Capital Loan Notes, Series 2020

(issue covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate

governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Lisa Roeding, Controller/City Treasurer
City of Cedar Falls, State of Iowa

(SEAL)

EXHIBIT A

\$3,430,000 General Obligation Capital Loan Notes, Series 2020**Cedar Falls, Iowa****ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of UMB Bank, N.A. ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. *Defined Terms.*

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is June 15, 2020.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including

specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

UMB BANK, N.A.

By: _____

Name: _____

Dated: July 21, 2020

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

\$3,430,000 General Obligation Capital Loan Notes, Series 2020**Cedar Falls, Iowa****CERTIFICATE OF MUNICIPAL ADVISOR**

The undersigned, on behalf of PFM Financial Advisors, LLC (the "Municipal Advisor"), as the municipal advisor to the City of Cedar Falls, Iowa in connection with the issuance of the above-captioned obligations (the "Bonds"), has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the Bonds in a competitive bidding process in which bids were requested for the purchase of the Bonds at specified written terms, and hereby certifies as set forth below with respect to the bidding process and award of the Bonds.

1. The Bonds were offered for sale at specified written terms more particularly described in the Terms of Offering in the Preliminary Official Statement, dated _____, 2020, which was distributed to potential bidders.
2. The Terms of Offering were disseminated electronically through I-DEAL[®], an internet bid system and Bloomberg[®] financial software. Notification of the competitive sale was published in The Bond Buyer[®] newspaper in its upcoming sales calendar. The Preliminary Official Statement was distributed via electronic mail to underwriting firms actively bidding on competitive sales in the Midwest. These methods of distribution of the Terms of Offering and Preliminary Official Statement are regularly used for purposes of disseminating notices of the sale of new issuance of municipal bonds, and the notices disseminated in such manner are widely available to potential bidders.
3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the Bonds so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").
4. The Issuer received bids from at least three bidders who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the municipal advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. The Municipal Advisor based its belief upon the fact that at least three bidders have served as lead underwriter on at least one transaction during the past two years. Copies of the bids received are attached to this certificate as Attachment 1.
5. The winning bidder was UMB Bank, N.A., of Kansas City, Missouri (the "Purchaser"), whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 2 to this certificate. The Issuer awarded the Bonds to the Purchaser.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws,

including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. No other persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

PFM Financial Advisors, LLC

By: _____

Name: Jon Burmeister

Dated: July 21, 2020

ATTACHMENT 1

BIDS RECEIVED

(Attached)

ATTACHMENT 2
BID COMPARISON
(Attached)

EXHIBIT B

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the Director of Finance & Business Operations of the City of Cedar Falls, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Cedar Falls, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$3,430,000 General Obligation Capital Loan Notes, Series 2020, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this 21st day of July, 2020.

CITY OF CEDAR FALLS, IOWA

By: _____

Jennifer Rodenbeck

Title: Director of Finance & Business Operations

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Cedar Falls, State of Iowa (the "Issuer"), in connection with the issuance of \$3,430,000 General Obligation Capital Loan Notes, Series 2020 (the "Notes") dated July 21, 2020. The Notes are being issued pursuant to a Resolution of the Issuer approved on July 6, 2020 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2020.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2019/2020 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Property Valuations" (formerly identified as "City Property Values"), "Trend of Valuations", "Larger Taxpayers", "Direct Debt", "Indirect General Obligation Debt", "Debt Ratios", "Tax Rates", and "Levies and Tax Collections". Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS

Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;
- b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 21st day of July, 2020.

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Cedar Falls, Iowa.

Name of Note Issue: \$3,430,000 General Obligation Capital Loan Notes, Series 2020

Dated Date of Issue: July 21, 2020

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20__.

CITY OF CEDAR FALLS, STATE OF IOWA

By: _____
Its: _____

01723211-1\10283-178

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

City of Cedar Falls, Iowa

(Name of Issuer and Co-Issuer(s), if applicable)

7/6/2020

(Date)

The Depository Trust Company
18301 Bermuda Green Drive
Tampa, FL 33647
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

[incorporated in] [formed under the laws of] State of Iowa

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

City of Cedar Falls, Iowa

(Issuer)

By: _____
(Authorized Officer's Signature)

Robert M. Green

(Print Name)

220 Clay St.

(Street Address)

Cedar Falls, Iowa 50613

(City) (State) (Country) (Zip Code)

319-268-5152

(Phone Number)

Jacque.Danielsen@cedarfalls.com

(E-mail)

DTCC

Address)

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

Additional Signature Page to BLANKET ISSUER LETTER OF REPRESENTATIONS For use with Co-Issuers

(Name of Issuer and Co-Issuer(s), if applicable)

In signing this Blanket Issuer Letter of Representations dated as of _____
Co-Issuer agrees to and shall be bound by all "Issuer" representations.

(Co-Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)

SCHEDULE A
(To Blanket Issuer Letter of Representations)

SAMPLE OFFERING DOCUMENT LANGUAGE
DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

(Prepared by DTC--bracketed material may be applicable only to certain issues)

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for [each issue of] the Securities, [each] in the aggregate principal amount of such issue, and will be deposited with DTC. [If, however, the aggregate principal amount of [any] issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.]

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

SCHEDULE A
(To Blanket Issuer Letter of Representations)

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. [Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.]

[6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.]

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

[9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to [Tender/Remarketing] Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to [Tender/Remarketing] Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to [Tender/Remarketing] Agent's DTC account.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

LOAN AGREEMENT

This Loan Agreement is entered into as of the 21st day of July, 2020, by and between the City of Cedar Falls, State of Iowa (the "City") acting through its City Council (the "Council") and UMB Bank, N.A. of Kansas City, Missouri (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$3,637,019.10, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2020, in the aggregate principal amount of \$3,430,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments; and improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on December 1, 2020.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated July 21, 2020, shall bear interest payable December 1, 2020, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$130,000	2.00%	June 1, 2021
\$335,000	2.00%	June 1, 2022
\$340,000	2.00%	June 1, 2023
\$350,000	2.00%	June 1, 2024
\$355,000	2.00%	June 1, 2025
\$365,000	2.00%	June 1, 2026
\$375,000	2.00%	June 1, 2027
\$385,000	2.00%	June 1, 2028
\$390,000	2.00%	June 1, 2029
\$405,000	2.00%	June 1, 2030

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. The Lender agrees to prepare an Official Statement to be used by the Lender in making offers and sales of the Notes in compliance with Rule 15c2-12, and the City agrees to timely provide all information reasonably requested by the Lender for that purpose. All such information provided by the City will be true and correct in all material respects. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A, 384.25, 384.26 and 384.28 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (Uniform Electronic Transactions Act).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF CEDAR FALLS, STATE OF IOWA
(City)

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, City Clerk

(SEAL)

UMB BANK, N.A. (Lender)

By: _____
(Signature)

(Name)

(Title)

01738783-1\10283-178

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Cedar Falls, State of Iowa; that in pursuance of the provisions of Sections 384.24A, 384.25, 384.26 and 384.28, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2020, of the City of Cedar Falls, State of Iowa, in the amount of \$3,430,000, dated July 21, 2020, bearing interest and maturing as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$130,000	2.00%	June 1, 2021
\$335,000	2.00%	June 1, 2022
\$340,000	2.00%	June 1, 2023
\$350,000	2.00%	June 1, 2024
\$355,000	2.00%	June 1, 2025
\$365,000	2.00%	June 1, 2026
\$375,000	2.00%	June 1, 2027
\$385,000	2.00%	June 1, 2028
\$390,000	2.00%	June 1, 2029
\$405,000	2.00%	June 1, 2030

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

UMB Bank, N.A. of Kansas City, Missouri

and have been paid for in accordance with the terms of the contract of sale and at a price of \$3,637,019.10, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and

delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated June 18, 2020 as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Year 2019), according to the last completed State and County tax lists (100% - Before Rollback)	\$3,417,168,394
Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$15,100,000
All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$1,182,313

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Cedar Falls, State of Iowa, this 21st day of July, 2020.

Robert M. Green, Mayor

Jacqueline Danielsen, City Clerk

Lisa Roeding, Controller/City Treasurer

(CITY SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Cedar Falls, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$3,430,000 General Obligation Capital Loan Notes, Series 2020, of the City dated July 21, 2020, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and seven (7) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2020, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2020, at Cedar Falls, Iowa.

Jacqueline Danielsen
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor: Robert M. Green

(Original Signature)

City Clerk: Jacqueline Danielsen

(Original Signature)

Controller/City Treasurer: Lisa Roeding

(Original Signature)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by Robert M. Green, Jacqueline Danielsen and Lisa Roeding on this _____ day of _____, 2020.

Notary Public in and for Black Hawk County,
Iowa

(SEAL)

01736512-1\10283-178

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Black Hawk County, State of Iowa, hereby certify that on the _____ day of _____, 2020 there was filed in my office the Resolution of the City Council of the City of Cedar Falls, State of Iowa, adopted on the 6th day of July, 2020, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$3,430,000 of General Obligation Capital Loan Notes, Series 2020, and levying a tax therefor, dated July 21, 2020.

(COUNTY SEAL)

County Auditor of Black Hawk County, State
of Iowa

01736513-1\10283-178

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Cedar Falls, Iowa		2 Issuer's employer identification number (EIN) 42-6004332	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 220 Clay Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Cedar Falls, Iowa 50613		7 Date of issue July 21, 2020	
8 Name of issue General Obligation Capital Loan Notes, Series 2020		9 CUSIP number 150195	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Lisa Roeding, Controller/City Treasurer		10b Telephone number of officer or other employee shown on 10a (319) 273-8600	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ► streets, parks, trails, playgrounds, fire department and cemeteries		18	\$3,649,956 65
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2030	\$ 3,649,956.65	\$ 3,430,000	5.861 years	0.795913% %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest		22		-0-
23	Issue price of entire issue (enter amount from line 21, column (b))		23		\$3,649,956 65
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	53,437	55	
25	Proceeds used for credit enhancement	25	-0-		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	-0-		
27	Proceeds used to currently refund prior issues	27	-0-		
28	Proceeds used to advance refund prior issues	28	-0-		
29	Total (add lines 24 through 28)	29	\$53,437	55	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$3,596,519	10	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ► _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ► _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ► _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	-0-
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	-0-
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	<input checked="" type="checkbox"/>	
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	<input type="checkbox"/>	
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box	<input type="checkbox"/>	
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	<input checked="" type="checkbox"/>	
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	<input checked="" type="checkbox"/>	
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"> ▶ _____ Signature of issuer's authorized representative </td> <td style="width: 10%; border-bottom: 1px solid black;"> _____ Date </td> <td style="width: 40%; border-bottom: 1px solid black;"> ▶ Lisa Roeding, Controller/City Treasurer Type or print name and title </td> </tr> </table>	▶ _____ Signature of issuer's authorized representative	_____ Date	▶ Lisa Roeding, Controller/City Treasurer Type or print name and title
▶ _____ Signature of issuer's authorized representative	_____ Date	▶ Lisa Roeding, Controller/City Treasurer Type or print name and title		

Paid Preparer Use Only	Print/Type preparer's name J. Eric Boehlert	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN P01077288
	Firm's name ▶ Ahlers & Cooney, P.C.			Firm's EIN ▶ 42-1323559	
	Firm's address ▶ 100 Court Avenue, Suite 600, Des Moines, Iowa 50309			Phone no. (515) 243-7611	

**OFFICE OF CITY ADMINISTRATOR**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8606
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM

TO: Honorable Mayor Rob Green and City Council
FROM: Ronald S. Gaines, City Administrator
DATE: June 30, 2020
SUBJECT: Acting Police Chief Appointment

I concur with Public Safety Director Jeff Olson's recommendation to appoint Assistant Chief Craig Berte as Acting Police Chief until a permanent selection is made. His memo is attached which explains the reason for the reappointment. City Ordinance 2-949(b) requires the City Administrator, Mayor and Council approve of the appointment. Please contact me with any questions you may have.

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS
4600 S. MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Ron Gaines, City Administrator
From: Jeff Olson, Public Safety Director
Date: June 29, 2020
Re: Acting Police Chief Appointment

On December 26, 2019, I submitted a memo recommending appointment of Assistant Police Chief Craig Berte to Acting Police Chief effective on the Council Meeting date of January 6, 2020. The Council approved the appointment on January 6th.

City Ordinance 2-949(b) allows for a temporary appointment to Acting Chief for 180 days. The 180 days is set to expire so I am recommending that Assistant Chief Craig Berte be reappointed until the search for a Police Chief is concluded. Ordinance 2-989(b) does allow for this reappointment. The timeline for the completion of the search and appointment to a permanent Police Chief is scheduled to be July 20, 2020.



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
 220 CLAY STREET
 PH: 319-273-8606
 FAX: 319-273-8610

INSPECTION SERVICES
 220 CLAY STREET
 PH: 319-268-5161
 FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
 110 E. 13TH STREET
 PH: 319-273-8636
 FAX: 319-273-8656

**VISITORS & TOURISM/
 CULTURAL PROGRAMS**
 6510 HUDSON ROAD
 PH: 319-268-4266
 FAX: 319-277-9707

To: Honorable Mayor Robert M. Green and City Council Members
From: Christopher F. Schoentag, Aquatic Supervisor
Date: June 22, 2020
Subject: Sandblasting and painting of three (3) Pools for the City of Cedar Falls

In reference to and accordance with CIP#73, which had estimated up to \$300,000 for the project, quotes were requested for the project and were received May 14, 2020 for the sandblasting and painting of the three pools at the Falls Aquatic Center. Administrative Policy 11.02.7 outlines that staff must ensure a fair and reasonable price for the project and after that submit a contract for Council approval.

Personified Inc. and Pospisil Painting both conducted a thorough on-site walk through on April 30, 2020 and submitted quotes on May 14, 2020. Pospisil has experience painting swimming pools and was the vendor that painted the Falls Aquatic Center in 2013. Pospisil Painting submitted the lowest quote for the project at \$117,700.00. I feel that their price is fair, reasonable and reference checks came back with positive feedback.

Attached is the following documentation:

1. Exhibit A – Agreement for Painting Services
2. Exhibit B – Bid Tab
3. Exhibit C – Request for Quote
4. Exhibit D – Scope of Work

It has been reviewed by the City Attorney. At this time, I recommend approving a contract with Pospisil Painting for the sandblasting and painting the three pools at the Falls Aquatic Center.

Please let me know if you have any questions.

c Bruce Verink , Recreation and Fitness Center Manager
 Stephanie Houk Sheetz, Director of Community Development

**Exhibit
A****AGREEMENT FOR PAINTING SERVICES**

THIS AGREEMENT is entered into effective this ____ day of _____, 2020, between the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, IA 50613 (the City) and Pospisil Painting, Inc., 728 58th Avenue Ct. SW, Cedar Rapids, IA 50702 (“Contractor”).

INC CONSIDERATION OF THE COVENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Services to be performed by Contractor. Contractor shall perform the services (hereinafter the “Services”) described in the City’s Request for Quote for the sandblasting and painting project consisting of twenty-six (26) pages, a copy of which is attached hereto, marked Exhibit C, and made a part hereof,
2. Contractor’s Proposal. The City hereby accepts Contractor’s Scope of Work dated May 20, 2020, consisting of two (2) pages, a copy of which is attached hereto, marked Exhibit D, and made part hereof.
3. Contractor shall provide all equipment, materials, and labor to accomplish the Services described in Exhibit D.
4. Compensation and Terms of Payment. Contractor shall be paid the sum of \$117,700.00 for the total completion of the project. Contractor shall bill the City for services after completion of all work and Services to be performed under this Agreement, and upon approval of the work by the City. The City agrees to pay Contractor the full amount of such invoice within thirty (30) days after receipt thereof.
5. Insurance Requirements.
 - a. The provisions of the document entitled, “Insurance Requirements for Contractors for the City of Cedar Falls,” a copy of which is attached hereto, included in Exhibit C, and are hereby made a part of this Agreement as if set out word for word herein.
 - b. Contractor shall obtain and maintain an insurance policy or policies that meet the provisions set out in Exhibit C.

- c. Prior to the commencement of work under this Agreement, Contractor shall furnish to City a certificate or certificates of Insurance containing all coverages, endorsements, and other provisions required by the insurance requirements set forth in Exhibit C, except that provisions of paragraph 12, Performance and Payment Bond, shall not apply. In the event of any conflict between the provisions of Exhibit C and the other terms of this Agreement, the provisions of Exhibit C shall control.
6. Contractor's Warranty. Contractor hereby warrants that the coating described in Exhibit A and Exhibit B shall be warranted against failures (cracking, flaking, or peeling) for a period of one (1) year following the date of completion of the Services described in this Agreement.
7. Independent Contractor. Contractor shall be an independent contractor with respect to the Services to be performed under this Agreement. Neither Contractor nor any sub-contractors, nor the employees of either, shall be deemed to be employees or agents of the City.
8. Standard of Work. Contractor shall perform the Services required under this Agreement in accordance with generally accepted standards in existence within the industry at the time of performance of Services.
9. Termination. This Agreement may be terminated by either party upon written notice to the other party, in the event of substantial failure by the other party to perform in accordance with this Agreement shall give the non-performing party twenty (20) calendar days from the date of the termination notice to cure or submit a plan for a cure acceptable to the other party, in which case the Agreement shall not be terminated.
10. Delay in Performance. Except for City's payment obligation, neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purpose of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, earthquakes, floods, fire, riots, or other civil disturbances, strikes or other labor disturbances, or other similar circumstances. Should such circumstances occur, the non-performing party shall give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. City and Contractor agree to negotiate in good faith in an effort to agree upon an amendment to this Agreement which includes

an equitable adjustment in the time schedule in the event such circumstances occur.

11. Date of Completion of Services. Contractor agrees that the services shall be performed consistent with the terms of the City's Request For Quote attached as Exhibit C, and the Scope of Work attached hereto as Exhibit D, shall be completed no later than May 1, 2021.
12. Dispute Resolution. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Contractor and the City agree to submit the dispute to a non-binding mediation, with the costs of the mediator being shared 50% by City and 50% by Contractor. The requirement to seek mediation shall be a condition required before filing an action at law.
13. Miscellaneous.
 - a. This Agreement shall be governed by the laws of the State of Iowa, and any action at law or other judicial proceeding arise from this Agreement shall be instituted in the Iowa District Court for Black Hawk County, Waterloo, Iowa.
 - b. This Agreement, together with the Exhibits referenced in the Agreement, constitute the entire agreement between the parties hereto, and supersede any oral or written proposals other than those contained in the Exhibits. In the event of any conflict between this Agreement and the Exhibits, the terms and provisions of the Exhibits shall control.
 - c. Contractor shall not sub-contract any portion of the Services to a sub-contractor unless approved in writing in advance by the City. In no case shall City's approval of any sub-contract relieve Contractor of its obligations under this Agreement. Any sub-contractor must comply with the requirements of Paragraph 5, Insurance Requirements for Contractors for the City of Cedar Falls.
 - d. Nothing contained in this Agreement or its Exhibits limits the rights and remedies of the parties, including remedies related to damages that are available to either party under law.

- e. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail to the other party at the respective addresses set forth in the introductory paragraph of this Agreement.
- f. Contractor shall not assign this Agreement or any rights or duties under this Agreement without prior consent of the City.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement effective the date stated above.

Pospisil Painting, Inc.

CITY OF CEDAR FALLS, IOWA

By: _____

By: _____
Rob Green, Mayor

Name: _____

ATTEST:

Title: _____

Jacqueline Danielsen, MMC, City Clerk

CONTRACTOR

CITY

FALLS AQUATIC CENTER POOL PAINTING 2020

BID TAB

Item 18.

Exhibit
B

	Business/Company	Listed References	Read RFP	Visited FAC when	Brand of Paint	Proof of Insurance (2 mil)	Grand Total
1	Personafied Inc. 326 W 17 th Street Waterloo, IA 50702 319-232-3369	Yes 3 Listed	Not Initialed	Yes April 30, 2020 2:00 pm	Tenemec	Yes \$2,000,000 / \$1,000,000 Will obtain governmental immunities endorsement	\$194,840.00 35 day project weather permitting.
2	Pospisil Painting Inc. 728 58 th Avenue Ct. SW Cedar Rapids, IA 52404 319-362-4356 319-631-7809 (cell)	Yes 9 Listed	Yes	Yes April 30, 2020 2:00 pm	Tenemec	\$3,000,000 / \$1,000,000 Will obtain governmental immunities endorsement	\$117,700.00 38 day project.
3							
4							
5							



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES

220 CLAY STREET
PH: 319-273-8606
FAX: 319-273-8610

INSPECTION SERVICES

220 CLAY STREET
PH: 319-268-5161
FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS

110 E. 13TH STREET
PH: 319-273-8636
FAX: 319-273-8656

VISITORS & TOURISM/ CULTURAL PROGRAMS

6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

REQUEST FOR QUOTE 2020 SANDBLASTING AND PAINTING OF 3 POOLS for the CITY OF CEDAR FALLS, IOWA

Exhibit
C

April 17, 2020

The City of Cedar Falls (hereinafter referred to as the “City”) invites quotes for sandblasting and painting of 3 pools at the Falls Aquatic Center, 3025 S. Main Street in Cedar Falls, Iowa. Please carefully review this document. If you are interested in making a quote consistent with the conditions, instructions, requirements and specifications as contained herein, submit one (1) original and two (2) copies of the Response Form together with a comprehensive quote in a sealed envelope no later than 2:00 p.m. (Central time) on Thursday, May 14, 2020. A pre bid meeting will be held at the Falls Aquatic Center, 3025 S. Main Street, 2:00 pm on April 30, 2020 for questions, orientation, and measurements.

Quotes may be mailed or sent by delivery service to Cedar Falls City Hall. The outside of the envelope should be clearly marked with the Proposer’s name and address and identified as “Submission of Quote – Sandblasting and Painting Falls Aquatic Center”. The sealed envelope should be in a second envelope and addressed as follows:

Chris Schoentag - Aquatic Supervisor
Cedar Falls City Hall
220 Clay Street
Cedar Falls, IA 50613

If in-person delivery is desired, then an appointment must be scheduled by email (chris.schoentag@cedarfalls.com) prior to 2:00 pm (CDT) on Thursday, May 14, 2020.

All quotes must be valid for 60 days.

It is the sole responsibility of the proposer to see that its response and appropriate documents are delivered on time. Any response received after the scheduled closing time for receiving quotes will be returned to the proposer unopened and will not be considered.

Because the services sought will require the expenditure of public funds, part or all of the successful quote, as well as a resulting contract, will be public record. Prior to acceptance of a quote, the information contained in each quote will be used for evaluating the proposer’s ability to handle the scope of services and will not be shared with persons not involved in the evaluation of quotes unless otherwise required by law.

Chris Schoentag
Aquatic Supervisor

1. ABOUT THIS DOUCMENT

This document is a Request for Quotes for the sandblasting and painting of three pools at the Falls Aquatic Center. Determination of the lowest and best bid will include criteria such as quality, references, availability or capability.

Quotes will be evaluated to measure how well they meet the City’s objectives and needs. Criteria that will be considered in evaluating quotes are set forth in this RFP. The City will thoroughly review all quotes received and may conduct an interview process for top quotes and to further discuss services and pricing. A proposer’s initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The City reserves the right to select and recommend for award the quote which best meets its required objectives and needs, in the sole discretion of the City.

Questions regarding this document must be submitted to Chris Schoentag, Aquatic Supervisor, at Chris.Schoentag@cedarfalls.com.

2. SCOPE of SERVICES

The City is interested in quotes that will provide quality services at competitive rates. The quotes will be evaluated on experience, quality, price, and turnaround time.

GENERAL INFORMATION

This project will begin after the anticipated closing of the 2020 season on or around (Monday, August 24, 2020), with the pools drained and ready for sandblasting no later than September 7, 2020. The requested services are for the sandblasting and pool coating of 3 pools to meet the specifications outlined herein. In order to permit manufacturers to follow their standard manufacturing processes, minor deviations from the provisions of these specifications will be considered. All deviations, however insignificant, must be fully explained on response sheets and shall become part of the quote. The City reserves the absolute right in its obligation to the public to accept the quote that best serves the public interest, with deviations known at time of bidding.

The quote should contain detailed information containing the contractor’s proposed schedule and order of work, as well as pricing, all in a manner that meets or exceeds the following minimum requirements and specifications.

Contractor is responsible for:

1. Contractor shall supply all equipment, materials, and labor to complete work in accordance with the quote requirements.
2. Sandblasting and cleanup of blasting media
 - a. All painted surfaces will be sandblasted and scraped to completely remove all loose layers of existing paint within and around the lap pool, shallow pool and lazy river.
3. Surface Coating (**CONTRACTORS ARE RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS FOR ACCURACY**)
 - a. Prime any bare concrete and painting all three pools with two (2) coats Tnemec Series 161 Tneme-Fascure Polyamide Epoxy, matching existing colors and details (floor and wall color Delft Blue).
 - i. Surface areas – Pool bottoms
 - a. Shallow Play or Zero Depth Pool 5,353 SF
 - b. Lazy River & Plunge Pool 5,409 SF
 - c. Lap Pool..... 12,337 SF
 - ii. Perimeter – Not counting or factoring in ramps and stairs
 - a. Shallow Play or Zero Depth Pool
 - a. Roughly 308 Lineal feet with a wall height of 0” to 2’6”
 - b. Lazy River & Plunge Pool
 - a. Lazy River 482’ long – walls on each side with a wall height of 2’6” to 3’2”
 - b. Plunge Pool 118 lineal feet with a wall height of 3’1” to 3’4”
 - c. Lap Pool
 - a. Roughly 721 lineal feet with a wall height of 2’6” to 12’6”
 - b. Apply non-skid additive to all ramps and submerged concrete steps. (non-slip glass beads at gutter surface, all floors below 30” depth, steps and ramps) StrataShield Glass Beads manufactured by Tnemec.
 - c. Painting 1” line on edge of each step matching existing pattern for all three (3) pools using two (2) coats of Tnemec Series 161 paint.
 - d. Painting 4” lines at the following changes in depth (compliant with Iowa Code) in zero depth pool and lap pool matching existing colors and details using two (2) coats of Tnemec Series 161 paint.
 - i. Step edge in diving well of lap pool
 - ii. 5’ drop in lap pool
 - iii. 2’ depth in bubble of lap pool
 - iv. 3’ depth in in bubble of lap pool
 - v. Striping exiting bubble into main lap pool
 - vi. 1’ depth in zero depth pool
 - vii. 2’ depth in zero depth pool
 - e. Painting lane lines and targets in lap pool painted with two (2) coats Tnemec Series 161 Tneme-Fascure Polyamid Epoxy, matching existing colors and details.
 - f. Outside of pool deck striping (gutters and top deck) Tnemec Series 161 to match existing color (gutter accent color Clear Sky).

3. MANDATORY REQUIREMENTS

This section is provided to assist participating proposers in forming a thorough response for services outlined in this document. Quotes submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful quote shall:

- a. Submit Exhibit A: Signature Page
- b. The submission of your bid will be considered confirmation that you have reviewed Exhibit B: Insurance Requirements for Contractors for the City of Cedar Falls, and that the required insurance can be met not in any other form but as to what is provided in Exhibit B. For those awarded the contract, insurance requirements must be approved by City Staff prior to being placed on the City Council Agenda for approval.
- c. Identify at least three (3) references including the organization/business, address, contact person, phone number, date of services.
- d. Any additional information believed necessary to assist the City in evaluating your quote may also be submitted.

4. TENTATIVE TIME LINE

The following dates are provided to assist interested firms in planning participation in the project described herein. The dates listed, however, are in no way guaranteed and are subject to change without notice.

Pre Quote Meeting at Falls Aquatic Center..... 2:00 pm, April 30, 2020
Request for Quotes Due2:00 pm, May 14, 2020
Quote Selection CompletedMay 21, 2020
Awarded contract to City CouncilJune 15, 2020
Pool available to begin work September 2 – 7, 2020
Project Completion Date Fall 2020 preferable, no later than May 1, 2021

5. SELECTION CRITERIA

The selection process will be based on responses to this RFQ and determination of lowest and best bid. Best bid includes verification of references and any interviews required verifying the experience and ability of proposer to provide quality services in response to this document.

Representatives of the City will evaluate each proposal based on the following criteria:

- a. Demonstrating clearly and completely, your firm's ability to meet all RFQ conditions, Minimum Specifications, and miscellaneous instructions as outlined herein;
- b. Demonstrating the skill and experience necessary to meet the City's needs;
- c. Meeting mandatory requirements outlined herein;
- d. Proposing services described herein with the most advantageous and prudent methodology and cost to City;
- e. Providing references reflecting projects having a scope of services similar to those requested by the City within the last seven years (include

- location, contact person, telephone number, length of contract, and any other pertinent information related to this type of project); and
- f. Provide proof of insurance in compliance with Exhibit B to be reviewed and approved by City Staff for approval.

SIGNATURE PAGE:

RECREATION AND FITNESS CENTER FALLS AQUATIC CENTER POOL PAINTING PROJECT

Failure to complete, sign and return this signature page with your quote may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

By signing below I certify that:
I am authorized to provide a quote on my company's behalf.
I am not currently an employee of the City of Cedar Falls, Iowa

Signature of Person Authorized to provide quotes on Team's Behalf Date

Note: If you cannot certify the above statements, please explain in the space provided below.

SANDBLASTING & REPAINTING FALLS AQUATIC CENTER
Cedar Falls, Iowa
City Project Number _____

03-27-2019

INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a. Commercial General Liability policy is primary and non-contributing
 - b. Commercial General Liability additional insured endorsement – See Exhibit 1
 - c. Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City’s option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor’s expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 “Designated Construction Project(s) General Aggregate Limit” shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
9. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
10. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor’s Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the

Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise,

for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit \$1,000,000	
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other
- Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C FALLS AQUATIC CENTER POOL PAINTING QUOTE

Submitted to Chris Schoentag at 110 East 13th Street, Cedar Falls, IA by 2:00 p.m. on May 14, 2020. The city is tax-exempt, so please DO NOT include sales tax in your quote.

Business Information:

Business: _____
Address: _____
Phone Number: _____
Contact Person: _____

Please list five (5) references for which you have painted swimming pools for in the last 7 years:

Business/Location	Contact Person	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I have read the RFQ and understand the scope of the work to be done and the product to be used. Initial _____

I took the opportunity to look at the three pools on April 30, 2020 @ 2:00 p.m.
Yes _____ No _____


If your quote is using a brand of paint other than Tnemec, then you have attached the manufacturers Specifications for Product being used regarding application and surface preparation for what brand of paint as well as why you feel suggested brand is of same or better quality? _____

I have attached:

Proof of Insurance as required by the City Yes____ No____
Form or Contract will NOT be required to be submitted at the time of this submittal

Project Total \$ _____

Estimated date for work to be completed with pools being ready for you to start no later than September 7, 2020. _____ or _____ working days.

		PRODUCT DATA SHEET TNEMEC-FASCURE SERIES 161	
PRODUCT PROFILE			
GENERIC DESCRIPTION	Polyamide Epoxy		
COMMON USAGE	Low temperature-cure, corrosion-resistant coating for protection against abrasion, immersion and mild chemical contact. Fast recoat at 75°F (24°C).		
COLORS	Refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.		
FINISH	Satin		
COATING SYSTEM			
SURFACER/FILLER/PATCHER	Series 215, 217, 218		
PRIMERS	Steel: Self-priming or Series 1, 20, FC20, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90G-1K97, 90E-92, 90-97, H90-97, 90-98, 91-H2O, 94-H2O, 161, 394, V530 Galvanized Steel and Non-Ferrous Metal: Self-priming Concrete: Self-priming, Series 27WB, 201, 1254 CMU: 130, 1254 Drywall: 151-1051 for dry interior environments		
TOPCOATS	Series 27WB, 30, 46H-413, 66, L69, L69F, N69, N69F, V69, V69F, 72, 73, 104, 113, 114, 118, 161, 262, 265, 290, 291, 740, 750, 1026, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078, 1078V, 1094, 1095, 1096, 1224. Note: A maximum recoat time may apply depending on the topcoat specified. Refer to the applicable topcoat product sheet for information on product specific maximum recoat times.		
SURFACE PREPARATION			
STEEL	Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning or ISO Sa 2 1/2 Very Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Note: Commercial Blast Cleaning generally produces the best coating performance for this exposure. If conditions will not permit this, in moderate exposures Series 161 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces (SSPC Rust Grade Condition C).		
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Consult the latest version of Tnemec Technical Bulletin 10-78 or contact your Tnemec representative or Tnemec Technical Services.		
CAST/DUCTILE IRON	All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAFF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).		
CONCRETE	Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SPI3 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2-3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.		
CMU	Allow mortar to cure for 28 days. Prepare in accordance with SSPC-SP13/NACE 6 to level protrusions and mortar spatter, and remove other contaminants.		
PAINTED SURFACES	Non-Immersion Service: Ask your Tnemec representative for specific recommendations.		
PRIMED SURFACES	Immersion Service: Scarify the Series 161 prime coat surface by abrasive-blasting with a fine abrasive before topcoating if: (a) the Series 161 has been exterior exposed for 60 days or longer and Series 46H-413, 66, L69, L69F, N69, N69F, V69, V69F or 161 is the specified topcoat; (b) the Series 161 prime coat has been exterior exposed for 14 days or longer and Series 104 is the specified topcoat; (c) the Series 161 prime coat has been exterior exposed for 7 days or longer and Series 262 or 265 is the specified topcoat.		
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.		
TECHNICAL DATA			
VOLUME SOLIDS	58.0 ± 2.0% (mixed) †		
RECOMMENDED DFT	2.0 to 6.0 mils (50 to 150 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.		

PRODUCT DATA SHEET

TNEME-FASCURE | SERIES 161

CURING TIME	Temperature	To Touch	To Handle	To Recoat	Immersion
	75°F (24°C)	1 hour	2-3 hours	3-4 hours	3 days
	65°F (18°C)	2 hours	4-5 hours	5-6 hours	4-5 days
	55°F (13°C)	3-4 hours	6-8 hours	10-12 hours	6-7 days
	45°F (7°C)	6-7 hours	12-14 hours	16-18 hours	9-10 days
	35°F (2°C)	8-10 hours	16-18 hours	20-22 hours	12-14 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

VOLATILE ORGANIC COMPOUNDS
Unthinned: 2.92 lbs/gallon (349 grams/litre)
Thinned 5%: 3.11 lbs/gallon (372 grams/litre)
Thinned 10%: 3.28 lbs/gallon (395 grams/litre) †

THEORETICAL COVERAGE
 930 ml sq ft/gal (22.8 m²/l at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS
 Two: Part A and Part B

PACKAGING
 5 gallon (18.9 L) pails and 1 gallon (3.79 L) cans—Order in multiples of 2.

NET WEIGHT PER GALLON
 12.50 ± 0.25 lbs (5.67 ± .11 kg) †

STORAGE TEMPERATURE
 Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE
 (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHelf LIFE
 Part A: 24 months; Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA
 Part A: 82°F (28°C) Part B: 64°F (18°C)

HEALTH & SAFETY
 Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested (1)	4.0 (100)	7.0 (180)	252 (21.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	6.0 (150)	10.5 (265)	155 (14.4)

(1) **Note:** Roller or brush application may require two or more coats to obtain suggested film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING
 Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components should be above 50°F (10°C) prior to mixing. For application to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand thirty (30) minutes and restir before using. For optimum application properties, blended components should be above 60°F (16°C). **Note:** Mixing ratio is one to one by volume.

THINNING
 Use No. 4 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon.

POT LIFE
 16 hours at 35°F (2°C) 2 hours at 75°F (24°C) 1/2 hour at 100°F (38°C)

APPLICATION EQUIPMENT
Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC or JGA	E	765 or 78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	1800-3000 psi (124-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.
Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.
Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic nap covers.
Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE
 Minimum 35°F (2°C) Maximum 135°F (57°C)
 The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP
 Flush and clean all equipment immediately after use with the recommended thinner or MEK.
 † Values may vary with color.

PRODUCT DATA SHEET

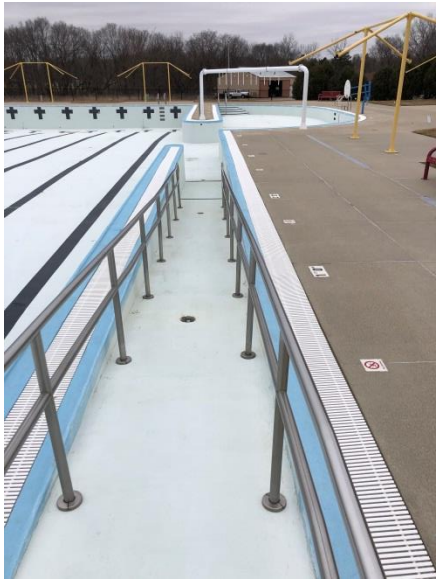
TNEME-FASCURE | SERIES 161

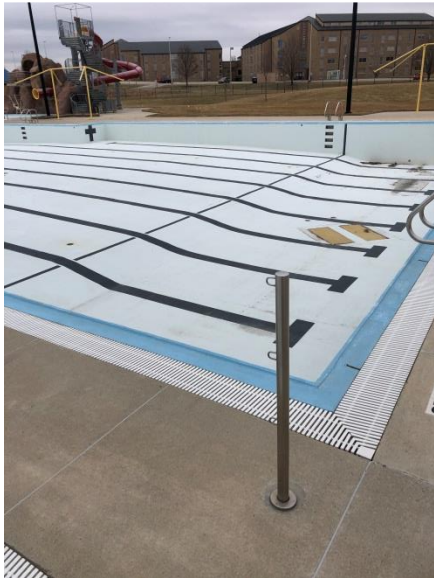
WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose so long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com

		PRODUCT DATA SHEET	
		<h1>GLASS BEADS 211-212 & -213</h1>	
PRODUCT PROFILE			
GENERIC DESCRIPTION	Glass Bead Additive		
COMMON USAGE	Provides enhanced slip-resistance for added safety in select StrataShield topcoats.		
SIZE	212 (50-80 mesh coarse bead) and 213 (70-140 mesh fine bead).		
COATING SYSTEM			
TOPCOATS	Series 205, 247, 248, 287, 290, 291, 294, 295, 296, 297		
TECHNICAL DATA			
PACKAGING	Small Kit: 1 Quart (32 volume ounces) Large Kit: 1 Gallon (128 volume ounces)		
NET WEIGHT PER GALLON	12.6 ± 0.25 lbs.		
HEALTH & SAFETY	Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.		
APPLICATION			
MIXING	While under agitation, slowly add the glass beads in an amount between 2 to 4 ounces by volume per mixed gallon to Series 205, 287, 290, 291, 295, 296 or 297 or between 4 to 8 ounces by volume per mixed gallon to Series 247 or 248. A measuring cup is provided for this purpose to ensure proper distribution of the glass bead and a uniform appearance. It is recommended that the material be dipped and rolled out of either a pan or tray. If applied out of a bucket, the material should be periodically agitated to ensure the beads continue to stay in suspension. Ribboning the liquids and then spreading the material with a flat squeegee is not recommended since the beads may lay out unevenly, resulting in a patchy appearance.		
<small>WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.</small>			
Tnemec Company Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com			









COMMERCIAL - INDUSTRIAL
Specialists in Painting, Coating, Lining, Flooring

728 58th Ave. Ct. SW
CEDAR RAPIDS, IA 52404
PHONE 319-362-4356
FAX 319-362-6822

**Exhibit
D**

Proposal Date: 5/20/2020

Customer Information:

Project Description:

City of Cedar Falls
The Falls Aquatic Center
3025 S Main Street
Cedar Falls, IA 50613

Pool Painting Project

We hereby submit specifications and estimates for:

Preparation and Painting of the main pool, zero entry pool and lazy river pool according to the attached scope of work and the bidding documents supplied by the city and dated 4-16-2020.

Labor, Equipment, & Materials:	\$117,700.00
Tax:	\$0.00
	<u>\$117,700.00</u>

Please call if you have any questions. Prepared by Cliff Mohling, President

Payment to be made as follows: Monthly progress payment and payment in full upon completion; Net 30.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Acceptance Date

Honor God, Serve Others, Build the Kingdom

www.pospisilpainting.com



728 58th Avenue Ct SW
 Cedar Rapids, IA 52404
 (319)362-4356 Fax: (319) 362-6822

Cedar Falls Aquatic Center Scope Of Work

Inclusions:

- 1 Use sheet metal cover to protect fiberglass gutter surfaces during abrasive blasting.
 - 2 Mask lights, drain plugs, anchors for equipment, lane lines, inlet wall and floor jets.
 - 3 Grind excess paint runs from floor / wall joint.
 - 4 Feather grind paint at peeling locations to remove sharp edges.
 - 5 Abrasive blast floor, walls and gutter surfaces.
 - 6 Clean up and dispose of all spent abrasive and paint chips.
 - 7 Prime bare concrete with Tnemec Series 161 Epoxy
 - 8 Apply 2 coats of Tnemec Series 161 Epoxy Fast Cure to all surfaces.
 - 9 Paint main drain pits in each of all three pools.
 - 10 Glass Beads will be added for non-slip surface per manufacturer's recommendation
 - 11 Non-slip surface at gutters, steps, ramp and all floors below 30" depth
 - 12 Paint vertical wall / gutter accent 4" height at Lap Pool and Zero Entry pool
 - 13 Paint vertical wall / gutter accent 10" at Lazy River Pool
 - 14 Paint beneath climbing structure and elephant slide.
 - 15 Paint 4" color depth accent lines (1' 2' and 3') at zero entry pool and bubble at main pool.
 - 16 Paint lanes, targets, deep water lines, 5' mark and toe edge at main pool.
 - 17 Paint 1" strip at front edge of all steps.
- Colors: Floor and Walls: Delft Blue (Specified)
 (NOTE: Records indicate that the revised color at the last painting is **Springwater**.)
 Gutter Accent: Clear Sky
 Other Accent Markings: Black, Yellow, Red, Green as currently established.
 Color samples are included.

Exclusions:

- 1 Play equipment
- 2 Painting of the gutter trough below the gutters

A preliminary certificate of insurance is attached. The government immunities endorsement will be added upon successful award of contract.

Please call if you have any questions regarding our scope of work.

Honor God, Serve Others, Build the Kingdom

**DEPARTMENT OF PUBLIC WORKS****CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126
www.cedarfalls.com

MEMORANDUM

TO: Mayor Rob Green and City Council
FROM: Chase Schrage, Director of Public Works
DATE: June 25, 2020
SUBJECT: Lease approval – Flood buyout properties

Residents often express an interest in leasing the vacant parcels of land which are part of the flood buyout program to be used for additional open green space adjacent to their property or to plant gardens. Attached to this memo is a lease requiring approval from the City Council. The individuals who signed the lease have provided the City with the necessary liability insurance coverage in order to utilize the property.

Public Works staff believe the leasing program is very beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessee during the growing season which saves maintenance dollars and allows park staff to spend time maintaining higher priority properties.

The Department of Public Works recommends approval of this lease.

Let me know if you have any questions or comments.

Att:

**CITY OF CEDAR FALLS
LEASE**

PARCEL NO. 8914-02-235-009

LEASE NO. PK-2021-005 COUNTY: Black Hawk

THIS LEASE, made and entered into this ___ day of _____, 20___, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13th Street, Cedar Falls, Iowa 50613, and Janet & Kevin Robb ("Tenant"), whose address for the purpose of this lease is 2111 Vine Street.

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

BRUHNS SUBDIVISION OF A PART O F NE QUARTER OF THE NE QUARTER OF SEC 2 T 89 NORTH RANGE 14 WEST OF THE 5TH PM S 50 FT W 7 0 FT LOT 25

the address of which is locally known as 8914-02-235-009 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the ___ day of _____, 2020, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

2. RENT. Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

4. USE. Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

5. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.

6. SURRENDER. Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

7. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

8. INSURANCE. LIABILITY INSURANCE. Tenant shall show proof CERTIFICATE OF INSURANCE of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

9. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord’s elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, “Landlord”), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, “Tenant”), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; and (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the following address:

Return Both Copies Signed to:

Cedar Falls Recreation Center
Attn: Peggee Frost
110 E. 13th Street
Cedar Falls, IA 50613

12. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

13. ADDITIONAL PROVISIONS.

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

14. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

15. **PROPERTY MANAGER.** The City Director of Municipal Operations & Programs, or his or her designee, is authorized to manage the Premises covered by this Lease.

16. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA
LANDLORD**

By:

Rob Green, Mayor

Date

Attest:

Jacque Danielsens, CMC, City Clerk

Date

TENANT

By:

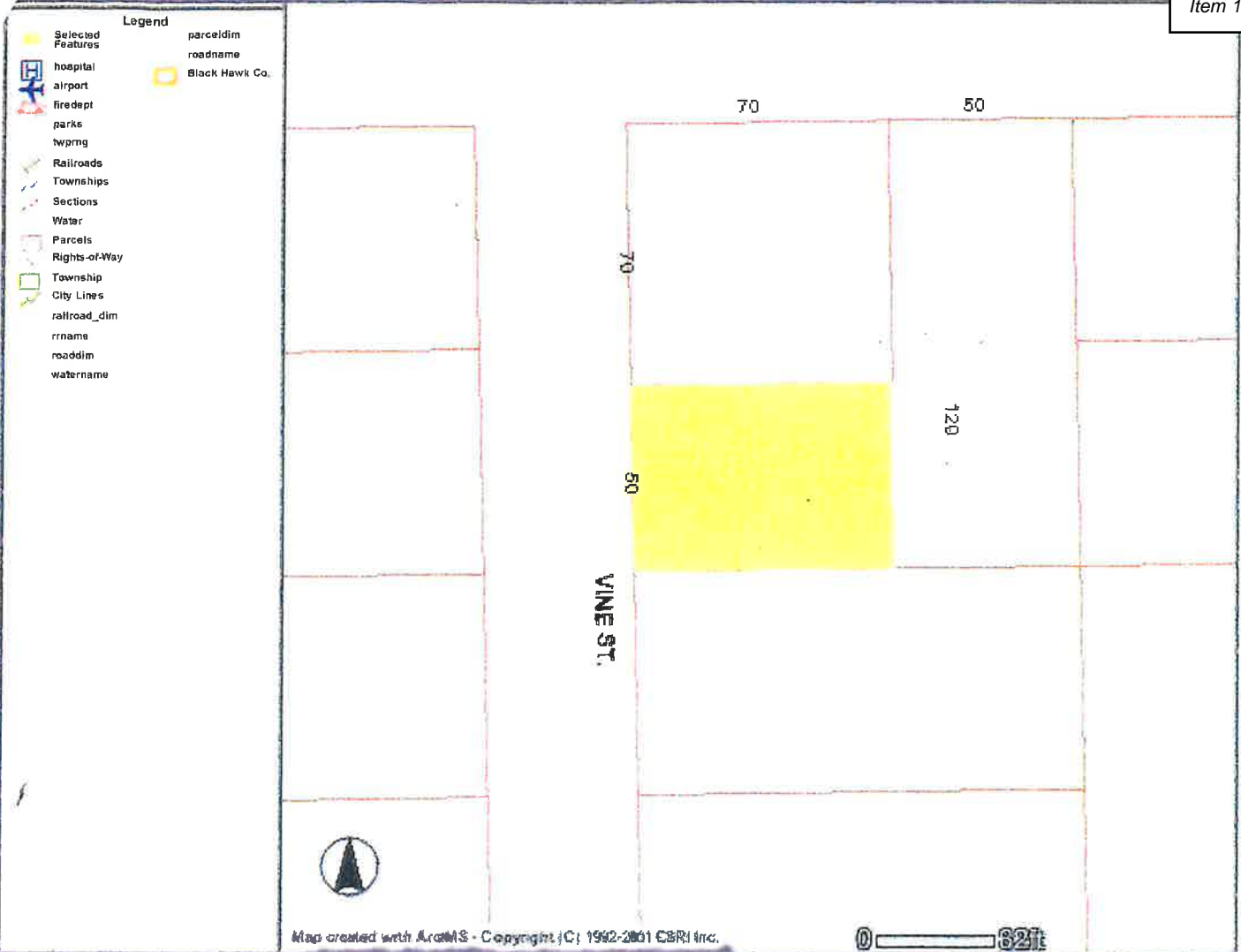
Kevin C. Robb Janet Robb
Signature

6-10-2020
Date

Kevin C. Robb Janet Robb
Print Name

201 Vine St Cedar Falls, IA 50613
Address

Item 19.



Black Hawk County, Iowa
316 East 5th Street
Waterloo, Iowa 50703-4774
Phone: (319) 833-3002
Fax: (319) 833-3070
E-mail: auditor@co.black-hawk.ia.us.org

Map Disclaimer: This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



Facsimile Cover Sheet

To: Department of Municipal Operations & Recreation

Company:

City/State:

Phone:

Fax: 319-273-8656

From: Becky Green

Company: Gail Hunter - American Family Insurance

City/State: Independence

Phone: 319 334-7141

Fax: 1-844-506-5260

Comments: RE: Kevin Robb - 2111 Vine St, Cedar Falls, IA 50613

Leased parcel #8914-02-235-009 - Homeowner's liability will extend to the leased parcel. Please find attached the Homeowner's declaration showing the liability limits.

Any questions or additional information needed, please call me at 319-334-7141 or email me at rgreen@amfam.com

Thank you

The information contained in this facsimile message is attorney privileged and/or confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error please notify us immediately by telephone using our toll free number 1-800-374-1111 at the extension identified in the American Family phone number provided above so we may arrange for the return of this material at our expense. Thank you.

Date & Time of Transmission: 5/28/2020 3:21:44 PM
Number of pages including this cover sheet: 3

DECLARATIONS

IOWA HOMEOWNERS POLICY - GOLD STAR SPECIAL DELUXE FORM (ED 06/94) IA

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI

PLEASE READ YOUR POLICY

POLICY NUMBER 14BP-9527-01

NAMED INSURED

ROBB, KEVIN & JANET
2111 VINE ST
CEDAR FALLS IA 50613-1347

MORTGAGEE

REFERENCE NUMBER: 8032715417
PENNYMAC LOAN SERVICES LLC ITS
SUCCESSORS AND/OR ASSIGNS
PO BOX 6618
SPRINGFIELD OH 45501

EFFECTIVE

FROM 5/14/2020 **TO** 5/14/2021
ACCT 021-828-447-47

COVERAGES AND LIMITS PROVIDED

001 FAMILY FRAME DWELLING

SECTION I	LIMITS
DWELLING	\$190,000
PERSONAL PROPERTY ON PREMISES	\$142,500
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION	
FUNGI OR BACTERIA	\$5,000
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	
DEDUCTIBLE AMOUNT - ALL PERIL	\$1,000
SECTION II	
PERSONAL LIABILITY	\$1,000,000
DANGEROUS DOG AND EXOTIC ANIMAL LIABILITY	\$25,000
MEDICAL EXPENSE	\$1,000
ADDITIONAL PROTECTION / ENDORSEMENTS	
OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS	
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE	
SCHEDULED PERSONAL PROPERTY (END 457 ED 6/94)	
SPECIAL JEWELRY SCHEDULED PERSONAL PROPERTY STATED DOLLAR LOSS (END 457D ED 6/94) - \$100 DEDUCTIBLE	
BACK-UP SEWER COV (END 466 (L) ED 10/97) - \$10,000 LIMIT - 1000 DED	
ADDITIONAL FORMS AND/OR ENDORSEMENTS MAY APPLY	

THIS POLICY INCLUDES INCREASED BUILDING LIMIT COVERAGE UP TO 120% OF THE DWELLING LIMIT SHOWN ABOVE, SUBJECT TO POLICY PROVISIONS

HOME AND AUTO DISCOUNT HAS BEEN APPLIED
HOME PURCHASE DISCOUNT HAS BEEN APPLIED
AGE OF CUSTOMER DISCOUNT HAS BEEN APPLIED
HOME AND UMBRELLA DISCOUNT HAS BEEN APPLIED
CUSTOMER LONGEVITY DISCOUNT HAS BEEN APPLIED
CLAIMS FREE DISCOUNT HAS BEEN APPLIED

LOCATION OF RISK: 2111 VINE ST CEDAR FALLS IA 50613-1347

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED REPRESENTATIVE *William B. West* President *Rec* Secretary

AGENT 056-722 **PHONE** (319) 334-7141

GAIL HUNTER
309 1ST ST E
INDEPENDENCE IA 50644-2854

USERID RAG038
ENTRY DATE 05/28/2020 02:57 PM
SIS ID 92276528



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown
FROM: Brian M. Heath, Public Works/Parks Div. Manager
DATE: June 25, 2020
SUBJECT: Elevator Maintenance Agreement

On June 18th 2020, proposals were opened for elevator maintenance services. This maintenance agreement is for quarterly preventative maintenance to be performed on four (4) City owned elevators for a contract period of three (3) years. Following is a summation of the proposals received;

KONE Inc.	\$128.00 quarterly, per elevator
O'Keefe Elevator	\$148.00 quarterly, per elevator
Schumacher Elevator Service	\$270.00 quarterly, per elevator

The proposal from KONE Inc. was the lowest proposal received. However, the company could not meet the City's insurance requirements as defined in the Request for Proposal. O'Keefe Elevator was the next lowest proposer and was able to meet City requirements. O'Keefe has provided the necessary contract documents and are ready for approval of this agreement. Therefore, it is the recommendation of the Public Works Department to enter into a contract with O'Keefe Elevator to provide Elevator Maintenance Services for the City of Cedar Falls.

Please feel free to contact me if you have any questions.

CC: Chase Schrage, Public Works Director

Att.

**AGREEMENT FOR ELEVATOR MAINTENANCE
Three (3) Year Contract
City Hall
Hearst Center
Public Library
Public Safety**

The City of Cedar Falls, Iowa, hereinafter called City; hereby accepts the Elevator Maintenance Services proposal, submitted by O’Keefe Elevator Company, Inc., hereinafter called O’Keefe, upon the following terms and conditions:

1. O’Keefe shall provide all labor, supplies and equipment necessary to perform the services as described in the proposal submitted on June 18, 2020.
2. O’Keefe shall be paid in accordance with the attached Cost Summary document as submitted in the Elevator Service Proposal on June 18, 2020 for the duration of this agreement, beginning August 1, 2020, and ending July 31, 2023.
3. O’Keefe shall comply with all the requirements of the submitted proposal document.
4. The City reserves the right to cancel this agreement due to default by giving O’Keefe written notice as outlined in the document.
5. This agreement may be extended on a yearly basis for a period not to exceed five (5) years, if mutually agreed upon by both parties.

Dated this 23rd day of June, 2020.

APPROVED:

O’Keefe



By: (Signature)

Vice President – Service

Title

June 23, 2020

Date

City of Cedar Falls, Iowa

Mayor Rob Green

Jacqueline Danielsen, MMC, City Clerk

Date

SECTION IV. COST SUMMARY

A. The undersigned agrees to furnish a price, in accordance with the attached specifications, for the following services:

Item A – Quarterly Exam and Lubrication:

1. Quarterly Maintenance: Quote per Inspection

City Hall: \$ 148.00 per quarterly inspection
(One Hundred Fourty Eight and 00/100 dollars)

Written Cost

Library: \$ 148.00 per quarterly inspection
(One Hundred Fourty Eight and 00/100 dollars)

Written Cost

Hearst Center: \$ 148.00 per quarterly inspection
(One Hundred Fourty Eight and 00/100 dollars)

Written Cost

Public Safety: \$ 148.00 per quarterly inspection
(One Hundred Fourty Eight and 00/100 dollars)

Written Cost

Item B - Provide annual No Load test in accordance with A.N.S.I. A-17 Code

City Hall: Included in Quarterly Maintenance

Library: Included in Quarterly Maintenance

Hearst Center: Included in Quarterly Maintenance

Public Safety: Included in Quarterly Maintenance

Item C - Define ADA Compliance upgrades recommended to elevators and cost of recommended upgrades.

N/A

Item D - Emergency Call back will be invoiced at the following rates:

A. Emergency call back services, including travel time.

\$ 300.00 /HR (Three Hundred and 00/100
dollars) /HR

Written Cost

B. Normal working hours but other than regular inspection, (Straight time hourly labor rate) \$ 200.00 /HR

Two Hundred and 00/100 dollars /HR

Written Cost

C. Mileage charge \$ 0.64 /mile
Zero and 64/100 dollars /mile

Written Cost

D. State routine work hours if other than 8:00 AM - 5:00 PM NA



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *Ban H*
DATE: June 16, 2020
SUBJECT: Access Agreement with Hanna Park Condominiums
Owners Association

Hanna Park condominiums are currently being developed on Callum Court which is a private road between Cedar Heights Drive and Green Hill Drive. City services, namely refuse collection, are not typically provided on private drives or roadways.

The Hanna Park Condominium association recently contacted the City to request refuse, yard waste and bulk collection services be provided. This request is very similar to the recently granted request from Whispering Pines Condominium Association. In which, the City is not held responsible for any damages caused to the private road while providing said services.

City staff and the Condominium Association representing the condominium owners have come to an agreement on such access. The terms of the agreement include; collection shall be automated, with collections being a one pass, one side only operation. Residents shall comply with all provisions of Chapter 10 of the Code of Ordinances and shall be billed accordingly. The association shall hold the City harmless and indemnify for damage to the private road; and the agreement may be terminated upon 30 days written notice by either party.

The Public Works Department is recommending the approval of this agreement.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

Att.

**ACCESS AGREEMENT FOR SOLID WASTE COLLECTION SERVICES BETWEEN
HANNA PARK CONDOMINIUMS OWNERS ASSOCIATION D/B/A CREEKSIDE
LUXURY CONDOMINIUMS AND THE CITY OF CEDAR FALLS, IOWA**

This Access Agreement for Solid Waste Collection Services is made and entered into this 25th day of May, 2020, by and between Hanna Park Condominiums Owners Association, an Iowa nonprofit corporation, whose address for purposes of this Agreement is PO Box 277, Cedar Falls, Iowa, 50613 (the "Association"), and the City of Cedar Falls, Iowa, an Iowa municipality, whose address is Attn: _____, 220 Clay Street, Cedar Falls, Iowa 50613 (the "City")

WHEREAS, the Association is an Iowa nonprofit corporation possessing the powers and duties as set forth in the Articles of Incorporation of the Association, the Bylaws of the Association, the Declaration of Condominium as amended, and Chapter 499B of the Code of Iowa, governing a horizontal property regime affecting Lot 5 of the Final Plat of Hanna Park Commercial Addition, in the City of Cedar Falls (the "Property"); and

WHEREAS, among the powers and duties of the Association is to maintain, repair and replace all common areas and making or providing payment for such work; and

WHEREAS, access to individual condominiums within the Property is by way of private road, which is a common area within the Property; and

WHEREAS, the City does not currently provide garbage, refuse, yard waste or bulk item collection services to the Property and condominium owners within the Property, through the Association, have expressed interest in such services; and

WHEREAS, the City and the Association have reached agreement on access to the Property in order for the City to provide such services and now wish to reduce their agreement to writing.

NOW, THEREFORE, IT IS MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE ASSOCIATION AND THE CITY AS FOLLOWS:

1. Access. Commencing during the first week of July, 2020, the City shall have access to the Property for the purpose of providing garbage, refuse, yard waste and bulk item collection services (the "Services") to condominiums within the Property on the dates and at the times established by the City in its sole discretion.
2. Cost of Access. The City shall have access as set forth herein to the Property at no cost to the City.
3. Collection. The City in its sole discretion shall determine the mode and method of providing all Services, which may be automated. The City collection vehicles shall use the private road within the Property and follow the route as indicated on the map attached as Exhibit "A" and incorporated herein. The entire Property is designated as a one-sided collection area.

4. Applicability of Chapter 10 of the Code of Ordinances. Chapter 10 of the Code of Ordinances of the City of Cedar Falls, as the same may be amended from time to time, shall apply to the Services to be rendered under this Agreement.

5. No Additional Services. By entering into this Agreement the City is not agreeing to undertake any additional City services other than as specifically provided for herein and only to the extent that individual owners and residents who request Services within the Property comply with Chapter 10 of the Code of Ordinances.

6. Hold Harmless and Indemnification. The Association, by and for the condominium owners and other residents, acknowledges that the City is not responsible for damage to or wear and tear of the private road within the Property caused by or contributed to by Services rendered under this Agreement, regardless of fault, and hereby holds the City harmless from same. Further, the Association agrees to hold harmless and INDEMNIFY the City and the City's elected and appointed officials, officers, employees, agents and insurers for all other loss, expense, claims, damages, or causes of action whatsoever arising out of the provision of Services under this Agreement, other than for the negligence or other fault of the City, its employees and agents.

7. Termination. Either party may terminate this Agreement by providing the other party with written notice no less than 30 days prior to the termination date. However, charges for Services incurred prior to the termination date shall be paid by the condominium owner or resident who incurred such charges. Termination of this Agreement for any reason shall operate as an automatic termination of the provision of Services to individual condominium owners and residents within the Property as of the termination date with no additional notice necessary by the City. Termination of this Agreement shall end the right of access to the Property by the City, except for the purpose of retrieving or collecting City property, and except as otherwise agreed by the parties in writing or as allowed by law. Termination of this Agreement does not relieve the Association of the obligation to hold harmless and Indemnify the City under Paragraph 6 above.

8. Assignment. No part of this Agreement may be assigned unless agreed to in writing by the non-assigning party in advance of such assignment.

9. Non-waiver. No failure or delay by either party in exercising a right or remedy available under this Agreement or otherwise shall constitute a waiver of such right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms of this Agreement, unless such waiver is expressed in writing, signed by the party to be bound.

10. Amendment. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement, and there are no promises or understandings between the parties except as set forth herein.

IN WITNESS WHEREOF, The Association and the City have executed this Access Agreement for Solid Waste Collection Services, effective as of the date first stated above.

City of Cedar Falls, Iowa

Hanna Park Condominiums
Owners Association

By: _____

By: _____

By: _____

Its: _____

ATTEST:

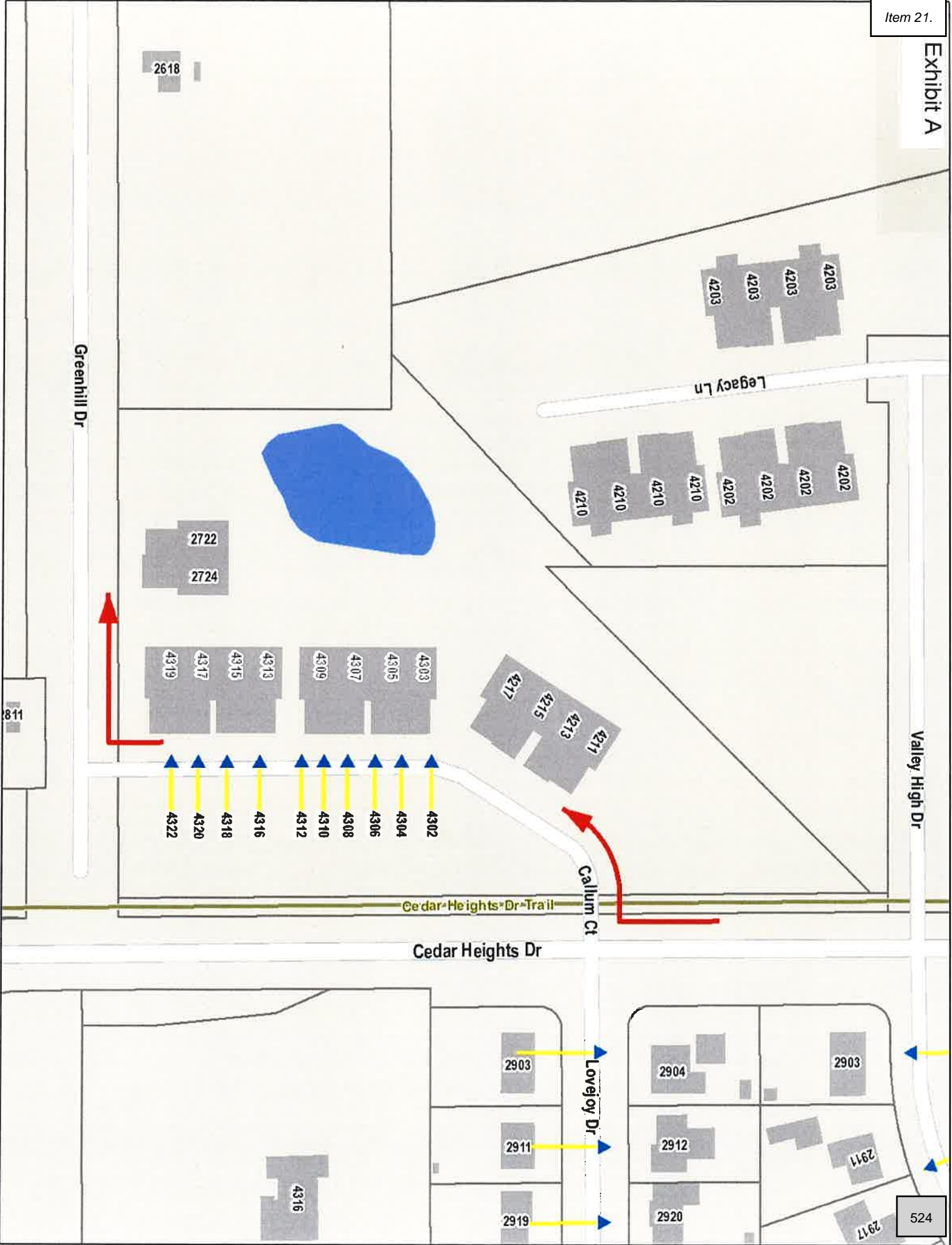
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)

) ss:

COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on this _____ day of _____,
_____, by _____ as _____ of
Hanna Park Condominiums Owners Association.



Greenhill Dr

Valley High Dr

Legacy Ln

Cedar Heights Dr-Trail

Cedar Heights Dr

Callum Ct

Lovejoy Dr

2618

2722

2724

4203

4203

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4203

4210

4210

4210

4210

4210

4202

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**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 29th, 2020

SUBJECT: Hartman Reserve Educational Partnership

The City of Cedar Falls, along with several other communities in the area, partner annually with Hartman Reserve Nature Center to provide public outreach and education programs related to improving water quality and stormwater run-off. These programs help students and visitors to Hartman Reserve understand the importance of improving water quality in urban areas as it helps to protect the environment and preserve our local natural resources for continued public recreational use and enjoyment.

The City of Cedar Falls' annual contribution for 2021-2023 is \$1,626.57, which is paid for out of the Stormwater Fund. This program helps the City meet the Public Education and Outreach requirement of our National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

Attached is the contracted education proposal between Black Hawk County Conservation Board, BHCCB, and the Cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo for the education partnership with the Black Hawk County Conservation's Hartman Reserve Nature Center. The Engineering Division requests your approval of this contract.

If there are any questions or concerns, please feel free to contact me.

xc: Chase Schrage, Director of Public works
David Wicke, PE, City Engineer



Contracted Education Proposal: July 1, 2020-June 30, 2023

This proposal is between Black Hawk County Conservation Board (BHCCB) and the cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo.

Black Hawk County Conservation's Hartman Reserve Nature Center will partner with the cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo to organize and conduct storm water education sessions. This effort will occur under the direction of city staff and BHCCB. Education sessions will occur throughout FY 2021-2023(July 1-June 30) consisting of school groups, field trips, public programs and summer camps.

Overview

- General storm water education fact sheets and or brochures will be made available. These fact sheets shall present information regarding storm water impacts on water quality and measures residents can implement to reduce water quality degradation from storm water.
- Informational articles will be provided for use in city newsletter 2 times per year which presents information regarding the impacts of storm water on water quality and measures residents can implement.
- BHCCB will provide a wide range of hands on water quality and storm water themed programs(both in person and virtual) to classrooms, and visitors of the nature center who attend programming for school trips, summer camps, as well as public and private programs.
- This program will allow the participating municipalities to remain in compliance with their DNR issued NPDES (National Pollutant Discharge Elimination System) general permit #2, which contains a public education and outreach programming requirement.
- The partnership provides a cost effective way for the surrounding communities to meet the federal requirements.
- Programs can include; stream table lessons which demonstrate the watershed concept and provides appropriate lessons on the forces of erosion. Live animal exhibits where children get to meet some of the animals that depend on clean water, while learning how water quality affects them. Fishing/canoeing/kayaking where we teach lifelong appreciation of recreational activities that are directly impacted by water quality. These activities and many more are available to teachers, childcare centers, and the public.
- This initiative will help BHCCB build additional water quality lessons into existing programs and curriculum as well as allow us to provide new and innovative programs.

Project Coordination: BHCCB will provide program planning, set up, equipment, maintenance and storage of equipment along with billing and registration. Reports will be submitted to each individual city at the end of each fiscal year.

Staff: BHCCB has two full time naturalists who plan, organize and implement education programs for children and adults. These staff will lead the watershed education initiative.

Budget: The incorporation of water quality lessons into existing programs, city specific programs, and cost share matching from each of the participating municipalities allows this to be a cost effective education program. BHCCB staff program budget: \$5,504.00

City	Population	Min. Contribution	% of total	Cost Share by Pop.	Cost share including min. Contribution
Waterloo	68,366	\$250.00	57.95%	\$2,320.31	\$2,570.31
Cedar Falls	40,566	\$250.00	34.38%	\$1,376.57	\$1,626.57
Evansdale	4,770	\$250.00	4.04%	\$161.76	\$411.76
Hudson	2,353	\$250.00	1.99%	\$79.68	\$329.68
Raymond	795	\$250.00	0.68%	\$27.24	\$277.24
Elk Run Heights	1,133	\$250.00	0.96%	\$39.44	\$288.44
Total	117,983	\$1,500	100%	\$4,004.00	\$5,504.00

Deliverables: BHCCB will provide programming (both in person and virtual) for field trips, classrooms, and visitors with hands on water quality themed programs that will meet the required education component of the Iowa DNR MS-4 Storm Water Mandate. In FY2019 over 3,000 individuals received this instruction. BHCCB will track the numbers and provide the report at the end of the year or as requested.

Invoice: BHCCB will invoice the cities at the beginning of each fiscal year and it will be payable in 60 days.

Signature Page: Attached please find the signature page.

Signature Page: Contracted Storm Water Education Proposal July 1, 2020- June 30, 2023

Amy Davison, Nature Center Manager, Black Hawk County Conservation

Rob Green, Mayor, City of Cedar Falls

Kristi Lundy, Mayor, City of Elk Run Heights

Troy Beatty, Mayor, City of Evansdale

George Wessel, Mayor, City of Hudson

Gary Vick, Mayor, City of Evansdale

Quentin Hart, Mayor, City of Waterloo

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 29th, 2020

SUBJECT: Cedar Heights Drive Reconstruction Project
City Project Number: RC-000-3171
City-State Agreement, STBG

Please find attached the Cedar Heights Drive Reconstruction Project Agreement for review and approval. The agreement will provide funding for the reconstruction project. The Cedar Heights Drive Reconstruction project will include reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection.

The Surface Transportation Block Grant (STBG) Programming Agreement administered through the Iowa Department of Transportation will provide up to \$2,900,000.00 in STBG Federal-aid Swap Funds.

The Engineering Division recommends approval of the Cedar Heights Drive Reconstruction Project Agreement with the Iowa Department of Transportation. Please sign and return originals to the Engineering Division for further processing.

If you have any questions or comments, please feel free to contact me.

xc: Chase Schrage, Director of Public Works
David Wicke, PE, City Engineer

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Cedar Falls

Project No.: STBG-SWAP-1185(652)--SG-07

Iowa DOT Agreement No.: 2-19-STBG-SWAP-042

This is an agreement between the City of Cedar Falls, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STBG project:

In the City of Cedar Falls on Cedar Heights Drive from Greenhill Road to Viking Road - PCC Pavement Widening/PCC Resurfacing.
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STBG Federal-aid Swap funds. The portion of the project costs reimbursed by STBG Federal-aid Swap funds shall be up to \$2,900,000 for the following phases of work as stipulated by the Iowa Northland Regional Council of Governments :

 - Preliminary Engineering
 - Construction Engineering
 - Right-of-Way
 - X Construction
 - Other (please specify) _____.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the Iowa Northland Regional Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third party beneficiaries be created by this agreement.

11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20_____

Title of city official

I, _____, certify that I am the City Clerk of Cedar Falls, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____
day of _____, 20_____.

Signed _____ Date _____, 20_____
City Clerk of Cedar Falls, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____
Kent L. Ellis, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1**General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 30th, 2020

SUBJECT: Cedar Heights Drive Reconstruction Project
 City Project Number: RC-000-3171
 City-State Agreement, TSIP

Please find attached the Cedar Heights Drive Reconstruction Project Agreement for review and approval. The agreement will provide funding for the reconstruction project. The Cedar Heights Drive Reconstruction project will include reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection.

The Traffic Safety Improvement Program (TSIP) and the agreement for Traffic Safety Improvement Program Funding administered through the Iowa Department of Transportation will provide \$500,000 in approved funding awarded by the Iowa Transportation Commission Order No. H-2020-31 on December 10, 2019.

The Engineering Division recommends approval of the Cedar Heights Drive Reconstruction Project Agreement with the Iowa Department of Transportation. Please sign and return originals to the Engineering Division for further processing.

If you have any questions or comments, please feel free to contact me.

xc: Chase Schrage, Director of Public Works
 David Wicke, PE, City Engineer

January 2021

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
 (Site-Specific Improvement)

County	<u>Black Hawk</u>
Recipient	<u>Cedar Falls</u>
Project No.	<u>CS-TSF-1185(653)--85-07</u>
Iowa DOT	
Agreement No.	<u>2021-TS-003</u>

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Cedar Falls, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. H-2020-32 on December 10, 2019.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Eastern Region Local Systems Field Engineer. The Recipient's contact person shall be Chase Schrage, Director of Public Works.
- c. The Recipient shall be responsible for the development and completion of the following described project located in the city of Cedar Falls:

A roundabout on Greenhill Road at Cedar Heights Drive. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: \$ 500,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.

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- c. If a letting is required, the project shall be let to contract before July 1, 2022. If a letting is not required, project activities shall be initiated prior to July 1, 2022. If neither condition is met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as colored/stamped concrete, brick pavers, or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using good engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

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5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
 - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.
- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.

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- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of ten (10) years following completion of project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter 164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)). Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement.
- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten

January 2021

(10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.

- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
- b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- f. This agreement is not assignable without the prior written consent of the DOT.
- g. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- h. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- i. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

January 2021

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-TS-003 as of the date shown opposite its signature below.

City of Cedar Falls, Iowa:

By: _____ Date _____, 20____.

Title: _____

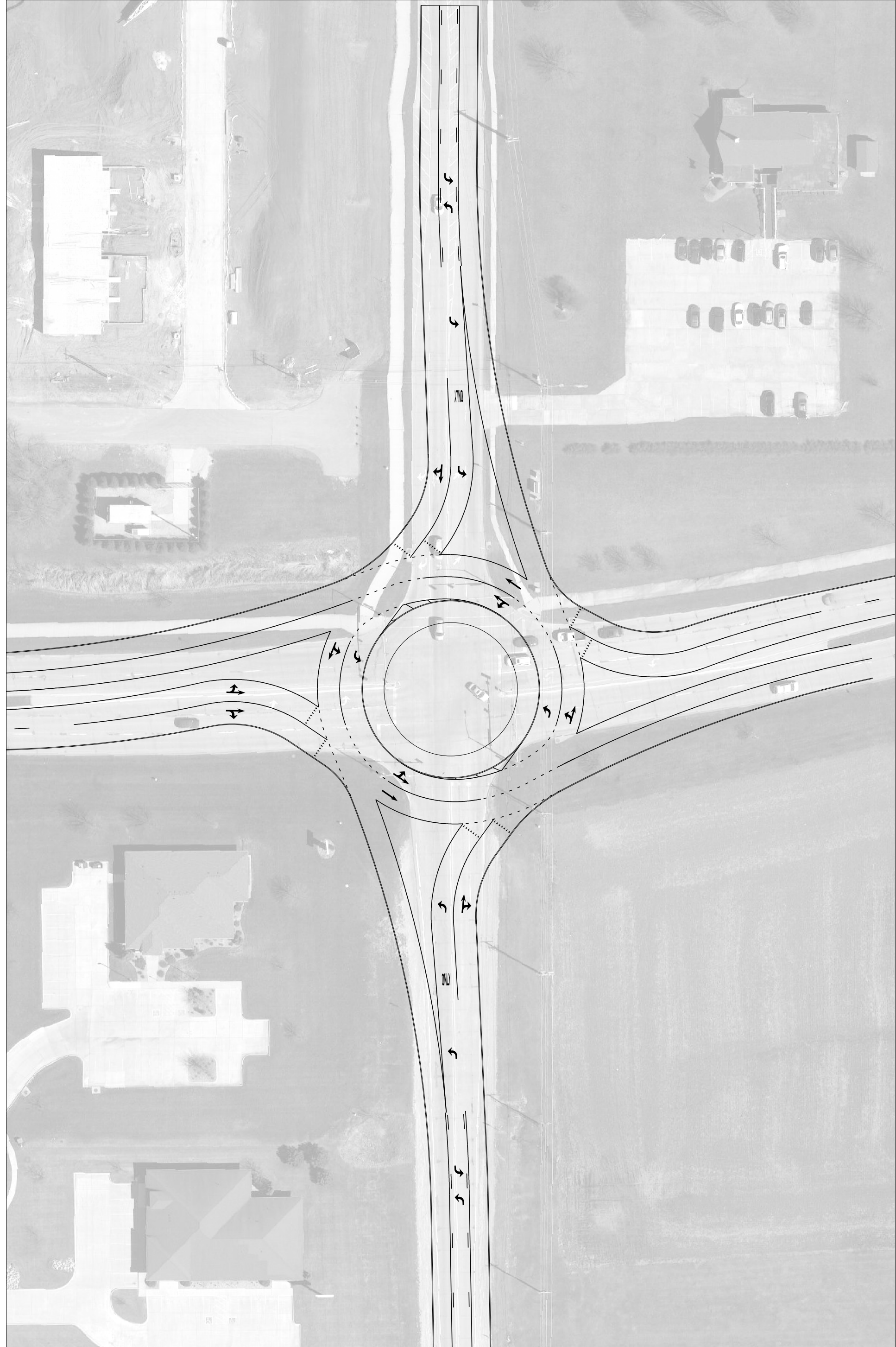
I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on the _____ day of _____, 20____.

Signed _____ Date _____, 20____.
City Clerk of Cedar Falls, Iowa

Iowa Department of Transportation:

By: _____ Date _____, 20____.

Steve J. Gent
Director,
Traffic and Safety Bureau



ORDER OF MAGNITUDE COST OPINION



Intersection Cedar Heights Dr and Greenhill Rd
Roundabout
 CEDAR FALLS, IOWA
 PROJECT NO. 119.0263.08

Notes - Cedar Heights Dr and Greenhill Rd Roundabout

- (1) Assumes 1' of subgrade preparation extended 2' beyond the back of curb.
- (2) Assumes a minimum of 6" of modified subbase extended 2' beyond the back of curb.
- (3) Assumes 8" of topsoil strip and placement within the construction limits.
- (4) Remove and replace intakes to new back of curb. Addition of 4 street intakes to the south along Cedar Heights Dr. in new curbed section of street.
- (5) Assumes an 8" pavement thickness.
- (6) Replacement of approx. 1280' of 10' shared use path within the project limits.
- (7) Construction of ADA ramps at roundabout.
- (8) Assumes the addition of 8 standard light poles for intersection lighting.
- (9) Assumes a total ROW acquisition of approx. 1,800 sf in the SW and SE corners of the roundabout.
- (10) Possible significant impacts to utilities within the right-of-way. Costs per CFU utilities review for Jon R. 9/20-21/18
- (11) Gas - \$18,500 / Water - \$84,000 / Elec - \$65,000 / Comm - \$25,000

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 10	5500	CY	\$ 7.00	\$ 38,500.00
2	Subgrade Preparation	(1) 13400	SY	\$ 3.00	\$ 40,200.00
3	Modified Subbase	(2) 13400	SY	\$ 12.00	\$ 160,800.00
4	Topsoil, Strip, Salvage and Respread	(3) 2100	CY	\$ 8.00	\$ 16,800.00
5	Remove Existing Storm Intake	(4) 10	EA	\$ 800.00	\$ 8,000.00
6	Remove Existing Storm Sewer, RCP <24"	1200	LF	\$ 25.00	\$ 30,000.00
7	Storm Sewer, RCP, <24"	1600	LF	\$ 100.00	\$ 160,000.00
8	Storm Sewer Intake, Street	(4) 12	EA	\$ 5,000.00	\$ 60,000.00
9	Storm Sewer Manhole	3	EA	\$ 5,000.00	\$ 15,000.00
10	Removal of Pavement	10800	SY	\$ 5.00	\$ 54,000.00
11	PCC Pavement	(5) 11000	SY	\$ 65.00	\$ 715,000.00
12	Concrete Median	60	SY	\$ 60.00	\$ 3,600.00
13	Concrete Median, Colored Concrete	280	SY	\$ 85.00	\$ 23,800.00
14	Truck Apron, Colored	480	SY	\$ 90.00	\$ 43,200.00
15	Pavement Markings	1	LS	\$ 10,000.00	\$ 10,000.00
16	Removal of Sidewalk	1300	SY	\$ 20.00	\$ 26,000.00
17	Sidewalk, 5"	(6) 1350	SY	\$ 40.00	\$ 54,000.00
18	Sidewalk, 6"	(7) 45	SY	\$ 70.00	\$ 3,150.00
19	Detectable Warnings	(7) 80	SF	\$ 45.00	\$ 3,600.00
20	Intersection Lighting	(8) 1	LS	\$ 60,000.00	\$ 60,000.00
21	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00
22	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
23	Traffic Signal Removal	1	LS	\$ 50,000.00	\$ 50,000.00
24	Construction Survey	1	LS	\$ 15,000.00	\$ 15,000.00
25	Surface Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
26	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00

Subtotal:	\$ 1,695,650.00
Contingency (~20%):	\$ 340,000.00
CONSTRUCTION TOTAL:	\$ 2,035,650.00
<u>Other Project Costs</u>	
Right of Way ¹⁰ :	\$ 10,000.00
Utility Relocations ¹¹ :	\$ 193,000.00
Engineering, Construction, and Administration (~16% of construction):	\$ 315,000.00
 TOTAL PROJECT COST:	 \$ 2,553,650.00

**EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

https://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)**

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? YES NO

If no, explain _____

2. Were qualified TSB firms notified of project? YES NO

If yes, by letter, telephone, personal contact, or other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO

If no, what action was taken by Recipient? _____

Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 30th, 2020

SUBJECT: Cedar Heights Drive Reconstruction Project
 City Project Number: RC-000-3171
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is in the final design phase of the Cedar Heights Drive Reconstruction Project, acquisitions of the necessary right of way needs are underway to meet the Iowa DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The Cedar Heights Drive Reconstruction project will include reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection. The project identifies the need for total acquisitions from six (6) properties and partial acquisitions from 24 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
3	Lin K. Smith	5117 Cedar Heights Drive	Fee Temporary Easement
4	Jennifer Allen Dustin Billings	5111 Cedar Heights Drive	Temporary Easement
5	Merryl Turner	5101 Cedar Heights Drive	Temporary Easement
6	Marian Leighton	5025 Cedar Heights Drive	Temporary Easement
7	Owl Investments, LLC	5019 Cedar Heights Drive	Temporary Easement Tenant Agreement
8	Kenneth R. White	5011 Cedar Heights Drive	Temporary Easement Tenant Agreement

11	Wayne & Janet O'Neil	4803 Cedar Heights Drive	Temporary Easement
12	Cedar Hill Condominium II	4701-4705 Chadwick Road	Temporary Easement
13	CABRO LLC	4615, 4619 Chadwick Road	Temporary Easement
14	Karma Investments. LLC	4521 Chadwick Road	Temporary Easement
31	Cedarloo Baptist Church	4316 Cedar Heights Drive	Temporary Easement
33	Ronald J. Abraham	4710 Cedar Heights Drive	Temporary Easement
34	R & N Investments, LC	Huntington & Cedar Heights	Temporary Easement
37	Michael D. Blackwell	5125 Millennium Drive	Temporary Easement

Attached is a map that identifies the location of these properties.

The City will use General Obligation funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Snyder and Associates, of Cedar Rapids, Iowa, on September 5, 2017 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY20, FY21 and FY 22 under item number 123. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

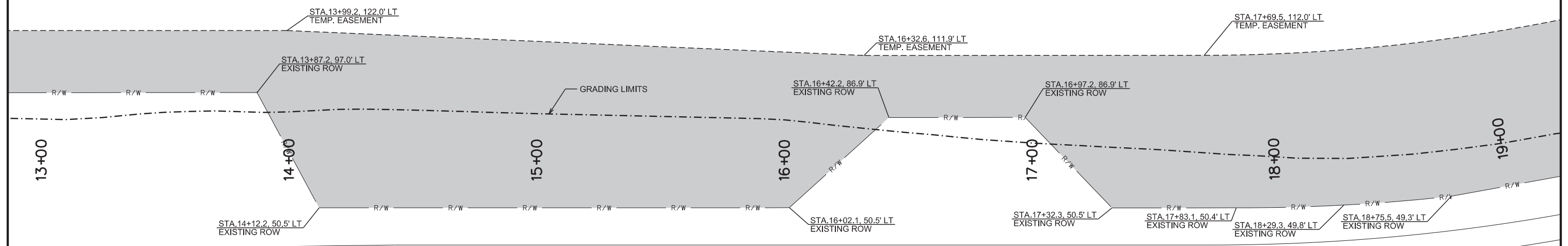
Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Cedar Heights Drive Reconstruction project.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works
David Wicke, PE, City Engineer

1
OSTER FAMILY LIMITED PARTNERSHIP

1
OSTER FAMILY LIMITED PARTNERSHIP



CEDAR HEIGHTS DRIVE

GRADING LIMITS

STA.15+96.7, 104.9' RT EXISTING ROW

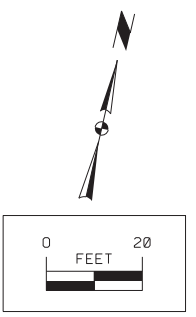
STA.17+20.2, 82.9' RT EXISTING ROW

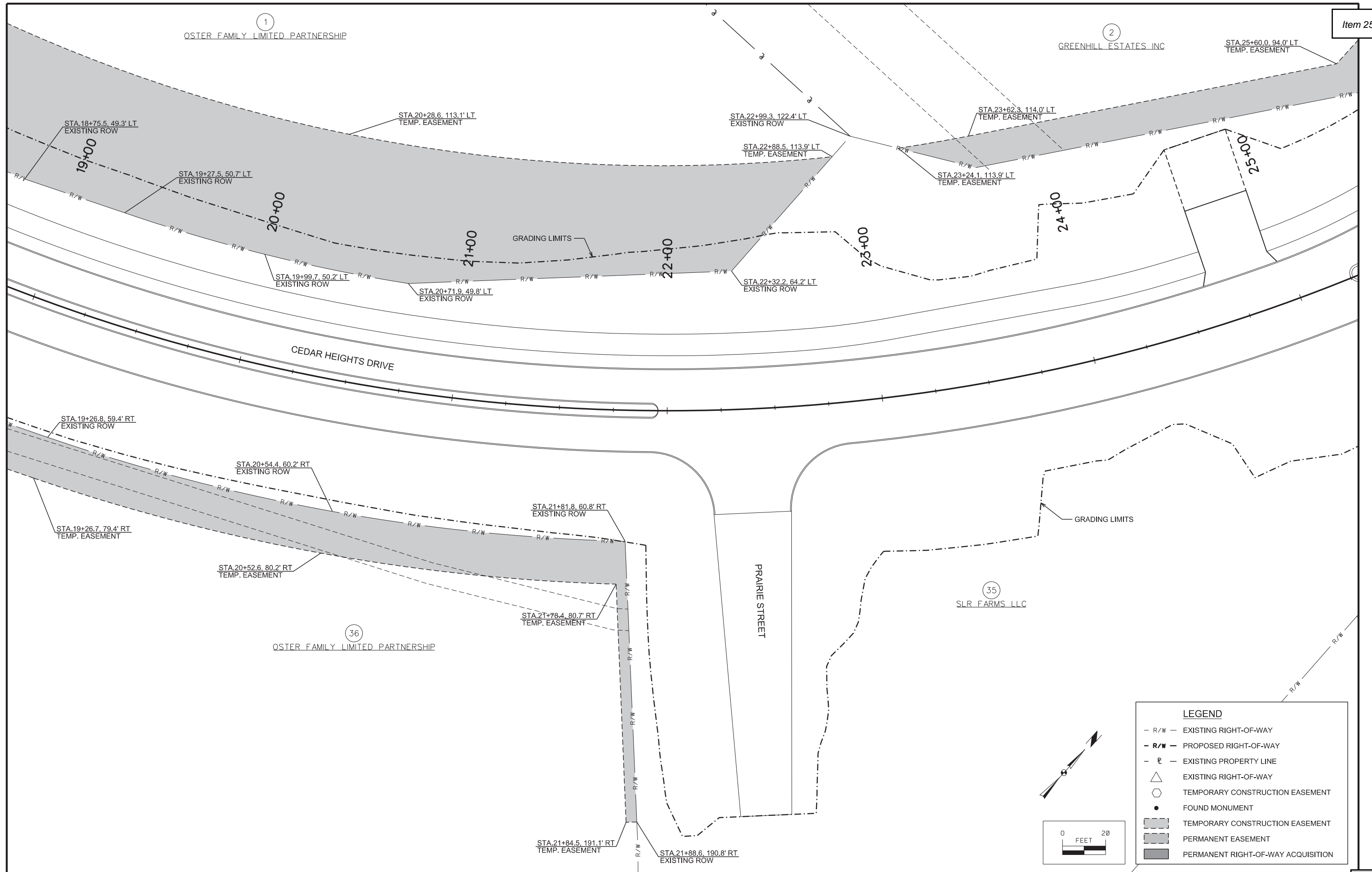
STA.17+23.7, 102.6' RT TEMP. EASEMENT

36
OSTER FAMILY LIMITED PARTNERSHIP

LEGEND

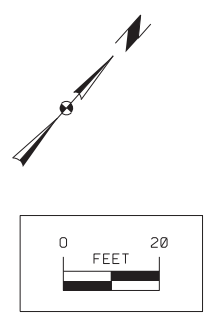
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- **R/W** - PROPOSED RIGHT-OF-WAY
- R - EXISTING PROPERTY LINE
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- \square TEMPORARY CONSTRUCTION EASEMENT
- \bullet FOUND MONUMENT
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- PERMANENT EASEMENT
- PERMANENT RIGHT-OF-WAY ACQUISITION

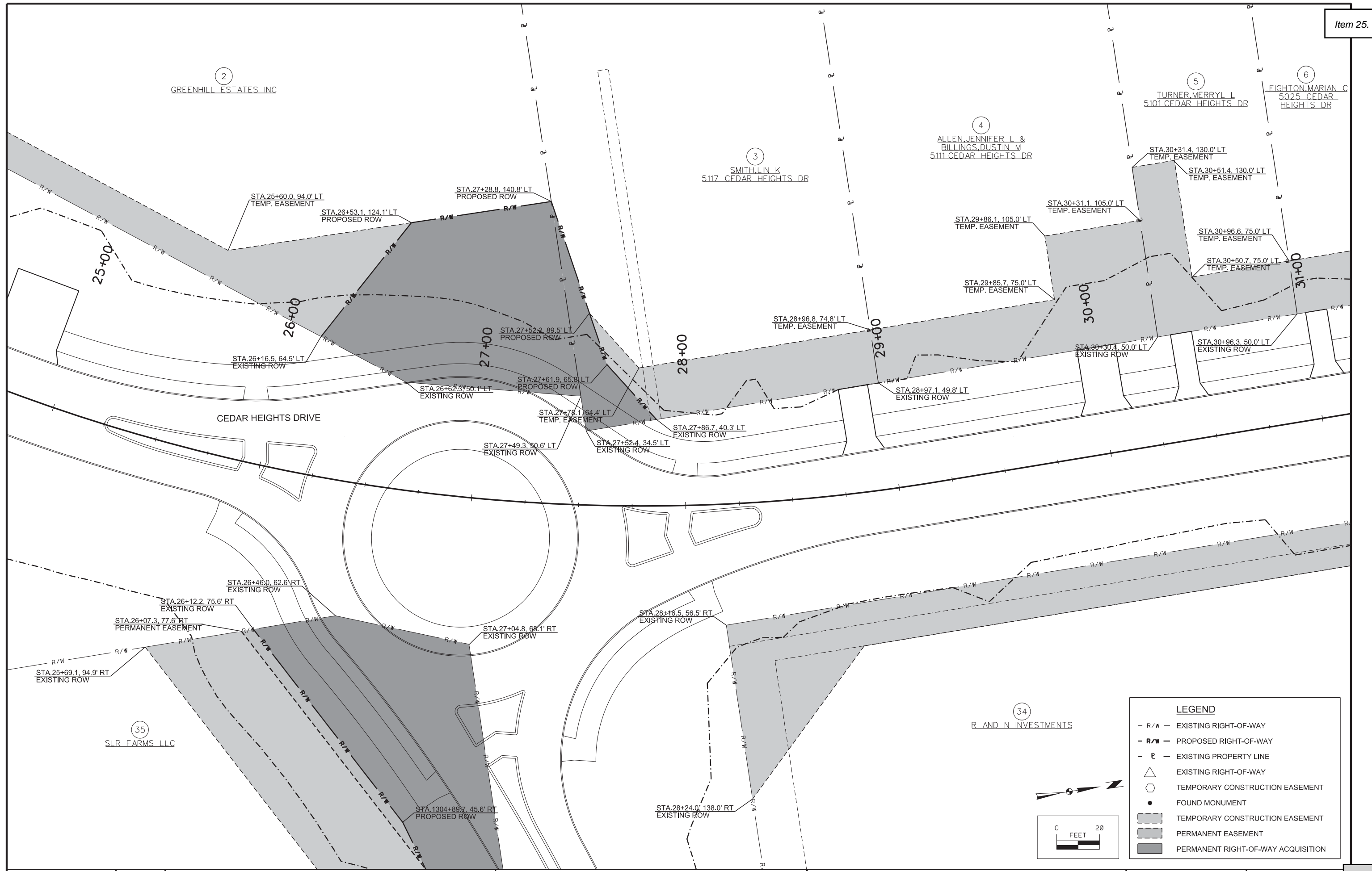




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- PERMANENT EASEMENT
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2 GREENHILL ESTATES INC

3 SMITH, LIN K
5117 CEDAR HEIGHTS DR

4 ALLEN, JENNIFER L &
BILLINGS, DUSTIN M
5111 CEDAR HEIGHTS DR

5 TURNER, MERRYL L
5101 CEDAR HEIGHTS DR

6 LEIGHTON, MARIAN C
5025 CEDAR HEIGHTS DR

25+00

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27+00

28+00

29+00

30+00

31+00

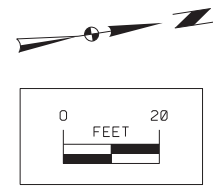
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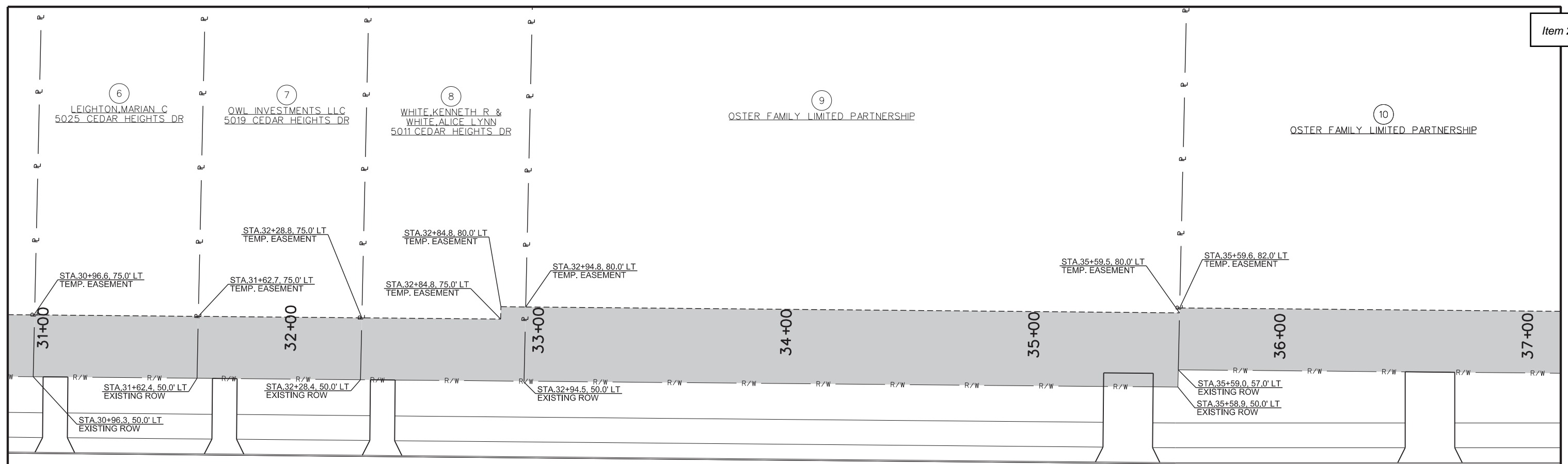
35 SLR FARMS LLC

34 R AND N INVESTMENTS

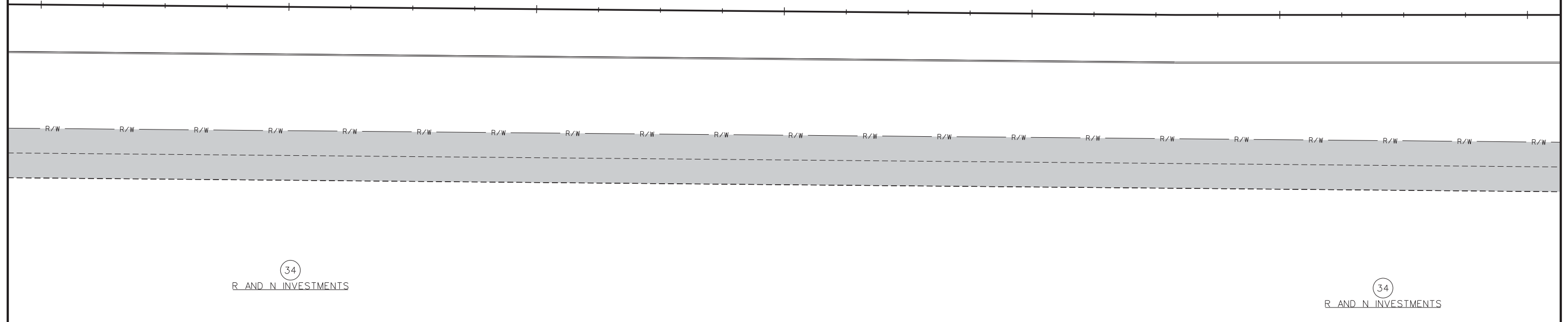
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CEDAR HEIGHTS DRIVE

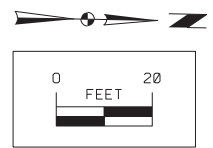


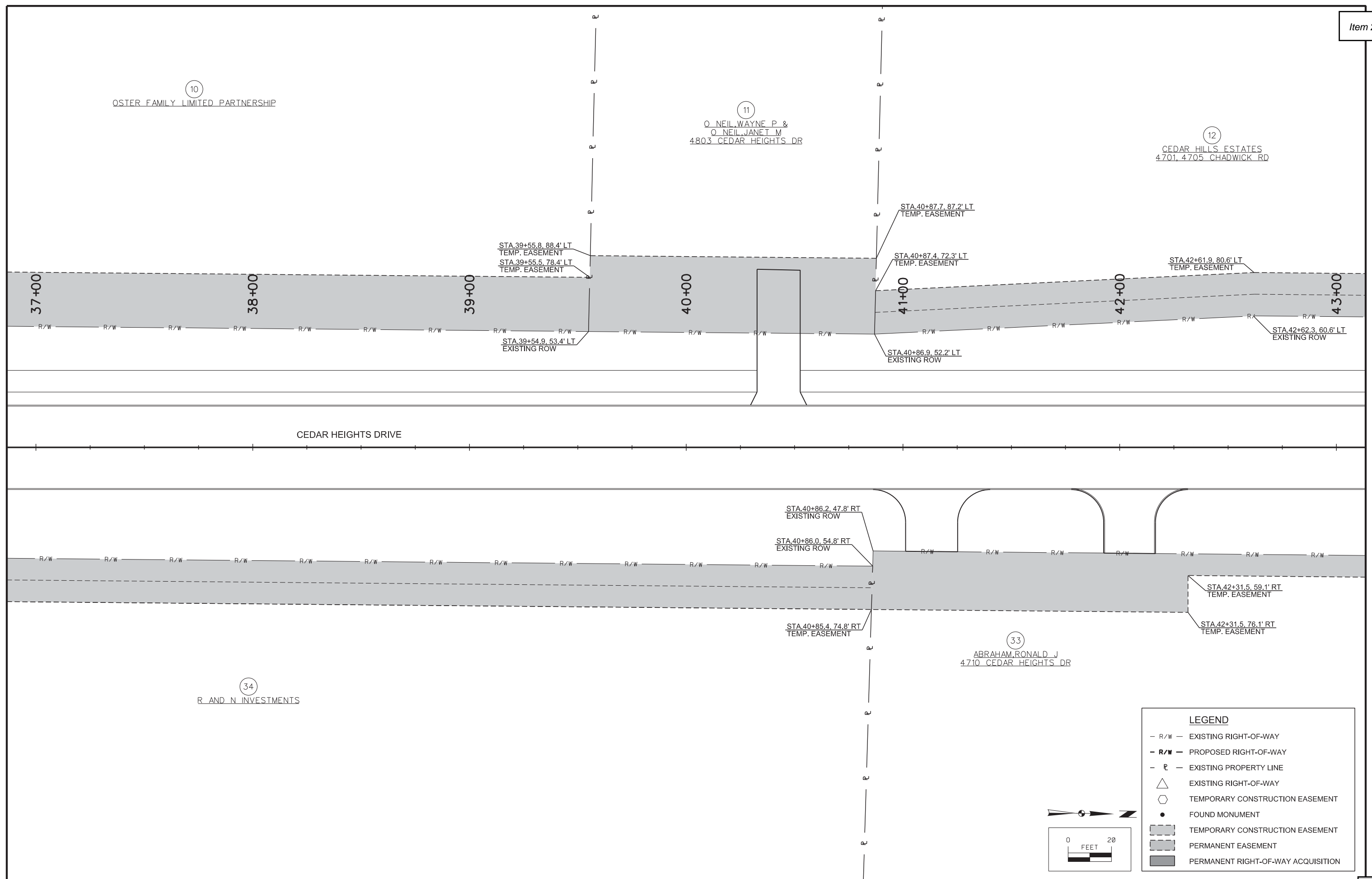
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R AND N INVESTMENTS

34
R AND N INVESTMENTS

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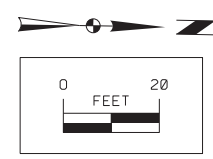
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- - PERMANENT RIGHT-OF-WAY ACQUISITION

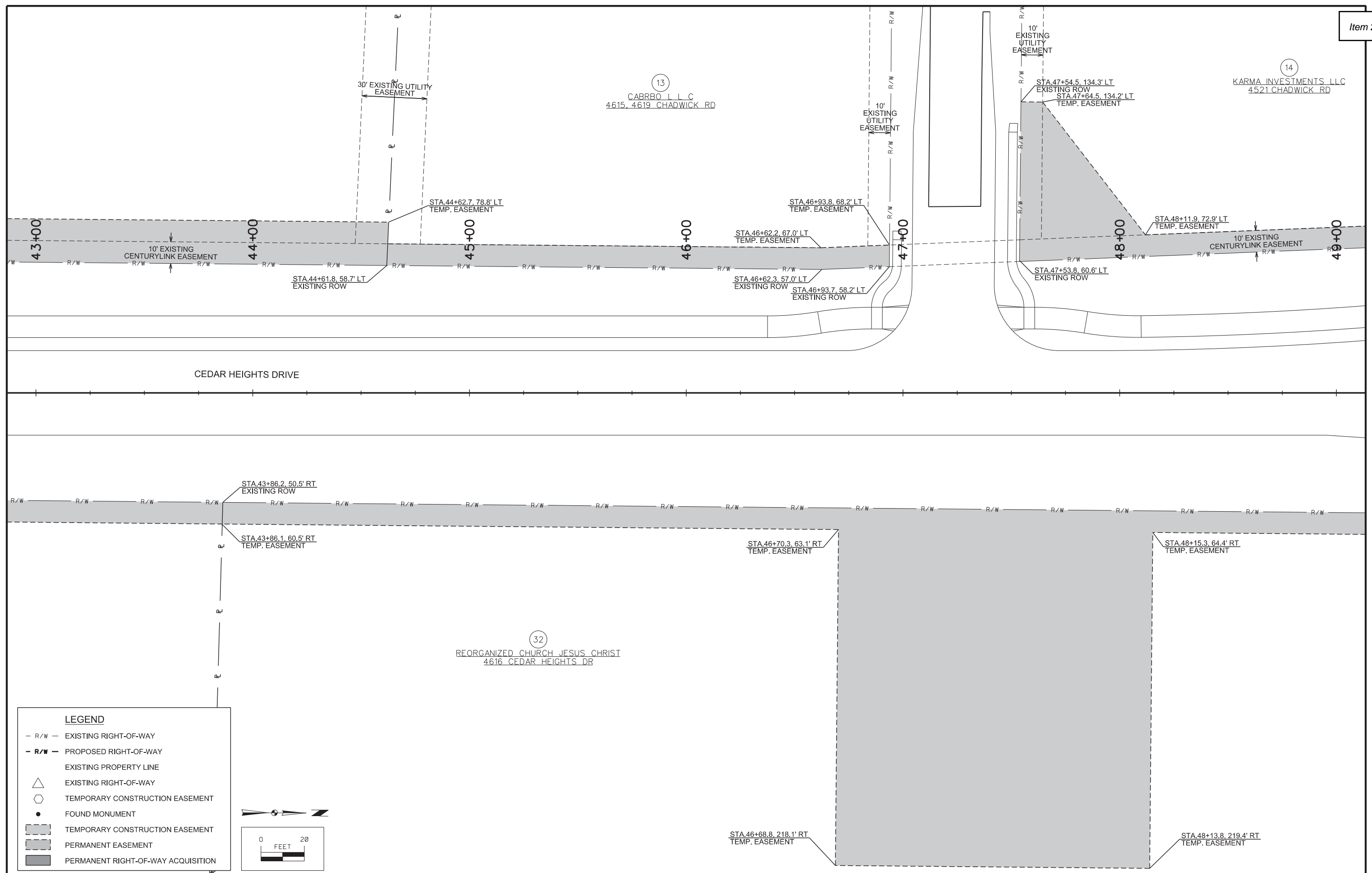




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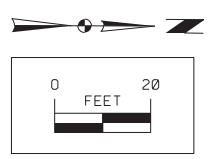
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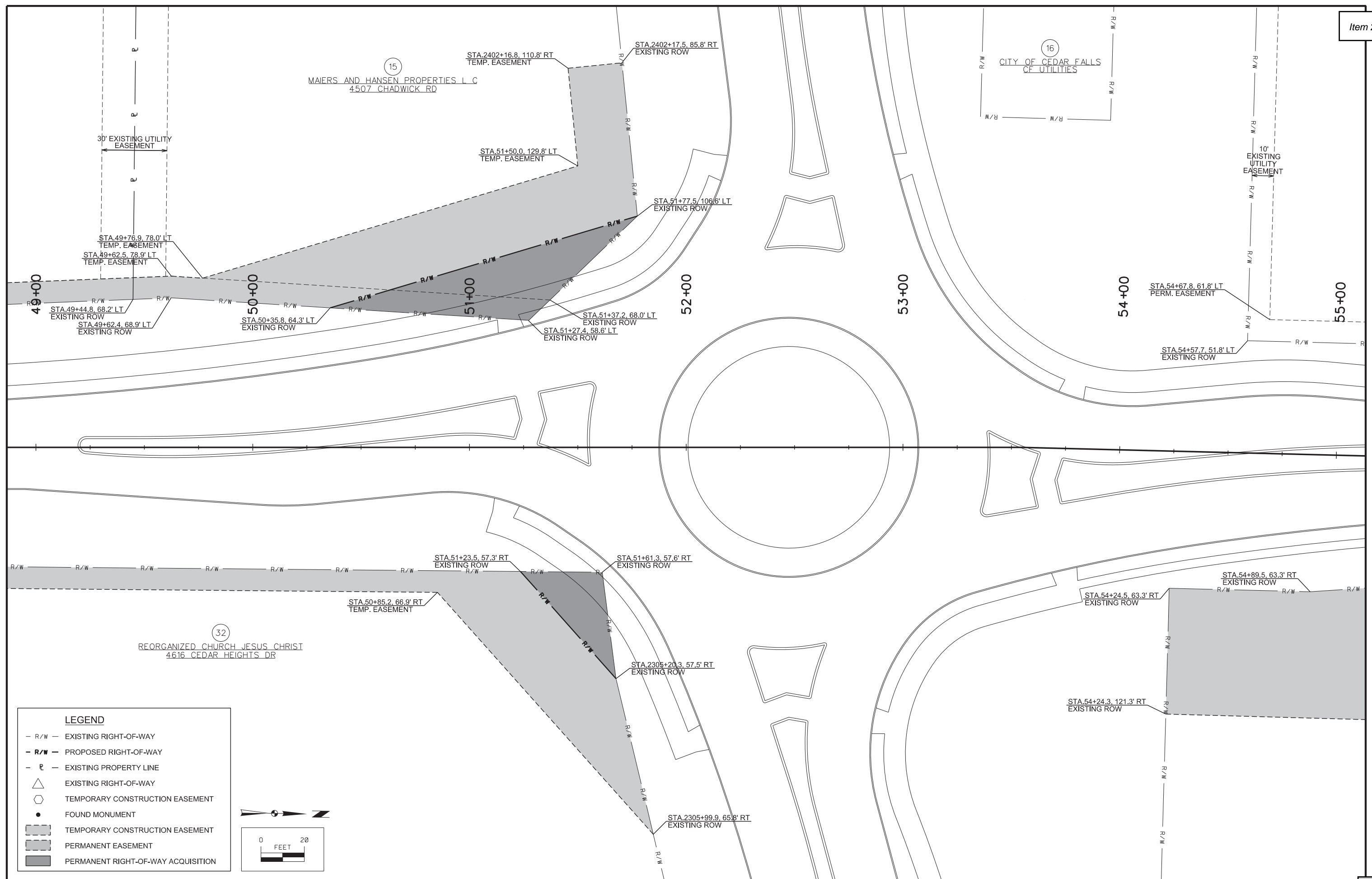




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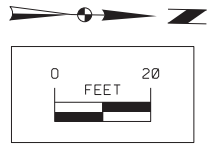
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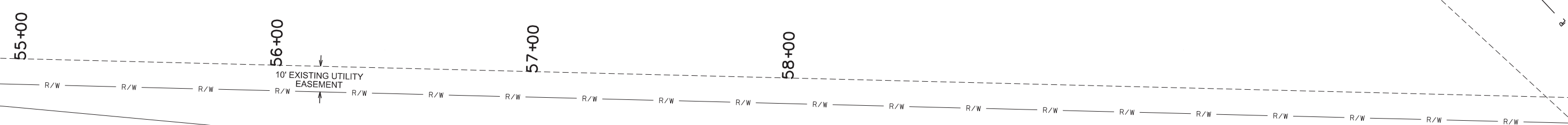


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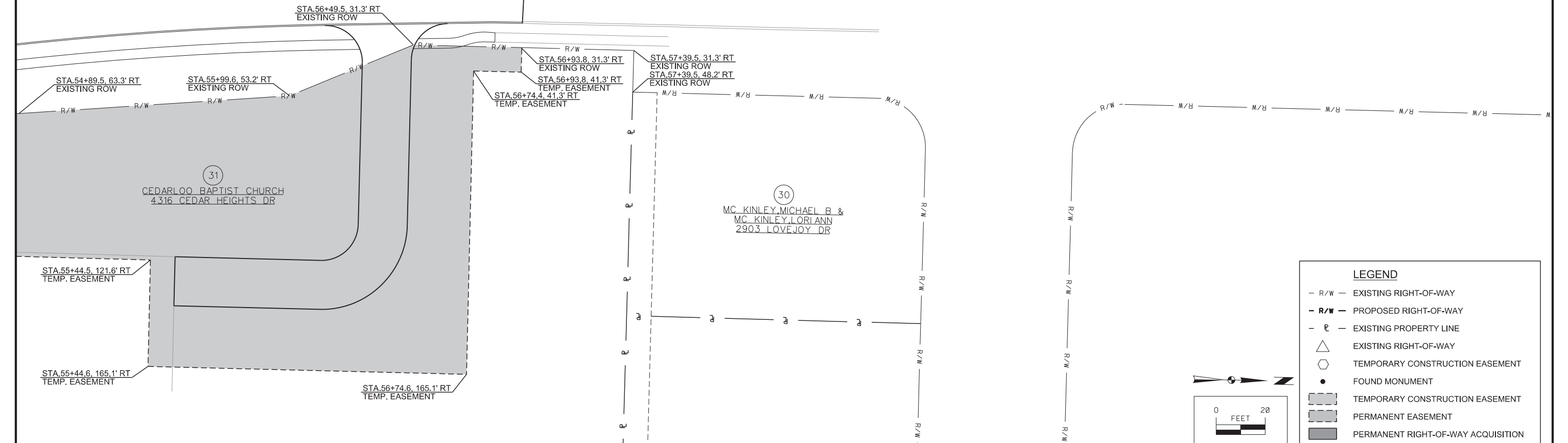
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17
Creekside Condos



CEDAR HEIGHTS DRIVE

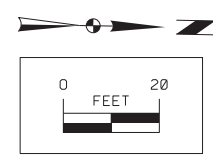


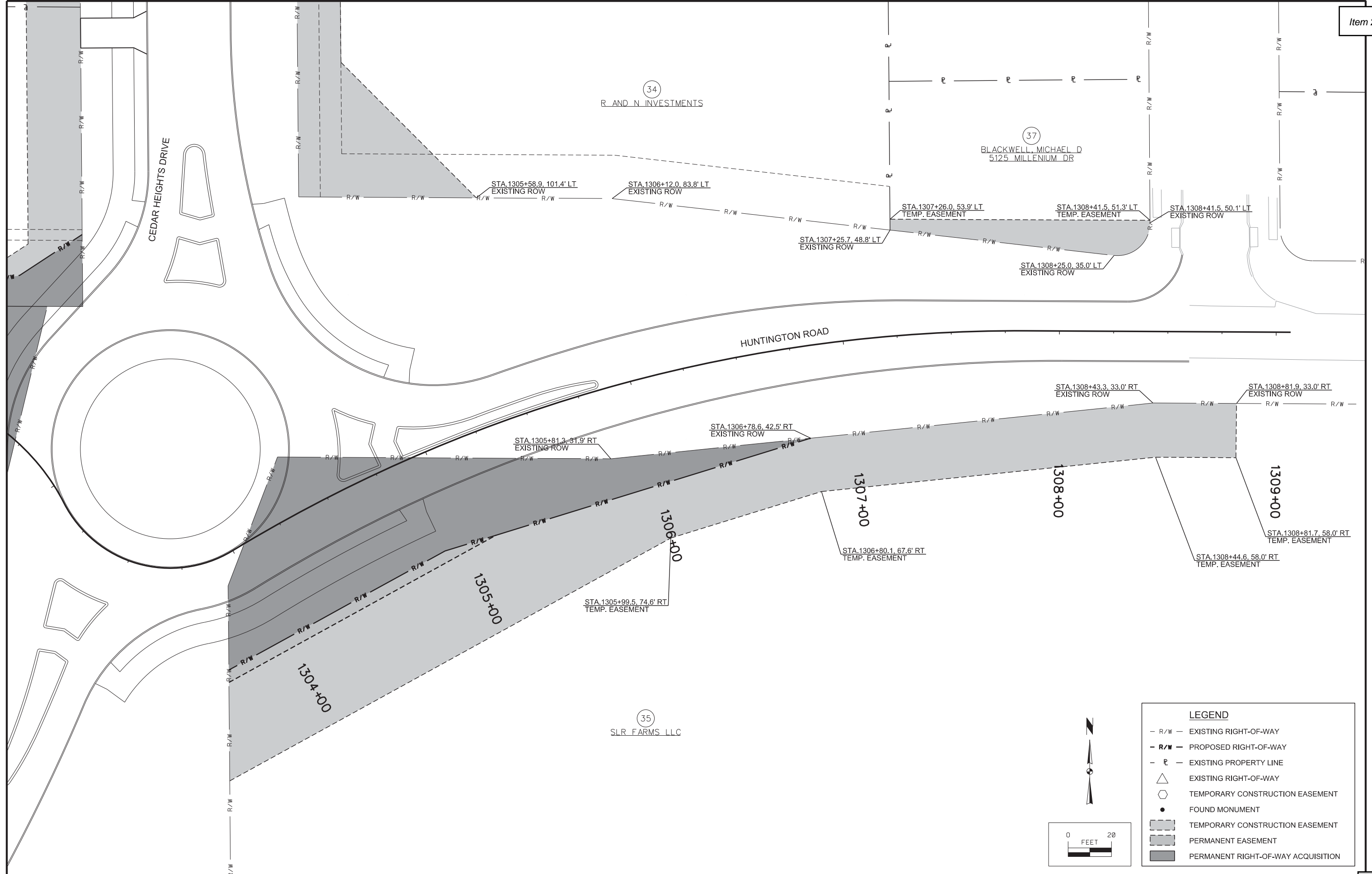
31
CEDARLOQ BAPTIST CHURCH
4316 CEDAR HEIGHTS DR

30
MC KINLEY MICHAEL B &
MC KINLEY LORANN
2903 LOVEJOY DR

LEGEND

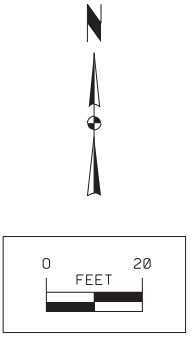
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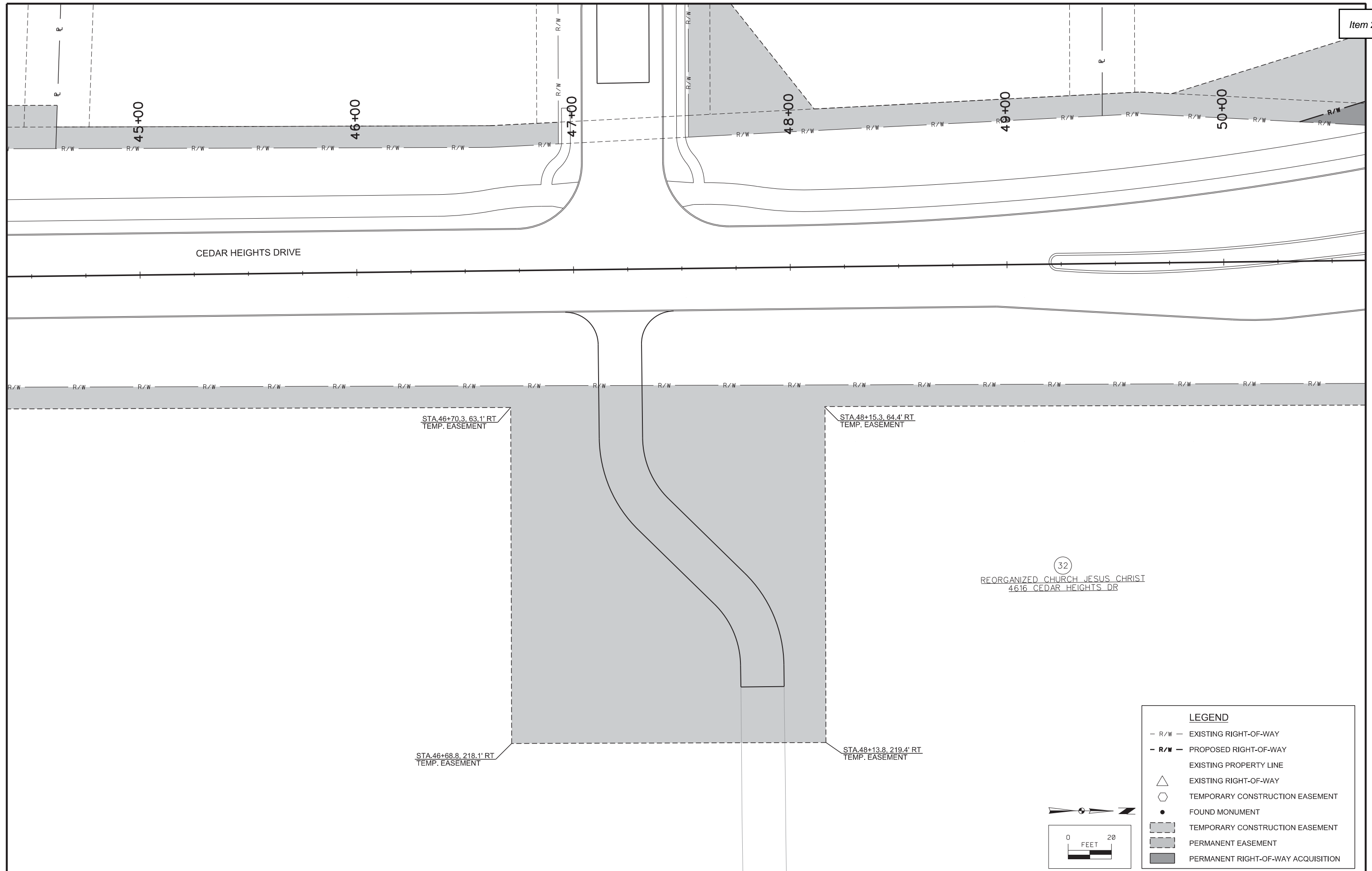




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- PERMANENT RIGHT-OF-WAY ACQUISITION





CEDAR HEIGHTS DRIVE

STA.46+70.3, 63.1' RT
TEMP. EASEMENT

STA.48+15.3, 64.4' RT
TEMP. EASEMENT

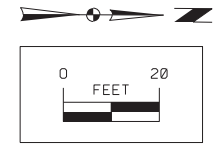
32
REORGANIZED CHURCH JESUS CHRIST
4616 CEDAR HEIGHTS DR

STA.46+68.8, 218.1' RT
TEMP. EASEMENT

STA.48+13.8, 219.4' RT
TEMP. EASEMENT

LEGEND

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CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 5117 Cedar Heights Drive County Tax Parcel No: 8913-29-151-011

Parcel Number: 3 Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185)--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020,
by and between LIN K. SMITH, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat (Exhibit A)
See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>\$6,530.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>\$6,530.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>1,255</u>	sq. ft.	<u>\$5,260.00</u>	
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Temporary Easement	<u>3,023</u>	sq. ft.	<u>\$ 1,270.00</u>	
Permanent Easement	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Buildings			<u>\$ 0.00</u>	
Severance Damages			<u>\$ 0.00</u>	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement

Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: **LIN K. SMITH**

 5-20-2020
 Lin K. Smith Date

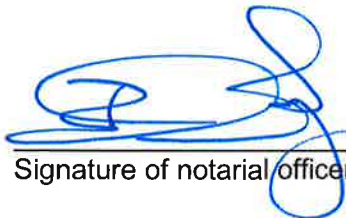
For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 5-20-20

_____ (Date) by LIN K. SMITH



 Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

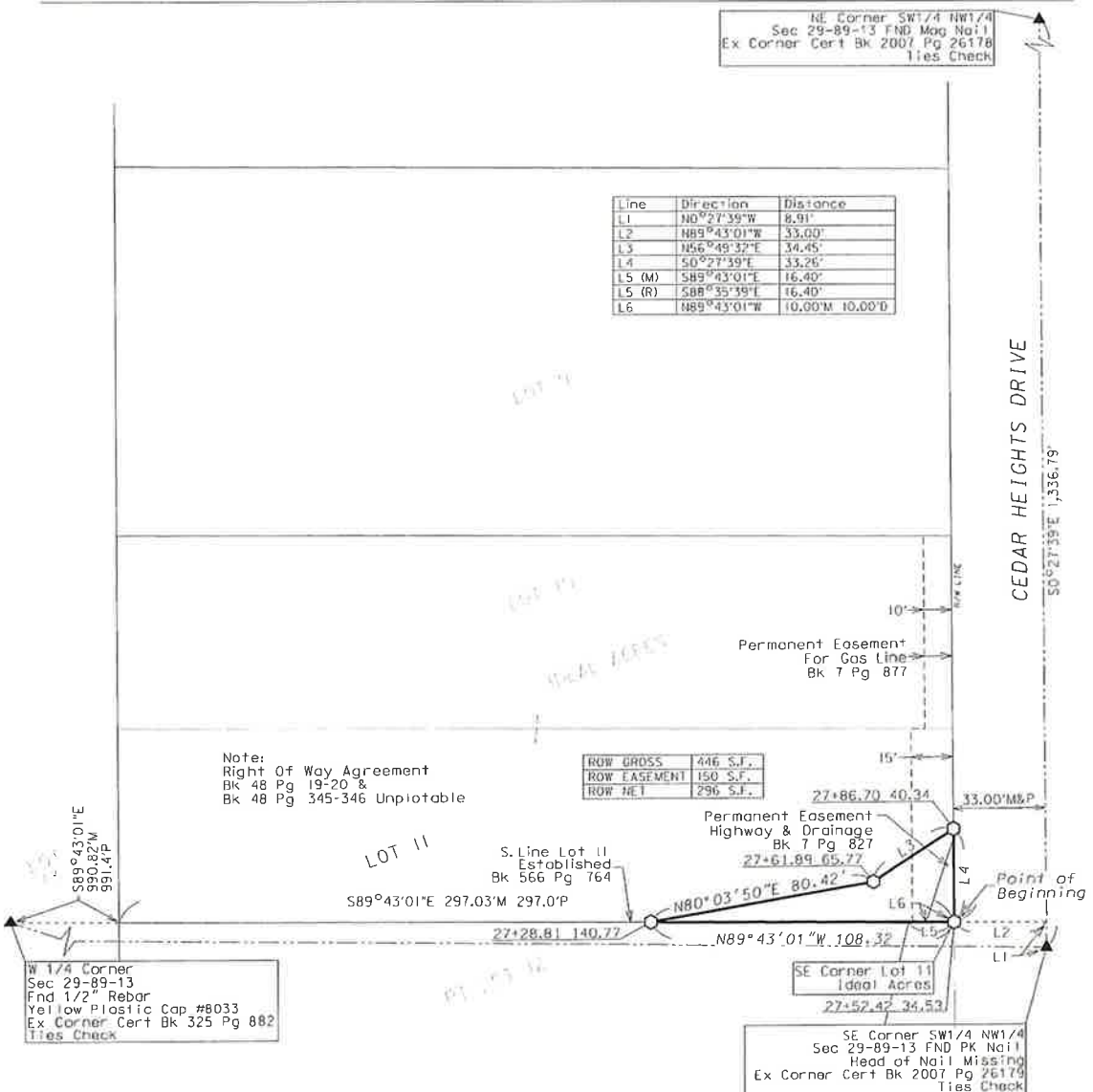
This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

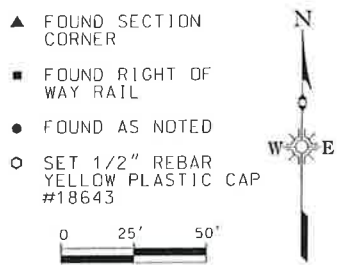
IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STBG-SWAP-11850--SG-07 PARCEL NO. 3
SECTION 29 TOWNSHIP 89 RANGE 13
ROW-FEE 0.03 AC 1,255 S.F. EASE _____ S.F. EXCESS-FEE _____ S.F.
ACCESS RIGHTS ACQUIRED STA _____ - STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED STA _____ - STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM LIN K. SMITH



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 3-20-2020
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2021
Pages covered by this seal: _____
EXHIBIT "A" ONLY



DATE REVISED MARCH 17, 2020
DATE DRAWN DECEMBER 11, 2019 SCALE 1" = 50'

FEE GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 11, IDEAL ACRES, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M.; THENCE NORTH 0°27'39" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, A DISTANCE OF 8.91 FEET TO THE SOUTH LINE OF SAID LOT 11 EXTENDED EASTERLY; THENCE NORTH 89°43'01" WEST ALONG SAID SOUTH LINE OF LOT 11 EXTENDED EASTERLY, 33.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°43'01" WEST ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 108.32 FEET; THENCE NORTH 80°03'50" EAST, 80.42 FEET; THENCE NORTH 56°49'32" EAST, 34.45 FEET TO THE EAST LINE OF SAID LOT 11; THENCE SOUTH 0°27'39" EAST ALONG SAID EAST LINE OF LOT 11, A DISTANCE OF 33.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,255 S.F.) AND SUBJECT TO EXISTING ROADWAY EASEMENT, SAID EASEMENT CONTAINS 150 S.F.

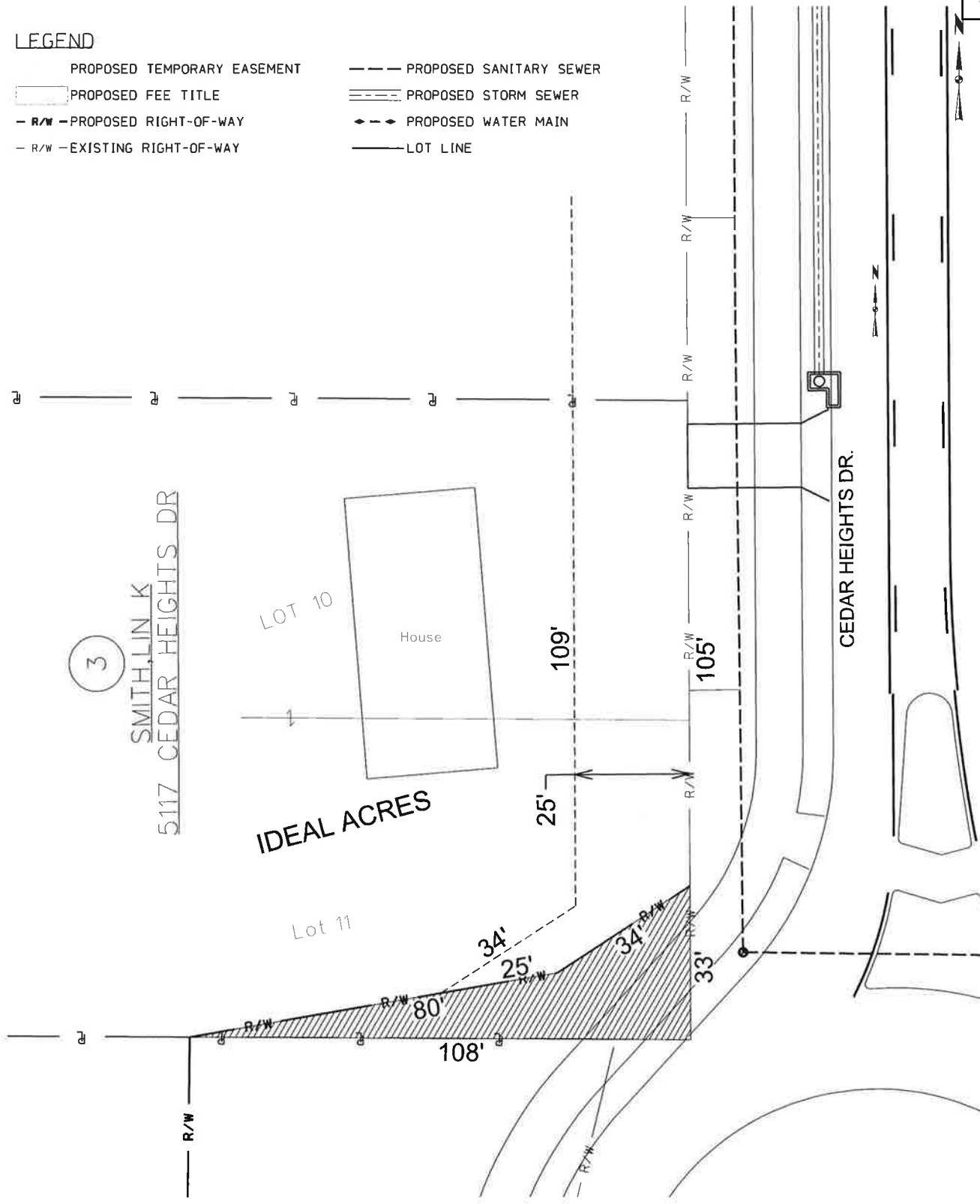
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

V:\Projects\2019\119.0263_08\Design\ROWAcquisition\W3 -Smith\Parcel_03_FEE.docx

BLACK HAWK COUNTY
PROJECT NO. STBG-SWAP-1185()-SG-07
PARCEL 03
REVISED 2020-03-13

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 03 - LIN K SMITH

SCALE:
1" = 30'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by LIN K. SMITH (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Lin K. Smith 5-20-2020
Lin K. Smith Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 5-20-, 2020

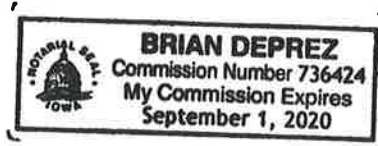
By LIN K. SMITH Name(s) of individual(s)

[Signature]

Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-20-20
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

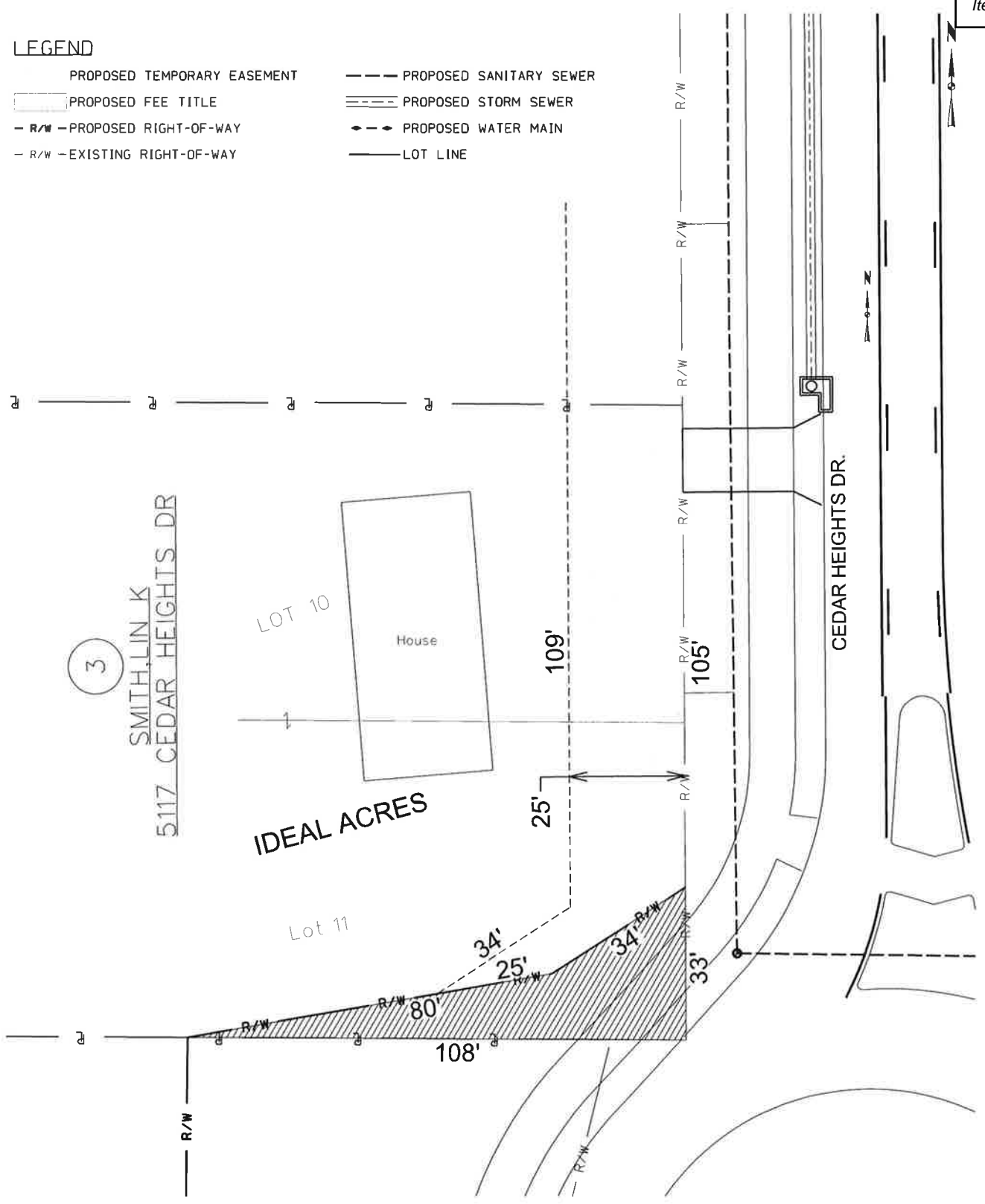
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 03 - LIN K SMITH

SCALE:
1" = 30'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07

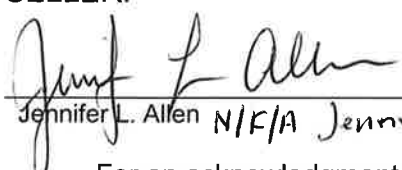



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

 Jennifer L. Allen N/A Jennifer L. Billings; Dustin M. Billings

For an acknowledgment in an individual capacity.

State of Iowa

County of Black Hawk

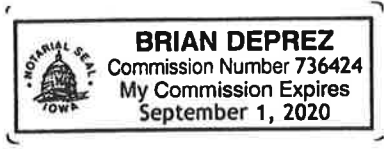
This record was acknowledged before me on 4-15-20

(Date) by JENNIFER L. ALLEN and

DUSTIN M. BILLINGS



 Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED RIGHT-OF-WAY
- PROPOSED WATER MAIN
- EXISTING RIGHT-OF-WAY
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 04 - JENNIFER L ALLEN & DUSTIN M BILLINGS

SCALE:
 1" = 20'

DATE:
 10/01/2019
 REVISED 3/11/2020
 PROJECT #:
 STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by JENNIFER L. ALLEN and DUSTIN M. BILLINGS (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Jennifer L. Allen
JENNIFER L. ALLEN Date
N/A Jennifer L. Billings

Dustin M. Billings
DUSTIN M. BILLINGS Date

Jennifer L. Billings
For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 4-15-20, 2020

By JENNIFER L. ALLEN and DUSTIN M. BILLINGS Name(s) of individual(s)

[Signature]

Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-20
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

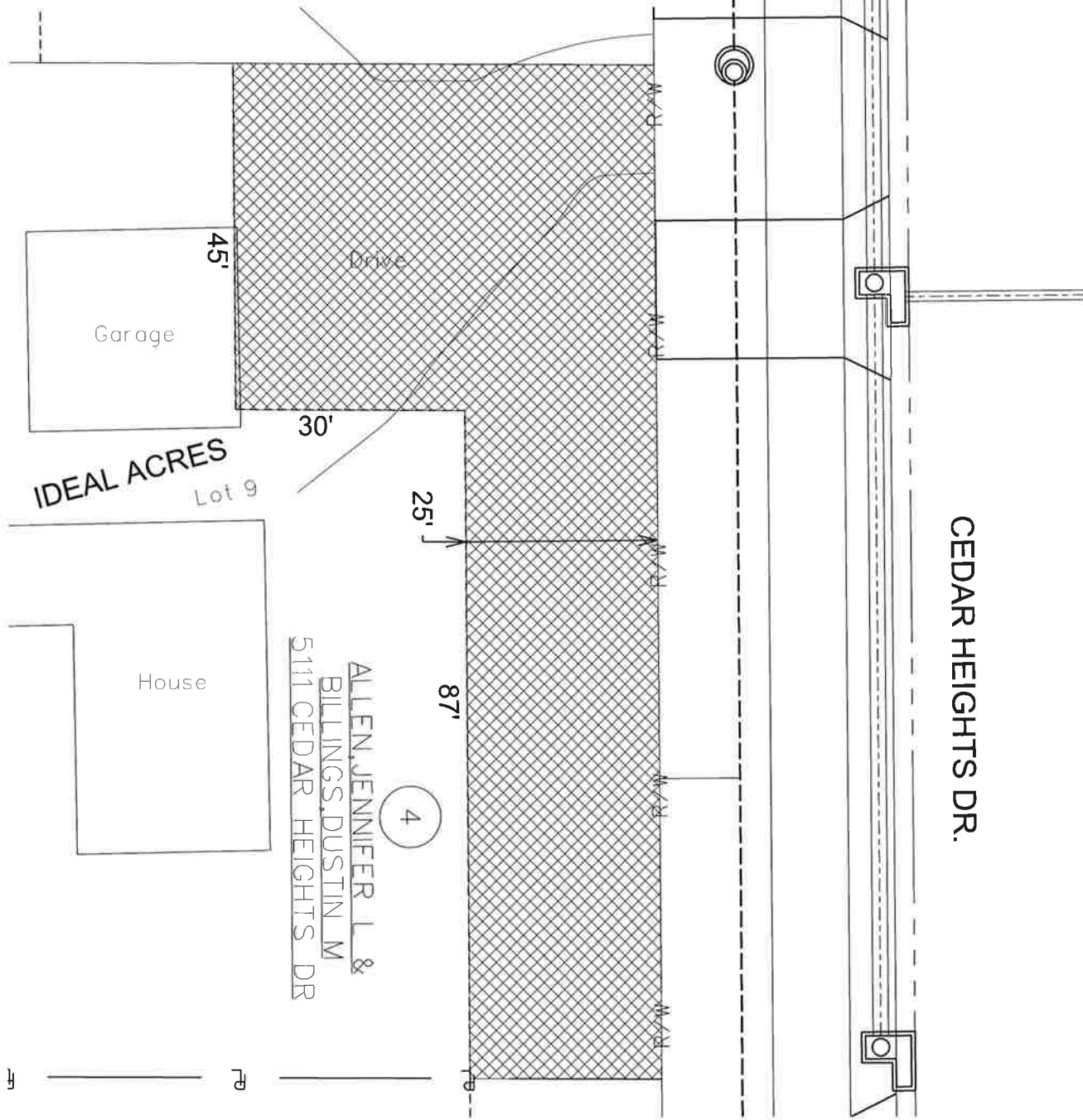
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 04 - JENNIFER L ALLEN & DUSTIN M BILLINGS

SCALE:
1" = 20'



DATE:
10/01/2019
REVISED 3/11/2020
PROJECT #:
STBG-SWAP-1185()-SG-07

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 5101 Cedar Heights Drive

County Tax Parcel No: 8913-29-151-010

Parcel Number: 5

Project Name: CEDAR HEIGHTS DRIVE PCC
PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020,
by and between MERRYL LEE TURNER, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>885.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>885.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>
Temporary Easement	<u>2,479</u>	sq. ft.	<u>\$ 885.00</u>
Permanent Easement	<u>0</u>	sq. ft.	<u>\$ 0.00</u>
Buildings			<u>\$ 0.00</u>
Severance Damages			<u>\$ 0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Merryl L. Turner 6-11-2020
 Merryl Lee Turner Date

For an acknowledgment in an individual capacity:

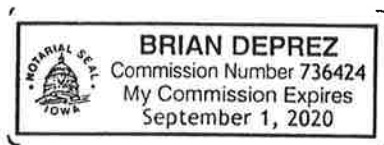
State of Iowa

County of BLACK HAWK

This record was acknowledged before me on JUNE 11,

2020 (Date) by MERRYL LEE TURNER

[Signature]
 Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

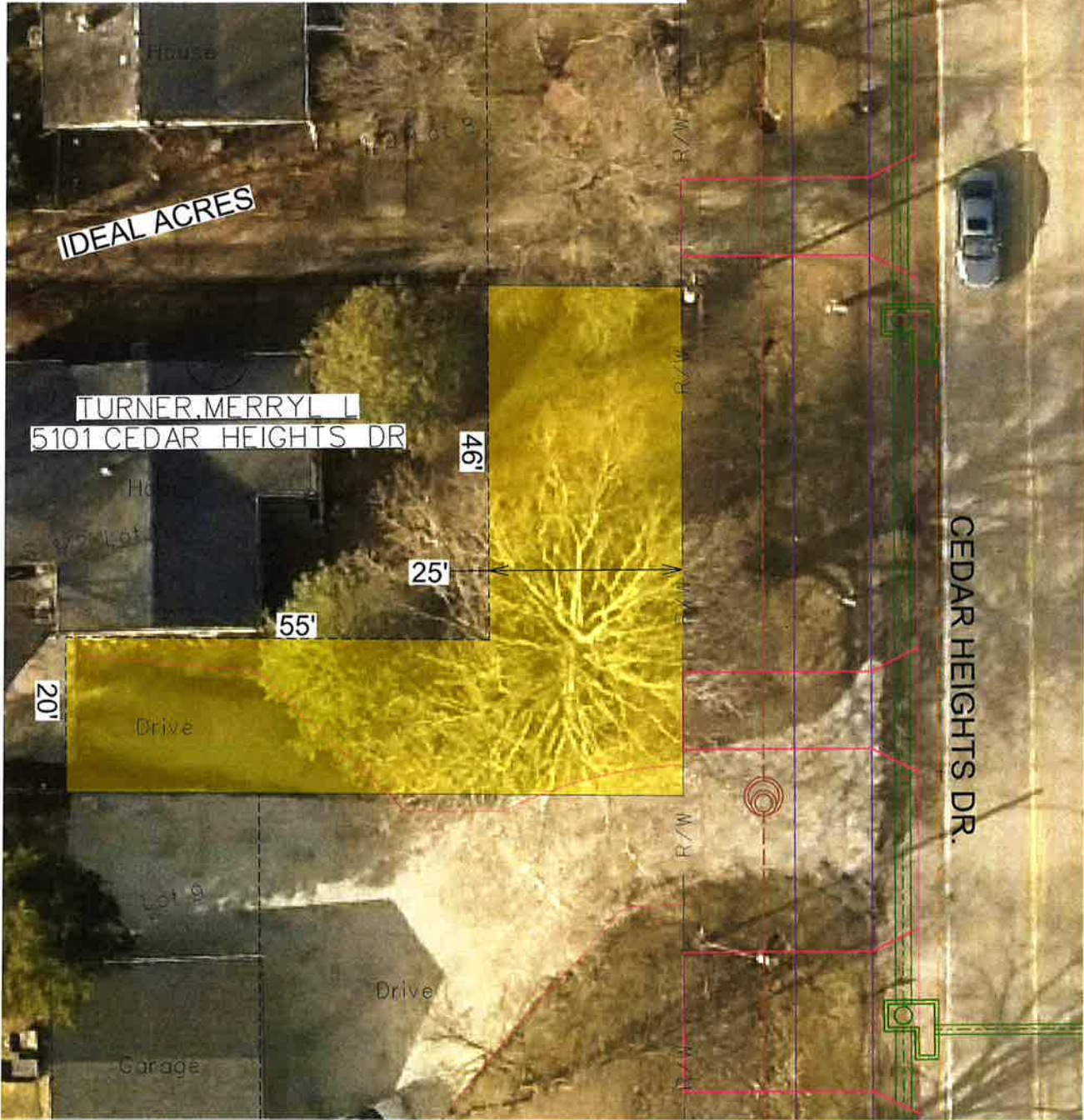
This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 05 - MERRYL L TURNER

SCALE:
1"= 20'

DATE:
10/01/2019
REVISED 3/11/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by MERRYL LEE TURNER (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Merryl L. Turner 6/11/2020
MERRYL LEE TURNER Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 11, 2020

By MERRYL LEE TURNER Name(s) of individual(s)

[Signature]

Signature of notarial officer

Brian DePrez
Printed name of notarial officer

9-1-20
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

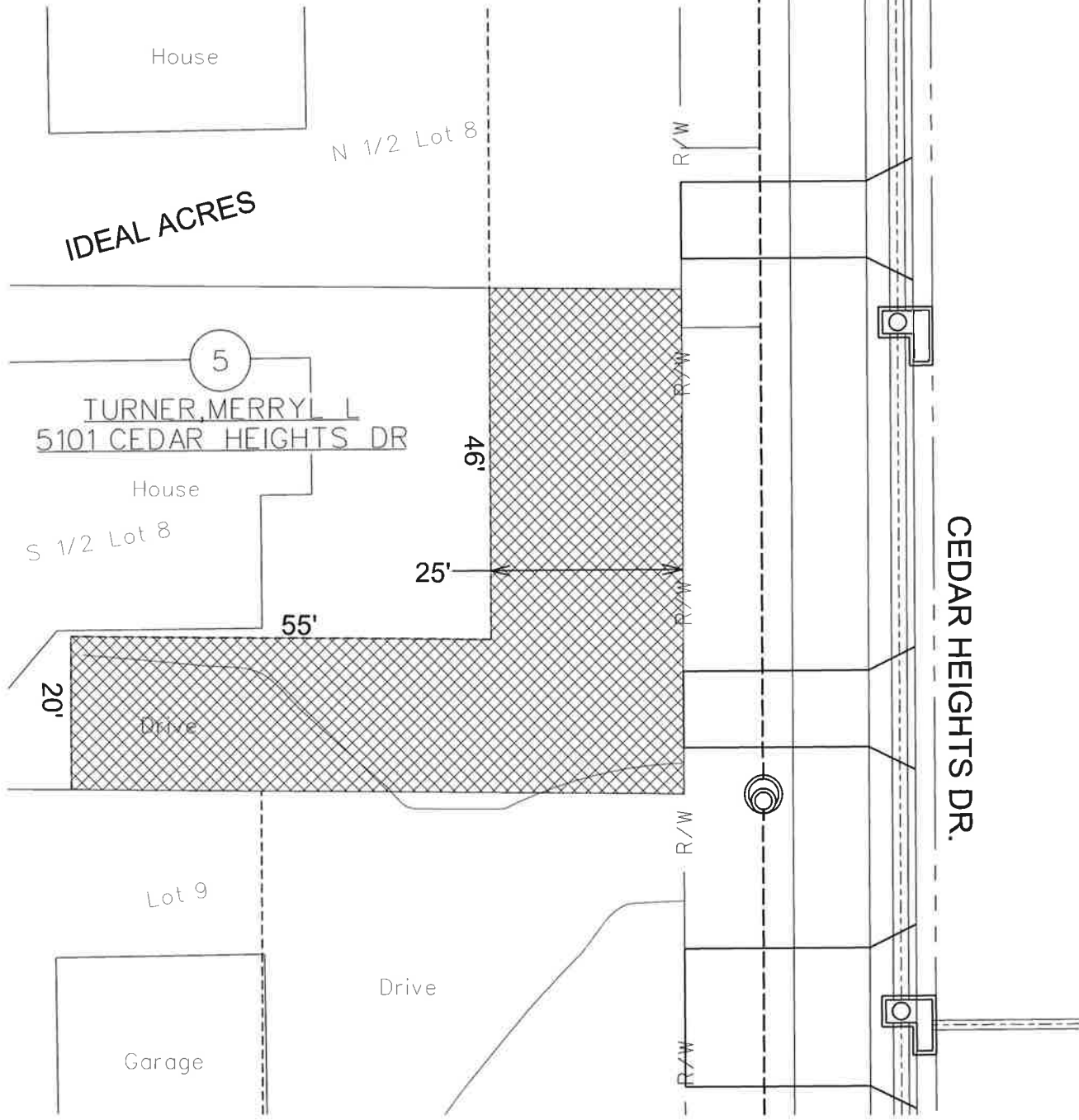
This instrument was acknowledged before me on _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 05 - MERRYL L TURNER

SCALE:
1" = 20'

DATE:
10/01/2019
REVISED 3/11/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Marian C. Leighton 5-20-20
 Marian C. Leighton Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 5-20-20

[Signature] (Date) by MARIAN C. LEIGHTON

[Signature]
 Signature of notarial officer



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 06 - MARIAN C LEIGHTON

SCALE:
1"= 20'

DATE:
10/01/2019
Revised 04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 06 - MARIAN C LEIGHTON

SCALE:
1"= 20'

DATE:
10/01/2019
Revised 04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 06 - MARIAN C LEIGHTON

SCALE:
1" = 20'

DATE:
10/01/2019
Revised 04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by MARIAN C. LEIGHTON (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Marian C. Leighton
MARIAN C. LEIGHTON

5-50-2020
Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 5-20, 2020

By MARIAN C. LEIGHTON Name(s) of individual(s)

[Signature]

Signature of notarial officer



Brian Deprez

Printed name of notarial officer

9-1-20

My commission expires

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

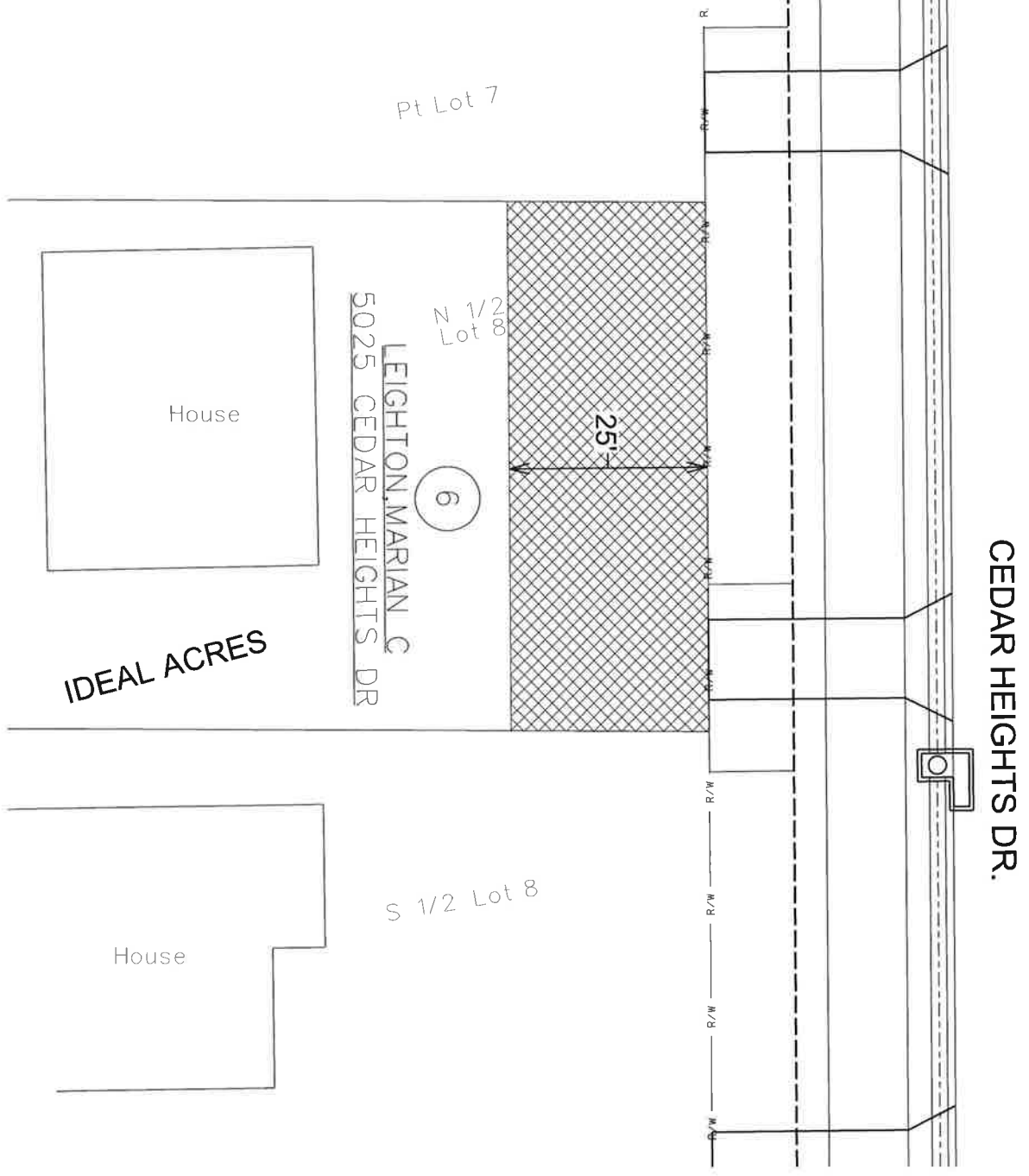
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 06 - MARIAN C LEIGHTON

SCALE:
1" = 20'

DATE:
10/01/2019
Revised 04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 5019 Cedar Heights Drive _____
Parcel Number: 7

County Tax Parcel No: 8913-29-151-017_
Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()-SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020,
by and between OWL INVESTMENTS, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>590.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>590.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Temporary Easement	<u>1,651</u>	sq. ft.		\$ <u>590.00</u>
Permanent Easement	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Buildings				\$ <u>0.00</u>
Severance Damages				\$ <u>0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: OWL INVESTMENTS, LLC

Seller _____ Date _____ By: Name Sandra Greeley

State of Iowa
 County of Black Hawk

This record was acknowledged before me on the 15 day of April, 2020 by
Sandra Greeley as owner of OWL
 INVESTMENTS, LLC


 Signature of notarial officer



Brian Deprez
 Printed name of notarial officer

9-1-20
 My commission expires

BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 07 - OWL INVESTMENTS LLC

SCALE:
1" = 20'

DATE:
10/01/2019
Revised 04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by OWL INVESTMENTS, LLC (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

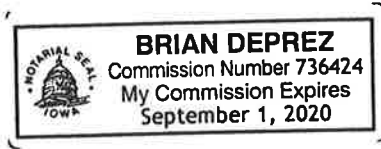
GRANTOR:

By: Sandra Greenley
Name: Sandra Greenley
Title: owner

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 15 day of April,
2020, by SANDRA GREENLEY, as OWNER of
OWL INVESTMENTS, LLC.



[Signature]
Signature of notarial officer

My commission expires: 9-1-20

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

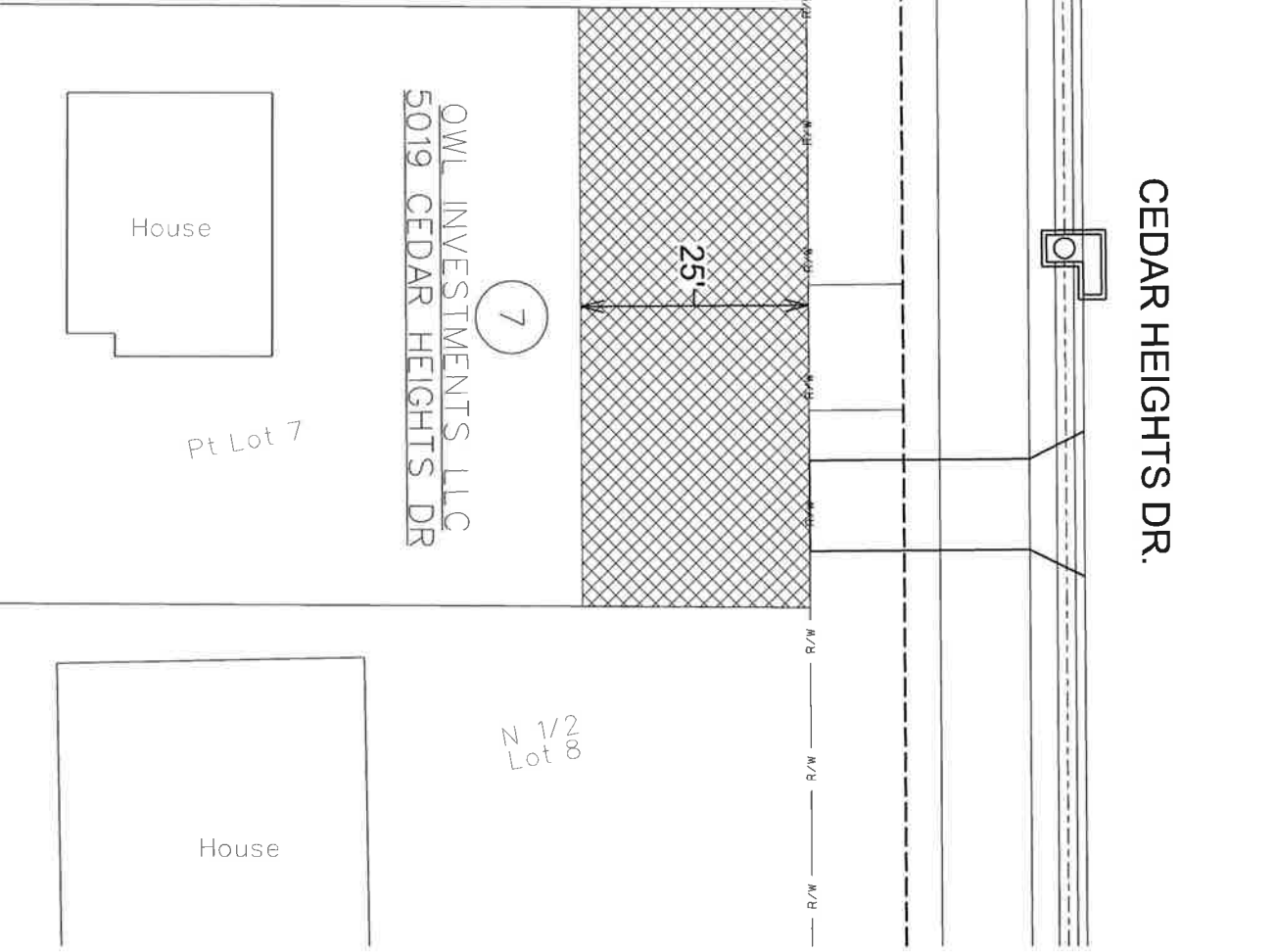
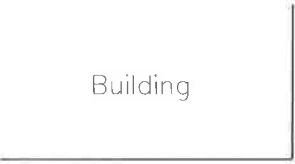
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



CEDAR HEIGHTS DR.

OWL INVESTMENTS LLC
5019 CEDAR HEIGHTS DR

7

N 1/2
Lot 8

PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 07 - OWL INVESTMENTS LLC

SCALE:
1" = 20'

DATE:
10/01/2019
Revised 04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 5011 Cedar Heights Drive

County Tax Parcel No: 8913-29-151-005

Parcel Number: 8

Project Name: CEDAR HEIGHTS DRIVE PCC
PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020,
by and between KENNETH R. WHITE and ~~ALICE LYNN WHITE~~, Seller, and the City of Cedar Falls, Iowa,
Buyer. RELEASED

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>610.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>610.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Temporary Easement	<u>1,710</u>	sq. ft.	<u>\$ 610.00</u>	
Permanent Easement	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Buildings			<u>\$ 0.00</u>	
Severance Damages			<u>\$ 0.00</u>	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Kenneth R. White
Kenneth R. White _____ Date

Alice Lynn White RELEASED _____ Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 4-15-20

_____(Date) by KENNETH R. WHITE and ALICE LYNN WHITE

[Signature]
Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 08 - KENNETH R. & ALICE LYNN WHITE,

SCALE:
 1" = 20'

DATE:
 10/01/2019
 Revised 04/01/2020
 PROJECT #:
 STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of _____, 2020, by KENNETH R. WHITE and ALICE LYNN ~~WHITE~~ **DELETED** ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Kenneth R. White
KENNETH R. WHITE Date

ALICE LYNN WHITE DATE
Deceased

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 4-15-20, 2020

By KENNETH R. WHITE and ALICE LYNN WHITE Name(s) of individual(s)

[Signature]

Signature of notarial officer



Brian Deprez
Printed name of notarial officer

9-1-20
My commission expires

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

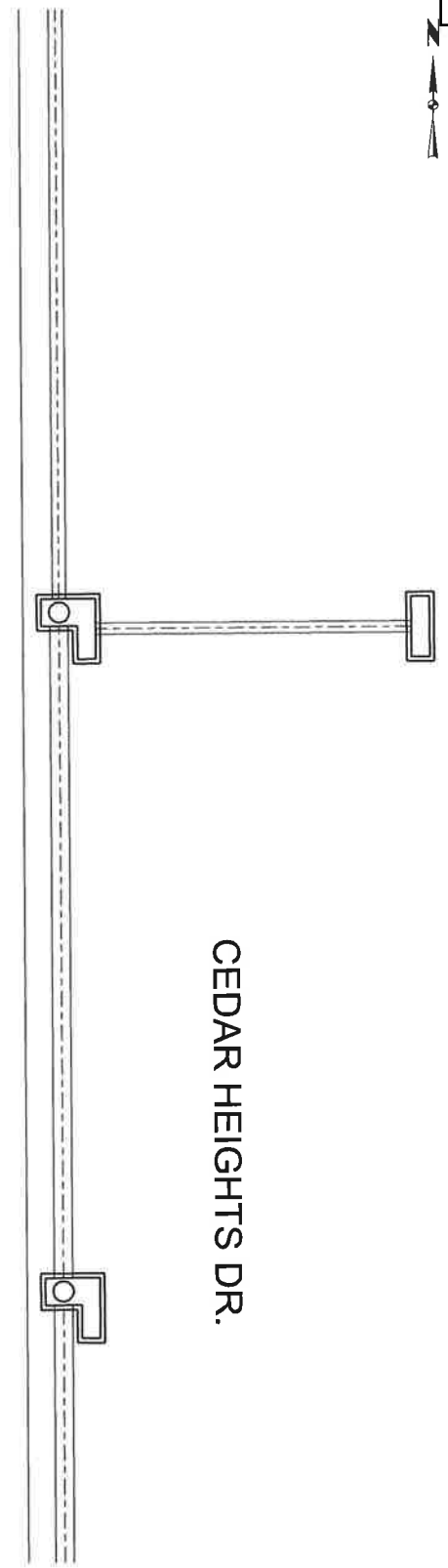
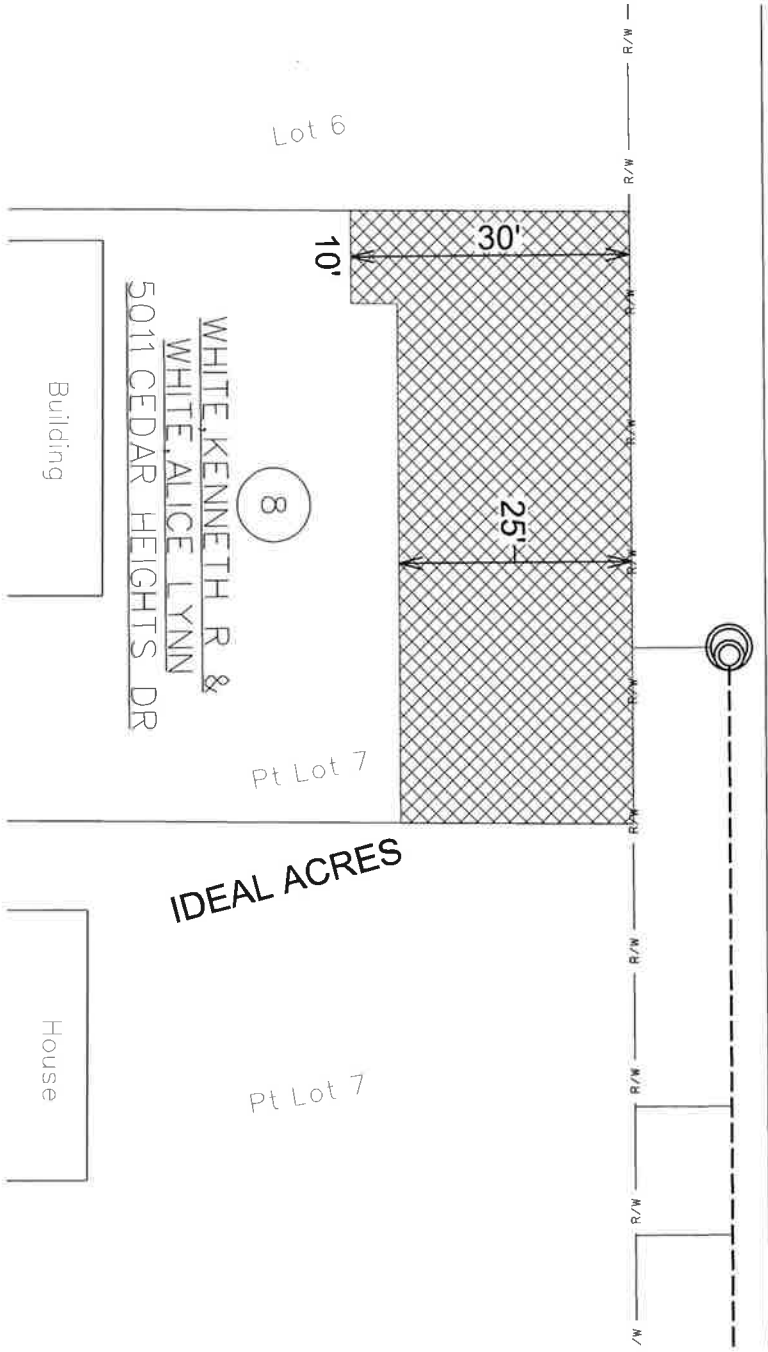
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



CEDAR HEIGHTS DR.

PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 08 - KENNETH R. & ALICE LYNN WHITE,

SCALE: 1"= 20'
 DATE: 10/01/2019
 Revised 04/01/2020
 PROJECT #: STBG-SWAP-1185()-SG-07



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:


4/15/2020
Date

4/15/2020
Date

For an acknowledgment in an individual capacity:

State of Iowa

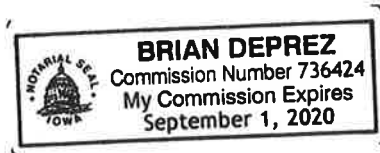
County of Black Hawk

This record was acknowledged before me on 4-15-20

(Date) by WAYNE P. O'NEIL and JANET

~~M. O'NEIL~~


 Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

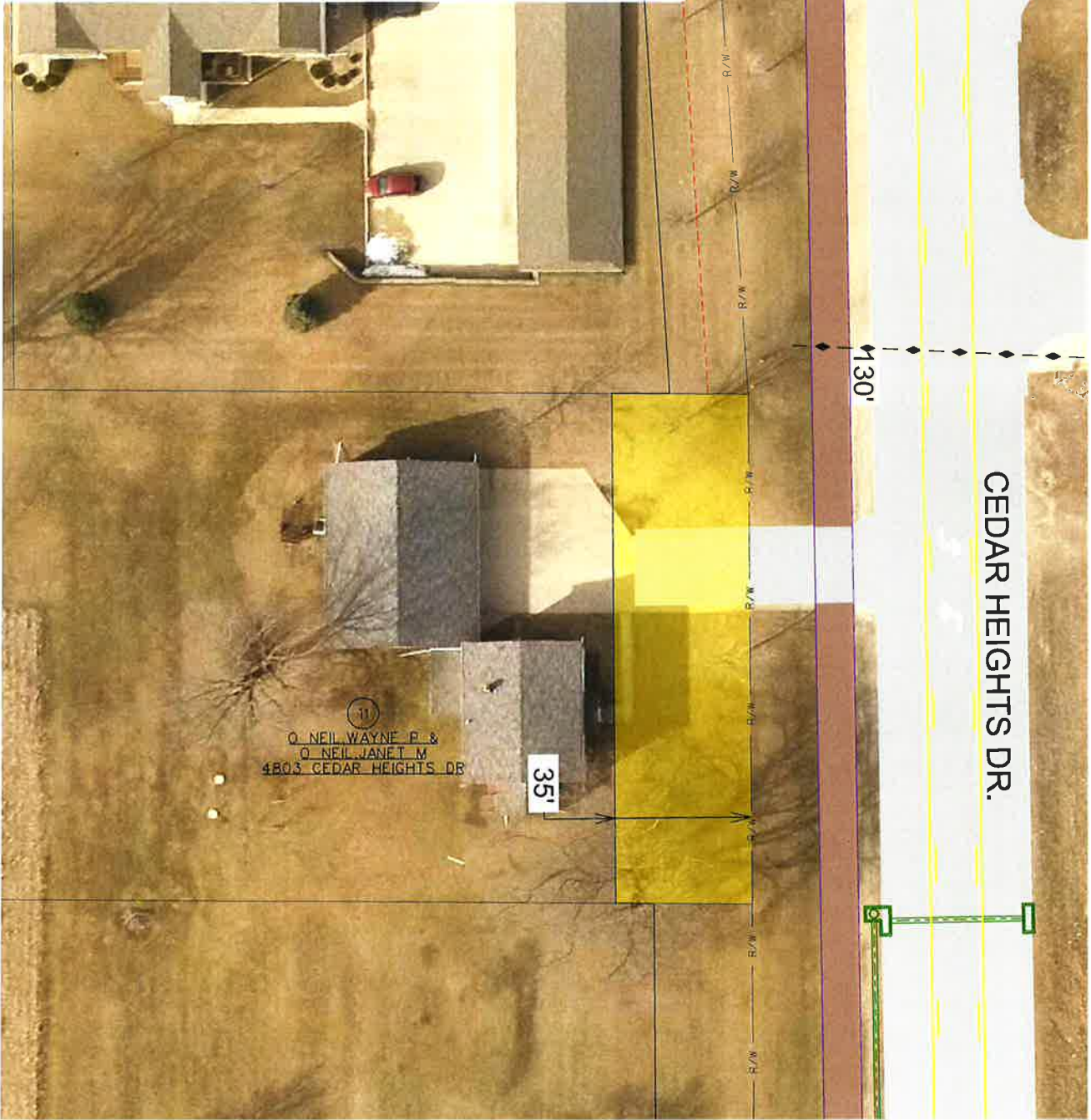
This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 11 - WAYNE P. & JANET M. O'NEIL

SCALE:
 1" = 40'
 DATE:
 10/01/2019
 PROJECT #:
 STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by WAYNE P. O’NEIL and JANET M. O’NEIL (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Wayne P. O'Neil 4/15/2020 Janet M. O'Neil 4/15/20
 WAYNE P. O'NEIL Date JANET M. O'NEIL DATE


For an acknowledgment in an individual capacity:

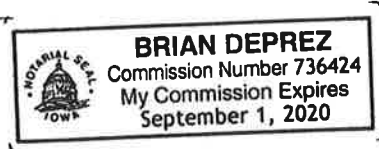
State of Iowa

County of Black Hawk

This record was acknowledged before me on 4-15, 2020

By WAYNE P. O'NEIL and JANET M. O'NEIL Name(s) of individual(s)


 Signature of notarial officer



Brian Deprez
Printed name of notarial officer

9-1-20
My commission expires

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

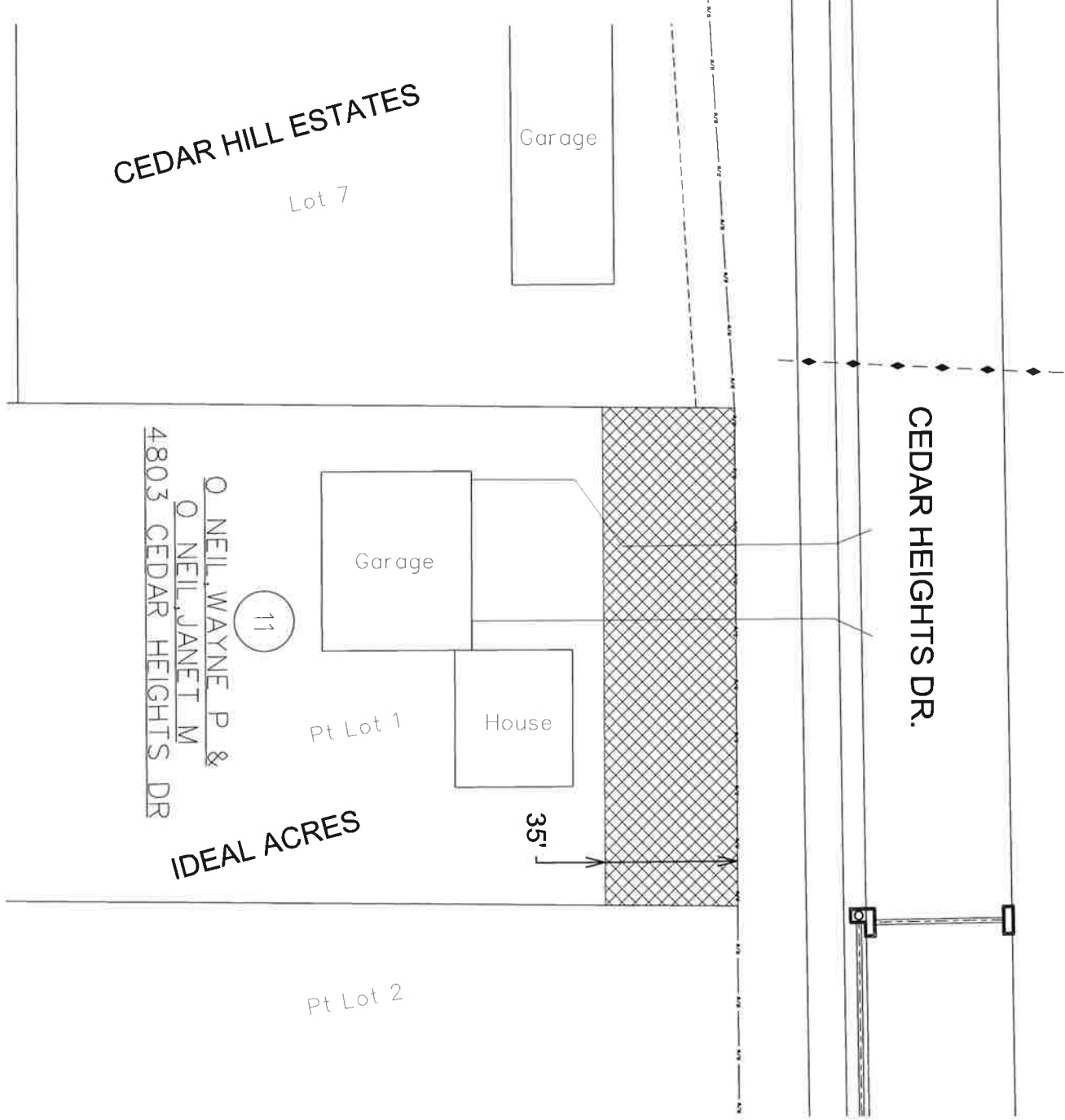
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 11 - WAYNE P. & JANET M. O'NEIL

SCALE:
1" = 40'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 4705 – 4710 Chadwick Drive
Parcel Number: 12

County Tax Parcel No: 8913-29-101-XXX
Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020, by and between CEDAR HILLS CONDOMINIUM II, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 5,250.00	on possession and conveyance	60 days after Buyer approval
\$ 5,250.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	0	sq. ft.	\$ 0.00
Underlying Fee Title	0	sq. ft.	\$ 0.00
Temporary Easement	7,508	sq. ft.	\$ 5,250.00
Permanent Easement	0	sq. ft.	\$ 0.00
Buildings			\$ 0.00
Severance Damages			\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: CEDAR HILLS CONDOMINIUM II

Nichole Koeling 4-15-20 Nichole Koeling
 Seller Date By: Name

State of Iowa

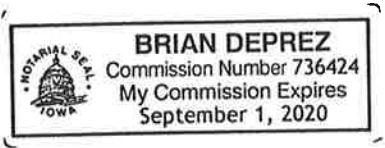
County of BOYD HAWK

This record was acknowledged before me on the 15 day of April, 2020 by
NICHOLE KOELING as PRESIDENT of CEDAR
 HILLS CONDOMINIUM II


 Signature of notarial officer

Brian Deprez
 Printed name of notarial officer

9-1-20
 My commission expires



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

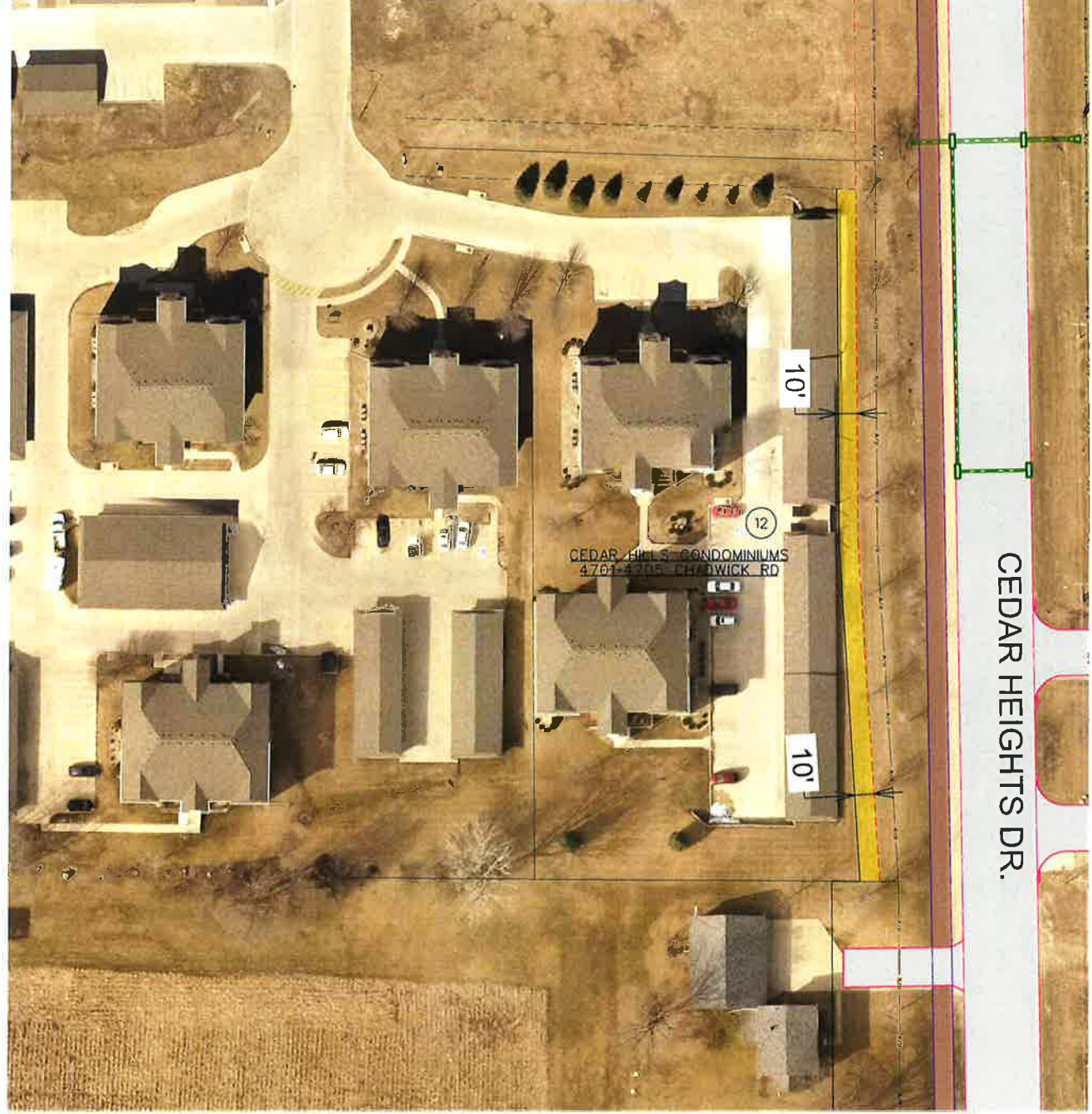
This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- LOT LINE



CEDAR HEIGHTS DR.

CEDAR HILLS CONDOMINIUMS
4761-4765 CHADWICK RD

12

10'

10'

PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 12 - CEDAR HILLS CONDOMINIUMS

SCALE:
1" = 80'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this _____ day of _____, 2020, by CEDAR HILLS CONDOMINIUM II ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 24 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

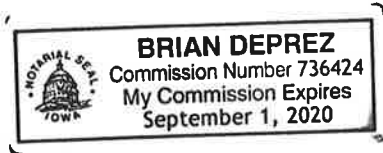
GRANTOR: CEDAR HILLS CONDOMINIUM II

By: Nichole Koelling
Name: Nichole Koelling
Title: President

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 15 day of April,
2020 by NICHOLE KOELLING, as President of
CEDAR HILLS CONDOMINIUM II



[Signature]
Signature of notarial officer

[My commission expires: 9-1-20]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

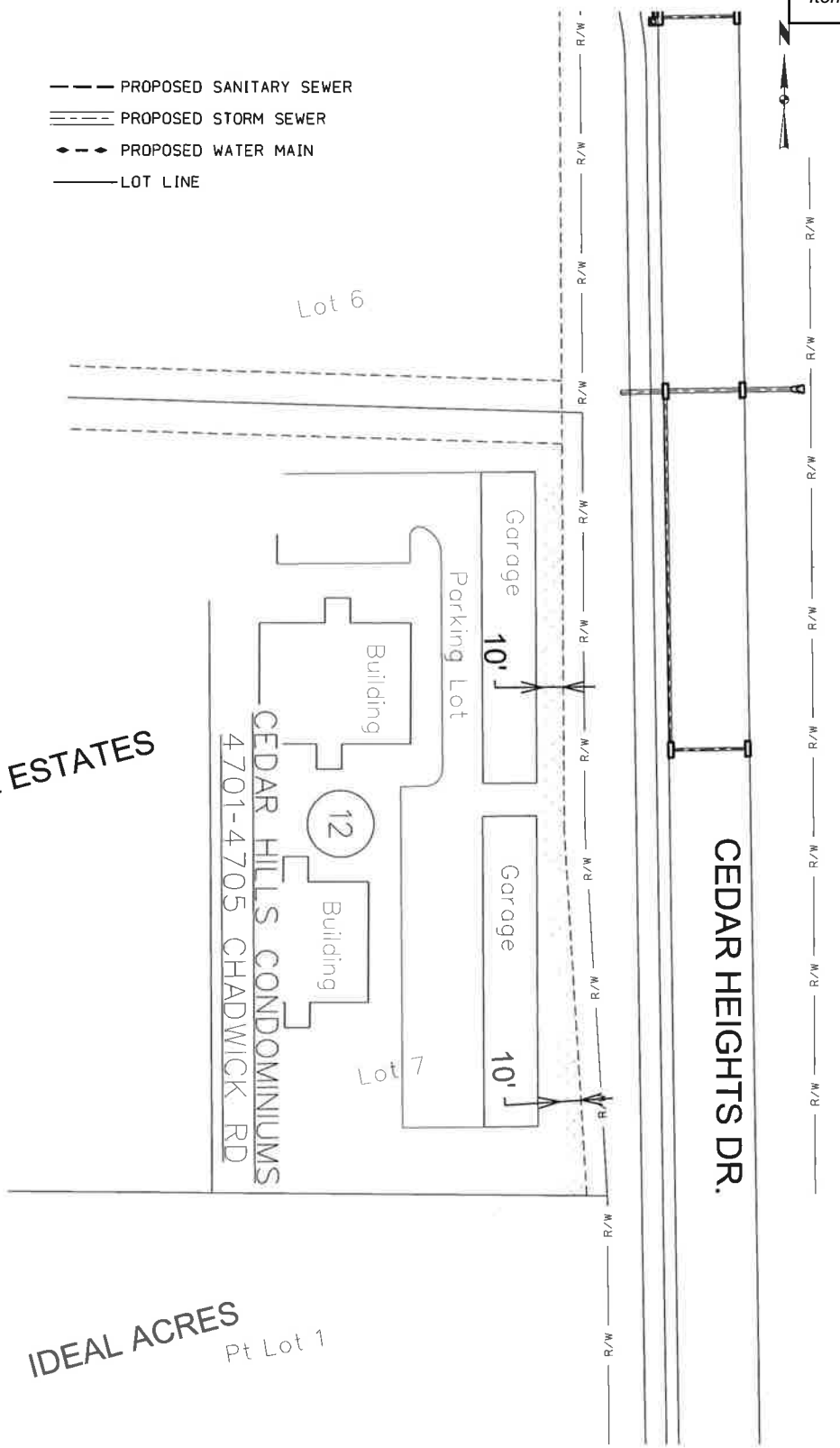
My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE

CEDAR HILL ESTATES

IDEAL ACRES
Pt Lot 1



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 12 - CEDAR HILLS CONDOMINIUMS

SCALE:
1" = 80'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 4705 – 4710 Chadwick Drive
Parcel Number: 13

County Tax Parcel No: 8913-29-101-XXX
Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020, by and between CABRBO, L.L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,620.00	on possession and conveyance	60 days after Buyer approval
\$ 1,620.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	0	sq. ft.		\$ 0.00
Underlying Fee Title	0	sq. ft.		\$ 0.00
Temporary Easement	2,318	sq. ft.		\$ 1,620.00
Permanent Easement	0	sq. ft.		\$ 0.00
Buildings				\$ 0.00
Severance Damages				\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
_____.
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: CABRBO, L.L.C.

[Signature] 4/16/2020
 Seller Date

Blake Wayson
 By:Name

State of Iowa

County of Black Hawk

This record was acknowledged before me on the 16 day of April, 2020 by
Blake Wayson as Manager of CABRBO,
 L.L.C.

[Signature]
 Signature of notarial officer



Brian Deprez
 Printed name of notarial officer

9-1-20
 My commission expires

BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

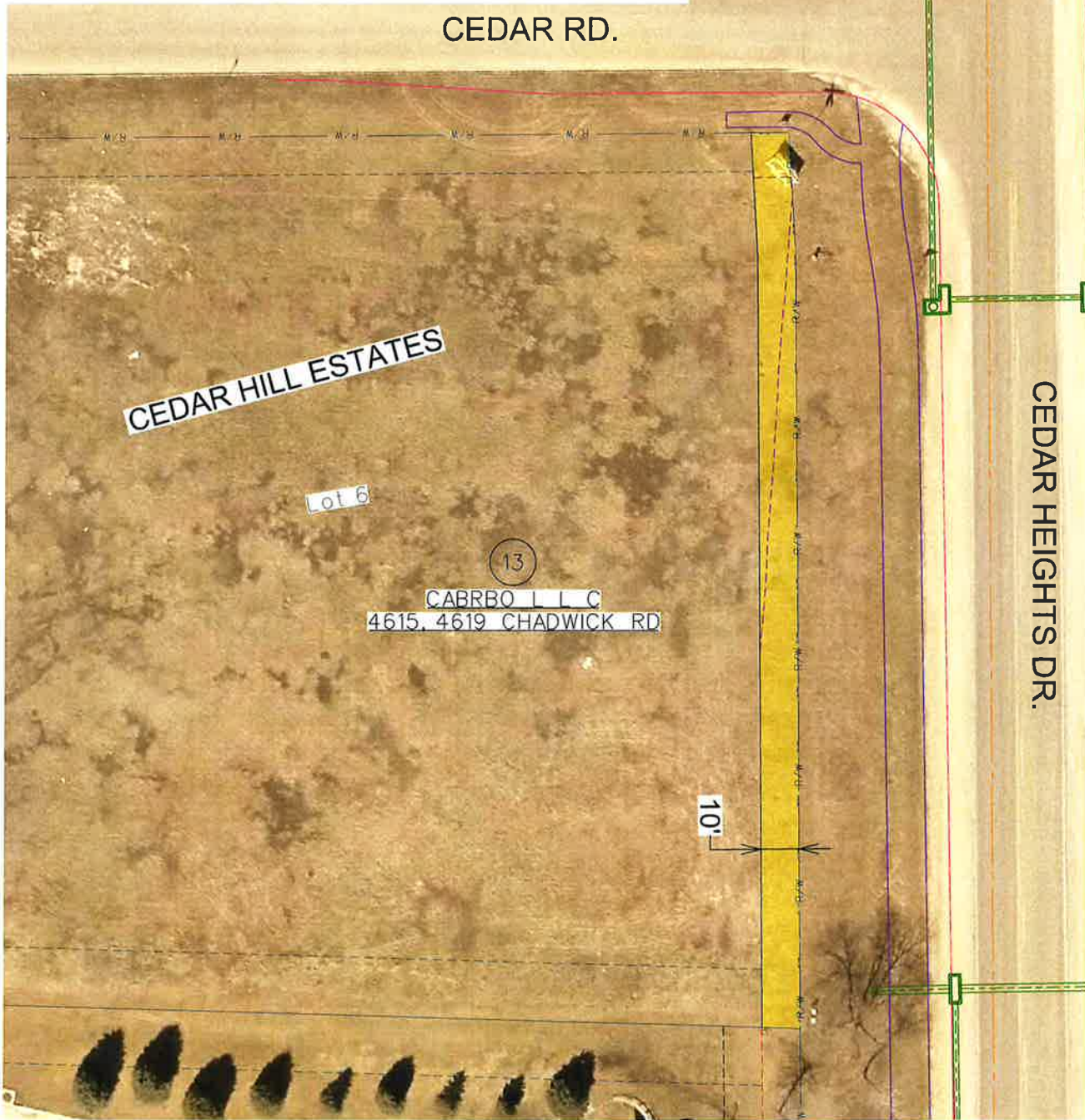
This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 13 - CABRBO L L C

SCALE:
1" = 40'

DATE:
03/17/2021

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by CABRBO, L.L.C. (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 24 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

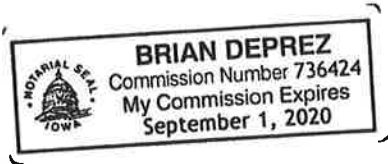
8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: CABRBO, L.L.C.

By: [Signature]
Name: Blake Wayson
Title: Owner

State of Iowa)
County of Black Hawk)

This record was acknowledged before me on the 16 day of April, 2020, by Blake Wayson, as Manager of CABRBO, L.L.C..



[Signature]
Signature of notarial officer

My commission expires: 9-1-20

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

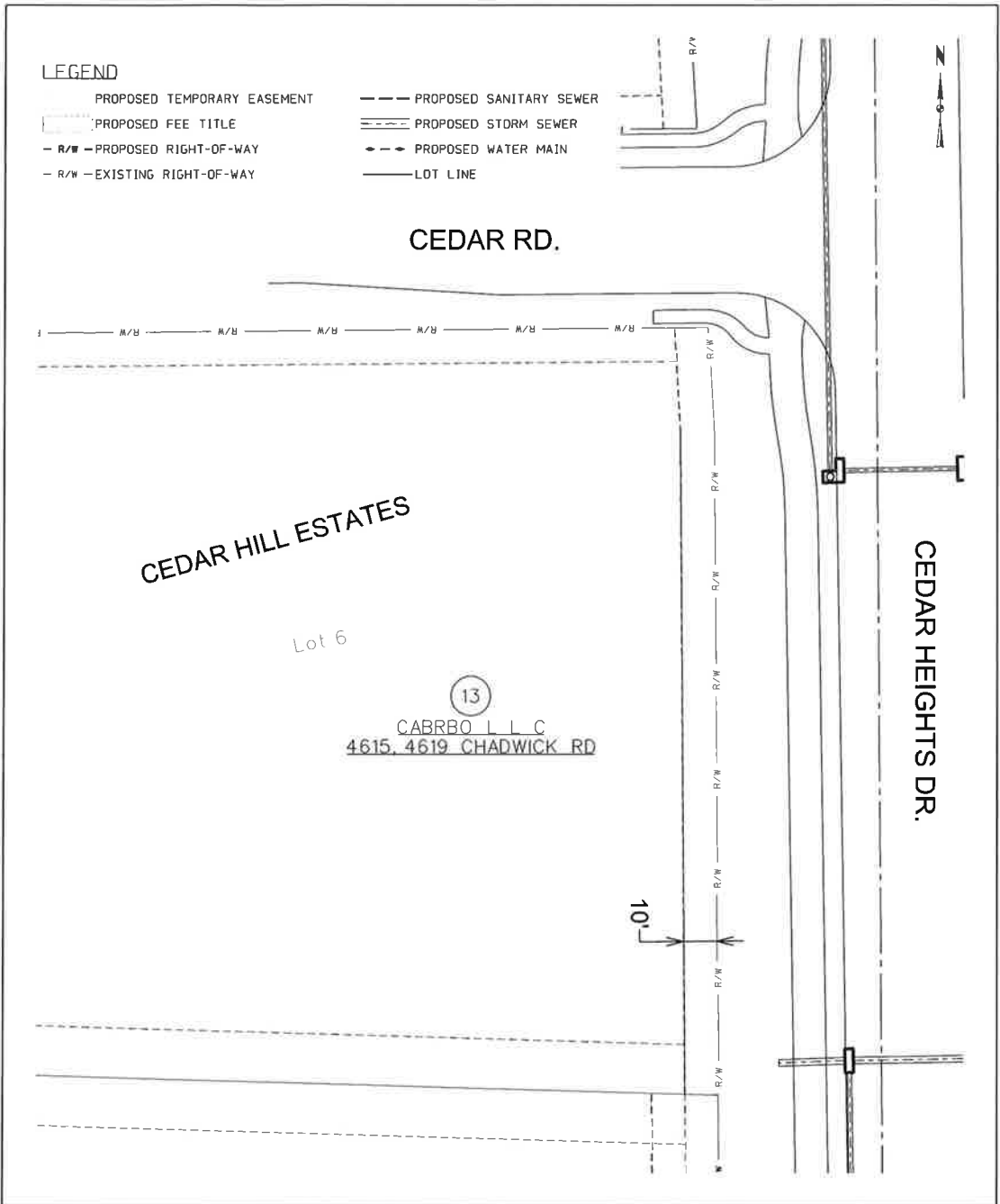
State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION		SCALE:
PARCEL 13 - CABRBO L L C		1"= 40'
  		DATE:
		03/17/2021
		PROJECT #:
		STBG-SWAP-1185()-SG-07

V:\Projects\2020\118 0263 001\Design\001Acquisition\13 - Cedar LLC\190263_PMR13_Temp_Eas.dwg 3/17/2021 jps

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by KARMA INVESTMENTS, LLC (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 24 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: KARMA INVESTMENTS, LLC

By: Anthony D. Bailey

Name: Anthony D. Bailey

Title: Manager

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 29 day of MAY, 2020, by Anthony D. Bailey, as Manager of KARMA INVESTMENTS, LLC.



[Signature]
Signature of notarial officer

My commission expires: 11/4/21

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

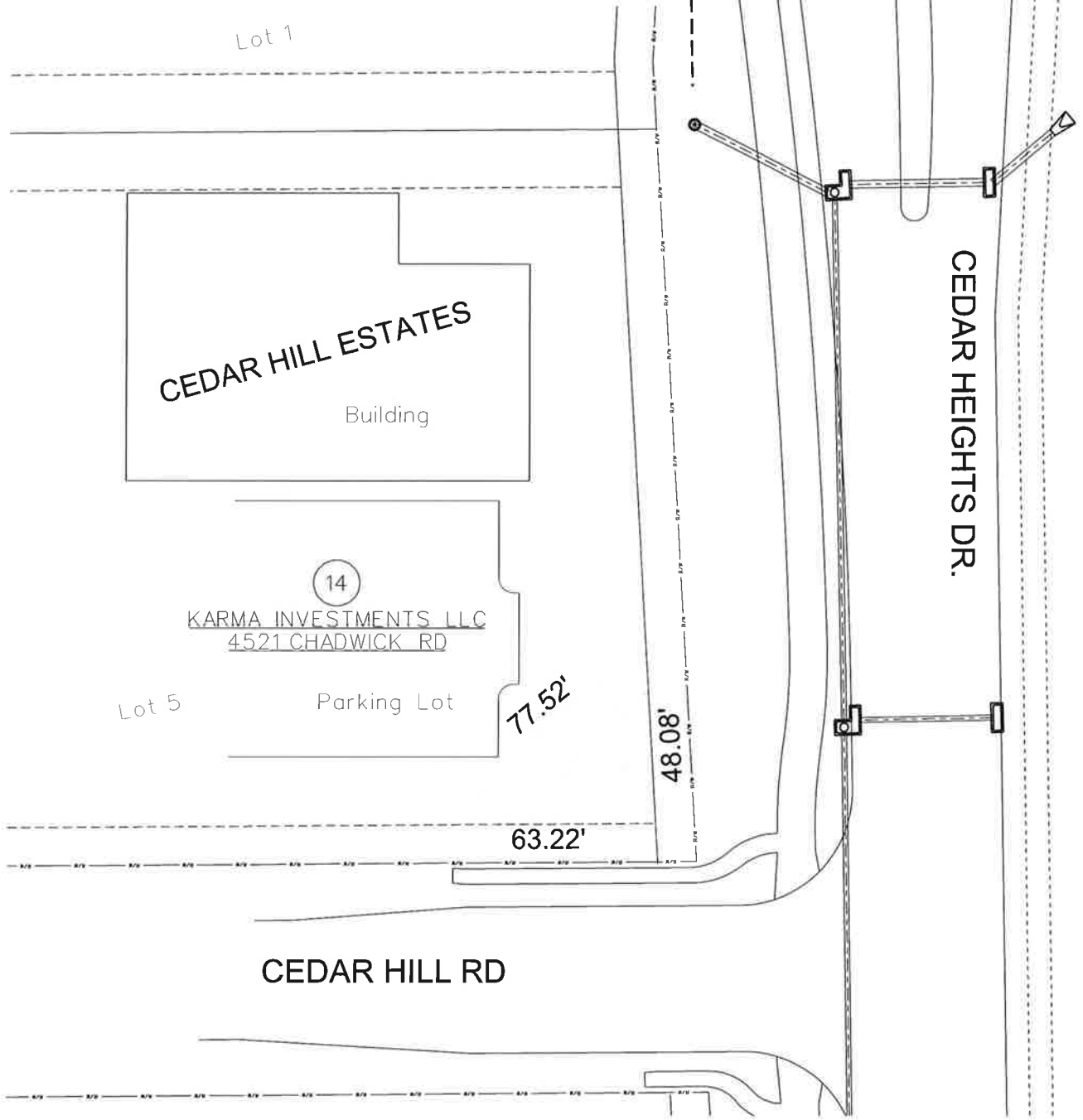
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 14 - KARMA INVESTMENTS LLC

SCALE:
 1" = 40'



DATE:
 10/01/2019
 Revised 04/01/2020
 PROJECT #:
 STBG-SWAP-1185()-SG-07

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 4521 Chadwick Road____
Parcel Number: 14_____

County Tax Parcel No: 8913-29-101-006_
Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this ____ day of _____, 2020,
by and between KARMA INVESTMENTS, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 3,320.00	on possession and conveyance	60 days after Buyer approval
\$ 3,320.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	0	sq. ft.		\$ 0.00
Underlying Fee Title	0	sq. ft.		\$ 0.00
Temporary Easement	4,059	sq. ft.		\$ 2,840.00
Permanent Easement	0	sq. ft.		\$ 0.00
Buildings				\$ 0.00
Severance Damages				\$ 480.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

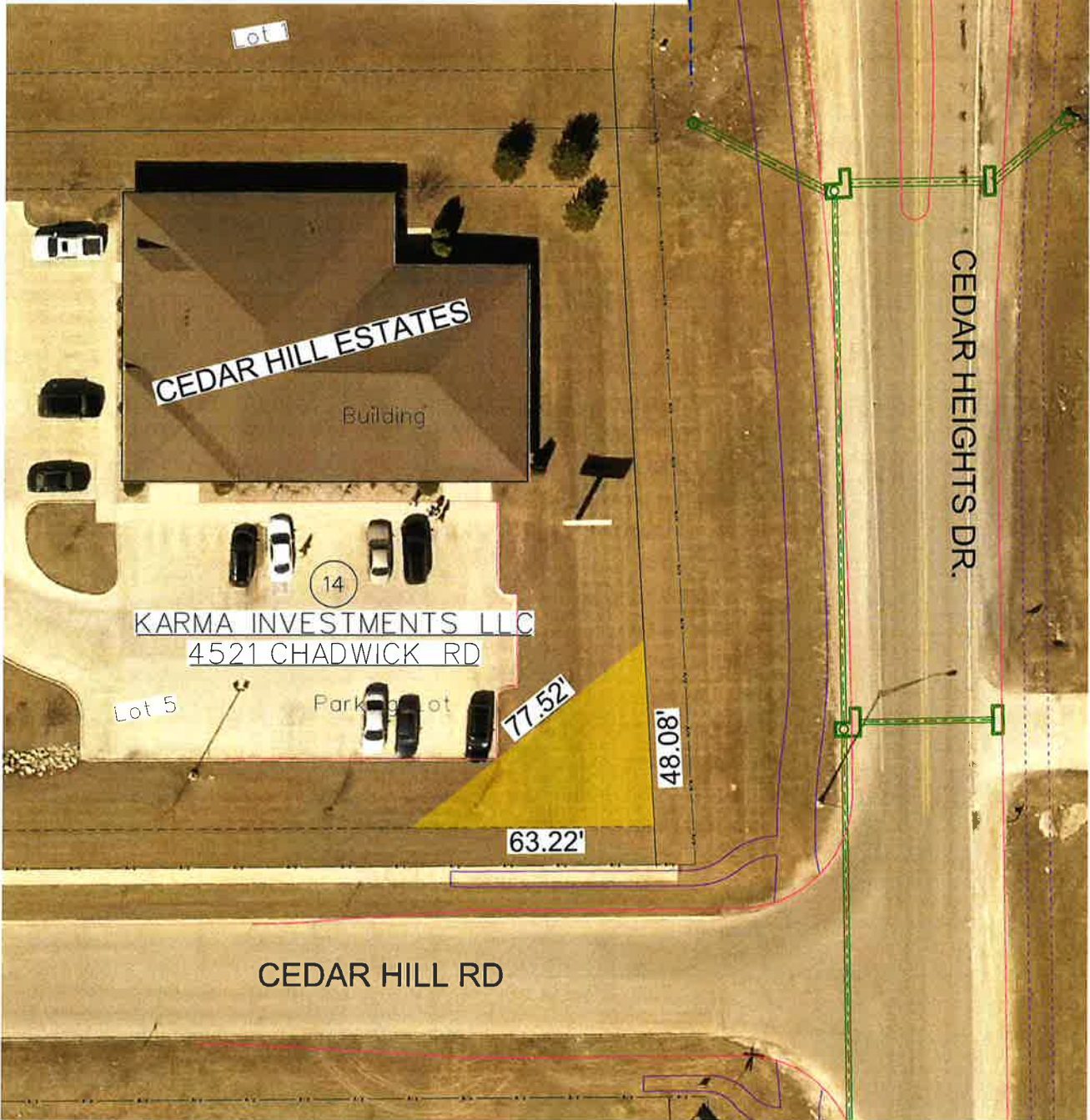
This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 14 - KARMA INVESTMENTS LLC

SCALE:
 1" = 40'

DATE:
 10/01/2019
 Revised 04/01/2020
 PROJECT #:
 STBG-SWAP-1185()-SG-07



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 4316 Cedar Heights Drive _____
Parcel Number: 31 _____

County Tax Parcel No: 8913-20-376-037_
Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185(--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020,
by and between CEDARLOO BAPTIST CHURCH, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 4,520.00	on possession and conveyance	60 days after Buyer approval
\$ 4,520.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	0	sq. ft.		\$ 0.00
Underlying Fee Title	0	sq. ft.		\$ 0.00
Temporary Easement	22,817	sq. ft.		\$ 4,520.00
Permanent Easement	0	sq. ft.		\$ 0.00
Buildings				\$ 0.00
Severance Damages				\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: CEDARLOO BAPTIST CHURCH

 _____
 Seller

 Date

 By: Name

State of Iowa

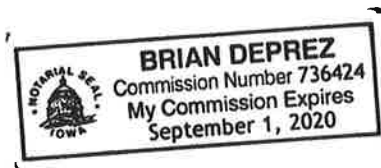
County of Black Hawk

This record was acknowledged before me on the 15 day of April, 2020 by Devine Erickson as Pastor of CEDARLOO BAPTIST CHURCH


 Signature of notarial officer

Brian Deprez
 Printed name of notarial officer

9-1-20
 My commission expires



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

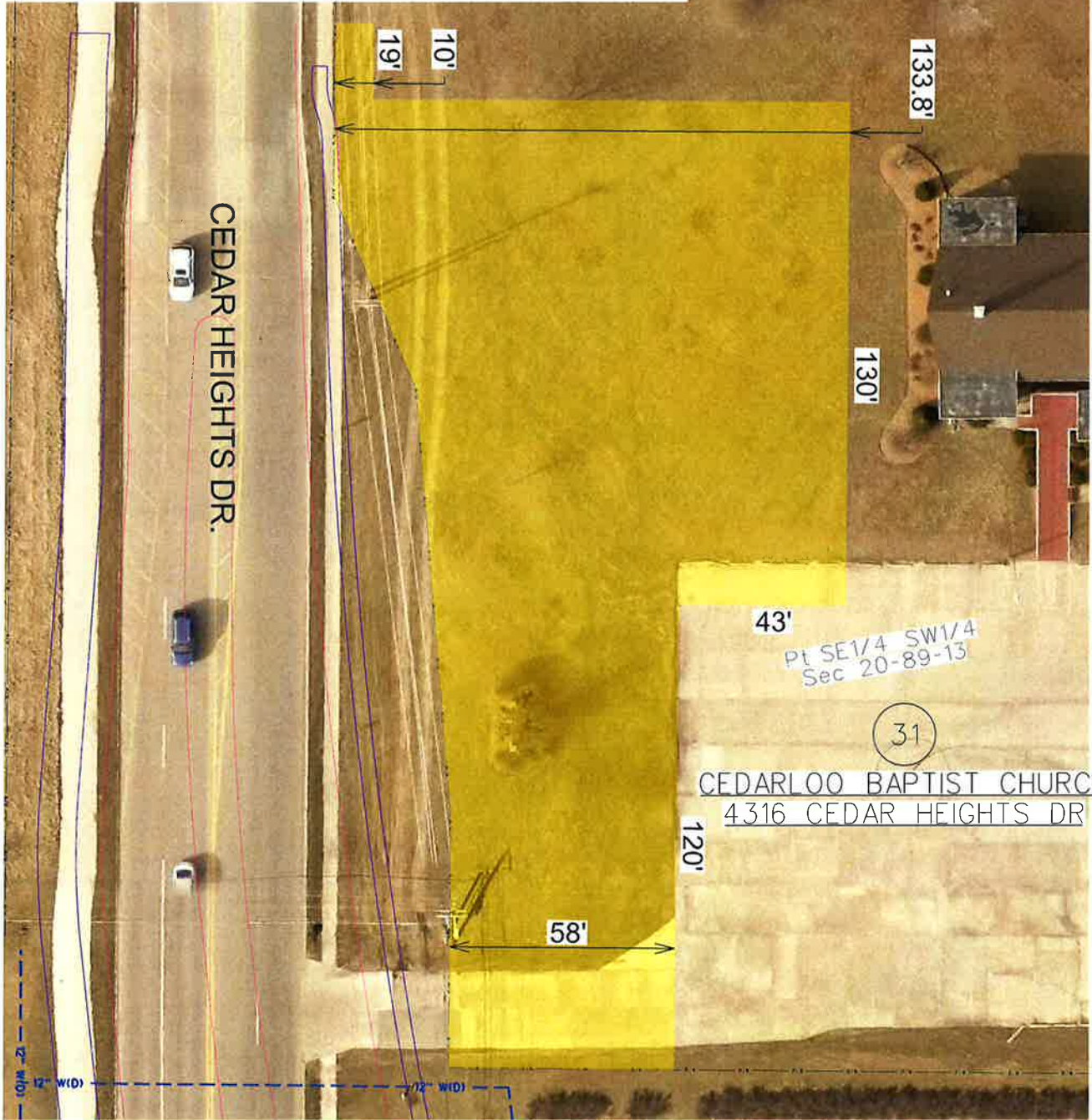
This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 31 - CEDARLOO BAPTIST CHURCH

SCALE:
 1" = 40'

DATE:
 10/01/2019
 REV 04/01/2020

PROJECT #:
 STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by CEDARLOO BAPTIST CHURCH (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

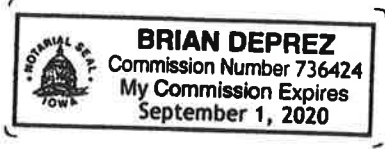
8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: CEDARLOO BAPTIST CHURCH

By: [Signature]
Name: Orrville J Erickson
Title: Pastor / Elder

State of Iowa)
County of Black Hawk)

This record was acknowledged before me on the 15 day of April,
2020 by Orrville J. Erickson, as Pastor / Elder of
CEDARLOO BAPTIST CHURCH.



[Signature]
Signature of notarial officer

My commission expires: 9-1-20

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

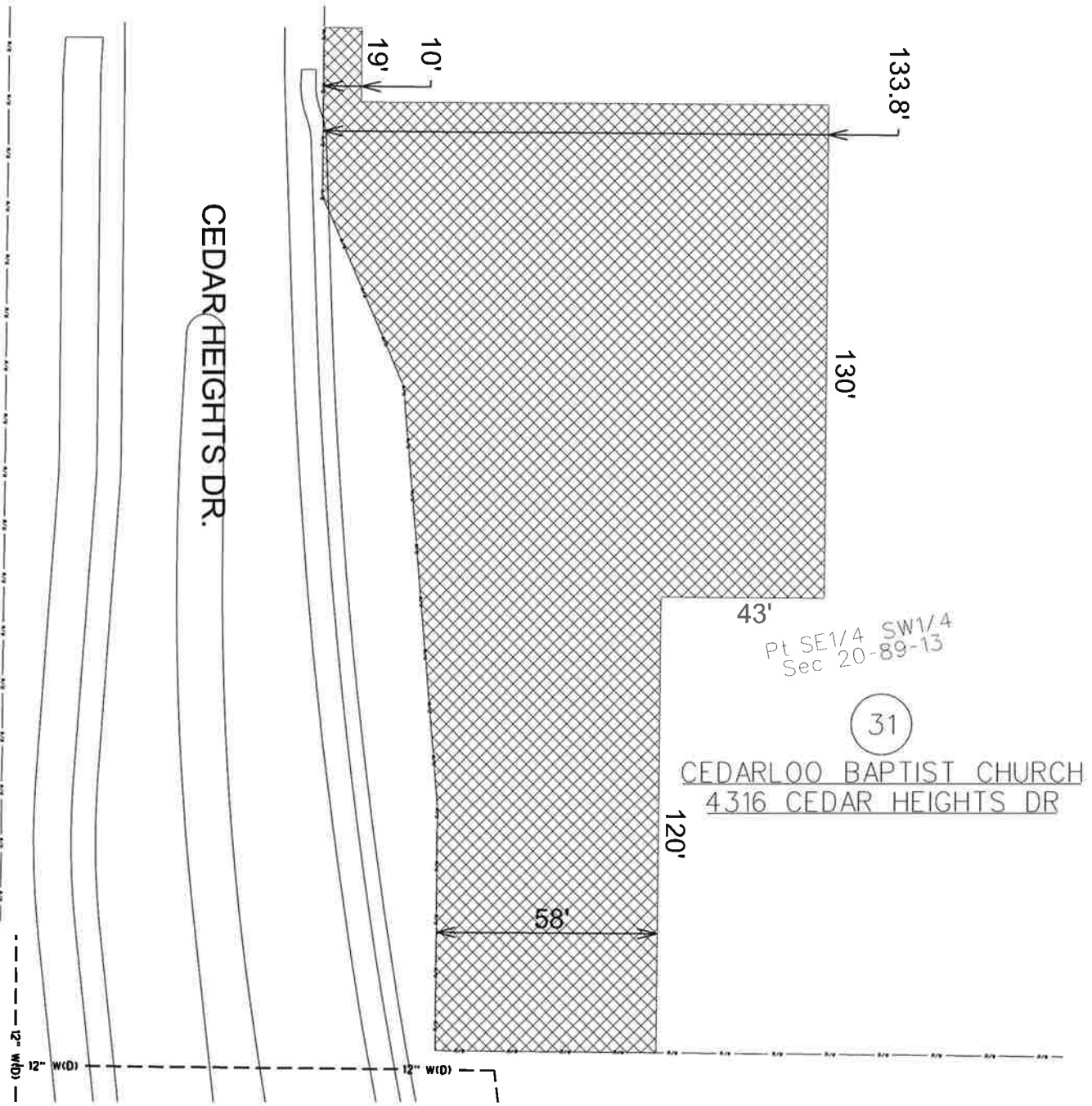
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED SANITARY SEWER
- PROPOSED FEE TITLE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED RIGHT-OF-WAY
- LOT LINE
- EXISTING RIGHT-OF-WAY



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 31 - CEDARLOO BAPTIST CHURCH

SCALE:
1" = 40'

DATE:
10/01/2019
REV 04/01/2020

PROJECT #:
STBG-SWAP-1185)--SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by RONALD J. ABRAHAM (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Ronald J. Abraham 6/9/2020
RONALD J. ABRAHAM Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

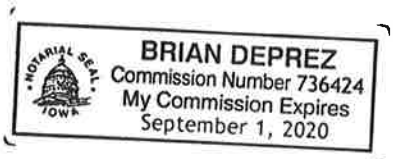
This record was acknowledged before me on June 9, 2020

By RONALD J. ABRAHAM Name(s) of individual(s)

[Signature]
Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

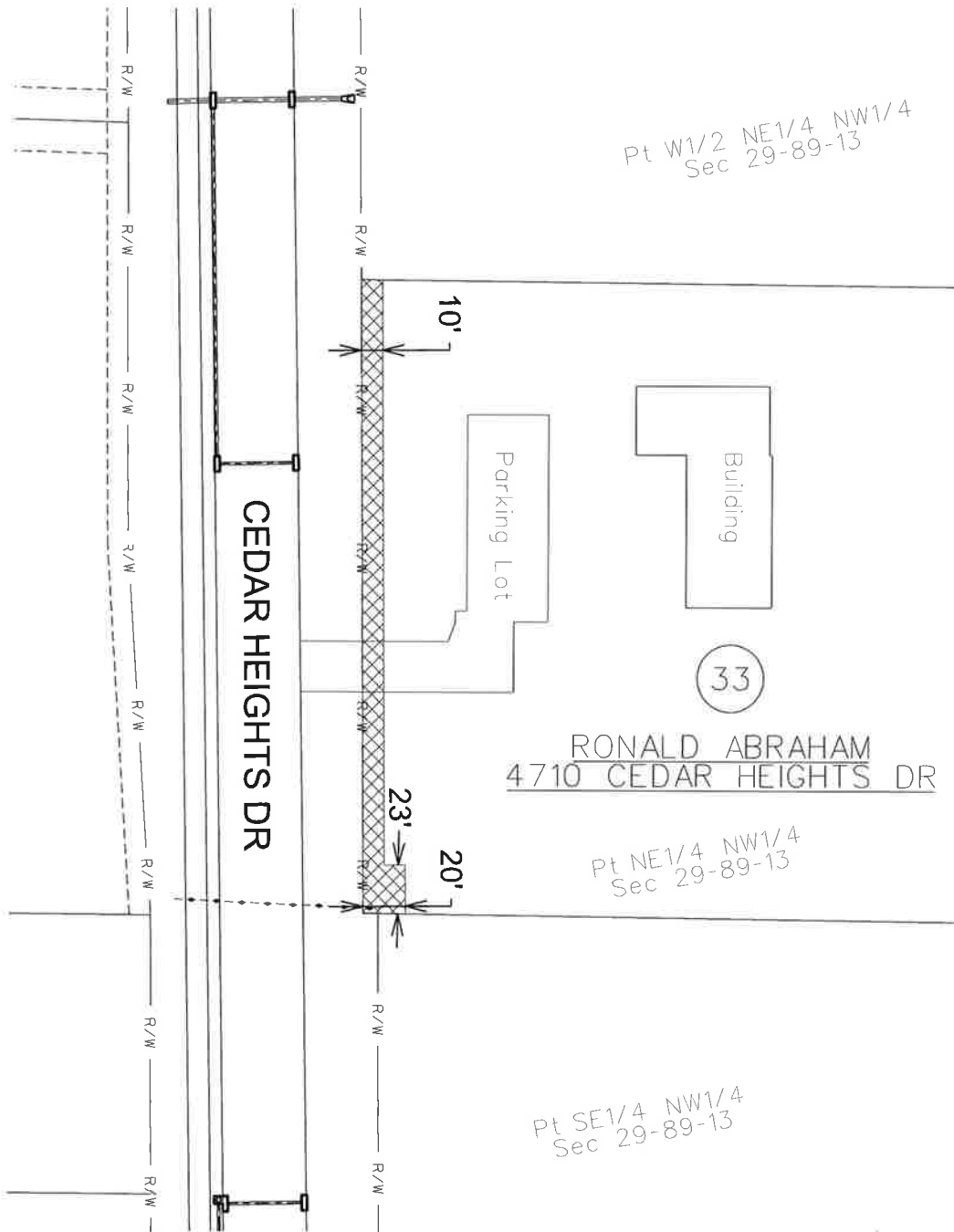
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED SANITARY SEWER
- PROPOSED FEE TITLE
- PROPOSED STORM SEWER
- R/W - PROPOSED RIGHT-OF-WAY
- ◆◆◆ PROPOSED WATER MAIN
- R/W - EXISTING RIGHT-OF-WAY
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 33 - RONALD ABRAHAM

SCALE:
 1" = 80'

DATE:
 10/01/2019

PROJECT #:
 STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 4710 Cedar Heights Drive

County Tax Parcel No: 8913-26-126-002

Parcel Number: 33

Project Name: CEDAR HEIGHTS DRIVE PCC
PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185(--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of _____, 2020,
by and between RONALD J. ABRAHAM, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 1,960.00	on possession and conveyance	60 days after Buyer approval
\$ 1,960.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	0	sq. ft.		\$ 0.00
Underlying Fee Title	0	sq. ft.		\$ 0.00
Temporary Easement	5,478	sq. ft.		\$ 1,960.00
Permanent Easement	0	sq. ft.		\$ 0.00
Buildings				\$ 0.00
Severance Damages				\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Ronald J. Abraham 6/9/2020
 Ronald J. Abraham Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of BLACK HAWK

This record was acknowledged before me on JUNE 9, 2020

_____ (Date) by RONALD J. ABRAHAM

[Signature]
 Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

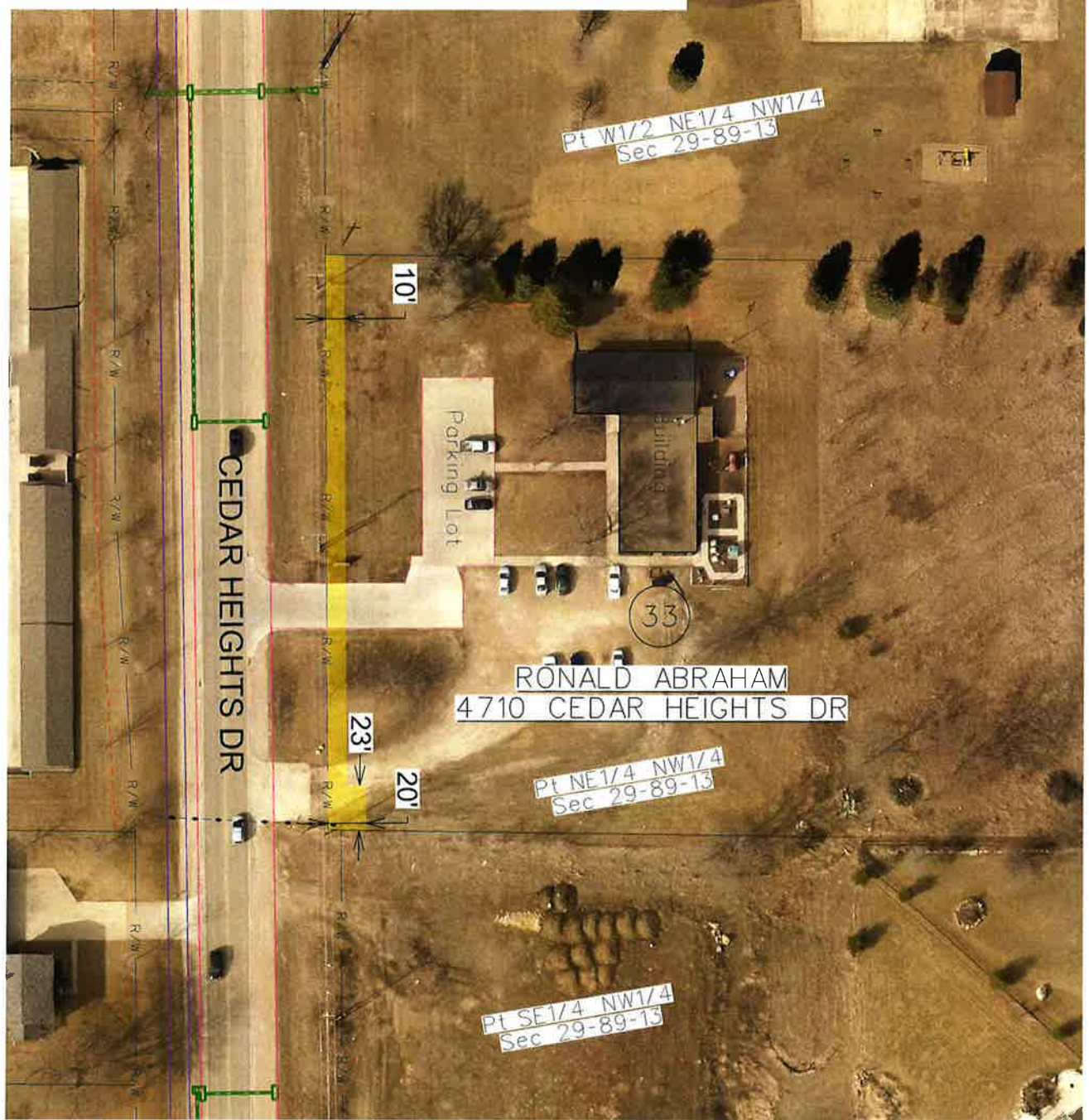
This instrument was acknowledged before me on the ____ day of _____, 20__, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 33 - RONALD ABRAHAM

SCALE: 1"= 80'
 DATE: 10/01/2019
 PROJECT #: STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: _____
Parcel Number: 34

County Tax Parcel No: 8913-29-176-006
Project Name: CEDAR HEIGHTS DRIVE
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185)--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this 7th day of APRIL, 2020, by and between R & N INVESTMENTS PROPERTIES, L.C., Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>9,810.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>9,810.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Temporary Easement	<u>27,457</u>	sq. ft.		\$ <u>9,810.00</u>
Permanent Easement	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Buildings				\$ <u>0.00</u>
Severance Damages				\$ <u>0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
 - 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
 - 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
 - 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
-
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: **R & N INVESTMENTS PROPERTIES, L.C.**

David M Nordyke
Seller Date 4/7/2020

DAVID M NORDYKE
By:Name

State of IOWA

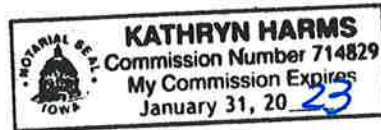
County of BLACK HAWK

This record was acknowledged before me on the 7th day of APRIL, 2020 by DAVID M NORDYKE as MANAGING MEMBER of R & N INVESTMENTS PROPERTIES, L.C.

Kathryn Harms
Signature of notarial officer

KATHRYN HARMS
Printed name of notarial officer

01/31/2023
My commission expires



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

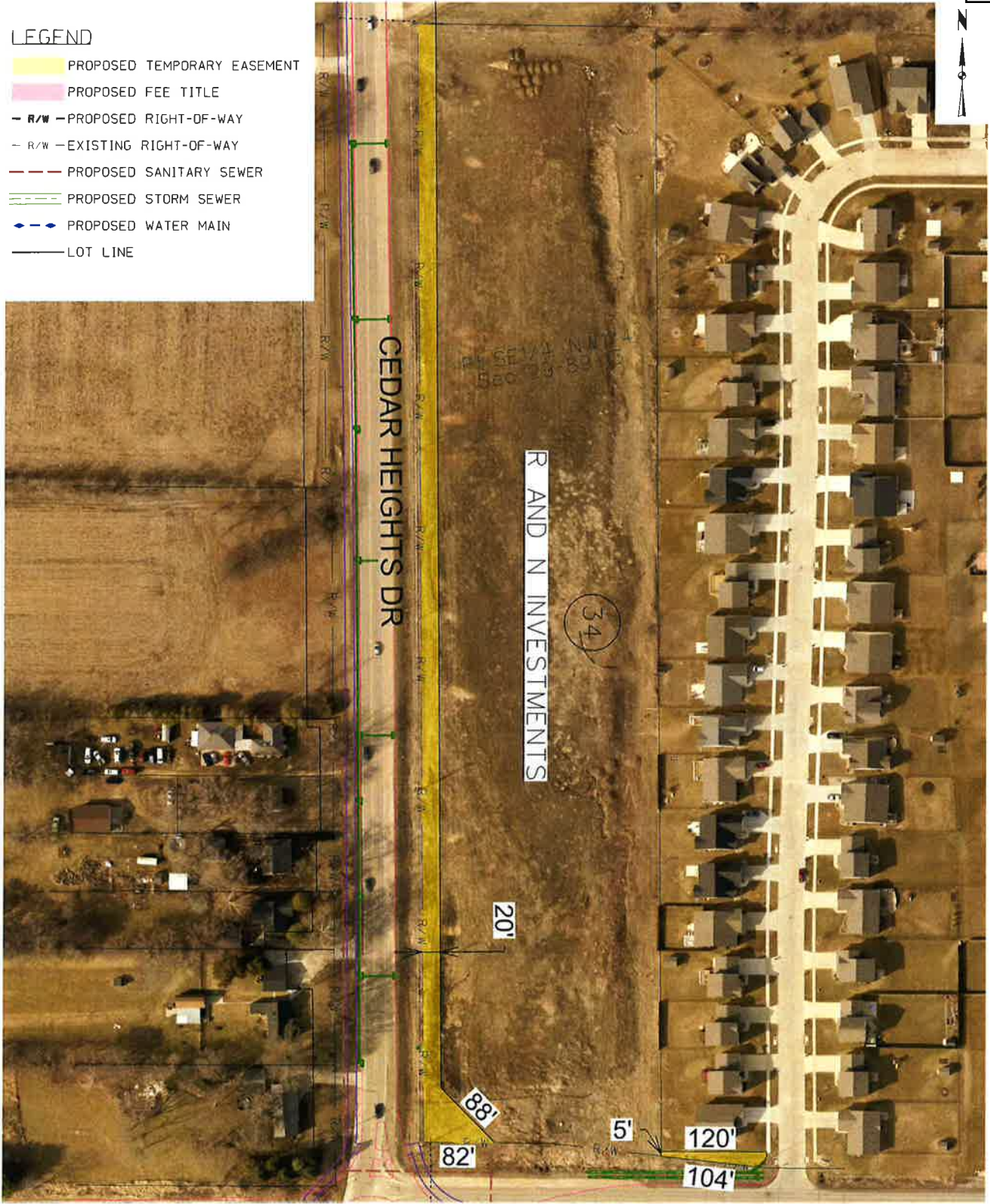
This instrument was acknowledged before me on the _____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- - - PROPOSED SANITARY SEWER
- - - PROPOSED STORM SEWER
- ◆ ◆ PROPOSED WATER MAIN
- LOT LINE



HUNTINGTON RD

PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 34 - R AND N INVESTMENTS

SCALE:
1"= 160'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

7th This Temporary Construction Easement Agreement ("Agreement") is made this day of APRIL, 2020, by R & N INVESTMENTS PROPERTIES, L.C. ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR: R & N INVESTMENTS PROPERTIES, L.C.

By: *David M Nordyke*

Name: DAVID M NORDYKE

Title: MANAGING MEMBER

State of IOWA)

County of BLACK HAWK)

This record was acknowledged before me on the 7th day of APRIL, 2020, by DAVID M NORDYKE, as MANAGING MEMBER of R & N INVESTMENTS PROPERTIES, L.C.



Kathryn Harms
Signature of notarial officer

My commission expires: 01/31/2023

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

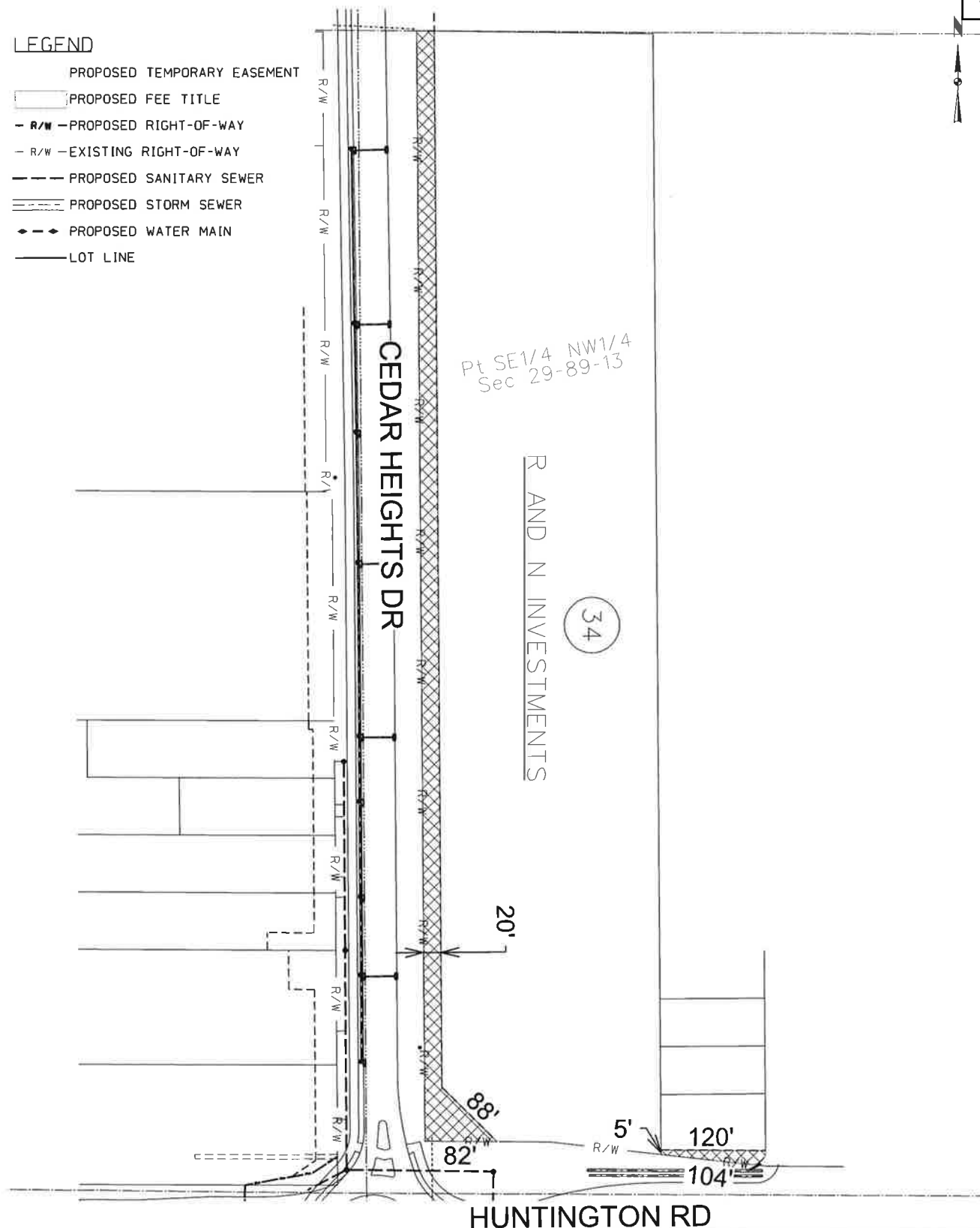
This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- ◆◆◆ PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
PARCEL 34 - R AND N INVESTMENTS

SCALE:
1" = 160'

DATE:
10/01/2019

PROJECT #:
STBG-SWAP-1185()-SG-07



CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT

Property Address: 5125 Millenium Drive

County Tax Parcel No: 8913-29-176-030

Parcel Number: 37

Project Name: CEDAR HEIGHTS DRIVE PCC
PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185)--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this 6th day of April, 2020,
by and between MICHAEL D. BLACKWELL, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>470.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>470.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Temporary Easement	<u>1,308</u>	sq. ft.		\$ <u>470.00</u>
Permanent Easement	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Buildings				\$ <u>0.00</u>
Severance Damages				\$ <u>0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Michael D. Blackwell

Michael D. Blackwell

Date

4-16-2020

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 4-16-2020

_____(Date) by MICHAEL D. BLACKWELL

[Signature]
Signature of notarial officer



BUYER'S APPROVAL

By: _____
Robert M Green, Mayor (date)

ATTEST:

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 37 - MICHAEL D BLACKWELL

SCALE:
1" = 40'

DATE:
04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 2020, by MICHAEL D. BLACKWELL (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Michael D. Blackwell 4-16-2020
MICHAEL D. BLACKWELL Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 4-16, 2020

By MICHAEL D. BLACKWELL Name(s) of individual(s)

[Handwritten Signature]

Signature of notarial officer



Brian Deprez
Printed name of notarial officer

9-1-20
My commission expires

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this ____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

This instrument was acknowledged before me on _____,
20__, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the
City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

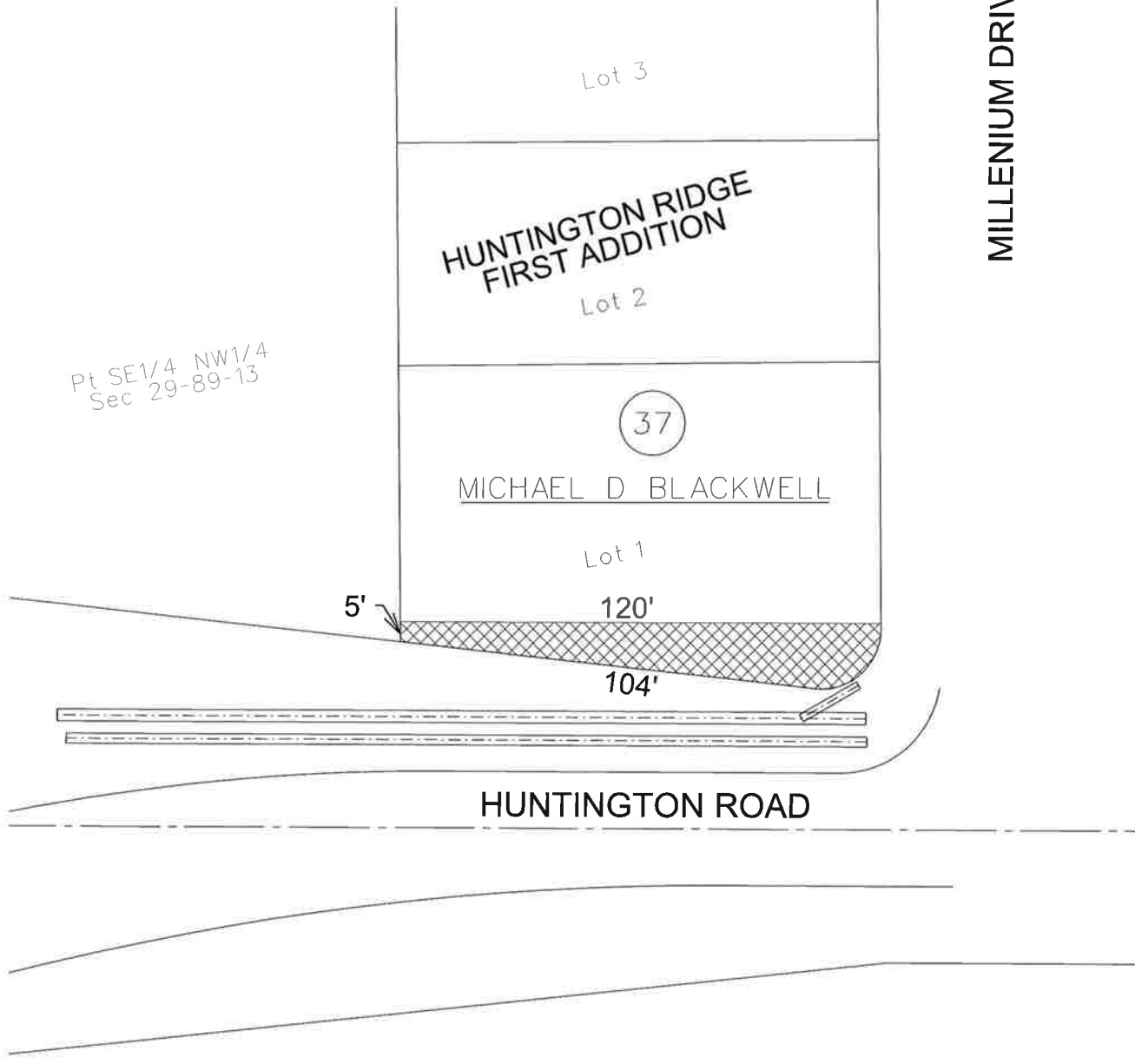
My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY



MILLENNIUM DRIVE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION

PARCEL 37 - MICHAEL D BLACKWELL

SCALE:
1"= 40'

DATE:
04/01/2020

PROJECT #:
STBG-SWAP-1185()-SG-07



Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
 For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
 (319) 273-8600

**CITY OF CEDAR FALLS
 TENANT PURCHASE AGREEMENT**

Property Address: 5019 Cedar Heights Drive **County Tax Parcel No:** 8913-29-151-017
Parcel Number: 7 **Project Name:** Cedar Heights Drive Reconstruction Project
Project Number STP-SWAP-1185(652)—sG-07

THIS AGREEMENT entered into this ____ day of _____, 2020, **by and between BRENT BERGMAN, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: OWL INVESTMENTS, LLC

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground

storage tank on the premises, except:

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Brent Bergman 4/15/20 _____
 Brent Bergman Date Name Date

For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on April 15, 2020

_____ (Date) by Brent Bergman

Name(s) of individual(s)

[Signature]
 Signature of notarial officer



Brian Deprez
 Printed name of notarial officer

9-1-20
 My commission expires

BUYER'S APPROVAL

By: _____
Robert M. Green, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2020, by Robert M.Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 07 - OWL INVESTMENTS LLC

SCALE: 1"= 20'
 DATE: 10/01/2019
 Revised 04/01/2020
 PROJECT #: STBG-SWAP-1185()-SG-07



Prepared by: Snyder & Associates, Inc., 2727 SW Snyder Blvd., Ankeny, IA 50023
 For: City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613

(515) 964-2020
 (319) 273-8600

**CITY OF CEDAR FALLS
 TENANT PURCHASE AGREEMENT**

Property Address: 5011 Cedar Heights Drive **County Tax Parcel No:** 8913-29-151-017
Parcel Number: 8 Project Name: Cedar Heights Drive Reconstruction Project
Project Number STP-SWAP-1185(652)—sG-07

THIS AGREEMENT entered into this ____ day of _____, 2020, by and between BRENT BERGMAN, Seller and the City of Cedar Falls, Iowa, Buyer.

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Kenneth R. & Alice Lynn White

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition and Temporary Easement as shown on the attached Acquisition Plat and Temporary easement are plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground

Page 1 of 3

storage tank on the premises, except:

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Brent Bergman 4/15/20
 Brent Bergman Date

Name _____ Date _____

For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on April 15, 2020

(Date) by Brent Bergman

Name(s) of individual(s)

[Signature]
 Signature of notarial officer



Brian Deprez
 Printed name of notarial officer

9-1-20
 My commission expires

BUYER'S APPROVAL

By: _____
Robert M. Green, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 2020, by Robert M.Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- R/W - PROPOSED RIGHT-OF-WAY
- R/W - EXISTING RIGHT-OF-WAY
- LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION
 PARCEL 08 - KENNETH R. & ALICE LYNN WHITE,

SCALE: 1" = 20'
 DATE: 10/01/2019
 PROJECT #: STBG-SWAP-1185()-SG-07



**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 29th, 2020

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Prairie Winds 5th Addition
Panther Farms, LLC

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Prairie Winds 5th Addition developed by Panther Farms, LLC, and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer

Prepared by: Steve Troskey, CGA Engineers: 16 East Main Street, Marshalltown, IA 50158

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Panther Farms, LLC (**Developer**), (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 22 day of June, 2020.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

Panther Farms, LLC

By: [Signature]
Printed Name & Title: Brent Dahlstrom, Manager

STATE OF IOWA)
) SS
COUNTY OF BLACKHAWK)

This instrument was acknowledged before me on the 22 day of June,
2020 by Brent Dahlstrom as manager of Panther Farms,
LLC.



[Signature]
Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACKHAWK)

This instrument was acknowledged before me on the _____ day of _____,
2020 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of
Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

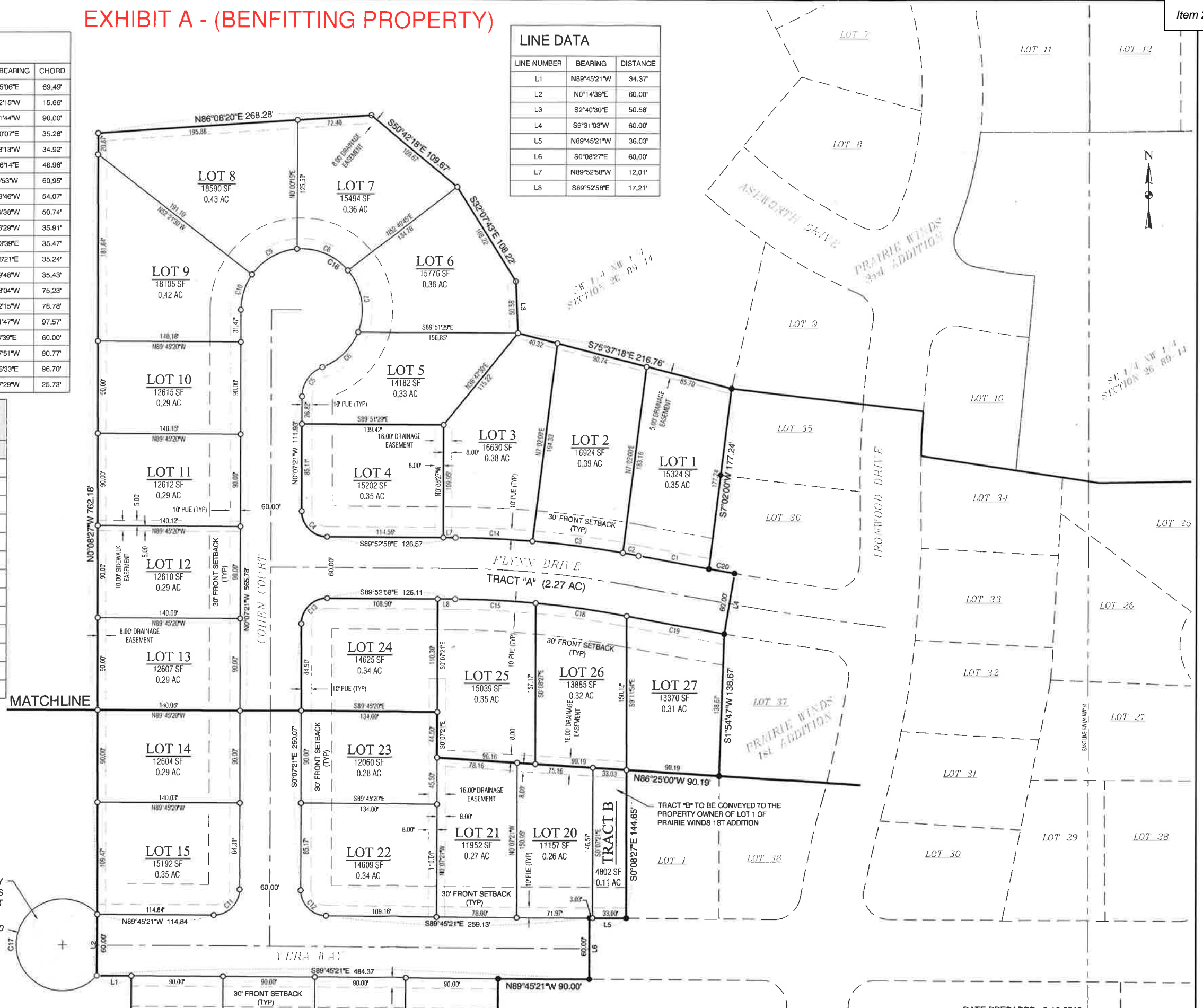
EXHIBIT A - (BENFITTING PROPERTY)

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	69.49'	3861.05'	1°01'52"	S79°35'06"E	69.49'
C2	15.66'	958.75'	0°58'09"	N79°32'15"W	15.66'
C3	90.03'	958.75'	5°22'50"	N82°41'44"W	90.00'
C4	39.16'	25.00'	89°45'33"	S45°00'07"E	35.28'
C5	37.18'	30.50'	69°51'08"	S34°48'13"W	34.92'
C6	50.45'	59.50'	48°35'06"	N45°26'14"E	48.96'
C7	63.99'	59.50'	61°37'08"	N9°39'53"W	60.95'
C8	56.12'	59.50'	54°02'38"	N67°29'46"W	54.07'
C9	52.42'	59.50'	50°28'35"	S60°14'38"W	50.74'
C10	36.48'	59.50'	35°07'41"	S17°26'29"W	35.91'
C11	39.43'	25.00'	90°22'00"	N45°03'39"E	35.47'
C12	39.11'	25.00'	89°38'00"	S44°56'21"E	35.24'
C13	39.37'	25.00'	90°14'18"	S44°59'48"W	35.43'
C14	75.25'	958.75'	4°29'49"	N87°38'04"W	75.23'
C15	78.81'	898.75'	5°01'27"	N87°22'15"W	78.78'
C16	259.46'	59.50'	249°5'10"	N55°11'47"W	97.57'
C17	217.07'	45.00'	276°23'04"	N0°14'39"E	60.00'
C18	90.81'	898.75'	5°47'21"	N81°57'51"W	90.77'
C19	96.70'	3921.05'	1°24'47"	S79°46'33"E	96.70'
C20	25.73'	3861.05'	0°22'55"	N80°17'29"W	25.73'

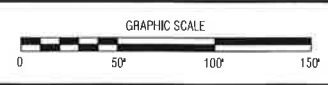
LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°45'21"W	34.37'
L2	N0°14'39"E	60.00'
L3	S2°40'30"E	50.58'
L4	S8°31'03"W	60.00'
L5	N89°45'21"W	36.03'
L6	S0°08'27"E	60.00'
L7	N89°52'58"W	12.01'
L8	S89°52'58"E	17.21'

SIDE YARD SETBACK	
LOT(S)	FEET
1	8.5'
2	9.0'
3	9.1'
4	11.0'
5	9.1'
6	8.7'
7	9.0'
8	8.6'
9	8.7'
10	9.0'
11	9.0'
12	9.0'
13	9.0'
14	9.0'

SIDE YARD SETBACK	
LOT(S)	FEET
15	11.0'
16	9.0'
17	9.0'
18	9.0'
19	9.0'
20	7.5'
21	7.8'
22	11.0'
23	9.0'
24	11.0'
25	9.6'
26	9.9'
27	9.5'



J:\5491-Prairie Winds 5th Addition Final Plat\Drawings\Survey\Final Plat\5491-Prairie Winds 5th Addition Sheet 2 Revised Cul-de-sac 6-9-2020.dwg - Sheet 2 - 05-19-20 - 7:56am - sj6325



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019	4	USPS DETAILS	SJC	6-19-2020
2	CITY COMMENTS	CAQ	9-30-2019				
3	REVISED CUL-DE-SAC	CAQ	6-10-2020				

CGA Cripps-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 PH: 641-783-8701
 www.cripps-garber.com

DESIGNED: _____ DATE: _____
 DRAWN: CAD DATE: 8-4-2018
 CHECKED: IRS DATE: 8-4-2018
 APPROVED: _____ DATE: _____

PRAIRIE WINDS 5TH ADDITION
 CEDAR FALLS, IOWA

DATE PREPARED : 8-12-2018

FINAL PLAT

PROJECT NO. 5491.05
 SHEET NO. 703
 2 OF 4

EXHIBIT B

(Legal Description of Facility)

Tract "A" and Tract "C" of Prairie Winds 1st Addition.

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.**
- 2) Four periodic inspections of system within first year of operation.**
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 1st, 2020

SUBJECT: Prairie Winds 5th Addition
Contract for Completion of Improvements
Project No. SU-196-3161

The developer of the above-mentioned project, Panther Farms, LLC, has requested Final Plat approval in order to proceed with the sale of lots in the development. Clapsaddle-Garber Associates, Inc., the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a performance bond in the amount of \$122,395.45 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the escrow account is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development

CONTRACT FOR COMPLETION OF IMPROVEMENTS
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between _____ Panther Farms, LLC _____, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named _____ Prairie Winds 5th Addition _____ in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$ 122,395.45 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$122,395.45 _____, issued by _____, Exhibit "C".
- D. Maintenance Bond in the amount of \$1,048,526.55 _____, issued by _____, Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

Panther Farms, LLC

By: [Signature]
Brian Wingert (name)
Manager (title)
"DEVELOPER"

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, City Clerk

(seal)

"CITY"

STATE OF IOWA)
) ss:
COUNTY OF)

This instrument was acknowledged before me on this 1 day of JULY, 2020 by Brian Wingert as Manager of Panther Farms, LLC.



Cali Sorbe
Notary Public in and for the State of Iowa
My commission expires: 4/16/2022

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____ day of _____, 20__, by Robert Green, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa
My commission expires: _____

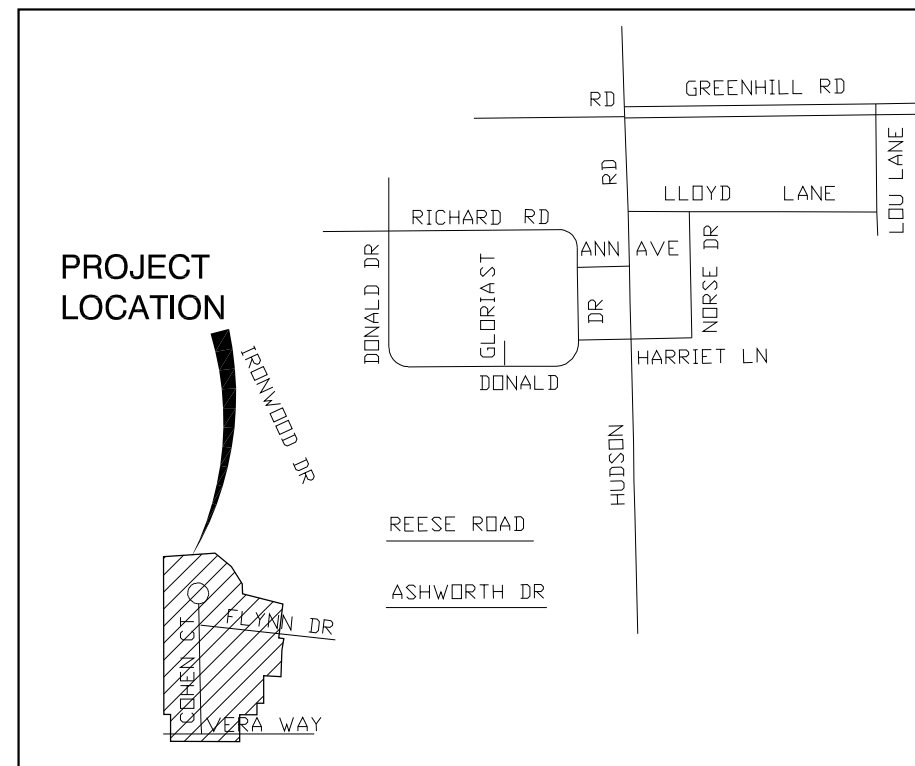
FINAL PLAT PRAIRIE WINDS 5TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
UNLESS OTHERWISE NOTED
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC
ID CAP #17162
- () RECORDED AS
PUE PUBLIC UTILITY EASEMENT

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN 10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.



VICINITY MAP
NOT TO SCALE

LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
TRAVIS R. STEWART, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
(641) 752-6701

OWNER/DEVELOPER

PANTHER FARMS L.L.C.
% BRIAN WINGERT
604 CLAY STREET
CEDAR FALLS, IOWA 50613

ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

SHEET INDEX

SHEET NO. 1 COVER SHEET
2 AND 3 FINAL PLAT

DESCRIPTION:

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE, S89°45'20"E 373.98' ALONG THE SOUTH LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE, N0°08'27"W 140.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N89°45'21"W 34.37' ALONG SAID SOUTH RIGHT OF WAY; THENCE, N0°14'39"E 60.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N0°08'27"W 762.19'; THENCE, N86°08'20"E 268.28'; THENCE, S50°42'18"E 109.67'; THENCE, S32°07'43"E 108.22'; THENCE, S2°40'30"E 50.58'; THENCE, S75°37'18"E 216.76' TO THE NORTHWEST CORNER OF LOT 35 OF A CERTAIN PARCEL OF LAND DESCRIBED AS PRAIRIE WINDS 1ST ADDITION AND RECORDED IN INSTRUMENT NO. 2014-00013156 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S7°02'00"W 177.24' ALONG THE WEST LINE OF LOTS 35 AND 36 OF SAID PRAIRIE WINDS 1ST ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 36, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF FLYNN DRIVE; THENCE, SOUTHEASTERLY 25.73' ALONG THE ARC OF A 3861.05' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S80°17'29"E AND A CHORD DISTANCE OF 25.73' ALONG THE NORTH RIGHT OF WAY LINE OF SAID FLYNN DRIVE; THENCE, S9°31'02"W 60.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID FLYNN DRIVE, ALSO BEING THE NORTHWEST CORNER OF LOT 37 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, S1°54'47"W 138.67' ALONG THE WEST LINE OF SAID LOT 37 THE SOUTHWEST CORNER OF SAID LOT 37, ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N86°25'00"W 90.19' ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE, S0°08'27"E 144.65' ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N89°45'21"W 36.03' ALONG THE NORTH RIGHT OF WAY LINE OF SAID VERA WAY; THENCE, S0°08'27"E 60.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID VERA WAY, ALSO BEING ON THE NORTH LINE OF TRACT "C" OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N89°45'16"W 90.00' ALONG THE NORTH LINE OF SAID TRACT "C" TO THE NORTHWEST CORNER OF SAID TRACT "C"; THENCE, S0°08'27"E 140.00' ALONG THE WEST LINE OF SAID TRACT "C" TO THE SOUTHWEST CORNER OF SAID TRACT "C", ALSO BEING A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, N89°45'20"W 360.00' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.14 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LINE DATA

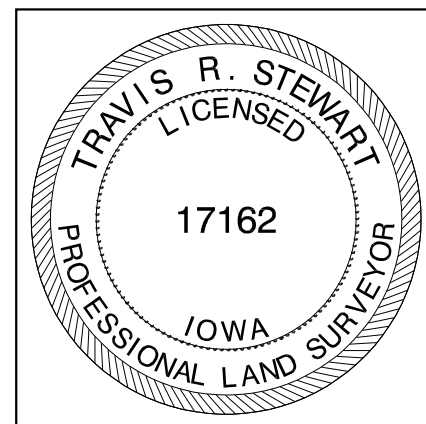
LINE NUMBER	BEARING	DISTANCE
L1	N89°45'21"W	34.37'
L2	N0°14'39"E	60.00'
L3	S50°42'18"E	109.67'
L4	S32°07'43"E	108.22'
L5	S2°40'30"E	50.58'
L7	S9°31'02"W	60.00' (N9°31'E 60.0)
L8	N86°25'00"W	90.19' (S86°25'E 90.2)
L9	N89°45'21"W	36.03' (S89°45 1/4'E 36.05)
L10	S0°08'27"E	60.00' (N0°08 1/2'W 60.0)
L11	N89°45'16"W	90.00' (S89°45 1/4'E 90.0)

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	25.73' (25.75)	3861.05' (3861.05)	0°22'55" (0°23)	S80°17'29"E (N80°17 1/2'W)	25.73' (25.75)

NW1/4 CORNER
SW1/4 NW1/4
SEC 26-89-14
FND 1/2" REBAR
w/ OPC #3641

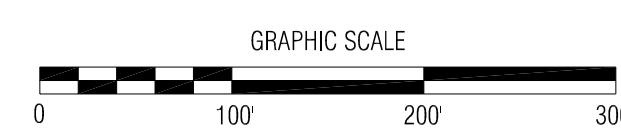
W1/4 CORNER
SEC 26-89-14
FND 1/2" REBAR
w/ YPC #12086
POINT OF
COMMENCEMENT



I hereby certify that this land surveying document was prepared and related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Travis R. Stewart, PLS
Date: _____
Iowa License Number 17162
My license renewal date is December 31, 2019

Pages or sheets covered by this seal: SHEETS 1 OF 3, 2 OF 3 AND 3 OF 3



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019				
2	CITY COMMENTS	CAQ	9-30-2019				



DESIGNED: - DATE: -
DRAWN: CAQ DATE: 8-4-2019
CHECKED: IRS DATE: 8-4-2018
APPROVED: - DATE: -

PRAIRIE WINDS 5TH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5491.05
SHEET NO. 1 OF 3

DATE PREPARED : 8-12-2018

J:\5491-Prairie Winds 5th Addition\Final Plat\Drawings\Final Plat\5491-Prairie Winds 5th Addition Sheet 1.dwg - Sheet 1 - 09-30-19 - 4:41 pm - cas288

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	69.49'	3861.05'	1°01'52"	S79°35'06"E	69.49'
C2	15.66'	958.75'	0°56'09"	N79°32'15"W	15.66'
C3	90.03'	958.75'	5°22'50"	N82°41'44"W	90.00'
C4	39.16'	25.00'	89°45'33"	S45°00'07"E	35.28'
C5	29.66'	25.00'	67°58'32"	S33°51'55"W	27.95'
C6	43.12'	55.00'	44°55'15"	N45°23'34"E	42.03'
C7	58.39'	55.00'	60°49'43"	N7°28'55"W	55.69'
C8	50.20'	55.00'	52°17'56"	N64°02'44"W	48.48'
C9	50.05'	55.00'	52°08'35"	S63°44'00"W	48.34'
C10	36.27'	55.00'	37°47'03"	S18°46'11"W	35.62'
C11	39.43'	25.00'	90°22'00"	N45°03'39"E	35.47'
C12	39.11'	25.00'	89°38'00"	S44°56'21"E	35.24'
C13	39.37'	25.00'	90°14'18"	S44°59'48"W	35.43'
C14	75.25'	958.75'	4°29'49"	N87°38'04"W	75.23'
C15	78.81'	898.75'	5°01'27"	N87°22'15"W	78.78'
C16	238.04'	55.00'	247°58'32"	N56°08'05"W	91.21'
C17	217.07'	45.00'	276°23'04"	N0°14'39"E	60.00'
C18	90.81'	898.75'	5°47'21"	N81°57'51"W	90.77'
C19	96.70'	3921.05'	1°24'47"	S79°46'33"E	96.70'
C20	25.73'	3861.05'	0°22'55"	N80°17'29"W	25.73'

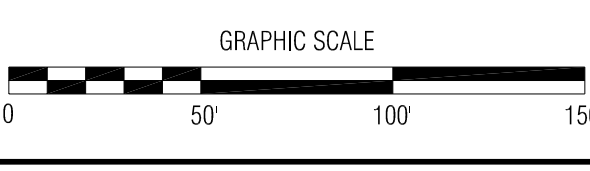
SIDE YARD SETBACK	
LOT(S)	FEET
1	8.5'
2	9.0'
3	9.1'
4	11.0'
5	9.1'
6	8.1'
7	8.4'
8	8.3'
9	9.1'
10	9.0'
11	9.0'
12	9.0'
13	9.0'
14	9.0'

SIDE YARD SETBACK	
LOT(S)	FEET
15	11.0'
16	9.0'
17	9.0'
18	9.0'
19	9.0'
20	7.5'
21	7.8'
22	11.0'
23	9.0'
24	11.0'
25	9.6'
26	9.9'
27	9.5'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°45'21"W	34.37'
L2	N0°14'39"E	60.00'
L3	S2°40'30"E	50.58'
L4	S9°31'03"W	60.00'
L5	N89°45'21"W	36.03'
L6	S0°08'27"E	60.00'
L7	N89°52'58"W	12.01'
L8	S89°52'58"E	17.21'



J:\5491-Prairie Winds 5th Addition Final Plat\Drawings\Final Plat\5491-Prairie Winds 5th Addition Sheet 2.dwg - Sheet 2 - 10-01-19 - 3:34pm - caq288



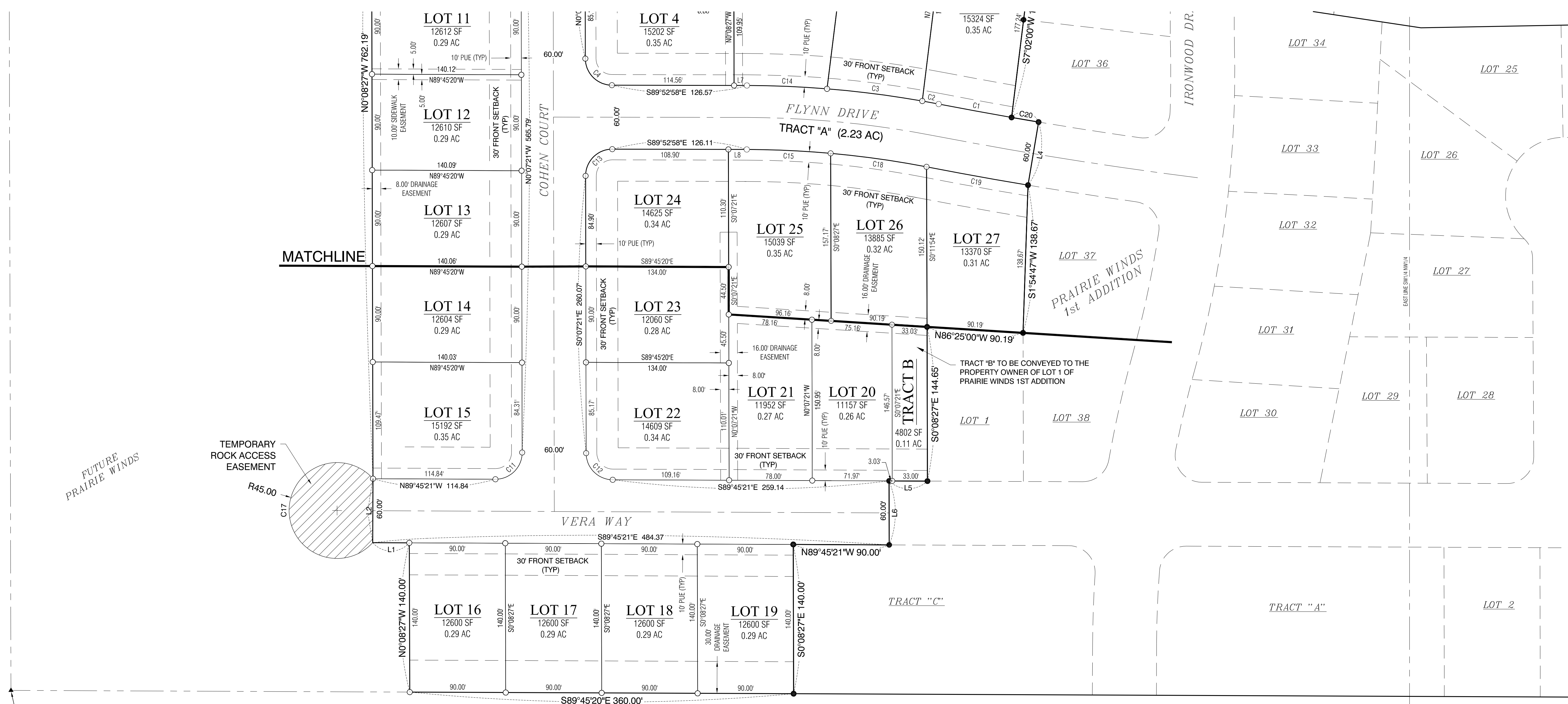
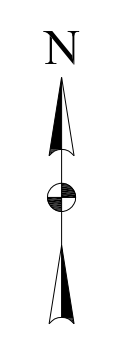
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019				
2	CITY COMMENTS	CAQ	9-30-2019				

CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: - DATE: -
 DRAWN: CAQ DATE: 8-4-2018
 CHECKED: IRS DATE: 8-4-2018
 APPROVED: - DATE: -

PRAIRIE WINDS 5TH ADDITION
 CEDAR FALLS, IOWA

DATE PREPARED : 8-12-2018
FINAL PLAT
 PROJECT NO. 5491.05
 SHEET NO. 2 OF 3



W1/4 CORNER
 SEC 26-89-14
 FND 1/2" REBAR
 w/ YPC #12086

FUTURE
 PRAIRIE WINDS

PRAIRIE WINDS
 1st ADDITION

J:\5491-Prairie Winds 5th Addition Final Plat\dwg\Survey\Final\Plan\5491-Prairie Winds 5th Addition Sheet 2.dwg - Sheet 3 - 10-01-19 - 3:35pm - car288



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019				
2	CITY COMMENTS	CAQ	9-30-2019				

CGA Clapsaddle-Garber Associates, Inc.
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DESIGNED: -	DATE: -
DRAWN: CAQ	DATE: 8-4-2018
CHECKED: IRS	DATE: 8-4-2018
APPROVED: -	DATE: -

PRAIRIE WINDS 5TH ADDITION
 CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED : 8-12-2018

PROJECT NO.	5491.05
SHEET NO.	3 OF 3

PERFORMANCE BOND

PROJECT: PRAIRIE WINDS 5TH ADDITION

OWNER: PANTHER FARMS, LLC

DATE: Work updated 4/24/2020

Prices updated 6/23/20

				Dave Schmitt Construction			
ITEM NO.	ITEM	UNIT	PLAN TOTAL	UNIT PRICE	TOTAL ESTIMATE	UNIT REMAINING	COST REMAINING
1.01	Mobilization	LS	1	\$ 14,500.00	\$ 14,500.00	0	\$ -
1.02	Traffic Control	LS	1	\$ 600.00	\$ 600.00	0	\$ -
1.03	Permanent Signing	SF	50	\$ 20.00	\$ 1,000.00	1	\$ 1,000.00
1.04	Permanent Posts	LF	25	\$ 8.00	\$ 200.00	1	\$ 200.00
1.05	Permanent Road Closure	EA	1	\$ 750.00	\$ 750.00	1	\$ 750.00
2.01	Excavation, Class 10	CY	15,501	\$ 10.15	\$ 40,700.00	0	\$ -
2.02	Strip, Salvage and Spread Topsoil, 8"	CY	12,397	\$ 20.00	\$ 247,940.00	607.453	\$ 12,149.06
2.03	Subgrade Preparation, 12"	SY	6,903	\$ 2.45	\$ 16,912.35	0	\$ -
2.04	Subbase, Granular, 6"	SY	6,484	\$ 8.15	\$ 52,844.60	0	\$ -
2.05	Macadam Stone, 8"	SY	419	\$ 10.95	\$ 4,588.05	0	\$ -
2.06	Modified Subbase, 4"	SY	419	\$ 6.10	\$ 2,555.90	0	\$ -
4.005	Storm Sewer Removal, 30"	LF	60	\$ 6.40	\$ 384.00	0	\$ -
4.01	Storm Sewer, Trenched, RCP, 18"	LF	62	\$ 58.00	\$ 3,596.00	0	\$ -
4.02	Storm Sewer, Trenched, RCP, 24"	LF	119	\$ 76.00	\$ 4,751.50	0	\$ -
4.03	Storm Sewer, Trenched, RCP, 36"	LF	62	\$ 100.00	\$ 6,200.00	0	\$ -
4.04	Storm Sewer, Trenched, HDPE, 18"	LF	104	\$ 43.70	\$ 3,452.30	0	\$ -
4.05	Storm Sewer, Trenched, HDPE, 24"	LF	586	\$ 46.50	\$ 26,505.00	0	\$ -
4.06	Storm Sewer, Trenched, HDPE, 36"	LF	241	\$ 72.40	\$ 17,448.40	0	\$ -
4.07	Apron, 18" CMP	EA	1	\$ 505.00	\$ 505.00	0	\$ -
4.08	Sanitary Sewer, Trenched, Truss, 8"	LF	1511	\$ 34.90	\$ 52,733.90	0	\$ -
4.09	Sanitary Sewer Service, Trenched, PVC, 4"	LF	1058	\$ 28.00	\$ 29,624.00	0	\$ -
4.10	Subdrain, 6"	LF	3090	\$ 12.60	\$ 38,934.00	0	\$ -
5.01	Water Main, Trenched, Truss, 8"	LF	1610	\$ 53.00	\$ 53,157.60	0	\$ -
5.02	Water Main, MJ Valve, 8"	EA	7	\$ 1,375.00	\$ 9,625.00	0	\$ -
5.03	Water Main, MJ Tee, 8"x8"	EA	2	\$ 525.00	\$ 1,050.00	0	\$ -
5.031	Water Main, 90 Bend 8"	EA	1	\$ 600.00	\$ 600.00	0	\$ -
5.032	Water Main, 22.5 Bend 8"	EA	1	\$ 600.00	\$ 600.00	0	\$ -
5.04	Fire Hydrant Assembly	EA	3	\$ 4,385.00	\$ 13,155.00	0	\$ -
5.05	Relocate Existing Dead End Fire Hydrant Assembly	EA	2	\$ 1,095.00	\$ 2,190.00	0	\$ -
5.06	Remove Existing Dead End Fire Hydrant Assembly	EA	2	\$ 470.00	\$ 940.00	0	\$ -
5.07	Connection to Existing Watermain	EA	2	\$ 665.00	\$ 1,330.00	0	\$ -
5.08	Water Main Service	LF	898	\$ 24.15	\$ 21,686.70	0	\$ -
6.01	Sanitary, Manhole, Type SW-301, 48" Dia.	EA	6	\$ 4,105.00	\$ 24,630.00	0	\$ -
6.02	Sanitary, Manhole, Type SW-301, 60" Dia.	EA	1	\$ 7,085.00	\$ 7,085.00	0	\$ -
6.03	Storm, Manhole, Type SW-401, 48" Dia.	EA	2	\$ 3,330.00	\$ 6,660.00	0	\$ -
6.04	Storm, Manhole, Type SW-401, 60" Dia.	EA	2	\$ 4,530.00	\$ 9,060.00	0	\$ -
6.05	Storm, Intake, Type SW-507	EA	6	\$ 4,576.00	\$ 27,456.00	3	\$ 13,728.00
6.06	Storm, Intake, Type SW-509	EA	2	\$ 5,250.00	\$ 10,500.00	1	\$ 5,250.00
6.07	Storm, Intake, Type SW-510, Modified	EA	2	\$ 7,175.00	\$ 14,350.00	1	\$ 7,175.00
6.08	Storm, Intake, Type SW-512, 30"	EA	2	\$ 1,870.00	\$ 3,740.00	0	\$ -
7.01	Pavement, PCC, Class C, 7"	SY	5801	\$ 41.25	\$ 239,291.25	976.888485	\$ 40,296.65
7.02	Sidewalk, PCC, 6"	SY	63	\$ 85.00	\$ 5,355.00	63	\$ 5,355.00
7.03	Detectable Warning Device	SF	96	\$ 25.00	\$ 2,400.00	96	\$ 2,400.00
9.01	Seeding, Fertilizing, and Mulching	AC	11	\$ 1,295.00	\$ 14,245.00	5.5	\$ 7,122.50
9.02	Silt Fence, Installation	LF	3500	\$ 1.75	\$ 6,125.00	0	\$ -
9.03	Silt Fence, Removal of Sediment	LF	3500	\$ 0.75	\$ 2,625.00	3500	\$ 2,625.00
9.04	Silt Fence, Removal of Device	LF	3500	\$ 0.75	\$ 2,625.00	3500	\$ 2,625.00
9.05	Inlet Protection Device	EA	11	\$ 95.00	\$ 1,045.00	11	\$ 1,045.00
9.06	Inlet Protection Device, Maintenance	EA	11	\$ 25.00	\$ 275.00	11	\$ 275.00
					\$ 1,048,526.55		\$ 101,996.21

Prepared By: Adam C. Daters
 Adam C. Daters, PE

MAINTENANCE BOND

PROJECT: PRAIRIE WINDS 5TH ADDITION
 OWNER: PANTHER FARMS, LLC
 LETTING: November 5, 2019

Dave Schmitt Construction

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL ESTIMATE
1.01	Mobilization	LS	1	\$ 14,500.00	\$ 14,500.00
1.02	Traffic Control	LS	1	\$ 600.00	\$ 600.00
1.03	Permanent Signing	SF	50	\$ 20.00	\$ 1,000.00
1.04	Permanent Posts	LF	25	\$ 8.00	\$ 200.00
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5.0325	Water Main, 90 Bend 8"	EA	1	\$ 600.00	\$ 600.00
5.035	Water Main, 22.5 Bend 8"	EA	1	\$ 600.00	\$ 600.00
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5.05	Relocate Existing Dead End Fire Hydrant Assembly	EA	2	\$ 1,095.00	\$ 2,190.00
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9.06	Inlet Protection Device, Maintenance	EA	11	\$ 25.00	\$ 275.00
					\$ 1,048,526.55

Prepared By: Adam C. Daters
 Adam C. Daters, PE



POWER OF ATTORNEY

No. SY98081

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

One Hundred Twenty Two Thousand Three Hundred Ninety Five and 45/100 Dollars (\$122,395.45)

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 26th day of June, 2020.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss: COUNTY OF POLK

On this 26th day of June, 2020, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Tami M. Soda-Good

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 26th day of June, 2020.

Dalene Holland

Dalene Holland, Secretary



PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, **Panther Farms, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of **One Hundred Twenty Two Thousand Three Hundred Ninety Five and 45/100** dollars (\$ **122,395.45**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named **Prairie Winds 5th Addition** in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Division 1 - Grading, Paving, & Earthwork

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

The Principal shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Principal and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

3. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Principal in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed.

The Principal and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

In the event the City incurs any “outlay and expense” in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer’s office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract is hereby made a part of this Bond.


Project No. _____

Witness our hands, in triplicate, this 26th day of June, 2020.

PRINCIPAL:

Panther Farms, LLC

Principal

By:  _____
Signature

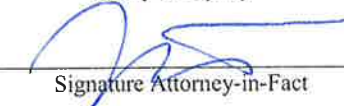
Manager

Title

SURETY:

IMT Insurance Company

Surety Company

By:  _____
Signature Attorney-in-Fact

Jason Styve, Attorney-in-Fact

Printed Name of Attorney-in-Fact

IMT Insurance Company

Surety Company Name

7825 Mills Civic Parkway

Surety Company Address

West Des Moines, IA 50266

City, State, Zip Code

1-800-274-3531 ext. 816

Surety Company Telephone Number



NOTE:

1. All signatures on this performance and payment bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

01278948-1\110283-000



POWER OF ATTORNEY

No. SY98080

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

One Million Forty Eight Thousand Five Hundred Twenty Six & 55/100 Dollars (\$1,048,526.55)

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 26th day of June, 2020.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss:
COUNTY OF POLK }

On this 26th day of June, 2020, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Tami M. Soda-Good

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 26th day of June, 2020.

Dalene Holland

Dalene Holland, Secretary



SURETY BOND NO. SY98080**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, **Panther Farms, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of **One Million Forty Eight Thousand Five Hundred Twenty Six & 55/100** dollars (\$ **1,048,526.55**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the **26th** day of **June**, **2020**; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Prairie Winds 5th Addition, Division 1
Grading, Paving, and Earthwork

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 26th day of June, 2020.

Countersigned By:

[Signature]
Signature of Agent

Jason Styve

Printed Name of Agent

Performance Insurance & Financial Services, LLC

Company Name

500 New York Avenue

Company Address

Des Moines, IA 50313

City, State, Zip Code

1-515-309-9500

Company Telephone Number

PRINCIPAL:

Panther Farms, LLC

Principal

By: [Signature]
Signature
member
Title

SURETY:

IMT Insurance Company

Surety Company

By: [Signature]
Signature of Attorney-in-Fact

Jason Styve

Printed Name of Attorney-in-Fact

IMT Insurance Company

Company Name

PO Box 1336

Company Address

Des Moines, IA 50306-1336

City, State, Zip Code

1-515-327-2844

Company Telephone Number



NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 29th, 2020

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Pheasant Hollow 7th Addition
White Coat Series II, LLC

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Pheasant Hollow 7th Addition developed by White Coat Series II, LLC, and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works
David Wicke, City Engineer

Prepared by: Steve Troskey, CGA Engineers: 16 East Main Street, Marshalltown, IA 50158

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **White Coat Series II, LLC**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 26 day of ~~Monday~~ JUNE, 2020.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

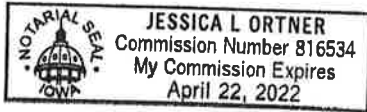
IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

White Coat Series II, LLC

By: Ryan Borgwardt
Printed Name & Title: RYAN BORGWARDT, PRESIDENT

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 25th day of June, 2020 by Ryan Borgwardt as President of White Coat Series II, LLC.



Jessica L. Ortner
Notary Public in and for the State of IA

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

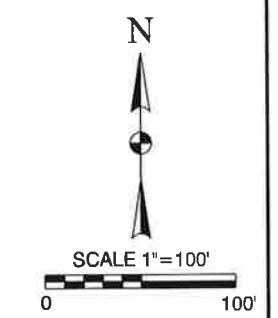
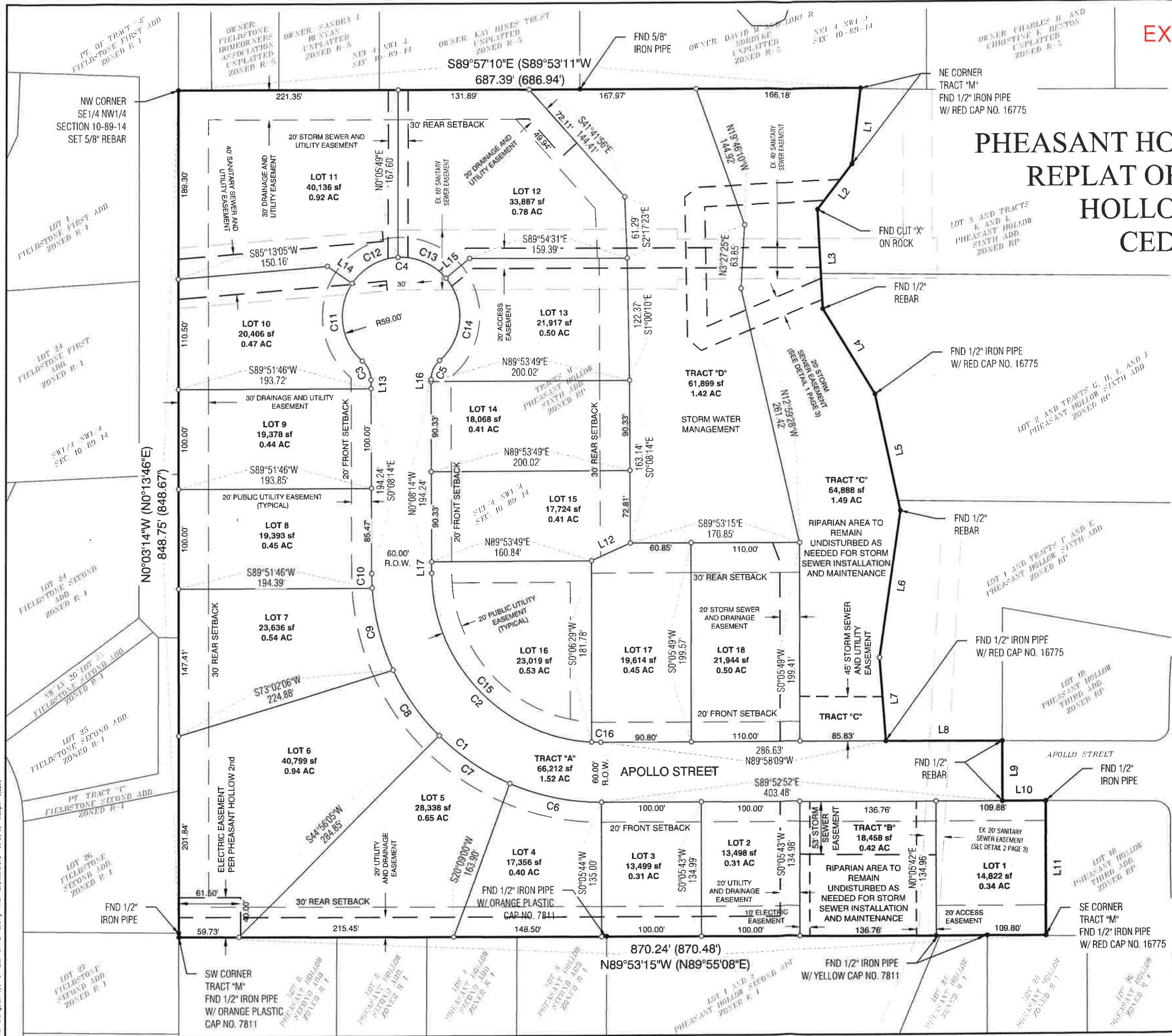
STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2020 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

EXHIBIT A - (BENEFITTING PROPERTY)

FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



Toll Free (800) 542-7981 www.cgaconsultants.com	
DRAWN	SHEET NO.
BMC/SJC	2 OF 3
DATE	PROJECT NO.
05-19-2020	5748.05

EXHIBIT B
(Legal Description of Facility)
Tract D of Pheasant Hollow Seventh Addition.

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.**
- 2) Four periodic inspections of system within first year of operation.**
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 1st, 2020

SUBJECT: Pheasant Hollow 7th Addition
Contract for Completion of Improvements
Project No. SU-379-3207

The developer of the above-mentioned project White Coast LLC Series II, has requested Final Plat approval in order to proceed with the sale of lots in the development. Clapsaddle-Garber Associates, Inc., the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a performance bond in the amount of \$394,034.55 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the escrow account is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development

CONTRACT FOR COMPLETION OF IMPROVEMENTS
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this 1st day of July, 2020, by and between White Coat Series II, LLC, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Pheasant Hollow Seventh Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$394,034.55 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$394,034.55, issued by BOND BROKERS, INC, Exhibit "C".
- D. Maintenance Bond in the amount of \$1,221,443.35, issued by BOND BROKERS, INC, Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

White Coat Series II, LLC

By: Ryan Borgwardt
Ryan Borgwardt (name)
Manager (title)
"DEVELOPER"

THE CITY OF CEDAR FALLS, IOWA

By: Robert M. Green, Mayor

Attest: Jacqueline Danielsen, City Clerk

(seal)

"CITY"

STATE OF IOWA)
) ss:
COUNTY OF)

This instrument was acknowledged before me on this 1st day of July, 2020, by Ryan Borgwardt as Manager of White Coat Series II, LLC.



Jessica L. Ortner
Notary Public in and for the State of Iowa
My commission expires: 4-22-22

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____ day of _____, 20____, by James P. Brown, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa
My commission expires: _____

PERFORMANCE BOND

PROJECT: PHEASANT HOLLOW (5748)

OWNER: CITY OF CEDAR FALLS

DATE: June 29, 2020

KOELKER EXCAVATING

ITEM NO.	ITEM	UNIT	PLAN TOTAL	UNIT PRICE	TOTAL ESTIMATE	UNIT REMAINING	COST REMAINING
1.01	Mobilization	LS	1	\$18,000.00	\$ 18,000.00	0.0	\$ -
2.01	Clearing and Grubbing	LS	1	\$11,700.00	\$ 11,700.00	0.0	\$ -
2.02	Topsoil, Onsite	CY	12,100	\$20.00	\$ 242,000.00	0.0	\$ -
2.03	Excavation, Class 10	CY	21,500	\$10.15	\$ 218,225.00	2500.0	\$ 25,375.00
2.04	Subgrade Preparation, 12"	SY	4,725	\$1.50	\$ 7,087.50	0.0	\$ -
2.05a	Subbase, Granular 12"	SY	1,010	\$14.75	\$ 14,897.50	0.0	\$ -
2.05b	Subbase, Granular 6"	SY	3,715	\$9.00	\$ 33,435.00	3715.0	\$ 33,435.00
4.01	Sanitary Sewer, Trenched, Truss, 8"	LF	846	\$51.40	\$ 43,484.40	0.0	\$ -
4.02	Sanitary Sewer, Service Stub, PVC, 4"	LF	1,002	\$29.80	\$ 29,859.60	0.0	\$ -
4.03	Water Stop Gasket & Non-Shrink Grout (ITEM ADDED REQ'D BY CITY)	EA	1	\$500.00	\$ 500.00	0.0	\$ -
4.04	Closed Cell, Styrofoam Insulation (ITEM ADDED REQ'D BY CITY)	LS	1	\$250.00	\$ 250.00	0.0	\$ -
4.05	Storm Sewer, Trenched, HDPE, 8"	LF	269	\$25.50	\$ 6,859.50	0.0	\$ -
4.06	Storm Sewer, Trenched, RCP, 15"	LF	185	\$51.50	\$ 9,527.50	0.0	\$ -
4.07	Storm Sewer, Trenched, Perf HDPE, 15"	LF	195	\$41.75	\$ 8,141.25	0.0	\$ -
4.08	Storm Sewer, Trenched, RCP, 18"	LF	135	\$58.00	\$ 7,830.00	0.0	\$ -
4.08a	Storm Sewer, Trenched, HDPE, 18"	LF	161	\$35.30	\$ 5,683.30	0.0	\$ -
4.09	Storm Sewer, Trenched, RCP, 24"	LF	77	\$76.00	\$ 5,852.00	0.0	\$ -
4.10	Storm Sewer, Trenched, HDPE, 24"	LF	193	\$57.75	\$ 11,145.75	0.0	\$ -
4.10a	Storm Sewer, Trenched, HDPE, 30"	LF	166	\$65.00	\$ 10,790.00	0.0	\$ -
4.11	Storm Sewer, Trenched, RCP, 48"	LF	160	\$170.00	\$ 27,200.00	0.0	\$ -
4.12	Pipe Apron, CMP, 8"	EA	4	\$339.90	\$ 1,359.60	0.0	\$ -
4.13	Pipe Apron, RCP, 18"	EA	1	\$927.00	\$ 927.00	0.0	\$ -
4.14	Pipe Apron, RCP, 24"	EA	1	\$1,519.00	\$ 1,519.00	0.0	\$ -
4.14a	Pipe Apron, RCP, 30"	EA	1	\$2,100.00	\$ 2,100.00	0.0	\$ -
4.15	Pipe Apron, RCP, 48"	EA	4	\$2,925.20	\$ 11,700.80	0.0	\$ -
4.16	Footing for Concrete Pipe Apron, RCP, 18"	EA	1	\$432.60	\$ 432.60	0.0	\$ -
4.17	Footing for Concrete Pipe Apron, RCP, 24"	EA	1	\$633.45	\$ 633.45	0.0	\$ -
4.17a	Footing for Concrete Pipe Apron, RCP, 30"	EA	1	\$850.00	\$ 850.00	0.0	\$ -
4.18	Footing for Concrete Pipe Apron, RCP, 48"	EA	4	\$854.90	\$ 3,419.60	0.0	\$ -
4.19	Rodent Guard, 8"	EA	4	\$56.70	\$ 226.80	4.0	\$ 226.80
4.20	Pipe Apron Guard, 18"	EA	1	\$782.80	\$ 782.80	1.0	\$ 782.80
4.21	Pipe Apron Guard, 24"	EA	1	\$937.30	\$ 937.30	1.0	\$ 937.30
4.21a	Pipe Apron Guard, 30"	EA	1	\$1,000.00	\$ 1,000.00	1.0	\$ 1,000.00
4.22	Pipe Apron Guard, 48"	EA	4	\$1,823.10	\$ 7,292.40	4.0	\$ 7,292.40
4.23	Subdrain, Perforated Plastic Pipe, 6"	LF	1,902	\$13.20	\$ 25,106.40	0.0	\$ -
4.24	Subdrain Cleanout, Perforated Plastic Pipe, 6"	EA	3	\$942.45	\$ 2,827.35	1.5	\$ 1,413.68
4.25	Subdrain Outlets and Connections, Type (CFD.01)	EA	25	\$175.10	\$ 4,377.50	0.0	\$ -
5.01	Water Main, Trenched, DIP, 8"	LF	950	\$53.00	\$ 50,350.00	0.0	\$ -
5.02	Water Main Service Pipe, Copper, 1"	LF	1,070	\$23.70	\$ 25,359.00	0.0	\$ -
5.03	Fitting, MJ Reducer, 8" x 6"	EA	1	\$448.10	\$ 448.10	0.0	\$ -
5.04	Fitting, MJ 11.25 DEG Bend, 8"	EA	3	\$427.50	\$ 1,282.50	0.0	\$ -
5.05	Fitting, MJ 22.5 DEG Bend, 8"	EA	4	\$432.60	\$ 1,730.40	0.0	\$ -
5.06	Fitting, MJ 45 DEG Bend, 8"	EA	4	\$0.00	\$ -	0.0	\$ -
5.07	Fire Hydrant Assembly	EA	3	\$4,532.00	\$ 13,596.00	0.0	\$ -
5.08	Fire Hydrant Adjustment	EA	1	\$1,957.00	\$ 1,957.00	0.0	\$ -
5.09	Connection to Existing Watermain	EA	1	\$669.50	\$ 669.50	0.0	\$ -
6.01	Sanitary, Manhole, Type SW-301, 48" DIA	EA	3	\$3,924.30	\$ 11,772.90	0.0	\$ -
6.02	Sanitary, Manhole, Type SW-301, 60" DIA	EA	1	\$6,736.20	\$ 6,736.20	0.0	\$ -
6.03	Sanitary, Manhole, Type SW-303, 60" DIA	EA	1	\$29,046.00	\$ 29,046.00	0.0	\$ -
6.04	Internal Chimney Seal, Sanitary Manhole	EA	6	\$999.10	\$ 5,994.60	6.0	\$ 5,994.60
6.05	Manhole Adjustment, Minor (Sanitary)	EA	1	\$1,787.10	\$ 1,787.10	1.0	\$ 1,787.10
6.06	Manhole Adjustment, Major (Sanitary)	EA	1	\$2,951.00	\$ 2,951.00	1.0	\$ 2,951.00
6.07	Core Drill, M.H. Wall for Connection of 8" Dia, Truss Pipe	EA	1	\$651.40	\$ 651.40	0.0	\$ -
6.08	Core Drill, M.H. Wall for Connection of 4" Dia, Service Pipe	EA	1	\$1,313.25	\$ 1,313.25	0.0	\$ -
6.09	Drop Connection for Sanitary Sewer Manhole, 8" D.I.P., 10.36' Vertical Drop	EA	1	\$4,047.90	\$ 4,047.90	0.0	\$ -
6-10	Drop Connection for Sanitary Sewer Manhole, 4" D.I.P., 7.70' Vertical Drop	EA	0	\$0.00	\$ -	0.0	\$ -
6.11	Storm Intake, Type SW-501	EA	8	\$3,841.00	\$ 30,728.00	4.0	\$ 15,364.00
6.12	Storm Intake, Type SW-505	EA	3	\$5,303.60	\$ 15,910.80	1.5	\$ 7,955.40
6.13	Storm Intake, Type SW-513, 48" (ALT 1 FOR NORTH STORM SEWER)	EA	1	\$3,307.50	\$ 3,307.50	0.5	\$ 1,653.75
6.14	Nyloplast Basin, 36" (ALT 1 FOR NORTH STORM SEWER)	EA	1	\$3,533.25	\$ 3,533.25	1.0	\$ 3,533.25
6.15	Connection to Existing Intake (Subdrain Connection)	EA	1	\$679.80	\$ 679.80	1.0	\$ 679.80
7.01	Pavement, PCC, Class C, 7"	SY	4,020	\$41.25	\$ 165,825.00	4020.0	\$ 165,825.00
7.02	Sidewalk, PCC, 4"	SY	155	\$47.00	\$ 7,285.00	155.0	\$ 7,285.00
8.01	Temporary Traffic Control	LS	1	\$975.00	\$ 975.00	1.0	\$ 975.00
9.01	Conventional Seeding, Seeding, Fertilizing and Mulching	AC	8.15	\$1,060.00	\$ 8,639.00	8.2	\$ 8,639.00
9.02	Temporary Seeding and Stabilization	AC	8.15	\$1,060.00	\$ 8,639.00	8.2	\$ 8,639.00
9.03	Silt Fence	LF	4,250	\$2.40	\$ 10,200.00	2350.0	\$ 5,640.00
9.04	Silt Fence, Maintenance Removal of Device	LF	4,250	\$0.30	\$ 1,275.00	4250.0	\$ 1,275.00
9.05	Stabilized Construction Entrance	LS	1	\$1,600.00	\$ 1,600.00	0.5	\$ 800.00
9.06	Inlet Protection Device, Sediment Intake Filter (CFD-04)	EA	15	\$110.00	\$ 1,650.00	11.0	\$ 1,210.00
9.07	Filtersock	LF	575	\$2.50	\$ 1,437.50	575.0	\$ 1,437.50
9.08	Temporary RECP, Type 2	SY	830	\$1.70	\$ 1,411.00	830.0	\$ 1,411.00
9.09	Rip Rap, Class D Revetment	TN	155	\$65.00	\$ 10,075.00	155.0	\$ 10,075.00
9.10	Turf Reinforcement Matting, Type 2 (ITEM ADDED REQ'D BY CITY)	SY	75	\$38.25	\$ 2,868.75	75.0	\$ 2,868.75
10.01	Removal of Existing Concrete	SY	10	\$25.00	\$ 250.00	10.0	\$ 250.00
11.01	Construction Survey	LS	1	\$6,500.00	\$ 6,500.00	0.1	\$ 650.00
11.02	Concrete Washout	EA	1	\$1,000.00	\$ 1,000.00	1.0	\$ 1,000.00
					\$ 1,221,443.35		\$ 328,362.13

Prepared By: 
Adam C. Daters, PE

FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA

LEGAL DESCRIPTION

TRACT "M" PHEASANT HOLLOW SIXTH ADDITION,
CITY OF CEDAR FALLS, IOWA FILE NO 2018-8122.

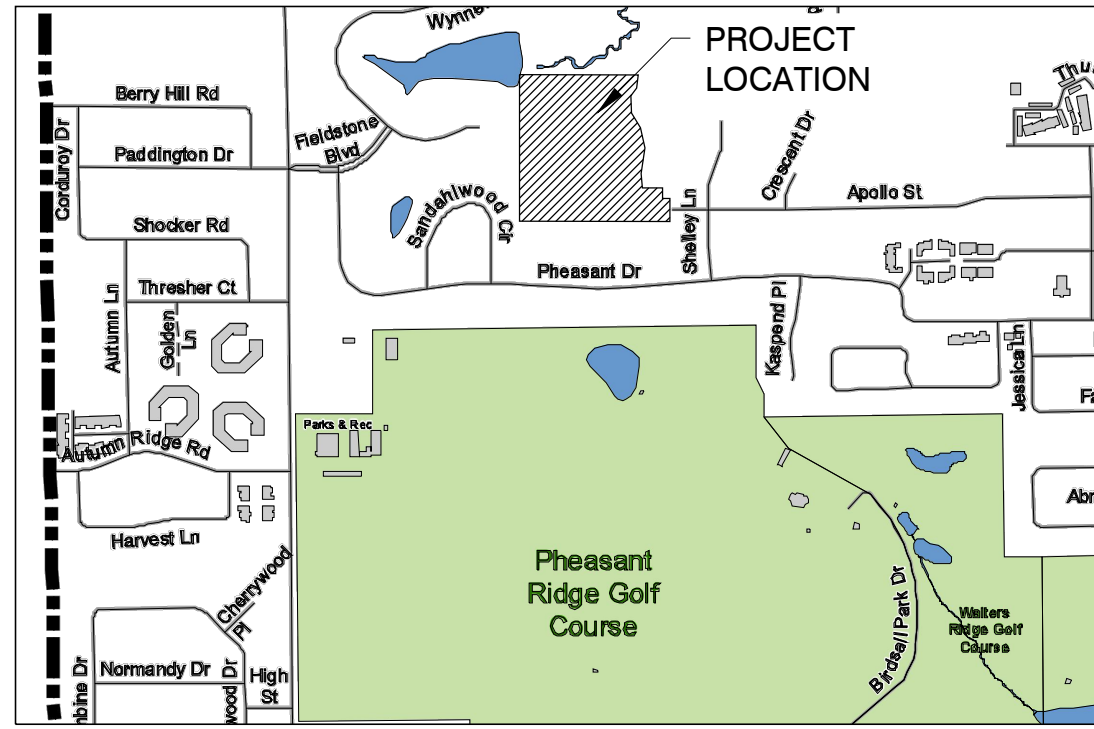
SETBACK DATA

FRONT YARD = 20 FT
REAR YARD = 30 FT
SIDE YARD* = 10% LOT WIDTH AT THE FRONT SETBACK LINE

*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.



LINE DATA				
LINE NUMBER	(BEARING)	(DISTANCE)	BEARING	DISTANCE
L1	(S8°28'32"W)	(76.68')	S6°37'21"W	76.57
L2	(S36°56'37"W)	(56.82')	S37°08'56"W	56.75
L3	(S3°11'10"E)	(99.27')	S2°43'15"E	99.44
L4	(S31°04'16"E)	(100.00')	S31°07'37"E	100.11
L5	(S12°32'57"E)	(119.35')	S12°12'49"E	119.59
L6	(S8°14'38"W)	(149.14')	S8°21'15"W	148.97
L7	(S4°35'37"E)	(83.82')	S4°15'30"E	83.82
L8	(N89°55'08"E)	(117.89')	S89°44'46"E	117.61
L9	(S0°04'52"E)	(60.00')	S0°04'00"W	60.16
L10	(N89°55'08"E)	(43.19')	S89°50'17"E	43.16
L11	(S0°04'52"E)	(135.00')	S0°12'18"W	135.00
L12			N65°47'52"E	42.91
L13			N0°08'14"W	8.77
L14			N55°52'10"W	30.46
L15			N50°01'52"E	30.55
L16			S0°08'14"E	2.04
L17			S0°08'14"E	11.54

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	361.72'	230.00'	90°06'30"	S45°02'09"E	325.58'
C2	266.92'	170.00'	89°57'39"	N44°54'25"W	240.34'
C3	21.42'	25.00'	49°05'48"	S24°41'08"E	20.77'
C4	286.48'	59.00'	278°11'54"	S89°51'55"W	77.26'
C5	21.42'	25.00'	49°06'06"	N24°24'49"E	20.78'
C6	94.90'	230.00'	23°38'28"	N78°16'10"W	94.23'
C7	86.09'	230.00'	21°26'49"	N55°43'32"W	85.59'
C8	80.83'	230.00'	20°08'11"	N34°56'02"W	80.42'
C9	85.36'	230.00'	21°15'46"	N14°14'03"W	84.87'
C10	14.54'	230.00'	3°37'16"	N1°47'32"W	14.53'
C11	85.89'	59.00'	83°24'21"	N7°32'05"W	78.50'
C12	54.83'	59.01'	53°14'12"	N60°47'36"E	52.88'
C13	54.21'	59.00'	52°38'29"	S66°15'39"E	52.32'
C14	91.55'	59.01'	88°53'31"	S4°30'33"W	82.64'
C15	257.71'	170.00'	86°51'28"	S43°21'19"E	233.74'
C16	9.21'	170.00'	3°06'11"	S88°20'09"E	9.21'

SURVEYOR

TRAVIS R. STEWART, P.L.S.
CLAPSADDLE-GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IOWA 50613
(319)266-0258

OWNERS OF RECORD

PHEASANT HOLLOW HOLDINGS INC
9055 BEAVER MEDAOWS LANE
CEDAR FALLS, IA 50613

ZONING INFORMATION:

CURRENT: RP (RESIDENTIAL PLANNED)

FLOOD ZONE

(ZONE X)
PANEL # 19013C0161F
EFFECTIVE DATE: JULY 18, 2011

SURVEY REQUESTED BY:

WHITE COAT SERIES II, LLC
4426 WYNNEWOOD DRIVE
CEDAR FALLS, IOWA 50613

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart, PLS _____ date
Iowa License Number 17162
My License Renewal Date is December 31, 2021
Pages or sheets covered by this seal: _____
SHEET 1 OF 3, SHEET 2 OF 3, AND SHEET 3 OF 3

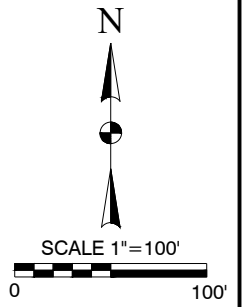
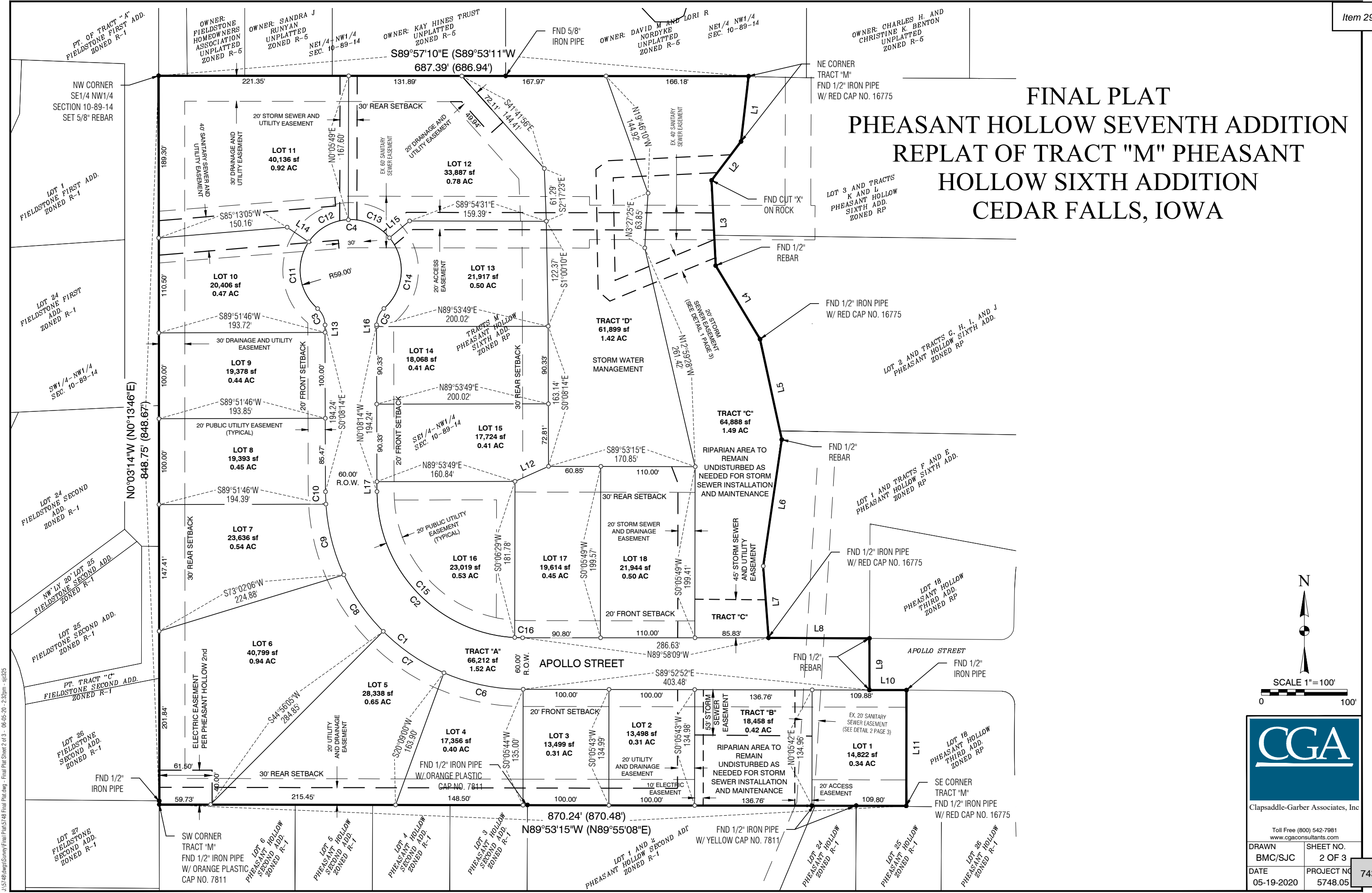
Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981
www.cgaconsultants.com

DRAWN	SHEET NO.
BMC/SJC	1 OF 3
DATE	PROJECT NO.
06-05-2020	5748.05

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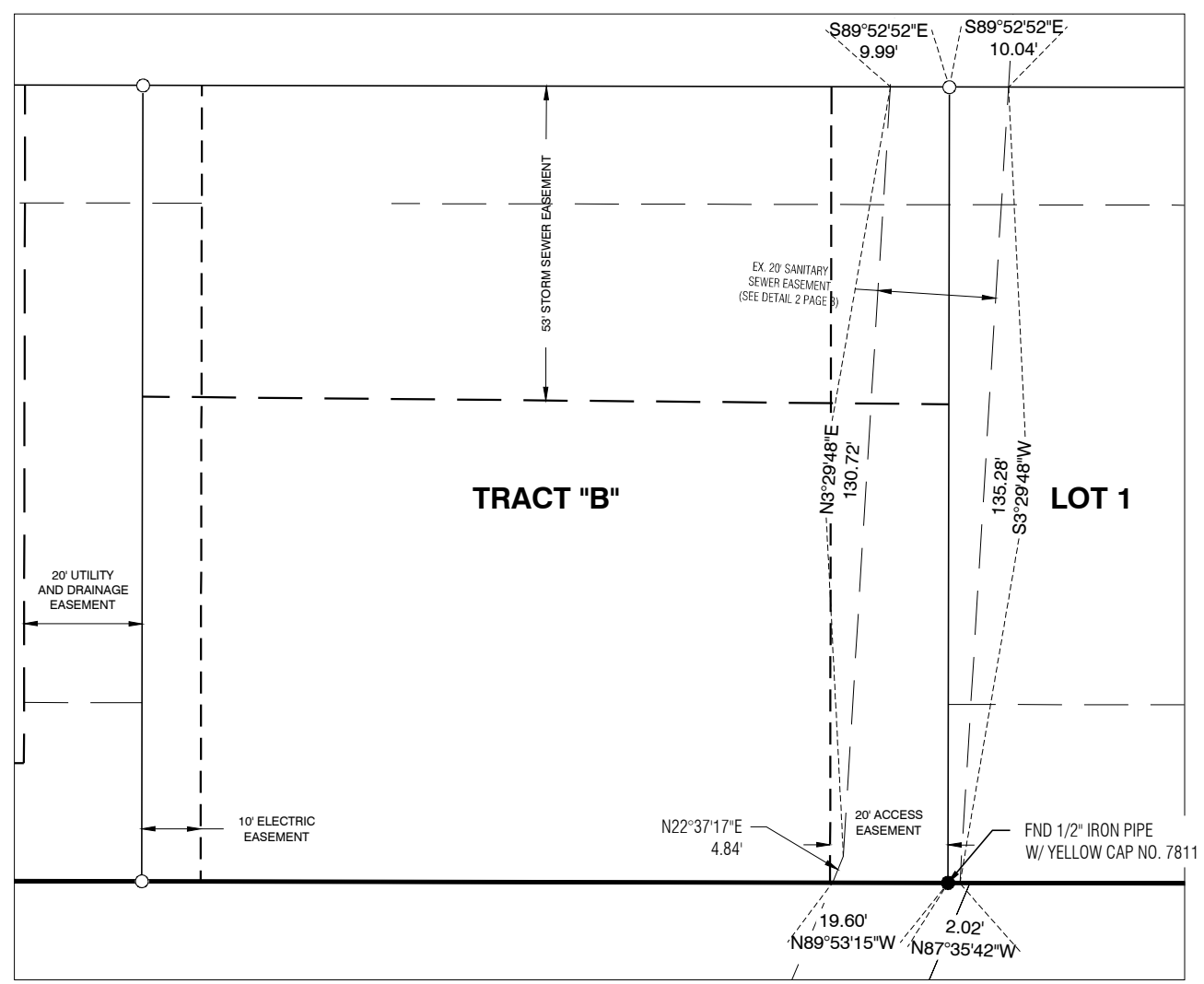
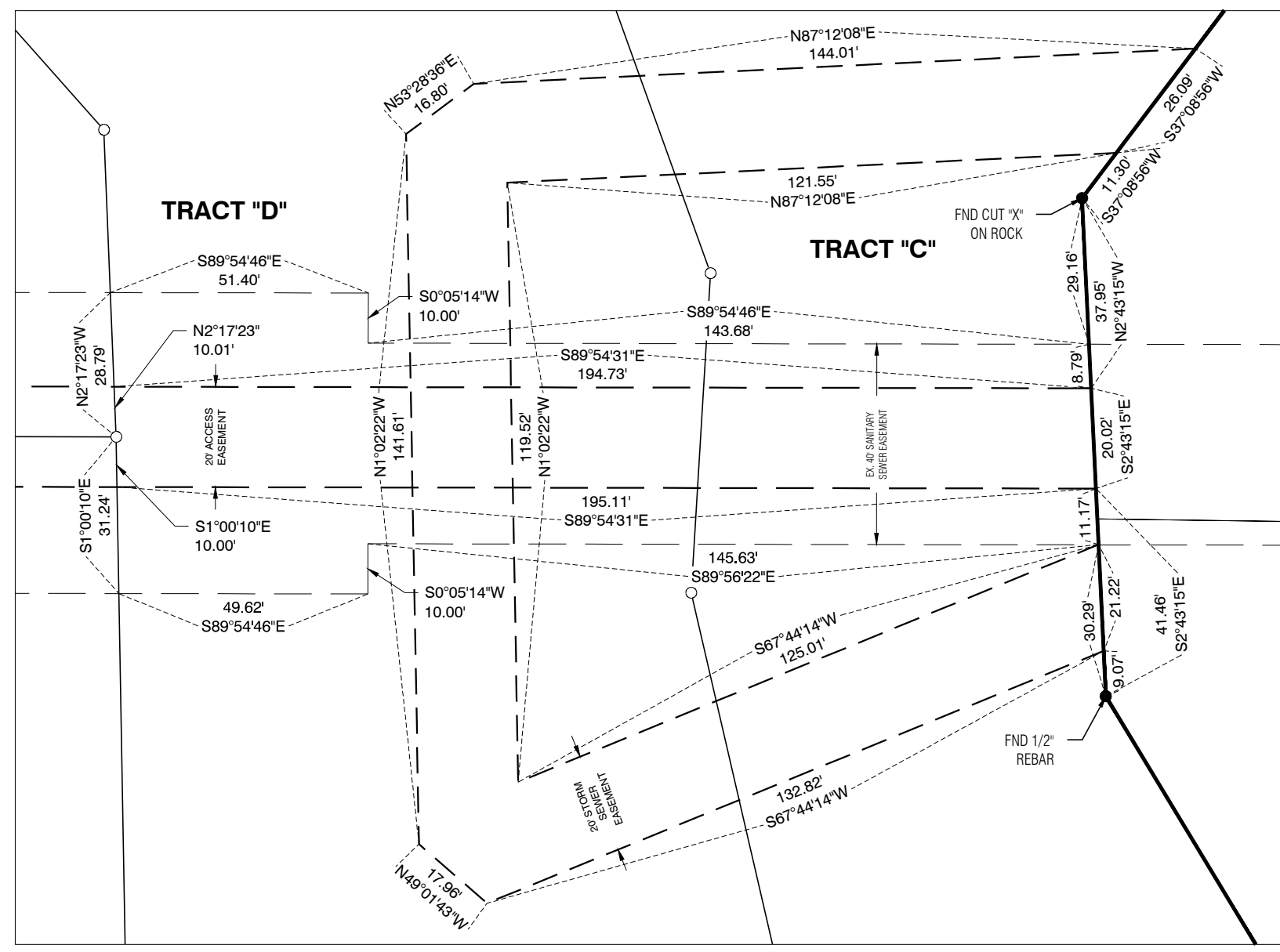
FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



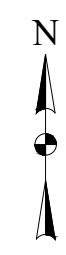
Clapsaddle-Garber Associates, Inc.	
Toll Free (800) 542-7981 www.cgaconsultants.com	
DRAWN BMC/SJC	SHEET NO. 2 OF 3
DATE 05-19-2020	PROJECT NO. 5748.05

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FINAL PLAT - PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



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Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981
www.cgaconsultants.com

DRAWN BMC/SJC	SHEET NO. 3 OF 3
DATE 05-19-2020	PROJECT NO. 5748.05

ORIGIN ID: LOTA (773) 736-2320 KAREN GENOFF BOND BROKERS INC 6180 N. CICERO AVENUE SUITE 610 CHICAGO, IL 60646 UNITED STATES US	SHIP DATE: 01 JUL 20 ACTWGT: 1.00 LB CAD: 5797102NET4220
TO KENT MCCAUSLAND 1957 FALCON RIDGE WATERLOO IA 50701 REF: (319) 830-1589 PC: NY DEPT:	BILL SENDER
TRK# 7708 5242 0199 0201	THU - 02 JUL 10:30A PRIORITY OVERNIGHT
XXALOA IA-US 50701 CID	
	
	
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3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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SURETY BOND NO. #6134998482

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

White Coat LLC Series II
Ryan Borgwardt of White Coat Series II, LLC
That we, _____, as Principal (hereinafter the "Principal") and **United States Fire Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of one million two hundred twenty one thousand four hundred forty three and 35/100 dollars (\$ 1,221,443.35), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Pheasant Hollow Seventh Addition
Division 1 - Grading, Paving, & Earthwork

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- I. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 1st day of July, 2020.

Countersigned By:

N/A

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

White Coat LLC Series II

Ryan Borgwardt of White Coat Series II,

Principal

By:

Signature
Manager

Title

SURETY:

United States Fire Insurance Company

Surety Company

By:

Signature of Attorney-in-Fact

Craig Sherman-Attorney-in-Fact

Printed Name of Attorney-in-Fact

United States Fire Insurance Company

Company Name

305 Madison Avenue

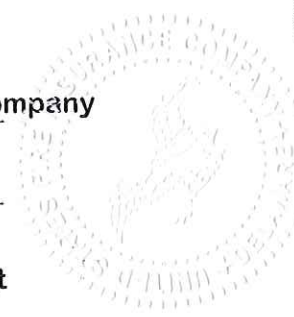
Company Address

Morristown, NJ 07962

City, State, Zip Code

973-490-6669

Company Telephone Number



NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000

STATE OF ILLINOIS (
COUNTY OF COOK (SS

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of United States Fire Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of United States Fire Insurance Company Incorporated in the State of Delaware for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

1st Day of July , 2020

My Commission Expires

[Handwritten signature of Karen N. Genoff]
NOTARY Karen N. Genoff



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Item 29.

07740

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Craig Sherman, Ted Sherman, Helen Nadirsha, Karen Genoff

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eighty Five Million Dollars (\$85,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

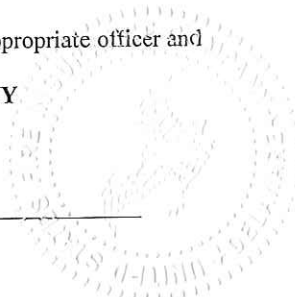
Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



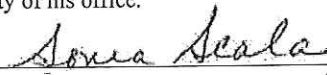
Anthony R. Slimowicz, Executive Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686


Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15th day of July 20 20

UNITED STATES FIRE INSURANCE COMPANY



Daniel Sussman, Senior Vice President



SURETY BOND NO. # 6134998473

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, Ryan Borgwardt of White Coat Series II, LLC, as Principal (hereinafter the "Principal") and United States Fire Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of Three Hundred Ninety Four Thousand Thirty Four Dollars and 55/100 dollars (\$ 394,034.55), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named Pheasant Hollow Seventh Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Pheasant Hollow Seventh Addition
Division 1 - Grading, Paving, & Earthwork

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

The Principal shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Principal and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

3. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Principal in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed.

The Principal and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

(CON'T – PERFORMANCE AND PAYMENT BOND)

In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer's office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract is hereby made a part of this Bond.

(CON'T – PERFORMANCE AND PAYMENT BOND)

Project No. _____

Witness our hands, in triplicate, this 1st day of July, 2020.

PRINCIPAL: White Coat LLC Series II

Ryan Borgwardt

Principal

By: _____
Signature

Manager

Title

SURETY:

United States Fire Insurance Company

Surety Company

By: _____
Signature Attorney-in-Fact

Craig Sherman-Attorney-in-Fact

Printed Name of Attorney-in-Fact

United States Fire Insurance Company

Surety Company Name

305 Madison Avenue

Surety Company Address

Morristown, NJ 07962

City, State, Zip Code

973-490-6669

Surety Company Telephone Number

NOTE:

1. All signatures on this performance and payment bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

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STATE OF ILLINOIS (
COUNTY OF COOK (SS

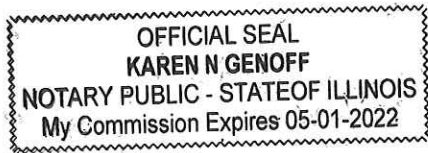
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of United States Fire Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of United States Fire Insurance Company Incorporated in the State of Delaware for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

1st Day of July , 2020

My Commission Expires

[Handwritten Signature]
NOTARY Karen N. Genoff



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

Item 29.

07740

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Craig Sherman, Ted Sherman, Helen Nadirsha, Karen Genoff

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Eighty Five Million Dollars (\$85,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

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This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15th day of July 20 20

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman, Senior Vice President



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DEPARTMENT OF PUBLIC WORKS – Engineering Division

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-268-5161
 Fax: 319-268-5197
 www.cedarfalls.com

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Jon Fitch, Principal Engineer

DATE: July 1, 2020

SUBJECT: Professional Services Agreement
 W. 27th Street Reconstruction
 AECOM Technical Services, Inc
 Project No. RC-000-3240

Please find attached the Professional Services Agreement with AECOM Technical Services, Inc (AECOM) which outlines the scope of services and costs for the West 27th Street Reconstruction project.

This project is for design of the roadway from the new Cedar Falls High School east to Hudson Ave in addition to the design of a sanitary sewer extension that will serve the new high school site, West Fork Development and portions of the surrounding area.

The enclosed agreement with AECOM provides for the design of the roadway reconstruction, sanitary sewer and property acquisition services. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$492,500.00. This fee will be broken into two divisions: roadway design and sanitary sewer design.

This project is currently programmed in the CIP for construction in FY 2023-2024. The project is currently budgeted at \$3,900,000. Programmed funds include Local Option Sales Tax, Street Construction Fund, Cedar Falls Community School District and General Obligation Bonds.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with AECOM for the W. 27th Street Reconstruction project.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works
 David Wicke, City Engineer



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**WEST 27TH STREET RECONSTRUCTION
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: RC-000-3240**

This Agreement is made and entered by and between AECOM Technical Services, Inc., a California corporation, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. **CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between

Contractors Who Perform Professional Services and the City of Cedar Falls,” consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of Four Hundred Ninety-Two Thousand Five Hundred Dollars (\$492,500.00) as shown below, and will not be exceeded without authorization from the Client.

Division I

Roadway Design Services	\$436,100.00
Water Main Design Services	16,400.00

Division II

Sanitary Sewer Extension Design Services	<u>40,000.00</u>
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Total	<u>\$492,500.00</u>
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CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: 

Printed Name: Robert M. Green

Printed Name: Douglas W. Schindel

Title: Mayor

Title: Associate Vice President

Date: _____

Date: 6/29/20

**WEST 27TH STREET RECONSTRUCTION
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: RC-000-3240**

EXHIBIT A

A. Project Description

The project will include two divisions. Division 1 consists of the reconstruction of West 27th Street between the western edge of the Cedar Falls High School (CFHS) property and Hudson Road, a distance of approximately 4,500'. This project includes extension of the existing northbound left-turn lane and the addition of a southbound right-turn lane on Hudson Road at the 27th Street intersection. The Traffic Impact Study completed May 2020 for the West 27th Street Corridor will be used to assist in determining recommended roadway improvements, along with input from the City of Cedar Falls and the Cedar Falls Community School District. This project will also include extension of the existing 16" water main across the frontage of the CFHS property.

Division 2 consists of providing projections of sanitary sewer flows, sewer sizing, preparing plans, specifications and contract documents for the sanitary sewer extension. This proposed sanitary sewer will serve the new high school site, West Fork Development and portions of the surrounding area. Providing sanitary sewer service to the trailer court to the west will also be evaluated with this project and included with the sizing of the sanitary sewer if requested by the City. The proposed sewer will connect to the existing W. Branch Dry Run Creek Sanitary Sewer south of West 27th Street and extend north about 1,500' across West 27th Street to just west of the proposed Cedar Falls High School location.

B. Scope of Services

Division 1 - West 27th Street Reconstruction

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide design survey, preliminary and final design, property acquisition, environmental services, landscaping and project administration. Final plans and specifications will be prepared in a format suitable for a City of Cedar Falls letting.

Design Services

The Scope of Services for the Design Phase is further defined as follows:

Design Survey (Tasks 1-3)

The following identifies tasks leading to the completion of the topographical survey required for the project, including field survey, base mapping and utility locates:

Task 1 - Data Collection

Task 2 - Survey and Base Mapping

Task 3 - Survey Note Reduction, Base Mapping and DTM Development

Grading, Paving, Drainage and Utility Plans (Tasks 4-24)

These tasks include developing preliminary and final plans for grading, paving, and storm sewer plans and specifications for the West 27th Street Reconstruction Project. Included in these tasks will be the typical cross sections, tabulations and quantities, final roadway plan and profile sheets, earthwork tabulations, intersection details, drainage, storm sewer design and tabulations, pavement markings and signing, design cross sections, construction cost estimate and technical

specifications. The following specific tasks lead to the completion of the final grading, paving and drainage plans:

Task 4 - Title and Legend Sheets

Task 5 - Typical Sections and Details

Task 6 - Bid Items and General Notes

- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes

Task 7 - Tabulations and Quantities

Task 8 - Plan and Profile Sheets

Task 9 - Geometric Layout Sheets

Task 10 - Construction Staging and Traffic Control Sheets

Task 11 - Drainage Design

Task 12 - Earthwork Tabulation

Task 13 - Design Cross Sections

Task 14 - Intersection/Roundabout Details

Task 15 - Storm Sewer Plans and Details

Task 16 - Signing and Pavement Markings

Task 17 - Traffic Signal Modifications

Task 18 - Erosion Control and SWPPP Plan Sheets

Task 19 - Quality Control Review

Task 20 - Final Revisions

Task 21 - Construction Cost Estimate

Task 22 - Specifications

Task 23 - Printing and Submittals

Task 24 - Field Review

Water Main Plans (Task 25)

This task includes developing preliminary and final plans for the water main. Included in this task will be water main design, tabulations of water main, construction cost estimate and technical specifications. The following task leads to the completion of the final water main plans.

Task 25 - Water Main Plans and Details

Property Acquisition (Tasks 26-33)

These tasks include determination of existing property boundaries, determination of project construction limits and development of acquisition plats required for construction of this project. This task also includes ROW acquisition services. A portion of these tasks will be completed by JCG. The following identifies tasks leading to the completion of property acquisition for the project:

Task 26 - Property Boundary Survey

Task 27 - Preparation of ROW Map

Task 28 - Preparation of Acquisition Plats

Task 29 - Set Monuments and New ROW Corners

Task 30 - Property Owner Research (JCG)

Task 31 - Compensation Valuation (JCG)

Task 32 - Acquisition Process (JCG)

Task 33 - ROW Acquisition Meetings and Parcel Tracking/Reporting (JCG)

The Scope of Services includes acquisitions from 13 parcels held by five property owners, including temporary easements and partial property acquisitions. The City of Cedar Falls will complete closing services and recording documentation, per communication with city staff.

Environmental Services (Task 34)

These tasks include on-site assessment of environmentally sensitive natural features, including wetlands and waterways. A final report will be prepared documenting natural features, and threatened and endangered species for the project. These tasks will be completed by Stantec Consulting Services, Inc.

Task 34 - Environmental Review – West 27th Street*Landscaping (Tasks 35-39)*

These tasks include development of conceptual and final designs for streetscaping along West 27th Street and landscaping of three intersections/roundabouts planned for the corridor. Conceptual designs will include renderings of proposed intersection/roundabout design. Conceptual designs will be presented to the City for approval prior to moving into final design. Intersection/roundabout landscaping design will be completed with input from the City of Cedar Falls and anticipated to be similar to previously-installed roundabouts in the city. Final plans will be incorporated into final roadway construction documents. Portions of these tasks will be completed by Ritland Kuiper Landscape Architects (RKLA).

Task 35 - Conceptual Streetscaping Design (RKLA)Task 36 - Conceptual Intersection/Roundabout Landscaping Design (RKLA)Task 37 - Renderings of Conceptual DesignsTask 38 - Final Streetscaping Design (RKLA)Task 39 - Final Intersection/Roundabout Landscaping Design (RKLA)*Project Meetings (Task 40)*

This task includes one formal presentation to the Cedar Falls Community School Board, one formal presentation to the Cedar Falls City Council, one public information meeting and meetings with stakeholders and property owners along the corridor.

Task 40 - Project Meetings*Project Administration and Coordination with City of Cedar Falls/Cedar Falls Community School District/University of Northern Iowa (Tasks 41-46)*

These tasks include project administration and coordination throughout project development. These tasks also include preparation of permits, pre-letting activities and general project administration. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project.

Task 41 - Coordination with Cedar Falls Community School District and University of Northern IowaTask 42 - Coordination with City of Cedar FallsTask 43 - Coordination with Cedar Falls UtilitiesTask 44 - Permitting (IDNR, COE, NPDES)Task 45 - Pre-Letting ActivitiesTask 46 - Project Administration**Division 2 – Sanitary Sewer Extension**

The Scope of Services to be performed shall be completed in accordance with generally accepted standards of practice. The Statewide Urban Design and Specifications (SUDAS) and engineer-provided technical specifications will be utilized for this project, along with the Cedar Falls Supplemental Specifications. Final plans and specifications will be prepared in a format suitable

for a City of Cedar Falls letting and included with the 27th Street Reconstruction plans and specifications.

Design Services

The Scope of Services for the Design Phase is further defined as follows:

Sanitary Sewer Analysis (Tasks 47-49)

An analysis of the sanitary sewer will be conducted to determine the recommended sanitary sewer size based on future land use in the drainage area, the projected flows for the new high school and the flows from the trailer park will be calculated. A technical memorandum will be provided to the City that will summarize flow projections and sewer sizing. This memorandum will include a recommendation regarding moving forward with the design.

Task 47 - Sanitary Sewer Flow Projections

Task 48 - Sanitary Sewer Sizing

Task 49 - Technical Memorandum for Design Parameters

Soil Borings and Geotechnical Engineering Report (Tasks 50-51)

Terracon Consultants (Terracon) will conduct the soil borings and provide a geotechnical report of the findings.

Task 50 - Obtain Soil Borings (Terracon)

Task 51 - Geotechnical Engineering Report (Terracon)

Sanitary Sewer Plans (Tasks 52-58)

These tasks include developing preliminary and final plans and specifications for the West 27th Street Sanitary Sewer Extension Project. The proposed sewer will connect to the existing W. Branch Dry Run Creek Sanitary Sewer south of West 27th Street and extend north about 1,500' across West 27th Street to just west of the proposed Cedar Falls High School location. Included in these tasks will be the typical cross sections, tabulations and quantities, final sanitary sewer plan and profile sheets, construction cost estimate and technical specifications.

Task 52 - Typical Cross Sections and Details

Task 53 - Tabulations and Quantities

Task 54 - Erosion Control and SWPPP Plan Sheets

Task 55 - Sanitary Sewer Plan and Profile Sheets

Task 56 - Final Revisions

Task 57 - Construction Cost Estimate

Task 58 - Specifications

Property Acquisition (Tasks 59-64)

These tasks include determination of existing property boundaries, determination of project construction limits and development of acquisition plats required for construction of this project. This task also includes ROW acquisition services. A portion of these tasks will be completed by JCG. The following identifies tasks leading to the completion of property acquisition for the project:

Task 59 - Property Boundary Survey

Task 60 - Preparation of Acquisition Plats

Task 61 - Property Owner Research (JCG)

Task 62 - Compensation Valuation (JCG)

Task 63 - Acquisition Process (JCG)Task 64 - ROW Acquisition Meetings and Parcel Tracking/Reporting (JCG)

The Scope of Services includes acquisitions from two parcels held by two property owners, including temporary easements and permanent sanitary sewer easements. The City of Cedar Falls will complete closing services and recording documentation, per communication with city staff.

Project Administration and Coordination with City of Cedar Falls (Tasks 65-68)

These tasks include project administration and coordination throughout project development. These tasks also include preparation of necessary construction permit schedules to be submitted to Iowa DNR. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project.

Task 65 - Coordination with West Fork DevelopmentTask 66 - Coordination with City of Cedar FallsTask 67 - Coordination with Northern Natural GasTask 68 - Permitting (IDNR)**Exclusions**

The following items are not included in either Division, but may be added by supplemental agreement:

Construction-Related Services

ROW Closing Services

EXHIBIT B

**WEST 27TH STREET RECONSTRUCTION AND SANITARY SEWER EXTENSION
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: RC-000-3240**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. Errors & Omissions: If the contract’s scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured’s Provision: If Contractor’s liability policies do not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa

shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

City of Cedar Falls, Iowa

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

cancellation and material changes endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID.#:	FAX (A/C, No.):
	INSURED Business Name 123 Main Street Anytown, IA 0000	
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Carrier should reflect rating of A-, VIII or better
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I/TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

EXHIBIT C

**WEST 27TH STREET RECONSTRUCTION AND SANITARY SEWER EXTENSION
CEDAR FALLS, IOWA
CITY PROJECT NUMBER: RC-000-3240**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO
PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. **Severability.** If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. **Assignment.** Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. **Survival of Obligations.** All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.
10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

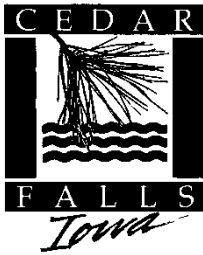
16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 30, 2020
SUBJECT: Revised Highway-1 District Site Plan Review

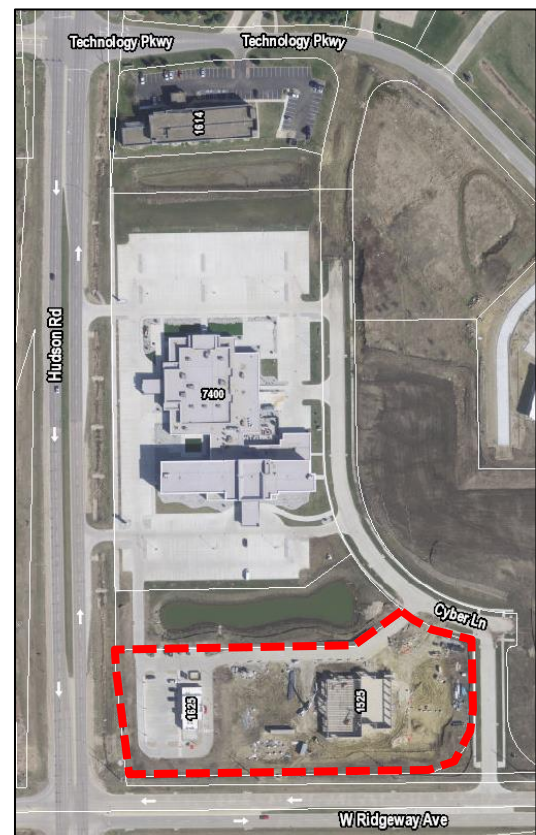
REQUEST: Revised site plan approval for a new convenience store/gas station/automobile service station.

PETITIONER: Martin Rouse (developer); Fehr-Graham (engineer); Peters Construction (contractor); AHTS Architects (architect)

LOCATION: Lot 2 of Gateway Business Park at Cedar Falls

PROPOSAL

The developer, Martin Rouse, received approval by City Council on June 3, 2019 for a site plan to construct a new DQ Grill & Chill restaurant and a convenience store/automobile service station on Lot 2 of Gateway Business Park at Cedar Falls I, which is located at the northeast corner of Hudson Road and W. Ridgeway Avenue (highlighted lot on the image to the right). After City Council approval, the developer submitted a revised site plan for the DQ Grill & Chill restaurant in order to separate the drive through lane from the parking area and to shift the location of the building. That revised site plan was approved by City Council on August 5, 2019. The applicant is now requesting site plan approval for a change to the convenience store/automobile service station site plan in order to reduce the size of a landscape island located near the gas canopy. The developer has indicated that the change is being requested to allow larger vehicles like buses, trucks with trailers, etc. to have better access to the fueling area, and the revision would allow larger vehicle parking within this area. Because this change has been deemed to be



major by city staff, the site plan will require approval from the Planning & Zoning Commission and City Council.

BACKGROUND

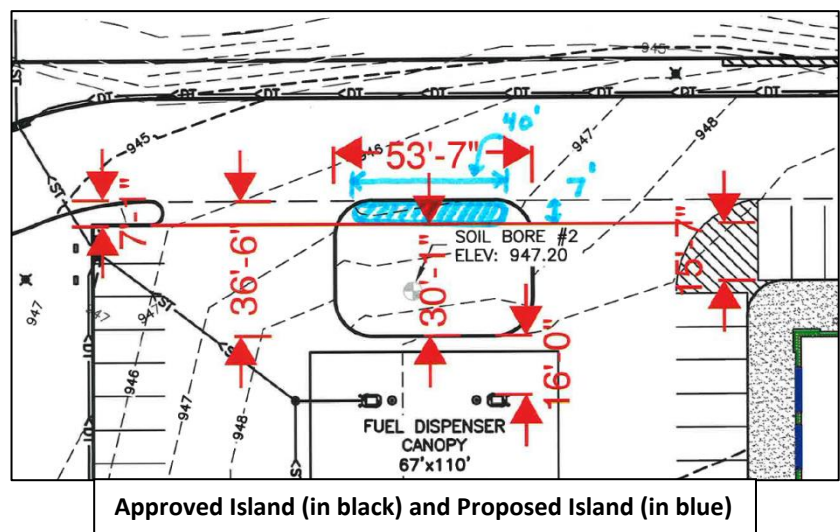
Lots 1 and 2 of Gateway Business Park at Cedar Falls I, along with the stormwater detention basin parcel, were platted in June of 2018. Holiday Inn & Suites Hotel and Bien Venu conference center is currently located on Lot 1. The City Council approved a site plan for this development on June 3, 2019, and a revised site plan for the DQ Grill & Chill restaurant on August 5, 2019. The DQ Grill & Chill restaurant opened in March, and the convenience store/automobile service station is currently under construction.

ANALYSIS

The property is zoned HWY-1, Highway Commercial District, which is intended to promote general services commercial uses intended to serve a broader market area (i.e. City-wide or regional customer base). The property is also located within the Highway 20 Overlay District, which provides enhanced development guidelines for commercial uses located within this corridor. The ordinance requires detailed site plan review in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure development is designed in a manner appropriate as a gateway to the community. This report will focus only on those elements where changes are proposed. Other areas of the site are to remain unchanged from the approved site plan. Following is a review of the specific elements requested for amendment.

- 1) Use: No changes are being made to the approved use of the site. A gas station/convenience store can also have a regional customer base, thus fitting within the permitted uses of the Highway 20 Commercial Corridor Overlay District. A service station is listed as a conditional use within the Highway 20 Commercial Corridor Zoning District. A conditional use may be permitted within this district subject to approval by the Planning & Zoning Commission and City Council. **The convenience store is a permitted use. The service station is a conditional use, and exceeds the recommended setback guidelines from Hudson Road.**

- 2) Parking/Access: The number of parking spaces for the convenience store/auto service center is not being altered. On the original approved site plan, there was shown a 53'7" wide by 36'6" deep (1,857 sf) landscape island located to the north of the fuel dispenser canopy and south of the main access drive, which served as not only a landscape area, but an area that separated the main access drive on the property and to the restaurant to the west. The current proposal by the developer is to reduce this



landscape island to a size of 40' wide by 7' deep (272 sf), or a reduction of 1,585 square feet (shown in blue highlighter in the image above).

Such a large reduction in the size of this island would have a negative impact on safety by not having a well-defined main access and drive aisles on the site. Staff notes that the vehicular drive between the fuel canopy and the parking is already excessively wide. This paved area is 39.3 feet wide to the west of the canopy and 32 feet wide to the east of the canopy, and with the reduction to the island would be even wider at 52.8 feet and 45.5 feet, respectively. To provide a comparison, a typical parking aisle is 24 feet wide. A two-way street in Cedar Falls is 31' feet wide. Further increasing the paved area to such a significant degree, with 46 feet between the proposed island and the fuel pumps, will result in undefined and unpredictable traffic movements between the parking aisle, the circulation drive and the area near the fuel pump. In addition, the applicant intends to encourage use of this area for parking of large vehicles, such as buses and trucks, which will introduce additional conflicts between parked vehicles and drivers trying to access the fuel pumps.

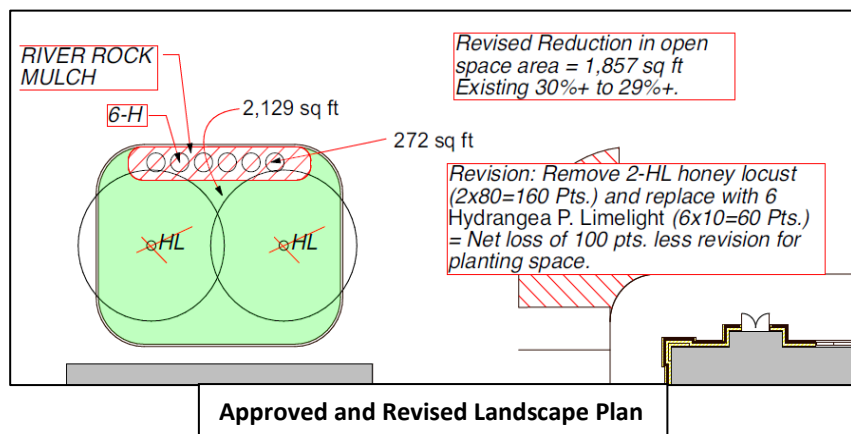
Staff discussed with the applicant a smaller reduction in the size of the island to create easier two-way movement next to the northernmost fuel pump and indicated that this type of minor change could be approved administratively. A 10-foot reduction in the depth of the island would provide for two-way traffic movement next to the pump, but would maintain the substantial landscaped island and create a more defined traffic circulation.

Staff is concerned about the reduction in size of the landscape island as it relates to safe vehicular movement and access on the site, and therefore recommends against allowing such a substantial reduction in the size of the island.

- 3) Open Green Space: This property is located within the Highway 20 Commercial Corridor Overlay Zoning District. This overlay district requires that open green space/landscape area be provided at the rate of a minimum of 15% of the development site. The previously approved plan showed an open space area of 29.9% of the site. For this updated plan, approximately 1% of green space is being lost because of the reduction in the landscape island, which would bring the site to approximately 28.9%. As shown on the approved landscaping plan (attached), landscaping and open space is concentrated primarily around the perimeter of the gas station site, with this large island one of the few areas of landscaped greenspace that would serve to break up the large areas of pavement on the gas station/convenience store site. As the Commission may recall, an exception was granted to waive the requirement for a landscaped end island at the north end of the parking aisle next to the convenience store, which further reduced the delineation between the entrance drive and the parking aisles and eliminated an area that would typically be reserved for landscaped open space.

The open green space meets the minimum requirement, but staff has concerns about significantly reducing the one remaining area of greenspace central to the site and recommends against such a reduction.

4) Landscaping: The previously approved landscape plan showed a total of 7,240 points, whereas the required number of points for the site was 5,446. This landscaping was made up of parking lot trees, street trees, and landscaping throughout the site. The previous plan showed a total of 64 trees and 259 shrubs and grasses on the site. The revised plan shows the removal of 2 honey locust trees (worth 160 landscaping points), and replacing them with 6 hydrangeas (worth 60 points). There will be a net loss of 100 landscaping points with the new proposed plan, with an updated point total for the entire site of 7,140.



While the areas around the perimeter of the site are well covered with landscaping, there is very little landscaping interior to the convenience store/gas station site. The ordinance states, “In addition to the open space and landscaping requirements specified herein, tree plantings and other landscaping treatments shall be required within designated parking areas. The intent of this requirement shall be to provide shade and visual relief in large parking areas.”

Landscaping point requirements are met, although staff has concerns about the significant reduction in the parking island and the elimination of the overstory trees in this location interior to the parking and vehicular use area.

SUMMARY

In summary, staff is concerned with the size of the reduction in the landscape island as it relates to the vehicular movement on the property and the reduction in overstory trees and landscaping interior to the site. The applicant indicates that the reduction in the island is due to wanting more turning radius for larger vehicles and for wanting more room for larger vehicles to park. Staff discussed reducing this area with the applicant, and indicated that a reduction of 10’ could be administratively approved. This smaller reduction would allow approximately 26’ of room between the edge of the landscape island and the gas pump, which should allow adequate room for two-way vehicular access to the gas pumps. With regard to room for turning movements, the already wide drive aisles provide adequate space and there is additional space for large vehicles to access the gas pumps on the south end of the pump island. The applicant has indicated that the additional room is needed to allow for larger vehicle parking, such as buses and trucks with trailers. Staff would dispute that there is a need for larger vehicle parking, as the area to the east of the building near the auto service center could be a location where buses or trucks with trailers could park temporarily. It is not uncommon for buses to drop off people near the front of the building and then go to another area on the site to wait.

TECHNICAL COMMENTS

Engineering has reviewed the revised plan and has determined that no impacts will occur to the storm water management plan, so no revisions are necessary.

STAFF RECOMMENDATION

The Community Development Department has reviewed the revised site plan and would recommend denial of the request as submitted, but would recommend approval of a revised site plan that shows a reduction of the island by only 10 feet, for a total reduced size of 53'7" wide by 26'6" deep.

The Planning and Zoning Commission reviewed this request at their meeting on June 24, 2020, and unanimously recommended approval of the request as submitted by the applicant.

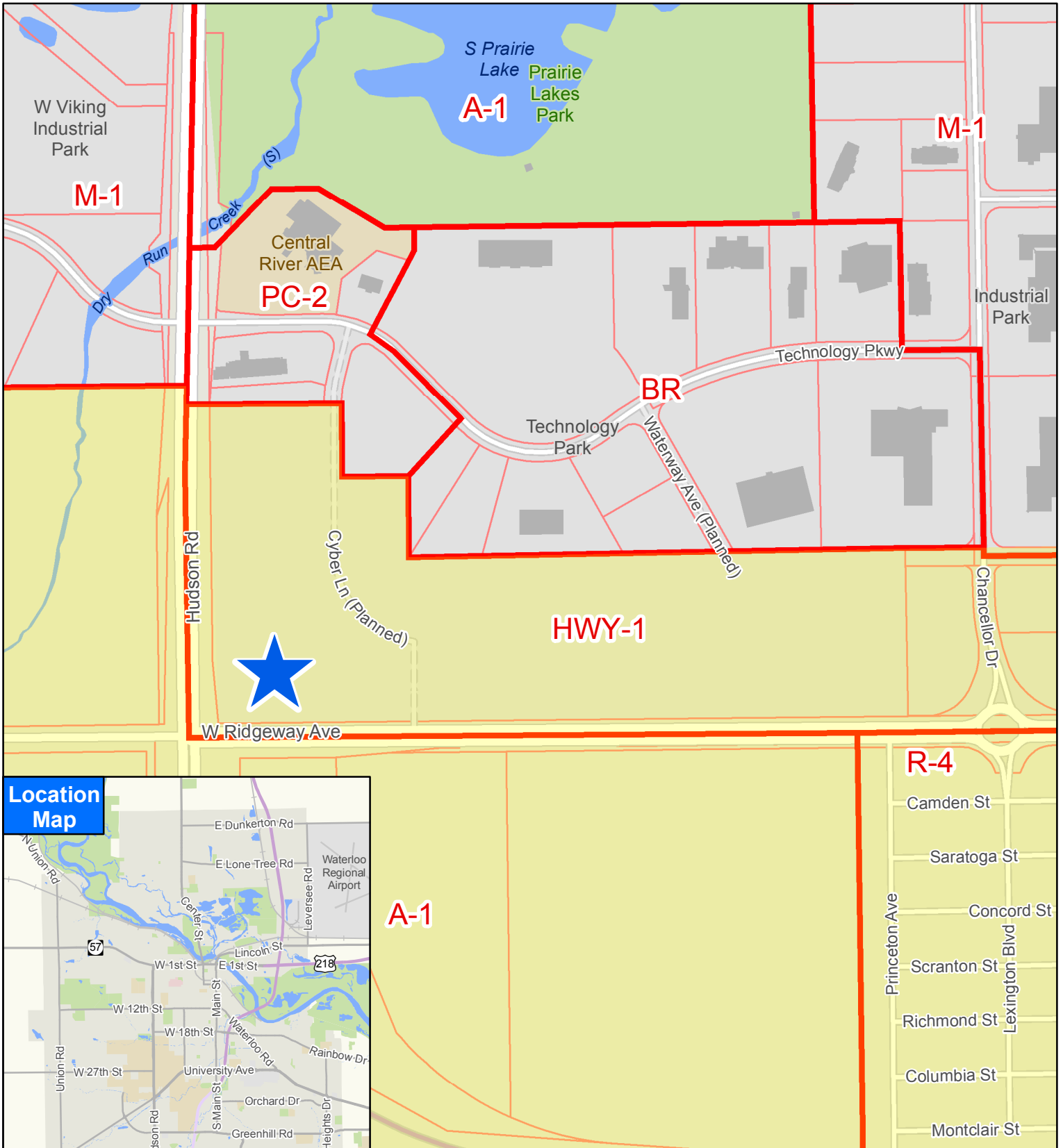
PLANNING & ZONING COMMISSION

Discussion/Vote 6/24/2020 Mr. Graham provided background information, explaining that the property is located at 1525 West Ridgeway Avenue, Lot 2 of Gateway Business Center. He displayed the site plan approved in 2019 and discussed the current layout and the currently approved landscape plan. The developer would like to reduce the size of the landscape island to increase the distance between the fuel pumps and the curb to allow for additional large vehicle parking. He explained the revised landscaping plan and the reduction in landscaping points. Staff has reviewed the request and recommends denial based on concerns as it relates to safe vehicular movement and access on the site, as well as the large reduction in greenspace. However, staff would recommend approval of a revised site plan with a 10 foot reduction of the island and any additional comments by the Commission.

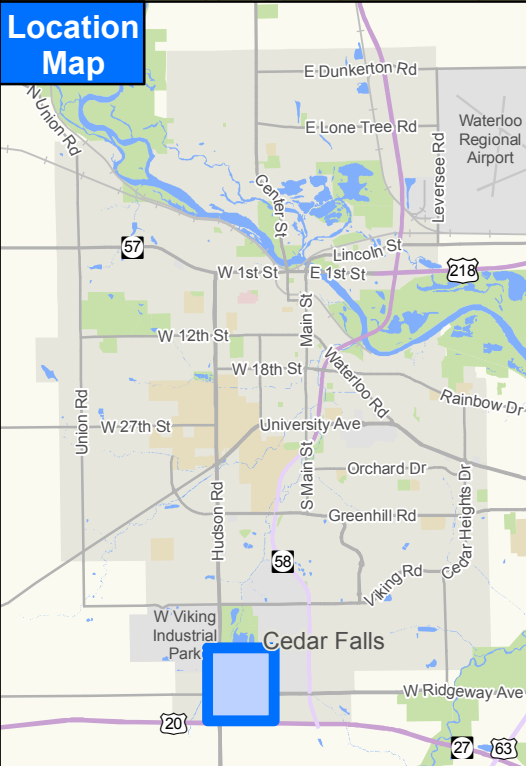
Brad Best, general contractor, commented that they requested the revision to help with maneuverability of the site and large vehicle parking. He noted that the current drive lane near Dairy Queen has been very busy and they feel it is important to get buses off that drive. Marty Rouse, developer, stated that the request stems from an incident at another local gas station where a young man was struck and killed by a patron trying to leave the site because there wasn't enough room to maneuver on the site.

Mr. Larson stated that he feels that the revised plan is a good idea as it will help with any safety issues and he doesn't feel that there is an issue with the reduction in the landscaping. Ms. Howard stated that staff has looked at the maneuverability and the drive aisles are wider than a typical city street and there is plenty of room to turn. Staff feels that the extra size may cause more issues with vehicles and pedestrians without clearly defined drives and aisles. Mr. Larson asked if it would be helpful to add striping to delineate parking areas.

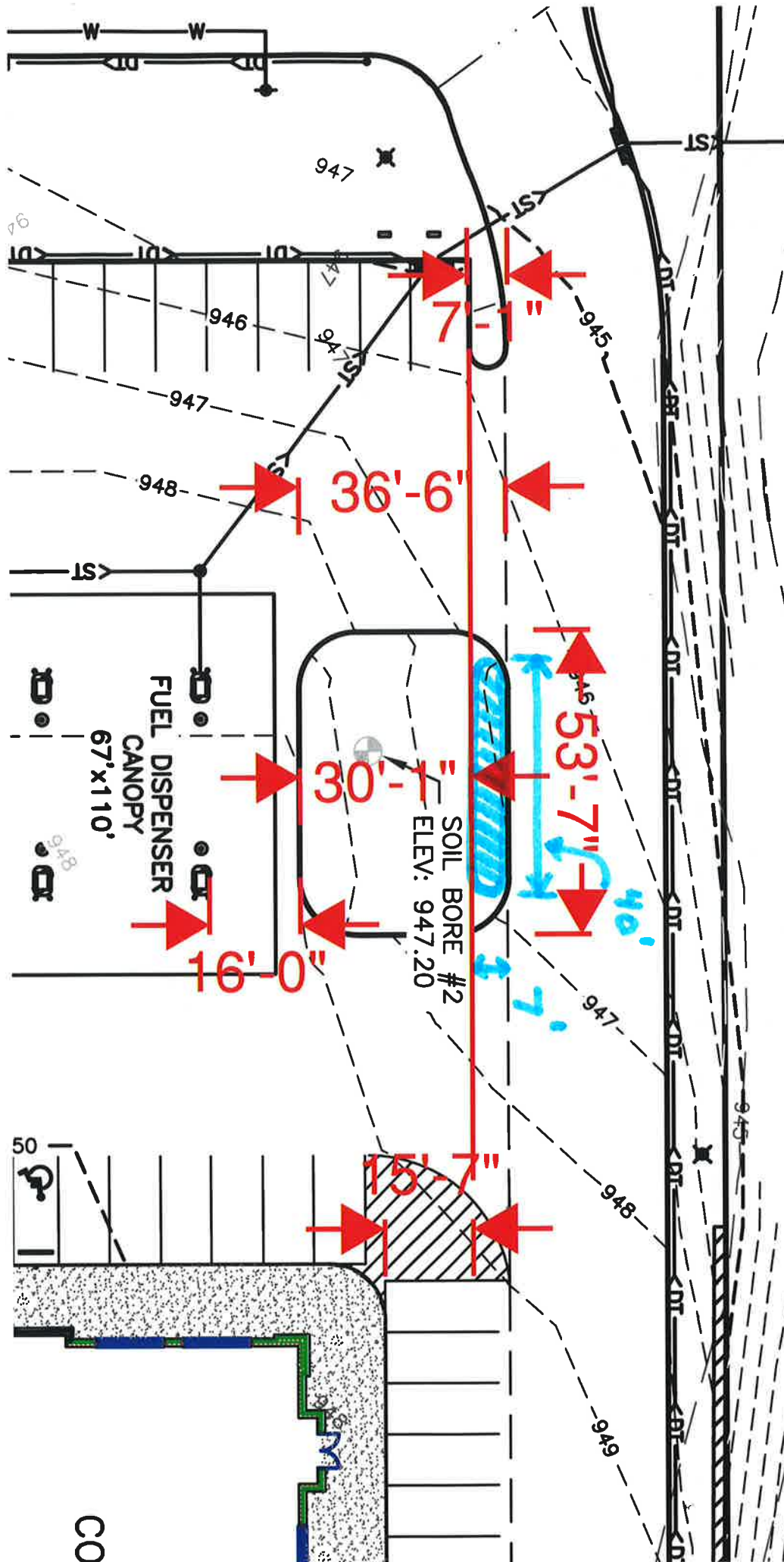
Ms. Saul made a motion to approve the item as presented. Ms. Adkins seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Hartley, Larson, Leeper, Saul and Schrad), 1 abstention (Holst) and 0 nays.



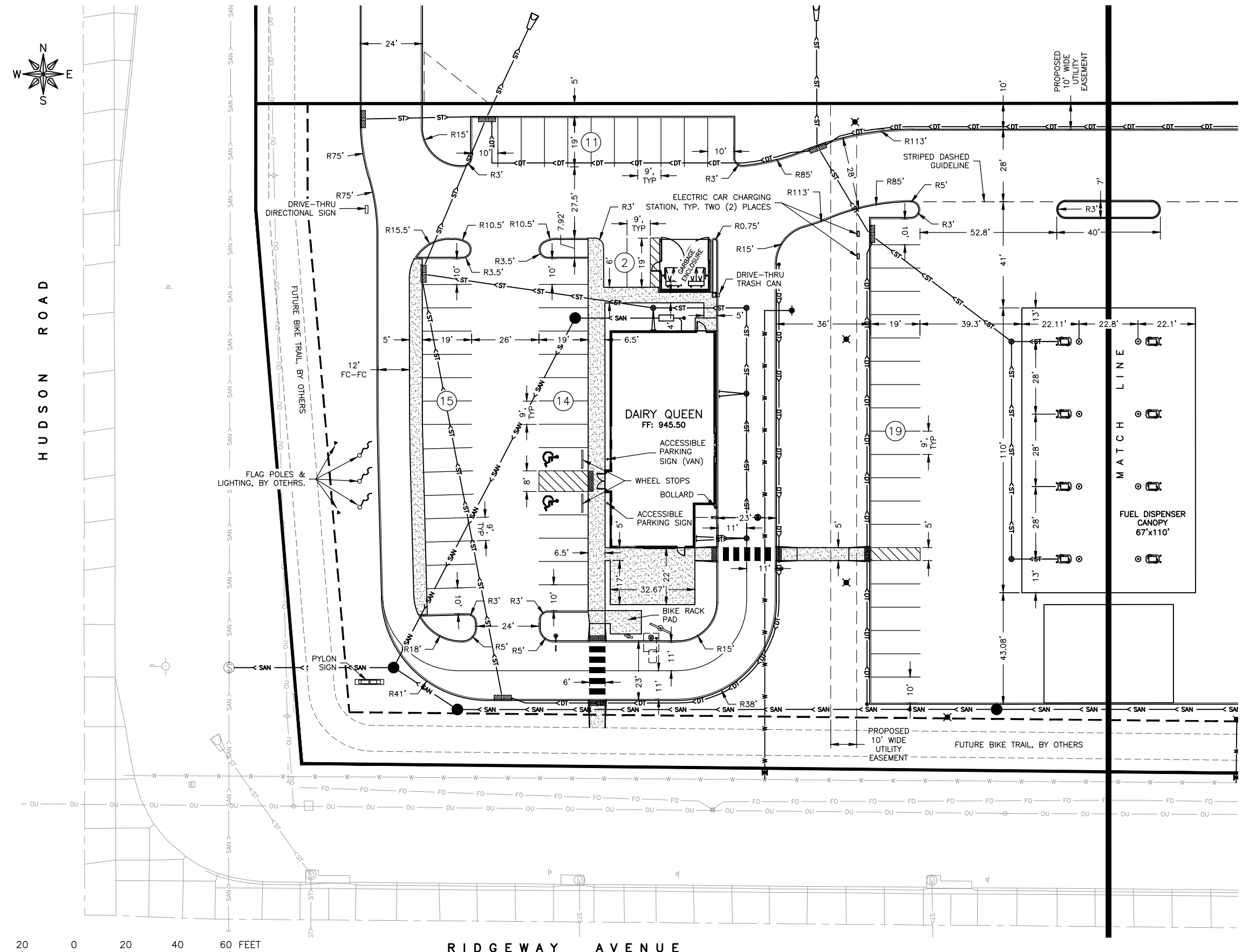
Location Map



Amended Hwy-1 Site Plan
Review for Panther Travel
Center



Primer Tracer
5/12/2020



NOTES

VERIFY LIGHT POLE LOCATION PRIOR TO CONSTRUCTION.

ACCESSIBLE PARKING SIGN FOR DAIRY QUEEN SHALL BE PLACED WITH BOTTOM OF SIGN AT MINIMUM OF 7' ABOVE ADJACENT WALKWAY. USE STEEL POST, POWDER COATED BLACK.

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
MT TANKS, LLC
1525 WEST RIDGEWAY AVENUE
CEDAR FALLS IA 50701

PROJECT AND LOCATION:
PANTHER TRAVEL CENTER AND
DAIRY QUEEN
CEDAR FALLS, IOWA

DRAWN BY: KDB
APPROVED BY: JSB
DATE: AUGUST 2019
SCALE: AS NOTED

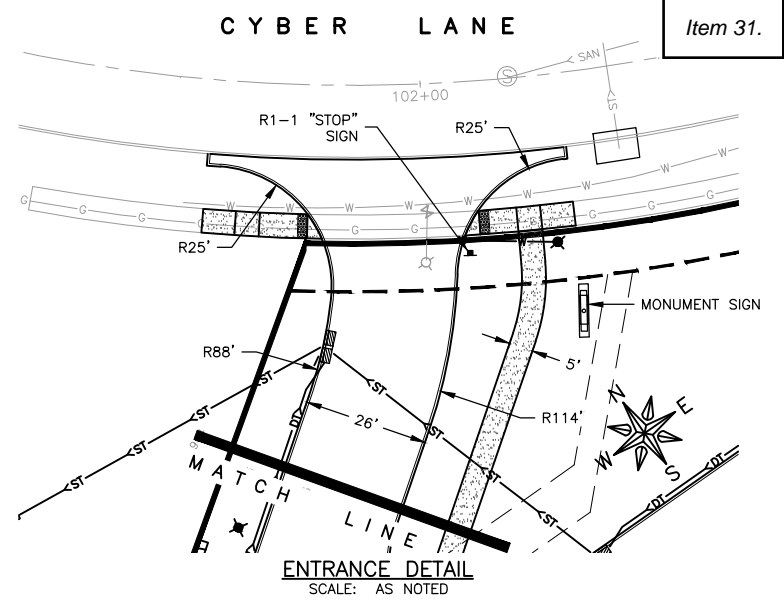
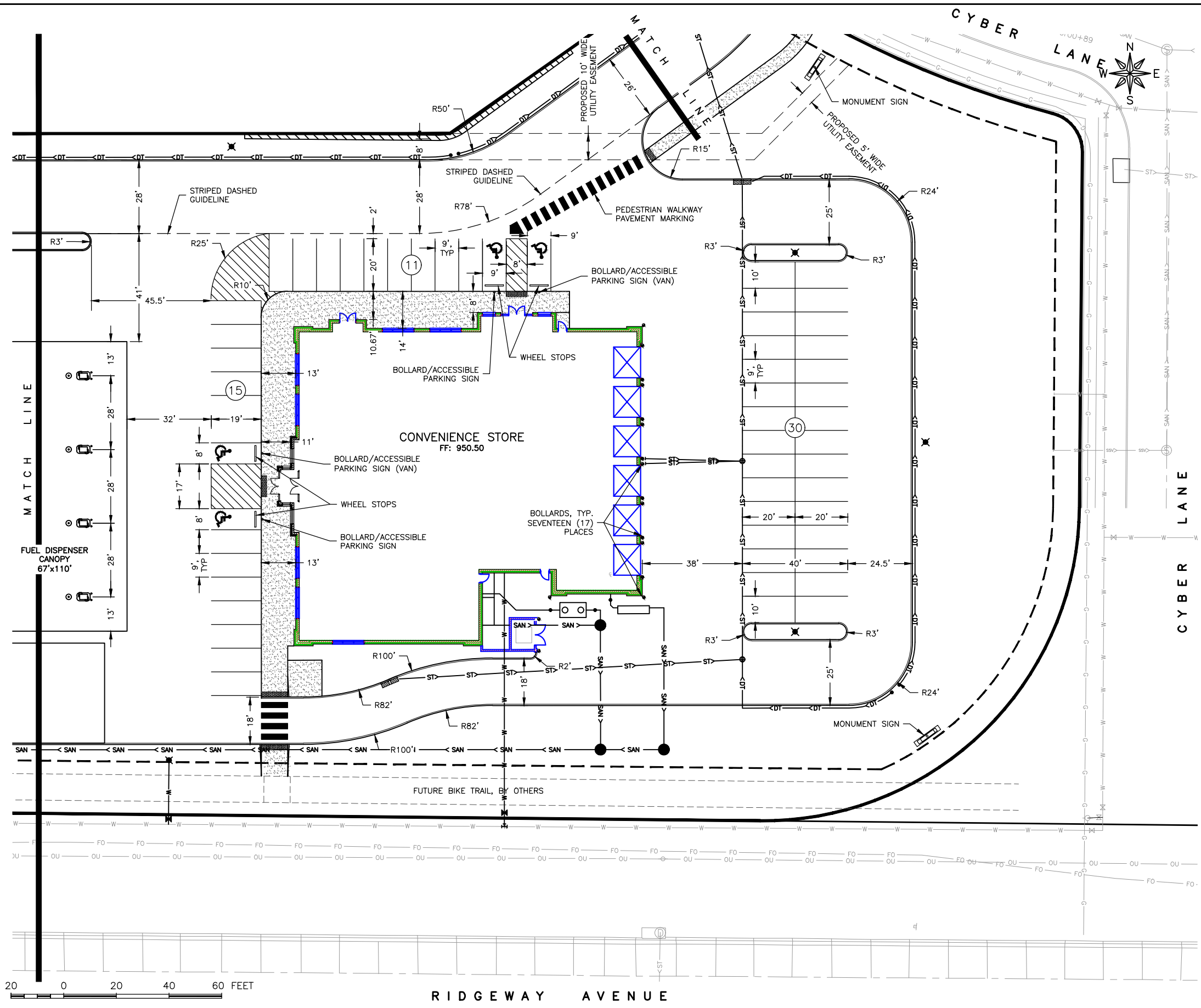
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY REVISION COMMENTS	9/18/19
2	NORTH DRIVE & C-STORE ENTRANCE REVISIONS	11/1/19
3	ISLAND NORTH OF FUEL DISPENSERS	5/21/20

DRAWING:
IMPROVEMENT PLAN - WEST

SET TYPE: CONSTRUCTION SET

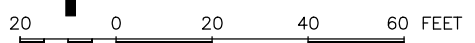
JOB NUMBER:
18-1046

786



NOTES

BOLLARDS SHALL BE 8"Ø STEEL, MIN. 4' ABOVE FINISHED PAVEMENT, PCC FILLED WITH STEEL POST, POWDER COATED BLACK WITHIN FOR HANDICAP ACCESSIBLE SIGN. PARKING SIGN SHALL BE MIN. 7' ABOVE ADJACENT WALKWAY. PROVIDE POLYETHYLENE SLEEVE FOR BOLLARD (COLOR SELECTED BY OWNER).



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
MT TANKS, LLC
1525 WEST RIDGEWAY AVENUE
CEDAR FALLS IA 50701

PROJECT AND LOCATION:
PANTHER TRAVEL CENTER AND
DAIRY QUEEN
CEDAR FALLS, IOWA

DRAWN BY: KDB
APPROVED BY: JSB
DATE: AUGUST 2019
SCALE: AS NOTED

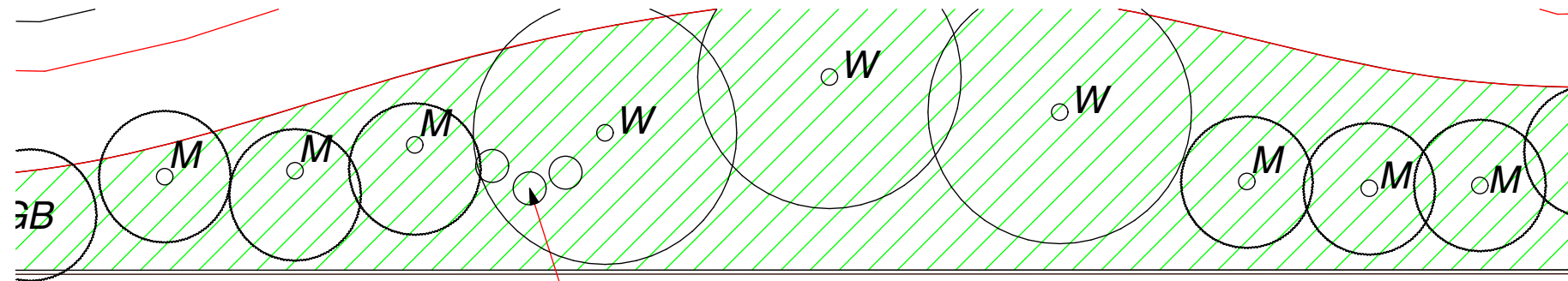
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY REVISION COMMENTS	9/18/19
2	NORTH DRIVE & C-STORE ENTRANCE REVISIONS	11/1/19
3	ISLAND NORTH OF FUEL DISPENSERS	5/21/20

DRAWING:
IMPROVEMENT PLAN - EAST

SET TYPE: CONSTRUCTION SET

JOB NUMBER:
18-1046

787



RIVER ROCK MULCH

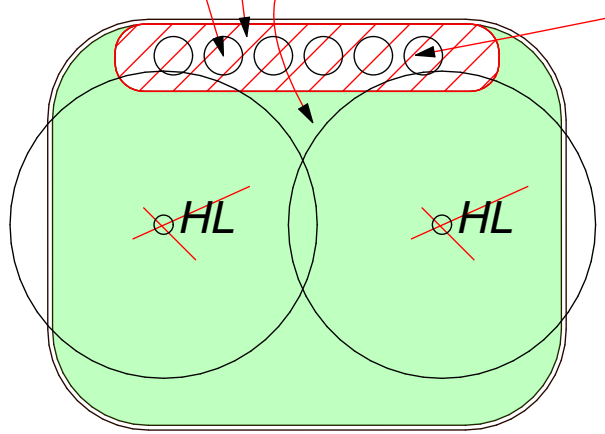
3-H

Revised Reduction in open space area = 1,857 sq ft Existing 30%+ to 29%+.

6-H

2,129 sq ft

272 sq ft



Revision: Remove 2-HL honey locust (2x80=160 Pts.) and replace with 6 Hydrangea P. Limelight (6x10=60 Pts.) = Net loss of 100 pts. less revision for planting space.

PLANT LIST

Symbol	Quantity- Size/Points-	Variety
Overstory Trees		
13	- 2" caliper/80 pts = 1,040pts.	Acer Plat."columnaire" 50x15 wide
13	- 2" caliper/80 pts = 1,040pts.	Optus Gleditsia T. "Skyline" Honeylocust 40x40 wide
19	- 2" caliper/80 pts = 1,520pts.	Ginko Biloba 5x30 wide
30	- 6' ht. / 80 pts = 2,400pts.	Pinus Strobus "White Pine" 60x30 wide

6	5 - 5 GAL/10 pts = 590 pts.	610pts. Hydrangea P. Limelight
16	2 GAL/5 pts = 80 pts.	Karl Foerster Grass
29	2 GAL/5 pts = 145 pts	Hemerocallis Daylily "Happy Returns"
49	2 GAL/5 pts = 245 pts.	Rudbekia G. VAR "Sullivanti"
24	5 GAL/10 pts = 240 pts.	Juniperus communis var. depressa
10	5 GAL/10 pts = 100 pts.	Wiegela - Red Prince
25	5 GAL/10 pts = 250 pts.	Viburnum O. "Campactum European Viburnum"
29	5 GAL/10 pts = 290 pts.	Cornus R. "Artic Fire" Dogwood
16	5 GAL/10 pts = 160 pts.	Syringa V. "Common Purple Lilac"
6	5 GAL/10 pts = 60 pts.	Syringa Pubescens "Miss Kim" Lilac

Total points provided = ~~7,440~~ **7,140pts.**
Total points required = 5,446

Notes:
Rudbekia and Daylilies to be interplanted at high visibility areas in mulch beds.

Sq ft Mulch areas to receive weed fabric and 2" depth of River rock mulch.

Sq ft Lawn areas to receive sod or seed provide alternate bids.

Large stone out crop grouping @ 3 Locations
Berm areas to be 3' Ht.

PROVIDE 20" DEPTH OF APPROVED BLACK DIRT IN ALL PLANTING AREAS.



North

Planting Plan Revision 22-2020

SCALE: 1" = 20'

May 20, 2020

Mr. Shane Graham
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Subject: Panther Travel Center – Fueling Area Island
Requested Site Plan Modification

Dear Mr. Graham,

As a follow up to our previous conversations on this matter, we are requesting consideration for a revision to the fueling area island per attached drawing at **Lot 2 of Gateway Business Park at Cedar Falls.**


The change is being requested in order to make the area safer. The reduction in green space would allow the larger vehicles that are expected to use the site to have better access to the fueling area. The current design would not allow vehicles with larger turning radius to safely access the pumps, and our proposed revision will better accommodate bus and other vehicle parking.

The requested modification would leave approximately 29% green space on the site, which is almost double the code required 15%.

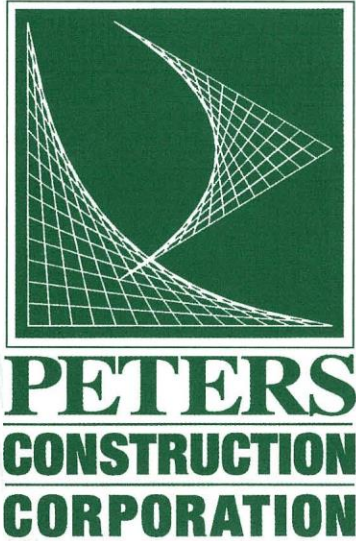
Attached you will find a site plan application along with a drawing of the area in question and a check for the \$300 fee. I've also included the revised Planning and Zoning Submission from April of 2019.

Thank you for your assistance. Please let us know if you need any additional information.

Sincerely,



Brad Best
Peters Construction Corporation



901 Black Hawk Rd.
P.O. Box 2940
Waterloo, IA 50704

(Phone) 319-236-2003
(Fax) 319-236-2009
www.petersconstruction.com





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council
FROM: Karen Howard, Planning & Community Services Manager
 Matthew Tolan, Civil Engineer II
DATE: June 30, 2020
SUBJECT: Preliminary Plat - Immanuel Evangelical Lutheran Church Addition

REQUEST: Request to approve the Immanuel Evangelical Lutheran Church Addition Preliminary Plat. Case #PP19-012

PETITIONER: Immanuel Evangelical Lutheran Church Addition

LOCATION: The plat is comprised of 5.91 acres of land located east of Oster Parkway and south of Green Creek Road

PROPOSAL

The petitioner owns the subject property proposed for platting, which is located east of Oster Parkway and south of Green Creek Road. The proposed subdivision will combine the church's existing property at 4820 Oster Parkway with an additional parcel they acquired in 2018 located to the east and a tract to the north that provides access to Green Creek Road.

BACKGROUND

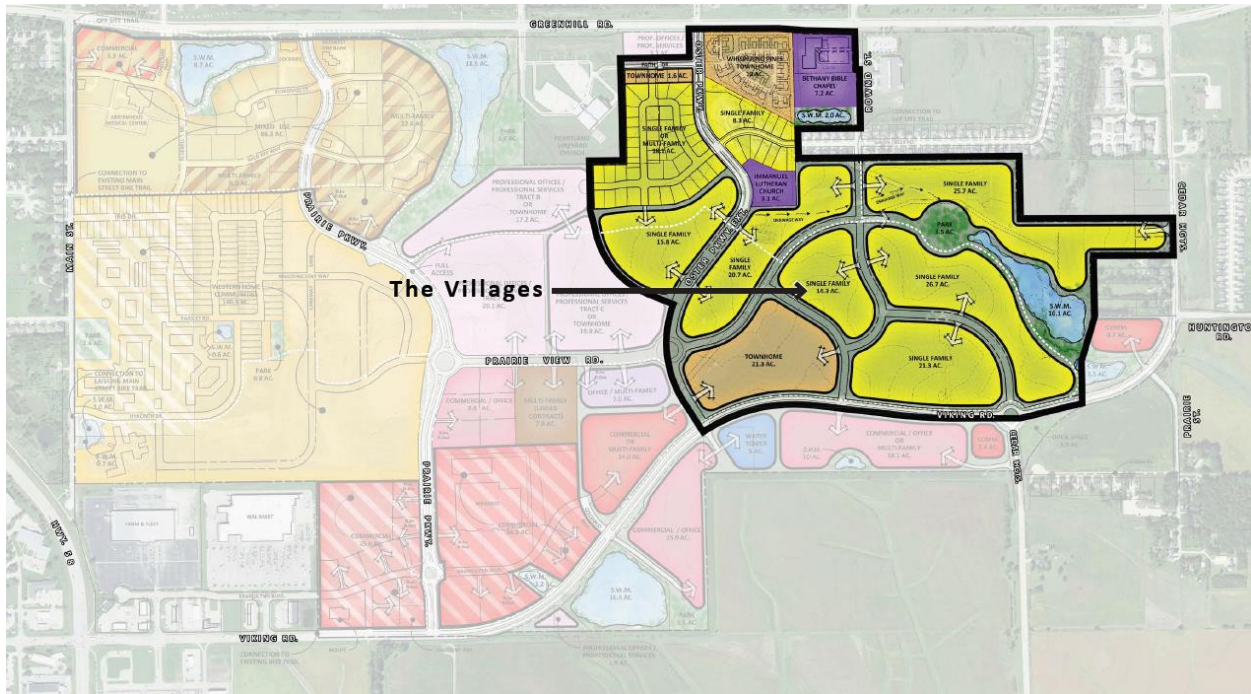
The existing church is located on Lot 1 of the Southern Pines, First Addition. The church has an access drive and its main frontage along Oster Parkway, but also owns Tract C of Southern Pines Second Addition. Southern Pines Second Addition includes the homes located north of the church along Green Creek Road and Tract C, which serves as an access easement from the church property to Green Creek Road. This access is important because the church's access to Oster Parkway allows only right-in/ right-out movements due the center median in the roadway.

In 2018, the church acquired additional property to the east from Merrill and Carol Oster. To facilitate the sale of the property the City agreed to sign off on a plat of survey for what is described as Parcel L, but with a condition that no development or improvement could occur on Parcel L until City approval of a final plat. In other words, the plat of survey was a temporary measure to expedite the sale. The church now wishes to expand their parking area on to Parcel L, so has applied for approval of a preliminary and final plat, as required by the City's subdivision code.

ANALYSIS

The proposed plat will combine all the aforementioned lots and tracts owned by the church into one lot, which will become a new subdivision entitled Immanuel Evangelical Lutheran Church Addition (see attached plat). Said Lot 1 contains 257,499 square feet of land (5.91 acres). Existing easements for utilities, storm sewer, landscaping, and drainage will remain and are shown on the plat. As described earlier in this report, frontage and access is provided to the proposed lot from Green Creek Road and from Oster Parkway.

The plat is located in the MU, Mixed-Use Residential Zoning District and is included in the larger Pinnacle Prairie Master Plan, which was adopted as part of the zoning. The *General Design Guidelines* adopted as part of the master plan for the Pinnacle Prairie development describes this area as *The Villages*, shown below. This is an area intended largely for residential uses, but includes the subject church an area for a future park, trails, and regional stormwater management. Immanuel Lutheran Church is shown in the center of this area along Oster Parkway (shaded in purple). Once the preliminary and final plats are approved, site plan review of the proposed expansion of the parking area is required, which is described in a separate staff report (Case #SP20-006). The proposed lot created with this preliminary plat has been reviewed by City staff and lot area and frontage meet MU zoning standards.



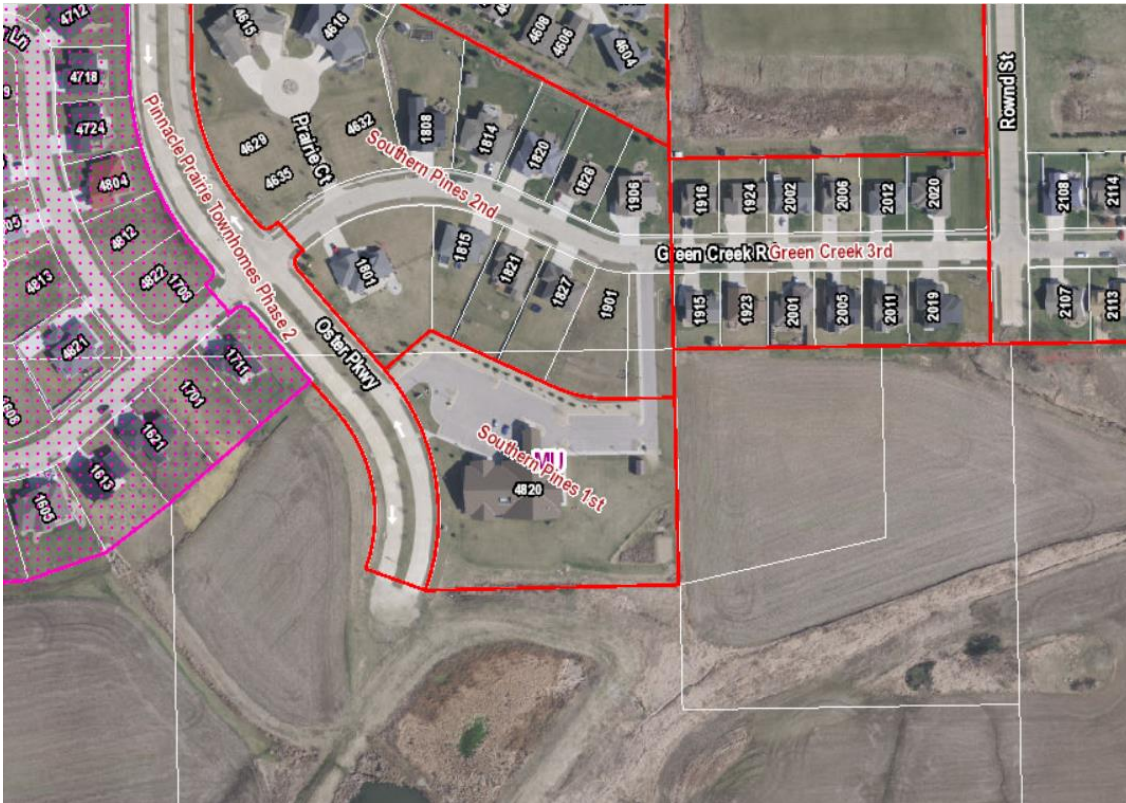
Utilities

City technical staff, including Cedar Falls Utilities (CFU) personnel, reviewed the proposed plat and find that it is consistent with the City's subdivision requirements. All City services are available. Water, electric, gas and communication services are available in accordance with the service policies of CFU.

Storm Water Management – The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's storm water requirements and also finds that the design will improve the drainage pattern that has developed over the years on this undeveloped parcel of land. Following is a summary of the proposed storm water management system for the

new subdivision.

The existing site currently channels all collected storm water into a detention basin on the southwest corner of the church's parcel. The detention basin outlets south toward the currently established regional basin located south of the Oster Parkway dead end, as shown in the aerial photo below. To regain valuable green space, the church plans to install an underground detention system to replace the current above ground system. Meanwhile, the new parking lot addition will channel all of the newly collected water to the south into a larger above ground detention basin. This basin's outlet pipe will connect to the underground detention's outlet pipe before collectively discharging south towards the same basin.



A separate offsite storm water drainage easement was established for overland flow and drainage conveyance to the currently established regional basin located south of the Oster Parkway dead end. This easement will protect the discharging water as additional properties develop to the south. This easement is shown on the preliminary plat. It should be noted that the existing regional basin was established as a temporary condition and as additional land within the master planned area develops a more refined regional stormwater management system should be established in accordance with the original master plan. To ensure orderly growth, including extension of streets, trails, parks, and stormwater management systems according to the master plan, any additional platting should include all or a more substantial portion of the master planned area.

The property is located outside of the designated 100-year floodplain.

The platting documents including the Deed of Dedication, required legal papers, and a plat fee have been submitted.

RECOMMENDATION

The Community Development Department recommends approval of the Case #PP19-012, a preliminary plat of Immanuel Evangelical Lutheran Church Addition, in conformance with all City staff recommendations a technical requirements.

The Planning and Zoning Commission recommended approval of the preliminary plat at their meeting on June 24, 2020 on a vote of 7-0.

PLANNING & ZONING COMMISSION

Preliminary Discussion 6/24/2020 Chair Holst introduced the item and Ms. Howard provided background information, explaining that church is located east of Oster Parkway and south of Green Creek Road. The existing church is located on Lot 1 of Southern Pines First Addition and has access to two streets (Green Creek Road and Oster Parkway) and access to Green Creek Road is through Tract C in the Southern Pines Second Addition. The acquired an additional parcel to the east in 2018 through a plat of survey as a temporary measure to expedite the sale. Prior to further development the land must be platted. The church wants to expand their parking lot onto the new parcel, so platting is now required. It is proposed to merge all the church properties into one lot and establish a new preliminary plat with just one lot. The frontage and access will remain the same, as well as existing easements for utilities, storm water landscaping and drainage. As the property is zoned MU, Mixed Use Zoning District, site plan review is required prior to the expansion of the parking lot. Ms. Howard noted that the storm water management has been reviewed and approved by staff. Staff recommends approval of the preliminary plat with any comments or direction by the Commission and conformance to all staff recommendations and technical requirements.

Tim Verheyen, ISG Inc, engineer for the project, introduced himself and offered to answer any questions.

Several commissioners noted that the plat seemed fairly straightforward.

Ms. Saul made a motion to approve the item. Mr. Leeper seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Leeper, Saul and Schrad), and 0 nays.

INDEX LEGEND	
CITY:	Cedar Falls
COUNTY:	Black Hawk
SECTION:	30
TOWNSHIP:	89N
RANGE:	13W
PROPRIETOR:	Immanuel Evangelical Lutheran
PLAT PREPARED FOR:	Immanuel Evangelical Lutheran
PLAT PREPARED BY:	Tom W.G. Edgerton - Professional Land Surveyor
COMPANY NAME:	ISG
OFFICE ADDRESS:	508 East Locust Street, Des Moines, Iowa
PHONE:	515-243-9143

Preliminary Plat

IMMANUEL EVANGELICAL LUTHERAN CHURCH ADDITION

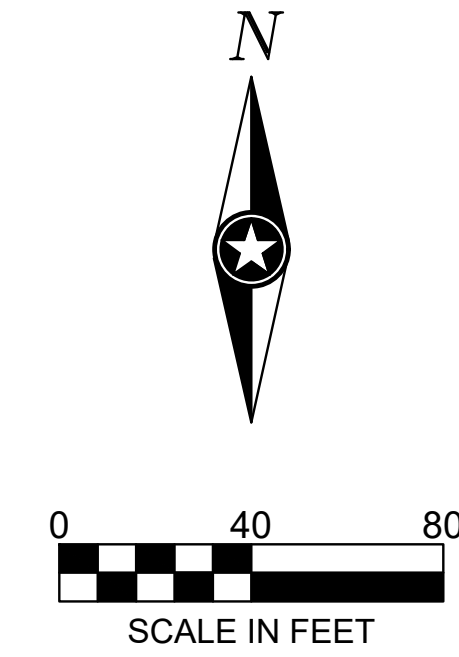
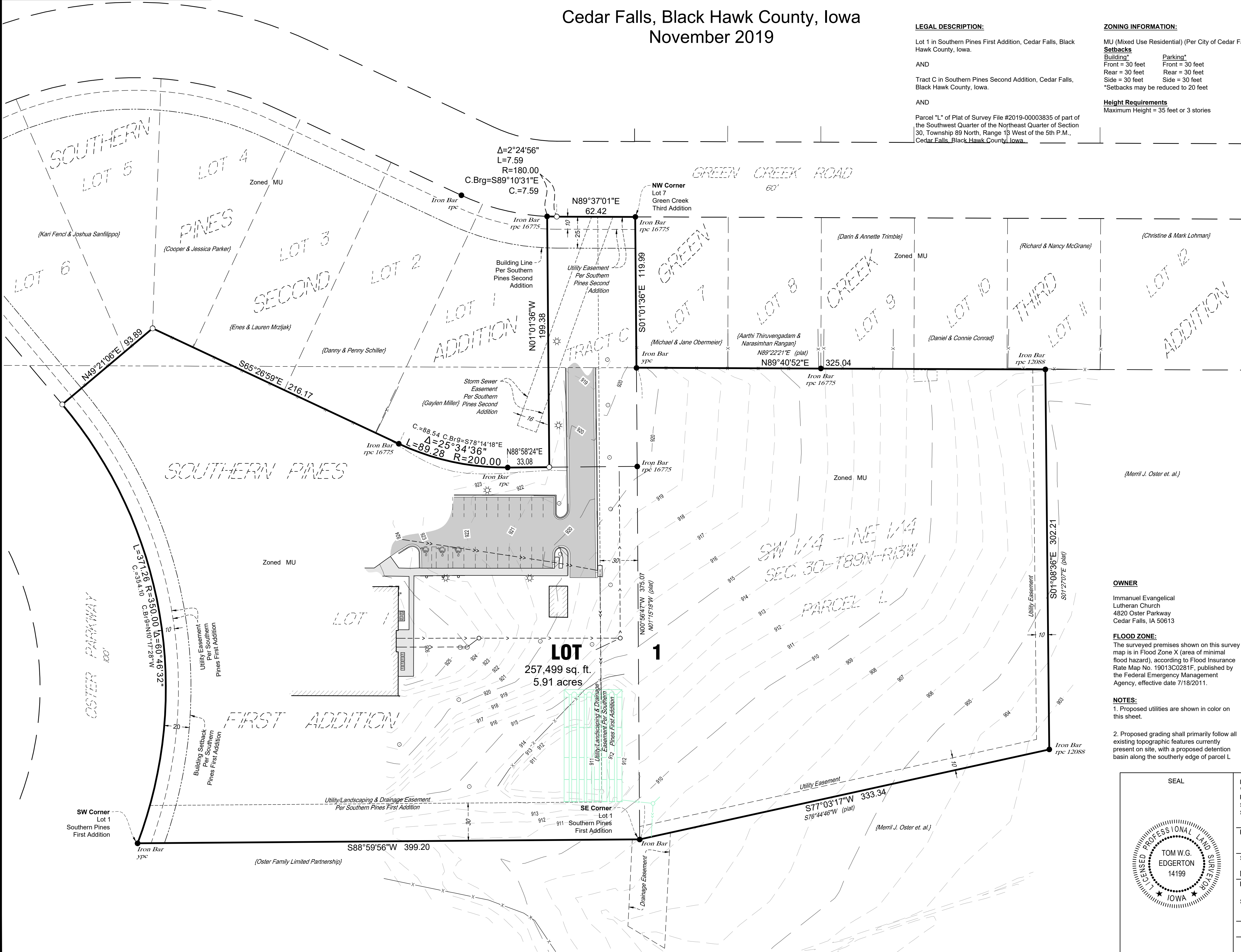
Cedar Falls, Black Hawk County, Iowa
November 2019

LEGAL DESCRIPTION:

Lot 1 in Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.
AND
Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.
AND
Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa.

ZONING INFORMATION:

MU (Mixed Use Residential) (Per City of Cedar Falls Website)
Setbacks
Building* Front = 30 feet Rear = 30 feet Side = 30 feet
Parking* Front = 30 feet Rear = 30 feet Side = 30 feet
*Setbacks may be reduced to 20 feet
Height Requirements
Maximum Height = 35 feet or 3 stories



BASIS OF BEARING
Orientation of this bearing system is based upon the plat of Southern Pines First Addition.

LEGEND

	Bituminous Surface
	Concrete Surface
	Existing Building
	Iron Monument Found
	Indicates 1/2" Dia. x 18" Long Solid Iron Bar Set With Red Plastic Cap Marked Edgerton 14199
	Red Plastic Cap
	Yellow Plastic Cap
	Plat of Survey File No. 00003835 (Parcel L)
	Fence
	Landscaping Edge
	Sanitary Sewer
	Storm Sewer
	Light Pole
	Sign
	Air Conditioner
	Manhole/Catch Basin
	Deciduous Tree

OWNER

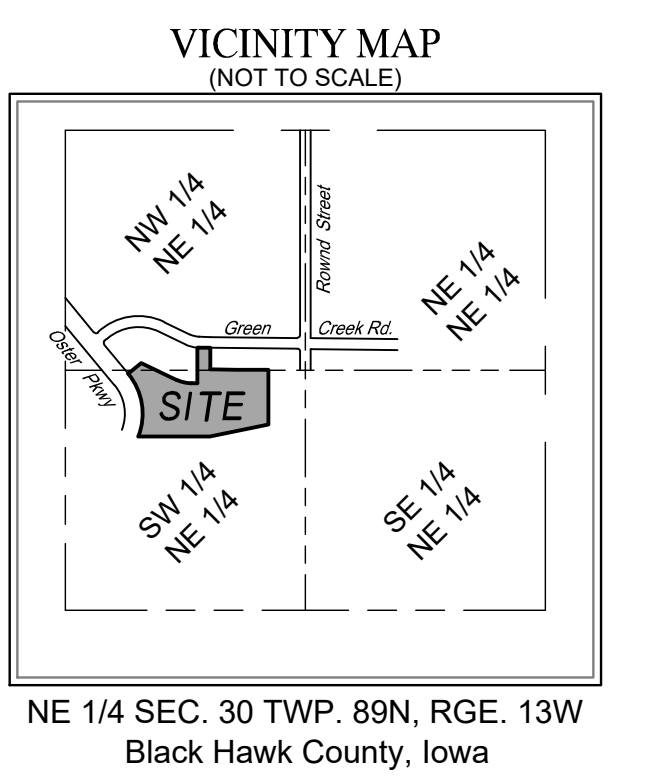
Immanuel Evangelical Lutheran Church
4820 Oster Parkway
Cedar Falls, IA 50613

FLOOD ZONE:

The surveyed premises shown on this survey map is in Flood Zone X (area of minimal flood hazard), according to Flood Insurance Rate Map No. 19013C0281F, published by the Federal Emergency Management Agency, effective date 7/18/2011.

NOTES:

- Proposed utilities are shown in color on this sheet.
- Proposed grading shall primarily follow all existing topographic features currently present on site, with a proposed detention basin along the southerly edge of parcel L.



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PROJECT

IMMANUEL LUTHERAN

CEDAR FALLS IOWA

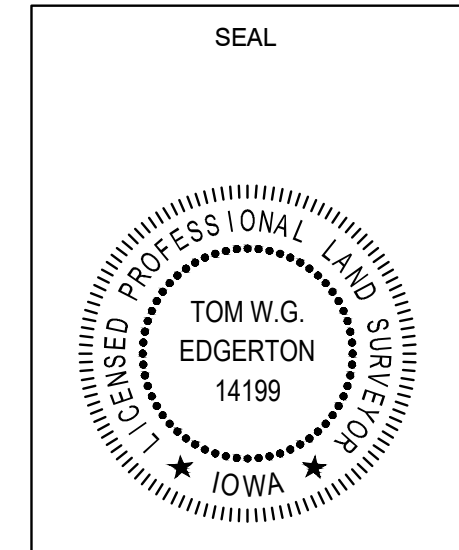
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
12/5/19	Per City Comments	KH
06/10/20	Easement	JW

PROJECT NO.	19-22710
FILE NAME	22710 PPLAT
DRAWN BY	KH
DESIGNED BY	-
REVIEWED BY	TWGE
ORIGINAL ISSUE DATE	11/12/19
CLIENT PROJECT NO.	-

TITLE

PRELIMINARY PLAT

SHEET **1** OF 1



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TOM W.G. EDGERTON

PRINTED SIGNATURE
Tom W.G. Edgerton

SIGNATURE DATE
My license renewal date is 12/31/2021 06/10/20
REGISTRATION EXPIRES DATE ISSUED

SHEETS COVERED BY THIS SEAL 1

DEED OF DEDICATION
OF
IMMANUEL EVANGELICAL LUTHERAN CHURCH ADDITION
CEDAR FALLS, IOWA

KNOWN ALL MEN BY THESE PRESENTS:

That THE IMMANUEL EVANGELICAL LUTHERAN CONGREGATION OF THE UNALTERED AUGSBURG CONFESSION OF WATERLOO, with its principle office in Cedar Falls, Iowa, is the owner of the following legally described real estate:

Lot 1 in the Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa,

And being desirous of combining said real estate into one lot upon approval of the Immanuel Evangelical Lutheran Church Addition Plat, by the City of Cedar Falls, does submit the following statement of proposed easements and restrictions:

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over and/or across the property as shown on the attached plat. Landscaping, fences, and driveways are permitted in the easement areas located on the Plat, but if any work by the City was required in the said easement areas, the expense of removing and replacing whatever was existing in said easement area would be the expense of the owner of the Lot. Notwithstanding the above, no building, fence, landscaping and private garden structure(s) or any obstruction can be built in or over said drainage easements.

All recorded easements affecting the property prior to this platting shall be recognized as continuing in effect and service and shall not be considered rescinded by this platting.

RESTRICTIONS

1. All lots in shall be governed by the zoning ordinances of the City of Cedar Falls, Black Hawk County, Iowa, and all buildings thereon shall meet the minimum restrictions of the zoning ordinances.
2. No further subdivisions of the property will be allowed unless the subdivision of the property is approved by the City of Cedar Falls, Iowa.
3. Setbacks for the property are more particularly shown or noted on the Plat.

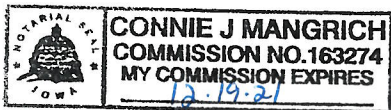
SIGNED and DATED this 6 day of May, 2020

IMMANUEL EVANGELICAL LUTHERAN CONGREGATION OF THE
UNALTERED AUGSBURG CONFESSION OF WATERLOO

Tracy Faust
 By: Tracy Faust
 Its: President

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this 6th day of May, 2020, before the undersigned a Notary Public in and for the State of Iowa, personally appeared Tracy Faust, President of The Immanuel Lutheran Evangelical Congregation of the Unaltered Augsburg Confession of Waterloo, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Immanuel Evangelical Lutheran Congregation.



Connie Mangrich
 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council
FROM: Karen Howard, Planning & Community Services Manager
 Matthew Tolan, Civil Engineer II
DATE: June 30, 2020
SUBJECT: Final Plat - Immanuel Evangelical Lutheran Church Addition

REQUEST: Request to approve the Immanuel Evangelical Lutheran Church Addition Final Plat. (Case #FP19-013)

PETITIONER: Immanuel Evangelical Lutheran Church

LOCATION: The final plat is comprised of 5.91 acres of land located east of Oster Parkway and south of Green Creek Road

PROPOSAL

The petitioner owns the subject property proposed for platting, which is located east of Oster Parkway and south of Green Creek Road. The proposed subdivision will combine the church's existing property at 4820 Oster Parkway with an additional parcel they acquired in 2018 located to the east and a tract to the north that provides access to Green Creek Road. A preliminary plat (Case #PP19-012) was submitted for review and approval concurrently with this request for final plat. The preliminary plat must be reviewed and approved prior to approval of this final plat.

BACKGROUND

The existing church is located on Lot 1 of the Southern Pines, First Addition. The church has an access drive and its main frontage along Oster Parkway, but also owns Tract C of Southern Pines Second Addition. Southern Pines Second Addition includes the homes located north of the church along Green Creek Road and Tract C, which serves as an access easement from the church property to Green Creek Road.

In 2018, the church acquired additional property to the east from Merrill and Carol Oster. To facilitate the sale of the property the City agreed to sign off on a plat of survey for what is described as Parcel L, but with a condition that no development or improvement could occur on Parcel L until City approval of a final plat. In other words, the plat of survey was a temporary measure to expedite the sale. The church now wishes to expand their parking area on to Parcel L, so has applied for approval of a preliminary and final plat, as required by the City's subdivision code.

ANALYSIS

A final subdivision plat formalizes the preliminary plat and legally establishes the lot or lots. After final plat approval sale of lots and/or other development activity may commence in accordance with City regulations. Normally a final subdivision plat cannot be approved until all of the required public improvements have been installed to the standards of the City Engineer. However, in this case, there are no public improvements within the platted area, so the petitioner is free to request final plat approval.

Staff reviews the final plat to ensure that it is consistent with the preliminary plat and any approved construction drawings. Certain legal papers are also required at final plat to ensure that owner and any mortgage holders have given their consent to plat and the title is clear of any encumbrances, unless specifically approved.

The subject final plat includes one lot containing 257,499 square feet of land (5.91 acres). Existing easements for utilities, storm sewer, landscaping, and drainage will remain and are shown on the plat. As described earlier in this report, frontage and access is provided to the proposed lot from Green Creek Road and from Oster Parkway.

The plat is located in the MU, Mixed-Use Residential Zoning District and is included in the larger Pinnacle Prairie Master Plan, which was adopted as part of the zoning. Once the preliminary and final plats are approved, but prior to any development activity, a site plan review of the proposed expansion of the parking area is required, which is described in a separate staff report (Case #SP20-006). The proposed lot created with this final plat has been reviewed by City staff and lot area and frontage meet MU zoning standards and are consistent with the preliminary plat presented under Case #PP19-012.

Utilities

City technical staff, including Cedar Falls Utilities (CFU) personnel, reviewed the proposed plat and find that it is consistent with the preliminary plat and the City's subdivision requirements. All City services are available. Water, electric, gas and communication services are available in accordance with the service policies of CFU.

Storm Water Management – The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's storm water requirements and also finds that the design will improve the drainage pattern that has developed over the years on this undeveloped parcel of land. A more detailed description of the storm water management planned for this small subdivision can be found in the staff report for the preliminary plat, submitted concurrently with this final plat.

The platting documents including the Deed of Dedication, required legal papers, and a plat fee have been submitted.

RECOMMENDATION

The Community Development Department recommends approval of the Case #PP19-012, a final plat of Immanuel Evangelical Lutheran Church Addition, provided that the preliminary plat of Immanuel Evangelical Lutheran Church Addition has been approved.

The Planning and Zoning Commission recommended approval at their meeting on June 24, 2020 on a vote of 7-0.

PLANNING & ZONING COMMISSION

Preliminary Discussion
6/24/2020

The next item for consideration by the Commission was the final plat for Immanuel Lutheran Evangelical Church. Chair Holst introduced the item and Ms. Howard provided background information. She explained that the final plat is consistent with the preliminary plat that was just discussed. Staff recommends approval with the stipulation that all plat documents and legal papers must be in order and submitted in hard copy with original signatures before the item is placed on the City Council agenda.

Mr. Leeper made a motion to approve the item. Mr. Hartley seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Leeper, Saul and Schrad), and 0 nays.

INDEX LEGEND	
CITY:	Cedar Falls
COUNTY:	Black Hawk
SECTION:	30
TOWNSHIP:	89N
RANGE:	13W
PROPRIETOR:	Immanuel Evangelical Lutheran
PLAT PREPARED FOR:	Immanuel Evangelical Lutheran
PLAT PREPARED BY:	Tom W.G. Edgerton - Professional Land Surveyor
COMPANY NAME:	ISG
OFFICE ADDRESS:	508 East Locust Street, Des Moines, Iowa
PHONE:	515-243-9143

This Plat of Survey is not a division of land.
Reference: Warranty Deed File No. 2013-00010016,
Warranty Deed File No. 2016-00003869, and
Warranty Deed File No. 2019-00005322.

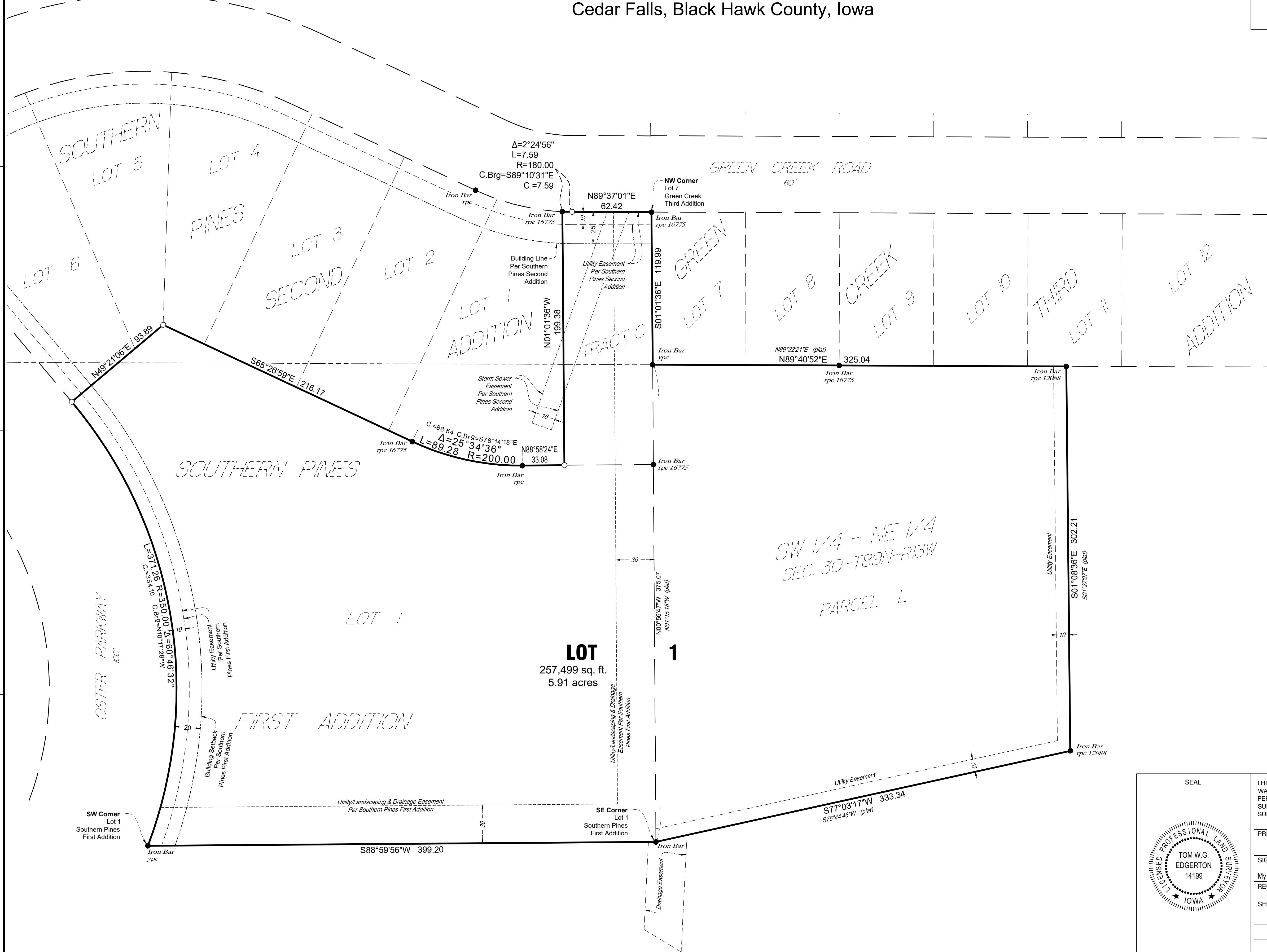
Signature of Surveyor _____ Date _____

Final Plat

IMMANUEL EVANGELICAL LUTHERAN CHURCH ADDITION

Cedar Falls, Black Hawk County, Iowa

Reserved for County Recorder Use

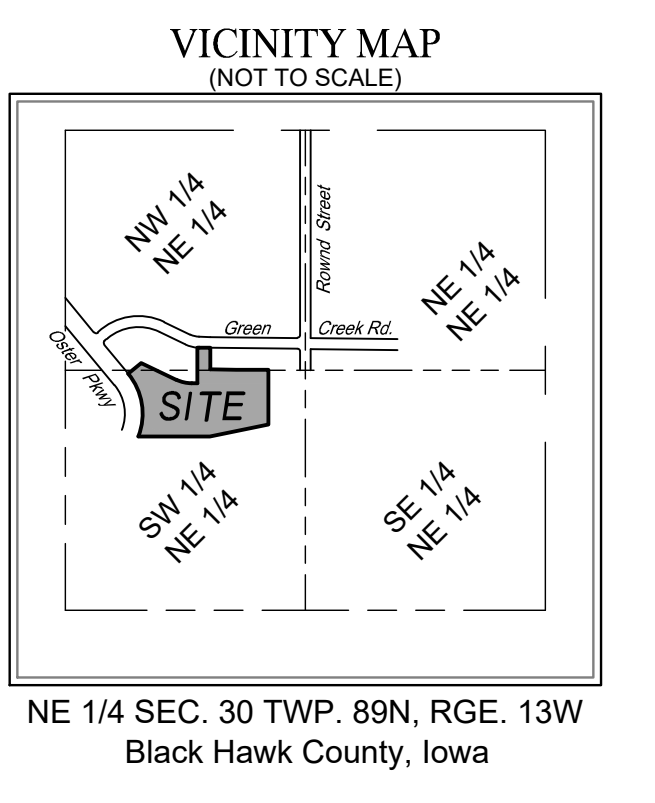


LEGAL DESCRIPTION:
Lot 1 in Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.
AND
Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.
AND
Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa.

ZONING INFORMATION:
MU (Mixed Use Residential)
(Per City of Cedar Falls Website)

Setbacks
Building* Front = 30 feet
Rear = 30 feet
Side = 30 feet
*Setbacks may be reduced to 20 feet

Height Requirements
Maximum Height = 35 feet or 3 stories



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PROJECT

IMMANUEL LUTHERAN

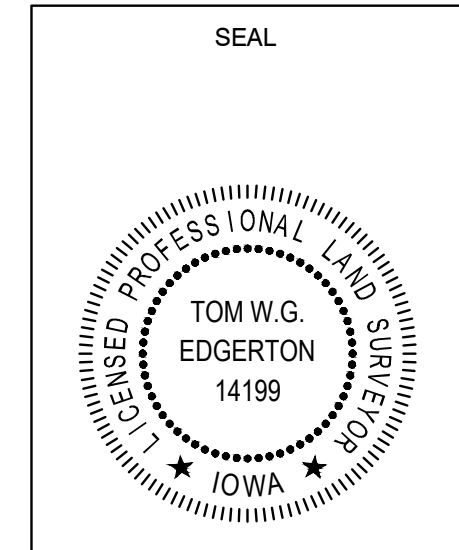
CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
12/5/19	Per City Comments	KH
06/10/20	Easement	JW

BASIS OF BEARING
Orientation of this bearing system is based upon the plat of Southern Pines First Addition.

LEGEND

- Iron Monument Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Bar Set With Red Plastic Cap Marked Edgerton 14199 To Be Set Within One Year Of Recording
- rpc Red Plastic Cap
- ypc Yellow Plastic Cap
- Plat Plat of Survey File No. 00003835 (Parcel L)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TOM W.G. EDGERTON

PRINTED SIGNATURE _____
SIGNATURE _____ SIGNATURE DATE _____
My license renewal date is 12/31/2021 06/10/20
REGISTRATION EXPIRES DATE ISSUED _____

SHEETS COVERED BY THIS SEAL 1

TITLE

FINAL PLAT

SHEET **1** OF 1

DEED OF DEDICATION
OF
IMMANUEL EVANGELICAL LUTHERAN CHURCH ADDITION
CEDAR FALLS, IOWA

KNOWN ALL MEN BY THESE PRESENTS:

That THE IMMANUEL EVANGELICAL LUTHERAN CONGREGATION OF THE UNALTERED AUGSBURG CONFESSION OF WATERLOO, with its principle office in Cedar Falls, Iowa, is the owner of the following legally described real estate:

Lot 1 in the Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa,

And being desirous of combining said real estate into one lot upon approval of the Immanuel Evangelical Lutheran Church Addition Plat, by the City of Cedar Falls, does submit the following statement of proposed easements and restrictions:

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over and/or across the property as shown on the attached plat. Landscaping, fences, and driveways are permitted in the easement areas located on the Plat, but if any work by the City was required in the said easement areas, the expense of removing and replacing whatever was existing in said easement area would be the expense of the owner of the Lot. Notwithstanding the above, no building, fence, landscaping and private garden structure(s) or any obstruction can be built in or over said drainage easements.

All recorded easements affecting the property prior to this platting shall be recognized as continuing in effect and service and shall not be considered rescinded by this platting.

RESTRICTIONS

1. All lots in shall be governed by the zoning ordinances of the City of Cedar Falls, Black Hawk County, Iowa, and all buildings thereon shall meet the minimum restrictions of the zoning ordinances.
2. No further subdivisions of the property will be allowed unless the subdivision of the property is approved by the City of Cedar Falls, Iowa.
3. Setbacks for the property are more particularly shown or noted on the Plat.

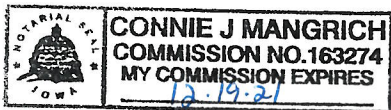
SIGNED and DATED this 6 day of May, 2020

IMMANUEL EVANGELICAL LUTHERAN CONGREGATION OF THE
UNALTERED AUGSBURG CONFESSION OF WATERLOO

Tracy Faust
By: Tracy Faust
Its: President

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this 6th day of May, 2020, before the undersigned a Notary Public in and for the State of Iowa, personally appeared Tracy Faust, President of The Immanuel Lutheran Evangelical Congregation of the Unaltered Augsburg Confession of Waterloo, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Immanuel Evangelical Lutheran Congregation.



Connie Mangrich
Notary Public in and for the State of Iowa

I&S Group Inc.
508 East Locust Street, Des Moines, Iowa 50309

Phone: (VOICE) 515-243-9143

CERTIFICATE OF SURVEY

I, Tom W. G. Edgerton, a licensed land surveyor in the State of Iowa, Des Moines, Iowa, hereby certify that I have made a survey of the property with the following description:

LEGAL DESCRIPTION:

Lot 1 in Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa.

The foregoing described real estate is to be hereafter known and designated as "IMMANUEL EVANGELICAL LUTHERAN CHURCH ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA."

I further certify that the accompanying plat is a true representation thereof in accordance with my field notes of said survey, has been prepared in accordance with the laws of the State of Iowa relating thereto, and the figures in said plat representing distances are in feet and decimals of feet; and that said survey and plat contain and shown any and all surplus and any and all deficiencies from former surveys of record and that iron stakes are set at all lot corners by one year from this date.

Dated this 5th day of May, 2020



Tom W.G. Edgerton
P.L.S. No. 14199
State of Iowa





DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor, Robert M. Green, and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 30, 2020
SUBJECT: MU District Site Plan for Immanuel Evangelical Lutheran Church parking lot expansion (Case #SP20-006)

REQUEST: Request to approve an MU District Site Plan for expansion of a parking lot for Immanuel Evangelical Lutheran Church

PETITIONER: Immanuel Evangelical Lutheran Church

LOCATION: 4820 Oster Parkway (Lot 1, Immanuel Evangelical Lutheran Church Addition)

PROPOSAL

The applicant is proposing to expand a parking lot on their property at 4820 Oster Parkway.

BACKGROUND

In 2004, over 600 acres were rezoned to MU, Mixed Use Residential to create the Pinnacle Prairie development. In the spring of 2016 the Pinnacle Prairie Master Plan and design guidelines were updated to include a more refined street layout as well as current and planned projects and subdivisions. The Immanuel Evangelical Lutheran Church is located along Oster Parkway within "The Villages" section of this master planned development, as shown below.

When development is proposed in the MU District, a site plan must be submitted for review and approval by the Planning & Zoning Commission and the City Council. A site plan for the existing church building and parking area were approved in July 2013.

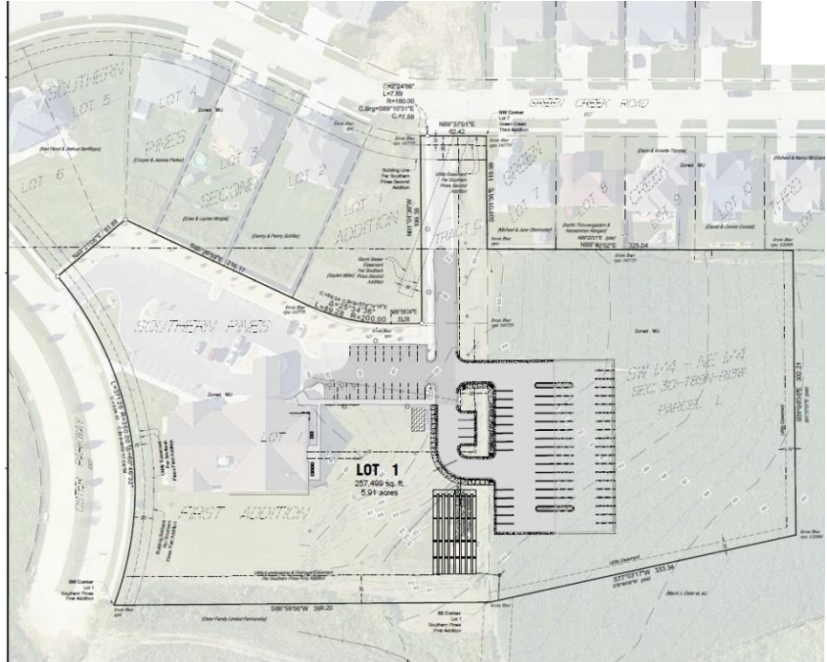
In 2018, the church acquired additional property to the east.



To facilitate the sale of the property the City agreed to sign off on a plat of survey for what is described as Parcel L, but with a condition that no development or improvement could occur on Parcel L until City approval of a final plat. The church now wishes to expand their parking area on to Parcel L, so has applied for approval of a preliminary and final plat, as required by the City's subdivision code, which were presented under separate staff reports concurrently with this site plan. The preliminary and final plat of the Immanuel Evangelical Lutheran Church Addition must be approved prior to approval of the subject site plan.

ANALYSIS

Development in an MU zoning district requires site plan review to ensure that the development site satisfies the standards of the comprehensive plan, recognizes principles of civic design, land use planning, landscape architecture, and building architectural design that are set out for the district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure high quality development.



This request is to amend the original site plan to expand the parking area for the church, so only those approval criteria relevant to review of this expansion are discussed in this staff report. The following is a review of the applicable zoning ordinance requirements:

Parking: The minimum number of parking spaces was satisfied with the initial development, so this review will focus on the setback requirements and landscaping requirements within the district. The MU District has minimum 20 foot setbacks around the perimeter of individual lots for both buildings and parking areas. The proposed parking lot is more than 40 feet from the closest lot line. **Setbacks are met.**

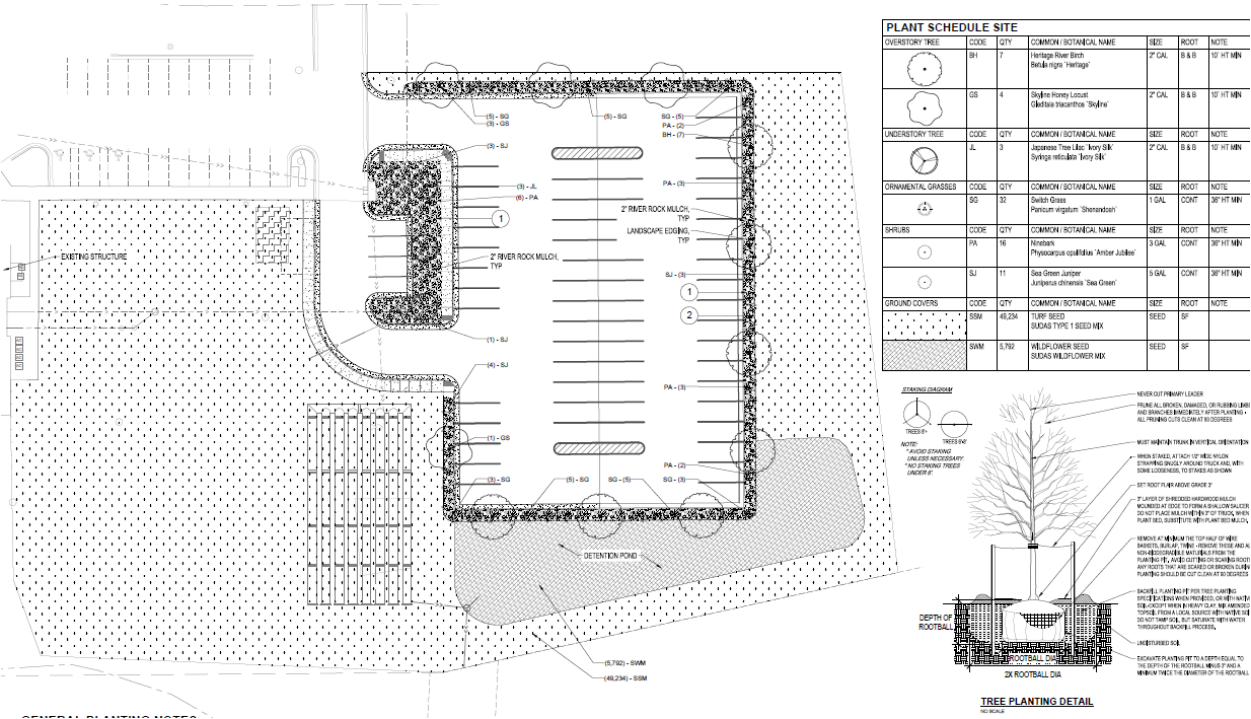
Open Green Space: The MU District requires that open green space be provided at the rate of 10% of the total development site area excluding the required district setbacks. The entire development site is 257,499 square feet. The area of the site covered by buildings, parking, and other paved areas is approximately 90,333 square feet, which is approximately 35% of the site. The other 65% of the total site area (167,166 square feet) remains open greenspace. Even excluding the required 20-foot setback area, the open space will far exceed the minimum 10% required. **The open green space requirement is met.**

Landscaping/Tree coverage

The MU District requires street trees to be planted along the street frontages at a minimum ratio of 0.75 landscaping points per linear foot of public street frontage. The street tree requirement was satisfied with the original site plan and no new street frontage was added with the new platted area, so no additional street trees are required.

With regard to parking areas, one over-story tree is required for every 15 parking stalls or 2500 sq. ft. of parking lot area. There are 64 new parking spaces proposed for the expanded lot, so a minimum of 4 over-story trees are required to shade the parking lot. The landscaping plans shows 11 over-story trees surrounding the parking lot, so four of those trees will satisfy the parking lot tree requirement. Landscaping is required around the perimeter of parking areas to screen and soften the view from neighboring properties and public street frontages. The site plan indicates that ornamental grasses and shrubs are proposed in this area. These shrubs can count toward the general landscaping requirement described below.

The general site landscaping requirement in the MU District is calculated at a ratio of 0.02 landscaping points per square foot of total development site area. For a 257,499 square foot site, 5150 landscaping points are required. The landscaping plan submitted with the proposed site plan (shown below and attached) consists entirely of trees, shrubs, and grasses planted around the perimeter of the proposed parking area. Subtracting the 4 trees required to satisfy the parking lot tree requirement, the proposed site plan includes trees and shrubs that equal 1030 points. The site plan indicates that the remainder of the new lot area will be seeded with grass or a wildflower seed mix. Landscaping installed with the original site plan for the church property satisfy 3100 of the required points. So 3100 points from the original site added to the 1030 points provided with the new site plan equals 4130 total points. The proposed site plan is 1020 points short of the MU District requirement (5150 – 4130 = 1020).



The zoning ordinance does provide discretion to the Planning & Zoning Commission to give credit for open green space on the site. It states, "If, in the judgement of the Planning and Zoning Commission the required number of points result in an excessive number of plantings, up to 10% of the total required points can be assigned to open green space at the rate of one point for each 500 square feet of open green space." So, based on the amount of open green space currently shown on the site, an additional 334 points could be granted toward the requirement, reducing the additional points required to 686. Staff discussed the shortfall with a representative for the church and with their engineering consultant, who prepared the

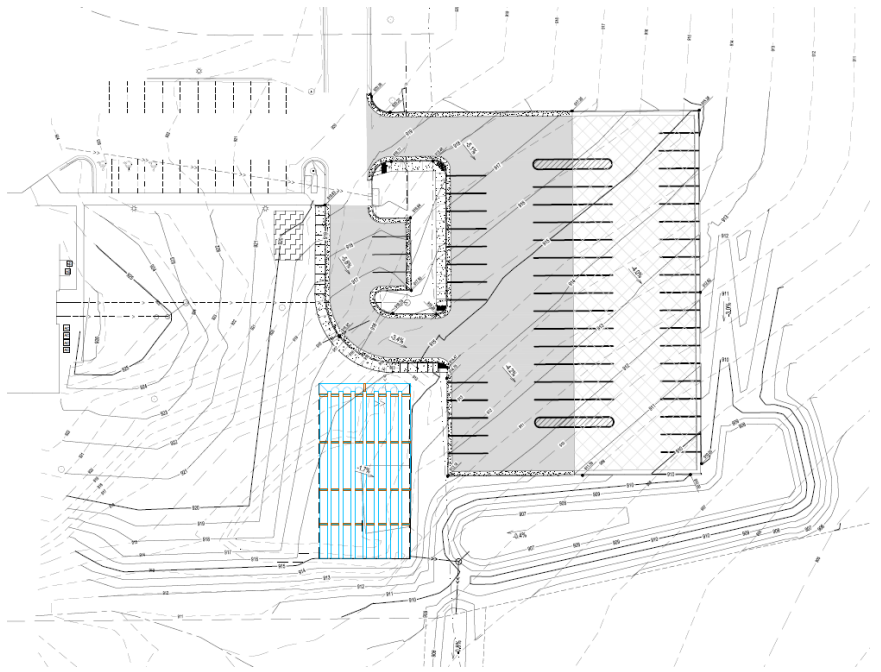
landscaping plan. They are agreeable to adding landscaping to meet the requirement and will prepare an amended landscaping plan to present to the Commission at the meeting on June 24. **Landscaping requirement is not met. Staff recommends additional trees and shrubs be added to the site plan to satisfy the additional 1020 points required (or as otherwise reduced by the Commission for credit granted for the open space) prior to City Council approval.**

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed plat. All utility services are already provided to the site.

With regard to stormwater management, the petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's storm water requirements and also finds that the design will improve the drainage pattern that has developed over the years on the undeveloped portion of the property. Following is a summary of the proposed storm water management system for the site.

The existing site currently channels all collected storm water into a detention basin on the southwest corner of the church's parcel. The detention basin outlets south toward the currently established regional basin located south of the Oster Parkway dead end. To regain valuable green space, the church plans to install an underground detention system to replace the current above ground system. Meanwhile, the new parking lot addition will channel all of the newly collected water to the south into a larger above ground detention basin. This basin's outlet pipe will connect to the underground detention's outlet pipe before collectively discharging south towards the same basin. In the grading plan for the site, shown to the right, one can see the underground detention located near the southwest corner of the parking lot and the proposed above-ground detention basin directly to the south. One can also see the outlet to the area where the off-site easement was established with the plat. This easement will protect the discharging water as additional properties develop to the south.



A courtesy notice to adjoining property owners was mailed on June 18, 2020.

STAFF RECOMMENDATION

Staff recommends approval of SP20-006, a MU District Site Plan for property located at 4820 Oster Parkway (Lot 1, Immanuel Evangelical Lutheran Church Addition), subject to the following stipulations:

- 1) Any comments or direction specified by the Planning & Zoning Commission;
- 2) Approval of the preliminary and final plats of Immanuel Evangelical Lutheran Church Addition;
- 3) Additional landscaping added to the site plan to satisfy the MU District requirement prior to City Council approval;
- 4) Conformance with to all city staff recommendations and technical requirements.

The Planning and Zoning Commission recommended approval on a vote of 7-0, subject to the staff recommendations, and recommended approval of the amended landscaping plan (attached) and a minor reduction to the landscaping points based on the amount of open green space provided on the site.

PLANNING & ZONING COMMISSION

Discussion & Vote
6/24/20

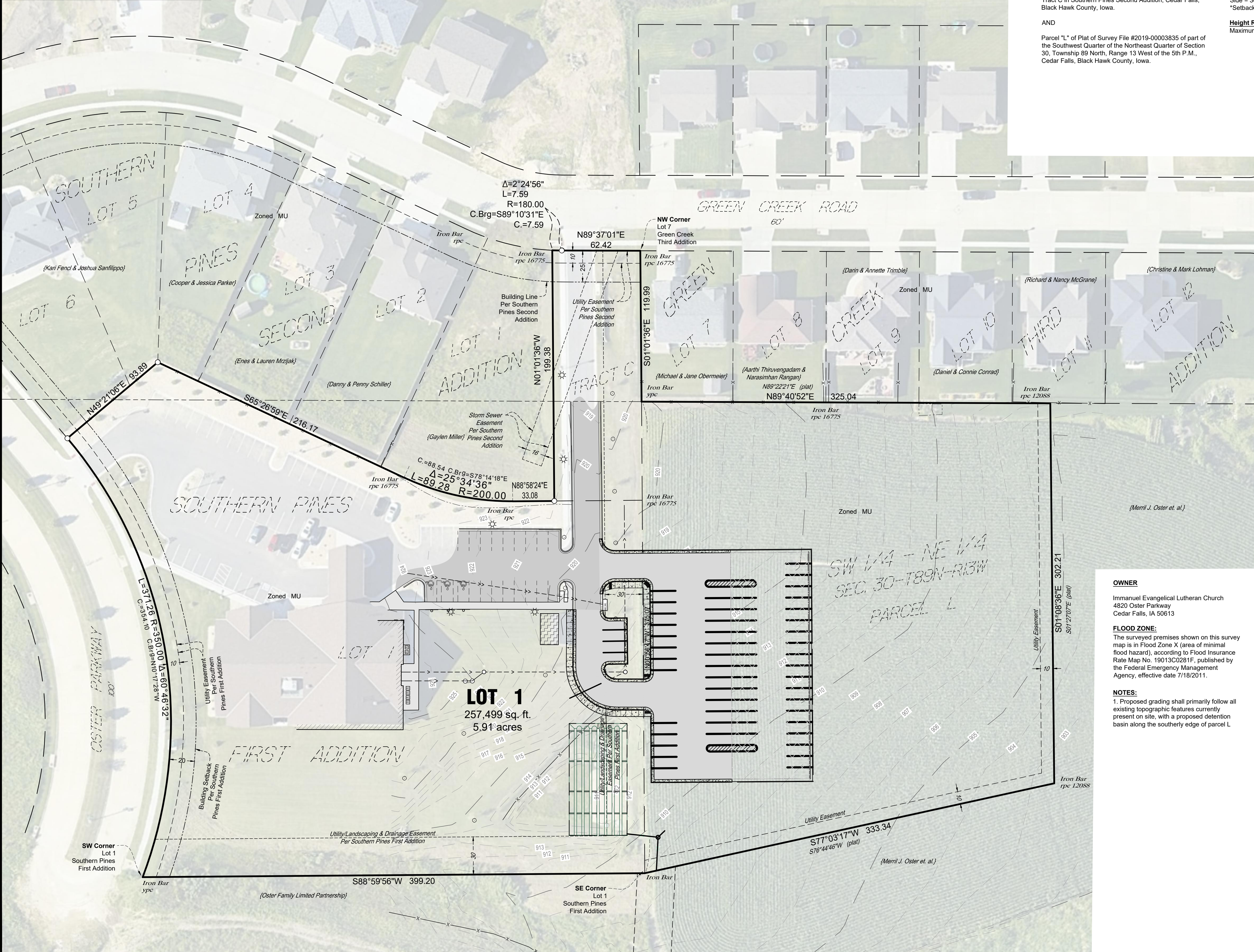
The Commission then considered the site plan Immanuel Lutheran Evangelical Church. Chair Holst introduced the item and Ms. Howard provided background information. The site plan for the existing church was approved in 2013 and will need to be reviewed by the Commission and City Council to ensure that the development will be consistent with the MU District standards and the adopted master plan. She discussed the proposed changes to parking and green space area. Ms. Howard also spoke to the landscaping requirements and noted that although there was initially a shortfall of 1020 points, the church has submitted a revised landscaping plan with 11 additional trees to be located along the northern property line, which satisfied an additional 880 landscaping points, leaving a remain 140 point shortfall. Staff noted that the Planning and Zoning Commission has the discretion to give credit for up to 10% of the landscaping point requirement to be satisfied with open green space at a ratio of one point for each 500 square feet of green space. Staff recommends that the Commission grant this credit to satisfy the remaining 140 landscaping points. Howard noted that storm water management requirements have also been met. Staff recommends approval subject to any comments or direction by the Commission, any additional landscaping required by the Commission and conformance to all city staff recommendations and technical requirements.

Mr. Schrad asked if there are any zoning stipulations regarding parking lots and whether they are permeable. Ms. Howard noted that there is not a requirement in the ordinance for that at this time.

Tim Verheyen, project engineer from ISG, responded to the question stating that they typically do not recommend permeable paver systems for entities, such as churches, due to the long term and ongoing maintenance required.

Ms. Saul made a motion to approve the item, subject to the staff recommendations. Hartley seconded the motion. The motion was approved unanimously with 7 ayes (Adkins, Hartley, Holst, Larson, Leeper, Saul and Schrad), and 0 nays.

INDEX LEGEND	
CITY:	Cedar Falls
COUNTY:	Black Hawk
SECTION:	30
TOWNSHIP:	89N
RANGE:	13W
PROPRIETOR:	Immanuel Evangelical Lutheran
PLAT PREPARED FOR:	Immanuel Evangelical Lutheran
PLAT PREPARED BY:	Tom W.G. Edgerton - Professional Land Surveyor
COMPANY NAME:	ISG
OFFICE ADDRESS:	508 East Locust Street, Des Moines, Iowa
PHONE:	515-243-9143



LEGAL DESCRIPTION:

Lot 1 in Southern Pines First Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Tract C in Southern Pines Second Addition, Cedar Falls, Black Hawk County, Iowa.

AND

Parcel "L" of Plat of Survey File #2019-00003835 of part of the Southwest Quarter of the Northeast Quarter of Section 30, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa.

ZONING INFORMATION:

MU (Mixed Use Residential) (Per City of Cedar Falls Website)

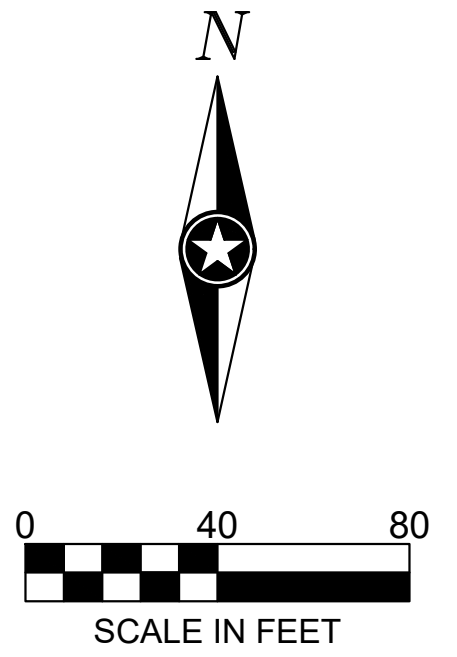
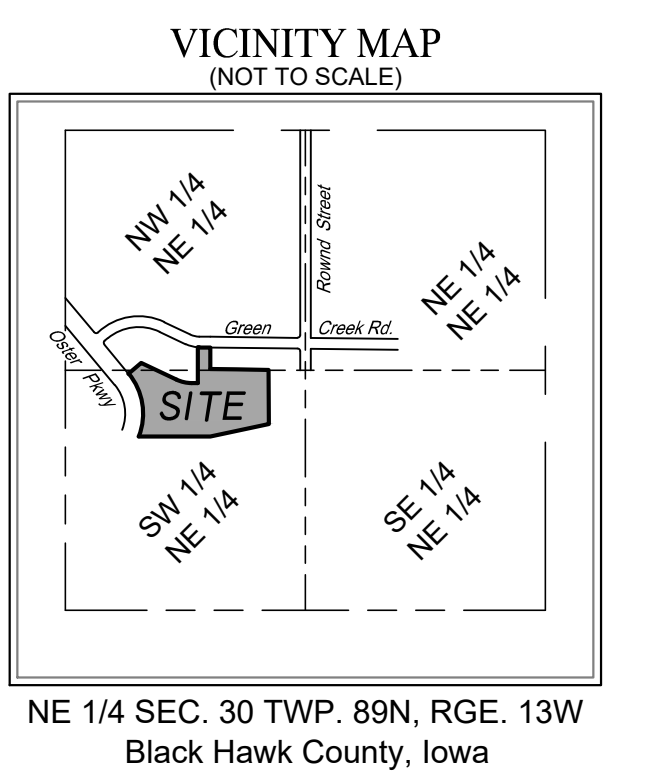
Setbacks

Building*	Parking*
Front = 30 feet	Front = 30 feet
Rear = 30 feet	Rear = 30 feet
Side = 30 feet	Side = 30 feet

*Setbacks may be reduced to 20 feet

Height Requirements

Maximum Height = 35 feet or 3 stories



BASIS OF BEARING

Orientation of this bearing system is based upon the plat of Southern Pines First Addition.

LEGEND

- Bituminous Surface
- Concrete Surface
- Existing Building
- Iron Monument Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Bar Set With Red Plastic Cap Marked Edgerton 14199
- rpc* Red Plastic Cap
- ypc* Yellow Plastic Cap
- Plat* Plat of Survey File No. 00003835 (Parcel L)
- Fence
- Landscaping Edge
- Sanitary Sewer
- Storm Sewer
- Light Pole
- Sign
- Air Conditioner
- Manhole/Catch Basin
- Deciduous Tree

OWNER

Immanuel Evangelical Lutheran Church
4820 Oster Parkway
Cedar Falls, IA 50613

FLOOD ZONE:

The surveyed premises shown on this survey map is in Flood Zone X (area of minimal flood hazard), according to Flood Insurance Rate Map No. 19013C0281F, published by the Federal Emergency Management Agency, effective date 7/18/2011.

NOTES:

1. Proposed grading shall primarily follow all existing topographic features currently present on site, with a proposed detention basin along the southerly edge of parcel L.

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PROJECT

IMMANUEL LUTHERAN CHURCH

PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 COVER SHEET
DRAWN BY	KH
DESIGNED BY	JLK
REVIEWED BY	TWGE
ORIGINAL ISSUE DATE	11/12/19
CLIENT PROJECT NO.	-

TITLE

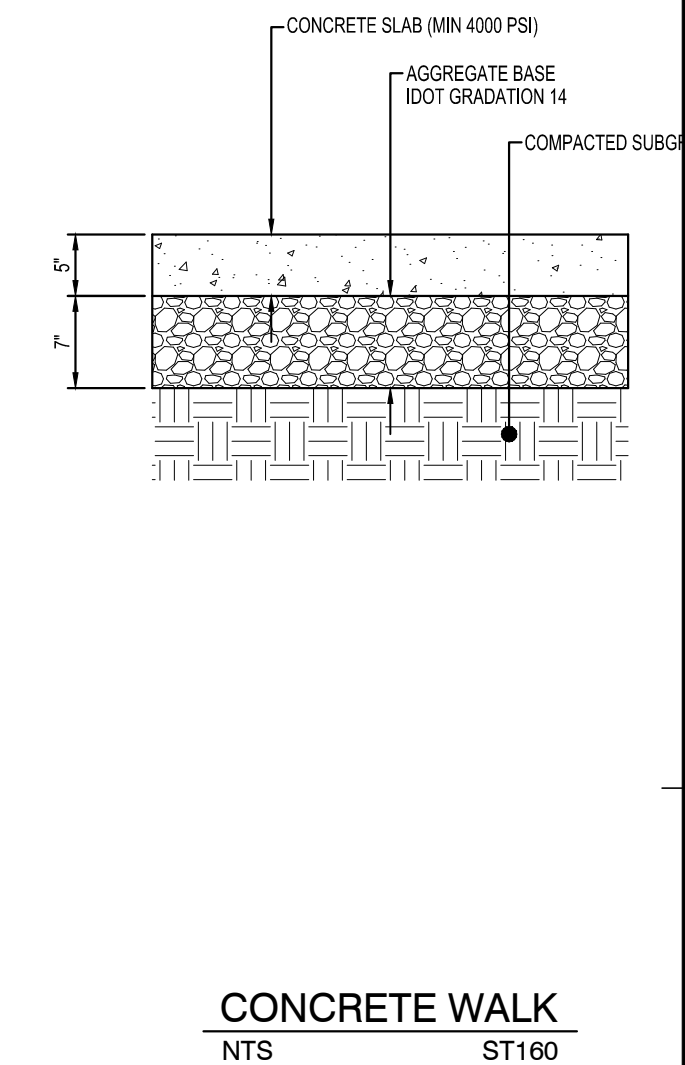
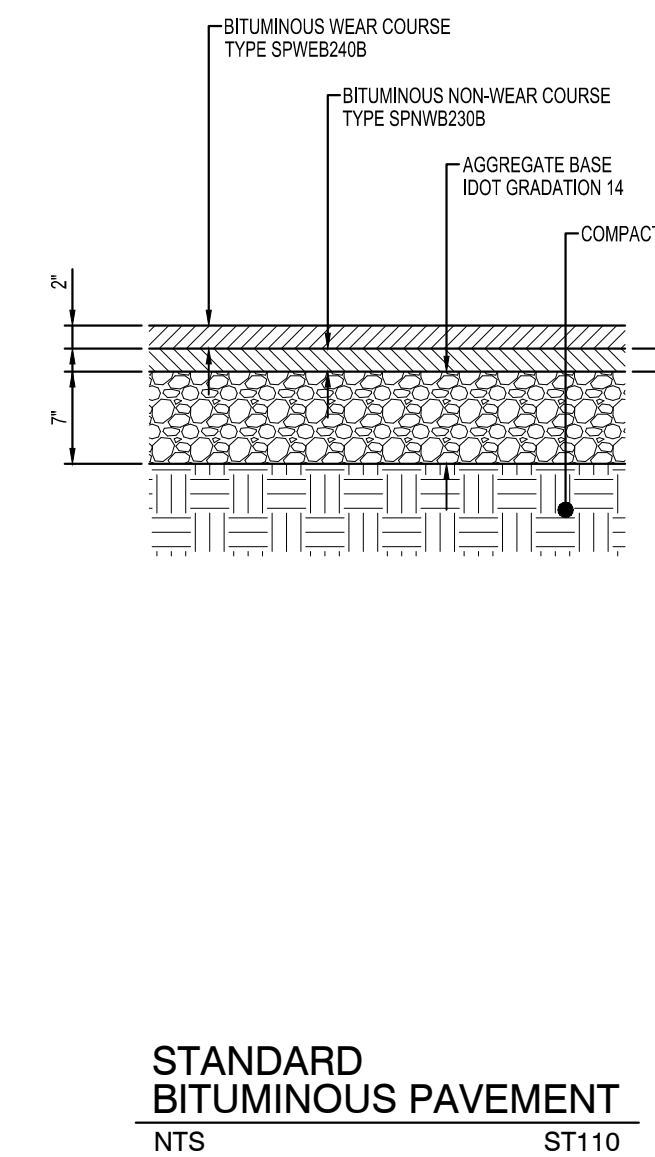
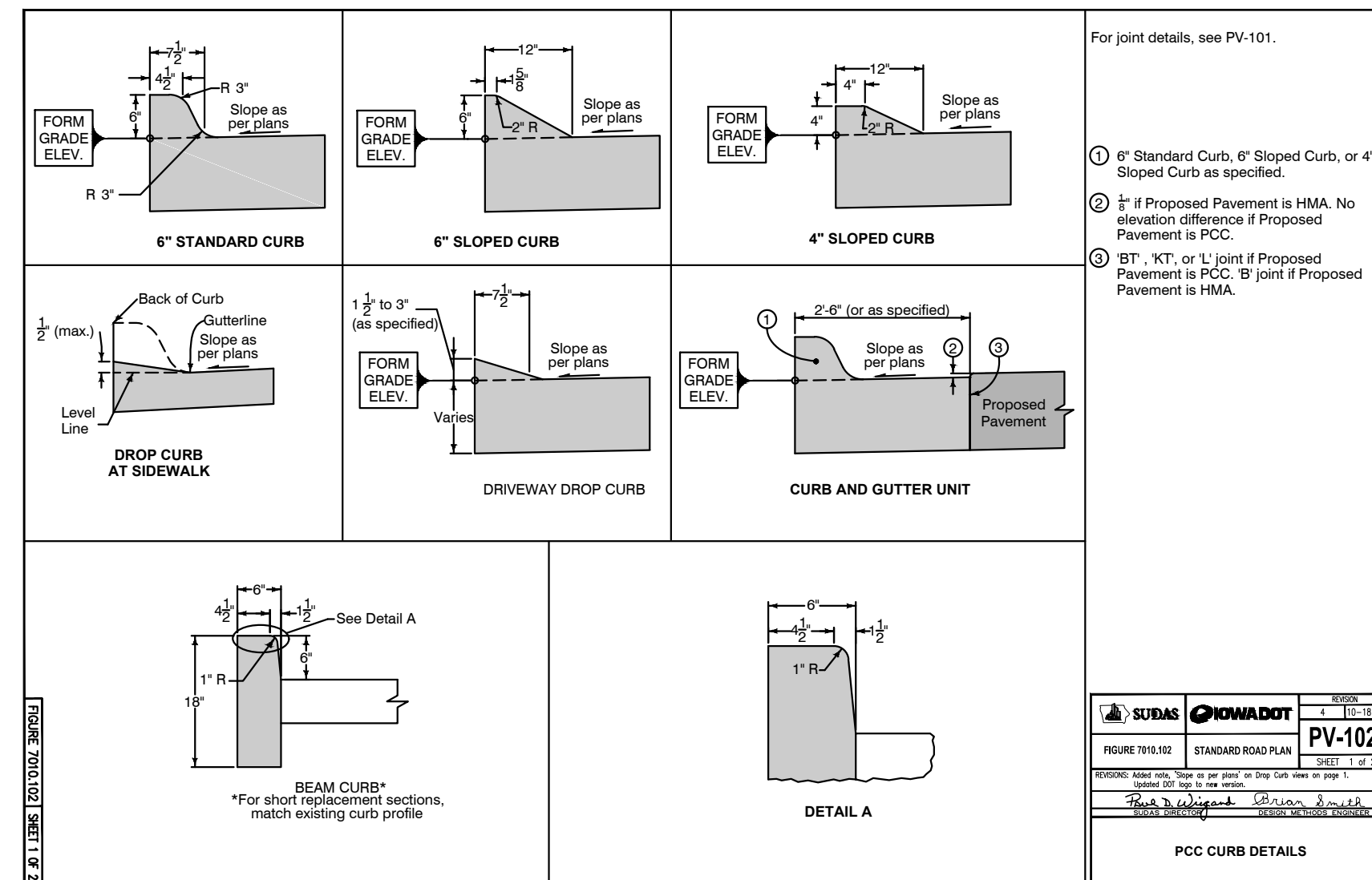
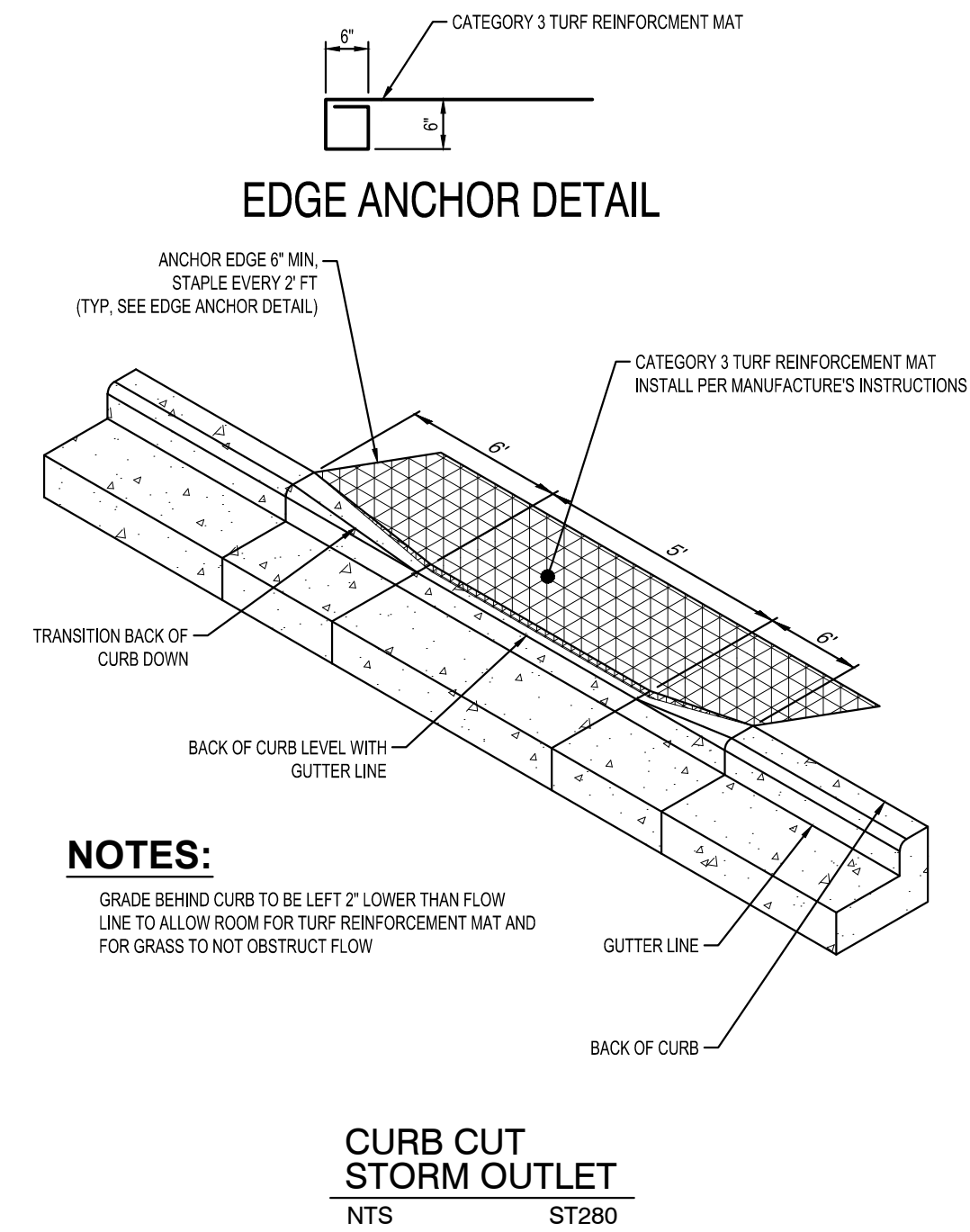
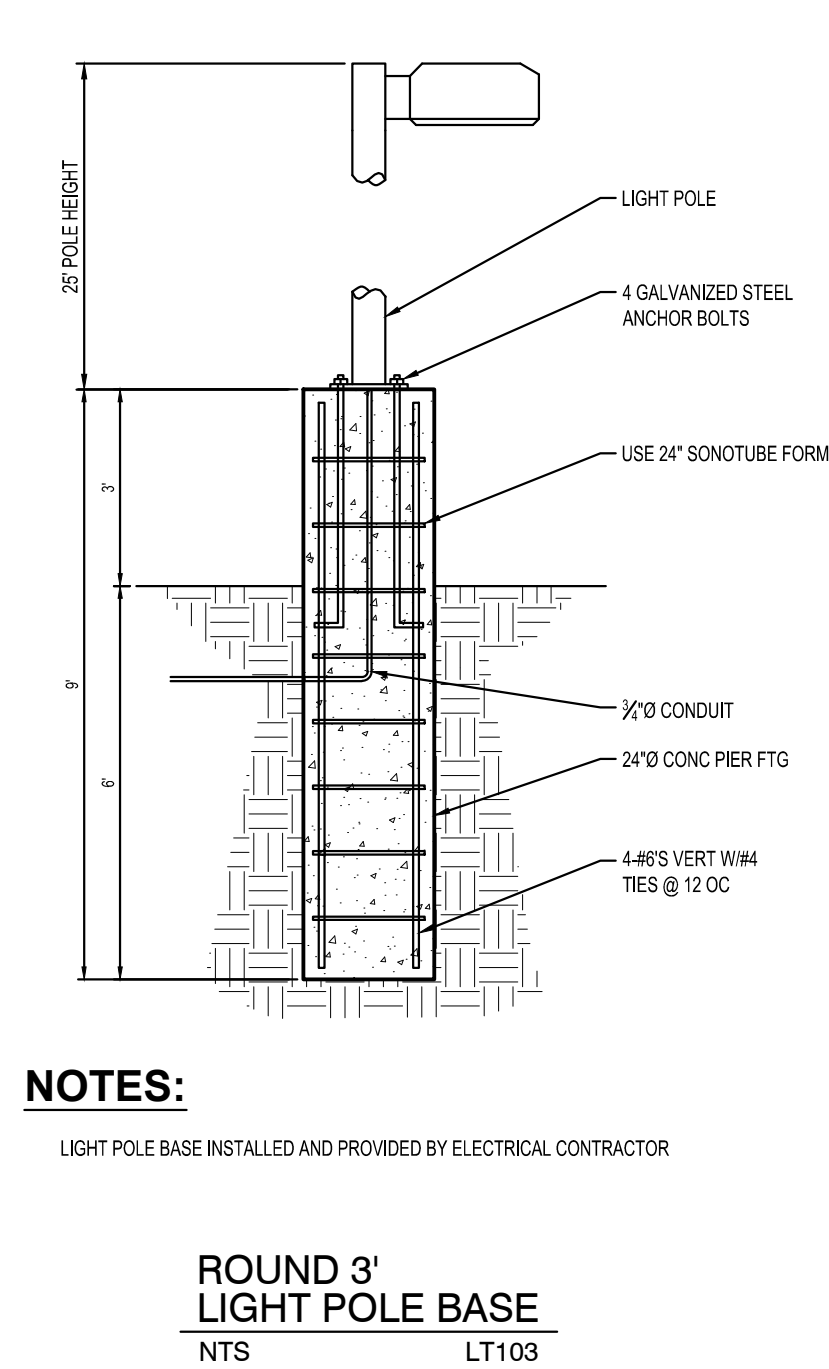
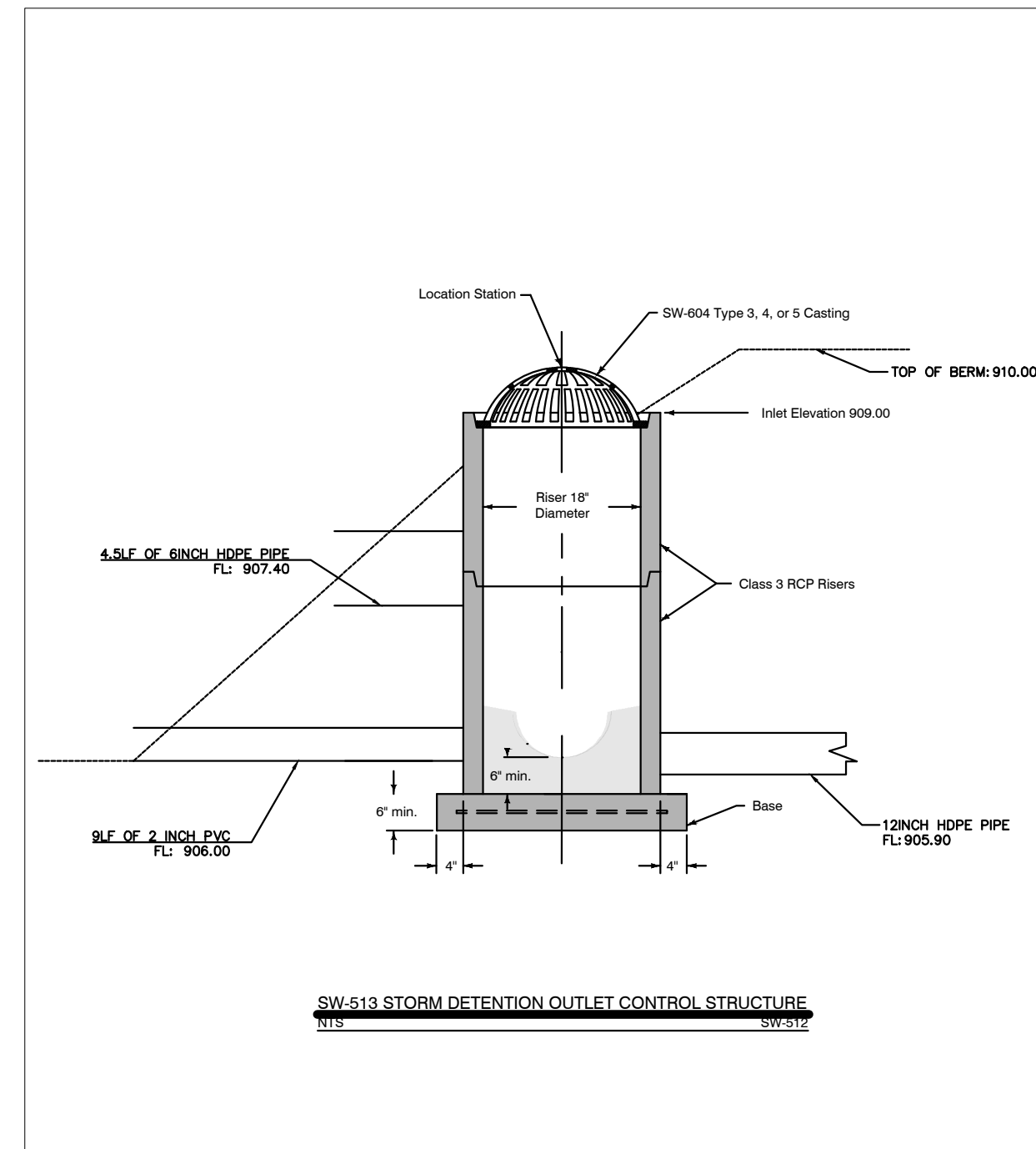
OVERALL SITE PLAN

SHEET

C0-11

CONSTRUCTION NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
- ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
- THE 2018 EDITION OF THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS SHALL APPLY TO CONSTRUCTION WORK ON THE PROJECT (SUDAS), PLUS THE PROJECT MANUAL PREPARED BY I-S GROUP, INC. AND THE CITY OF CEDAR FALLS STANDARDS. A FULL IOWA SUDAS SPECIFICATIONS MANUAL CAN BE FOUND ONLINE FOR FREE AT WWW.IOWASUDAS.COM.
- THE WORK TO BE ACCOMPLISHED FOR THE CONSTRUCTION OF THIS PROJECT WILL OCCUR ON OWNER'S PROPERTY. THE CONTRACTOR SHALL CONFINE OPERATION, PEOPLE, AND EQUIPMENT TO THE OWNER'S PROPERTY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIALS NOT TO BE INCORPORATED IN THE WORK INVOLVED IN THE PROJECT (UNSUITABLE EXCAVATION, WASTE PIPE, ETC.).
- PUBLIC AND PRIVATE UTILITY FIXTURES ARE EXISTING WITHIN THE CONSTRUCTION AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THESE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR ANY NECESSARY MODIFICATION OF SERVICES. NO ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.
- SEEDING AND FERTILIZING IS INCLUDED IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AND PREPARING AREAS DISTURBED BY CONTRACTOR'S OPERATIONS FOR SEEDING. ALL DEBRIS GREATER THAN GOLF BALL SIZE SHALL BE REMOVED AND AREA SHALL BE RAKED SMOOTH. CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE OF THE OWNER'S PROPERTY DURING OPERATIONS AND SHALL MAKE A REASONABLE EFFORT TO NOT DISTURB AREAS GREATER THAN NECESSARY DURING CONSTRUCTION. AREAS OF NONGERMINATION WILL BE RESEEDED AND REFERTILIZED BY THE CONTRACTOR. COST IS TO BE CONSIDERED INCIDENTAL.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO SECURE ALL NECESSARY TRAFFIC CONTROL SIGNS, DEVICES, ETC., AND TO PLACE, MAINTAIN, AND REMOVE SAME AS CONSTRUCTION COMMENCES AND IS COMPLETED IN ACCORDANCE WITH THE CURRENT EDITION OF THE IOWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS. FAILURE TO COMPLY WITH THIS PORTION OF THE SPECIFICATIONS WILL RESULT IN SUSPENSION OF WORK UNTIL THE SITUATION IS CORRECTED. A REDUCTION IN THE LUMP SUM TO BE PAID WILL BE MADE FOR EXCESSIVE NONCOMPLIANCE WITH REQUIRED TRAFFIC CONTROL. NO WORK SHALL COMMENCE IN ANY GIVEN AREA UNTIL ALL APPROPRIATE TRAFFIC CONTROL IS IN PLACE.
- THE CONTRACTOR SHALL NOT DISTURB GRASSED AREAS AND TREES OUTSIDE THE CONSTRUCTION LIMITS. TREES AND BUSHES SHALL BE RETAINED AS POSSIBLE. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREA(S) WILL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- ALL EXISTING TREES AND BUSHES SHALL BE MAINTAINED AND PROTECTED UNLESS NOTED OTHERWISE. AREAS OF HAND FORMING MAY BE REQUIRED TO PROTECT TREES.
- THE CONSTRUCTION OPERATIONS ARE TO TAKE PLACE IN A RESIDENTIAL AREA. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS INCLUDED IN THE SPECIFICATIONS IN REGARD TO POSITIVE DUST CONTROL DURING ALL OPERATIONS TO INCLUDE REMOVAL, CLEAN UP, ETC.
- CONTRACTOR SHALL PROVIDE BARRICADES AND SIGNS IDENTIFYING VEHICLES AND OBSTACLES IN THE DRIVEN ROADWAY.
- EXISTING STORM SEWERS, SANITARY SEWERS, AND WATER MAINS ARE LOCATED BASED ON CITY AND CHURCH RECORDS AND ACTUAL LOCATION MAY VARY GREATLY FROM THAT SHOWN.
- ELEVATIONS GIVEN ON THE PLAN AND PROFILE SHEETS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- CONTRACTOR(S) SHALL BE RESPONSIBLE FOR SECURING THE SERVICES OF AN INDEPENDENT TESTING LABORATORY FOR ALL MATERIAL TESTING FOR THIS PROJECT.
- OWNER WILL PROVIDE CONSTRUCTION STAKING FOR PROJECT THROUGH CONSULTANT.
- GRANULAR BEDDING IS REQUIRED FOR ANY TYPE OF PIPE USED AND SHALL BE AS SPECIFIED.
- A NEAT VERTICAL EDGE WILL BE REQUIRED FOR ALL JOINTS BETWEEN THE NEW PAVEMENT SURFACE AND EXISTING PAVING AS SHOWN IN THE PLANS. SAW CUTTING OR OTHER TECHNIQUES MAY BE USED TO PROVIDE THIS EDGE. COST OF THE SAW CUT IS TO BE CONSIDERED INCIDENTAL. ADDITIONAL REMOVAL AND REPLACEMENT DUE TO THE CONTRACTOR'S OPERATION WILL NOT BE MEASURED SEPARATELY BUT WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- ANY DEWATERING NECESSARY FOR CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO INDIVIDUAL CONSTRUCTION ITEM. PLEASE REFER TO SUBSURFACE EXPLORATION REPORT FOR ANTICIPATED SITE CONDITIONS. REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT GUARANTEE CONDITIONS TO BE EXPERIENCED.
- THE CONTRACTOR SHALL INSPECT AND VERIFY SOIL CONDITIONS AS NECESSARY IN ORDER TO DETERMINE THE TYPE OF CONSTRUCTION TO EMPLOY. NATURAL AND/OR MANMADE OBSTRUCTIONS MAY BE ENCOUNTERED IN THE SOIL. THESE CONTRACT DOCUMENTS DO NOT WARRANT THE NATURE OR CONDITIONS OF THE SOILS, AND DO NOT WARRANT THAT NATURAL OR MANMADE OBSTRUCTIONS WILL NOT BE ENCOUNTERED, NOR GUARANTEE THE EXTENT TO WHICH ROCKS, BOULDERS, OR OTHER OBSTRUCTIONS, REGARDLESS OF SIZE, MAY BE ENCOUNTERED DURING BORING OPERATIONS. THE CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION FOR ANY NATURAL OR MANMADE OBSTRUCTIONS ENCOUNTERED DURING CONSTRUCTION.
- IF ALTERNATE BID PART OF PARKING LOT IS NOT DONE ALONG SIDE THE BASE BID PART OF THE PARKING LOT, THE ALTERNATE LOTS SUBGRADE SHALL BE GRADED IN PREPARATION FOR THE ALTERNATE TO BE OVERLAID AT A LATER DATE. A 10FT TRANSITION AREA BETWEEN THE PARKING LOT AND SUBGRADE OF THE ALTERNATE SHALL BE GRADED OUT TO AVOID HAVING A DROP FROM PAVEMENT.
- ALL CONDUIT SHALL BE INSTALLED IN THE BASE BID PART OF THE PROJECT.
- DURING PAINTING OF PARKING LOT STRIPPING, CONTRACTOR IS TO REPAINT PARKING STALLS ON WEST SIDE OF MAIN ENTRANCE TO THE CHURCH AND PAINT ADA ACCEPTABLE HANDICAP PARKING STALLS, AND TO INSTALL HANDICAP SIGNS IN FRONT OF THOSE STALLS THAT MEET ADA REQUIREMENTS.



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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 TITLE & NOTES
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
NOTES & DETAILS

SHEET
C0-20



BASE BID AND ALTERNATE #1		
ESTIMATE REFERENCE INFORMATION		
SPECIFICATION ITEM CODE REFERS TO EITHER THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL OR ADDITIONS & REMODELING FOR THE IMMANUEL LUTHERAN PARKING LOT ADDITION PROJECT MANUAL. ITEM CODE REFERRING TO THE PROJECT MANUAL WILL REFER TO THE ITEM SPECIFICATION AND NOT THE MEASUREMENT AND PAYMENT SECTION.		
ITEM NO.	SPECIFICATION ITEM CODE	DESCRIPTION
1	1070-206-A-0	TRAFFIC CONTROL REFER TO CONSTRUCTION NOTES AND PROJECT MANUAL DETAILS.
2	2010-108-C-0	CLEARING AND GRUBBING ITEM IS FOR CLEARING AND GRUBBING OF TREES, LOGS, STUMPS, ROOTS, HEDGE, BRUSH, FENCE, SIGNS, AND ANY OTHER DEBRIS LOCATED IN PROJECT AREA. QUANTITIES SHALL BE CONSIDERED FINAL AND THE CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF ALL REMOVED MATERIAL.
3	2010-108-D-1	STRIP, SALVAGE, AND SPREAD TOPSOIL ITEM IS FOR THE STRIPPING OF AN ESTIMATED 4" OF TOPSOIL. ALL DISTURBED AREAS SHALL BE DRESSED WITH A MINIMUM OF 6" OF TOPSOIL. QUANTITIES SHALL BE CONSIDERED FINAL AND NO PAYMENT FOR OVERHAUL WILL BE ALLOWED. UNSUITABLE EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL NOT BE KEPT ON SITE. CONTRACTOR SHALL PROCURE LOCATION TO DISPOSE OF MATERIAL.
4	2010-108-E-0	COMMON EXCAVATION, CLASS 10 INCLUDES 1226 CY OF CUT, 2866 CY OF FILL WITH A TOTAL OF 1600 CY OF EXCESS FILL. CALCULATIONS INCLUDE APPROXIMATELY 540 CY OF EXCAVATION FOR NEW BUILDING FOUNDATION. A 30% SHRINKAGE FACTOR WAS USED FOR ESTIMATING THE COMPACTED VOLUME OF THE FILL. ALL EXCESS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL NOT BE KEPT ON SITE.
5	2010-108-G-0	SUBGRADE PREPARATION SUBGRADE IS TO BE SCARIFIED, MIXED AND RE-COMPACTED TO A DEPTH OF 8" AND TO A WIDTH OF AT LEAST 2' BEHIND THE NEW CURB LINE. INCLUDES PROOF ROLLING OF SUBGRADE.
6	2010-108-I-0	SUBBASE, 7", CLASS A MODIFIED SUBBASE SUBBASE IS TO BE COMPACTED TO A DEPTH OF 7" AND TO A WIDTH OF 2' BEHIND THE NEW CURB LINE FOR STANDARD BITUMINOUS PAVEMENT. SUBBASE IS TO BE PROOF ROLLED. COST OF PROOF ROLLING AND ANY OTHER COMPACTION TESTING REQUIRED IS CONSIDERED INCIDENTAL TO THIS ITEM. MATERIAL SHALL COMPLY WITH GRADATION #14, MODIFIED SUBBASE, IN ACCORDANCE WITH IOWA DOT SPECIFICATION 4123.01. RECYCLED ASPHALT PAVEMENT WILL NOT BE ALLOWED.
7	4010-108-A-1	SANITARY SEWER, 6", PVC INCLUDES BYPASS PUMPING AS REQUIRED.
8	4020-108-A-1	STORM SEWER, 12", HDPE BLACK MASTIC OR ENGINEERING FABRIC SHALL BE USED. INCLUDES ALL FITTINGS AND CONNECTIONS REQUIRED TO COMPLETE THIS BID ITEM.
9	4040-108-A-0	SUBDRAIN, 4", HDPE INCLUDES ALL FITTINGS AND CONNECTIONS REQUIRED TO COMPLETE THIS BID ITEM.
10	6010-108-B-0	CIRCULAR AREA INTAKE, SW-512 INCLUDES VARIOUS CASTINGS WITH VANES FACING DIRECTION OF FLOW. REFER TO PLANS FOR LOCATION AND CASTING TYPES AND SUDAS FIGURE 6010.512 FOR DETAILS. PROVIDE OPEN GRATE CASTING.
11	PER ESTIMATE REFERENCE	CONTECH UNDERGROUND DETENTION FACILITY REFER TO SUPPLEMENTAL SPECIFICATION PROVIDED BY CONTECH ON DETAILS FOR THE DETENTION SYSTEM. OUTLET DETAIL FOR SYSTEM IS ALSO PROVIDED BY CONTECH. OTHER SYSTEMS OF APPLICABLE QUALITY SHALL BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION IF OTHER SYSTEMS ARE REQUESTED.
12	7010-108-E-0	PCC CURB AND GUTTER USE C MIX WITH CLASS 3 COARSE AGGREGATE DURABILITY. COARSE AGGREGATE SHALL BE LIMESTONE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE THE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO PERFORM COMPRESSIVE STRENGTH TESTING ON CAST CYLINDERS, PROTECT AND TRANSPORT CAST CYLINDERS, AND SUBMIT TEST RESULTS TO THE ENGINEER. INCLUDES STANDARD ALL CURB AND GUTTER PER SUDAS DETAIL PV-102. REFER TO SITE PLAN FOR CURB TYPE CALLOUTS. REFER TO SUDAS FIGURES 7010.901 AND 7010.904 FOR JOINTING.
13	7020-108-A-0	STANDARD BITUMINOUS ASPHALT PAVEMENT PAVEMENT SECTIONS INCLUDE 7 INCHES OF AGGREGATE SUBBASE THAT MEET IDOT GRADATION 13. 2 INCHES OF BITUMINOUS NON-WEAR COURSE TYPE SPNWB230B AND 2 INCHES OF BITUMINOUS WEAR COURSE TYPE SPWEB240B.
14	7030-108-E-0	CONCRETE SIDEWALK 5" USE C MIX WITH CLASS 3 COARSE AGGREGATE DURABILITY. COARSE AGGREGATE SHALL BE LIMESTONE. ITEM INCLUDES 4" AGGREGATE SUBBASE. SIDEWALKS SHALL BE REPLACED TO EQUAL WIDTH. ITEM INCLUDES SUBGRADE PREPARATION, FORMWORK, ADDITIONAL THICKNESS AT THICKENED EDGES, JOINTING, SAMPLING, SMOOTHNESS TESTING AND CORRECTION, AND TESTING. ALSO INCLUDES NECESSARY GRADING AND BACKFILLING WITH TOPSOIL AND REMOVAL OF TREE ROOTS WITHIN 6" OF SIDEWALK IN ALL DIRECTIONS.

15	7030-108-G-0	DETECTABLE WARNINGS FOR CURB RAMPS ITEM SHALL BE 2 FOOT MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL AND EXTEND THE FULL WIDTH OF THE RAMP RUN. INCLUDES STEEL BAR SUPPORTS AND MANUFACTURED DETECTABLE WARNING PANELS. ITEM SHALL BE CAST IRON.
16	8020-108-A-0	GENERAL PAVEMENT MARKINGS PAVEMENT MARKINGS SHALL BE USED IN STRIPING OF PARKING STALLS, DISPLAY STALLS, DIRECTION ARROWS, AND HANDICAP SYMBOLS.
17	9030-108-A-0	2" CAL. DECIDUOUS OVERSTORY TREE REFER TO SHEET C5-10 FOR ADDITIONAL INFORMATION
18	9030-108-A-0	2" CAL. DECIDUOUS UNDERSTORY TREE REFER TO SHEET C5-10 FOR ADDITIONAL INFORMATION
19	9030-108-A-0	3 GAL. DECIDUOUS SHRUB REFER TO SHEET C5-10 FOR ADDITIONAL INFORMATION
20	9030-108-A-0	5 GAL. EVERGREEN SHRUB REFER TO SHEET C5-10 FOR ADDITIONAL INFORMATION
21	9030-108-A-0	1 GAL. ORNAMENTAL GRASS REFER TO SHEET C5-10 FOR ADDITIONAL INFORMATION
22	9010-108-A-0	CONVENTIONAL SEEDING TO BE USED TO SEED ALL DISTURBED AREAS DURING CONSTRUCTION WHERE OTHER MATERIAL ISNT. MEASUREMENT SHALL BE IN ACRES. THIS INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF ROCK AND OTHER DEBRIS, PREPARING TE SEEDBED, FURNISHING AND PLACING SEED, INCLUDING ANY TREATMENT REQUIRED, FURNISHING AND PLACING FERTILIZER AND MULCH, AND FURNISHING WATER AND OTHER CARE DURING THE CARE PERIOD.
23	9040-108-E-0	EROSION CONTROL BLANKET ITEM SHALL BE CURLEX NETFREE BY THE AMERICAN EXCELSIOR COMPANY OR ENGINEER APPROVED EQUAL. ITEM IS FOR ALL AREAS INDICATED ON EROSION CONTROL PLAN SHEETS.
24	9040-108-J-0	RIP RAP, EROSION STONE INCLUDES FURNISHING AND INSTALLING ENGINEERING FABRIC UNDER RIPRAP. MATERIAL SHALL COMPLY WITH GRADATION OF IOWA DOT SPECIFICATION 7130.04. SEE PLAN SHEETS FOR LOCATIONS. ITEM SHALL BE INSTALLED AT A MINIMUM THICKNESS OF 12". PAYMENT WILL BE FOR ACTUAL TONS PLACED BASED ON SCALE TICKETS.
25	9040-108-N-1	SILT FENCE INCLUDES FURNISHING AND INSTALLING SILT FENCE PER SUDAS SPECIFICATIONS. SILT FENCE IS SHOWN ON THE STORMWATER POLLUTION PREVENTION PLAN SHEETS. SILT FENCE LOCATIONS AND SIZES ARE APPROXIMATE. EXACT LOCATION AND LENGTH OF SILT FENCE NEEDED WILL BE DETERMINED DURING CONSTRUCTION.
26	9040-108-N-2	CLEAN OUT OF SILT FENCE IF ACCUMULATED SEDIMENT REACHES A LEVEL ONE-HALF THE HEIGHT OF THE FENCE. REMOVE THE ACCUMULATED SEDIMENT. THE SILT FENCE SHALL BE CAREFULLY INSPECTED AND ANY MAINTENANCE NEEDED SHALL BE INCLUDED IN BID ITEM.
27	9040-108-N-3	REMOVAL OF SILT FENCE INCLUDES RESTORATION OF THE AREA TO FINISHED GRADE AND REMOVAL AND DISPOSAL OF FENCE, POSTS, AND ACCUMULATED SEDIMENT REMOVE AFTER CONSTRUCTION IS COMPLETE.
28	9040-108-O-2	STABILIZED CONSTRUCTION ENTRANCE INCLUDES INSTALLING AND REMOVING STONE MEETING IOWA DOT SECTION 4122, GRADATION 13, MACADAM CRUSHED STONE AND WOVEN, UV-STABILIZED GEOTEXTILE. REFER TO FIGURE 9040.120. INCLUDES MIDDLE SCHOOL ACCESS DRIVE.
29	9040-108-T-0	INLET PROTECTION DEVICE TO BE USED AT INTAKES FOR EROSION CONTROL. INCLUDES PLACEMENT, MAINTENANCE, REMOVAL AND OFFSITE DISPOSAL OF SEDIMENT, AND REMOVAL OF DEVICE.
30	11050-108-A-0	CONCRETE WASHOUT REFER TO CONCRETE WASHOUT DETAIL AND NOTES LOCATION ON STORM WATER POLLUTION PREVENTION PLAN DETAILS SHEET. LOCATIONS SHOWN IN STORM WATER POLLUTION PREVENTION PLAN ARE ONLY A RECOMMENDATION. FINAL LOCATION CAN BE DETERMINED BY CONTRACTOR WITH ENGINEER AND CLIENT APPROVAL.

ALTERNATE #2		
ESTIMATE REFERENCE INFORMATION		
SPECIFICATION ITEM CODE REFERS TO EITHER THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL OR ADDITIONS & REMODELING FOR THE IMMANUEL LUTHERAN PARKING LOT ADDITION PROJECT MANUAL. ITEM CODE REFERRING TO THE PROJECT MANUAL WILL REFER TO THE ITEM SPECIFICATION AND NOT THE MEASUREMENT AND PAYMENT SECTION.		
ITEM NO.	SPECIFICATION ITEM CODE	DESCRIPTION
1	PER EST. REF.	SITE LIGHTING LIGHTPOLES SHALL BE 1230 LED PRAIRIE SERIES FROM STERNBERG LIGHTING. SITE LIGHTING SHALL MATCH EXISTING LIGHT POLES.

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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

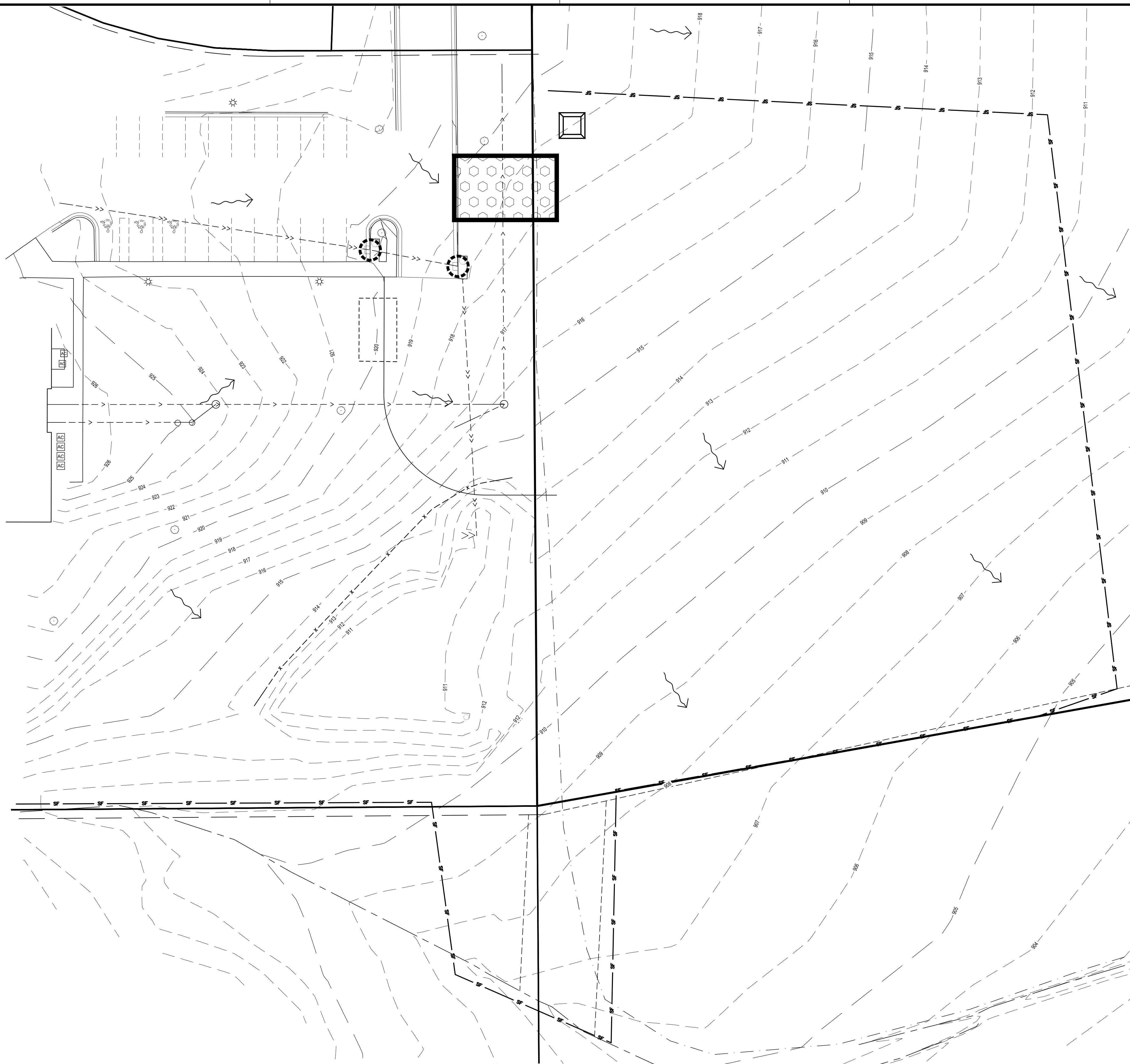
CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 TITLE & NOTES
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
ESTIMATE REFERENCE

SHEET
C0-30



EROSION CONTROL LEGEND

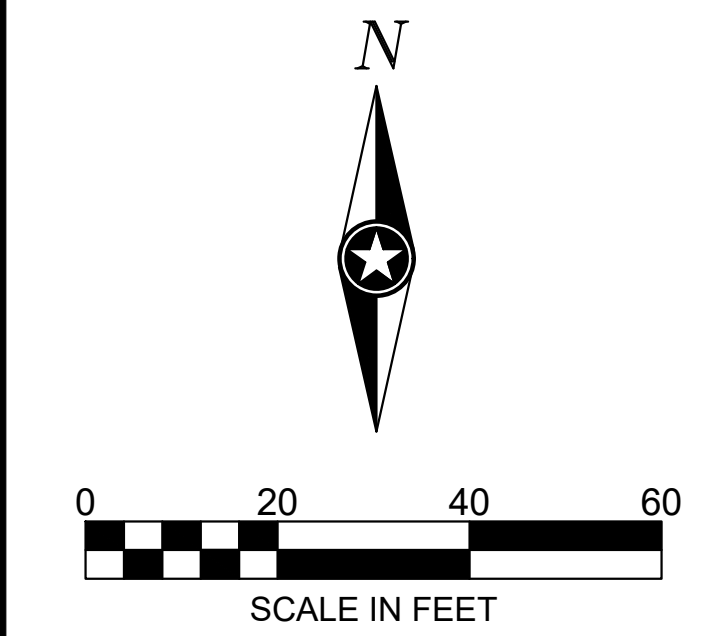
SYMBOL	ITEM NO.	DESCRIPTION	UNITS	QUANTITY
— SF —	9040-108-N-1	SILT FENCE, PREASSEMBLED	LF	1015
⊘	9040-108-T-0	EXISTING STORM DRAIN INLET PROTECTION	EACH	2
○	9040-108-T-0	PROPOSED STORM DRAIN INLET PROTECTION	EACH	1
⊞	9040-108-O-2	STABILIZED CONSTRUCTION EXIT	EACH	1
□	11050-108-A-0	CONCRETE WASHOUT AREA	EA	1
↘		EXISTING DRAINAGE ARROW		
↗		PROPOSED DRAINAGE ARROW		
--- 101 ---		EXISTING CONTOUR (MINOR INTERVAL)		
--- 100 ---		EXISTING CONTOUR (MAJOR INTERVAL)		
--- 101 ---		PROPOSED CONTOUR (MINOR INTERVAL)		
--- 100 ---		PROPOSED CONTOUR (MAJOR INTERVAL)		

QUANTITIES ARE FOR INFORMATIONAL PURPOSES TO MEET THE REQUIREMENTS OF THE CONSTRUCTION STORMWATER PERMIT. NO GUARANTEE IS MADE TO THE ACTUAL QUANTITIES REQUIRED.

THE QUANTITIES SHOWN ARE TOTAL FOR THE ENTIRE PROJECT NOT SPECIFIC TO THIS SHEET.

SEE SITE RESTORATION PLAN FOR FINAL TURF ESTABLISHMENT

NOTE: SWPPP COVERAGE INCLUDES ELECTRIC, GAS, TELEPHONE, AND CABLE INSTALLATION. EACH COMPANY OR THEIR SUBCONTRACTOR IS RESPONSIBLE TO FOLLOW THE REQUIREMENTS OF THIS SWPPP INCLUDING PROVIDING THEIR OWN RESTORATION IF INSTALLATION OCCURS AFTER PRIMARY INSTALLATION OF SEEDING/SODDING/MULCHING DURING CONSTRUCTION OF EACH UTILITY.



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PROJECT
**IMMANUEL LUTHERAN CHURCH
 PARKING LOT EXPANSION**

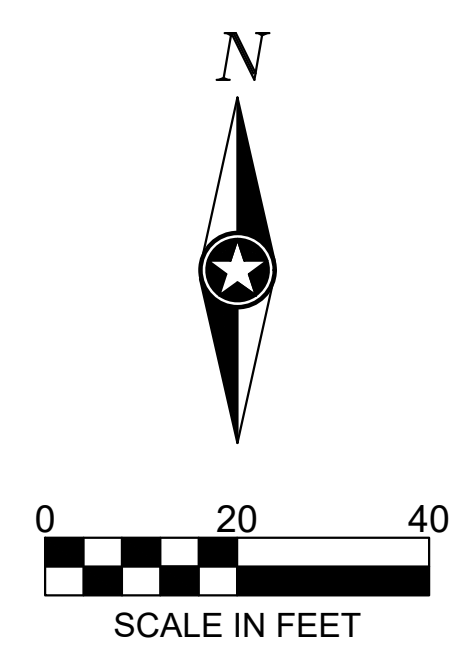
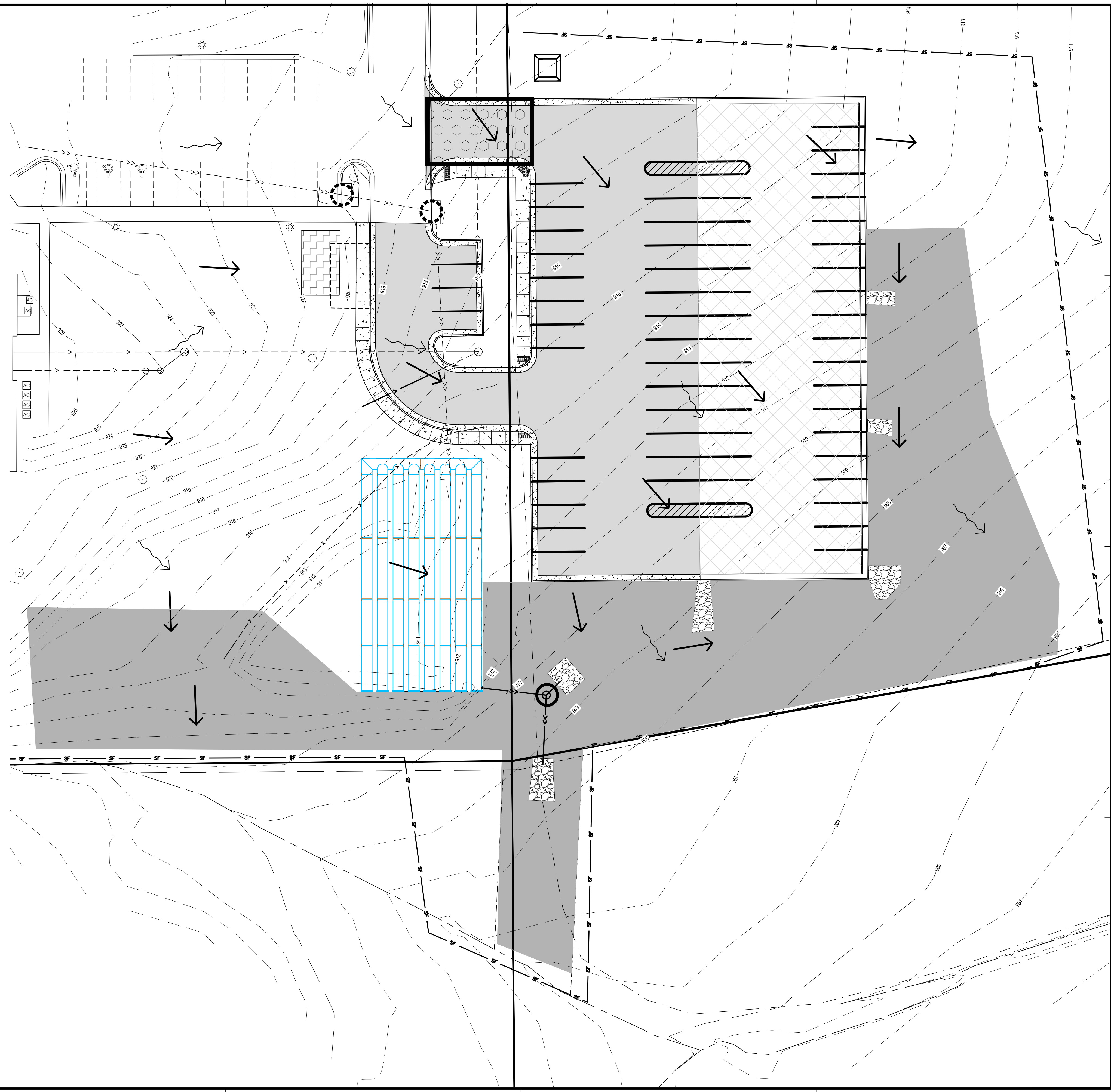
CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 EROSION CONTROL PLAN
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE
**PRE CONSTRUCTION
 EROSION CONTROL
 PLAN**

SHEET
C1-10



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PROJECT
IMMANUEL LUTHERAN CHURCH
PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 EROSION CONTROL PLAN
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	

TITLE
PROPOSED EROSION CONTROL PLAN

SHEET
C1-11

EROSION CONTROL LEGEND

SYMBOL	ITEM NO.	DESCRIPTION	UNITS	QUANTITY
	9040-108-1-0	RANDOM RIPRAP, EROSION STONE, 12" THICK	TN	30
	9040-108-4-1	SILT FENCE, PREASSEMBLED	LF	1016
	9040-108-7-0	EXISTING STORM DRAIN INLET PROTECTION	EACH	2
	9040-108-7-0	PROPOSED STORM DRAIN INLET PROTECTION	EACH	1
	9040-108-0-2	STABILIZED CONSTRUCTION EXIT	EACH	1
	9040-108-E-0	EROSION CONTROL BLANKET	SY	2950
		CONCRETE WASHOUT AREA	EA	1
		EXISTING DRAINAGE ARROW		
		PROPOSED DRAINAGE ARROW		
	-101-	EXISTING CONTOUR (MINOR INTERVAL)		
	-100-	EXISTING CONTOUR (MAJOR INTERVAL)		
	-101-	PROPOSED CONTOUR (MINOR INTERVAL)		
	-100-	PROPOSED CONTOUR (MAJOR INTERVAL)		

QUANTITIES ARE FOR INFORMATIONAL PURPOSES TO MEET THE REQUIREMENTS OF THE CONSTRUCTION STORMWATER PERMIT. NO GUARANTEE IS MADE TO THE ACTUAL QUANTITIES REQUIRED.
 THE QUANTITIES SHOWN ARE TOTAL FOR THE ENTIRE PROJECT NOT SPECIFIC TO THIS SHEET.
 SEE SITE RESTORATION PLAN FOR FINAL TURF ESTABLISHMENT
 NOTE: SWPPP COVERAGE INCLUDES ELECTRIC, GAS, TELEPHONE, AND CABLE INSTALLATION. EACH COMPANY OR THEIR SUBCONTRACTOR IS RESPONSIBLE TO FOLLOW THE REQUIREMENTS OF THIS SWPPP INCLUDING PROVIDING THEIR OWN RESTORATION IF INSTALLATION OCCURS AFTER PRIMARY INSTALLATION OF SEEDING/SODDING/MULCHING DURING CONSTRUCTION OF EACH UTILITY.

CONSTRUCTION ACTIVITY NOTES:

EROSION PREVENTION:

Construction of silt fence and all other erosion control measures shall be complete before other construction activity occurs.

Use phased construction wherever practical and establish turf as soon as possible to minimize sediment transport.

Turf establishment or temporary seeding or mulching of all exposed soil not being actively worked should be practiced following the table below:

Temporary cover during construction is incidental.

Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours after connection to a surface water.

Type of Slope or Disturbance Area	Time Area can Remain Open Without Being Actively Worked
Slooper than 3:1	14 days
10:1 to 3:1	14 days
Flatter 10:1	14 days
Ditches	1 day
Pipe Ends	1 day
Within 200' of Surface Water	1 day
Last 200' of the wetted ditch perimeter from the ditch outlet	1 day

All exposed soils shall be seeded or sodded at the earliest possible time to prevent/reduce erosion.

SEDIMENT CONTROL PRACTICES:

Construction of silt fence and all other erosion control measures shall be complete prior to land disturbing activities occur.

Inlet erosion protection shall be installed and maintained until turf has been established.

The contractor shall be responsible to control erosion from leaving the construction zone. All eroded material that leaves the construction zone shall be collected by the contractor and returned to the site at the contractor's expense.

All streets must be swept within 24 hours when any tracking occurs.

Silt fence or other effective erosion control measures must be installed around the perimeter of any soil stockpiles, including temporary stockpiles. Stockpiles cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.

Perimeter control shall be installed along the back of curb immediately following curb installation at all locations with positive drainage to parking lot and/or streets, and shall remain until stabilization is achieved. This shall be accomplished through the use of silt fence, biorolls, Rock logs, or other methods approved by the Engineer.

CONSTRUCTION ACTIVITIES & SCHEDULING

ACTIVITY	SCHEDULE
Install all BMP's needed and associated with the Grading Phase such as stabilized construction entrances, silt basins, riser pipes, outlet pipes silt traps, silt fence, diversions, terraces, and etcetera.	Prior to any stripping of existing vegetation or grading.
Proceed with stripping of existing vegetation and grading in accordance with the grading plan, while disturbing no more than necessary.	After installing all BMP's needed and associated with the Grading Phase. Furthermore, INSPECTOR approval must be obtained before the start of any stripping of existing vegetation or grading.
Proceed with infrastructure installation.	Infrastructure installation must occur prior to any building construction.
Implement the installation of Temporary Seeding, Permanent Seeding, and/or Mulching.	Stabilization measures must be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
Proceed with removal of BMP's.	BMP's may not be removed until each impacted drainage basin has been fully developed. Full development shall mean installation of pavement, buildings, and utilities, landscaping, and fully established permanent seeding. Furthermore, INSPECTOR approval must be obtained before the removal of any BMP's.

MAINTENANCE SCHEDULE

The following Maintenance Schedule has been provided. The INSPECTOR must perform the inspections. The OPERATOR/CONTRACTOR must perform all needed maintenance. Furthermore, all erosion control feature requiring maintenance may not be listed below. The OPERATOR/CONTRACTOR and INSPECTOR must perform their respective duties on all BMP's that are not listed below as well.

- Construction Entrance** – The entrance shall be maintained in a condition which will prevent tracking or flow of sediment onto public rights-of-way. This may require periodic top dressing with additional stone or the washing and reworking of existing stone as conditions demand and repair and/or cleanout of any structures used to trap sediment. All materials spilled, dropped, washed, or materials dropped, washed or tracked onto roadways will not be permitted under any circumstances.
- Filter socks** – The maintenance measures are as follows: (2.1) filter socks shall be inspected weekly; (2.2) close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales; (2.3) necessary repairs to barriers or replacement of filter socks shall be accomplished promptly; (2.4) sediment deposits shall be removed after each rainfall, they must be removed when the level of deposition reaches approximately one-half the height of the filter sock; and (2.5) any sediment deposits remaining in place after the filter sock is no longer required shall be dressed to conform to the existing grade, prepared and seeded.
- Silt Fence** – The maintenance measures are as follows; (3.1) silt fences shall be inspected weekly, any required repairs shall be made immediately; (3.2) close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting; (3.3) should the fabric on a silt fence decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly; (3.4) sediment deposits must be removed when the level of deposition reaches approximately one-half the height of the barrier; and (3.5) any sediment deposits remaining in place after the silt fence is no longer required shall be dressed to conform to the existing grade, prepared and seeded.
- Storm Drain Inlet Protection** – The maintenance measures are as follows: (4.1) structures shall be inspected weekly and repairs made as necessary and (4.2) structures shall be removed and the area stabilized when the remaining drainage area has been properly stabilized.
- Temporary Diversion Dike** – The measure shall be inspected weekly and repairs made to the dike, flow channel, outlet or sediment trapping facility, as necessary. Once every week, whether a storm event has occurred or not, the measure shall be inspected and repairs made if needed. Damages caused by construction traffic or other activity must be repaired before the end of each working day.
- Temporary Fill Diversion** – Since the practice is temporary and under most situations will be covered the next working day. The maintenance required should be low. If the practice is to remain in use for more than one day, an inspection shall be made at the end of each work day and repairs made to the measure if needed. The OPERATOR/CONTRACTOR should avoid the placement of any material over the structure while it is in use. Construction traffic should not be permitted to cross the diversion.
- Temporary Sediment Trap** – The maintenance measures are as follows: (7.1) sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to one half the design volume of the wet storage, sediment removal from the basin shall be deposited in a suitable area and in such a manner that it will not erode and cause sedimentation problems; (7.2) filter stone shall be regularly checked to ensure that filtration performance is maintained, stone choked with sediment shall be removed and cleaned or replaced; and (7.3) the structure should be checked regularly to ensure that it is structurally sound and has not been damaged by erosion or construction equipment, the height of the stone outlet should be checked to ensure that its center is at least 1 foot below the top of the embankment.

MAINTENANCE SCHEDULE (CONTINUED)

- Temporary Sediment Basin** – The basin embankment should be checked regularly to ensure that it is structurally sound and has not been damaged by erosion or construction equipment. The emergency spillway should be checked regularly to ensure that its lining is well established and erosion-resistant. The basin should be checked after each runoff producing rainfall for sediment cleanout and trash removal. When the sediment reaches the cleanout level, it shall be removed and properly disposed of.
- Temporary Seeding** – Areas which fail to establish vegetative cover adequate to prevent rill erosion will be re-seeded as soon as such areas are identified.
- Permanent Seeding** – The maintenance measures are as follows: (10.1) in general, a stand of vegetation cannot be determined to be fully established until it has been maintained for one full year after planning; (10.2) new seedlings shall be supplied with adequate moisture, supply water as needed, especially late in the season, in abnormally hot or dry conditions, or on adverse sites, water applications shall be controlled to prevent excessive runoff; (10.3) inspect all seeded areas for failures and make necessary repairs, replacements, and reseeding within the planting season, if possible; [10.3.a] if stand is inadequate for erosion control, over seed and fertilize using half of the rates originally specified; [10.3.b] if stand is 60% damaged, re-establish following seedbed and seeding recommendations; [10.3.c] if stand has less than 40% cover, re-evaluate choice of plant materials and quantities of lime and fertilizer, the soil must be tested to determine if acidity or nutrient imbalances are responsible, re-establish the stand following seedbed and seeding recommendations.
- Mulching** – All mulches and soil coverings should be inspected periodically (particularly after rainstorms) to check for erosion. Where erosion is observed in mulched areas, additional mulch should be applied. Nets and mats should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, reinstall netting or matting as necessary after repairing damage to the slope or ditch. Inspections should take place until grasses are firmly established. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.
- Soil Stabilization Blankets & Matting** – All soil stabilization blankets and matting should be inspected periodically following installation, particularly after rainstorms to check for erosion and undermining. Any dislocation or failure should be repaired immediately. If washouts or breakage occurs, reinstall the material after repairing damage to the slope or ditch. Continue to monitor these areas until which time they become permanently stabilized; at that time an annual inspections should be adequate.
- Street Cleaning / Sweeping** – The maintenance measures are as follows: (13.1) evaluate access points daily for sediment tracking; (13.2) when tracked or spilled sediment is found on paved surfaces, it will be removed daily, during times of heavy track-out, such as during rains, cleaning may be done several times throughout the day; (13.3) unknown spills or objects will not be mixed with the sediment; and (13.4) if sediment is mixed with other pollutants, it will be disposed of properly at an authorized landfill.

CONSTRUCTION ACTIVITY NOTES:

DEWATERING AND BASIN DRAINING:

Dewater sediment-laden water to sedimentation basins if possible, or use other BMP's to prevent erosion and remove sediment when discharging to surface waters. Use appropriate energy dissipation measures on all discharges.

Dewatering practices cannot cause nuisance conditions, erosion or in receiving channels or inundation of wetlands resulting in adverse impacts.

POLLUTION PREVENTION:

All solid waste collected from the construction site must be disposed in accordance with all applicable regulations.

All hazardous materials (oil, gasoline, fuel, paint, etc) must be properly stored to prevent spills, leaks or other discharge, storage areas shall provide secondary containment and a hazardous materials spill kit. Storage and disposal of hazardous waste must be in compliance with all applicable regulations.

Equipment maintenance areas must be limited to a defined area of the site. All runoff containing any hazardous material must be properly collected and disposed. No engine degreasing shall be allowed on site.

The contractor is responsible for monitoring air pollution and ensuring it does not exceed levels set by local, state, or federal regulations. This includes dust created by work being performed on the site. Air pollution and dust control correction is considered incidental to the unit bid prices for which work is being performed. Additional dust control measures may be required by the Engineer.

Concrete washout onsite: All liquid waste generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid waste must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid waste must be disposed of properly and in compliance with City of Cedar Falls, Iowa regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

INSPECTION AND MAINTENANCE:

The Permittees must routinely inspect the construction site once every seven (7) days during active construction.

All inspections performed during construction must be recorded and records retained with the SWPPP.

Contractor is responsible for keeping a record of all rainfall information & erosion control maintenance until final establishment of turf.

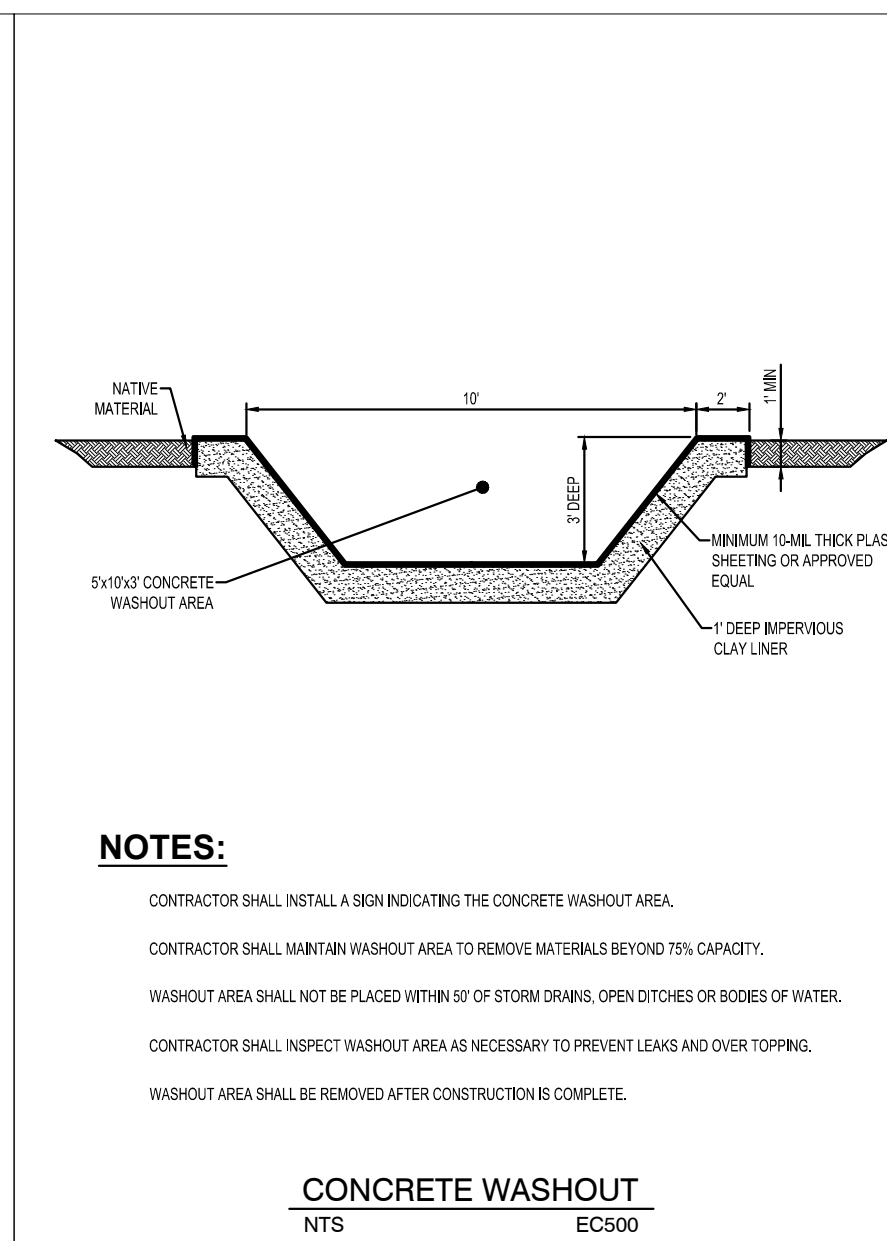
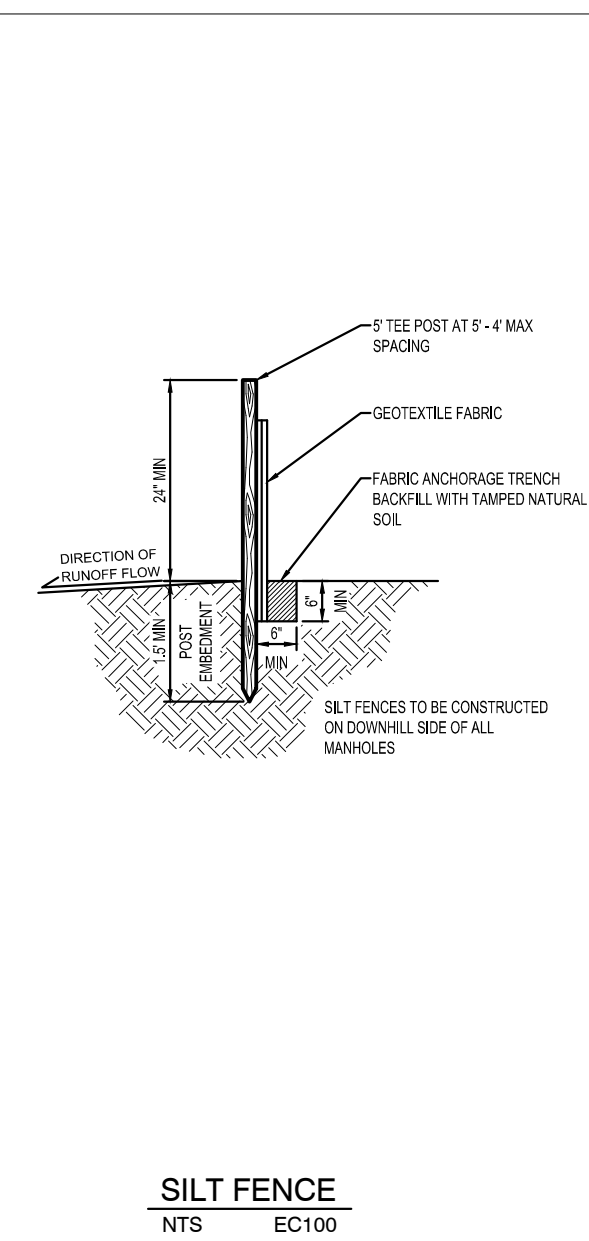
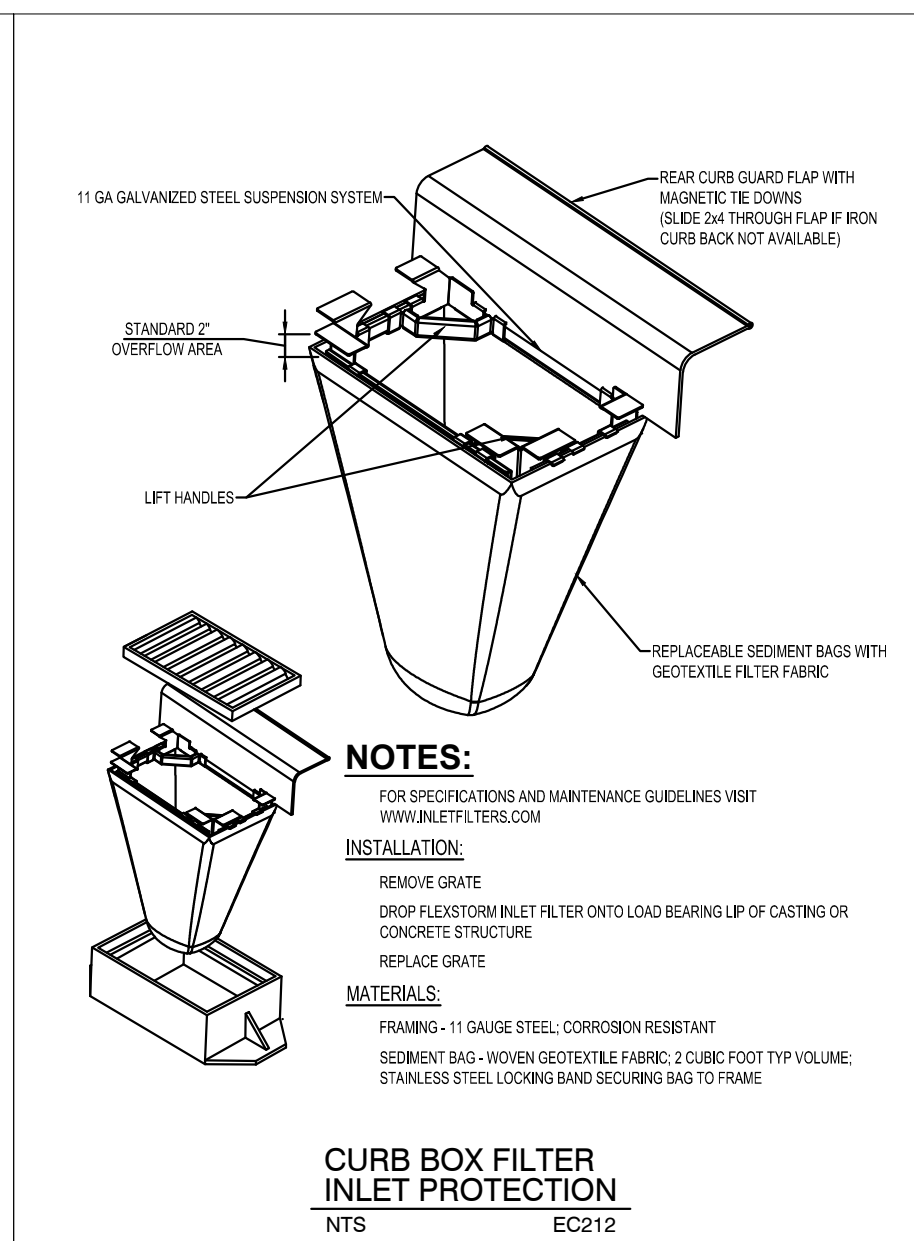
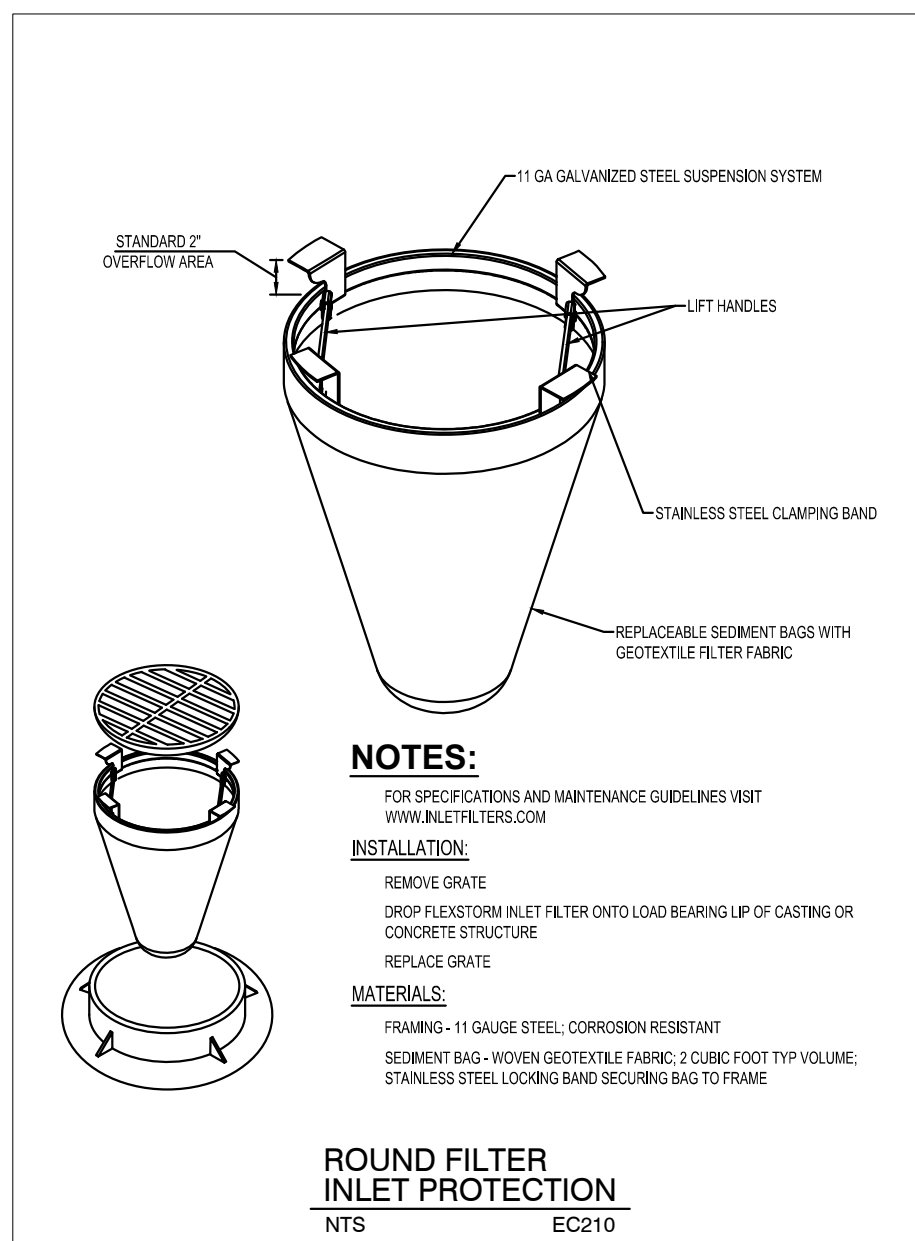
All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/2 of the height of the fence.

Erosion control, and other BMP's must be replaced, repaired, or supplemented when they reach 50% design load.

FINAL STABILIZATION:

The Permittees must ensure final stabilization of the site. The Permittees must submit a notice of termination within 30 days after final stabilization is complete or control has been passed to another owner. All temporary erosion control measures and BMP's must be removed as part of the final site stabilization.

The storm water permit further defines final stabilization and its requirements.



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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

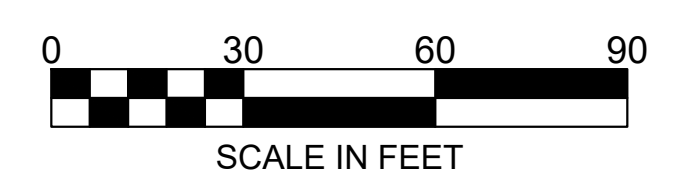
CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 19-22710
FILE NAME 22710 EROSION CONTROL PLAN
DRAWN BY JLK
DESIGNED BY JLK
REVIEWED BY TGV
ORIGINAL ISSUE DATE --/--/--
CLIENT PROJECT NO. -

TITLE
EROSION CONTROL NOTES & DETAILS

SHEET



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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

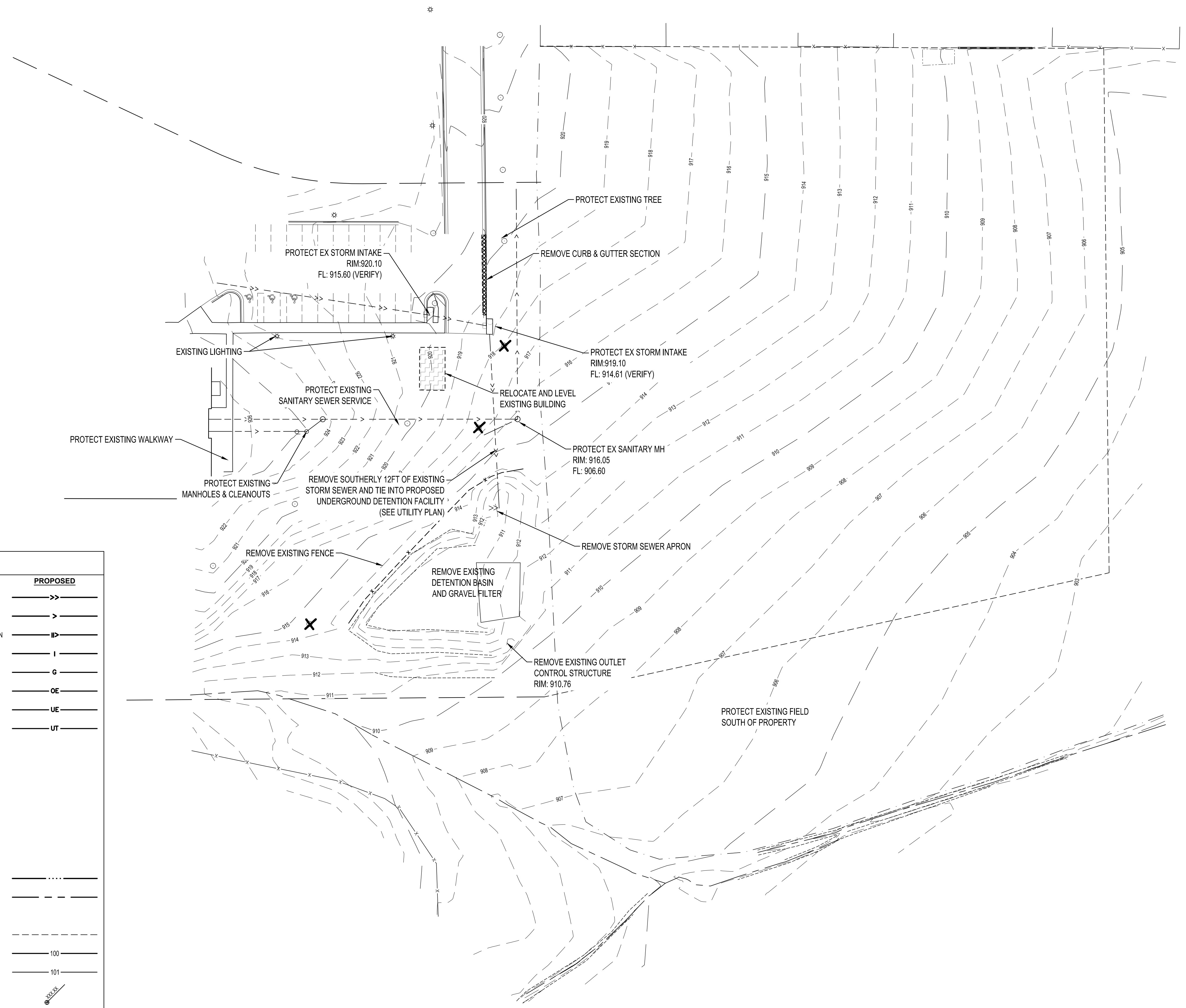
CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 EXISTING CONDITIONS
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

TITLE
EXISTING SITE & REMOVALS

SHEET
C2-10



REMOVAL LEGEND

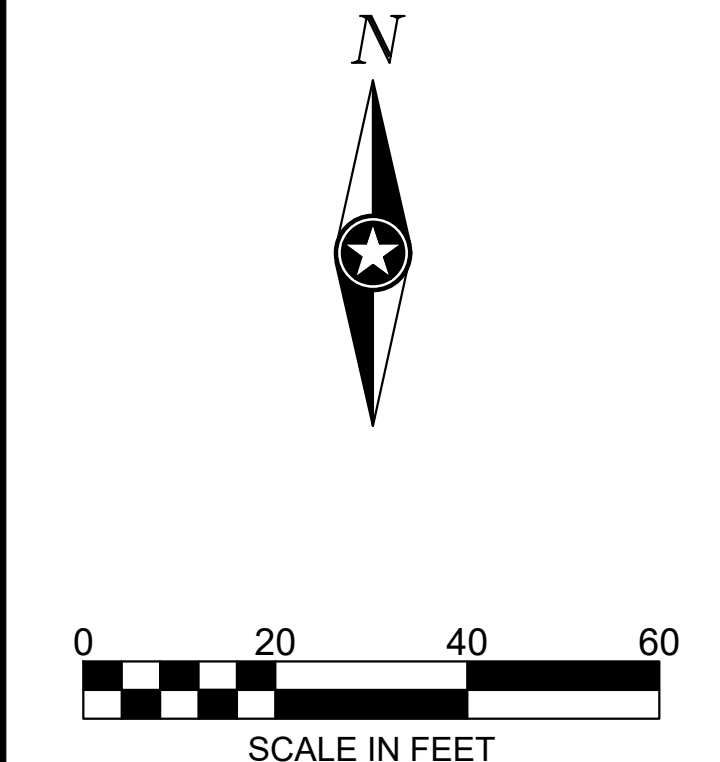
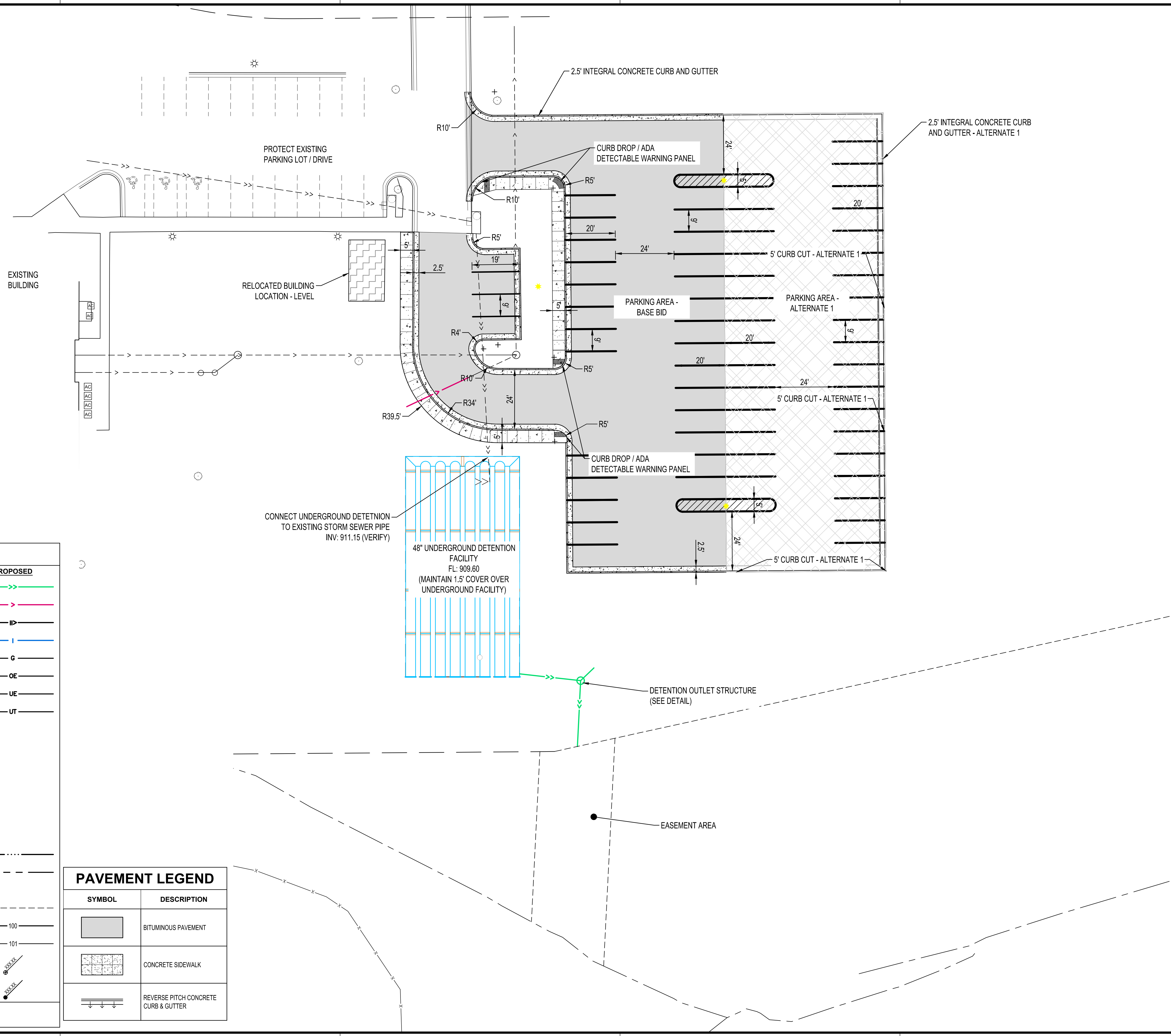
SYMBOL	DESCRIPTION
	REMOVE DECIDUOUS TREE (CLEAR & GRUB)

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
 PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT & SECTION REMOVAL.

LEGEND

EXISTING		PROPOSED
	STORM DRAIN	
	SANITARY SEWER	
	SANITARY SEWER FORCEMAIN	
	WATER MAIN	
	GAS	
	OVERHEAD ELECTRIC	
	UNDERGROUND ELECTRIC	
	UNDERGROUND TELEPHONE	
	UNDERGROUND TV	
	OVERHEAD UTILITY	
	UNDERGROUND UTILITY	
	FIBER OPTIC	
	WETLAND	
	WATER EDGE	
	FENCE LINE	
	PROPERTY / LOT LINE	
	RIGHT OF WAY LINE	
	ACCESS CONTROL	
	EASEMENT LINE	
	CONTOURS (MAJOR)	
	CONTOURS (MINOR)	
	SPOT ELEVATION	
	TOP BACK OF CURB SPOT ELEVATION	

NOTE:
 CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.



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IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 PRO SITE
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

SITE PLAN

SHEET C3-10

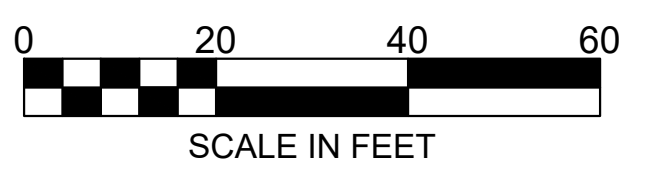
LEGEND

EXISTING	PROPOSED
--->>---	STORM DRAIN
--->---	SANITARY SEWER
--- >---	SANITARY SEWER FORCEMAIN
--- ---	WATER MAIN
---G---	GAS
---OE---	OVERHEAD ELECTRIC
---UE---	UNDERGROUND ELECTRIC
---UT---	UNDERGROUND TELEPHONE
---UTV---	UNDERGROUND TV
---OHL---	OVERHEAD UTILITY
---UTL---	UNDERGROUND UTILITY
---FBO---	FIBER OPTIC
---WET---	WETLAND
---W---	WATER EDGE
---x---	FENCE LINE
---	PROPERTY / LOT LINE
---	RIGHT OF WAY LINE
---Δ---	ACCESS CONTROL
---	EASEMENT LINE
---100---	CONTOURS (MAJOR)
---101---	CONTOURS (MINOR)
●	SPOT ELEVATION
●	TOP BACK OF CURB SPOT ELEVATION

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
[Pattern]	BITUMINOUS PAVEMENT
[Pattern]	CONCRETE SIDEWALK
[Pattern]	REVERSE PITCH CONCRETE CURB & GUTTER

NOTE: CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.



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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 GRADING PLAN
DRAWN BY	JLK
DESIGNED BY	JLK
REVIEWED BY	TGV
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

TITLE
GRADING PLAN

SHEET
C4-10

GRADING LEGEND	
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	SURFACE GRADE / DIRECTION

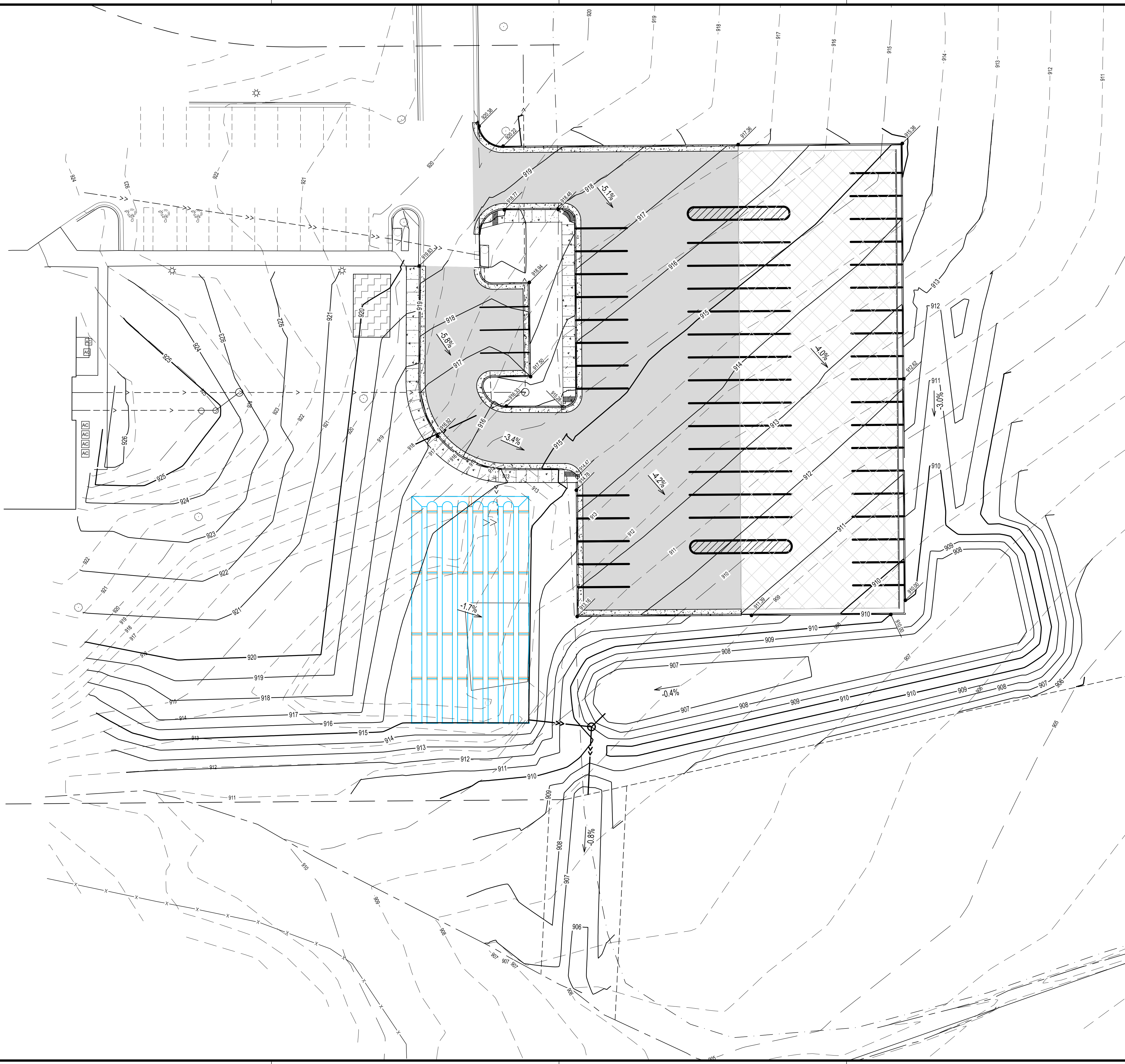
GENERAL GRADING NOTES

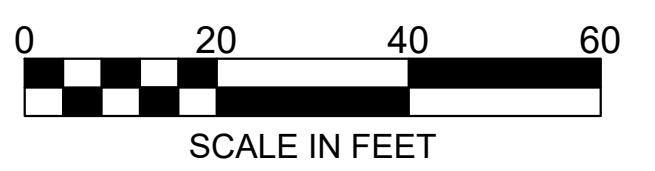
EXCAVATED MATERIAL SHALL BE COMPACTED TO 100% PROCTOR DENSITY FOR THE UPPER 3' AND 95% PROCTOR DENSITY BELOW 3' IN ALL BUILDING PADS. REFER TO THE QUALITY COMPACTION METHOD IN ALL OTHER AREAS.

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED.

LEGEND		
EXISTING		PROPOSED
	STORM DRAIN	
	SANITARY SEWER	
	SANITARY SEWER FORCEMAIN	
	WATER MAIN	
	GAS	
	OVERHEAD ELECTRIC	
	UNDERGROUND ELECTRIC	
	UNDERGROUND TELEPHONE	
	UNDERGROUND TV	
	OVERHEAD UTILITY	
	UNDERGROUND UTILITY	
	FIBER OPTIC	
	WETLAND	
	WATER EDGE	
	FENCE LINE	
	PROPERTY / LOT LINE	
	RIGHT OF WAY LINE	
	ACCESS CONTROL	
	EASEMENT LINE	
	CONTOURS (MAJOR)	
	CONTOURS (MINOR)	
	SPOT ELEVATION	
	TOP BACK OF CURB SPOT ELEVATION	

NOTE:
 CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.





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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 LANDSCAPING PLAN
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	--/--
CLIENT PROJECT NO.	-

TITLE

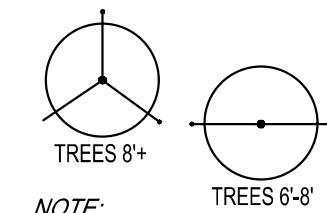
LANDSCAPING PLAN

SHEET

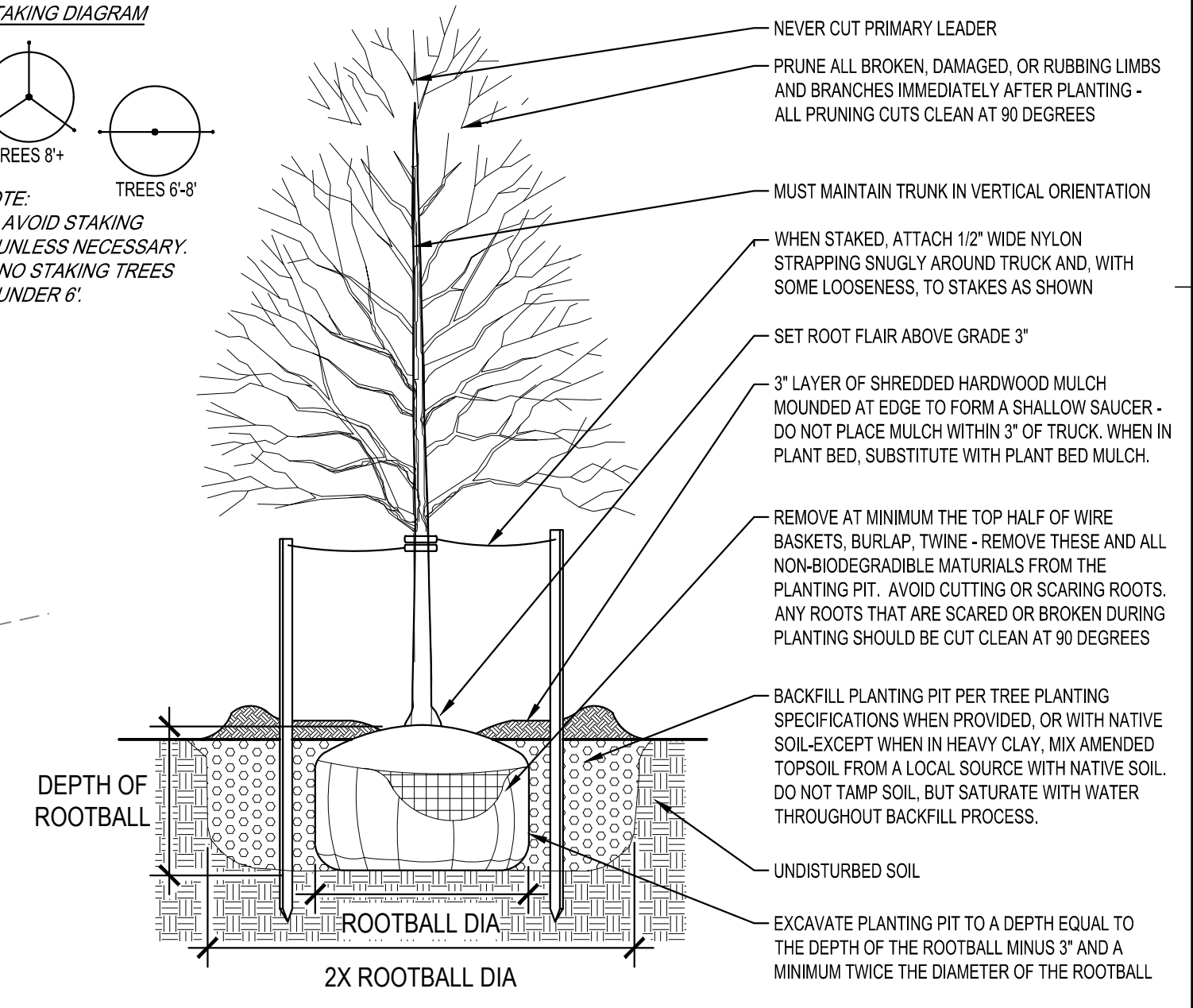
C5-10

PLANT SCHEDULE SITE						
OVERSTORY TREE	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	NOTE
	BH	7	Heritage River Birch <i>Betula nigra</i> 'Heritage'	2" CAL	B & B	10' HT MIN
	GS	4	Skyline Honey Locust <i>Gleditsia triacanthos</i> 'Skyline'	2" CAL	B & B	10' HT MIN
UNDERSTORY TREE	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	NOTE
	JL	3	Japanese Tree Lilac 'Ivory Silk' <i>Syringa reticulata</i> 'Ivory Silk'	2" CAL	B & B	10' HT MIN
ORNAMENTAL GRASSES	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	NOTE
	SG	32	Switch Grass <i>Panicum virgatum</i> 'Shenandoah'	1 GAL	CONT	36" HT MIN
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	NOTE
	PA	16	Ninebark <i>Physocarpus opulifolius</i> 'Amber Jubilee'	3 GAL	CONT	36" HT MIN
	SJ	11	Sea Green Juniper <i>Juniperus chinensis</i> 'Sea Green'	5 GAL	CONT	36" HT MIN
GROUND COVERS	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	ROOT	NOTE
	SSM	49,234	TURF SEED SUDAS TYPE 1 SEED MIX	SEED	SF	
	SWM	5,792	WILDFLOWER SEED SUDAS WILDFLOWER MIX	SEED	SF	

STAKING DIAGRAM



NOTE:
 *AVOID STAKING UNLESS NECESSARY.
 *NO STAKING TREES UNDER 6'.



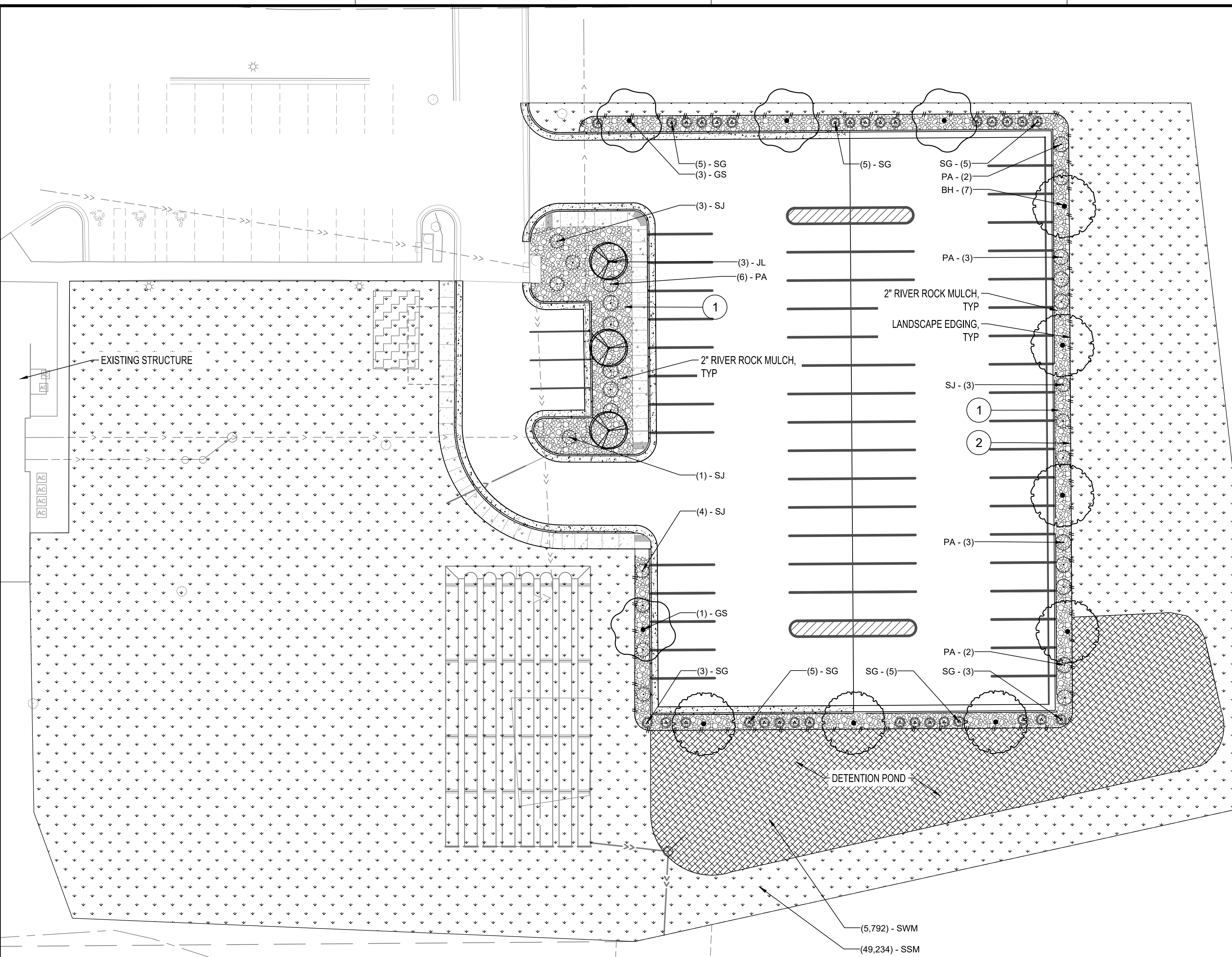
TREE PLANTING DETAIL
NO SCALE

REFERENCE NOTES SCHEDULE SITE

SYMBOL	DESCRIPTION	QTY	DETAIL
①	ROCK MULCH - 2" RIVER ROCK	25.7 cy	
②	LANDSCAPE EDGING	542 lf	

LANDSCAPE REQUIREMENTS

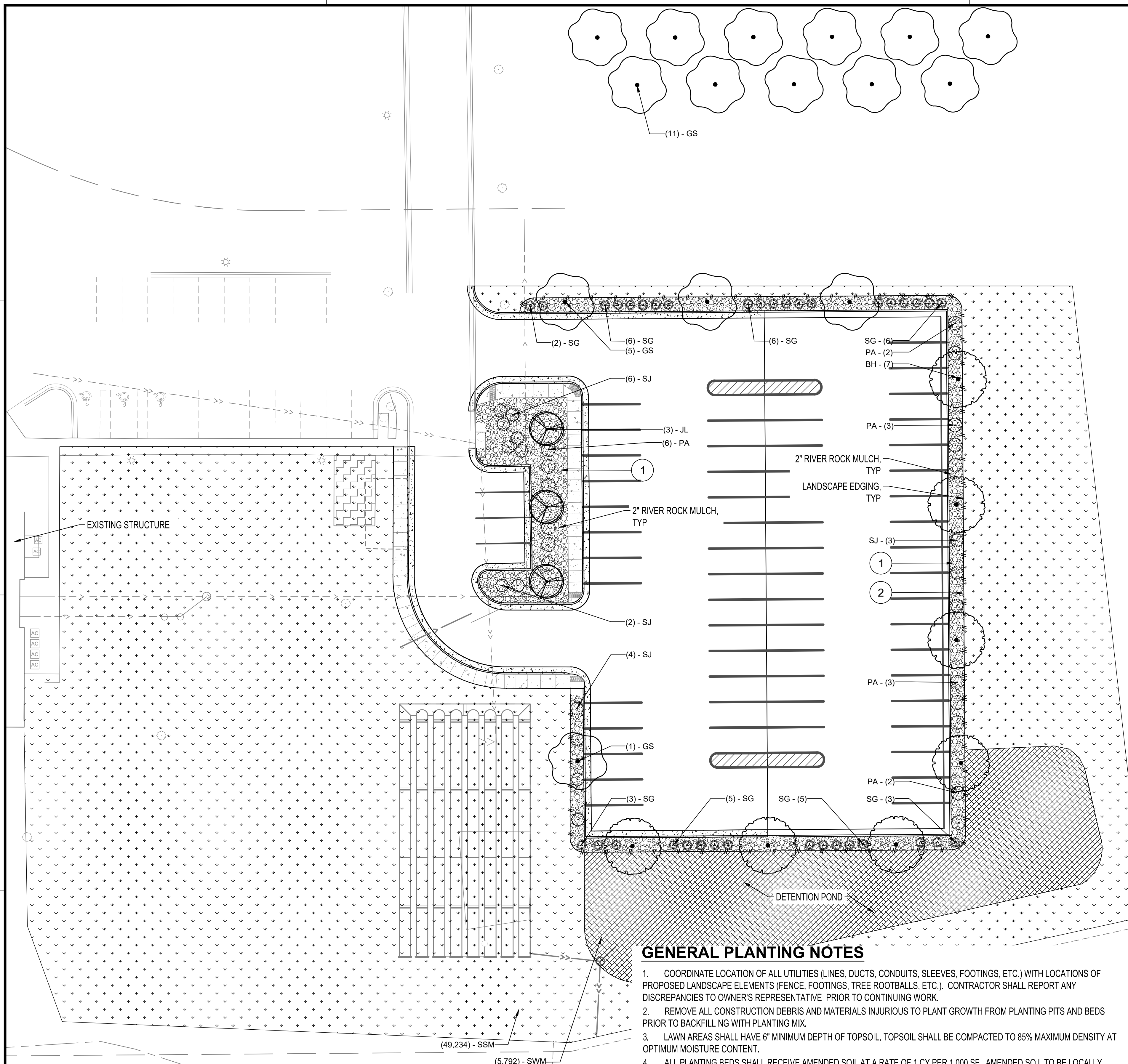
- OFF-STREET PARKING AREA REQUIREMENTS**
- PERIPHERAL LANDSCAPE BARRIER MINIMUM 5' WIDTH
 - MINIMUM 5% OF PARKING AREA TO BE LANDSCAPED
 - 1 TREE / 50 LF OF PARKING LANDSCAPE BARRIER
 - 36" HEIGHT PERIPHERAL SHRUB SCREENING
 - 1 TREE / 21 PARKING SPACES



GENERAL PLANTING NOTES

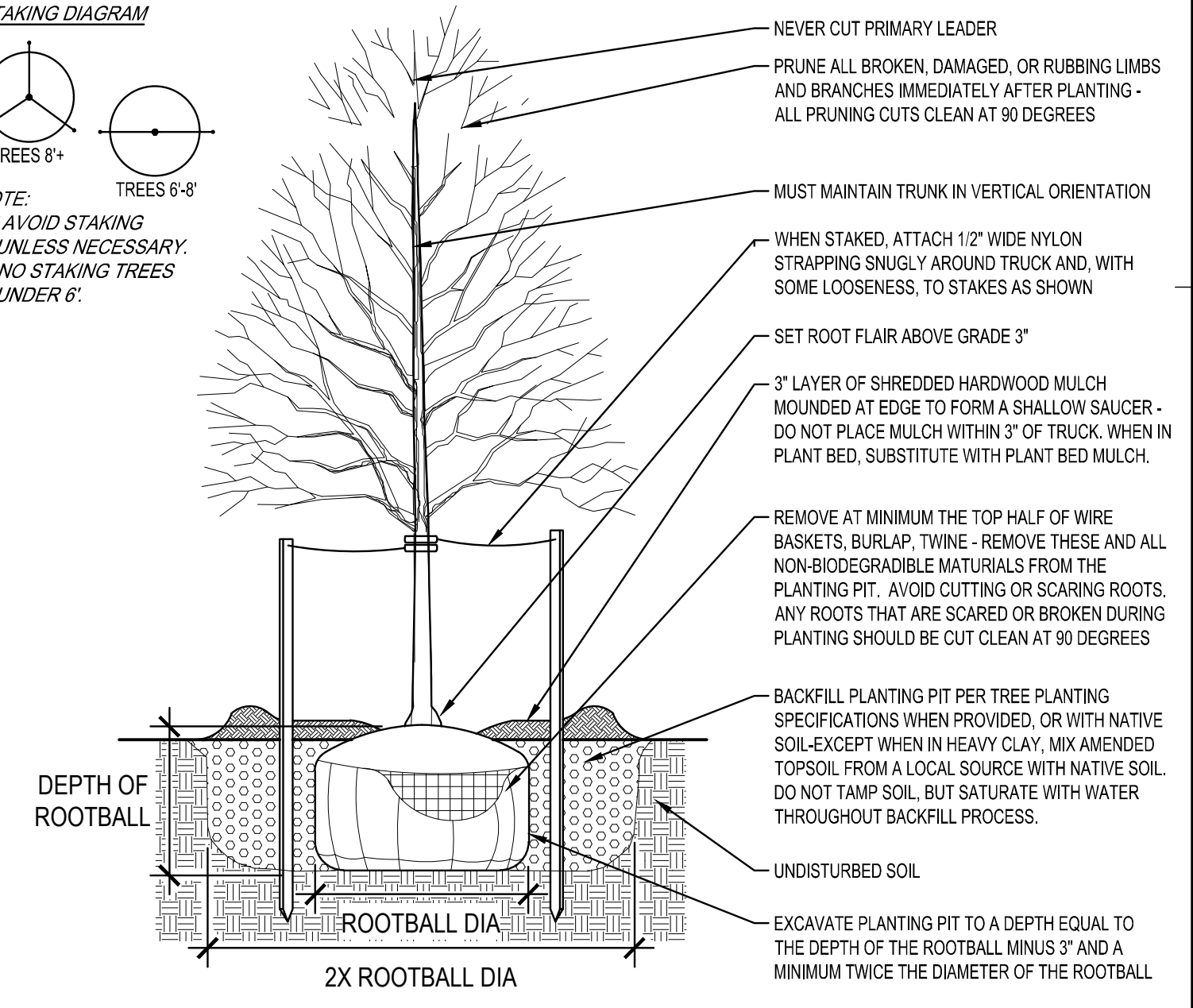
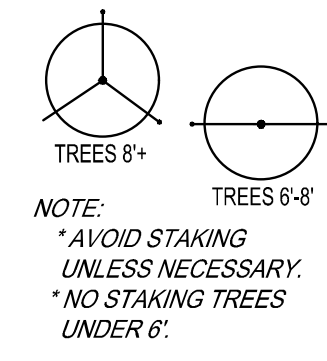
- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
- REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
- LAWN AREAS SHALL HAVE 6" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL BE COMPACTED TO 85% MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.
- ALL PLANTING BEDS SHALL RECEIVE AMENDED SOIL AT A RATE OF 1 CY PER 1,000 SF. AMENDED SOIL TO BE LOCALLY SOURCED AND TILLED TO A MINIMUM 6" DEPTH.
- FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION.
- ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
- IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE AND OWNER.

- ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.N.S.I.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO A.N.S.I.
- PROVIDE ROCK MULCHES IN ALL PLANTING BEDS AND PARKING ISLANDS PER THESE PLANS. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. FOR TREES NOT LOCATED IN PARKING ISLANDS, OR PLANTING BEDS, PROVIDE HARDWOOD MULCH RING PER PLANTING DETAILS.
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- CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO OPERATIONS INSIDE AND OUTSIDE OF THE CONTRACT LIMIT LINE. ANY AREAS OUTSIDE THE LIMIT OF WORK THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- ALL TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED. SOD SECTIONS SHALL BE NO SMALLER THAN 24" X 36" STAKED IN PLACE WITH BIODEGRADABLE SOD STAKES WHEN SLOPE IS STEEPER THAN 5:1 OR WHEN CONDITIONS REQUIRE.



PLANT SCHEDULE SITE						
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	SSM	47,731	TURF SEED SUDAS TYPE 1 SEED MIX	SEED	SF	
	SWM	7,293	WILDFLOWER SEED SUDAS WILDFLOWER MIX	SEED	SF	

STAKING DIAGRAM



TREE PLANTING DETAIL
NO SCALE

GENERAL PLANTING NOTES

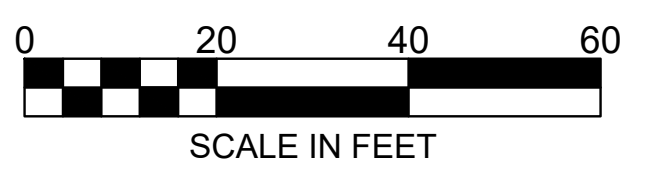
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SYMBOL	DESCRIPTION	QTY	DETAIL
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LANDSCAPE REQUIREMENTS

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- PERIPHERAL LANDSCAPE BARRIER MINIMUM 5' WIDTH
 - MINIMUM 5% OF PARKING AREA TO BE LANDSCAPED
 - 1 TREE / 50 LF OF PARKING LANDSCAPE BARRIER
 - 36" HEIGHT PERIPHERAL SHRUB SCREENING
 - 1 TREE / 21 PARKING SPACES



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PROJECT
IMMANUEL LUTHERAN CHURCH PARKING LOT EXPANSION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22710
FILE NAME	22710 LANDSCAPING PLAN
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---/---/---
CLIENT PROJECT NO.	---

TITLE

LANDSCAPING PLAN

SHEET

C5-10



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: Jaydevsinh Atodaria (JD), Planner I
 Matt Tolan, Civil Engineer II
DATE: July 1, 2020
SUBJECT: Prairie Winds 5th Addition Final Plat

REQUEST: Request to approve the Prairie Winds 5th Addition Final Subdivision Plat
PETITIONER: Panther Farms LLC – owner; CGA Engineers – Civil Engineer
LOCATION: 11.14 acres at the west end of Vera Way and Flynn Drive

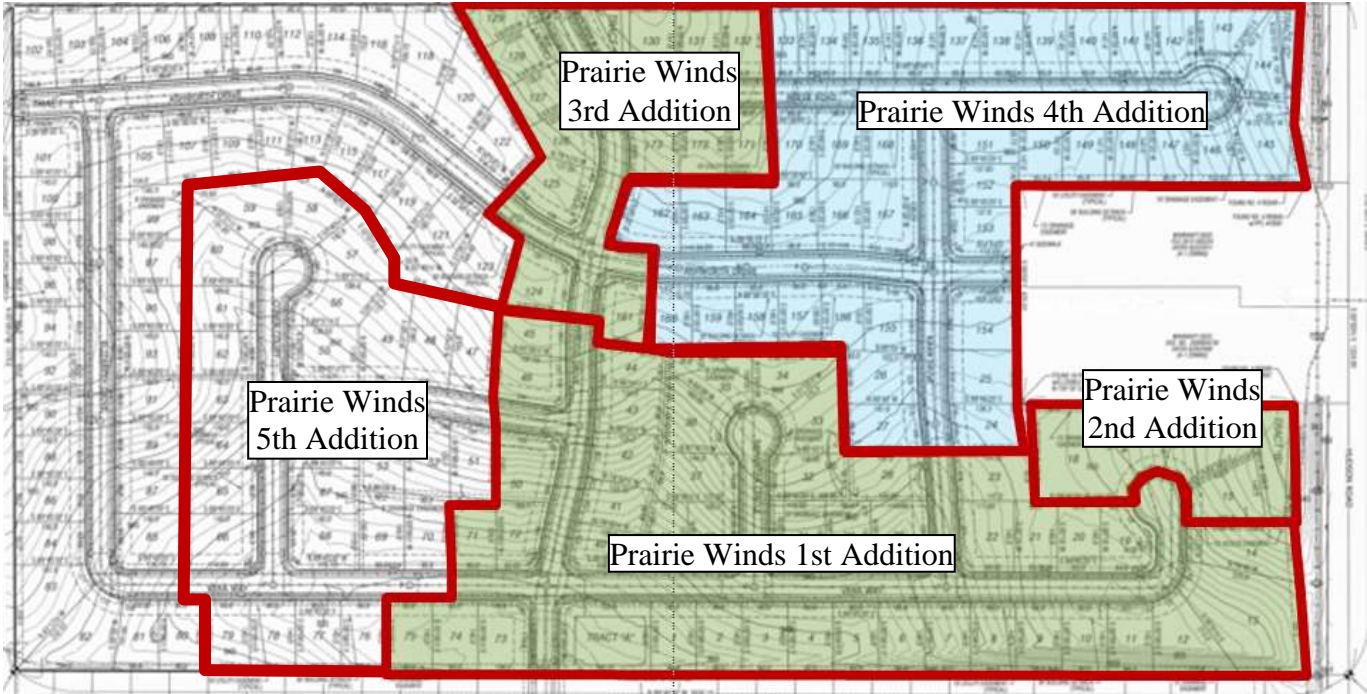
PROPOSAL

It is proposed to establish 27 residential lots that include the westerly extension of Flynn Drive and Vera Way. A new street, Cohen Court, will connect the aforementioned street extensions that will make up the final plat for the Prairie Winds 5th Addition.

BACKGROUND

The Prairie Winds Subdivision falls within an R-1, Residence Zoning district. In March 2013, the preliminary plat for the subdivision was approved by City Council. The preliminary plat encompasses 71.10 acres and plans for the creation of 173 residential lots. Due to the size of the development, a developmental “phasing plan” was approved with the Preliminary Plat. The phasing plan addresses future traffic access issues related to this subdivision as well as with the adjacent northern subdivision, Prairie West. Final Plats for “Phase 1”, “Phase 2”, “Phase 3” and “Phase 4” of the larger Prairie Winds Preliminary Plat have been approved by City Council in 2013, 2014, and 2017, 2019 respectively. Panther Farms LLC is now looking to plat “Phase 5”, Prairie Winds 5th Addition. See image below.





Phase	Timeline	Area (ac.)	Number of Lots
1	Final platted 2013	18.44	40
2	Final platted 2014	2.33	4
3	Final platted in 2017	5.98	13
4	Final platted in 2019	16.69	43
5	Final platted in 2019	11.14	27
6	As market supports	16.86	46

The remaining 16.86 acres of land to the north and west of the 5th Addition must be platted as one phase or as a phase that includes the Ashworth Drive connection from the 3rd addition to the western edge of the subdivision. This will provide another route to the neighboring Aldrich Elementary School.

ANALYSIS

The property is zoned R-1, Residential, which permits single-unit and two-unit residences. Minimum lot width is 75 feet for single-unit homes and 80 feet for two-unit homes. In the case of narrower dimensions at the front of the lot, the minimum width can be established at the 30-foot building setback line. Minimum lot area is 9,000 square feet for single-unit homes and 10,000 square feet for two-unit homes. All proposed lots meet these requirements. It is anticipated the predominant development pattern will be detached single-unit homes.

The Prairie Winds 5th Addition Final Plat creates 27 buildable lots. It includes a continuation of a 60-foot-wide right-of-way (Tract “A”) for Flynn Drive, Cohen Court and Vera Way. The layout of the proposed final plat is consistent with the approved corresponding portion of the Preliminary Plat. Utilities are readily available to this site. The developer will coordinate with CFU for extending the utility services to the proposed development. Tract B is a 4,800 square foot parcel that will be sold to the adjacent property owner on Lot 1 of the Prairie Winds 1st Addition for additional yard area.

One other important feature of this subdivision includes a 10-foot wide pedestrian easement located between Lots 11 & 12. This easement will accommodate a public sidewalk that will eventually connect into the Aldrich Elementary School site to the west of this subdivision. The developer's engineer is planning this sidewalk connection as part of the public improvements in the next phase of this development. This pedestrian easement crosses a drainage easement that runs along the back of these lots. The intent is to not cross the proposed drainage swale until the next phase gets built, and the sidewalk is connected into the school. By crossing the swale, the developer would actually need to build the sidewalk out past the phase line because the swale is centered on the phase line. The next phase has not been final designed, and building the sidewalk into the swale will create a dead end for pedestrians and could cause unforeseen issues in the future. City staff has agreed to this plan and these details are found in the Deed of Dedication that places the owners of said lots on notice that there will be a pedestrian sidewalk between their homes in connection with the next phase of this development and these owners will be responsible for the maintenance and snow removal on this sidewalk.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

Cluster mailboxes will be sized and placed in the ROW per City and USPS standards. All cluster mailboxes will be located on lower volume streets. The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedications from the previous additions.

All stormwater drainage easements are identified on the plat that conforms to the stormwater plan and the preliminary plat. The drainage will be confined along the back lot lines and routed to the street storm sewer system and eventually into the detention basins located at the corner of Vera Way and Ironwood Drive. From here, the stormwater routes to the southeast into the pond in the Meadows Addition where it travels to the east, under Hudson Road and into the South Branch of Dry Run Creek. The off-site drainage from the west will route along the back side of Lots 16-19 and empty into the aforementioned detention basins located at the corner of Vera Way and Ironwood Drive. The property is located outside of the designated floodplain.

As of today, the developer is entering into a Contract for Completion of Improvements with the City for the final remaining public improvement items to allow residential house construction to start prior to the final acceptance of public improvements or occupancy. Those remaining public improvement items are paving, storm sewer intakes, sidewalks, signage, grading and seeding for the development. The developer has provided the City with a Performance Bond for the remaining items to be completed after the acceptance of the Final Plat. Once all the public improvement items have been addressed, the Engineering Division will provide a motion to Council to accept the public improvements and allow occupancy on the buildable lots.

RECOMMENDATION

The Community Development Department recommends approval of the Prairie Winds 5th Addition Final Plat. On October 9th 2019 Planning and Zoning Commission meeting, the Planning and Zoning Commission recommended approval of the Prairie Winds 5th Addition Final Plat on a vote with 6 ayes, 1 abstention and 0 nays.

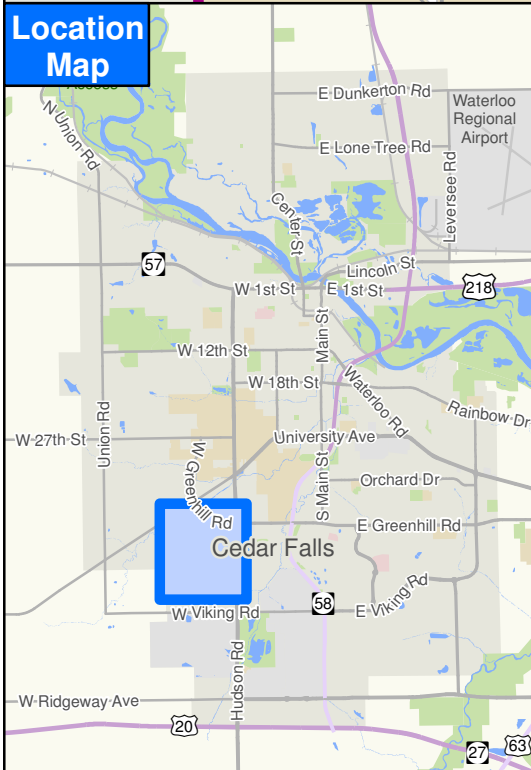
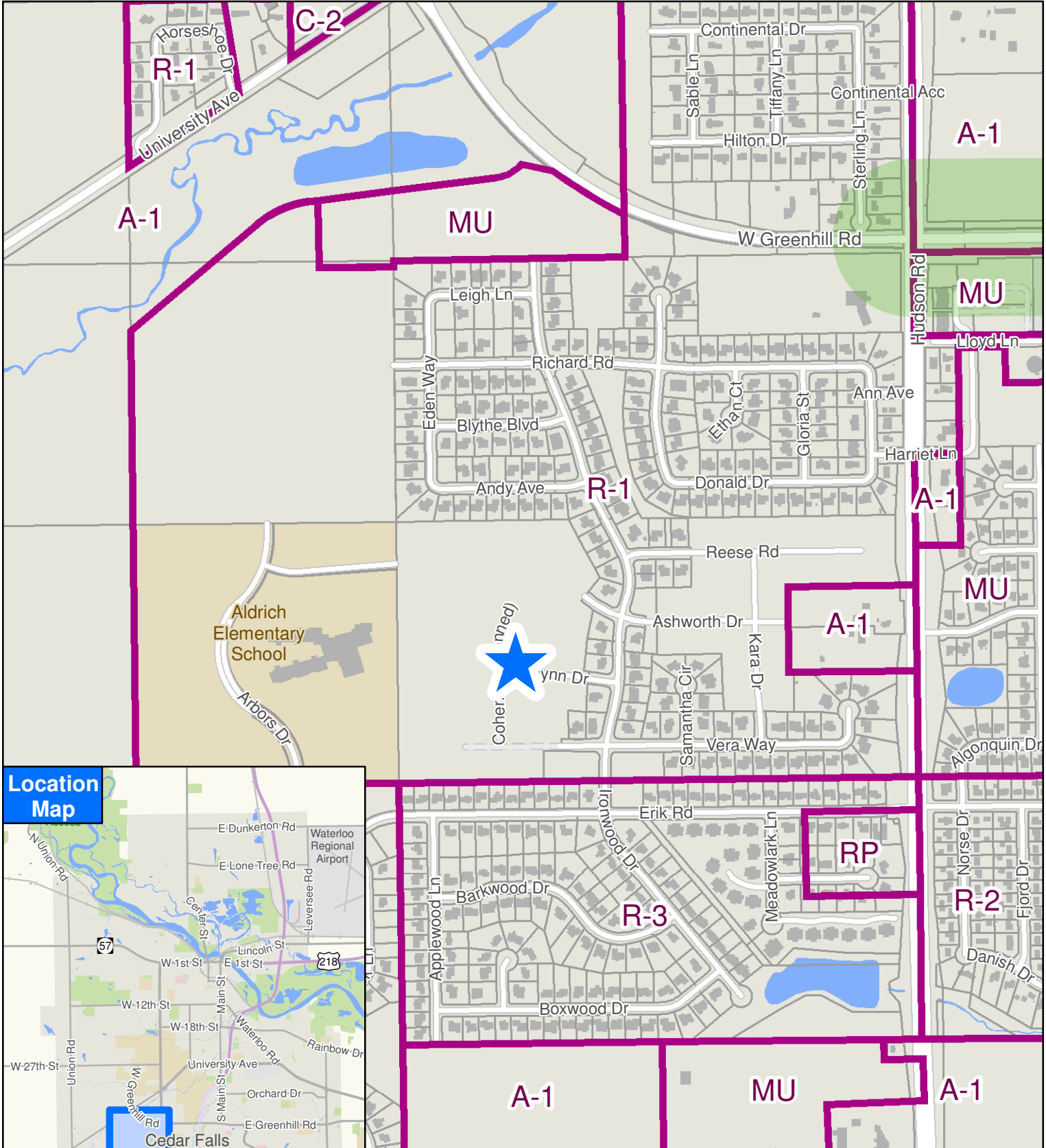
PLANNING & ZONING COMMISSION

Discussion/Vote 10/9/2019 Chair Holst introduced the final plat for Prairie Winds 5th Addition and Mr. Sturch provided background information. The property is in the R-1 Zoning District off of Ironwood Drive. He provided a breakdown of the phases for previous plats and discussed future phases. He also discussed the pedestrian access easement to create a sidewalk connection for future sidewalk to the school, and the stormwater routing and flow. As the plat is consistent with the City's subdivision code, staff recommends approval. Mr. Wingert noted that he will be abstaining from the item.

There was no discussion and the Commission made a recommendation to approve the Prairie Winds 5th Addition final plat on a vote with 6 ayes, 1 abstention and 0 nays.

Cedar Falls City Council November 18, 2019

Item 35.



Prairie Winds 5th Addition Final Plat

826

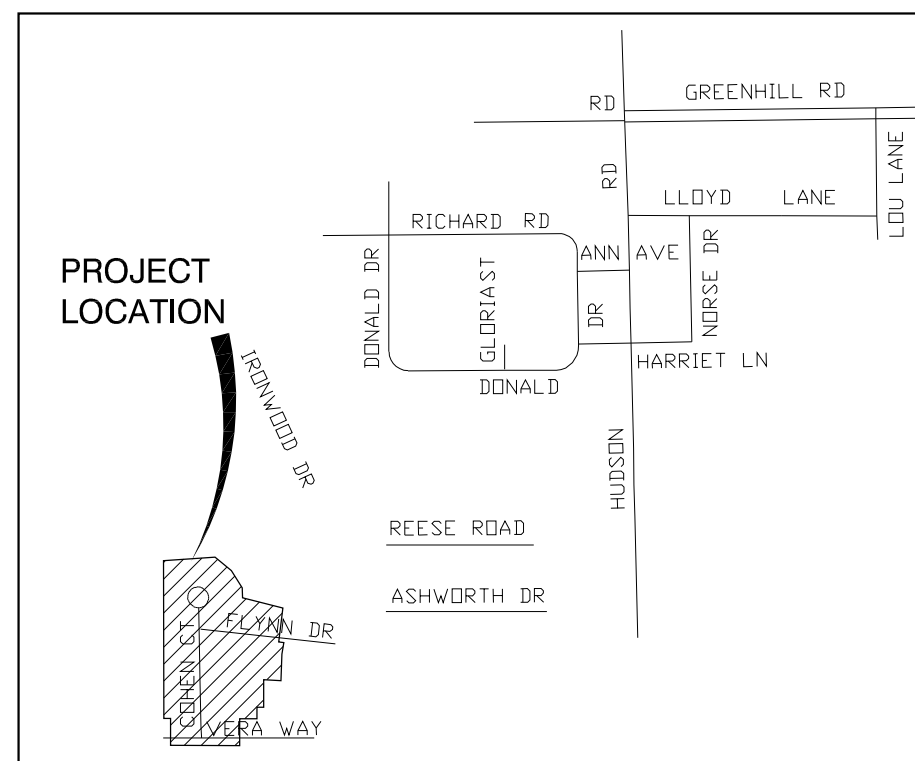
FINAL PLAT PRAIRIE WINDS 5TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
UNLESS OTHERWISE NOTED
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC
ID CAP #17162
- () RECORDED AS
PUE PUBLIC UTILITY EASEMENT

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN 10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.



VICINITY MAP
NOT TO SCALE

LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
TRAVIS R. STEWART, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
(641) 752-6701

OWNER/DEVELOPER

PANTHER FARMS L.L.C.
% BRIAN WINGERT
604 CLAY STREET
CEDAR FALLS, IOWA 50613

ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

SHEET INDEX

SHEET NO. 1 COVER SHEET
2 AND 3 FINAL PLAT

DESCRIPTION:

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE, S89°45'20"E 373.98' ALONG THE SOUTH LINE OF SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 26 TO THE POINT OF BEGINNING; THENCE, N0°08'27"W 140.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N89°45'21"W 34.37' ALONG SAID SOUTH RIGHT OF WAY; THENCE, N0°14'39"E 60.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N0°08'27"W 762.19'; THENCE, N86°08'20"E 268.28'; THENCE, S50°42'18"E 109.67'; THENCE, S32°07'43"E 108.22'; THENCE, S2°40'30"E 50.58'; THENCE, S75°37'18"E 216.76' TO THE NORTHWEST CORNER OF LOT 35 OF A CERTAIN PARCEL OF LAND DESCRIBED AS PRAIRIE WINDS 1ST ADDITION AND RECORDED IN INSTRUMENT NO. 2014-00013156 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S7°02'00"W 177.24' ALONG THE WEST LINE OF LOTS 35 AND 36 OF SAID PRAIRIE WINDS 1ST ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 36, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF FLYNN DRIVE; THENCE, SOUTHEASTERLY 25.73' ALONG THE ARC OF A 3861.05' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S80°17'29"E AND A CHORD DISTANCE OF 25.73' ALONG THE NORTH RIGHT OF WAY LINE OF SAID FLYNN DRIVE; THENCE, S9°31'02"W 60.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID FLYNN DRIVE, ALSO BEING THE NORTHWEST CORNER OF LOT 37 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, S1°54'47"W 138.67' ALONG THE WEST LINE OF SAID LOT 37 THE SOUTHWEST CORNER OF SAID LOT 37, ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N86°25'00"W 90.19' ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE, S0°08'27"E 144.65' ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF VERA WAY; THENCE, N89°45'21"W 36.03' ALONG THE NORTH RIGHT OF WAY LINE OF SAID VERA WAY; THENCE, S0°08'27"E 60.00' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID VERA WAY, ALSO BEING ON THE NORTH LINE OF TRACT "C" OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N89°45'16"W 90.00' ALONG THE NORTH LINE OF SAID TRACT "C" TO THE NORTHWEST CORNER OF SAID TRACT "C"; THENCE, S0°08'27"E 140.00' ALONG THE WEST LINE OF SAID TRACT "C" TO THE SOUTHWEST CORNER OF SAID TRACT "C", ALSO BEING A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, N89°45'20"W 360.00' ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINING 11.14 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LINE DATA

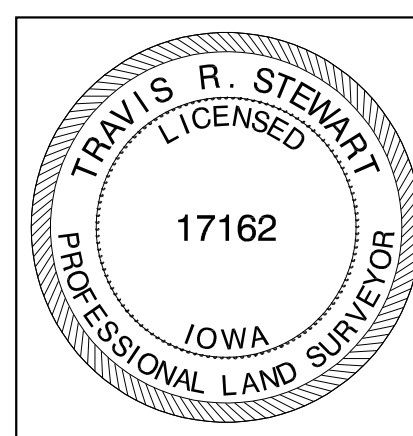
LINE NUMBER	BEARING	DISTANCE
L1	N89°45'21"W	34.37'
L2	N0°14'39"E	60.00'
L3	S50°42'18"E	109.67'
L4	S32°07'43"E	108.22'
L5	S2°40'30"E	50.58'
L7	S9°31'02"W	60.00' (N9°31'E 60.0)
L8	N86°25'00"W	90.19' (S86°25'E 90.2)
L9	N89°45'21"W	36.03' (S89°45' 1/4'E 36.05)
L10	S0°08'27"E	60.00' (N0°08' 1/2'W 60.0)
L11	N89°45'16"W	90.00' (S89°45' 1/4'E 90.0)

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	25.73' (25.75)	3861.05' (3861.05)	0°22'55" (0°23)	S80°17'29"E (N80°17' 1/2'W)	25.73' (25.75)

NW1/4 CORNER
SW1/4 NW1/4
SEC 26-89-14
FND 1/2" REBAR
w/ OPC #3641

W1/4 CORNER
SEC 26-89-14
FND 1/2" REBAR
w/ YPC #12086
POINT OF
COMMENCEMENT



I hereby certify that this land surveying document was prepared and related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Travis R. Stewart, PLS
Iowa License Number 17162
My license renewal date is December 31, 2019

Pages or sheets covered by this seal: SHEETS 1 OF 3, 2 OF 3 AND 3 OF 3



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019				
2	CITY COMMENTS	CAQ	9-30-2019				



Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 8-4-2019
CHECKED: IRS DATE: 8-4-2019
APPROVED: - DATE: -

PRAIRIE WINDS 5TH ADDITION
CEDAR FALLS, IOWA

FINAL PLAT

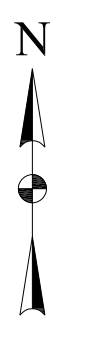
DATE PREPARED : 8-12-2018
PROJECT NO. 5491.05
SHEET NO. 1 OF 3

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	69.49'	3861.05'	1°01'52"	S79°35'06"E	69.49'
C2	15.66'	958.75'	0°56'09"	N79°32'15"W	15.66'
C3	90.03'	958.75'	5°22'50"	N82°41'44"W	90.00'
C4	39.16'	25.00'	89°45'33"	S45°00'07"E	35.28'
C5	29.66'	25.00'	67°58'32"	S33°51'55"W	27.95'
C6	43.12'	55.00'	44°55'15"	N45°23'34"E	42.03'
C7	58.39'	55.00'	60°49'43"	N7°28'55"W	55.69'
C8	50.20'	55.00'	52°17'56"	N64°02'44"W	48.48'
C9	50.05'	55.00'	52°08'35"	S63°44'00"W	48.34'
C10	36.27'	55.00'	37°47'03"	S18°46'11"W	35.62'
C11	39.43'	25.00'	90°22'00"	N45°03'39"E	35.47'
C12	39.11'	25.00'	89°38'00"	S44°56'21"E	35.24'
C13	39.37'	25.00'	90°14'18"	S44°59'48"W	35.43'
C14	75.25'	958.75'	4°29'49"	N87°38'04"W	75.23'
C15	78.81'	898.75'	5°01'27"	N87°22'15"W	78.78'
C16	238.04'	55.00'	247°58'32"	N56°08'05"W	91.21'
C17	217.07'	45.00'	276°23'04"	N0°14'39"E	60.00'
C18	90.81'	898.75'	5°47'21"	N81°57'51"W	90.77'
C19	96.70'	3921.05'	1°24'47"	S79°46'33"E	96.70'
C20	25.73'	3861.05'	0°22'55"	N80°17'29"W	25.73'

SIDE YARD SETBACK	
LOT(S)	FEET
1	8.5'
2	9.0'
3	9.1'
4	11.0'
5	9.1'
6	8.1'
7	8.4'
8	8.3'
9	9.1'
10	9.0'
11	9.0'
12	9.0'
13	9.0'
14	9.0'

SIDE YARD SETBACK	
LOT(S)	FEET
15	11.0'
16	9.0'
17	9.0'
18	9.0'
19	9.0'
20	7.5'
21	7.8'
22	11.0'
23	9.0'
24	11.0'
25	9.6'
26	9.9'
27	9.5'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N89°45'21"W	34.37'
L2	N0°14'39"E	60.00'
L3	S2°40'30"E	50.58'
L4	S9°31'03"W	60.00'
L5	N89°45'21"W	36.03'
L6	S0°08'27"E	60.00'
L7	N89°52'58"W	12.01'
L8	S89°52'58"E	17.21'



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019				
2	CITY COMMENTS	CAQ	9-30-2019				



DESIGNED: - DATE: -
 DRAWN: CAQ DATE: 8-4-2018
 CHECKED: IRS DATE: 8-4-2018
 APPROVED: - DATE: -

PRAIRIE WINDS 5TH ADDITION

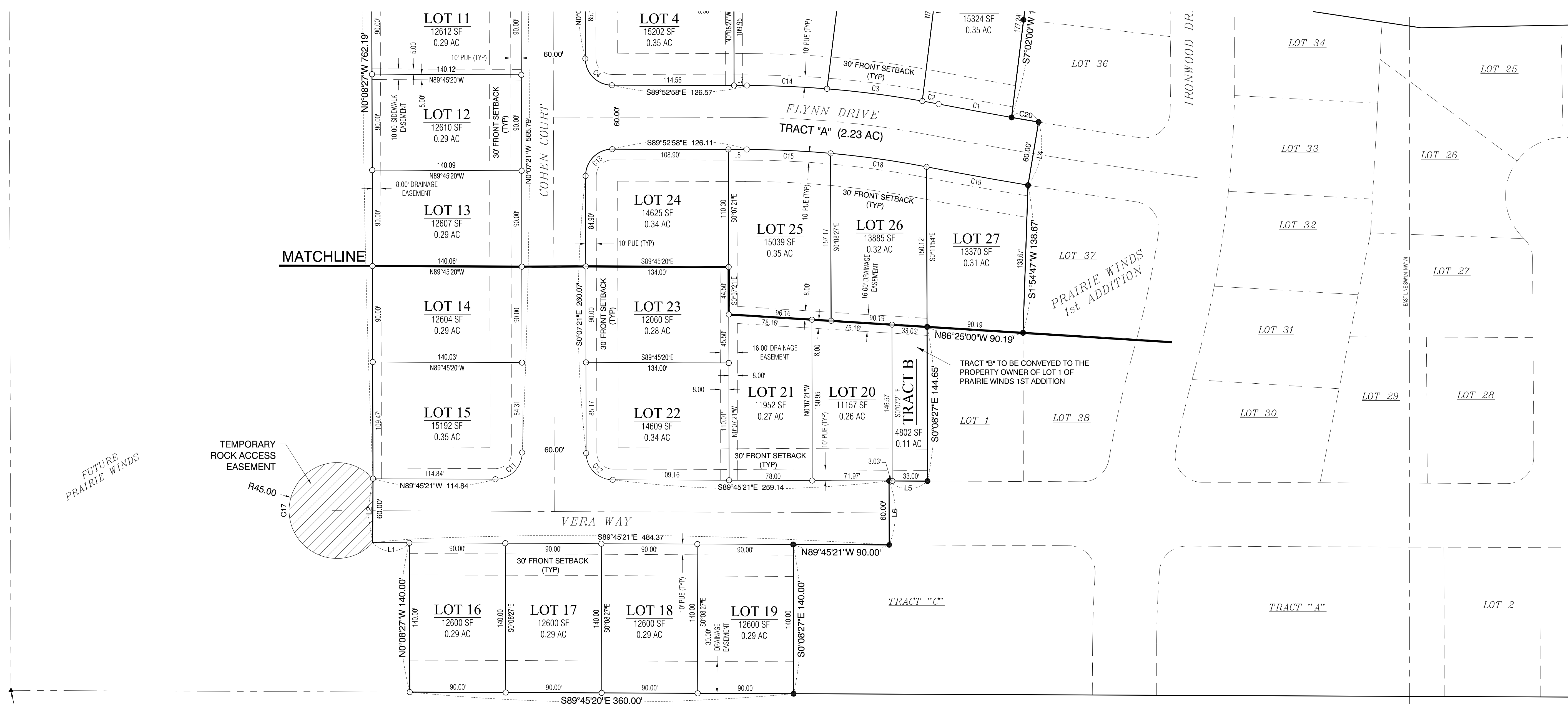
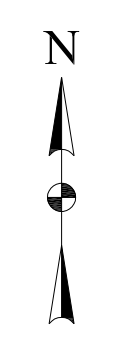
CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED : 8-12-2018

PROJECT NO. 5491.05
 SHEET NO. 2 OF 3

J:\5491-Prairie Winds 5th Addition Final Plat\Drawings\Final\Plan\5491-Prairie Winds 5th Addition Sheet 2.dwg - Sheet 2 - 10-01-19 - 3:34pm - caq288



W1/4 CORNER
 SEC 26-89-14
 FND 1/2" REBAR
 w/ YPC #12086

J:\5491-Prairie Winds 5th Addition Final Plat\dwg\Survey\Final\Plan\5491-Prairie Winds 5th Addition Sheet 2.dwg - Sheet 3 - 10-01-19 - 3:35pm - car288



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	8-26-2019				
2	CITY COMMENTS	CAQ	9-30-2019				

CGA Clapsadde-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: -	DATE: -
DRAWN: CAQ	DATE: 8-4-2018
CHECKED: IRS	DATE: 8-4-2018
APPROVED: -	DATE: -

PRAIRIE WINDS 5TH ADDITION
 CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED : 8-12-2018

PROJECT NO.	5491.05
SHEET NO.	3 OF 3

DEED OF DEDICATION
OF
PRAIRIE WINDS 5TH ADDITION
CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Panther Farms LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Travis R. Stewart, a Professional Engineer and Licensed Land Surveyor, dated 15 day of June, 2020, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

PRAIRIE WINDS 5TH ADDITION
CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat. No building structures, landscaping structures, private gardens or any other possible obstruction can be placed in the easements.

Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may

hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front, side, and rear of the lot lines as indicated on attached Final Plat. The minimum set back from each side lot line is 10% of the lot width measured along the front of the lot or seven (7) feet whichever is greater. All minimum setbacks will be required to meet or exceed R-1 Zoning.

2. No single family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,350 square feet for the main base of a single story, split-level or split-foyer houses.

B. 1,000 square feet on the first floor for story and one-half houses, or two story houses. With a total for all floors not less than 1,650 square feet excluding the basement level.

3. Each single family residence shall have a minimum of a two stall attached garage with a minimum of 525 square feet with a maximum of a three stall garage with a maximum of 1,600 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep his/hers lot or lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. Owner of each lot shall comply with all requirements of the US Post Office for mail receptacles. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the property line abutting the lots. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located. Location of the clustered mailboxes shall be reviewed and approved by the City of Cedar Falls, Iowa.

8. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

9. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and

at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24” will be allowed.

10. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

11. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a “pick-up truck” shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

12. All buildings erected on any lot in said subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Cedar Falls, Iowa.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

14. Any and all fencing constructed on said lots shall have a minimum set back of one foot from any property line. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

15. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the City is required to construct the sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

16. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of Panther Farms, LLC.

17. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of Panther Farms, LLC, as stated in the previous restriction.

18. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to insure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

19. A pedestrian easement is established over the south five (5) feet of Lot 11 and the north five (5) feet of Lot 12. A 4-foot wide public sidewalk will be installed in the center of this pedestrian easement between Lot 11 and Lot 12. This sidewalk will be installed as part of the public improvements of the Prairie Winds 6th Addition to the west of these lots. The owners of Lot 11 and Lot 12 will be responsible for the maintenance and snow removal of the pedestrian sidewalk between said lots. No building structures, fences, landscaping structures, gardens, plantings or other possible obstructions can be built in and over the ten (10) foot pedestrian easement.

20. Each person or entity who is record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as Prairie Winds Homeowners Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may be not separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Prairie Winds Homeowners Association shall be to own and maintain the common area and green spaces of the development, including but not limited to Tracts "A" & "C" of Prairie Winds 1st Addition, the retention pond(s) and surrounding access (whether located in said subdivision or serving said subdivision but located outside thereof) and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, common neighborhood monument-type mailboxes, mowing, watering, including upkeep of any underground sprinkler system, snow removal of common areas, maintenance of the retention pond(s) water retention/detention area(s) including water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement for Prairie Winds 1st Addition. Initially, the Developer, Panther Farms, LLC, shall perform the actual construction duties to establish the common area, green spaces, entrance, pond and surrounding access area.

The annual dues for the Association shall initially be set at \$ ____ per lot per year beginning in _____, 2019. The Developer, Panther Farms, LLC, shall be exempt from any dues expense. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described above.

21. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblin and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping

brick, block, stone, timber or other similar material, or any other similar obstructions.

22. Tract "A" to be deeded to the City of Cedar Falls, Iowa for street purposes.

23. Tract "B" shall be conveyed to the owner of adjoining Lot 1, Prairie Winds 1st Addition, City of Cedar Falls, Black Hawk County, Iowa. Tract "B" shall not be sold separately from said adjoining lot. Tract B cannot be developed other than for the sole purpose of being additional yard for said adjoining lot

PUBLIC IMPROVEMENTS REQUIRED
IN
PRAIRIE WINDS 5TH ADDITION PLAT

1. The Street(s) shown on the attached plat, will be brought to City grade and that the street will be sixty (60) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. That city water will be provided to all lots as required by the Cedar Falls Municipal utilities.

5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.

6. That Storm sewer will be provided as specified by the City Engineer.

7. That handicap ramps will be provided as required by law.

8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.

9. A five (5) foot easement is granted on the south five (5) feet of Lot 11 and the north five (5) feet of Lot 12 for a sidewalk. Developer shall not be required to install said sidewalk until the land to the west of said lots is developed. This requirement shall run with the land.

10. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Panther Farms, LLC, it grantees and assigns fail to

complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

11. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

12. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- A. Shall be constructed and installed in a good and workmanlike manner;
- B. Shall be free of defects in workmanship or materials;
- C. Shall be free of any conditions that could result in structural or other failure of said improvements;
- D. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- E. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

13. The Developer’s construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this 15 day of June, 2020

Panther Farms, LLC

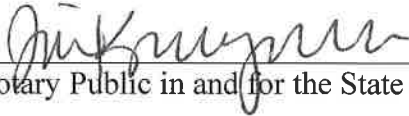


Brent Dahlstrom, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this 15 day of June, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Dahlstrom, Manager of Panther Farms, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Panther Farms, LLC.





Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: Chris Sevy, Planner I
 Matt Tolan, Civil Engineer II
DATE: July 6, 2020
SUBJECT: Pheasant Hollow Seventh Addition Final Plat

REQUEST: Pheasant Hollow Seventh Addition Final Plat

PETITIONER: White Coat Series II, LLC; Engineer: CGA, Inc.

LOCATION: The 14-acre property is located west of Apollo Street and north of Pheasant Drive.

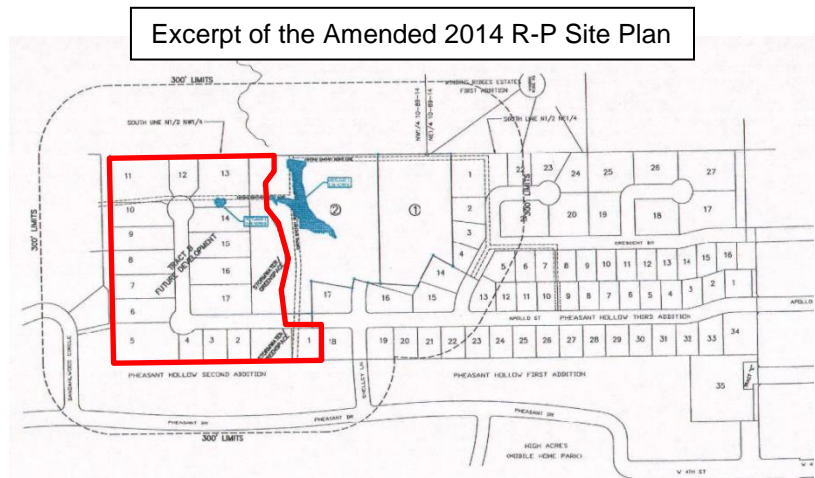
PROPOSAL

The applicant is proposing to subdivide a 14 acre parcel in the R-P, Planned Residence, zoning district with the intent to develop 18 new single-unit residential lots.

BACKGROUND

The 14.2 acres under consideration are part of the Pheasant Hollow Development and was rezoned from A-1 (Agricultural) and R-1 (Residential) to R-P (Planned Residence District) on October 13, 2003. The rezoning, as required by the R-P zoning district, included an R-P Site Plan and development agreement. These documents outlined how this area was to develop. An amendment to the original R-P Site Plan was approved by the City Council on July 21, 2014.

The amended R-P Site Plan updated the proposed uses allowed in the area (i.e. single unit homes and a limited amount of condo units) and reconfigured the layout of the development.



The proposed final plat is the westernmost section of the plan, outlined in red in the image above. This is a replat of Tract M of Pheasant Hollow Sixth Addition, which is now being subdivided to create 18 new lots. The preliminary plat of Pheasant Hollow Seventh Addition was

approved on August 19, 2019.

Analysis

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer submits construction drawings to the City's Engineering Division. Once these are approved the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

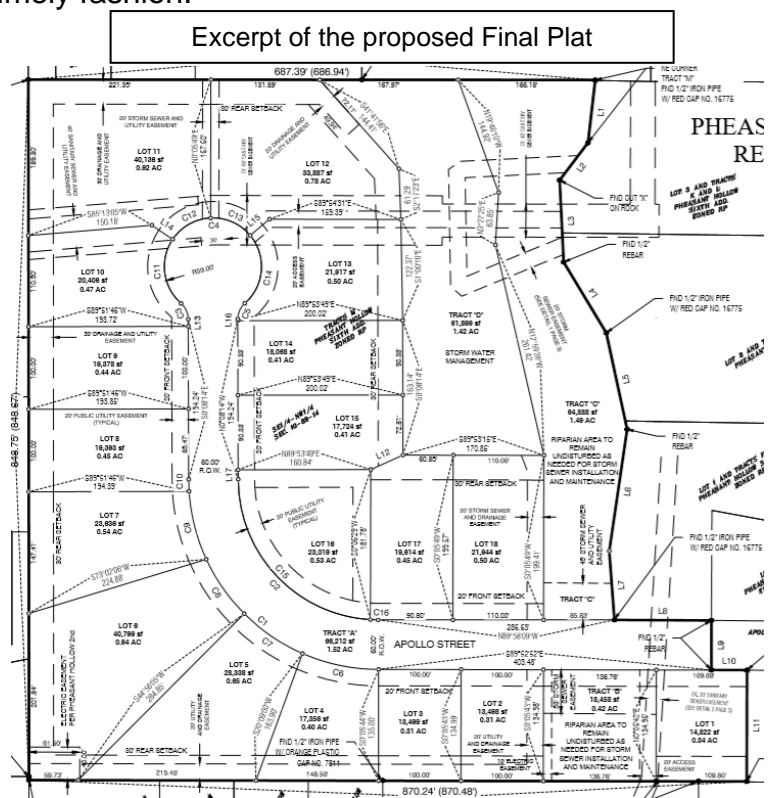
A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a performance bond with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

Staff reviews the final plat to ensure that it is consistent with the preliminary plat and the approved construction drawings. Certain legal papers are also required at final plat to ensure that owner and any mortgage holders have given their consent to plat and the title is clear of any encumbrances, unless specifically approved.

Staff notes that all 18 of the proposed buildable lots meet the dimensional standards of the RP District and are consistent with the number, size, and layout of the approved preliminary plat.

Tract A on the final plat is an extension of Apollo Street, which has an existing 60-foot right-of-way. This extension provides access to all 18 proposed lots. The placement of the street is consistent with the approved preliminary plat and the approved 2014 R-P District Site Plan.

Tracts B and D on the final plat are reserved for stormwater detention basins. Stormwater easements are proposed throughout the final plat to direct storm water runoff to the two detention basins. These basins are designed to ensure that the water runoff from the new development is properly managed. A culvert is being constructed under the proposed road to connect Tract B to the larger Tract D so to direct any overflow on the south side of the development. In regard to stormwater infrastructure, the City's engineering staff has confirmed



calculations and that everything is properly located, graded and sized.

Tract C on the eastern boundary of the final plat is reserved for greenspace. Most of the existing grove of trees on this property will be maintained as the applicant sees the existing tree coverage as a valuable asset for the development. An April 2020 aerial image of the site is shown on the right.

All underground utilities have been laid and covered. Also, substantial grading work has been performed on the site including sufficient compaction of soils where the road will be constructed. The rock layer for the road has been laid and should be settled in time to begin paving by sometime in the first week of July. All paving, including sidewalks and curbs still have yet to be completed. The developer submitted a performance bond guaranteeing completion of the remaining infrastructure.



Final contract documents, estimates and bonds have been reviewed and approved by the City Staff and all required fees paid, including inspection fees owed to date..

TECHNICAL COMMENTS

Utilities - City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, electric, gas and communication services are available to the site at the west end of Apollo Drive. An adequate sized water main has been extended to serve this subdivision. The other utilities will be installed as part of the public improvements. The easements identified on the plat satisfy CFU requirements.

Stormwater Management – The petitioner’s engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City’s subdivision requirements and also finds that the design will improve the drainage pattern that has developed over the years on this undeveloped parcel of land.

Sanitary Sewer - The sanitary sewer will be extended to the south along Apollo Drive to service each lot. Typically, the sanitary sewer must be extended to the limits of the plat, per the City’s subdivision ordinance in order to accommodate the future growth in Cedar Falls. However, the Northwest Sanitary Sewer Extension line was previously established prior to development within a sanitary sewer easement that is identified on the plat. The developer’s engineer utilized the Northwest Sanitary Sewer Extension, as designed, to provide sanitary services within the limits of the plat. The Northwest Sanitary Sewer has a rate of capital charge of \$689.76 per acre for each lot within the district including all land used with respect to a residential unit, payable in cash. Payment for this has been collected from the developer.

The platting documents, all required legal documents (including deed of dedication), and a plat fee of \$300.00 have been submitted.

A courtesy notice to adjoining property owners for this Final Plat was mailed on June 16, 2020.

PLANNING & ZONING COMMISSION

Discussion/
Vote
6/24/2020

The Planning and Zoning Commission considered the Pheasant Hollow 7th Addition Final Plat. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the property is located in close proximity southeast to the 1st Street and Union Road intersection. This plat will accommodate 18 lots for single family development and satisfies the RP district standards. It is also consistent with the preliminary plat. The storm water management measures include two detention basins which collect all water that falls on the site. Those basins will release at a metered rate to the creek that runs along the east edge of the site. Ms. Saul inquired about how this would affect the creek running to neighborhoods northward. Ms. Howard explained how the burden on the creek will be improved compared to an undeveloped scenario. Staff recommends approval of the plat with conformance to stipulations outlined in the staff report.

STAFF RECOMMENDATION

The proposed Pheasant Hollow 7th Addition Final Plat is consistent with the City's subdivision code and is consistent with its corresponding and approved Preliminary Plat. City staff recommends approval.

Attachments:

Pheasant Hollow 7th Addition Final Plat
Deed of Dedication

FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA

LEGAL DESCRIPTION

TRACT "M" PHEASANT HOLLOW SIXTH ADDITION,
CITY OF CEDAR FALLS, IOWA FILE NO 2018-8122.

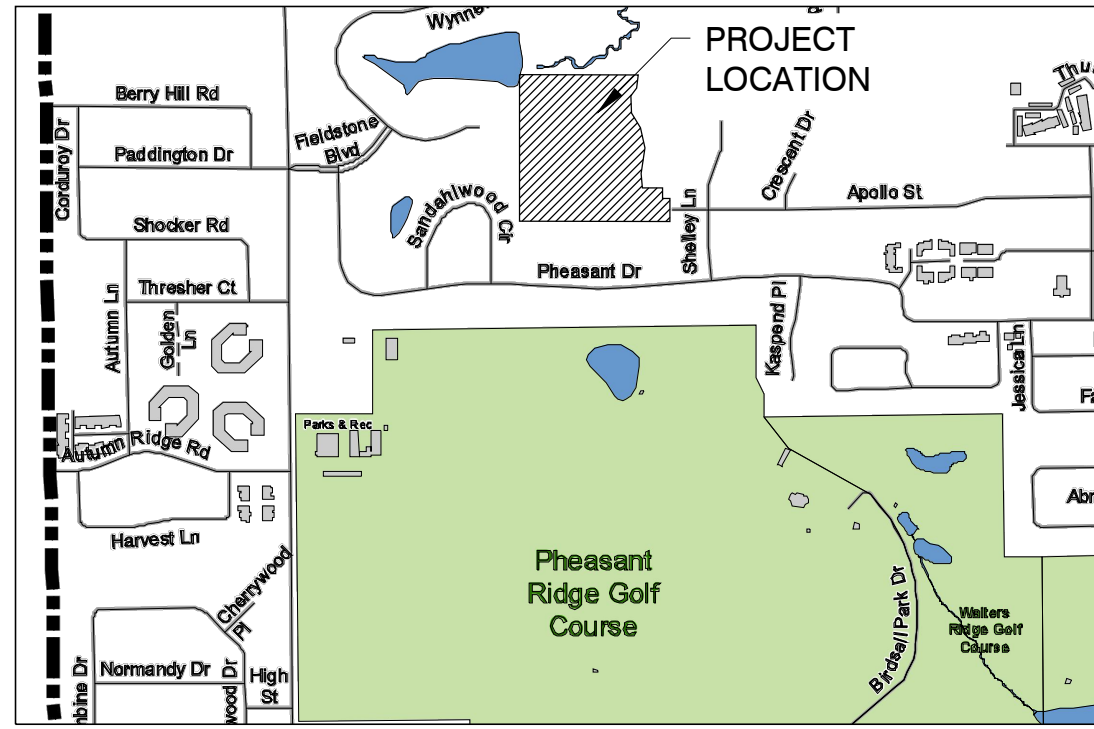
SETBACK DATA

FRONT YARD = 20 FT
REAR YARD = 30 FT
SIDE YARD* = 10% LOT WIDTH AT THE FRONT SETBACK LINE

*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.



LINE DATA				
LINE NUMBER	(BEARING)	(DISTANCE)	BEARING	DISTANCE
L1	(S8°28'32"W)	(76.68')	S6°37'21"W	76.57
L2	(S36°56'37"W)	(56.82')	S37°08'56"W	56.75
L3	(S3°11'10"E)	(99.27')	S2°43'15"E	99.44
L4	(S31°04'16"E)	(100.00')	S31°07'37"E	100.11
L5	(S12°32'57"E)	(119.35')	S12°12'49"E	119.59
L6	(S8°14'38"W)	(149.14')	S8°21'15"W	148.97
L7	(S4°35'37"E)	(83.82')	S4°15'30"E	83.82
L8	(N89°55'08"E)	(117.89')	S89°44'46"E	117.61
L9	(S0°04'52"E)	(60.00')	S0°04'00"W	60.16
L10	(N89°55'08"E)	(43.19')	S89°50'17"E	43.16
L11	(S0°04'52"E)	(135.00')	S0°12'18"W	135.00
L12			N65°47'52"E	42.91
L13			N0°08'14"W	8.77
L14			N55°52'10"W	30.46
L15			N50°01'52"E	30.55
L16			S0°08'14"E	2.04
L17			S0°08'14"E	11.54

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	361.72'	230.00'	90°06'30"	S45°02'09"E	325.58'
C2	266.92'	170.00'	89°57'39"	N44°54'25"W	240.34'
C3	21.42'	25.00'	49°05'48"	S24°41'08"E	20.77'
C4	286.48'	59.00'	278°11'54"	S89°51'55"W	77.26'
C5	21.42'	25.00'	49°06'06"	N24°24'49"E	20.78'
C6	94.90'	230.00'	23°38'28"	N78°16'10"W	94.23'
C7	86.09'	230.00'	21°26'49"	N55°43'32"W	85.59'
C8	80.83'	230.00'	20°08'11"	N34°56'02"W	80.42'
C9	85.36'	230.00'	21°15'46"	N14°14'03"W	84.87'
C10	14.54'	230.00'	3°37'16"	N1°47'32"W	14.53'
C11	85.89'	59.00'	83°24'21"	N7°32'05"W	78.50'
C12	54.83'	59.01'	53°14'12"	N60°47'36"E	52.88'
C13	54.21'	59.00'	52°38'29"	S66°15'39"E	52.32'
C14	91.55'	59.01'	88°53'31"	S4°30'33"W	82.64'
C15	257.71'	170.00'	86°51'28"	S43°21'19"E	233.74'
C16	9.21'	170.00'	3°06'11"	S88°20'09"E	9.21'

SURVEYOR

TRAVIS R. STEWART, P.L.S.
CLAPSADDLE-GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IOWA 50613
(319)266-0258

OWNERS OF RECORD

PHEASANT HOLLOW HOLDINGS INC
9055 BEAVER MEADOWS LANE
CEDAR FALLS, IA 50613

ZONING INFORMATION:

CURRENT: RP (RESIDENTIAL PLANNED)

FLOOD ZONE

(ZONE X)
PANEL # 19013C0161F
EFFECTIVE DATE: JULY 18, 2011

SURVEY REQUESTED BY:

WHITE COAT SERIES II, LLC
4426 WYNNEWOOD DRIVE
CEDAR FALLS, IOWA 50613

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Travis R. Stewart, PLS _____ date

Iowa License Number 17162

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal: _____

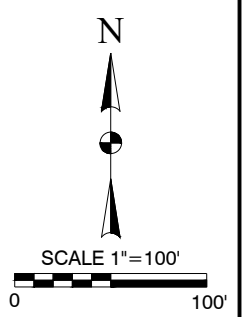
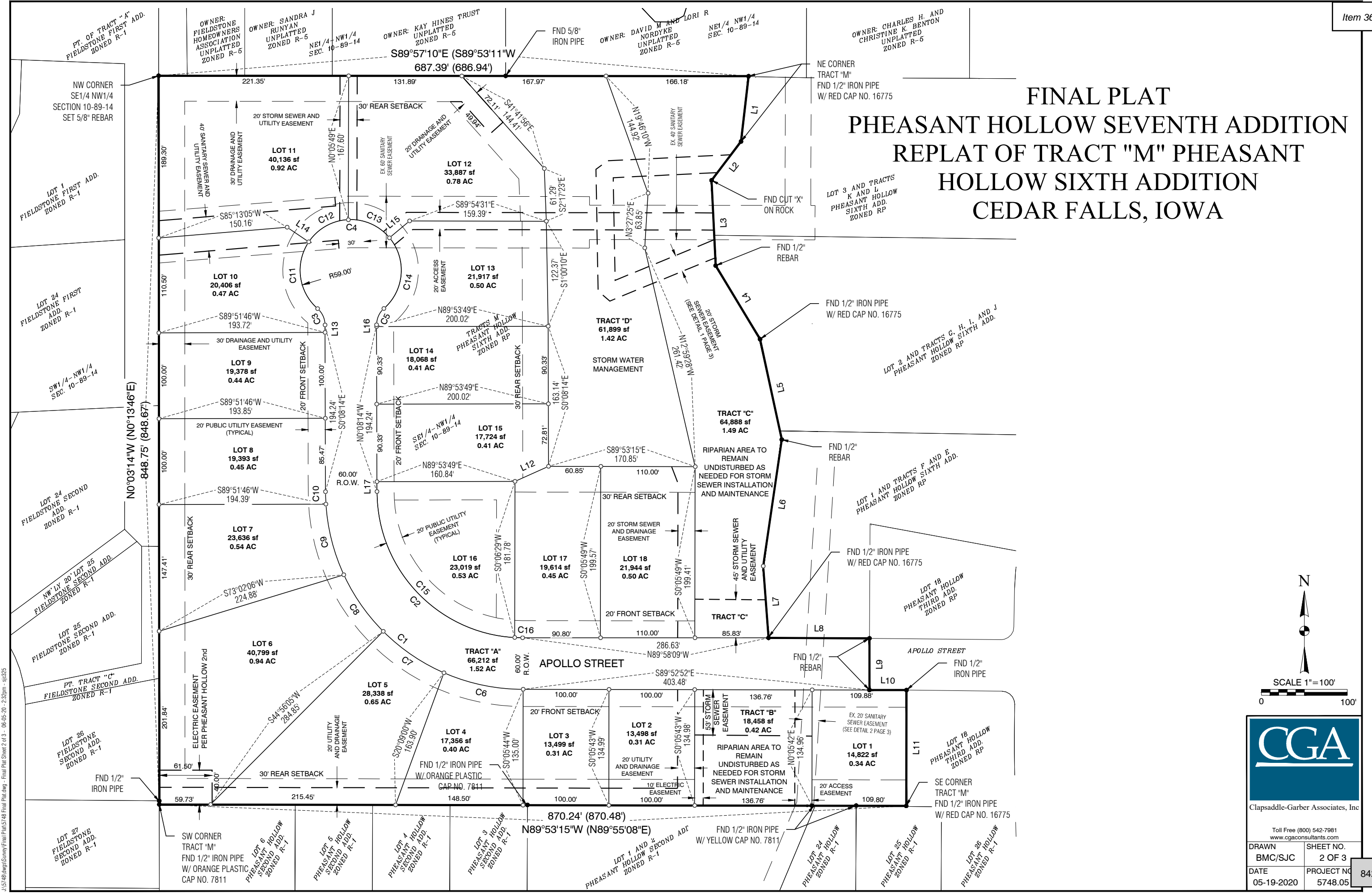
SHEET 1 OF 3, SHEET 2 OF 3, AND SHEET 3 OF 3

Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981
www.cgaconsultants.com

DRAWN	SHEET NO.
BMC/SJC	1 OF 3
DATE	PROJECT NO.
06-05-2020	5748.05

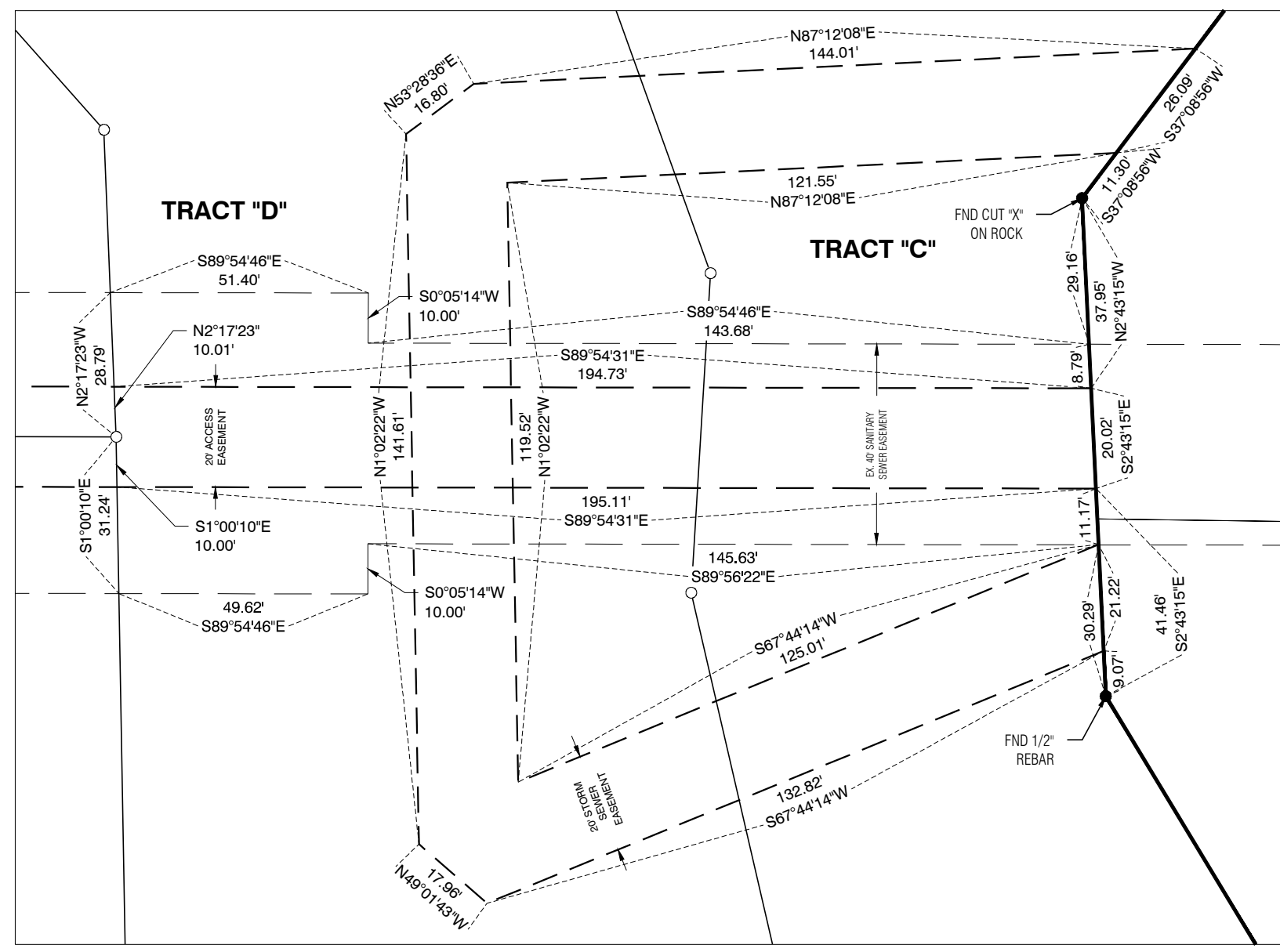
FINAL PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



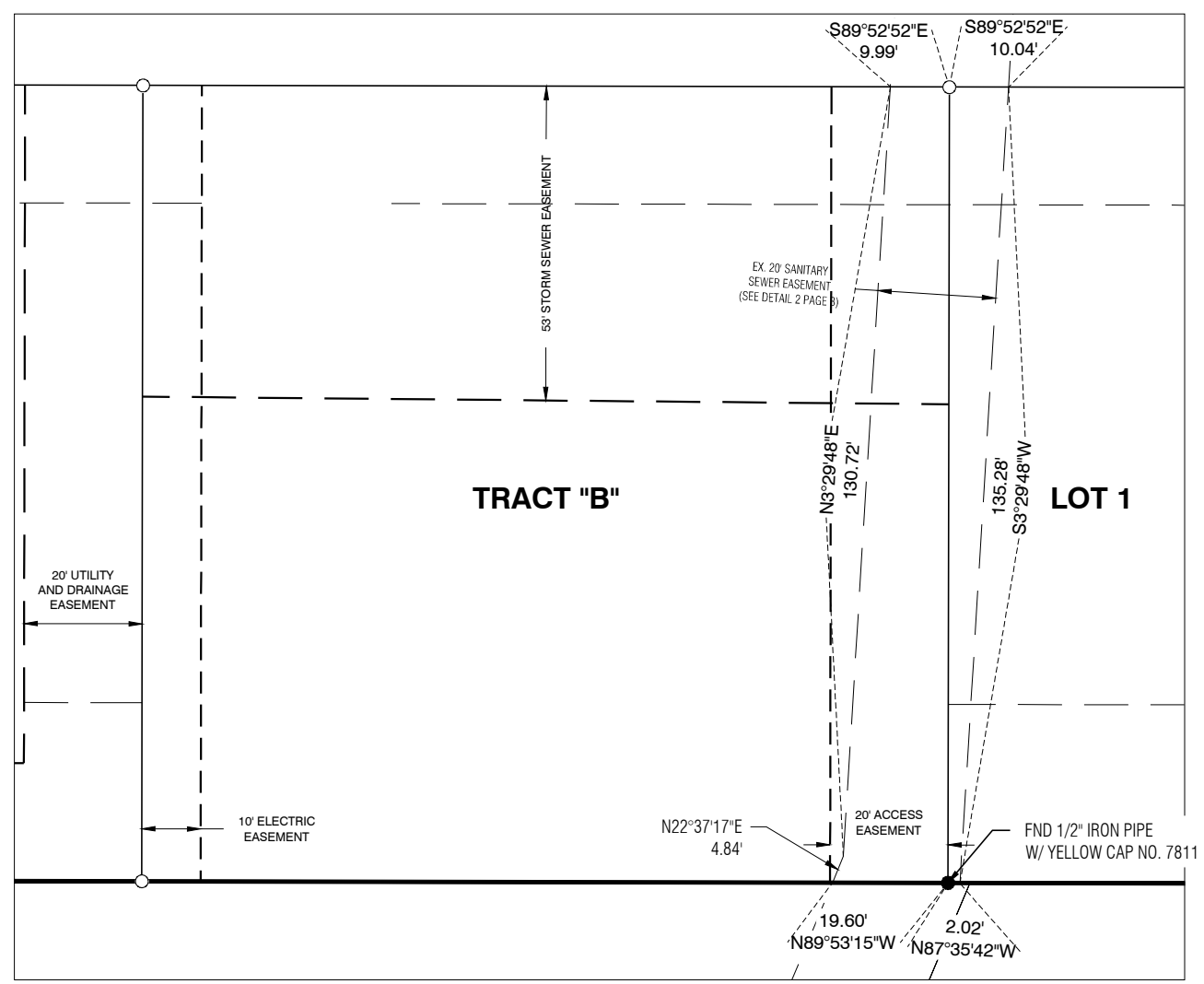
Toll Free (800) 542-7981 www.cgaconsultants.com	
DRAWN BMC/SJC	SHEET NO. 2 OF 3
DATE 05-19-2020	PROJECT NO. 5748.05

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FINAL PLAT - PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M" PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA

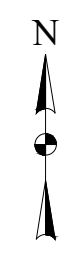


DETAIL 1
1" = 30'



DETAIL 2
1" = 30'

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Clapsaddle-Garber Associates, Inc

Toll Free (800) 542-7981
www.cgaconsultants.com

DRAWN BMC/SJC	SHEET NO. 3 OF 3
DATE 05-19-2020	PROJECT NO. 5748.05

Prepared by: Michael R. Young, Esq., 3151 Brockway Road, PO Box 810, Waterloo, IA 50704 (319) 234-4471

**OWNER'S STATEMENT AND DEDICATION
OF
PHEASANT HOLLOW SEVENTH ADDITION,
CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**
KNOW ALL PARTIES BY THESE PRESENTS:

That White Coat LLC, Series II, an Iowa series limited liability company (the "Developer"), being desirous of dividing the real estate legally described as:

**TRACT M IN PHEASANT HOLLOW SIXTH ADDITION, CITY
OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

into lots and laying out thereon a new addition in the City of Cedar Falls (the "City"), Black Hawk County, Iowa, does by these presents, dedicate and set apart said real estate as further described in the accompanying plat (the "Plat") showing location and numbers and letters of the lots, tracts, and the name and location of the street, all to be hereinafter known and called:

**PHEASANT HOLLOW SEVENTH ADDITION, CITY OF CEDAR
FALLS, BLACK HAWK COUNTY, IOWA (the "Addition");**

said dedication being with the free consent and in accordance with the desires of the Developer, and does further covenant and agree, for itself, its successors, and assigns, that the respective lots and tracts in said Plat shall be, and the same are hereby subject to the following restrictions and easements, as fully and effectively as if the same were contained and set forth in each deed, contract, or mortgage that the undersigned or its successors in interest may hereafter make, and that such restrictions and easements shall run with the land, and with the described lots, all as follows:

I. RESTRICTIONS

1.1 Tract A is reserved for use as a public right-of-way street to be known as an extension of "*Apollo Street*."

1.2 Tracts B, C, D, and E are reserved for various public uses as shown in the Plat, including, without limitation, stormwater management and green space.

1.3 Lots 1 through 18 in the Addition (individually a "*Lot*" and collectively the "*Lots*") shall be known, described and used solely as residential lots, and no structure shall be erected on any Lot other than a detached single-family dwelling, not to exceed two stories in height, and an accessory detached storage building as restricted in subparagraph 1.8 below.

1.4 Only one- and two-story residential dwellings may be constructed on the Lots. No single family one-story dwelling shall be constructed on a Lot with a fully-enclosed first floor area of less than 1,800 square feet, exclusive of car port, garage and open porches. No single family two-story dwelling shall be constructed on a Lot with a fully-enclosed first floor area of less than 1,800 square feet and a total of 2,200 square feet in the dwelling, exclusive of car ports, garage and open porches. A "story" shall be required to have a floor level which is at least one foot above ground level at all points. Any floor level which is less than one foot above ground level at all points shall be considered a basement level, and shall not be a "story."

1.5 All residential dwellings shall have customary siding and exterior surface coverings. Vinyl and aluminum siding is restricted to the rear and side elevations and up to 50% of the front elevation of the residential dwelling (garage openings shall be excluded from this calculation). Materials that may be used in the front elevation of the residential dwelling in the portion of such elevation that is not vinyl or aluminum siding shall include, but not be limited to, the following: brick, stone, stucco, EFIS, glass, natural wood, wood siding, or any other materials that have the same effect or appearance.

1.6 All residential dwellings shall have an attached private garage that is a minimum of two stalls and 500 square feet in area and a maximum of four stalls and 1,500 square feet in area.

1.7 No building shall be erected on any Lot nearer than the building line shown on the Plat. There is hereby established a side yard setback of 10% of the width of the front setback line of each Lot. Furthermore, no building structures, landscaping structures, private gardens or any other possible obstruction can be placed in easements.

1.8 No detached storage building shall be constructed or placed on any Lot containing more than 300 square feet and no more than 12 feet in height. No trailer, garage, barn, or other outbuilding erected in the Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any Lot.

1.9 No dwelling on any Lot shall be occupied until the exterior is completed and finished and the interior substantially completed and finished and an occupancy permit issued by the City. All construction and landscaping shall be completed within one year from the start of dwelling construction.

1.10 All driveway approaches located on City right-of-way shall be constructed of concrete, and all driveways in the Addition shall be at least 10 feet in width, constructed of a permanent hard surface, such as concrete, brick, stone or other similar hard surface. The driveway on Lot 11 shall be placed south of and away from the sanitary sewer manhole on said Lot.

1.11 All fencing must be professionally installed and be brick, natural or synthetic wood, or in keeping with the style of the dwelling on the Lot. Coated chain-link fencing shall only be allowed in side yards beyond the front yard set-back, and in the rear yard of a Lot. No uncoated chain-link, snow, or temporary fencing of any type or nature, or barbed wire or woven wire, shall be permitted at any time on any Lot. No fencing shall be allowed in or over any of the utility or drainage easements set forth herein and/or shown on the attached plat.

1.12 No satellite TV antenna or “dish” more than two feet in diameter may be maintained, constructed or erected on any Lot.

1.13 All outdoor swimming pools shall be constructed “in ground.” All non-portable jacuzzis, hot tubs, whirlpool spas or other items of such nature shall be recessed or built-in with the heating and filtering equipment and elements completely enclosed from public view by appropriate material.

1.14 All buildings on any Lot shall be kept in a reasonable state of repair and upkeep. The owner of each Lot, vacant or improved, shall keep said Lot free of weeds and debris.

1.15 No obnoxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Addition or its broader neighborhood.

1.16 With the exception of a maximum of two household pets, no animals, poultry, rabbits, or livestock of any kind shall be kept or raised on any Lot.

1.17 Unless kept entirely enclosed in a permanent garage, the storage or parking of trailers of any kind, whether camping, boat, house, utility, or otherwise, or any bus, semi-tractor, trailer, recreational vehicle, or truck of any kind, except what is commonly described as a “pickup truck” or “passenger van,” shall not be permitted on any Lot (including the driveway) or the street within the Addition. “Storage” or “parking” for purposes of this restriction means that either the vehicle or trailer does not have a current license or that it is left open to view from adjacent properties for a length of time from which a reasonable person would infer that it is being stored or parked and not being left only for the short-term convenience of the owner.

1.18 Each lot shall comply with all requirements of the U.S. Post Office for mail receptacles. All mailboxes in the Addition shall be clustered or grouped for the Lots, and shall not be placed between the curb line and the property line abutting the Lots. The location of the clustered mailboxes shall be approved by the City of Cedar Falls. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located.

1.19 The undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any of the Lots shall be taken and held to have agreed and covenanted with the owners of all other Lots and with the respective successors and assigns of all of the rest of such other Lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the use and construction or building thereon, for a period of 21 years from the date of filing of the Plat and this Deed of Dedication for record. Within the period of 21 years and in accordance with the Iowa Code §§614.24 and 614.25 (2019) or their successor provisions, these covenants, restrictions and stipulations may be extended for an additional period of 21 years upon compliance with §§614.24 and 614.25 (2019). In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years.

1.20 If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in the Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney fees as determined by the Court and not the statute.

1.21 Invalidation of any of these covenants by judgment, decree or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

II. HOMEOWNER'S ASSOCIATION

The Developer hereby dedicates and sets apart Tracts B, C, D, and E in the Addition for use as stormwater management and green space and natural areas, all as shown and laid out on the Plat and all subject to the restrictions and easements set forth herein, and does further declare as follows:

2.1 An Iowa non-profit corporation known as the *Pheasant Hollow Seventh Addition Homeowners Association* (the "*Association*") is being created for the purpose of maintaining Tracts B, C, D, and E for the common benefit of the owners of all Lots. Each Lot owner shall be a member of the Association and subject to its rules, requirements, and regulations. The Developer does now convey Tracts B, C, D, and E to the Association for use as a stormwater management and green space and natural areas, per City of Cedar Falls requirements. The Association is charged with the duty to maintain and repair said stormwater management and green space and natural areas, per City of Cedar Falls requirements, for the benefit of all Lot owners. The membership of the Association shall at all times remain vested in the owners of each and all Lots; a transfer of a Lot shall automatically require that the membership rights and obligations in the Association be transferred to the new owner, including any unpaid assessments. The cost of the maintenance of Tracts B, C, D, and E shall be shared equally by each of the Lot Owners, in the manner and amount determined from time to time by the Association's board of directors. Any owner failing to pay an assessment adopted by the Association's board of directors shall be subject to a civil action for collection instituted by the Association's board of directors or a lien may be filed against the property of such owner and collected in the same manner as if it was a mechanic's lien.

2.2 The Developer will cause to be constructed the stormwater management areas on the aforementioned tracts as shown and laid out on the Plat. Thereafter, said stormwater management areas shall be maintained by the Association as described at paragraph 2.1 above.

III. DEDICATION AND CONSTRUCTION OF STREETS, SEWERS AND UTILITIES

The Developer hereby dedicates and sets apart to the public and for the public's use Tract A in the Addition for use as a public right-of-way street, as shown and laid out on the Plat and all subject to the easements set forth herein, and does further declare as follows:

3.1 That the street on Tract A will be brought to City grade standards and will be surfaced in accord with City specifications. Street paving widths shall be as shown on the Plat.

3.2 That sanitary sewer service, together with all necessary manholes and sewer service lines to all Lots, will be provided.

3.3 That utilities, as required by the City's Subdivision Ordinance, shall be installed.

3.4 That city water will be provided as required by the Municipal Water Utility of the City of Cedar Falls, Iowa (*Cedar Falls Utilities*).

3.5 That municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.

3.6 That storm sewer service will be provided as specified by the City Engineer.

3.7 That accessibility ramps will be provided as required by law.

3.8 That a four-foot wide concrete sidewalk four inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any Lot, or within five years after the date the Plat is filed in the Black Hawk County Recorder's Office, whichever is sooner, and that the sidewalk be across the full width of the Lot.

3.9 That the work and improvements called for herein shall be in accordance with City specifications, and performed under the supervision of the City Engineer. In the event the undersigned, its grantees and/or assigns, fails to complete said work and improvements called for in the initial phase herein within one year (except for subparagraph 3.8 above) from the date of the acceptance of said final plat by the City, the City may then make the improvements and assess the costs of same to the respective Lots. The owners, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and waive statutory protections and limitations as to cost and assessments and agree that the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective Lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorizes the City's Clerk to certify such assessments to the Black Hawk County Auditor as assessments to be paid in installments as provided by law.

3.10 The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- (a) Shall be constructed and installed in a good and workmanlike manner;
- (b) Shall be free of defects in workmanship or materials;



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600
FAX 319-268-5126

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 24, 2020
SUBJECT: Amendment of Article V – Department of Finance & Business Operations

Please find attached changes to Article V of the City’s Code of Ordinances related to the Department of Finance & Business Operations. These changes are due to the creation of the Human Resource Division to comply with the City Council’s goal of hiring a Human Resource position. By creating this division, a human resource manager position will be created that will manage various staff that currently work on human resource functions. By creating this division, there were then changes to the Financial Services and Legal Services Division sections of the Code. Also, while working on the ordinance for the department, we took the opportunity to clean up some outdated language in all of the divisions in the department.

The changes to the ordinance are presented in redline form and a form accepting all of the changes to show the final version of the ordinance. Again, adding a human resource position was discussed at goal setting and was included in the preparation of the FY21 budget and these ordinance changes are necessary to create the human resource division. Once the ordinance is adopted, a job classification outlining the duties of the position will be presented to Council.

If you have any questions regarding the ordinance or the position, please feel free to contact me.

ARTICLE V. - DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

DIVISION 1. - GENERALLY

Sec. 2-473. - Created.

There is hereby established in the city the department of finance and business operations. The administration of the department shall be integrated into and made a part of the regular city administration and shall be coordinated with all other departments.

(Code 2017, § 2-306; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-474. - Duties.

It shall be the duty of the finance and business operations department to provide a full range of support services for all city departments, the city administrator, the mayor and the city council. These services shall include:

- (1) Financial management encompassing accounting, budgeting, payroll, debt management, check issuance, auditing, investment, capital asset management, and completion of required financial reports and records.
- (2) Public records management encompassing the maintenance of official city council minutes, ordinances, resolutions, contracts, deeds, licenses, permits, registry books, assessments, elections, appointments of city officers and public notices.
- (3) Personnel management encompassing the maintenance of employee records, employee salary and benefit administration, employee relations programs, personnel policies, personnel task management accounting, labor relations and the administration of civil service, civil rights and equal opportunity regulations and standards.
- (4) Risk management encompassing the securing of adequate insurance coverage and the provision of safety programs, and workers' compensation administration.
- (5) Information systems encompassing the operation and maintenance of the city's communications systems and mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment provided to individual departments.
- (6) Acting as legal counsel to all city offices, boards and commissions, exclusive of autonomous administrative agencies and boards established by the city council with the authority to retain legal counsel. It is the duty of legal counsel to prepare all ordinances, prosecute all actions which are violations of city ordinances, defend or prosecute all suits and actions brought and pending in any court in the state or United States to which the city is a party, prepare all city contracts, and act as the city legal agent for any bonds or legal instruments when directed by the city council.
- (7) Cable television system encompassing the production of video programming for city government, educational and local origination channels and facilitating playback of video programs on the public access channel.
- (8) Performing as the city purchasing agent.
- (9) Administrative management encompassing the development, coordination and implementation of administrative policies and procedures prescribed by the city administrator, mayor and city council to ensure that all legislative actions are completed by the appropriate department.

(Code 2017, § 2-307; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-475. - Director of finance and business operations—Generally.

(a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.

(b) *Powers and duties.*

(1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:

- a. Public records.
- b. Financial services.
- c. Legal services.
- d. Information systems.

e. Human resources.

The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.

(2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney, and a human resources manager, -and to recommend to the city administrator, city council, and mayor a city clerk ~~for yearly appointment~~ as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.

(3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.

(4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(5) The director shall pPrepare for the city administrator's consideration a preliminary budget by January 1 of each year for the coming fiscal year.

(6) The director shall pPrepare and monitor the city's capital improvements program to ensure that the program offers long-term financial stability, including the issuance of long-term debt. .

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-476. - Director of finance and business operations—Duties relative to boards, commissions and committees.

The director of finance and business operations or ~~his~~ designee shall meet with and furnish assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Mayor's budget review committee.
- (2) Utilities board of trustees.

- (3) Health trust fund board of trustees.
- (4) Civil service commission.
- (5) Human rights commission.
- (6) Library board of trustees.
- (7) Community center and senior services board.
- (8) Sartori Memorial Hospital, Inc., board of directors.
- (9) County attorney.
- (10) Northeast Iowa Area Agency on Aging.
- (11) Any applicable federal and state agencies, including, but not limited to, the state civil rights commission, the state department of management, the state auditor, state attorney general, the state public employment relations board, the state public employment retirement system board, the municipal fire and police retirement system board, the state department of revenue, Internal Revenue Service, U.S. Occupational Safety and Health Administration, and the United States Equal Employment Opportunity Commission.

(Code 2017, § 2-309; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-477. - Acting director of finance and business operations.

Whenever the director of finance and business operations is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city administrator has not appointed a director of finance and business operations, the director of finance and business operations or city administrator shall appoint one of the division heads as the acting director of finance and business operations. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-310; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-478. - Authority of council.

All final authority over the administration and policy of the department of finance and business operations shall be retained and exercised by the city council.

(Code 2017, § 2-311; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-479—2-509. - Reserved.

DIVISION 2. - FINANCIAL SERVICES DIVISION

Sec. 2-510. - Created.

The financial services division of the department of finance and business operations is hereby created.

(Code 2017, § 2-331; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-511. - Duties.

It shall be the duty of the financial services division of the department of finance and business operations to provide a comprehensive financial management program and a full range of personnel services which conforms to federal, state and local regulations.

(Code 2017, § 2-332; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-512. - Controller/city treasurer.

- (a) *Appointment.* A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The controller/city treasurer shall supervise, direct and manage the financial services division. The controller/city treasurer's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the financial services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.
 - (3) Assigning the personnel of the financial services division as deemed necessary to carry out the functions of the financial services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (5) Providing, in conjunction with the human resources legal-division, a comprehensive personnel management and relations program which has direct correlation to payroll administration. :
 - a. ~~Maintains official employee evaluation, discipline and employment records.~~
 - b. ~~Administers employee benefit programs, including IPERS, FICA, sick leave, vacation, savings program, life insurance, and health insurance benefits.~~
 - c. ~~Coordinates all employment application procedures, including advertising, screening, civil service testing, interviews, department selection and employee orientation.~~
 - d. ~~Coordinates all employee training and education assistance requests for the mayor and city council.~~
 - e. ~~Maintains and updates annually the city's official job description and pay plan in compliance with city council action.~~
 - f. ~~Functions as the city's representative during all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.~~
 - g. ~~Administers the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations.~~
 - h. ~~Administers unemployment insurance benefits.~~
 - i. ~~Serves as the administrator of the city personnel policy and collective bargaining agreements.~~
 - j. ~~Manages city employment programs endorsed by the city council, including workfare, work release and work restitution programs.~~

- ~~k. Maintains and updates annually the city's statement of policy on personnel and procedures in compliance with city council action.~~
- ~~l. Processes all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.~~
- ~~m. Administers city administrative policies, risk management policies, and administers accounting policies and procedures.~~

~~(6) Issuing payment on the treasury for all money duly ordered paid therefrom by the council, but he shall not draw any such payments except upon the vote of the council. Such payments shall be attested by the required three signatures. The controller/city treasurer shall maintain financial records that account for the check number, date, amount, and payee for each payment issued. The controller/city treasurer shall provide a listing of payments to be approved to the council committee prior to the council meeting. The controller/city treasurer shall also provide a listing of payments made prior to the council meeting as allowed for under the city's purchasing manual.~~

(6) Issuing payment on the treasury for all money duly ordered paid therefrom by the council, but the controller/city treasurer shall not draw any such payments except upon the vote of the council. Such payments shall be attested by the required three signatures. The controller/city treasurer shall maintain financial records that account for the check number, date, amount, and payee for each payment issued. The controller/city treasurer shall provide a listing of payments to be approved to the council committee prior to the council meeting. The controller/city treasurer shall also provide a listing of payments made prior to the council meeting as allowed for under the city's purchasing manual.

- (7) Managing the purchasing program for the city, including administering the accounting policies and procedures manual as approved by City Council. The controller/city treasurer or ~~his~~ designee shall function as the purchasing agent for all purchases made by the city. All city departments shall furnish the agent with purchase specifications and may attach to their purchase request bids and such other information as they may deem helpful to the purchasing agent. The purchasing agent shall:
- a. Make no purchases where the amount involved does not exceed \$200.00 without having first secured the approval of the chargeable department head to the proposed purchase. If the approval of a department head cannot be secured, authorization by any two members of the city council administration committee shall be sufficient to authorize the proposed purchase by such agent.
 - b. Make an emergency purchase, if deemed necessary by the purchasing agent and the purchase exceeds the sum of \$200.00, however, the agent may make such purchase provided the agent first obtains the approval of any two members of the city council administration committee.
 - c. Ensure that all bills covering purchases made by the purchasing agent be subject to final approval or disapproval by the council when submitted for payment.
 - d. Require and file bids on all purchases made for the city by the agent, except in special cases where authorization by the council to purchase without bids has first been secured or where small purchases or emergency purchases are involved.
 - e. Generally award purchases to the lowest responsible bidder. When the lowest bid is not used, the reason therefor shall be plainly noted in detail on the requisition. Purchases shall be consolidated whenever possible in order to foster favorable bids.
 - f. Make a careful check of all bills covering purchases to ascertain that the written approval of ~~the chairman of the administration committee~~, the ~~director chairperson~~ of the department chargeable with the purchase, and ~~two~~ one other councilmembers when required, has been duly endorsed thereon, and that the bill has been duly approved by the council.

- ~~g. Prepare for the city administrator's consideration a preliminary budget by January 1 of each year for the coming fiscal year.~~
- gh. Coordinate the investment of idle funds to ensure that the city obtains the most attractive yet financially sound investment benefits available.
- ~~hi. Prepare and monitor the city's capital improvements program to ensure that the program offers long-term financial stability, including the issuance of long-term debt. Coordinate with director on the issuance of long-term debt.~~

(Code 2017, § 2-333; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-513. - Acting controller/city treasurer.

Whenever the controller/city treasurer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a controller/city treasurer, the controller/city treasurer or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the controller/city treasurer.

(Code 2017, § 2-334; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-514—2-534. - Reserved.

DIVISION 3. - INFORMATION SYSTEMS DIVISION

Sec. 2-535. - Created.

The information systems division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-351; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-536. - Duties.

It shall be the duty of the information systems division of the department of finance and business operations to provide support services to the city administrator, mayor, the city council and all departments in the form of printing, communications and computer services. It shall also produce video programming for Cedar Falls government, educational and local origination channels and to facilitate the playback of video programs on the public access channel.

(Code 2017, § 2-352; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-537. - Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.

- (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.
- (3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
- (4) Providing computer maintenance and operations support to all departments through the city mainframe computer, fileservers, network infrastructure, personal computers and all related peripheral equipment.
- (5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.
- (6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.
- (7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.
- (8) Coordinating the purchase and usage of video production equipment.
- (9) Managing the city's government, educational, local origination and public access channels.
- (10) Coordinating the production of video programs for the government access channel with all city departments.
- (11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.
- (12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
- (13) Maintaining and operating police computer and video systems.
- (14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.
- (15) Responsible for IT security by Coordinating the monitoring of computer networks for security issues, fixing detected vulnerabilities and installing security measures and software to protect systems information infrastructure.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-538. - Acting information systems manager.

Whenever the information systems manager is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed an information systems manager, the information systems manager or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the information systems manager.

(Code 2017, § 2-354; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-539—2-569. - Reserved.

DIVISION 4. - PUBLIC RECORDS DIVISION

Sec. 2-570. - Created.

The public records division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-371; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-571. - Duties.

It shall be the duty of the public records division of the department of finance and business operations to provide a comprehensive management program for all public records which conforms with federal, state and local regulations.

(Code 2017, § 2-372; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-572. - City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and ~~the personnel file and~~ annual review of the city clerk's performance ~~for review by the city administrator, mayor and city council.~~ Such appointment shall be in accordance with all statutory civil service procedures and section 2-159. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.
- (b) *Duties.* The city clerk shall supervise, direct and manage the public records division. The city clerk's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the public records division within the parameters of the departmental policy.
 - (2) Making an annual report of the activities of the division to the finance and business operations director.
 - (3) Assigning the personnel of the public records division as deemed necessary to carry out the functions of the public records division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (5) Functioning as the city clerk for all public records management for the city. The duties of the city clerk and ~~his~~ designee shall include:
 - a. Attending all meetings of the council and furnishing the mayor with an abstract of all unfinished business; making an accurate record of the proceedings, rules and ordinances adopted by the council, which shall at all reasonable times be open to the public; issuing all notices of special meetings of the council when called, as provided by law; notifying all committees of their appointment and of the business referred to them; notifying all officers of their election; and performing such other duties required as may be by law, ordinance or resolution ~~required of him.~~
 - b. Preparing, following a regular or special meeting of the council, a condensed statement of the proceedings of the council, including the total expenditure from each municipal fund, and causing the statement to be published in a newspaper of general circulation in the city. The statement shall include a list of all claims allowed and a summary of all receipts, and the statement shall show the gross amount of the claim.

- c. Maintaining custody of, and keeping in thehis office, all bylaws, ordinances, records, papers and official documents belonging to the city, proceedings of the council and all returns of assessments and elections and appointments of city officers. The city clerk shall not allow any papers or documents to be taken from thehis office without ~~the consent of the council.~~
 - d. Keeping all ordinances passed by the council ~~at length in a book kept for that purpose, and properly indexing the book.~~ It shall be the special duty of the clerk to see that all ordinances are properly and correctly published in the official paper of the city. Immediately following the record of each ordinance, the clerk shall append a certificate stating therein the time and manner of the publication thereof.
 - e. Keeping ~~records~~a book of deeds and contracts executed by or in favor of the city ~~and properly indexing the book.~~
 - f. Keeping a register of all licenses and permits granted by the city as required by law, ~~noting the time when issued, the person to whom issued and the date of the expiration of the licenses and permits,~~ and filing and preserving in his office all petitions, remonstrances and other papers presented to the council.
 - g. ~~Preserving and keeping all registry books, alphabetical lists and other papers pertaining to the voting registration until destroyed, as provided by law. The clerk shall, upon application of the registrars, deliver such registry books, alphabetical lists and pool books prior to their first meeting for each election.~~
 - g.h. Furnishing to any officer or other person requiring the record, paper or document a certified copy of any record, paper or document on file ~~in his office.~~ When such copy is furnished to any person other than a city officer, the clerk shall be entitled to receive the ~~same~~ fees as adopted in the annual fee resolution~~are allowed county officers for like services.~~
 - h.i. Preparing all certificates of assessments for sidewalks, sewers and other public improvements. The clerk shall promptly certify to the county auditor, as provided by law, all assessments and taxes of every kind and nature levied by the council which are required to be so certified.
 - h.j. Procuring all necessary ~~supplies~~books and stationery for the use of the council and city officers.
 - h.k. Being clerk of the civil service commission for the city or appointing a designee, and performing such duties as are required of the commission's clerk by law.
 - h.l. ~~Upon entering the duties of the city clerk, in addition to the oath or affirmation will be administered, executing a bond in the form and conditions prescribed by state law and by ordinance of the council. Such bond shall be filed with the mayor.~~
 - h.m. Maintaining the official seal of the City.city clerk, ~~consisting of a disk having around its margin the words "City Clerk, Iowa," and within a circle on the face thereof the words "Cedar Falls."~~
 - h.n. Being responsible for administration and enforcement of parking regulations~~and other parking facilities, as provided in section 2-574.~~
 - h.o. Supervising the administrative support~~clerical~~ pool.
- (6) ~~Submitting to the council, at the end of each fiscal year, a copy of the annual report filed with the state auditor as required by the laws of the state. Upon approval of the report by the council, it shall be published in at least two newspapers of general circulation or in one if no other is published in the city.~~

(Code 2017, § 2-373; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-573. - Acting city clerk.

Whenever the city clerk is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the finance and business operations director has not appointed a city clerk, the city clerk or finance and business operations director shall appoint a designee who shall have and exercise all the powers and duties of the city clerk.

(Code 2017, § 2-374; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-574. - Parking enforcement and administration section.

- (a) The parking enforcement and administration section of the public records division of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the parking enforcement and administration section of the public records division to provide a full range of parking enforcement and administration services dealing with parking enforcement equipment and other parking facilities, and related parking enforcement provisions.
- (c) The duties of the parking enforcement and administration section shall be as follows:
 - (1) To provide for enforcement and collection of all parking enforcement equipment locations and other parking facilities, and repair of equipment.
 - (2) Subject to the approval of the council, the city clerk shall appoint parking enforcement personnel on a full-time or part-time basis, to be compensated from parking enforcement and administration section funds.
 - (3) To maintain all parking enforcement equipment and other parking facilities and related administration records, and handle all parking receipts and disbursements.
 - (4) To enforce and administer all of the provisions of division 2, parking enforcement districts, equipment, operations and facilities, of article IV, stopping, standing and parking, of chapter 23, traffic and motor vehicles, and any other duties and responsibilities assigned to said section by the director of finance and business operations or the city council.

(Code 2017, § 2-375; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2944, § 1, 6-17-2019)

Secs. 2-575—2-596. - Reserved.

DIVISION 5. - LEGAL SERVICES DIVISION

Sec. 2-597. - Created.

The legal services division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-391; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-598. - Duties.

It shall be the duty of the legal services division of the department of finance and business operations to provide legal counsel to the city and all of its entities.

(Code 2017, § 2-392; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-599. - Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance ~~for review by the city administrator, mayor, and city council.~~ Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.
- (b) *Duties.* The city attorney shall supervise, direct and manage the legal services division. The city attorney's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the legal services division within the parameters of the departmental policy.
 - (2) Making an annual report of the activities of the division to the finance and business operations director.
 - (3) Assigning the personnel of the legal services division as deemed necessary to carry out the functions of the legal services division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.
 - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (5) Providing, in conjunction with the human resources financial services division, a comprehensive personnel management and relations program which includes: ~~Providing risk management and safety program services to all city departments.~~
 - a. Coordinating with the human resources division regarding ~~Functions as the city's representative during~~ all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.
 - b. Coordinating with the human resources division regarding the ~~Administers the~~ city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations.
 - ~~c. Administers unemployment insurance benefits.~~
 - ~~d. Manages city employment programs endorsed by the city council, including workfare, work release and work restitution programs.~~
 - ce. Maintainings and updatings annually the city's statement of policy on personnel and procedures in compliance with city council action.
 - df. Coordinating with the human resources division regarding~~Processes~~—all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.
 - ~~g. Maintains official employee evaluation, discipline and employment records.~~
 - ~~h. Administers employee benefit programs, including IPERS, FICA, sick leave, vacation, savings program, life insurance, and health insurance benefits.~~
 - ~~i. Serves as the administrator of the city personnel policy and collective bargaining agreements.~~
 - ~~j. Coordinates all employment application procedures, including advertising, screening, civil service testing, interviews, department selection and employee orientation.~~

~~k.—Coordinates all employee training and education assistance requests for the mayor and city council.~~

~~l.—Maintains and updates annually the city's official job description and pay plan in compliance with city council action.~~

~~em. Coordinating with the human resources division regarding the administration of Administers city administrative policies, risk management policies, and personnel policies~~administers accounting policies and procedures.~~~~

- (6) On or before January 1, after the adjournment of any general assembly, preparing and presenting to the council for passage such ordinances as may be required to amend existing ordinances or to repeal existing ordinances on account of laws enacted by the general assembly, or such ordinances as may be necessary or which the city attorney shall think proper in view of the laws enacted by the general assembly amending existing statutes or creating new statutes applicable to cities.
- (7) Acting as legal advisor and counsel for the city and all officers of the city, including all boards and commissions of the city, except autonomous administrative boards of trustees; giving his opinion upon questions of law arising out of any matters pertaining to the interests of the city whenever requested by the mayor or council or other officers of the city; giving legal advice to any of the city officers concerning their official duties when required to do so; and giving legal advice and assistance, as may be required, to all committees of the council and, when requested, giving his opinion in writing, which shall be filed and preserved among the records.
- (8) Prosecuting all suits for violation of the city ordinances, except as otherwise provided.
- (9) Prosecuting or defending all suits and actions to be brought and pending in any court in the state or United States to which the city is a party or in which, in the opinion of the council, the interests of the city are brought into controversy, or in which the official acts of any of its officers, servants or agents are involved, and taking appeals in such cases as the interests of the city require or whenever directed by the council to do so.
- (10) When directed to do so by the council or proper officers of the city, including all boards and commissions of the city except the various utility boards of trustees, preparing drafts for contracts, ordinances, condemnation proceedings and forms of any other legal papers which may be required for the use of the city or its officers in the discharge of their duties.
- (11) Signing the name of the city to ~~bonds and~~ papers of whatever kind necessary in legal proceedings for the prosecution of any suit in court, when directed to do so by the council.
- (12) Attending all regular meetings of the council and special meetings thereof when notified to do so; attending meetings of the committees of the council when notified by the chairman to do so; and attending meetings of all boards and commissions of the city, except autonomous administrative boards of trustees, when notified by such boards and commissions.

(Code 2017, § 2-393; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-600. - Appointment and duties of additional city attorneys; employment of associate counsel.

The city attorney may appoint additional attorneys upon approval of the director of finance and business operations and city administrator. The attorneys shall prosecute all actions for violations of city ordinances or assist the city attorney in the prosecution thereof, as well as other duties, as assigned by the city attorney. In any case which may arise, associate counsel shall not be employed at the expense of the city, unless such employment shall be authorized by resolution of the council or the board whose jurisdiction~~department~~ is affected. The director of finance and business operations may hire additional attorneys for special legal representation on a contract basis or hourly basis, based upon existing city administrative policies.

(Code 2017, § 2-394; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-601. - Acting city attorney.

Whenever the city attorney is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a city attorney, the assistant city attorney or other attorney appointed by the city attorney or director of finance and business operations ~~associate counsel~~ shall serve as designee and exercise all the powers and duties of the city attorney.

(Code 2017, § 2-395; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-602. - Compensation of attorney and assistant attorney; allowance for office expenses.

The salary and allowance for the office expenses of the city attorney and assistant city attorney shall be established annually by resolution by the council; ~~provided, however, that the salary of the attorney shall not include payment for services of the attorney for the prosecution or defense of suits and actions in any courts of the state or United States or before any agency or commission of the state or the federal government, except for prosecutions for violations of city ordinances in magistrate's court.~~

(Code 2017, § 2-396; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-603—2-610. - Reserved.

DIVISION 6. – HUMAN RESOURCES DIVISION

Sec. 2-611. - Created.

The human resources division of the department of finance and business operations for the city is hereby created.

Sec. 2-612. - Duties.

It shall be the duty of the human resources division of the department of finance and business operations to provide a comprehensive personnel management program and a full range of personnel services which conforms ~~to~~with federal, state and local laws and regulations.

Sec. 2-613. - Appointment, powers and duties of human resources manager.

(a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director. Such appointment shall be in accordance with all statutory civil service procedures.

(b) *Duties.* The human resources manager shall supervise, direct and manage the human resources division. The human resources manager's duties shall be as follows:

(1) *Promulgating orders, rules and regulations for the conduct and guidance of the members of the human resources division within the parameters of the departmental policy.*

- (2) Making an annual report of the activities of the division to the finance and business operations director.
- (3) Assigning the personnel of the human resources division as deemed necessary to carry out the functions of the human resources division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.
- (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
- (5) Providing a comprehensive personnel management and relations program which includes:
- a. Maintaining official employee evaluation, discipline and employment records.
 - b. Administering employee benefit programs, including but not limited to IPERS, FICA, sick leave, vacation, savings program, life insurance, and health insurance benefits.
 - c. Coordinating all employment application procedures, including advertising, screening, civil service testing, interviews, department selection and employee orientation.
 - d. Coordinating all employee training and education assistance requests.
 - e. Maintaining and updating annually the city's official job description and pay plan in compliance with city council action.
 - f. Coordinating with legal services division all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.
 - g. Administering the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations in coordination with the legal services division.
 - h. Administering unemployment insurance benefits.
 - i. Serving as the administrator of the city personnel policy and collective bargaining agreements.
 - j. Managing city employment programs endorsed by the city council, including workfare, work release and work restitution programs.
 - k. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.
 - l. In conjunction with the legal services division, processing all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.
 - ~~m. Being or assigning to a designee the clerk of the civil service commission for the City and performing such duties as are required of the commission's clerk by law.~~

Sec. 2-614. - Acting human resources manager.

Whenever the human resources manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a human resources manager, the human resources manager or director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the human resources manager.

Secs. 2-6~~1503~~—2-622. - Reserved.

DIVISION 76. - LIAISON LIBRARY AND COMMUNITY CENTER/SENIOR SERVICES SECTION

Sec. 2-623. - Library liaison.

The finance and business operations director shall act as the liaison to the library board of trustees. As part of this liaison relationship, the library director shall provide updates of the library operations to the director of finance and business operations and work with the director of finance and business operations in managing the community center/senior services section.

(Code 2017, § 2-416; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-624. - Community center/senior services section.

- (a) The community center/senior services section of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the community center/senior services section of the department of finance and business operations to provide services and programs for the senior citizens of the city and a location for community gatherings, special events, and group meetings which encourage social, recreational, and business interaction of citizens of the city.
- (c) The section shall have the power to operate and maintain the city community center, in compliance with the operations and programming policy prescribed by the community center and senior services board, the library director, the director of finance and business operations, and the city council.
- (d) The library director shall manage the community center/senior services section and shall be responsible for assigning staff to the library and the community center facilities as deemed necessary.
- (e) The library director shall make an annual report of the activities of this section for each fiscal year and the report shall be filed with the finance and business operations director.
- (f) The library director shall attend the meetings of the community center and senior services board and provide full and complete records of all proceedings.

(Code 2017, § 2-417; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-625—2-651. - Reserved.

ORDINANCE NO. _____

AN ORDINANCE REPEALING ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, IN ITS ENTIRETY, AND ENACTING IN LIEU THEREOF NEW ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

Section 1. Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

ARTICLE V. - DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**DIVISION 1. - GENERALLY**

Sec. 2-473. - Created.

There is hereby established in the city the department of finance and business operations. The administration of the department shall be integrated into and made a part of the regular city administration and shall be coordinated with all other departments.

(Code 2017, § 2-306; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-474. - Duties.

It shall be the duty of the finance and business operations department to provide a full range of support services for all city departments, the city administrator, the mayor and the city council. These services shall include:

- (1) Financial management encompassing accounting, budgeting, payroll, debt management, check issuance, auditing, investment, capital asset management, and completion of required financial reports and records.
- (2) Public records management encompassing the maintenance of official city council minutes, ordinances, resolutions, contracts, deeds, licenses, permits, registry books, assessments, elections, appointments of city officers and public notices.
- (3) Personnel management encompassing the maintenance of employee records, employee salary and benefit administration, employee relations programs, personnel policies, personnel task management accounting, labor relations and the administration of civil service, civil rights and equal opportunity regulations and standards.
- (4) Risk management encompassing the securing of adequate insurance coverage and the provision of safety programs, and workers' compensation administration.
- (5) Information systems encompassing the operation and maintenance of the city's communications systems and mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment provided to individual departments.

- (6) Acting as legal counsel to all city offices, boards and commissions, exclusive of autonomous administrative agencies and boards established by the city council with the authority to retain legal counsel. It is the duty of legal counsel to prepare all ordinances, prosecute all actions which are violations of city ordinances, defend or prosecute all suits and actions brought and pending in any court in the state or United States to which the city is a party, prepare all city contracts, and act as the city legal agent for any bonds or legal instruments when directed by the city council.
- (7) Cable television system encompassing the production of video programming for city government, educational and local origination channels and facilitating playback of video programs on the public access channel.
- (8) Performing as the city purchasing agent.
- (9) Administrative management encompassing the development, coordination and implementation of administrative policies and procedures prescribed by the city administrator, mayor and city council to ensure that all legislative actions are completed by the appropriate department.

(Code 2017, § 2-307; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-475. - Director of finance and business operations—Generally.

- (a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
 - (1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:
 - a. Public records.
 - b. Financial services.
 - c. Legal services.
 - d. Information systems.
 - e. Human resources.

The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.
 - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney, and a human resources manager, and to recommend to the city administrator, city council, and mayor a city clerk as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.

- (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.
- (4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.
- (5) The director shall prepare for the city administrator's consideration a preliminary budget by January 1 of each year for the coming fiscal year.
- (6) The director shall prepare and monitor the city's capital improvements program to ensure that the program offers long-term financial stability, including the issuance of long-term debt. .

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-476. - Director of finance and business operations—Duties relative to boards, commissions and committees.

The director of finance and business operations or designee shall meet with and furnish assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Mayor's budget review committee.
- (2) Utilities board of trustees.
- (3) Health trust fund board of trustees.
- (4) Civil service commission.
- (5) Human rights commission.
- (6) Library board of trustees.
- (7) Community center and senior services board.
- (8) Sartori Memorial Hospital, Inc., board of directors.
- (9) County attorney.
- (10) Northeast Iowa Area Agency on Aging.
- (11) Any applicable federal and state agencies, including, but not limited to, the state civil rights commission, the state department of management, the state auditor, state attorney general, the state public employment relations board, the state public employment retirement system board, the municipal fire and police retirement system board, the state department of revenue, Internal Revenue Service, U.S. Occupational Safety and Health Administration, and the United States Equal Employment Opportunity Commission.

(Code 2017, § 2-309; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-477. - Acting director of finance and business operations.

Whenever the director of finance and business operations is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city

administrator has not appointed a director of finance and business operations, the director of finance and business operations or city administrator shall appoint one of the division heads as the acting director of finance and business operations. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-310; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-478. - Authority of council.

All final authority over the administration and policy of the department of finance and business operations shall be retained and exercised by the city council.

(Code 2017, § 2-311; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-479—2-509. - Reserved.

DIVISION 2. - FINANCIAL SERVICES DIVISION

Sec. 2-510. - Created.

The financial services division of the department of finance and business operations is hereby created.

(Code 2017, § 2-331; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-511. - Duties.

It shall be the duty of the financial services division of the department of finance and business operations to provide a comprehensive financial management program and a full range of personnel services which conforms to federal, state and local regulations.

(Code 2017, § 2-332; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-512. - Controller/city treasurer.

- (a) *Appointment.* A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The controller/city treasurer shall supervise, direct and manage the financial services division. The controller/city treasurer's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the financial services division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.
 - (3) Assigning the personnel of the financial services division as deemed necessary to carry out the functions of the financial services division, and prescribing rules and

regulations for the conduct and management of the division consistent with the department's policies.

- (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
- (5) Providing, in conjunction with the human resources division, a comprehensive personnel management and relations program which has direct correlation to payroll administration.
- (6) Issuing payment on the treasury for all money duly ordered paid therefrom by the council, but the controller/city treasurer shall not draw any such payments except upon the vote of the council. Such payments shall be attested by the required three signatures. The controller/city treasurer shall maintain financial records that account for the check number, date, amount, and payee for each payment issued. The controller/city treasurer shall provide a listing of payments to be approved to the council committee prior to the council meeting. The controller/city treasurer shall also provide a listing of payments made prior to the council meeting as allowed for under the city's purchasing manual.
- (7) Managing the purchasing program for the city, including administering the accounting policies and procedures manual as approved by City Council. The controller/city treasurer or designee shall function as the purchasing agent for all purchases made by the city. All city departments shall furnish the agent with purchase specifications and may attach to their purchase request bids and such other information as they may deem helpful to the purchasing agent. The purchasing agent shall:
 - a. Make no purchases where the amount involved does not exceed \$200.00 without having first secured the approval of the chargeable department head to the proposed purchase. If the approval of a department head cannot be secured, authorization by any two members of the city council shall be sufficient to authorize the proposed purchase by such agent.
 - b. Make an emergency purchase, if deemed necessary by the purchasing agent and the purchase exceeds the sum of \$200.00, however, the agent may make such purchase provided the agent first obtains the approval of any two members of the city council.
 - c. Ensure that all bills covering purchases made by the purchasing agent be subject to final approval or disapproval by the council when submitted for payment.
 - d. Require and file bids on all purchases made for the city by the agent, except in special cases where authorization by the council to purchase without bids has first been secured or where small purchases or emergency purchases are involved.
 - e. Generally award purchases to the lowest responsible bidder. When the lowest bid is not used, the reason therefor shall be plainly noted in detail on the requisition. Purchases shall be consolidated whenever possible in order to foster favorable bids.
 - f. Make a careful check of all bills covering purchases to ascertain that the written approval of the director of the department chargeable with the purchase, and two councilmembers when required, has been duly endorsed thereon, and that the bill has been duly approved by the council.
 - g. Coordinate the investment of idle funds to ensure that the city obtains the most attractive yet financially sound investment benefits available.

h. Coordinate with director on the issuance of long-term debt.

(Code 2017, § 2-333; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-513. - Acting controller/city treasurer.

Whenever the controller/city treasurer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a controller/city treasurer, the controller/city treasurer or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the controller/city treasurer.

(Code 2017, § 2-334; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-514—2-534. - Reserved.

DIVISION 3. - INFORMATION SYSTEMS DIVISION

Sec. 2-535. - Created.

The information systems division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-351; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-536. - Duties.

It shall be the duty of the information systems division of the department of finance and business operations to provide support services to the city administrator, mayor, the city council and all departments in the form of printing, communications and computer services. It shall also produce video programming for Cedar Falls government, educational and local origination channels and to facilitate the playback of video programs on the public access channel.

(Code 2017, § 2-352; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-537. - Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.
 - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.

- (3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
- (4) Providing computer maintenance and operations support to all departments through the city mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment.
- (5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.
- (6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.
- (7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.
- (8) Coordinating the purchase and usage of video production equipment.
- (9) Managing the city's government, educational, local origination and public access channels.
- (10) Coordinating the production of video programs for the government access channel with all city departments.
- (11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.
- (12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
- (13) Maintaining and operating police computer and video systems.
- (14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.
- (15) Coordinating the monitoring of computer networks for security issues, fixing detected vulnerabilities and installing security measures and software to protect systems information infrastructure.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2943, § 1, 6-3-2019)

Sec. 2-538. - Acting information systems manager.

Whenever the information systems manager is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed an information systems manager, the information systems manager or the director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the information systems manager.

(Code 2017, § 2-354; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-539—2-569. - Reserved.

DIVISION 4. - PUBLIC RECORDS DIVISION

Sec. 2-570. - Created.

The public records division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-371; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-571. - Duties.

It shall be the duty of the public records division of the department of finance and business operations to provide a comprehensive management program for all public records which conforms with federal, state and local regulations.

(Code 2017, § 2-372; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-572. - City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. Such appointment shall be in accordance with all statutory civil service procedures and section 2-159. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.
- (b) *Duties.* The city clerk shall supervise, direct and manage the public records division. The city clerk's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the public records division within the parameters of the departmental policy.
 - (2) Making an annual report of the activities of the division to the finance and business operations director.
 - (3) Assigning the personnel of the public records division as deemed necessary to carry out the functions of the public records division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
 - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (5) Functioning as the city clerk for all public records management for the city. The duties of the city clerk and designee shall include:
 - a. Attending all meetings of the council and furnishing the mayor with an abstract of all unfinished business; making an accurate record of the proceedings, rules and ordinances adopted by the council, which shall at all reasonable times be open to the public; issuing all notices of special meetings of the council when called, as provided by law; notifying all committees of their appointment and of the business

referred to them; notifying all officers of their election; and performing such other duties required as may be by law, ordinance or resolution.

- b. Preparing, following a regular or special meeting of the council, a condensed statement of the proceedings of the council, including the total expenditure from each municipal fund, and causing the statement to be published in a newspaper of general circulation in the city. The statement shall include a list of all claims allowed and a summary of all receipts, and the statement shall show the gross amount of the claim.
- c. Maintaining custody of, and keeping in the office, all bylaws, ordinances, records, papers and official documents belonging to the city, proceedings of the council and all returns of assessments and elections and appointments of city officers. The city clerk shall not allow any papers or documents to be taken from the office without consent.
- d. Keeping all ordinances passed by the council. It shall be the special duty of the clerk to see that all ordinances are properly and correctly published in the official paper of the city. Immediately following the record of each ordinance, the clerk shall append a certificate stating therein the time and manner of the publication thereof.
- e. Keeping records of deeds and contracts executed by or in favor of the city.
- f. Keeping a register of all licenses and permits granted by the city as required by law, and filing and preserving in his office all petitions, remonstrances and other papers presented to the council.
- g. Furnishing to any officer or other person requiring the record, paper or document a certified copy of any record, paper or document on file. When such copy is furnished to any person other than a city officer, the clerk shall be entitled to receive the fees as adopted in the annual fee resolution.
- h. Preparing all certificates of assessments for sidewalks, sewers and other public improvements. The clerk shall promptly certify to the county auditor, as provided by law, all assessments and taxes of every kind and nature levied by the council which are required to be so certified.
- i. Procuring all necessary supplies for the use of the council and city officers.
- j. Being clerk of the civil service commission for the city or appointing a designee, and performing such duties as are required of the commission's clerk by law.
- k. Maintaining the official seal of the City.
- l. Being responsible for administration and enforcement of parking regulations.
- m. Supervising the administrative support pool.

(Code 2017, § 2-373; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-573. - Acting city clerk.

Whenever the city clerk is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the finance and business operations director has not appointed a city clerk, the city clerk or finance and business operations director shall appoint a designee who shall have and exercise all the powers and duties of the city clerk.

(Code 2017, § 2-374; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-574. - Parking enforcement and administration section.

- (a) The parking enforcement and administration section of the public records division of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the parking enforcement and administration section of the public records division to provide a full range of parking enforcement and administration services dealing with parking enforcement equipment and other parking facilities, and related parking enforcement provisions.
- (c) The duties of the parking enforcement and administration section shall be as follows:
 - (1) To provide for enforcement and collection of all parking enforcement equipment locations and other parking facilities, and repair of equipment.
 - (2) Subject to the approval of the council, the city clerk shall appoint parking enforcement personnel on a full-time or part-time basis, to be compensated from parking enforcement and administration section funds.
 - (3) To maintain all parking enforcement equipment and other parking facilities and related administration records, and handle all parking receipts and disbursements.
 - (4) To enforce and administer all of the provisions of division 2, parking enforcement districts, equipment, operations and facilities, of article IV, stopping, standing and parking, of chapter 23, traffic and motor vehicles, and any other duties and responsibilities assigned to said section by the director of finance and business operations or the city council.

(Code 2017, § 2-375; Ord. No. 2825, § 1, 6-23-2014; Ord. No. 2944, § 1, 6-17-2019)

Secs. 2-575—2-596. - Reserved.

DIVISION 5. - LEGAL SERVICES DIVISION

Sec. 2-597. - Created.

The legal services division of the department of finance and business operations for the city is hereby created.

(Code 2017, § 2-391; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-598. - Duties.

It shall be the duty of the legal services division of the department of finance and business operations to provide legal counsel to the city and all of its entities.

(Code 2017, § 2-392; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-599. - Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance. Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.
- (b) *Duties.* The city attorney shall supervise, direct and manage the legal services division. The city attorney's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the legal services division within the parameters of the departmental policy.
 - (2) Making an annual report of the activities of the division to the finance and business operations director.
 - (3) Assigning the personnel of the legal services division as deemed necessary to carry out the functions of the legal services division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.
 - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (5) Providing, in conjunction with the human resources division, a comprehensive personnel management and relations program which includes:
 - a. Coordinating with the human resources division regarding all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.
 - b. Coordinating with the human resources division regarding the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations.
 - c. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.
 - d. Coordinating with the human resources division regarding all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.
 - e. Coordinating with the human resources division regarding the administration of city administrative policies, risk management policies, and personnel policies.
 - (6) On or before January 1, after the adjournment of any general assembly, preparing and presenting to the council for passage such ordinances as may be required to amend existing ordinances or to repeal existing ordinances on account of laws enacted by the general assembly, or such ordinances as may be necessary or which the city attorney shall think proper in view of the laws enacted by the general assembly amending existing statutes or creating new statutes applicable to cities.
 - (7) Acting as legal advisor and counsel for the city and all officers of the city, including all boards and commissions of the city, except autonomous administrative boards of trustees; giving his opinion upon questions of law arising out of any matters pertaining to the interests of the city whenever requested by the mayor or council or other officers

of the city; giving legal advice to any of the city officers concerning their official duties when required to do so; and giving legal advice and assistance, as may be required, to all committees of the council and, when requested, giving his opinion in writing, which shall be filed and preserved among the records.

- (8) Prosecuting all suits for violation of the city ordinances, except as otherwise provided.
- (9) Prosecuting or defending all suits and actions to be brought and pending in any court in the state or United States to which the city is a party or in which, in the opinion of the council, the interests of the city are brought into controversy, or in which the official acts of any of its officers, servants or agents are involved, and taking appeals in such cases as the interests of the city require or whenever directed by the council to do so.
- (10) When directed to do so by the council or proper officers of the city, including all boards and commissions of the city except the various utility boards of trustees, preparing drafts for contracts, ordinances, condemnation proceedings and forms of any other legal papers which may be required for the use of the city or its officers in the discharge of their duties.
- (11) Signing the name of the city to papers of whatever kind necessary in legal proceedings for the prosecution of any suit in court, when directed to do so by the council.
- (12) Attending all regular meetings of the council and special meetings thereof when notified to do so; attending meetings of the committees of the council when notified by the chairman to do so; and attending meetings of all boards and commissions of the city, except autonomous administrative boards of trustees, when notified by such boards and commissions.

(Code 2017, § 2-393; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-600. - Appointment and duties of additional city attorneys; employment of associate counsel.

The city attorney may appoint additional attorneys upon approval of the director of finance and business operations and city administrator. The attorneys shall prosecute all actions for violations of city ordinances or assist the city attorney in the prosecution thereof, as well as other duties, as assigned by the city attorney. In any case which may arise, associate counsel shall not be employed at the expense of the city, unless such employment shall be authorized by resolution of the council or the board whose jurisdiction is affected. The director of finance and business operations may hire additional attorneys for special legal representation on a contract basis or hourly basis, based upon existing city administrative policies.

(Code 2017, § 2-394; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-601. - Acting city attorney.

Whenever the city attorney is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a city attorney, the assistant city attorney or other attorney appointed by the city attorney or director of finance and business operations shall serve as designee and exercise all the powers and duties of the city attorney.

(Code 2017, § 2-395; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-602. - Compensation of attorney and assistant attorney; allowance for office expenses.

The salary and allowance for the office expenses of the city attorney and assistant city attorney shall be established annually by resolution by the council.

(Code 2017, § 2-396; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-603—2-610. - Reserved.

DIVISION 6. – HUMAN RESOURCES DIVISION

Sec. 2-611. - Created.

The human resources division of the department of finance and business operations for the city is hereby created.

Sec. 2-612. - Duties.

It shall be the duty of the human resources division of the department of finance and business operations to provide a comprehensive personnel management program and a full range of personnel services which conforms to federal, state and local laws and regulations.

Sec. 2-613. - Appointment, powers and duties of human resources manager.

- (a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The human resources manager shall supervise, direct and manage the human resources division. The human resources manager's duties shall be as follows:
 - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the human resources division within the parameters of the departmental policy.
 - (2) Making an annual report of the activities of the division to the finance and business operations director.
 - (3) Assigning the personnel of the human resources division as deemed necessary to carry out the functions of the human resources division, and prescribing rules and regulations for the conduct and management of the division consistent with the departmental policy.
 - (4) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
 - (5) Providing a comprehensive personnel management and relations program which includes:
 - a. Maintaining official employee evaluation, discipline and employment records.

- b. Administering employee benefit programs, including but not limited to IPERS, FICA, sick leave, vacation, savings program, life insurance, and health insurance benefits.
- c. Coordinating all employment application procedures, including advertising, screening, civil service testing, interviews, department selection and employee orientation.
- d. Coordinating all employee training and education assistance requests.
- e. Maintaining and updating annually the city's official job description and pay plan in compliance with city council action.
- f. Coordinating with legal services division all labor relations, civil service, human rights, equal employment opportunity and workers' compensation hearings, meetings or bargaining sessions.
- g. Administering the city's risk management program by evaluating the city's risk and loss exposure and recommending treatment of such exposure, including, but not limited to, recommending the purchase of insurance to the city council and implementing safety programs and loss control programs which reduce the risk exposures for all municipal operations in coordination with the legal services division.
- h. Administering unemployment insurance benefits.
- i. Serving as the administrator of the city personnel policy and collective bargaining agreements.
- j. Managing city employment programs endorsed by the city council, including workfare, work release and work restitution programs.
- k. Maintaining and updating annually the city's statement of policy on personnel and procedures in compliance with city council action.
- l. In conjunction with the legal services division, processing all employee grievances through the prescribed procedures in the city's statement of policy on personnel and procedures or labor agreements.

Sec. 2-614. - Acting human resources manager.

Whenever the human resources manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of finance and business operations has not appointed a human resources manager, the human resources manager or director of finance and business operations shall appoint a designee who shall have and exercise all the powers and duties of the human resources manager.

Secs. 2-615—2-622. - Reserved.

DIVISION 7. - LIAISON LIBRARY AND COMMUNITY CENTER/SENIOR SERVICES SECTION

Sec. 2-623. - Library liaison.

The finance and business operations director shall act as the liaison to the library board of trustees. As part of this liaison relationship, the library director shall provide updates of the

library operations to the director of finance and business operations and work with the director of finance and business operations in managing the community center/senior services section.

(Code 2017, § 2-416; Ord. No. 2825, § 1, 6-23-2014)

Sec. 2-624. - Community center/senior services section.

- (a) The community center/senior services section of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the community center/senior services section of the department of finance and business operations to provide services and programs for the senior citizens of the city and a location for community gatherings, special events, and group meetings which encourage social, recreational, and business interaction of citizens of the city.
- (c) The section shall have the power to operate and maintain the city community center, in compliance with the operations and programming policy prescribed by the community center and senior services board, the library director, the director of finance and business operations, and the city council.
- (d) The library director shall manage the community center/senior services section and shall be responsible for assigning staff to the library and the community center facilities as deemed necessary.
- (e) The library director shall make an annual report of the activities of this section for each fiscal year and the report shall be filed with the finance and business operations director.
- (f) The library director shall attend the meetings of the community center and senior services board and provide full and complete records of all proceedings.

(Code 2017, § 2-417; Ord. No. 2825, § 1, 6-23-2014)

Secs. 2-625—2-651. - Reserved.

INTRODUCED: _____ July 6, 2020 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk