



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MARCH 02, 2020
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

- [1.](#) Regular Meeting of February 17, 2020.
- [2.](#) Special Meeting of February 20, 2020.

Agenda Revisions

Special Order of Business

- [3.](#) Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Permeable Alley Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published February 21, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff presentation.
 - d) Oral comments.
4. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Permeable Alley Project.
- [5.](#) Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Construction Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published February 21, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff presentation.
 - d) Oral comments.
6. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Street Construction Project.

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.)

- [7.](#) Receive and file a proclamation recognizing March 2, 2020 as Read Across Cedar Falls Day.

8. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Julie Etheredge, Historic Preservation Commission, term ending 03/31/2023.
 - b) Sally Timmer, Historic Preservation Commission, term ending 03/31/2023.
9. Receive and file the City Council Work Session minutes of February 17, 2020 relative to Public Safety Program Update.
10. Approve the following applications for beer permits and liquor licenses:
 - a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
 - b) The Hydrant Firehouse Grill, 2002 College Street, Class C liquor - renewal.
 - c) Double Tap, 312 Main Street, Class C liquor - new.

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.)

11. Resolution approving and authorizing submission of the Iowa Certified Local Government (CLG) 2019 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa.
12. Resolution approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for construction of a hotel at 7200 Nordic Drive.
13. Resolution approving and adopting revised Rules of Procedure for the Board of Adjustment.
14. Resolution approving and authorizing execution of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Iowa's Transportation Alternatives Program (TAP) funding relative to the Lake Street Trail Project.
15. Resolution approving submission of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Surface Transportation Block Grant (STBG) funding relative to the Main Street Reconstruction Project.
16. Resolution approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Daniels Home Improvement, relative to a HOME housing rehabilitation project.
17. Resolution approving and authorizing execution of a Sturgis Falls Celebration Agreement for Use of City Parks and Services with Sturgis Falls Celebration, Inc.
18. Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the University Avenue Reconstruction Project, Phase 3.
19. Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$1,019,447.57, for the 12th Street Reconstruction Project.
20. Resolution approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Temporary Construction Easements, in conjunction with the 12th Street Reconstruction Project.
21. Resolution setting March 16, 2020 as the date of public hearing on a proposal to undertake a public improvement project for the Oak Park Sanitary Sewer Repair Project and to authorize acquisition of private property for said project.

Old Business

22. Repass over Mayor's veto, Resolution #21,893, approving immediate implementation of the Public Safety Program including reorganization of the Public Safety Department. (requires at least five aye votes to override Mayor's veto)

Allow Bills and Payroll

23. Allow Bills and Payroll of March 2, 2020.

City Council Referrals

[24.](#) Refer to the Committee of the Whole a request for a city-sponsored fireworks display.

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, FEBRUARY 17, 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, in the City Hall at Cedar Falls, Iowa, at 7:35 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.
- 52674 - It was moved by Darrah and seconded by Kruse that the minutes of the Regular Meeting of February 3, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52675 - Mayor Green announced that in accordance with the public notice of February 5, 2020, this was the time and place for a public hearing on the proposed FY2021 Budget for the City of Cedar Falls. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52676 - The Mayor then asked if there were any written communications filed to the proposed Budget. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance and Business Operations Director Rodenbeck provided a brief summary of the proposed Budget and Rick Sharp, 1623 Birch Street, commented briefly and had additional questions regarding 411 pensions. There being no one else present wishing to speak about the proposed Budget, the Mayor declared the hearing closed and passed to the next order of business.
- 52677 - It was moved by Darrah and seconded by Miller that Resolution #21,875, approving and adopting the FY2021 Budget for the City of Cedar Falls, be adopted. Following responses by Councilmembers Kruse and Taiber to the previous speaker, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,875 duly passed and adopted.
- 52678 - Mayor Green announced that in accordance with the public notice of February 7, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 12th Street Reconstruction Project. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52679 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Fitch provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor

declared the hearing closed and passed to the next order of business.

52680 - It was moved by Miller and seconded by Kruse that Resolution #21,876, approving and adopting the plans, specifications, form of contract & estimate of cost for the 12th Street Reconstruction Project, be adopted. Following questions by Councilmember Kruse and response by Principal Engineer Fitch, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,876 duly passed and adopted.

52681 - It was moved by Harding 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 February 14, 2020 as the 19th Amendment Centennial Kick-Off Day.

Receive and file a proclamation recognizing February 19, 2020 as Community Main Street Volunteer Appreciation Day.

Receive and file the Committee of the Whole minutes of February 3, 2020 relative to the following items:

- a) FY21 Budget.
- b) Bills & Payroll.

Receive and file the City Council Work Session minutes of February 3, 2020 relative to Northern Cedar Falls Drainage Study.

Receive and file the Administration Committee minutes of February 5, 2020 relative to a hearing to consider the appeal of an employee grievance denial.

Receive and file a Petition Requesting Special Election to fill a vacancy in the office of Council Member At Large.

Approve the following applications for liquor licenses:

- a) College Square Cinema, 6301 University Avenue, Special Class C liquor - renewal.
- b) Chad's Pizza and Restaurant, 909 West 23rd Street, Class C liquor & outdoor service - renewal.
- c) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- d) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - change in ownership.

Motion carried unanimously.

52682 - It was moved by Darrah and seconded by deBuhr to receive and file the 2019 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee. Following annual report highlights by Cedar Falls Bicycle and

Pedestrian Advisory Committee representative Andrew Shroll, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

52683 - It was moved by Kruse and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #21,877, levying a final assessment for costs incurred by the City to clean up the property located at 1704 Parker Street.

Resolution #21,878, levying a final assessment for costs incurred by the City to clean up the property located at 804-804 1/2 Seerley Boulevard.

Resolution #21,879, approving six occupancy permits prior to the acceptance of public improvements in Prairie Winds 4th Addition, as recommended by city staff.

Resolution #21,880, approving a Claim for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,881, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with The Cedar Falls Gospel Hall Association relative to a post-construction storm water management plan for Lot 367 in S.A. Bishop's Replat of a part of Pacific Addition.

Resolution #21,882, approving and accepting the contract and bond of K. Cunningham Construction Company, Inc., relative to the Downtown Streetscape and Reconstruction Project.

Resolution #21,883, approving and authorizing execution of a Professional Service Agreement with Terracon Consultants, Inc. to complete an Iowa DNR Tier 1 Report, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,884, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Terracon Consultants, Inc. for an extension of the 2019 Construction Testing Services through the 2021 construction season.

Resolution #21,885, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2020 Bridge Inspection Project.

Resolution #21,886, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the West 27th Street Corridor Study-Hudson Road to Union Road.

Resolution #21,887, receiving and filing, and setting March 2, 2020 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2020 Permeable Alley Project.

Resolution #21,888, receiving and filing, and setting March 2, 2020 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Construction 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, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #21,877 through #21,888 duly passed and adopted.

52684 - It was moved by Miller and seconded by Harding that Resolution #21,889, calling for a Special Election to fill the vacancy for the office of City Council At Large, be adopted. Following questions by Councilmembers Miller and deBuhr and responses by City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,889 duly passed and adopted.

52685 - It was moved by Darrah and seconded by Miller that Resolution #21,890, approving and adopting the FY2021 City Council Goals & Objectives, be adopted. Councilmember Sires commented briefly.

Councilmember Harding then motioned to remove the Public Safety Officer section. Following comments by Mayor Green, Councilmember Harding withdrew his motion.

The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Taiber. Nay: Harding, Sires. Motion carried 5-2. The Mayor then declared Resolution #21,890 duly passed and adopted.

52686 - It was moved by deBuhr and seconded by Taiber that Resolution #21,891, approving and authorizing execution of a Consolidated Public Safety Communications 28E Agreement with participating government agencies in Black Hawk County relative to providing consolidated dispatch and communications services, be adopted. Following questions by Councilmembers deBuhr, Kruse and Taiber and responses by Public Safety Services Director Olson, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,891 duly passed and adopted.

52687 - It was moved by Darrah and seconded by Miller that Resolution #21,892, approving and authorizing execution of an Agreement with River Place Properties, LC relative to conveyance of certain real estate back to the City, be adopted. Following a question by Councilmember Sires and responses by Community Development Director Sheetz and Developer Mark Kittrell, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires,

Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,892 duly passed and adopted.

- 52688 - It was moved by Kruse and seconded by Miller that the bills and payroll of February 17, 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, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
- 52689 - It was moved by Miller and seconded by Darrah to refer to the Committee of the Whole, on behalf of Community Main Street, a request to discuss eliminating Downtown area parking enforcement on Saturdays. The motion carried unanimously.
- 52690 - Councilmember Darrah thanked Carol Lilly for her work as the Community Main Street Director.
- 52691 - Northern Iowa Student Government Liaison Rebecca Aberle announced upcoming events happening at the University of Northern Iowa.
- 52692 - Rick Sharp, 1623 Birch Street, commented on the right to vote, fireworks on July 4th and pension benefits. Mayor Green responded after an additional fireworks question by Councilmember Kruse.

LeaAnn Saul, 1825 West Greenhill Road, had questions and comments on rental of City facilities to political parties and expressed disappointment in the vote during the City Council Work Session on February 17, 2020. City Attorney Rogers and Mayor Green responded to questions by Ms. Saul and an additional question by Councilmember Kruse regarding the practice of not renting City facilities to political parties.

Thomas (T.J.) Frein, 1319 Austin Way, had questions on the Calls for Service statistics and expressed his displeasure with the upcoming Special Council Meeting on February 20, 2020.

- 52693 - It was moved by Kruse and seconded by Darrah that the meeting be adjourned at 8:18 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

**CITY HALL
CEDAR FALLS, IOWA, FEBRUARY 20, 2020
SPECIAL MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Special Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 6:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via phone), Harding, Darrah, Sires, Taiber. Absent: None.

- 52694 - It was moved by deBuhr and seconded by Miller that Resolution #21,893, approving immediate implementation of the Public Safety Program including reorganization of the Public Safety Department, be adopted. Public Safety Services Director Olson responded to questions and comments by Councilmembers Harding, Sires, Taiber, Miller, Darrah and deBuhr.

Following a presentation by Public Safety Services Director Olson, it was moved by Miller and seconded by Darrah to allow questions and comments by Councilmembers after public speaker comments. Motion carried unanimously.

Councilmembers and city staff responded to questions and comments by the following individuals throughout public comment.

The following individuals spoke in opposition to the immediate implementation:

Daniel Trelka, 173 Graceline Boulevard, Waterloo
 Jeremy and Tracy Sulentic, 1008 Rocklyn Street
 Emily Thode, 1710 Iowa Street
 Greg Saul, 1825 West Greenhill Road
 Amy Miller, 1922 Pin Oak Drive
 Thomas (T.J.) Frein, 1319 Austin Way
 Jeremy Sulentic, 1008 Rocklyn Street
 Penny Popp, 4805 South Main Street
 Linda Minikus, 1626 West Lone Tree Road
 Richard Hinz, 1219 Western Avenue
 Brandon Pflanzner, 613 Charismatic Lane, Iowa City (representing the Iowa Professional Firefighters Association)
 Marybeth Boelts, 610 West 6th Street
 Whitney Smith, 2904 Neola Street
 Dale Ohl, 3609 Clearview Drive
 Sam Brown, 19 Riverview Drive NE, Iowa City
 Sharon Regenold, 108 Lilliput Lane
 Art Lupkes, 3227 Midway Drive
 Nancy Moeller, 1029 Barrington Drive
 Rich Boesen, 3219 Midway Drive
 Troy Winters, 1517 West 12th Street
 Sheri Purdy, 134 Margene Court, Raymond
 Cathy Pingel, 311 Angie Drive
 Amanda Peyton, 1118 Rocky Ridge Road

The following individuals spoke in support of the immediate implementation:

Jason Mehmen, 1107 Eagle Ridge Road

Kelly Dunn, 915 Royal Drive

Jenny Leeper, 1304 Washington Street

Natalie Lang, 2116 South Oak Avenue

Paula Fischels, 1327 Lake Ridge Drive

Rick Sharp, 1623 Birch Street, commented on the role of the mayor.

Shawn Frederiksen, 1109 Columbine Drive, spoke about a lack of teamwork.

The Mayor announced a short recess from 8:05 P.M. to 8:15 P.M. and continued with public comment and discussion upon reconvening.

Following additional questions and comments by City Councilmembers, and responses by Director Olson, it was moved by Taiber and seconded by Darrah to amend the motion to add establishment of a continuous improvement panel or taskforce to explore issues through this reorganization process. Upon further clarification and a statement by Mayor Green, the motion to amend was withdrawn by Councilmember Taiber.

The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Taiber. Nay: Harding, Sires. Motion carried. The Mayor then declared Resolution #21,893 duly passed and adopted.

It was then moved by Miller and seconded by Kruse to refer to city staff creation of a taskforce to address issues during implementation of reorganization. The motion carried 5-2, with Harding and Sires voting nay.

52695 - It was moved by Kruse and seconded by Miller that the meeting be adjourned at 9:50 P.M. Motion carried unanimously.

Lisa Roeding, Controller/City Treasurer

**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: Jon Fitch, Principal Engineer, PE

DATE: February 26, 2020

SUBJECT: 2020 Permeable Alley Project
Project No. RC-000-3225
Public Hearing

This project involves the installation of two full permeable alleys. Work shall include a combination of excavation and backfill of the alley areas; removal of driveway and sidewalk; subdrain; removal and replacement of PCC curb & gutter; placement of storage and filter aggregate; permeable interlocking clay brick paver installation, seeding, and concrete or gravel driveway replacement.

The alleys are prioritized based on a number of factors: Operation & Maintenance priority, age, trash pickup, active public concern, slope, drainage area and proximity to existing storm sewer infrastructure.

The total estimated cost for the construction of this project is \$229,100.00. The project will be funded by Street Construction Fund (SCF) and Storm Water Bond (STB) funding sources.

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, City Engineer
Chase Schrage, Director of Public Works

**2020 PERMEABLE ALLEY PROJECT
CITY PROJECT NO. ST-000-3225
PAVERS / P.C.C. PAVING / STORM SEWER
PRELIMINARY ESTIMATE OF COST & QUANTITIES**

ITEM NO.	ITEM DESCRIPTION	22ND - SEERLEY & TREMONT - FRANKLIN	4TH - 5TH & IOWA - TREMONT	TOTAL ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	TOPSOIL, FURNISH & SPREAD	50	30	80	C.Y.	\$50.00	\$3,800.00
2	EXCAVATION, CLASS 10, ROADWAY WASTE	411	178	589	C.Y.	\$18.00	\$10,100.00
3	MODIFIED SUBBASE 12"	36	0	36	S.Y.	\$20.00	\$700.00
4	SUBDRAIN CLEANOUT, TYPE A-1, 6"	2	2	4	EACH	\$600.00	\$2,300.00
5	VALVE EXTENSION	1	1	2	EACH	\$250.00	\$500.00
6	CURB & GUTTER, 7" P.C.C., 2.5' WIDE	24	48	72	L.F.	\$50.00	\$3,500.00
7	REMOVAL OF DRIVEWAY	39	86	125	S.Y.	\$10.00	\$1,200.00
8	REMOVAL OF SIDEWALK	39	49	88	S.Y.	\$10.00	\$900.00
9	SIDEWALK, 6" P.C.C.	39	49	88	S.Y.	\$90.00	\$7,600.00
10	DRIVEWAY, 6" P.C.C.	148	141	289	S.Y.	\$80.00	\$22,000.00
11	DRIVEWAY, GRANULAR, 1" ROADSTONE	15	18	33	S.Y.	\$10.00	\$400.00
12	PATCH, COMPOSITE HMA / P.C.C.	27	0	27	S.Y.	\$500.00	\$12,700.00
13	REMOVAL OF CURB & GUTTER	24	48	72	L.F.	\$10.00	\$700.00
14	ENGINEERING FABRIC	931	416	1,347	S.Y.	\$5.00	\$6,400.00
15	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE S	658	296	954	L.F.	\$13.00	\$11,800.00
16	STORAGE AGGREGATE, 8"	798	357	1,155	S.Y.	\$15.00	\$16,500.00
17	FILTER AGGREGATE, 4"	798	357	1,155	S.Y.	\$10.00	\$11,000.00
18	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	2,362	1,031	3,393	S.F.	\$12.00	\$38,700.00
19	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	536	241	777	S.Y.	\$55.00	\$40,600.00
20	TRAFFIC CONTROL	1	1	1	L.S.	\$5,000.00	\$4,800.00
21	HYDRAULIC SEEDING	2,650	1,610	4,260	S.F.	\$2.00	\$8,100.00
22	WATTLE, STRAW, 9"	1,254	616	1,870	L.F.	\$6.00	\$10,700.00
23	INLET PROTECTION DEVICE	1	8	9	EACH	\$230.00	\$2,000.00
24	INLET PROTECTION DEVICE, MAINTENANCE	1	8	9	EACH	\$125.00	\$1,100.00
25	MOBILIZATION	1	1	1	EACH	\$11,000.00	\$11,000.00

22nd - SEERLEY & TREMONT - FRANKLIN ESTIMATED COST:	\$149,950.00
4th - 5th & IOWA - TREMONT ESTIMATED COST:	\$79,150.00
TOTAL PRELIMINARY ESTIMATE OF COST TOTAL:	<u>\$229,100.00</u>



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: Jon Fitch, Principal Engineer, PE

DATE: February 26, 2020

SUBJECT: 2020 Street Construction Project
 Project No. RC-000-3185
 Public Hearing

This project involves the construction of portions of eleven (11) City streets totaling 2.74 miles.

Lilac Lane – McClain Dr to Rownd St
 Clearview Drive – Primrose Dr to Orchard Dr
 Madison Street – Valley Park Dr to Waterloo Rd
 11th Street – Division St to College St
 Carlton Drive – Lilac Lane to Maplewood Dr
 Chateau Court – 4th St south to cul-de-sac
 26th Street – Iowa St to Tremont St
 Holmes Drive – 4th St south to Holmes Elementary
 Seerley Blvd – Valley Park Dr to Melrose Dr
 Ashland Avenue – Acorn Lane to Pin Oak Dr
 N. Union Road – 1st St to North City Limits

Work will include 10,550 SY removal and replacement of the existing pavement; 14,680 SY removal of HMA surfacing and milling; 5,340 ton HMA overlays; 2,590 LF of PCC Curb and Gutter; subgrade preparation; 3,432 LF of various sized storm sewer; 23 new storm sewer intakes; 1,250 LF of sanitary sewer replacement; sanitary sewer services; 2,340 LF of 4" 6" and 8" water main relocation; 6,120 LF of subdrain installation; replacement of driveway approaches and pedestrian ramps. In addition, the project requires intake modifications; 14,135 SY of 5" cold-in-place recycled asphalt pavement; granular shouldering; pipe lining; placement of revetment stone; installation of signage and associated posts and striping.

The total estimated cost for the construction of this project is \$3,476,320.00. The project will be funded by Local Option Sales Tax, Street Construction Fund, GO 2020, Sanitary Sewer Rental Fund and Cedar Falls Utilities funding sources.

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, City Engineer
 Chase Schrage, Director of Public Works

**2020 STREET CONSTRUCTION PROJECT
P.C.C. PAVING / SUBDRAINAGE
CITY PROJECT NO. RC - 000 - 3185
FINAL ESTIMATE OF COSTS AND QUANTITIES
FEBRUARY 10, 2020**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	REMOVAL OF PAVEMENT	S.Y.	10564	\$5.00	\$50,180.00
2	REMOVAL OF A.C.C. SURFACING	S.Y.	9029	\$4.00	\$34,320.00
3	REMOVAL OF A.C.C. SURFACING (MILLING)	S.Y.	5648	\$5.25	\$28,170.00
4	REMOVAL OF P.C.C./A.C.C. SURFACE (TAPER MILLING)	S.Y.	1988	\$36.50	\$68,950.00
5	REMOVAL OF CURB	L.F.	2545	\$10.50	\$25,390.00
6	REMOVAL OF DRIVEWAY	S.Y.	1628	\$5.00	\$7,740.00
7	REMOVAL OF SIDEWALK	S.Y.	98	\$8.50	\$800.00
8	REMOVALS AS PER PLAN	UNITS	71.75	\$500.00	\$34,090.00
9	SAW CUTTING FOR REMOVALS	L.F.	3844	\$6.00	\$21,920.00
10	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	4040	\$11.00	\$42,220.00
11	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	404	\$11.00	\$4,220.00
12	EXCAVATION, CLASS 12, BOULDERS	C.Y.	25	\$30.00	\$720.00
13	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	10564	\$50.00	\$501,790.00
14	HMA, (ST), SURF., 1/2", PG58-28S	TON	3890	\$120.00	\$443,410.00
15	HMA, (ST), BASE, 3/4", PG58-28S	TON	1448	\$120.00	\$165,020.00
16	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	2240	\$25.00	\$53,200.00
17	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	43	\$33.00	\$1,350.00
18	CURB, PCC 8 IN. 5.0 FT WIDTH, TYPE "C" CLASS III	L.F.	305	\$35.00	\$10,150.00
19	COMPACTION OF SUBGRADE	STA.	26	\$300.00	\$7,360.00
20	GEOGRID	S.Y.	10309	\$3.50	\$34,280.00
21	MODIFIED SUBBASE, 12 IN.	S.Y.	13448	\$14.00	\$178,870.00
22	SURFACING, 1-INCH ROADSTONE	TONS	30	\$30.00	\$860.00
23	TOPSOIL, FURNISH & SPREAD	C.Y.	922	\$25.00	\$21,900.00
24	SOD, PROVIDE AND PLACE	S.F.	47300	\$0.75	\$33,710.00
25	HYDRAULIC SEEDING	S.F.	1000	\$0.60	\$570.00
26	WATERING SOD	M-GAL	60	\$200.00	\$11,400.00
27	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	1552	\$50.00	\$73,740.00
28	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	574	\$45.00	\$24,530.00
29	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	88	\$60.00	\$5,040.00
30	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	38	\$50.00	\$1,810.00
31	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	50	\$300.00	\$14,250.00
32	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	50	\$200.00	\$9,500.00
33	INTAKE, SW-507	EACH	2	\$5,600.00	\$10,640.00
34	INTAKE, SW-509	EACH	1	\$6,000.00	\$5,700.00
35	INTAKE, TYPE B	EACH	2	\$4,500.00	\$8,550.00
36	INTAKE, TYPE D	EACH	18	\$5,500.00	\$94,050.00
37	INTAKE, TYPE C TOP & INSERT	EACH	4	\$2,000.00	\$7,600.00
38	INTAKE, TYPE E TOP & INSERT	EACH	1	\$6,000.00	\$5,700.00
39	INTAKE, SINGLE FLAT INSERT	EACH	1	\$1,500.00	\$1,430.00
40	INTAKE, DOUBLE FLAT INSERT	EACH	1	\$2,500.00	\$2,380.00
41	INTAKE, TYPE B INSERT	EACH	4	\$2,000.00	\$7,600.00
42	INTAKE, TYPE D INSERT	EACH	1	\$3,000.00	\$2,850.00
43	MANHOLE, ADJUSTMENT, MINOR	EACH	16	\$1,000.00	\$15,200.00
44	MANHOLE, STORM SEWER, SW-401	EACH	2	\$4,250.00	\$8,080.00
45	MANHOLE, SANITARY SEWER, SW-301	EACH	4	\$6,000.00	\$22,800.00
46	SEWER, STORM, 15 IN. HDPE	L.F.	2190	\$55.00	\$114,430.00
47	SEWER, STORM, 15 IN. RCP, 2000D	L.F.	84	\$58.00	\$4,630.00
48	SEWER, STORM, 18 IN. HDPE	L.F.	406	\$60.00	\$23,150.00
49	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	32	\$65.00	\$1,980.00
50	SEWER, STORM, 24 IN. HDPE	L.F.	652	\$70.00	\$43,360.00
51	SEWER, STORM, 24 IN. R.C.P. 2000D	L.F.	58	\$100.00	\$5,510.00
52	SEWER, STORM, 30 IN. HDPE	L.F.	10	\$100.00	\$950.00
53	GRANULAR SHOULDERING, TYPE A	TONS	942	\$35.00	\$31,330.00
54	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2	\$700.00	\$1,330.00
55	GRANULAR BACKFILL	TONS	1600	\$25.00	\$38,000.00
56	SUBDRAIN, PERFORATED, 6 IN.	L.F.	6119	\$12.00	\$69,760.00
57	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	23	\$400.00	\$8,740.00
58	SUBDRAIN, SUMP PUMP TAP	EACH	81	\$400.00	\$30,780.00
59	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	30	\$25.00	\$720.00
60	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	28	\$500.00	\$13,300.00
61	TRAFFIC CONTROL	L.S.	1	\$125,000.00	\$118,750.00
62	FLAGGERS	DAYS	10	\$1,000.00	\$9,500.00
63	VALVE ADJUSTMENT	EACH	10	\$300.00	\$2,850.00
64	SPRINKLER HEADS, REMOVE & PLUG	EACH	5	\$150.00	\$720.00
65	PAVEMENT MARKINGS, PAINTED	STA.	199	\$40.00	\$7,550.00
66	PAVEMENT MARKINGS, PAINTED SYMBOLS	EACH	5	\$75.00	\$360.00
67	INTAKE WELL, SEDIMENT FILTER	EACH	21	\$250.00	\$4,990.00
68	INTAKE, SEDIMENT FILTER	L.F.	396	\$15.00	\$5,650.00
69	CLEANING OF SEDIMENT FILTER BASINS	EACH	21	\$200.00	\$3,990.00
70	SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	EACH	15	\$175.00	\$2,500.00
71	RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	15	\$40.00	\$570.00
72	TYPE A SIGNS, ALUMINUM	EACH	15	\$125.00	\$1,790.00
73	STREET SWEEPING	HRS.	31	\$200.00	\$5,890.00
74	BASE, CLEANING AND PREPARATION	S.Y.	31842	\$1.25	\$37,820.00
75	SEWER, SANITARY, 12" TRUSS PIPE	L.F.	1254	\$70.00	\$83,400.00
76	SEWER SERVICES SANITARY, 4" SDR 23.5	L.F.	440	\$100.00	\$41,800.00
77	PIPE, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	40	\$60.00	\$2,280.00
78	PIPE, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20	\$65.00	\$1,240.00
79	PIPE 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2280	\$70.00	\$151,620.00
80	BEND, 4" MJ 90°	EACH	6	\$250.00	\$1,430.00
81	BEND, 6" MJ 90°	EACH	4	\$300.00	\$1,140.00
82	BEND, 8" MJ 90°	EACH	2	\$350.00	\$670.00
83	TEE, 8" X 6" MJ	EACH	2	\$500.00	\$950.00
84	TEE, 8" X 8" MJ	EACH	1	\$525.00	\$500.00
85	TEE, 6" X 6" MJ X SW	EACH	1	\$550.00	\$530.00
86	TEE, 8" X 6" MJ X SW	EACH	6	\$450.00	\$2,570.00
87	CROSS, 6" X 6" MJ X MJ	EACH	1	\$500.00	\$480.00
88	CROSS, 8" X 8" MJ X MJ	EACH	1	\$550.00	\$530.00
89	REDUCER, 6" X 4" MJ X PE	EACH	1	\$375.00	\$360.00
90	REDUCER, 8" X 4" MJ X PE	EACH	3	\$425.00	\$1,220.00
91	REDUCER, 8" X 6" MJ X PE	EACH	1	\$425.00	\$410.00
92	SLEEVE, 4" X 12" SOLID	EACH	1	\$325.00	\$310.00
93	SLEEVE, 6" X 12" SOLID	EACH	1	\$350.00	\$340.00
94	SLEEVE, 8" X 12" SOLID	EACH	1	\$425.00	\$410.00
95	VALVE, 6" MJ GATE W/ BOX	EACH	1	\$2,000.00	\$1,900.00
96	VALVE, 8" MJ GATE W/ BOX	EACH	7	\$2,200.00	\$14,630.00
97	CAP, 4" MJ	EACH	4	\$175.00	\$670.00
98	CAP, 6" MJ	EACH	3	\$200.00	\$570.00
99	HYDRANT ASSEMBLY	EACH	7	\$5,200.00	\$34,580.00
100	REMOVE HYDRANT ASSEMBLY	EACH	5	\$1,400.00	\$6,650.00
101	MECHANICAL JOINT RESTRAINT, 4"	EACH	15	\$150.00	\$2,140.00
102	MECHANICAL JOINT RESTRAINT, 6"	EACH	11	\$200.00	\$2,090.00
103	MECHANICAL JOINT RESTRAINT, 8"	EACH	24	\$225.00	\$5,130.00
104	JOINT RESTRAINT GASKET, 4"	EACH	1	\$200.00	\$190.00
105	JOINT RESTRAINT GASKET, 6"	EACH	4	\$225.00	\$860.00
106	JOINT RESTRAINT GASKET, 8"	EACH	19	\$275.00	\$4,970.00
107	SERVICE SHORTSIDE, 3/4"	EACH	21	\$1,750.00	\$34,920.00
108	SERVICE, LONGSIDE, 3/4"	EACH	20	\$2,000.00	\$38,000.00
109	6" NITRILE GASKETS	EACH	3	\$150.00	\$430.00
110	8" NITRILE GASKETS	EACH	68	\$175.00	\$11,310.00
111	CASTING/CHIMNEY REPLACEMENT PCC MANHOLE IN PAVEMENT	EACH	12	\$3,500.00	\$39,900.00
112	FOAMED ASPHALT BINDER 52-34S	TON	78	\$550.00	\$40,760.00
113	COLD-IN-PLACE RECYCLED ASPHALT PAVEMENT, 5"	S.Y.	14134	\$5.00	\$67,140.00
114	APRON, CONCRETE 30" (TYPE 2)	EACH	2	\$1,800.00	\$3,420.00
115	REVTMENT STONE, CLASS "E"	TONS	20	\$50.00	\$950.00
116	PIPE LINING, 30" RCP STORM SEWER	L.S.	1	\$10,000.00	\$9,500.00
117	3000 LB. PCC MIX	C.Y.	15	\$180.00	\$2,480.00
118	MOBILIZATION	L.S.	1	\$166,000.00	\$166,000.00
TOTAL STREET RECONSTRUCTION					\$2,962,390.00
TOTAL SANITARY WORK					\$187,900.00
TOTAL WATER MAIN REPLACEMENT					\$326,030.00
TOTAL PROJECT ESTIMATE					\$3,476,320.00



MAYOR ROBERT M. GREEN

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

READ ACROSS CEDAR FALLS DAY PROCLAMATION

MARCH 2, 2020

WHEREAS, each year National Read Across America Day is celebrated on March 2nd, the birthday of the beloved late Dr. Seuss; and

WHEREAS, this annual event is part of Read Across America, an initiative by the National Education Association to promote reading for pleasure; and

WHEREAS, this motivational and awareness day calls all children and youth to celebrate reading in every community across the United States; and

WHEREAS, the Cedar Falls Public Library, local school libraries and book stores are a treasure trove of adventures, knowledge and inspiration through the written word; and

WHEREAS, children will benefit from the example of seeing their parents, guardians and other adults actively engaged in reading;

THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim Monday, March 2, 2020 as Read Across Cedar Falls Day throughout the city and encourage all residents to celebrate literacy and the written word by visiting the Cedar Falls Public Library, school library or bookstore, selecting a great book, and by developing and passing along a love of reading to the next generation.

Signed this 26th day of February 2020.





 Mayor Robert M. Green



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
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ITEM 8.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: February 28, 2020
SUBJECT: Appointment/Reappointment of Historic Preservation Commission Members
REF: Code of Ordinances, City of Cedar Falls §2-343: Historic Preservation Commission

1. In accordance with reference (a), I am recommending the following individuals for appointment and reappointment to the Cedar Falls Historic Preservation Commission for a term of three years.
 - a. Julie Etheredge (Reappointment) – term ends 3/31/2023
 - b. Sally Timmer (Appointment to replace Meridith Main) – term ends 3/21/2023
2. I have reviewed the applications and credentials of the above applicants, and believe they possess the “positive interest in historic preservation, possessing interest or expertise in architecture, architectural history, historic preservation, city planning, building rehabilitation, conservation in general or real estate” as is required by reference (a).

#

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

The City of Cedar Falls appreciates your interest in serving the community and welcomes your application. Please complete all sections of this application. If you have any questions, please contact City Hall at (319) 273-8600. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Sally G Timmer Gender: F Date: 1/16/20
First MI Last

Home Address: 203 Tremont St. Phone: _____

Work Address: 2101 Kimball Ave. Ste. 136, Waterloo 50702 Phone: 319-272-2087

Email Address: sallykleisstimmer@gmail.com Cell: 319-269-1870

Employer: Volunteer Center of Cedar Valley Position/Occupation: PSVP Coordinator

If Cedar Falls resident, length of residency: 10 years Ward: 1

NOMINEE FOR: Historic Preservation Commission Board/Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)

Community Main St. Design Committee Member 2017 - present

Cedar Valley Senior Connections member ^{since 2013} Vice President 2017, President 2018 Executive Committee 2019

Lost Initiative of Black Hawk County committee member 2018 - 2019

Dementia Friendly Waterloo Member 2018-2019 Northeast IA Area Agency on Aging Advisory Council 2018 - present

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.

Currently working to get my house listed on the National Register of Historic Places.

List reasons why you would like to be appointed and what contributions you believe you can make.

I value keeping the integrity of our local historical architecture that we do have left intact. I am a resident of the Overman Park District and live in a historic home. I can contribute the knowledge that I have learned from owning and rehabilitating our historic home.

Are you aware of any conflict of interest, or potential conflict of interest, that may prevent you from carrying out your responsibilities on this Board/Commission in the best interest of the City of Cedar Falls? If so, please describe.

No

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

February 17, 2020

The City Council held a special work session in the City Hall Council Chambers at 5:00 p.m. on February 17, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires (arrived at 5:03 pm). Staff members attended from all City Departments. Andrew Wind from the *Waterloo Courier* attended, as well as members of the community.

Mayor Green introduced the only item on the agenda, Public Safety Program Update. Mayor Green read an opening statement regarding tonight's work session. Jeff Olson Director of Public Safety Services reviewed calls for service for both fire and police operations and how they compare to the regional and national calls for service. He stated the Public Safety Program was reviewed and discussed at the past Council Goal Setting in December. He then reviewed the history of the alternative staffing leading up to the Public Safety Officers job class. He stated they received resistance at first from both collective bargaining groups; however in 2014 city staff received a letter from the Teamsters Union to create a Public Safety Officer Job class. Director Olson stated in 2016 all new hires were to be Public Safety Officers, rather than a police officer or a firefighter. He explained this combination position allowed for employees to be assigned to a 24-hour shift in fire operations, which started in 2019.

Director Olson reviewed other fire operation models throughout the United States and Iowa. He explained city staff and some council members visited Kalamazoo, MI, a public safety model city. He said they received similar resistance through the transition process, but they are now 100% a public safety model. Director Olson reviewed the current staffing levels; he stated they currently have 60 employees who can report to police operations and 67 employees who can report to fire operations; 53 employees are Public Safety Officers.

Director Olson explained the compressed air foam (CAF) system which has aided to the public safety employee's response to a fire incident. Two separate videos were played to demonstrate the CAF system. Director Olson stated the second video shows what can happen when the Public Safety Department works together as a team to take immediate action to mitigate a fire. A brief discussion was held about the CAF system.

Director Olson proceeded on with the current hiring standards for a Public Safety Officer. He stated the Cooper Physical Agility Test is used and is similar to military testing and to what the City of Ames uses. He explained the prior Candidate Physical Agility Test (CPAT) a firefighter candidate took has been considered discriminatory; this is why they have gone with the Cooper Physical Agility Test. He stated the Cooper test is an entry level test and a current Public Safety employee is not required to take this physical agility test again after passing it upon hire. Director Olson stated new employees have various police training they are to complete within the first year of their employment. He explained a new hire has three years to complete and pass all of the required fire training. He explained a new employee is given the tools to succeed, throughout the different training phases. Council asked questions with regards to the

fire training. Director Olson said there are five different modules and they must take a written test and pass, and also pass a skills test, both administered by the State of Iowa. He explained they have a large monthly training event for all fire operations employees and each Public Safety Officer will have a specific monthly checklist for their own training needs.

Director Olson explained their Public Safety staffing has increased the number of personnel responding to police and fire calls. Stating before the Public Safety program, there may be 7-8 personnel responding to a fire call, and since implementation there is anywhere from 12-23 personnel responding. He reviewed the advantages and efficiencies gained by the Public Safety model; stating Public Safety staff is able to work on police duties during downtime, which is efficient use of the employees. Director Olson explained the ISO rating process and in the past we reported the number of personnel responding as the minimum staffing of six employees and now we can look at the Public Safety employees average hours worked, less vacation and other benefit hours, this shows an increase to 15 employees for 2019. He stated the City of Cedar Falls' ISO rating is a three, which is in the top 3.5% in Iowa. A brief discussion was held. Director Olson reviewed the ISO visit and the information they gather, which goes into their rating. He stated Cedar Falls Utilities and Black Hawk County Dispatch supply information in addition to the City's. He stated the City of Waterloo has an ISO rating of two.

Director Olson reviewed testimonials they received from residents, stating seeing the program in action made them believers of the Public Safety model. He reviewed six fire calls from 2019 and reported the number of firefighters and PSO's who reported to the calls. They had as many as 23 personnel reporting to two of the fire calls. Director Olson reviewed three different Public Safety Department organizational charts. He recapped the advantages of the program. Director Olson reviewed three Public Safety model options:

1. Full implementation of Public Safety Model; allows for more responding at less cost and more efficient use of employees (down time).
2. Modify Public Safety Model.
3. Return to separate police and fire; significantly less responders or more costs.

Mayor Green opened it up for questions from the Council. Councilmember Harding commented on the concerns he has heard; retention of training knowledge and budgetary increases, cited a meeting with a panel of experts to review the Public Safety program is needed. Director Olson stated the monthly checklist which has been implemented has made improvements on training retention. Councilmember Taiber asked about incorporating the CPAT after 1-year on the job. Director Olson stated the current Cooper Physical Agility test has worked well for a new hire and currently there is not a physical test after hiring. Councilmember Harding stated there should be a meeting with fire personnel to gather their views. Director Olson stated they have tried to meet with the fire union to discuss the Public Safety program, but they canceled a meeting that was set up with Public Employment Relations Board (PERB). Councilmember Kruse commented the cross-training better utilizes the fire operations employee since the Public Safety Officers can work on police duties during their

downtime. Councilmember Miller commented the fire union is unwilling to work with the program and the remaining staff deserves the credit for carrying through with the Public Safety program. Councilmember Sires stated we should hire fire personnel who graduate from the Hawkeye Community College program and have 15 core firefighters. Councilmember Harding motioned to have a work session for discussion with a panel of experts to hear from both sides. Councilmember Darrah seconded the motion. Councilmember Darrah stated there have been no positive suggestions that have come forward from the fire union personnel. Councilmember Taiber stated we have professional staff here at the City and we implemented the program to use our resources efficiently. Councilmember Kruse commented we have heard from the fire union through the grievance process, not through positive suggestions regarding the Public Safety program. He said we have adjusted and implemented changes with regards to training.

Mayor Green reviewed a slide which outlines a plan to fully vet the Public Safety Program through six work sessions over the next 18-months. He said this would also include an anonymous employee survey completed at an estimated cost of \$2,000. Mayor called for the vote on the motion. Motion failed. (Aye: Darrah, Harding, Sires; Nay: deBuhr, Kruse, Miller, Taiber) Councilmember Miller motioned to a full implementation of the Public Safety Program and hold a special Council meeting on Thursday, February 20, 2020 to have Director Jeff Olson review the steps in the process. Susan deBuhr seconded the motion. A brief discussion was held. Councilmember Taiber asked for constituents to pass their concerns on to their Councilmember. Mayor Green called for the vote on the motion. Motion passed. (Aye: Darrah, deBuhr, Kruse, Miller, Taiber; Nay: Harding and Sires) Councilmember Miller motioned to have the meeting held at 5 p.m. on February 20, 2020, seconded by Councilmember Kruse. After a brief discussion, Councilmember Kruse amended the motion to 6 p.m. on February 20, 2020, seconded by Councilmember Miller. The Mayor put the question on the amendment. The motion passed as amended. (Aye: Darrah, deBuhr, Kruse, Miller and Taiber; Nay: Harding and Sires) The Mayor put the question on the original motion. The amended motion passed. (Aye: Darrah, deBuhr, Kruse, Miller and Taiber; Nay: Harding and Sires)

There being no further discussion, Nick Taiber motioned to adjourn the work session, Mark Miller seconded the motion, and the motion carried unanimously. Mayor Green adjourned the meeting at 7:23 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**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: March 02, 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) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
- b) The Hydrant Firehouse Grill, 2002 College Street, Class C liquor - renewal.
- c) Double Tap, 312 Main Street, Class C liquor - new.


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: Jaydevsinh Atodaria (JD), Planner I

DATE: February 26, 2020

SUBJECT: Certified Local Government Annual Report

In order to be eligible for the Certified Local Government (CLG) grant programs the City of Cedar Falls must have and maintain a Certified Local Government Agreement with the State of Iowa and the National Park Service. Under the CLG Agreement with the State, Historic Preservation Commissions are responsible for submitting an annual report summarizing the city or county's historic preservation work during the calendar year.

This report documents that the City of Cedar Falls' Historic Preservation Commission has met the requirements of the CLG program and would like to continue its CLG status. During this year, the Historic Preservation Commission was able to guide the Wild Historic District with the help of consultant to get the district on the National Register of Historic Places, one of the biggest achievements this year. The Commission also sponsored an educational program for the community of Cedar Falls by making the walk through video of Fairview Cemetery, narrated by a history professor at University of Iowa and then screening the video partnering with Hearst Center for Arts. In addition, Commission members participated in and provided input on the City's *Imagine Downtown Vision Plan*. This plan was adopted in November 2019, and one of the goals of the plan is to respect the historic character of Downtown Cedar Falls by encouraging the re-use of existing historic buildings, and developing zoning strategies for new development that respect the historic scale and character of the downtown area.

The Community Development Department recommends that City Council adopt the following:

1. Resolution approving and authorizing the submittal of the 2019 Certified Local Government (CLG)/Historic Preservation Commission annual report to the State Historic Preservation Office.

Please feel free to contact me if you have any questions.

XC: Stephanie Sheetz, Director of Community Development
 Karen Howard, Planning & Community Service Manager
 Julie Etheredge, Chair, Historic Preservation Commission

[For SHPO use only]

Received _____

Minimum no. of meetings? yes no
 Required training? yes no
 Fully appointed commission? yes no
 Has the commission been active? yes no
 Has the commission accomplished
 at least one project? yes no
 Comments:

Approved/CLG in good standing yes no

More information requested _____

Entered into database _____/_____

**IOWA CERTIFIED LOCAL GOVERNMENT
 2019 ANNUAL REPORT (January 2019-December 2019)**

NAME OF THE CITY, COUNTY, OR LAND USE DISTRICT: City of Cedar Falls

- ◆ *Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission’s preservation work and that they have met the requirements of the CLG program.*
- ◆ *This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.*

Name of the city, county or land use district:
Cedar Falls Historic Preservation Commission

Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year?

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission. Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the

Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

The Historic Preservation Commission was awarded a CLG grant to hire a consultant to prepare a nomination of the Wild Historic District to the National Register of Historic Places in 2018. The proposed Wild Historic District is comprised of 423, 501, and 509 W 1st Street. These three homes were determined by an IDOT Environmental Report to be eligible to the National Register because of their connection to Daniel and Margaret Wild. The Commission worked with the consultant to prepare and present to the public the information about the historic significance of the Wild District in Cedar Falls history. The City was successful in these efforts and in October 23, 2019, the Wild Historic District was listed in the National Register of Historic Places.

Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year?

No

Does your local government designate local landmarks or local districts?

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

No

In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A

N/A

Has your city or county passed other ordinances that directly or indirectly affect historic preservation?

No

Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
- 2) The CLG shall provide for adequate public participation in the local historic preservation programs.

- a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.
- b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.
- c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.
- d. Design guidelines/standards

During this year, the Historic Preservation Commission was able to guide the Wild Historic District with the help of consultant to get the district on the National Register of Historic Places, one of the biggest achievements this year. The Commission also sponsored an educational program for the community of Cedar Falls by making the walk through video of Fairview Cemetery, narrated by a history professor at University of Iowa and then screening the video partnering with Hearst Center for Arts. In addition, Commission members participated in and provided input on the City's *Imagine Downtown Vision Plan*. This plan was adopted in November 2019, and one of the goals of the plan is to respect the historic character of Downtown Cedar Falls by encouraging the re-use of existing historic buildings, and developing zoning strategies for new development that respect the historic scale and character of the downtown area.

Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year?

The nomination of Wild Historic District in the National Register of Historic Places is the biggest achievement this year for the Historic Preservation Commission. Participation in the downtown visioning process will help set the stage for future efforts to preserve the historic character and culture of the city.

The premier of the Fairview Cemetery Tour was a great way for the commission to educate the public about the significant history embodied in the Fairview Cemetery. Participants at the screening of the video really appreciated the depth of historical information provided by Tom Connors, history professor at UNI, who narrated the film and was present at the screening to answer questions.

What partnerships did your commission form or continue with other entities? (Examples include local main street office, historical society, library, museum, service club, etc.) If none, enter N/A

We continue to work with the Cedar Falls Historical Society, Community Main Street, Cedar Falls Tourism and other City of Cedar Falls departments.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A.

N/A

Does your commission have a website?

Yes

What is the website address?

There is a link to the Cedar Falls Historic Preservation Commission on the city's website (www.cedarfalls.com) under Government, Boards, and Commissions.

Does your commission have a Facebook page?

No

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled).

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
- 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
- 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
- 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

Meetings (with a quorum) were scheduled on following dates:

1/09/19, 2/13/19, 4/10/19, 5/09/19, 6/11/19, 7/30/19, 7/11/18, 9/10/19 and 10/08/19. These meetings were publicized and open to the public.

We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget?

The Commission does not have its own budget. Funding and staff support for Commission activities and meetings is covered under the City's Community Services Division budget and is well over \$750 per year.

Where are your official CLG files located?

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

Files are electronically saved in the City’s Planning and Community Services computers in a CLG folder dedicated to Historic Preservation activities. Paper copies are also kept by the City’s staff liaison to the Commission, Jaydevsinh Atodaria (JD)

Please list the names of the Historic Preservation Commissioners who served during this calendar year.

Julie Etheredge, Jeanine Johnson, Meredith Main, Brian Hayes (Serving since 03/31/2019), Michael Mahncke (Serving since 03/31/2019), Biff Rocha (Served until 03/31/2019) and Jeff Schlobohm (Served until 03/31/2019).

Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year’s work plan?

We completed the Wild Historic District project with its addition to the National Register of Historic Places. The tour of Fairview Cemetery editing was completed and the Historic Commission in partnership with the Hearst Center for Arts, we had a premiere for the public before being incorporated into Channel 15's programming. (Local Channel). We provided input as a key stakeholder group in the *Imagine Downtown Vision Plan*.

Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2020. Please attach your work plan to your annual report.

Please find the attached work plan for year 2020.

Please complete the Commission Training Table.

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners’ involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended

Name of Event	Sponsor Organization	Location	Date	Name of Attendees
Preserve Iowa Summit		Newton	June 6-8, 2019	Jeanine Johnson
Preserve Iowa Summit		Newton	June 6-8, 2019	Julie Etheredge

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.

Please note this must be completed. If no one attended, enter none.

Julie Etheredge and Jeanine Johnson attended the Preserve Iowa Summit in 2019.

Signature page

Please find the attached Signature Page.

CLG Personnel Table

A. Please list the names of the Historic Preservation Commissioners who served during calendar year 2019:

Julie Etheredge, Jeanine Johnson, Meridith Main, Brian Hayes (filled opening), Michael Mahncke (filled opening), Jeff Schlobohm (stepped down) and Biff Rocha (stepped down).

B. CHIEF ELECTED OFFICIAL 2018 **(note this is beginning January 2019)**

Name of Mayor, Chairman of Board of Supervisors, or President of LUD Trustees:

First Name: **Jim**

Last Name: **Brown**

Mailing Address: **220 Clay Street, Cedar Falls, IA, 50613**

Phone Number: **(319) 268-5118**

Email Address: **Jim.Brown@cedarfalls.com**

C. CHIEF ELECTED OFFICIAL 2019 **(note this is beginning January 2020)**

Name of Mayor, Chairman of Board of Supervisors, or President of LUD Trustees:

First Name: **Robert**

Last Name: **Green**

Mailing Address: **220 Clay Street, Cedar Falls, IA, 50613**

Phone Number: **(319) 268-5118**

Email Address: **Rob.Green@cedarfalls.com**

D. STAFF PERSON FOR THE HISTORIC PRESERVATION COMMISSION

First Name: **Jaydevsinh (JD)**

Last Name: **Atodaria**

Job Title: **Planner I**

Mailing Address: **220 Clay Street, Cedar Falls, IA 50613**

Phone Number: **(319) 268-5185**

Email Address: **JDA@cedarfalls.com**

2019 HISTORIC PRESERVATION COMMISSION: Please note that this is for 2019

Please complete the following and provide information about your new 2019 commission.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Historic District). Specify the month, day, and year that the commissioner's term will end (Term Ends). If a commission member serves as contact with the State Historic Preservation Office for the Commission, please circle yes. **Electronic and mailed communication will be sent to the staff person for the commission and the contact.**

CHAIRPERSON/COMMISSIONER

First Name Julie

Last Name: Etheredge

Mailing Address (please provide full mailing address including city and zip code): 322 W. 6th St. Cedar Falls IA 50613

Home Phone Number: (319) 269-5710

Work Phone Number: (319) 233-8419

Email Address: juliee@invisionarch.com

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2020 (will renew term 2022)

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

VICE CHAIRPERSON/COMMISSIONER

First Name Jeff

Last Name: Schlobohm

Mailing Address (please provide full mailing address including city and zip code): 1910 Grand Blvd. Cedar Falls IA 50613

Home Phone Number: (319) 610-1663

Work Phone Number: (319)-226-1784

Email Address: Schlobohmj@cfu.net

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2019 (not continuing)

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

VICE CHAIRPERSON/COMMISSIONER

First Name Jeanine

Last Name: Johnson

Mailing Address (please provide full mailing address including city and zip code): 509 Clay St. Cedar Falls, IA 50613

Home Phone Number: (319) 266-3070

Cell Phone Number: (319) 610-0554

Email Address: jjohnson@cfu.net

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2019 (renewed until 2022)

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name **Biff**
Last Name: **Rocha**

Mailing Address (please provide full mailing address including city and zip code): **4520 Ashworth Dr., Apt 4, Cedar Falls, IA 50613**

Home Phone Number: **Cell: (937) 750-1688**
Work Phone Number: **(319) 266-9863**

Email Address: **BiffRocha1@aol.com**

Representative, Name of Local Historic District: **N/A**

Term Ends: Month **3** Day **31** Year **2019 (not continuing)**

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name: **Meridith**

Last Name: **Main**

Mailing Address (please provide full mailing address including city and zip code): **2311 Green Creek Road, Cedar Falls, IA 50613**

Home Phone Number: **(319-240-7971)**
Work Phone Number: **(319) 277-0213**

Email Address: **MeridithMain@gmail.com**

Representative, Name of Local Historic District: **N/A**

Term Ends: Month **3** Day **31** Year **2020 (moved out of Cedar Falls, so resigned from the Commission)**

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name: **Brian**

Last Name: **Hayes**

Mailing Address (please provide full mailing address including city and zip code): **1826 Grand Blvd., Cedar Falls, IA 50613**

Home Phone Number: **(319)-277-4559**

Work Phone Number: **(319) 269-2549**

Email Address: **floors@cfu.net**

Representative, Name of Local Historic District: **N/A**

Term Ends: Month **3** Day **31** Year **2022**

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name: **Michael**

Last Name: **Mahncke**

Mailing Address (please provide full mailing address including city and zip code): **1228 Rainbow Drive, Cedar Falls, IA 50613**

Home Phone Number: **(319)-231-8514**

Work Phone Number: **(319) 266-6576**

Email Address: **bubba316@hotmail.com**

Representative, Name of Local Historic District: **N/A**

Term Ends: Month **3** Day **31** Year **2022**

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

Cedar Falls Historic Preservation Commission Work Plan 2020

Project Title:	Tour of Cedar Heights
Project Scope of work:	Research Cedar Heights area focusing on history, creating a driving tour of the area, identifying the century homes, exploring the history of the areas trolleys and potentially setting up a home tour
Persons responsible:	Brian Hayes (Lead Commissioner), Jaydevsinh Atodaria (city liaison)
Timeline:	<ul style="list-style-type: none"> • Jan – March – talk to residents for oral histories • April-June – research list of historically significant homes • July-August – put together pamphlet for driving tour • September- advertise driving tour
Expected outcome:	Driving tour of Cedar Heights, possible home tour
Project Title:	Intensive Survey – W 16th Street (Part 1)
Project Scope of work:	Intensive Survey of the properties around the last 2 blocks of brick street in Cedar Falls.
Persons responsible:	Jaydevsinh Atodaria (grant administration), <i>Commission lead to be determined, volunteers and potential partnerships to be determined.</i>
Timeline:	<ul style="list-style-type: none"> • May – reach out to neighbors about effort to start gathering volunteers and start work on application • Summer 2019 (last year the deadline was in August 1) submit application for grant
Expected outcome:	The inventory will prove the potential of a district and used to apply for a Transportation Alternative Program (TAP) grant to help fund the preservation of the street.
Project Title:	Sawmills of Cedar Falls
Project Scope of work:	Research of sawmills in Cedar Falls.
Persons responsible:	Jeanine Johnson (Lead Commissioner), Jaydevsinh Atodaria (city liaison)
Timeline:	<ul style="list-style-type: none"> • Jan – June – Research sawmills • July-August – put together power point presentation • November – present power point at public meeting
Expected outcome:	Power point presentation of sawmills in Cedar Falls
Project Title:	Additional projects to be determined ...
Project Scope of work:	
Persons responsible:	

Timeline:	
Expected outcome:	

Certified Local Government Annual Report

Name of Certified Local Government: _____

Signature of person who completed this report *Date*

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

Date of public meeting

Signature of Mayor or Chairman of the Board of Supervisors *Date*

Printed Name of Elected Official

Please upload this completed form with your annual report on SlideRoom.

Thank you.

State Historical Society of Iowa

This certifies that

Wild Historic District

has been entered in

THE NATIONAL REGISTER OF HISTORIC PLACES October 23, 2019

This action was taken under the provisions of the National Historic Preservation Act of October 15, 1966 and Chapter 303, the Code of Iowa



[Signature]
Governor of Iowa

[Signature]
Lieutenant Governor of Iowa

[Signature]
State Historic Preservation Officer

IOWA DEPARTMENT OF
CULTURAL AFFAIRS

IOWA ARTS COUNCIL PRODUCE IOWA STATE HISTORICAL SOCIETY OF IOWA

CHRIS KRAMER, DIRECTOR

November 18, 2019

Ron Gaines, City administrator
City of Cedar Falls
City Hall
220 Clay St
Cedar Falls, IA 50613**RE: Wild Historic District**

Dear Mr. Gaines:

We are pleased to inform you that the above named property was listed in the National Register of Historic Places effective October 23, 2019. Enclosed is an official certificate signed by the Governor and the seal of Iowa attached. Appropriately, this certificate should stay with the historic property should the property ever change ownership.

The National Register is the Federal Government's official list of historic properties worthy of preservation. Listing in the National register provides recognition and assists in preserving our Nation's heritage.

Save this documentation for your records. When applying for grants and tax credits, you will need to make a copy of this letter to provide with your applications. Keep these originals in your files and always make copies, as you need them.

Listing in the National Register provides the following benefits to historic properties:

- Consideration in the planning for Federal, federally licensed, and federally assisted projects. Section 106 of the National Historic Preservation Act of 1966 requires Federal agencies allow the Advisory Council on Historic Preservation an opportunity to comment on projects affecting historic properties listed in the National Register. For further information please refer to 36 CFR 800.
- Eligibility for Federal tax benefits. If a property is listed in the National Register certain Federal tax provisions may apply. The Tax Reform Act of 1986 revises the historic preservation tax incentives authorized by Congress in the Tax Reform Act of 1976, the Revenue Act of 1978, the Tax Treatment Extension Act of 1980, the Economic recovery Tax Act of 1981, and Tax Reform Act of 1984, and as of January 1, 1987, provides for a 20 percent investment tax credit with a full adjustment to basis for rehabilitating historic commercial, industrial, and rental residential buildings. The former 15 percent and 20 percent investment Tax Credits (ITCs) for rehabilitation of older commercial buildings are combined into a single 10 percent ITC for commercial or industrial buildings built before 1936. The Tax Treatment Extension Act of 1980 provides Federal tax deductions for charitable contributions for conservation purposes of partial interests in historically important land areas or structures. For further information, please refer to 36 CFR 67 and Treasury Regulation Sections 1.48-12 (ITCs) and 1.170A-14 (charitable contributions).
- Consideration of historic values in the decision to issue a surface coal mining permit where coal is located, in accord with the Surface Mining and Control Act of 1977. For further information, please refer to 30 CFR 700 et seq.
- Qualification for Federal and State grants for historic preservation when funds are available.

- Eligibility for State Tax Credits for rehabilitation. Properties listed on the National Register, eligible for listing on the National Register or Barns constructed before 1937 or eligible for the National Register are able to apply for a 25 percent state tax credit for rehabilitation. The cost of a qualified rehabilitation project would exceed either \$25,000 or 25 percent of the assessed value for a non-commercial property or barn less the land before rehabilitation. For commercial properties, the rehabilitation project would exceed \$50,000 or 50 percent of the assessed value of the property less the land before rehabilitation - whichever is less. The State Historic Preservation office must approve the rehabilitation work before an amount of tax credits will be reserved for your project. Application information can be found on the State Historical Society of Iowa website: <https://iowaculture.gov/history/preservation>.

Information regarding the National Register and Tax Incentive programs can be read in detail on our website at <https://iowaculture.gov/history/preservation/national-register-historic-places> or please feel free to contact me at laura.sadowsky@iowa.gov. You may enjoy visiting the National Register website at <https://www.nps.gov/nr/index.htm>.

Sincerely,



Laura Sadowsky
State Historian
State Historical Society of Iowa

CEDAR FALLS HISTORIC PRESERVATION COMMISSION 2019 Annual Summary

The following is intended to summarize the discussions held by the Commission over the past year. This summary was compiled from meeting minutes.

January 9, 2019

- Comments from SHPO were received for CLG Grant for the Wild District Nomination.
- The Commission started working on finding the new buyer for 203-205 Main Street Building.
- Commission Chair discussed the new projects coming up on Wells Fargo Redevelopment and 422 Main Street to the commission members.

February 13, 2019

- The Commission reviewed the draft of CLG Annual Report and supplemental information's were noted by the city staff to make adjustment to the draft.
- The Commission discussed potential meeting date to discuss CLG Grant for the Wild District Nomination
- The City staff informed the commission that the city is currently looking for two new commission members to replace the two old commission members.

March 2019

No meeting.

April 10, 2019

- The Commission members were really happy with the final draft of the nomination for CLG Grant for the Wild District Nomination.
- City Council approved the nomination and the National Register Nomination Evaluation Report form was signed by the Chair of the Historic Preservation Commission.
- Commission expressed interest in the nomination of Ice House for "Preservation at its Best" Nomination.

May 9, 2019

- Nomination application for Ice House was not completed in time so the nomination will be considered again next year.
- Mayor made a proclamation for Preservation Month at City Council Meeting.
- Commission agreed to take up a new CLG project and do a larger project for Adam's Family.
- Nomination for Wild Historic District was submitted to SHPO and will be considered by the State Nomination Review Committee.

- The commission agreed to attend the Stakeholders meeting for the Downtown Vision Plan to meet the consultants and give feedbacks.

June 11, 2019

- The Commission discussed about cemeteries around the City.
- Nomination for Wild Historic District was submitted to SHPO and will be considered by the State Nomination Review Committee. Few Committee members plan to attend the review meeting.

July 09, 2019

- Few Commission members discussed their experience about the State Nomination Review Committee meeting.
- The commission and the city staff agreed to work for a potential grant application for Survey Study for Overman Park area.

July 30, 2019

- Julie Etheredge was unanimously approved as the Chair of the Commission. Meridith Main was unanimously approved as the Vice Chair of the Commission.
- City staff informed the commission that the Fairview Cemetery Tour video was in the final editing stage.
- City staff discussed potential budget for the survey study for Overman Park area.
- The Commission agreed to follow up on the next education project of Touring Cedar Heights. The commission agreed to put up a pamphlet for the area focusing on History and creating a driving tour of the area. Commission was also interested to conduct interviews with Citizens that are connected to Neighborhood's past.
- Commission volunteered to research information on Saw Mills in Cedar falls as a second project.

August 2019

No meeting.

September 10, 2019

- Commission reviewed the draft of the Fairview Cemetery Tour Video, the commission really appreciated the work.
- City staff informed the commission that during a research work for the potential study survey for Overman Park area, staff did find similar research projects already completed.

October 08, 2019

- Potential presentation dates for the presentation of Fairview Cemetery Tour Video was finalized. The Hearst Center as location for presentation was discussed.
- Potential new projects were discussed by the Committee.

November 12, 2019

No meeting was scheduled because of historic preservation commission was scheduled by the committee. The event was about Fairview Cemetery Video screening.

December 2019

No meeting.

Chair: Julie Etheredge

Vice Chair: Jeff Schlobohm (Until April 2019) and Meredith Main

HISTORIC PRESERVATION COMMISSION ATTENDANCE JANUARY 2019 THROUGH DECEMBER 2019																	
	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019	July. 2019	Aug. 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Total Ratio	% Attend.		
Jeff Schlobohm	X	X	No Meeting	X					No Meeting				No Meeting	3/3	100%		
Biff Rocha	X	O		X												2/3	66%
Julie Etheredge	X	X		X	X	X	X	O		X	X	X				9/10	90%
Michael Mahncke							X	X		X	X	X		X		6/6	100%
Brian Hayes							X	X		X	O	X		X		5/6	83%
Jeanine Johnson	X	X		X	X	X	X	X		X	X	X		X		10/10	100%
Meridith Main	X	X		X	X	X	X	O		X	X	X		O		8/10	80%

X = Present
O = Not Present

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: Jaydevsinh Atodaria (JD), Planner I
DATE: February 26, 2020
SUBJECT: Residence Inn Site Plan Review

REQUEST: Site plan approval for construction of a new hotel.

PETITIONER: Hawkeye Hotels (owner); VJ Engineering (engineer); Paradigm Architects (architect)

LOCATION: 7200 Nordic Drive

PROPOSAL

The applicant proposes to construct a new 21,530 square foot Residence Inn hotel, a premium extended stay under the Marriott flagship on 7200 Nordic Drive. The proposal includes construction of a new five-story, 119 room hotel on the east side of Nordic Drive. The proposed layout of the hotel sits on about 2.65 acres of land with the front of the hotel facing Nordic Drive and the back facing Highway 58.



BACKGROUND

This parcel was rezoned from A-1 Agricultural District to HWY-1 Highway Commercial District on June 8, 2003. In addition, the property is in the HCG, Highway Corridor and Greenbelt Overlay District and the Highway 20 Commercial Corridor Overlay District. When there are multiple zoning districts that apply to a property, all the standards and requirements apply. If there are any conflicts between the standards in the districts, the most restrictive or more specific requirements apply. In this case, Highway 20 Commercial Corridor Overlay District is the more restrictive one, for the very reason all the stated conditions in the overlay zone will be applicable in addition to the base zone of HWY-1 Commercial district.

ANALYSIS

The HWY-1 District is intended to promote general services commercial uses that serve a broader market area (i.e. City-wide or regional customer base). The ordinance requires a detailed site plan review prior to approval 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 orderly development in the entire area.

The intent of the Highway 20 Commercial Corridor Overlay District provides enhanced development guidelines for commercial uses established in the roadway corridor. The overlay district regulations encourage high quality commercial development at key entry points into the city that will incorporate adequate open green space areas, on site landscaping, high quality building architectural design and adequate visual screening of outdoor storage or display areas. The regulations in this overlay district apply in addition to the underlying zoning district regulations.

Following is a review of the zoning ordinance requirements for the proposed development:

- 1) Use: A hotel is a permitted use both in the HWY-1 District and Highway 20 Commercial Corridor Overlay District. The overlay district suggests that buildings should be designed to enhance the character of this major entryway into the city. **Use is allowed.**
- 2) Building Location: 20-ft. setbacks are required along the edge of the district and along any internal streets/principal access ways. The overlay district also requires a 20 ft. setback established around the perimeter of the zoning district. These areas must be landscaped. Open space and landscaping is shown on the separate landscape plan attached with the documents. In addition, no structure, sign or parking areas are allowed in the minimum required setback area. The proposed hotel site plan shows 20 ft. setback on the north, east and west sides of the property. The site plan shows two access points to the proposed hotel buildings from Nordic Drive. **Building setbacks are satisfied.**

3) Parking: The new hotel is required to provide 125 parking stalls plus one stall for every two employees, and this is derived based on the number of rooms, meeting space, restaurant space and employees. The site plan provided shows 130 parking stalls, which includes 5 ADA stalls. The parking is provided around the periphery of the lot.

North Side: The parking stall dimensions are 9' x 19' with a 24' wide aisle.

East Side: The parking stall dimensions are 9' x 19' stall with a 22' wide aisle.

South Side: The parking stall dimensions are 9' x 17.3' angled stall at 30 degrees with an 18' wide aisle.

West Side: The parking stall dimensions are 9' x 19' stall with 26' wide aisles.

The amount and dimension of the parking stalls and drives are met.

4) 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 15% of the development site. Following is a summary from the landscape plan that details how this provision is met.

New Hotel Development Site	115,232 SF	
Required Open/Green Space	17,284 SF	15%
Provided Open/Green Space	35,021 SF	30%

Landscaping is shown throughout the site, both around the building as well as within the parking lot, along the streets and required setbacks.

The open green space exceeds the minimum requirement and is well distributed.

5) Landscaping: The Highway 20 Commercial Corridor Overlay Zoning District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area. Following are the requirements for the new hotel site and what is proposed.

<i>Description</i>	<i>Required</i>	<i>Proposed</i>
New Hotel Lot 115,232 * .02	2,305 pts.	2,835 pts.
Parking lot trees <i>130/15 = 9 trees @ 80 pts.</i>	720 pts.	1,040 pts.
Street Tree Planting (.75 points per linear foot → 678' on Nordic Drive and Highway 58)	509 pts.	560 pts.
Screening (1 point per linear foot → 550' on Nordic Drive and Highway 58)	550 pts.	1,440 pts.
	4,083 pts	5,875 pts

As detailed in the table, trees are required in the vehicular use area at the rate of one tree per 15 parking spaces. This is in addition to the open space and landscaping requirements. 13 trees are provided to meet this requirement on the proposed new hotel site.

In addition to parking lot trees, there are trees located along the street frontages, with shrubs and additional trees being located around each of the buildings.

Landscaping requirements are met.

- 6) **Building Design:** The HWY-20 Overlay District requires a design review of various elements because the intent of the overlay zone is to have high quality commercial properties along the corridor as the corridor serves as one of the main entry points to Cedar Falls. These are noted below with a review on how each element is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.**

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

The scale and proportion of the new hotel will be slightly more than the existing hotel sitting on a lot to the south side of proposed development. The hotel on the south side of proposed development is about three stories tall and if considering the overall height of built structure with the pitch roof, it appears to be about four stories tall. On the other end, there is a four story hotel west of the proposed development, which sits about 20 ft. higher than the proposed development site level and if the overall height of the built structure with pitch roof is considered, it appears to be five stories tall. The proposed new hotel development will be five stories tall. **Staff finds that the proposal is consistent with other development in the general area and with the height allowances in the zoning district.**









Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

Most of the industrial uses located to the west and north utilize flat roofs and are about three stories tall. The new hotel will utilize a flat roof with several sloping features at the ends of the building and in the main entrance area of the building. Whereas, the two existing hotel buildings to the south and west of proposed development have sloping roofs that cover the entire building, which add height to these buildings. The proposed new hotel's flat roof style and certain single side sloping roof on the ends of hotel and over common areas in the entrance of hotel building provides a more contemporary look to the hotel. This distinctive character of roofing in the proposed development will provide a unique identity to the corridor. Also such unique features do align with the intent of the Highway 20

Commercial Corridor Overlay District by creating a unique architectural style. This proposed roof shape, pitch and direction creates a nice balance of pitched roof and flat terraces style used in the surrounding buildings on the west and north sides of the proposed development site.

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The new hotel will feature alternating panels of two contrasting colors of Exposure Cement Fiber Lap Siding on the main hotel building and a portion of fiber cement wall panels will be added in the entrance of the building to make it more attractive. The Exposure cement fiber lap siding will be used in varying sizes on alternating facades to develop a rhythmic profile of the building. These patterns will eliminate a plain façade. All of these materials are used in slightly different designs on all sides of the building. The pattern is designed in a manner that would enhance the building along the gateway corridor to the city. These patterns will also be distinguished as far as other neighboring developments are concerned, thus aligning to the goal of the Highway 20 Commercial Corridor Overlay district.

EXTERIOR FINISH KEY		
	ST	STONE VENEER
	S-1	10 1/2" EXPOSURE CEMENT FIBER LAP SIDING
	S-2	6" EXPOSURE CEMENT FIBER LAP SIDING
	S-3	10 1/2" EXPOSURE CEMENT FIBER LAP SIDING
	S-4	6" EXPOSURE CEMENT FIBER LAP SIDING
	S-5	BOARD AND BATTEN CEMENT FIBER PANEL SIDING
	S-6	EXPOSURE CEMENT FIBER LAP SIDING
	SP-1	FIBER CEMENT WALL PANELS

Materials and texture: The predominant external building materials of all structures shall be of masonry/stone/brick or similar material. Concrete materials shall be minimal. Stucco materials and/or E.I.F.S. materials are also acceptable if complemented with masonry materials. Glass materials including large window and doorway areas are encouraged. The prime "public view" wall faces of the structure (at least two wall faces), comprising at least 90 percent of said wall areas, must be made up of at least one or more of these specified preferred building materials. Sheet metal or steel sheeting wall materials are to be discouraged unless this is a minor component of the wall surface area of no more than one wall face of the building. Interior metal, steel or concrete structural building components are permitted.

Stone, Fiber Cement and glass are the exterior materials proposed for the new hotel. Most of the fiber cement materials and stone will have a rough texture. In total, approximately 15% of the building will be made up of glass, 70% fiber cement, and 15% stone.

The buildings in the surrounding area are constructed using a wide variety of materials, as you have the industrial uses to the north and west that primarily utilize metal siding, with commercial/hotel/office uses to the west and south which utilize primarily brick and EIFS. Staff finds the proposed building materials will enhance the building and will create a distinctive look.

Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

The new hotel building will primarily include two different shades of tan and teal blue in the fiber cement materials with varying size panels in the alternating facade. There is another shade of brick red in fiber cement materials which will be applied in minimal part of the building to enhance the entrance and main areas of hotel.

Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

Architectural features of the new hotel building includes the one way sloping roofs on the ends of the main building and varying heights of the one way sloping roof in the entrance part of the hotel building. The one way sloping roofs are projecting the fascia boards creating a distinctive roof line for the entire building. These roof lines create a good balance between the flat roofs and pitched roofs used in the development of neighboring properties. There is also a unique light element designed for the hotel that will be located on west side façade of the hotel. Alternating projections in the floor plan will create several niches and will break the façade in rhythmic manner. Overall, the architectural style is more contemporary in nature and will help in developing a unique identity of the building.



7) Trash Dumpster Site: The dumpster enclosure for the new hotel is located at the northeast corner of the parking lot. This enclosure will be made of metal framing and clad with vertical wood slats and cedar cap. The enclosure will have two doors to operate towards the parking aisle. The enclosure will measure 14 feet by 14 feet in size and 8 feet in height. **Dumpster enclosure satisfied.**

8) Lighting: The HWY-1 District regulations do not have specific lighting design guidelines. The site plan shows the location of light poles throughout the site. The parking lot lights will include a standard light pole similar to OSQ Series LED Area/Flood Luminaire lights with a backlight shield. The lights will be downcast and will be made of aluminum powder coated with black color. **Lighting is acceptable.**



LED Parking Lot Fixture

9) Signage: For the new hotel, two monument signs are illustrated on the site plan; at the entrance along Nordic Drive to the west of the building. These signs measure 5' tall by 7.3' wide. The monument signs will be made of aluminum angle frame with shoe box style faces. The monument sign will be illuminated by GE White LED's. The base of the monument sign will be made of aluminum angles and will be brushed with aluminum satin finished. The exterior face will be 425 C Gray satin finished. The letters on the monument sign will appear white during the day and will illuminate white at night. The proposed design of the monument base is darker so that the sign is visible from a distance and is clear. Please refer to the images below for more reference about the monument signs.

MONUMENT SPECIFICATIONS

Monument Specifications:
Construction: Aluminum angle frame with .125" aluminum shoe-box style faces
Face Construction: Routed aluminum with backer panel
Retainer: Bleed face
Illumination: GE White LED's
Exterior Finish: Paint Pantone® 425 C Gray, satin finish and Pantone® 877 C Silver, satin finish
Interior Finish: Paint reflective white

Monument Face Specifications:
Face Construction: Routed aluminum with backer panel
Face Decoration: Pantone® 425 C Gray, satin finish
Backer Panel: .118" white solar grade polycarbonate

* "Residence Inn" and "Marriott" to appear white during the day and illuminate white at night (background does not illuminate)

Pole Cover Specifications:
 * Preferred method to have monument base match building hardscape (stone, brick, etc., provided by general contractor)
Construction: Aluminum angle frame with .080" aluminum skins
Exterior Finish: Paint Matthews 41342SP Brushed Aluminum, satin finish

Monument Elevations
Scale: 1/4" = 1'-0"


In addition, there are two wall signs, one facing the east and other facing the west. Channel letters will be used for the Wall Signs. Letters will be made with aluminum backs. Letters will appear Pantone 425 C gray during the daytime and will illuminate white at night. GE White LED's will be used for illumination of letters. Please refer to the images below for more reference about the wall signs. The proposed wall signs appear to be well within the District limitations of no larger than 20% of the wall area to which the wall sign is attached. However, this will be reviewed in detail at the time a sign permit is requested.

Signage is acceptable, subject to detailed review with a sign permit.

CHANNEL LETTER SPECIFICATIONS


Channel Letter Specifications:
Construction: .050" aluminum channel letter with .063" aluminum backs
Face Material: 3/16" 7328 white acrylic
Trim Cap: 1" painted to match Pantone® 425 C Gray
Illumination: GE White LED's as required
Exterior Finish: Paint to match Pantone® 425 C Gray
Interior Finish: Paint reflective white

Channel Letter Face Specifications:
Face Material: 3/16" 7328 white acrylic




	A	B	C	D	E
RI Channel 24	24"	7 11/16"	7-10 1/4"	3-4 5/8"	16'-10 5/16"
RI Channel 30	30"	9 9/16"	9-9 3/4"	4'-2 3/4"	21'-0 15/16"
RI Channel 36	36"	11 1/2"	11'-9 5/16"	5'-0 15/16"	25'-3 1/2"
RI Channel 48	48"	15 5/16"	15'-8 7/16"	6'-9 3/16"	33'-8 11/16"


* Letter height determined by the height of the letter "R".



Daytime Appearance



Nighttime Appearance



Side Profile

For Dark Colored Building Backgrounds | Letters to appear White during the day and illuminate white at night.

10) Sidewalks: There is a 6-foot-wide PCC sidewalk proposed in the site plan to allow for patrons to get to the entrances of the buildings from the Nordic Drive. In addition to it, there is a plan to add a six foot PCC sidewalk on north side of hotel building, a 5 foot PCC sidewalk on the east side of the hotel and a 4 foot PCC sidewalk on the south side of the hotel to provide easy pedestrian access to the building. These sidewalks would also serve any interior movement for occupants within the site. Sidewalks are indicated on the site plan submitted. **The sidewalks proposed provide good pedestrian circulation and meet City standards.**

11) Storm Water Management: The storm water management plan has been submitted by the applicant. The plan indicates that several storm water intake points are located in the periphery of building footprint to capture the water from the impervious surfaces. The site plan also shows a new underground storm sewer chamber being proposed at the southwest corner of the property. The chamber will capture water from the proposed development site and the parking

area around the hotel building. This chamber will be designed in order to release the water collected from impervious surfaces into the storm sewer along Nordic Drive. The Storm sewer chamber will function similar to the one installed for the Hampton Inn hotel in downtown. **The Stormwater management plan has been reviewed and approved by the Engineering Department.**

TECHNICAL COMMENTS

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/contractor is responsible to extend all utility services to the building. These utility extensions will be reviewed by CFU personnel as part of the building plan review.

The comments from Cedar Falls Utilities, Engineering, Building, Fire and Planning Departments from the Technical Review Meetings on December 18, 2019 were sent to the applicant. Staff anticipates that any remaining technical issues will be addressed prior council meeting.

Two courtesy notices to surrounding property owners were mailed on January 16, 2020 and February 05, 2020. Another Notice informing about City council meeting was mailed to surrounding property owners on February 26, 2020.

PLANNING & ZONING COMMISSION

Discussion and Vote
2/12/2020

Chair Holst introduced the item and Mr. Atodaria provided background information. He explained that the proposed site is located at 7200 Nordic Drive. The proposed hotel is five stories with 190 rooms on a 2.65 acre lot and is part of Lot 4 and part of Lot 5 of Lockard Pines subdivision. The property is also included in more than one overlay district, which requires that the zoning for the site plan follows the one with the strictest requirements. Mr. Atodaria discussed aspects of the site plan, including the dumpster enclosure, sidewalks and parking, as well as setbacks and height for the building. He displayed renderings of the proposed building, and discussed, the utility plan, landscape plan, building design, lighting and signage and noted that all requirements have been met. Staff recommends approval with any comments or direction by the Commission. Ms. Howard noted that this item was on the agenda of the previous Commission meeting which was cancelled due to inclement weather and stated that unless there are additional issues that the Commission would like addressed, staff would ask that the Commission make a recommendation to City Council at this time.

The applicant, Om Patel, Coralville, Iowa, provided a brief overview of the project explaining that this would be an extended stay hotel within the Marriot family, catering to the three to five business day corporate travelers. The hotel has full suites that include kitchenette units.

Ms. Adkins stated that she feels it's a great project; extended stay hotel is needed in this area. Ms. Adkins made a motion to approve the item. Ms. Saul seconded the motion. The motion was approved unanimously with 8 ayes (Adkins, Hartley, Holst, Larson, Leeper, Lynch, Saul and Wingert), and 0 nays.

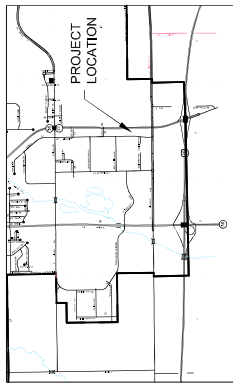
STAFF RECOMMENDATION

Community and Development department has reviewed this site plan and would recommend approval, subject to the following conditions:

1. Conform to all city staff recommendations and technical requirements.

Attachments: Proposed Site Plan
Proposed Utility Plan
Proposed Landscaping Plan
Proposed Building Elevations
Proposed Site details

RESIDENCE INN BY MARRIOTT CEDAR FALLS, IOWA



INDEX OF SHEETS

1. TITLE SHEET
2. PAVING / GRADING PLAN
3. ELECTRICAL PLAN
4. LANDSCAPING PLAN
5. EROSION AND SEDIMENT CONTROL PLAN

OWNER/DEVELOPER
 HAWKEYE HOTELS
 2708 JAMES STREET
 CORVALLIS, IA 52241

PROJECT SITE ADDRESS
 LOT 4 & PT OF LOT 5 LOCKARD PINES

CURRENT ZONING
 HWY-1 HIGHWAY COMMERCIAL DISTRICT
 HIGHWAY CORRIDOR AND GREENBELT OVERLAY DISTRICT
 HIGHWAY 20 COMMERCIAL CORRIDOR OVERLAY DISTRICT

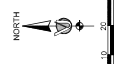
PARKING REQUIREMENTS

ONE PARKING SPACE FOR EACH GUESTROOM PLUS ONE FOR EVERY TWO EMPLOYEES
 PARKING REQUIRED: 139 STALLS + 6 STALLS (2 EMPLOYEES / 2) = 145 STALLS
 PARKING PROVIDED: 139 STALLS (INCLUDING 1 ADA)

SITE IMPROVEMENTS

NEW PAVEMENT
 = 51,509 SF
 = 59,803 SF = 70%
 = 80,211 SF = 70%
 GREENSPACE
 = 45,051 SF = 30%
 = 115,233 SF

PROPERTY IS LOCATED IN ZONE X (SHADED) & WITHIN THE 20' SETBACK REQUIREMENT AREA WITH AN EFFECTIVE DATE OF 7/18/2017



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

DANIEL M. ARENDS, P.E.
 License number 22847
 My license renewal date is December 31, 2020
 Pages or sheets covered by this sheet: _____



UTILITY STATEMENT
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE SURVEYOR DOES NOT WARRANT THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE UTILITIES SHOWN ARE TO BE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

IOWA ONE CALL
 800 / 292-9989
 CALL BEFORE YOU DIG

VJ Engineering
 1501 Technology Parkway
 Cedar Falls, Iowa - 519-266-5829



RESIDENCE INN BY MARRIOTT
 NORDIC DRIVE - LOT 4 & PT OF 5, LOCKARD PINES
 CEDAR FALLS, IOWA

1 OF 5

SCALE: 1" = 20'

DRAWN BY: []

CHECKED BY: []

DATE: 12-9-19

ITEM 12.

1980881

RESIDENCE INN BY MARRIOTT UTILITY PLAN

198084

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



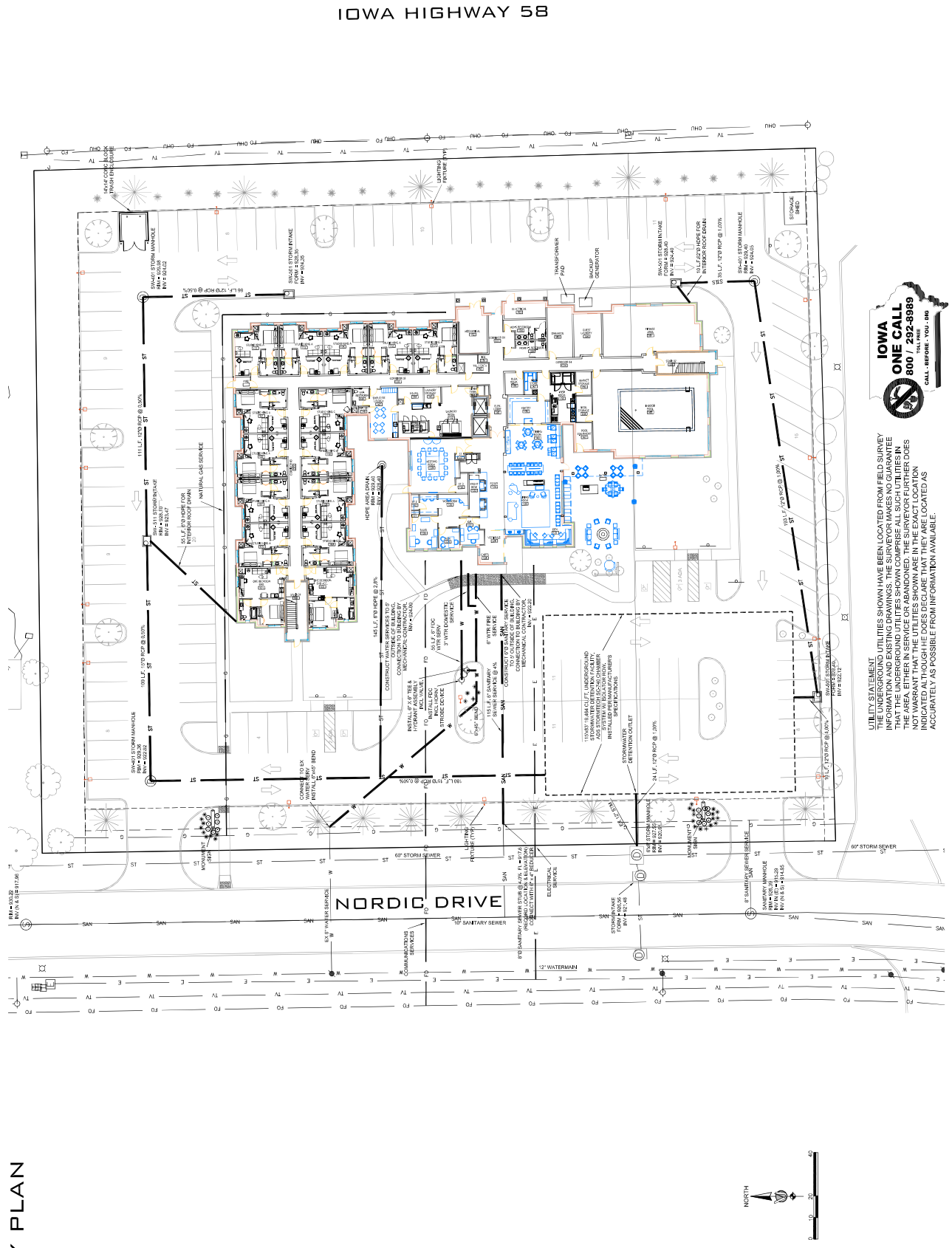
RESIDENCE INN BY MARRIOTT
CEDAR FALLS, IOWA
NORDIC DRIVE - LOT 4 & PT OF 5, LOCKARD PINES

UTILITY PLAN

SCALE	1" = 20'
DATE	12-9-19
DRAWN BY	JLS
CHECKED BY	MS
DATE	
PROJECT NO.	198084

ITEM 12.

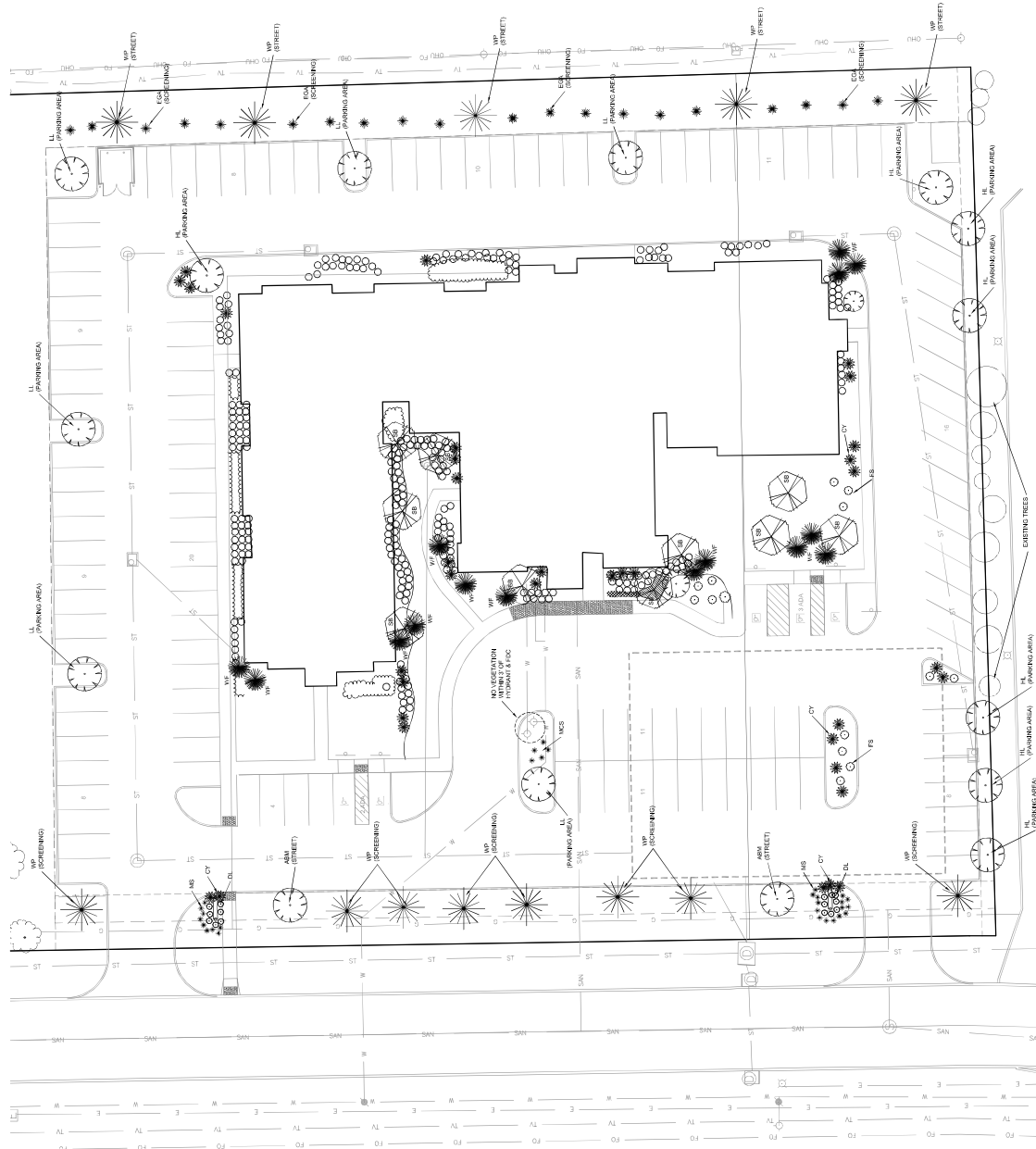
194



IOWA ONE CALL
800 / 292-8989
CALL BEFORE YOU DIG

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR HAS NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN OR THAT THE UTILITIES SHOWN WILL BE ACCURATELY LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

RESIDENCE INN BY MARRIOTT LANDSCAPING PLAN



SITE IMPROVEMENTS
 NEW BUILDING
 = 21,530 SF
 IMPROVEMENTS
 = 36,371 SF = 70%
 TOTAL IMPROVISED
 = 57,901 SF
 GREENSPACE
 = 35,021 SF = 30%
 TOTAL LOT AREA
 = 112,222 SF

LANDSCAPE REQUIREMENTS
 DEVELOPMENT SITE
 = 115,242 SF
 2" SETBACK (MIN)
 = 17,807 SF
 DEVELOPMENT SITE LESS 20' SETBACKS
 = 97,435 SF
 PROVIDE GREENSPACE AT 17,426 SF X 10%
 PROVIDE GREENSPACE
 = 17,138 SF

PLANTING REQUIREMENTS:
 LOT AREA:
 115,242 SF X 0.22 POINTS PER 50 SF = 2326 PTS
 TOTAL PROVIDED
 = 2563 PTS
 OVERSTORY 0' - 80 PTS X 13
 = 1040 PTS
 TOTAL PROVIDED
 = 1960 PTS
 STREET TREES (NORDBIC & HWY 88)
 678 L.F. FRONTAGE X 0.74 POINTS
 = 500 PTS
 OVERSTORY 2' - 80 PTS X 2
 = 160 PTS
 CORNER @ 60 PTS X 5
 = 300 PTS
 TOTAL PROVIDED
 = 500 PTS

SOIL POINT
 NORDBIC CORNERS @ 60 PTS X 6
 = 360 PTS
 HWY 88 @ 2' AND OVHTWAY @ 40 PTS X 20
 = 800 PTS
 TOTAL PROVIDED
 = 1160 PTS
 TOTAL POINTS
 = 8076 PTS

PLANT MATERIAL SCHEDULE

COMMON NAME	BOTANICAL NAME	SIZE	REMARKS	QUANTITY	ON-SITE POINTS
... (text from image)
TOTAL POINTS AS SHOWN ON PLAN					2563
TOTAL POINTS = 8076					

PLANTING REQUIREMENTS:
 LOT AREA:
 115,242 SF X 0.22 POINTS PER 50 SF = 2326 PTS
 TOTAL PROVIDED
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 TOTAL PROVIDED
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REVISION LOG

PROJECT TITLE
 RESIDENCE INN
 BY MARRIOTT
 THE PINES
 CEDAR FALLS, IA

CLIENT
 HAWKEYE HOTELS
 1801 INDEPENDENT AVE
 BURLINGTON, IA

REVISIONS

NO.	DATE	DESCRIPTION

AVAILABLE TO: _____

**BUILDING
 ELEVATIONS**

DATE: 11-29-2017
 11:11 AM
 PROJECT NO: 17-038
 SHEET NO: 57

ITEM 12.

11
 ARY

CHANNEL LETTER SPECIFICATIONS
 Channel Letter Specifications:
 - Letter Height: 16" (Standard)
 - Letter Depth: 2 1/2"
 - Letter Spacing: 1/4" (Standard)
 - Letter Color: White (Standard)
 - Letter Finish: Gloss (Standard)
 - Letter Mounting: Surface Mount (Standard)
 - Letter Spacing: 1/4" (Standard)
 - Letter Color: White (Standard)
 - Letter Finish: Gloss (Standard)
 - Letter Mounting: Surface Mount (Standard)

BUILDING SIGNAGE DETAILS

EXTERIOR FINISHES

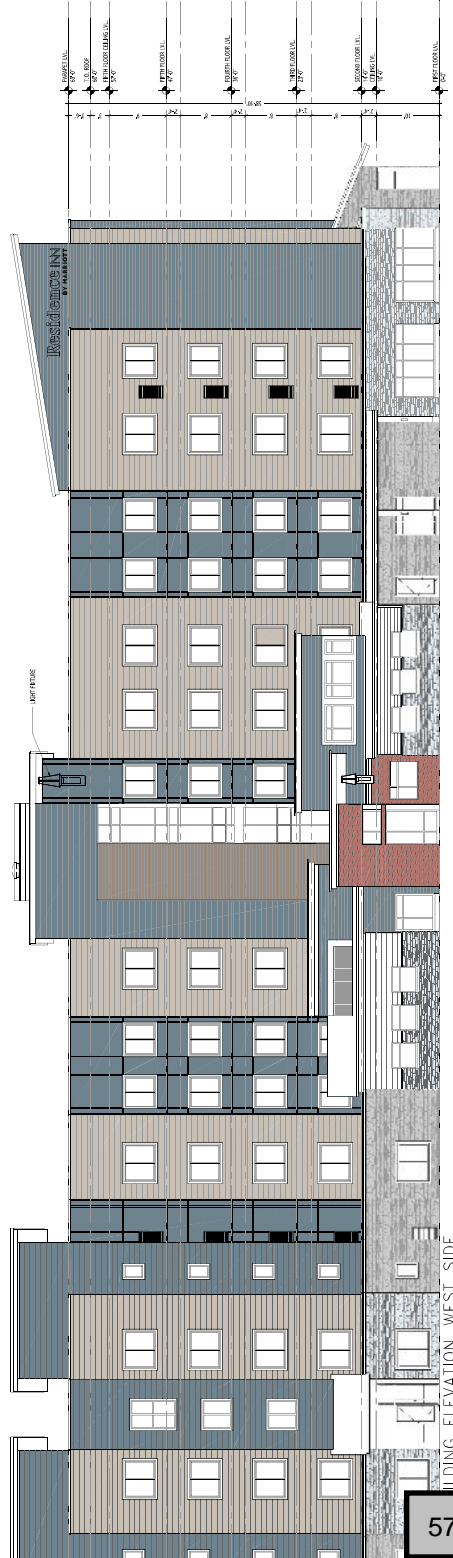
1	BRICK
2	WOOD Siding
3	Stucco
4	EIFS
5	EIFS
6	EIFS
7	EIFS
8	EIFS
9	EIFS
10	EIFS
11	EIFS
12	EIFS
13	EIFS
14	EIFS
15	EIFS
16	EIFS
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97	EIFS
98	EIFS
99	EIFS
100	EIFS



03 BUILDING ELEVATION SOUTH SIDE (INSIDE)
 SCALE 1/8"=1'-0"



02 BUILDING ELEVATION SOUTH SIDE
 SCALE 1/8"=1'-0"



01 BUILDING ELEVATION WEST SIDE
 SCALE 1/8"=1'-0"

REVISIONS

NO.	DESCRIPTION	DATE

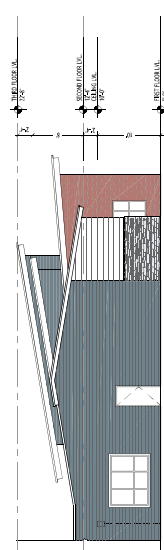
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**BUILDING
 ELEVATIONS**

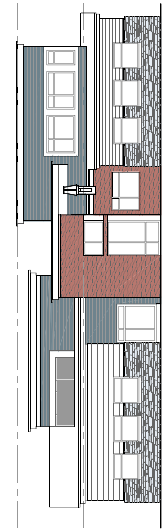
SHEET NO. 12
 SHEET TITLE
 BUILDING ELEVATIONS

EXTERIOR FINISHES

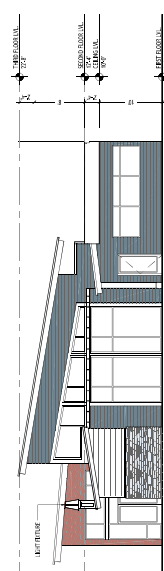
1.01	CONCRETE
1.02	EXTERIOR BRICK
1.03	WOOD Siding
1.04	Dark Blue Siding
1.05	Dark Blue Shingles
1.06	Dark Blue Metal Roof
1.07	Dark Blue Metal Roof
1.08	Dark Blue Metal Roof
1.09	Dark Blue Metal Roof
1.10	Dark Blue Metal Roof
1.11	Dark Blue Metal Roof
1.12	Dark Blue Metal Roof
1.13	Dark Blue Metal Roof
1.14	Dark Blue Metal Roof
1.15	Dark Blue Metal Roof
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1.25	Dark Blue Metal Roof
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1.27	Dark Blue Metal Roof
1.28	Dark Blue Metal Roof
1.29	Dark Blue Metal Roof
1.30	Dark Blue Metal Roof
1.31	Dark Blue Metal Roof
1.32	Dark Blue Metal Roof
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1.36	Dark Blue Metal Roof
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1.38	Dark Blue Metal Roof
1.39	Dark Blue Metal Roof
1.40	Dark Blue Metal Roof
1.41	Dark Blue Metal Roof
1.42	Dark Blue Metal Roof
1.43	Dark Blue Metal Roof
1.44	Dark Blue Metal Roof
1.45	Dark Blue Metal Roof
1.46	Dark Blue Metal Roof
1.47	Dark Blue Metal Roof
1.48	Dark Blue Metal Roof
1.49	Dark Blue Metal Roof
1.50	Dark Blue Metal Roof



03 GATE HOUSE ELEVATION_NORTH_SIDE
 SCALE: 1/8"=1'-0"



04 GATE HOUSE ELEVATION_WEST_SIDE
 SCALE: 1/8"=1'-0"



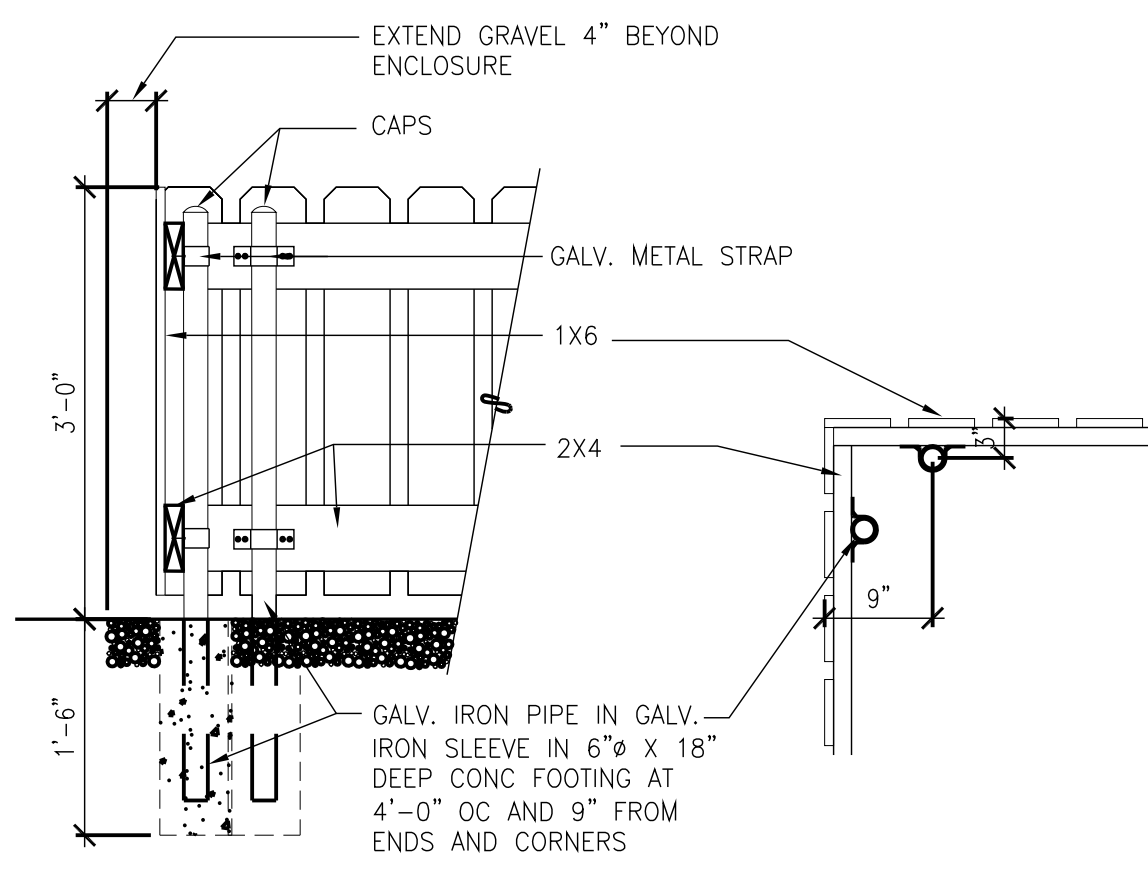
05 GATE HOUSE ELEVATION_SOUTH_SIDE
 SCALE: 1/8"=1'-0"



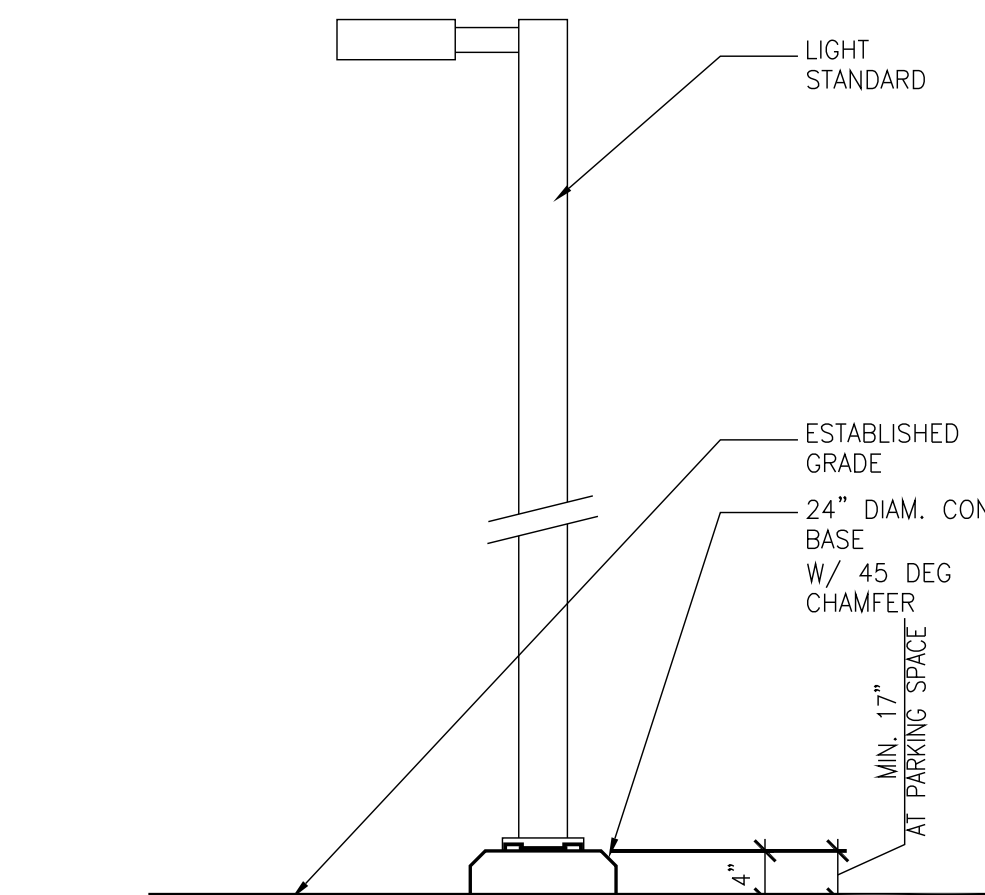
02 BUILDING ELEVATION_NORTH_SIDE
 SCALE: 1/8"=1'-0"



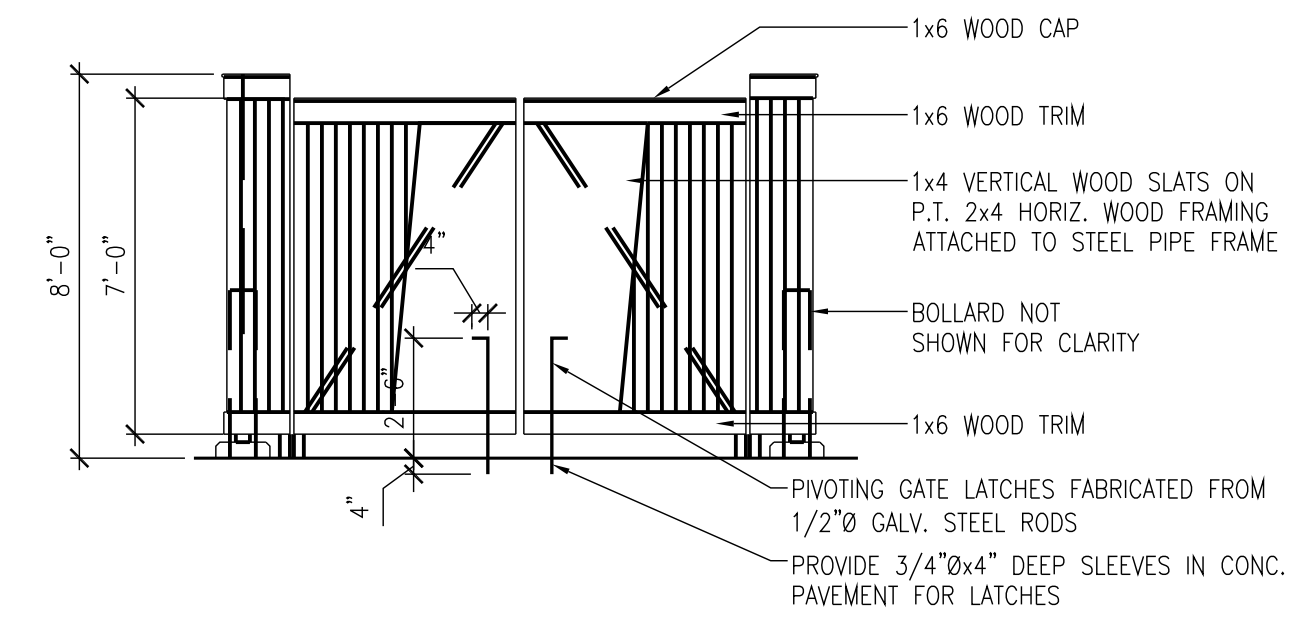
01 BUILDING ELEVATION_EAST_SIDE
 SCALE: 1/8"=1'-0"



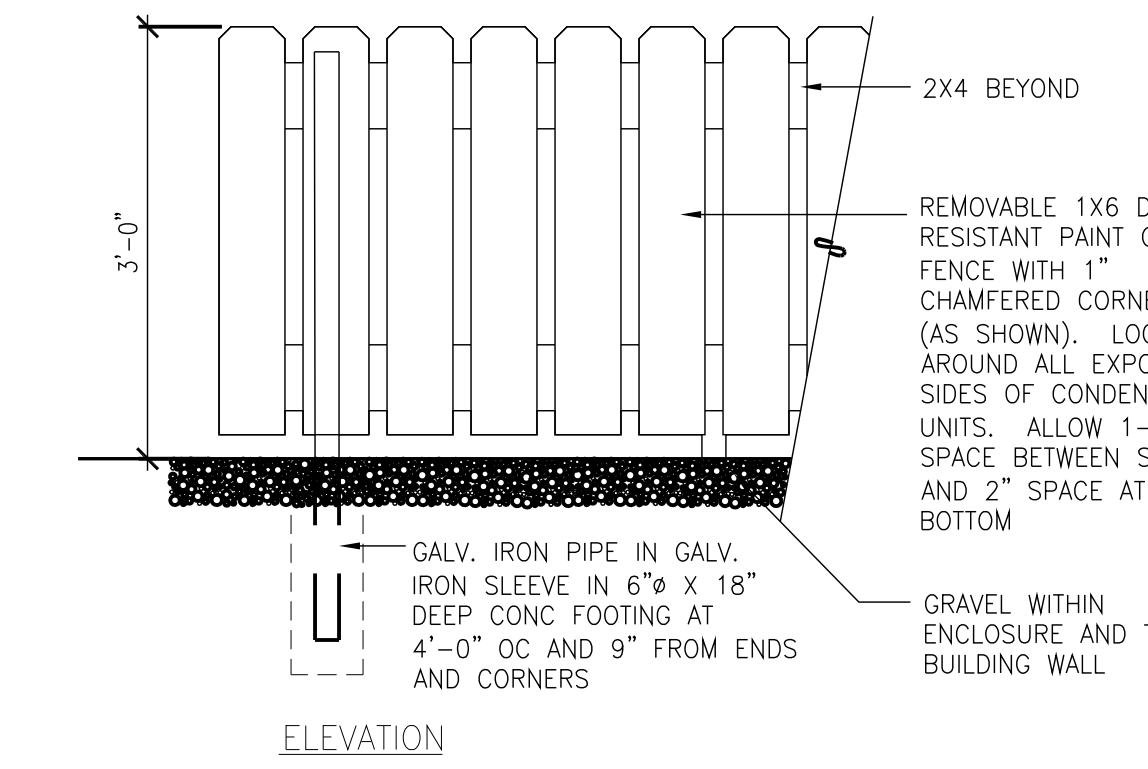
12 CONDENSER FENCE SECTION
SCALE: 3/4" = 1'-0"



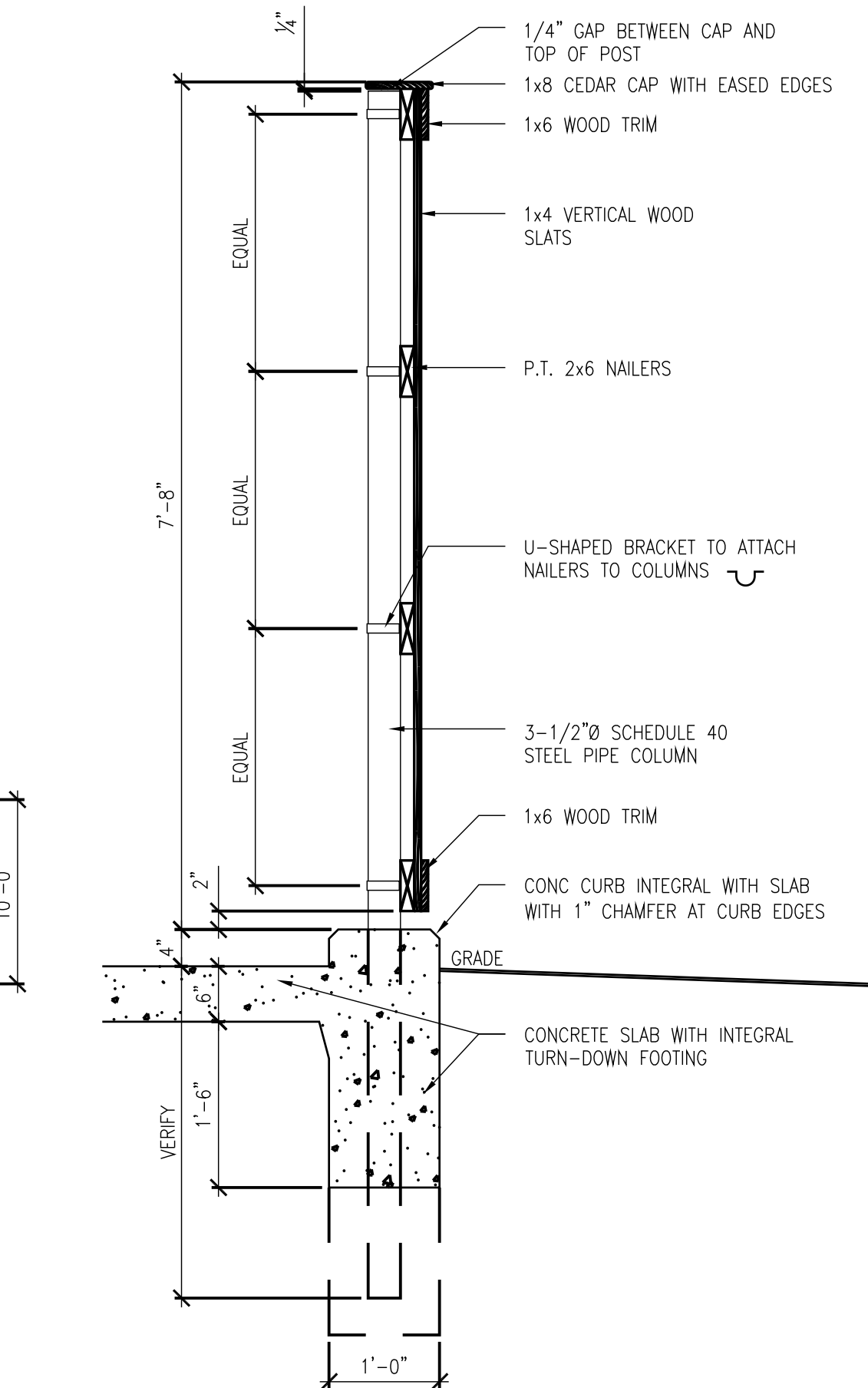
8 SITE LIGHT POLE
SCALE: 3/8" = 1'-0" REFERENCED FROM: 100



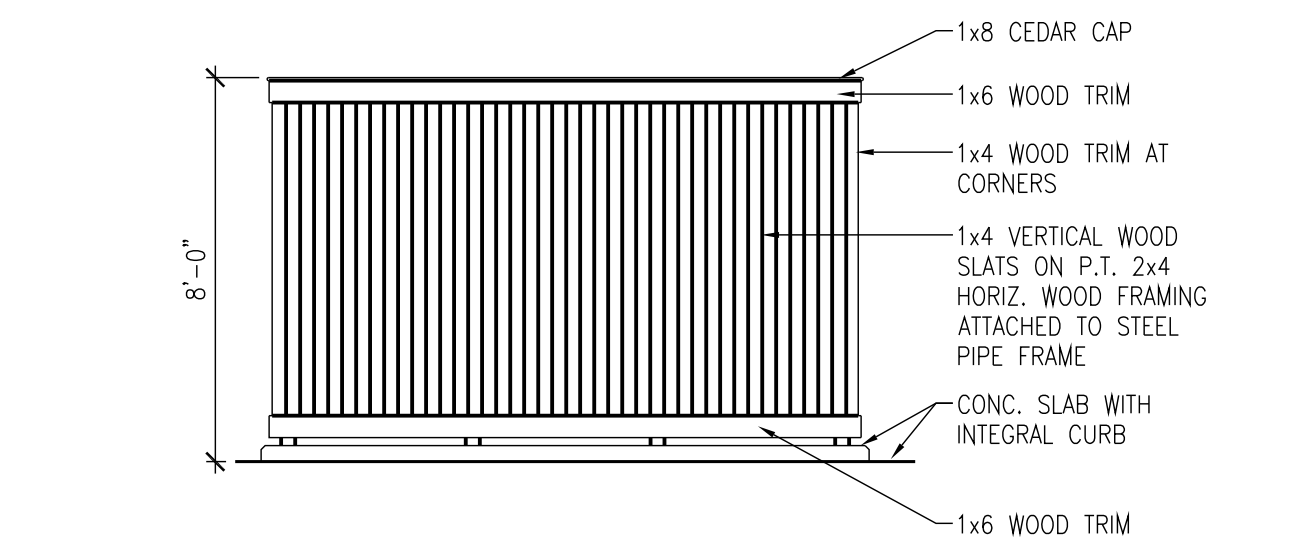
4 TRASH ENCLOSURE FRONT ELEVATION
SCALE: 1/4" = 1'-0"



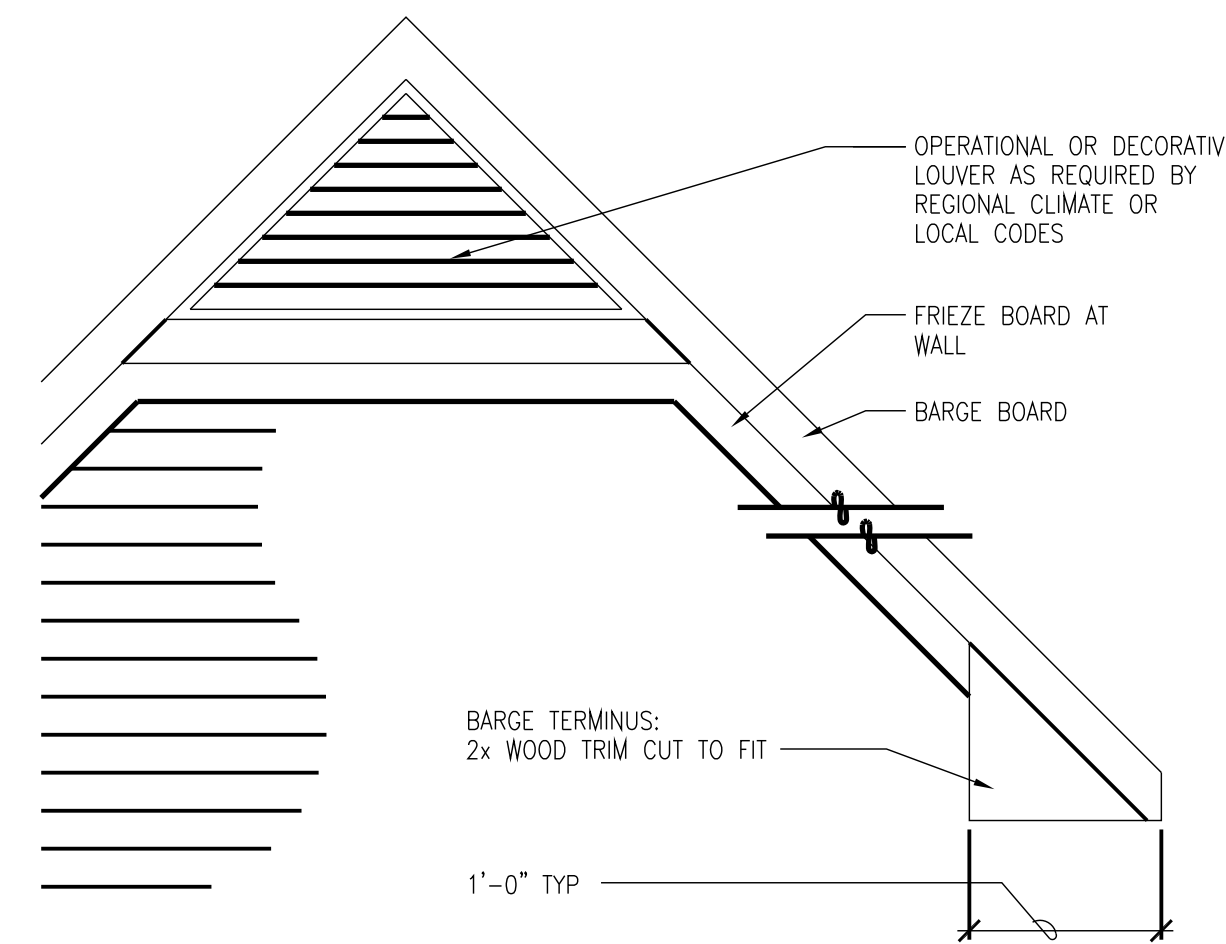
11 CONDENSER FENCE ELEVATION
SCALE: 3/4" = 1'-0"



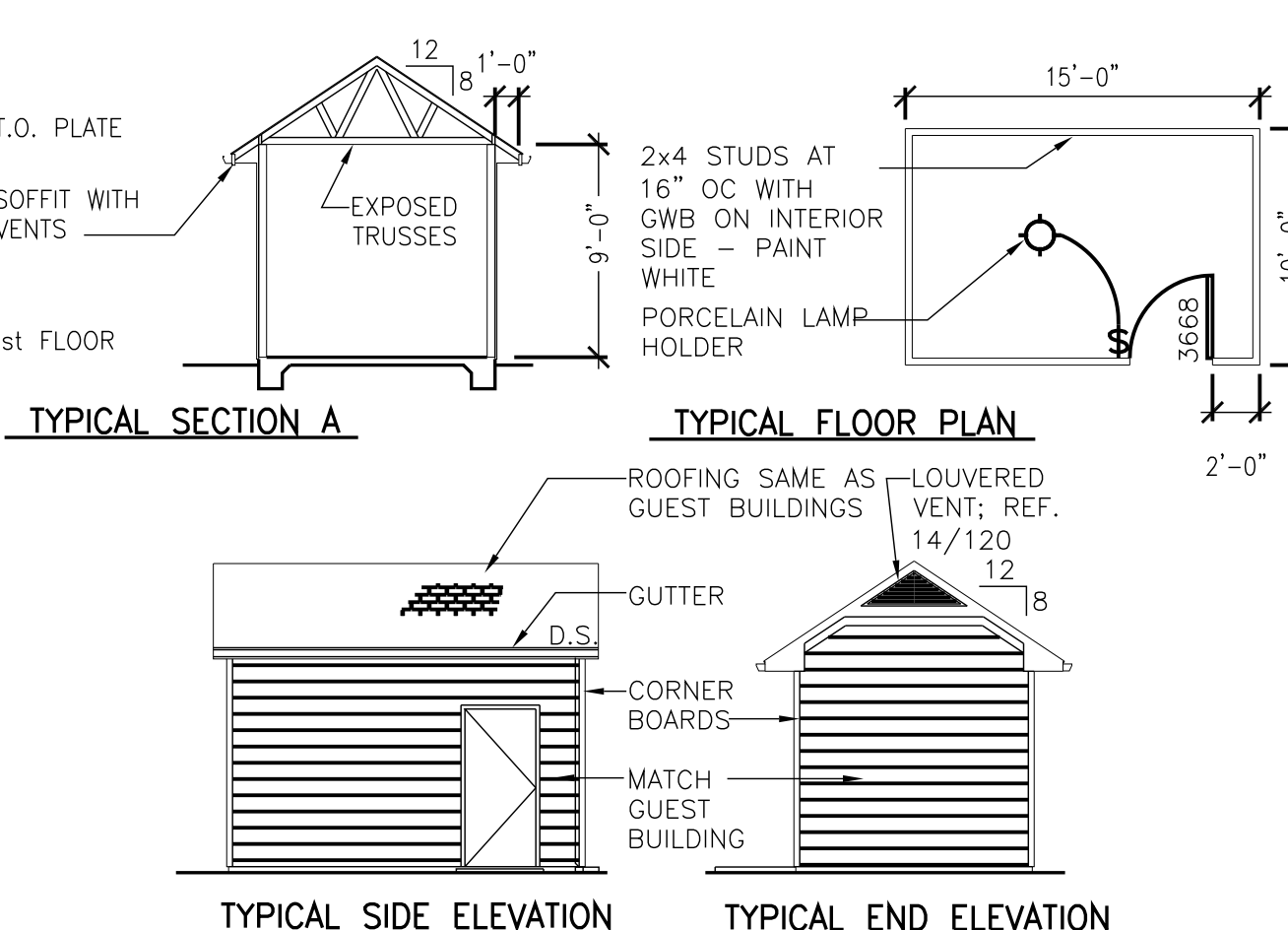
6 TRASH ENCLOSURE SECTION
SCALE: 3/4" = 1'-0"



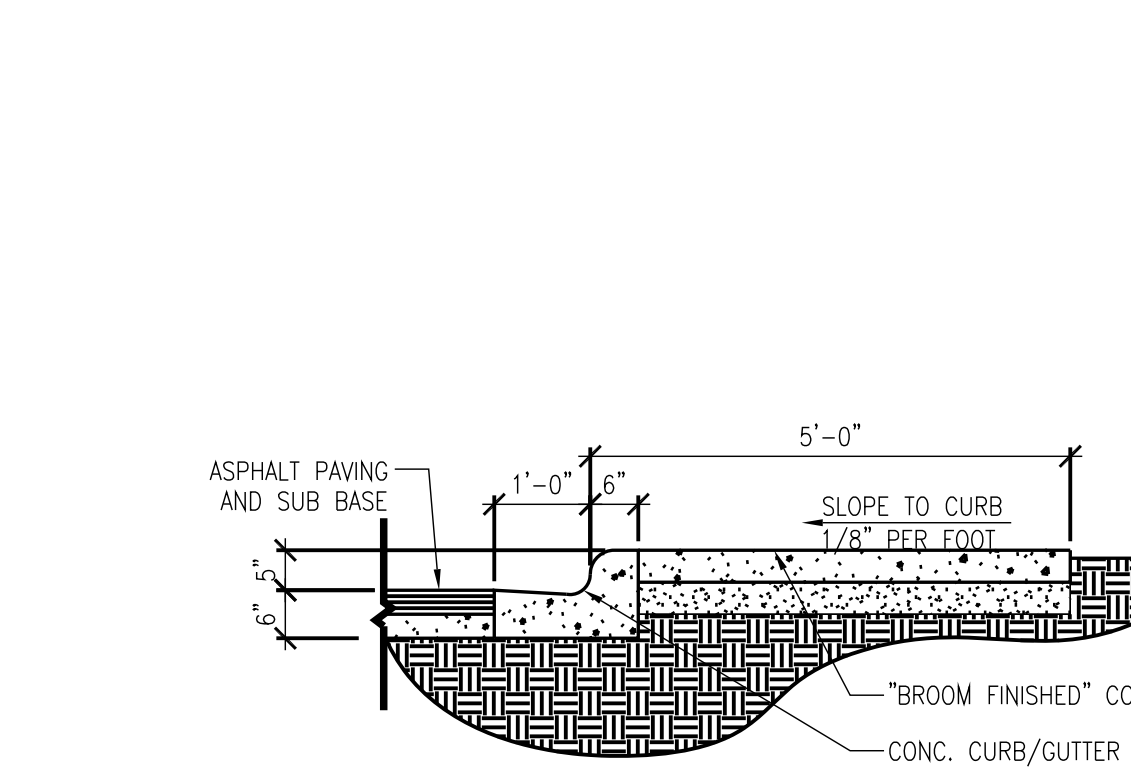
3 TRASH ENCLOSURE SIDE & REAR ELEVATION
SCALE: 1/4" = 1'-0"



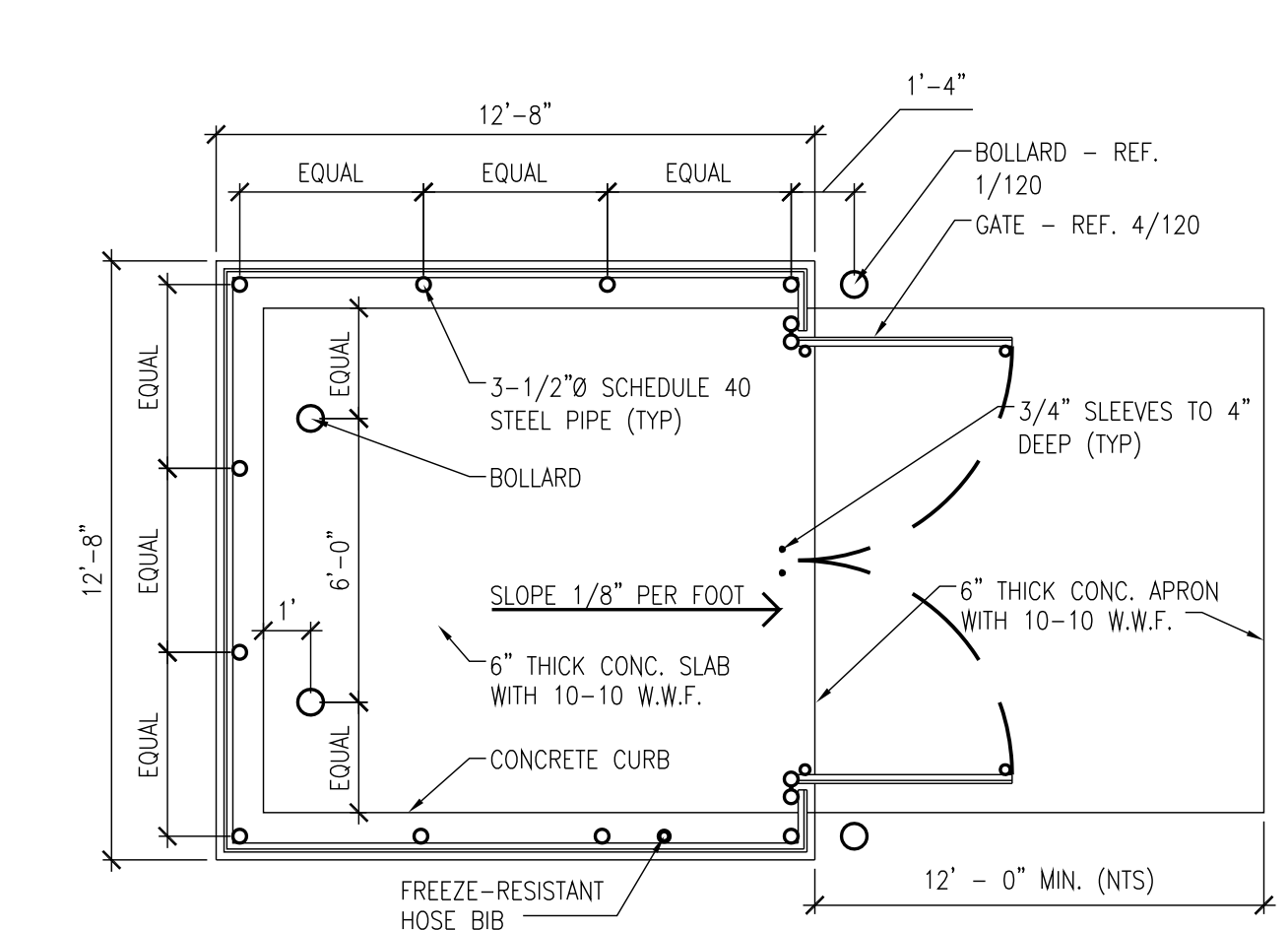
14 LANDSCAPE/STORAGE GABLE VENT
SCALE: 1/2" = 1'-0"



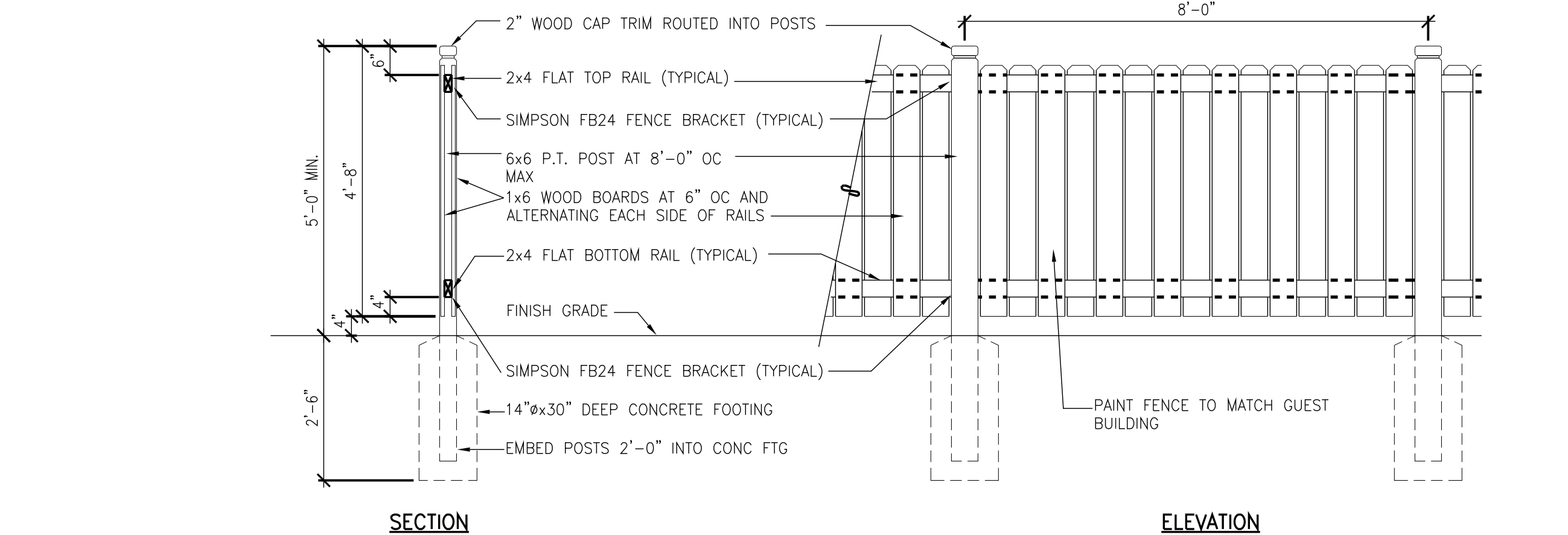
10 LANDSCAPE/STORAGE BUILDING
SCALE: 1/8" = 1'-0" REFERENCED FROM: 100



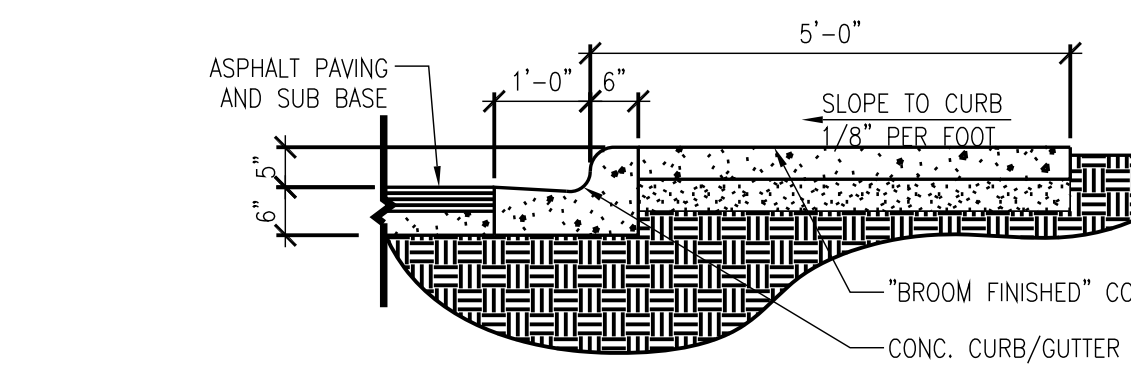
2 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0" REFERENCED FROM: 100



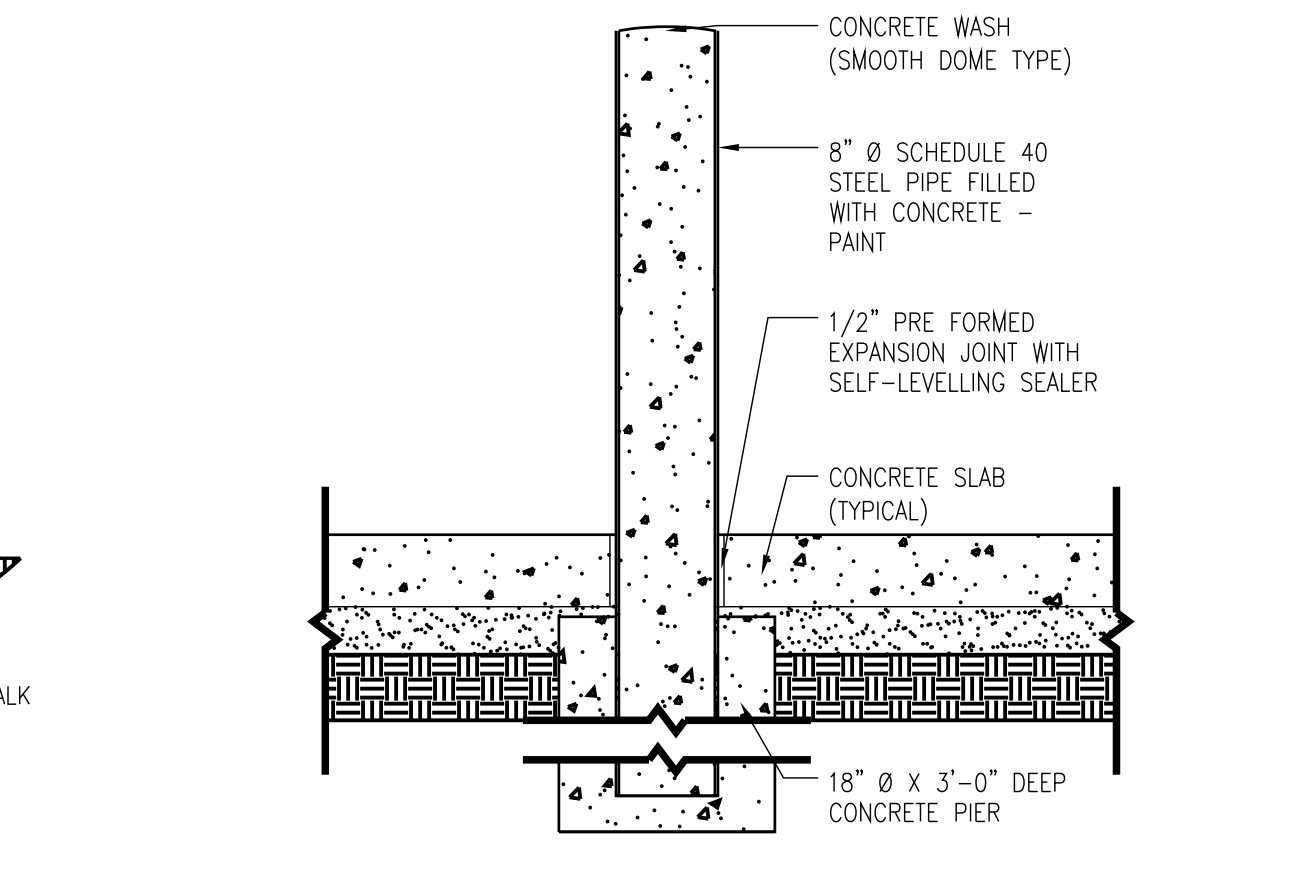
3 TRASH ENCLOSURE SIDE & REAR ELEVATION
SCALE: 1/4" = 1'-0"



13 PERIMETER FENCE SECTION
SCALE: 1/2" = 1'-0"



5 SIDEWALK CURB DETAIL
SCALE: 1/2" = 1'-0"



1 BOLLARD DETAIL
SCALE: 3/4" = 1'-0" REFERENCED FROM: 100

REFERENCE NOTES
1. REFER TO DESIGN STANDARDS, "SITE" CHAPTER FOR MIN REQUIREMENTS RELATED TO THIS SHEET.



DATE: _____ SIGNATURE: _____
NAYAN L.SHAH
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PROJECT TITLE
RESIDENCE INN BY MARRIOTT THE PINES CEDAR FALLS, IA
CLIENT
HAWKEYE HOTELS
1601 N ROOSEWELT AVE BURLINGTON, IA

REVISIONS

NO.	DESCRIPTION	DATE

* - APPLICABLE TO SHEET

DRAWING TITLE

SITE DETAILS

DATE	CONTRACT NO.
10.04.2019	1910
DRAWN	CHECKED
VS	NLS
SCALE	SHEET
AS SHOWN	

A120
PRELIMINARY



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: David Sturch, Planner III *DS*
DATE: February 26, 2020
SUBJECT: Cedar Falls Board of Adjustment
 Rules of Procedure Amendment

Please find attached the Rules of Procedure for the Cedar Falls Board of Adjustment. The Board is governed by the provisions of Chapter 26, of the Cedar Falls Zoning Ordinance.

The Cedar Falls Board of Adjustment has recommended a change to the Rules of Procedure governing said Board. One amendment is to move the date of their regular meeting from the fourth Monday of the month to the third Tuesday of the month. The reason for this change is to move the meetings into the City Council Chambers for a more formal setting. The third Tuesday will not conflict with other regularly scheduled meetings. Other changes in the Rules of Procedure include striking out the need to appoint a Board of Adjustment committee, requiring the Board Chair to vote on a given appeal, posting the Board's decision on the City's website and other minor wordsmithing details. The Board has agreed to these changes and it applies only to the Board of Adjustment Rules of Procedure. This does not involve an Ordinance change but only approval by a City Council Resolution. These amendments were approved by the Board of Adjustment on February 24, 2020.

Therefore, the Planning and Community Services Department recommends that the City Council approve the attached Cedar Falls Board of Adjustment Rules of Procedure in the form of a resolution and authorize the Mayor to sign said rules.

If you have any questions, please feel free to contact me at this office.

xc: Karen Howard, Planning and Community Services Manager

~~March 2020~~ May 2019

CEDAR FALLS BOARD OF ADJUSTMENT RULES OF PROCEDURE

Article I General Governing Rules

The Board of Adjustment (hereinafter referred to as the Board) shall be governed by the provisions of Chapter 414 of the Code of Iowa, Chapter 26, Cedar Falls Code, being the Zoning Ordinance of the city, and the rules of procedures set forth herein, as adopted by the Board and approved by the City Council. No rule herein shall be changed or waived without the affirmative vote of four members of the seven-member Board and the concurrence of the City Council.

Article II Officers, Committees

1. The Board shall elect a chairperson and vice-chairperson annually in the month of January or the next regularly scheduled meeting. The vice-chairperson shall be acting chairperson in the absence of the chairperson. The chairperson may succeed himself or herself only twice.
2. The chairperson (or in his or her absence the vice-chairperson) shall preside at all meetings and hearings of the Board and decide all points of order and procedure. In the event that the Chair and Vice Chair are absent from the meeting, the remaining Board members shall nominate an acting Chair to preside at that meeting. ~~The chairperson shall appoint any committees which may be found necessary, including a committee for preliminary review of appeals. Special Committees may be formed if and when the Chairperson and a majority of the Board deem such Committees necessary.~~
3. A secretary (who need not be a member of the Board) shall be designated by the Board. The secretary shall conduct all correspondence of the Board; keep a minute book recording attendance, the vote of each member upon each question, or if absent or failing to vote, indicating such fact; and records or examinations and hearings and other official actions; and shall fulfill such other official duties as may be assigned by the Board.

Article III Meetings

1. THE REGULAR MEETING of the Board shall be held the ~~third~~ fourth ~~Tuesday~~ Monday of the month at 7:00 p.m., unless meeting needs to be rescheduled due to weather or other unforeseen circumstances, as determined by the City. ~~unless the fourth Monday happens to fall on a scheduled holiday in which case the regular meeting for that month will be conducted on the third Monday at 7:00 p.m.~~ If there is no business scheduled for a regular meeting the secretary shall inform the chairperson who shall determine whether or not a meeting shall be held. The secretary shall

- inform the members of the Board at least 24 hours in advance whether or not a meeting is scheduled.
2. SPECIAL MEETINGS may be called by the chairperson provided that at least 24 hours notice of such meeting is given each member and to the general public.
 3. A QUORUM shall consist of four members of the Board for the transaction of all business including decisions to allow variances and special exceptions.
 4. REPRESENTATION, PERSONAL INTEREST. Neither the secretary nor any member of the Board shall appear for or represent any person or entity in any matter pending before the Board. No member of the Board shall hear, discuss, or vote upon an ~~appeal~~application for a variance, special exception or appeal in which he or she is directly interested in a personal or financial way. Board members shall make every effort to reduce or eliminate ~~to any~~ appearance of a conflict of interest before entering into discussion or voting upon a particular ~~appeal~~request.
 5. CONDUCT OF MEETINGS. All meetings shall be open to the public. The chairperson, or in his or her absence, the vice-chairperson, ~~may administer oaths or compel the attendance of witnesses~~shall preside over the meeting. The order of business at meetings shall be as follows: (a) roll call; (b) review of minutes of previous meetings; (c) ~~reports of committees;~~ (d) unfinished business; (e) hearing of cases; (f) new business; (g) adjourn.
 6. ADJOURNED MEETINGS. The Board may adjourn a regular meeting if all business cannot be disposed of on that day. However, the Board shall give public notice of the resumption of said meeting at least 24 hours before said meeting is reconvened.

Article IV Vacancies

Failure to attend three regular consecutive meeting, or five scheduled meetings within one year (except in case of sickness or temporary absence from the City with due explanation), shall be considered automatic resignation from the Board, and upon such resignation by other means, or other vacancies occurring in office, the chairperson shall inform the Mayor and the City Council as promptly as possible, so that the City Council may appoint a replacement to fill out the unexpired term.

Article V ~~Appeals and Applications: Notice of Hearings; Amendments of Appeals~~Applications

1. Appeals to the Board may be taken by the person affected by any zoning decision of the Zoning Administrator within a reasonable time after the decision involved.
- ~~1.2.~~2. ~~The appeal~~Applications for variances, special exceptions, and appeals shall be filed with the Zoning Administrator in a form established by the Board of Adjustment, and

all pertinent information required thereon shall be furnished with payment of an appeal fee as determined by the ~~Board and~~ City Council before the appealapplication is considered filed.

~~2.3. The secretary shall as promptly as possible inform any appointed committee for preliminary review concerning the appeal, and the committee may either discuss the matter with the applicant if the applicant desires or proceed directly to order public notice and hearing. If the appeal is withdrawn before the public hearing is conducted the appeal fee minus any public notice costs shall be returned to the applicant.~~

If the applicant elects to withdraw the appealapplication at this or any other stage before final determination by the Board, this fact shall be noted on the application, with the signature of the applicant attesting withdrawal. The original and one copy shall be retained by the secretary for the files of the Board and one copy shall be returned to the applicant.

~~If the appeal is not withdrawn, the committee for preliminary review, if established, may request the applicant to provide such additional information, not furnished on the form, as may be needed to determine the particular case (which information shall be provided by the applicant before decision is made by the Board) and shall instruct the secretary to proceed with public notice of a hearing on the case.~~

4. The public notice shall be published once, not less than seven (7) nor more than fourteen (14) days before the date of hearing, in a newspaper having general circulation in the city.

~~3.5. In addition, On an appeal of an administrative decision,~~ the appealing party shall submit to the secretary of the Board ten calendar days prior to the hearing a petition signed by adjacent property owners as set out by the Cedar Falls Code of Ordinances, Section 26-62. The notice shall state the name of the appellant, the location of the property, the action requested, and the time and place of the hearing.

4.6. Amendment of an appealapplication by the applicant may be permitted at any time prior to or during the public hearing, provided that no such amendment shall be such as to make the case substantially different from its description in the notice of public hearing. Substantially different shall mean a change whereby the appealapplication request is increased so that the appealrequest, if approved, would result in a greater impact upon neighboring properties. If an amendment is requested by the applicant after public notice of the hearing has been given, and such amendment is substantially different from the information set forth in the public notice, the applicant shall pay an additional fee to cover the amended public notice as determined by the Board and City Council. Said amended notice shall be published one time only. If the amended notice can be published five calendar days prior to the hearing originally scheduled, the hearing on the amended appealapplication may be held on that date, otherwise the chairperson shall announce that the hearing originally scheduled on the case will be

deferred to a future meeting, before which appropriate public notice will be given, and will state the reasons for deferral.

Article VI Hearing

1. An ~~appeal~~application for variance, special exception, or appeal shall be heard at the next regular meeting of the Board unless the ~~appeal~~application is withdrawn. ~~Appeals may be heard in order of receipt of applications or as determined by the Board.~~
2. At the public hearing, the applicant or any other party may appear on his or her own behalf or be represented by an agent or by an attorney.
3. Order of the hearing shall be:
 - a. Statement of case by city staff.
 - b. Supporting argument by applicant or the applicant's agent or attorney.
 - c. Supporting arguments by others at the hearing.
 - d. Opposing arguments by persons at the hearing.
 - e. Rebuttal by those supporting ~~appeal~~the application (other than applicant).
 - f. Rebuttal by those opposed to ~~appeal~~the application.
 - g. Final rebuttal by applicant.

Witnesses may be called and factual evidence and exhibits submitted.

The chairperson may establish appropriate time limits for arguments, but such time limits shall be equal for both sides. The chairperson may request representatives of each side to speak for the entire group or portion of the group, but shall not require such representation against the wishes of the group involved.

Article VII Decisions

Final decisions by the Board ~~on an appeal~~ shall be made no later than 14 days~~the conclusion of the next scheduled meeting~~ following the public hearing at which it was considered. The decision shall be in the form of a resolution, signed by a Board officer and will be posted on the City's website. Any resolution reversing an order, requirement, decision, or determination of the Zoning Administrator or deciding in favor of the applicant on any special exception or variance, shall require the concurring vote of four (4) members of the Board. Failure to pass such resolution with the concurring vote of four (4) members of the Board shall constitute automatic denial of the ~~appeal~~requested variance, special exception, or appeal.

~~The chairperson may, but is not obligated to, vote on any given appeal. The chairperson may vote in the case of a tie or otherwise where a vote of the chair will influence the outcome of the decision. The chairperson shall vote, however, in those situations where the chair presides over a meeting where a total of four Board members are present including the chairperson.~~

The resolution shall ~~showlist~~ showlist the ~~reasons for the determination made,~~ Board's findings of fact and conclusions based on the findings of fact on which the decision was made, and if in favor of the applicant, shall set forth any conditions or safeguards required, or any time limitations prescribed.

Notation concerning the decision shall be made on the original application. The original copy of the application, together with the original resolution, shall remain in the files of the Board. The applicant shall be notified in writing of the decision of the Board.

Article VIII Appeals/Re-Hearing

Final decisions by the Board may be appealed by any interested party to a court of record as outlined in State Code Section 414.15. Applications for re-hearing of the same application before the Board shall be discouraged. Application for re-hearing must be submitted in the original manner including full submittal of nonrefundable fee.

The Board shall not accept an application for re-hearing if the application contains no substantial change in facts, evidence or conditions. An application for re-hearing that contains substantial change in facts, evidence or conditions can be reviewed by the Board only upon a motion and second from the prevailing side at the original hearing. The motion to reconsider the application shall be approved by at least four (4) members of the Board.

These rules of procedure are adopted by the Board of Adjustment on _____ day of _____, 2020

Amy Lang, Chair

ATTEST: _____
David Sturch, Secretary

Approved by the City Council on _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE RULES OF PROCEDURE FOR THE CEDAR FALLS BOARD OF ADJUSTMENT ON THE REGULAR MEETING TIME, BOARD COMMITTEES, VOTING PROCEDURES, AND THE POSTING OF THE BOARDS DECISION

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a recommendation from the Cedar Falls Board of Adjustment to approve amendments to the Rules of Procedure on their meeting time, voting by the Board Chair and the posting of the decision by the Board on the City’s website; and

WHEREAS, the Cedar Falls Board of Adjustment approved said amendments to the Rules of Procedure; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa to approve the meeting time, voting by the Board Chair and the posting of the Board’s decision on the City’s website amendments to the Rules of Procedure for the Board of Adjustment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Cedar Falls Board of Adjustment Rules of Procedure amendments are hereby approved.

ADOPTED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



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: David Sturch, Planner III *DS*
DATE: February 26, 2020
SUBJECT: Transportation Alternatives Program (TAP) Funding Request
 Lake Street Trail Project

The Department of Community Development is planning to install new concrete on the Lake Street trail from Central Avenue to the Big Woods north parking lot. This concrete surface will cover the existing granular surface to create a smooth surface for pedestrians and cyclists.

The City intends to submit a request to fund this trail project with Transportation Alternatives Program (TAP) funds through the Black Hawk County Metropolitan Area Policy Board (MPO). This project qualifies for federal TAP and the attached resolution identifies the City's commitment to this project. This endorsement is part of the application process for this trail project. This project is listed in the FY 20-25 Capital Improvements Program.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to submit an application for Transportation Alternatives Program funds for the construction of the Lake Street trail.

If you have any questions, please feel free to contact this office.



APPLICATION FORM FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

General Information

Regional Planning Affiliation (RPA)/ Metropolitan Planning Organization (MPO): Iowa Northland Regional Council of Governments (INRCOG)

Eligible Sponsor/ Applicant Agency: City of Cedar Falls, Iowa

Contact Person (Name and Title): David Sturch, Planner III

Street Address and/ or P.O. Box Number: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613

Phone Number: 319-273-8600 E-mail: David.Sturch@cedarfalls.com DUNS No.: 169846912

If more than one Agency or Organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second Agency. (Attach an additional page if more than two agencies are involved.)

Applicant Agency:

Contact Person (Name and Title):

Street Address and/ or P.O. Box number:

City: State: ZIP Code:

Phone Number: E-mail: DUNS No.:

Project Information

Project Title: Lake Street Trail Project

Project Description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)

This project includes the paving of an existing granular trail along the south side of Lake Street from Central Avenue to the Big Woods Lake north parking lot. This trail is the only route for the residents of North Cedar to access the Big Woods Lake Recreational Area. Paving the trail has long been a priority of the North Cedar Neighborhood Association. This project is identified in the City's CIP for design and construction over the next two years. However, if TAP funds become available for this project, the schedule will be adjusted according to the program year.

If this project includes construction of a trail, what is the length of the trail in miles?: 0.6

If this project includes land acquisition, how many acres?: 0

[] Safe Routes to School (SRTS) project (All information required by Attachment B must be included with this application.) If a construction project, is this project located within 2 miles of a primary or middle school (grades K-8)? [] Yes [] No

[] Iowa Byways project Is this project located within a designated scenic or historic byway corridor? [] Yes [] No If yes, has the project been endorsed by the appropriate byway board? [] Yes [] No

Will this project be open to the public?: [] Yes [] No

Do you intend to charge a fee to users?: [] Yes [] No If yes, how much will the fee be and how will the revenue be used?

Estimated Project Costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost _____

Preliminary design/engineering cost \$20,000.00

Utility relocation cost _____

Construction engineering cost \$25,000.00

Construction cost \$350,000.00

Indirect cost (if applicable) _____

Noninfrastructure cost (SRTS only) _____

Other (please specify) _____

Total cost \$395,000.00

Iowa's TAP program funding request \$316,000.00

Applicant match (20 percent minimum) \$79,000.00

	Applicant match source	Amount	Assured or anticipated (date anticipated)
1.	City GO Bonds	\$79,000.00	July 2022
2.			
3.			

Are any state funds involved in this project? Yes No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? Yes No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)

Estimated Project Development Schedule

Design	Start date <u>Nov 1, 2021</u>	Completion date <u>Apr 1, 2022</u>
Land acquisition	Start date _____	Completion date _____
Construction	Start date <u>Jul 1, 2022</u>	Completion date <u>Nov 30, 2022</u>
Noninfrastructure	Start date _____	Completion date _____

Has any part of this project been started? Yes No

If yes, please explain.

Documentation and Narrative Information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

- A. A **NARRATIVE** discussion of the project. Please **limit to five pages** in length. Your narrative should incorporate answers to the following questions.
- What is the project? Provide a clear description of the concept of the proposed project, including such information as existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. For a nonconstruction project, provide a summary of the planned activities to be part of the project with a description of each. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.
 - Why is the project needed? Provide adequate project justification based on existing or estimated future use of the facility. If the project is a SRTS project, your discussion should address the existing hazards to walking or biking to school and how your project will mitigate these hazards.
 - If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest? This may include a description of how the project will assist older citizens, the economically disadvantaged, persons with disabilities, nondrivers, or other special populations or groups to access the transportation system.
 - How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation facility? If this is a regional project, what is its value to your region and how will it be a functional addition to the transportation system and region as a whole if no additional development funds are received? If this is a statewide or multiregional project, assess the value of this project from a statewide or multiregional perspective.
 - If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future? Keep in mind that the discussion of other completed or future phases of your project should not be the focus of your application or this narrative.
 - How ready is your project to begin? For example, is all funding in place or are some initial steps completed (e.g., environmental studies, preliminary design)? If some parts of the project have already been started, describe how that head start will allow your project to move quickly once awarded.
 - Are there environmentally sensitive or culturally significant areas that may be affected by your project? If so, how might those areas influence your project's ability to gain compliance with Section 106 or National Environmental Policy Act of 1969 requirements?
 - To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation plan?
- B. A **DETAILED MAP** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. If the project is a SRTS project, the map shall indicate the K-8 school(s) to be served by the project, show a 2-mile radius of the school, identify neighborhoods served by the school, and hazards for children to walk or bike to school. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. **Limit map sizes to no larger than 8.5-by-11-inches.**

- C. A **SKETCH PLAN** of the project, including cross section for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)
- D. **DIGITAL PHOTOGRAPHS (limit to five)** that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.
- E. An **ITEMIZED BREAKDOWN** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A. The itemized breakdown should reflect costs in the planned project execution year estimated in your time schedule provided as part of item F below. It is preferable that this breakdown be provided by a licensed professional. If not, it is the responsibility of the applicant to explain the rationale and source of the assumptions used to develop the cost breakdown to allow a reviewer to have confidence in their accuracy.
- F. An estimated **TIME SCHEDULE** for the total project development. Local Project TAP program funded projects will be required to be programmed within the next four-year Transportation Improvement Program (TIP) window. Once programmed, a project funding agreement will be executed and projects will be required to submit a concept statement and initiate preliminary plans within the programmed year. Projects will be required to be let within two years of funds being available (programmed) to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.
- G. An **OFFICIAL ENDORSEMENT** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.
- H. If applicable, a **LETTER OF SUPPORT** of the project from the scenic or heritage byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will also have a statewide or multiregional impact, and whether the project is included in the byway's current corridor management plan.
- I. If applicable, the **ITEMS LISTED IN ATTACHMENT B** shall be provided. If this project application is for a SRTS project, the applicant will complete and address the items provided in Attachment B, which are required only if the project is applying as a SRTS project. Failure to provide this information may result in the project not being considered as a SRTS project under the Statewide TAP program.
- J. A **NARRATIVE** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.
- K. A **LETTER OF SUPPORT** from the Iowa DOT's district office if the project will include construction within Iowa DOT right of way.
- L. A completed **MINORITY IMPACT STATEMENT**.

The award of Iowa's TAP program funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Cedar Falls _____

Robert M. Green, Mayor, City of Cedar Falls, Iowa _____

Typed Name and Title



Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
- Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which groups are impacted.

- Women
- Persons with a disability
- Blacks
- Latinos
- Asians
- Pacific Islanders
- American Indians
- Alaskan Native Americans
- Other _____

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

The proposed trail project will improve access on Lake Street for all persons irrespective of race, gender, or ability. No disproportionate or unique impacts on minority persons are expected.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name _____

Title Robert M. Green, Mayor

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS**ATTACHMENT A**

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (e.g., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.
- Typical cost per lineal foot of sidewalk.

Design/Inspection costs

These may be estimated based on the following typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (i.e., track, pipe, electrical lines).
- Typical cost per installation (i.e., railroad switches, utility poles, transformers, control boxes).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT B

For Safe Routes to School (SRTS) projects only.

1. Provide the following information about the affected school and student population. (To answer items f, g, h, and i below, use the data collection forms, tips, and instructions provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> to gather the necessary data. **Do not** send your survey forms with this application.)
 - a) School name
 - b) Grades of students at school
 - c) Number of students at school
 - d) Number of K-8 students at school
 - e) Distance eligibility for riding a bus (radius) in miles
 - f) Number of K-8 students who currently walk to school
 - g) Number of K-8 students who currently bicycle to school
 - h) Number of K-8 students currently driven to school
 - i) Number of K-8 students currently bused to school
 - j) Number of K-8 children eligible for busing
 - k) Number of K-8 students who attend this school and live within 2 miles of the school

2. A narrative discussing your plans for evaluating the success of the project. The SRTS program goal is to enable and encourage more children to walk and bicycle to school. How will you measure your success? What method will you use to determine whether more children are walking and bicycling to school? What are your specific user goals for this project? Your plans for measurement should minimally include using the student survey forms provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> **to gather before and after figures for the number of K-8 students who are:**
 - a) Walking to school.
 - b) Bicycling to school.
 - c) Driven to school.
 - d) Bused to school.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, APPROVING APPLICATION TO THE BLACK HAWK COUNTY METROPOLITAN AREA TRANSPORTATION POLICY BOARD FOR IOWA’S TRANSPORTATION ALTERNATIVES PROGRAM FUNDING AND DIRECTING EXECUTION OF SAID APPLICATION BY THE CEDAR FALLS CITY COUNCIL

WHEREAS, the Lake Street Trail project has been identified as a critical project for the City of Cedar Falls; and

WHEREAS, funding assistance is available through the Black Hawk County Metropolitan Area Transportation Policy Board’s Iowa’s Transportation Alternatives Program (TAP), and the City of Cedar Falls is in need of such assistance in order to complete this project; and

WHEREAS, it is in the best interest of the City of Cedar Falls to avail itself of financial assistance through the Iowa’s Transportation Alternatives Program as administered by the Black Hawk County MPO; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Cedar Falls, Iowa, as follows:

- 1) The Iowa’s TAP application for the Lake Street Trail project is hereby approved and endorsed by the City Council of Cedar Falls, Iowa.
- 2) The improvement provided for in this application will be dedicated to public use and adequately maintained by the City of Cedar Falls for a minimum of twenty years.
- 3) The City of Cedar Falls assures the Black Hawk County Metropolitan Area Transportation Policy Board that funds for the match have been or will be committed to the Iowa’s TAP project by the fiscal year programmed.
- 4) The Mayor is hereby designated as the official representative of the City and is further hereby directed and authorized to affix their signature to said application.

PASSED AND ADOPTED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



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: David Sturch, Planner III *DS*
DATE: February 26, 2020
SUBJECT: Surface Transportation Block Grant Programming Funding Request
 Main Street Reconstruction

The Department of Community Development is planning the reconstruction of Main Street from W. 6th Street to Seerley Boulevard, currently planned in our Capital Improvements Plan to kick off in a couple of years.

As we prepare for this future project, staff is considering outside funding sources that might be a good fit. This project qualifies for federal Surface Transportation Block Grant funds (STBG). The City intends to submit a request for STBG funds through the Black Hawk County Metropolitan Area Policy Board (MPO) for the design and construction of this roadway. The attached resolution identifies the City's commitment to this project. This endorsement is part of the application process for this reconstruction project. This project is listed in the FY 20-25 Capital Improvements Program.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to submit an application for Surface Transportation Block Grant funds for the design and construction of Main Street.

If you have any questions, please feel free to contact this office.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, APPROVING APPLICATION TO THE BLACK HAWK COUNTY METROPOLITAN AREA TRANSPORTATION POLICY BOARD FOR SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FUNDING AND DIRECTING EXECUTION OF SAID APPLICATION BY THE CEDAR FALLS CITY COUNCIL

WHEREAS, reconstruction of Main Street has been identified as a critical project for the City of Cedar Falls; and

WHEREAS, the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) provides Surface Transportation Block Grant (STBG) Program funds on a competitive basis for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects; and

WHEREAS, it is in the best interest of the City of Cedar Falls to avail itself of financial assistance through the Surface Transportation Block Grant Program as administered by the Black Hawk County MPO.

NOW THEREFORE, BE IT RESOLVED by the City Council of Cedar Falls, Iowa, as follows:

- 1) The STBG application for the Main Street reconstruction project is hereby approved and endorsed by the City Council of Cedar Falls, Iowa.
- 2) The improvement provided for in this application will be dedicated to public use and adequately maintained by the City of Cedar Falls.
- 3) The City of Cedar Falls assures the Black Hawk County Metropolitan Area Transportation Policy Board that funds for the local match have been or will be committed to the STBG project by the fiscal year programmed.
- 4) The Mayor is hereby designated as the official representative of the City and is further hereby directed and authorized to affix their signature to said application.

PASSED AND ADOPTED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



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

INTEROFFICE MEMORANDUM
Administration Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Karen Howard, AICP, Planning and Community Services Manager
DATE: March 2, 2020
SUBJECT: HOME Rehabilitation Project – Bid Opening
 827 W. 4th Street – Project #1-20-679

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds that support several programs, including housing rehabilitation and repair for income-qualifying residents. Cedar Falls participates in a HOME Consortium with the City of Waterloo, which is the lead entity and administrator of HOME funds for both cities.

In January 2020, bids were let for a rehabilitation project for a home at 827 W. 4th Street in Cedar Falls. The City of Waterloo, with the assistance of Cedar Falls staff, has determined that the property and its owner meet HOME program requirements. The rehabilitation project will improve living conditions for the residents of the home and bring the home into code compliance. The project includes repairs and replacement of windows, doors, stoop, gutters and downspouts on the exterior of the home; and electrical, plumbing, and fire safety improvements on the interior of the home.

On Tuesday, February 18, 2020 at 10:00 AM, bids were received and opened for this HOME rehabilitation project. Bid results are shown in the table below. Permit amounts have been added to each bid total to show the total contract amount for each bid.

827 W. 4th Street	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>	<i>Permits</i>	<i>Total Contract Amount, if awarded</i>
Daniels Home Improvement – base bid	\$15,150	\$11,900	\$3,250	\$273.00	\$15,423.00
Kirvan Enterprises LLC – base bid	\$18,050	\$13,350	\$4,700	\$316.25	\$18,366.25
Daniels Home Improvement – with alternates	\$18,200	\$14,950	\$3,250	\$316.25	\$18,516.25
Kirvan Enterprises LLC – with alternates	\$18,800	\$14,100	\$4,700	\$316.25	\$19,116.25

City staff recommends including two items in the contract award that were listed as alternates in the bidding documents:

- Replace bathroom flooring after the tub is removed and a new shower installed
- Replace the front concrete steps

The Inspector's cost estimate for the Scope of Work, including permit costs and the two alternates listed above, was \$16,572.25. With permit costs included, Daniels Home Improvement submitted the low bid in the amount of \$18,516.25 for 827 W. 4th Street.

The Housing Commission reviewed and approved the proposed scope of this rehabilitation project at their December 10th meeting.


RECOMMENDATION:

As a result of the competitive bids, the Community Development Department recommends acceptance of the low bid and entering into a contract with Daniels Home Improvement in the amount of \$18,516.25 for 827 W. 4th Street.

Please let me know if you have questions.

XC: Stephanie Houk Sheetz, Director

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between David Shepek, hereinafter referred to as the "Owner" and  hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 827 W. 4th Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 1-20-679 of the Community Development Block Grant Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and

omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics

and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ 18,516.25 for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with

the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national

origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

REHABILITATION CONTRACT
Project # 1-20-679
1/21/20

CONTRACTOR

Daniel Home Improvement
Contractor Firm Name
3358 Bristol Road
Contractor's Address
Waterloo, Iowa - 50701
City, State, Zip
for 319-833-9277
Contractor's E-mail

[Signature]
Signature of Contractor
2-21-2020
Date of Acceptance

CITY OF CEDAR FALLS, IOWA

ACCEPTANCE BY OWNER(S)

David Shepek
Owner(s) Name
827 W. 4th Street
Owner's Address
Cedar Falls, IA 50613
City, State, Zip
Owner's E-mail

Owner's Signature
Owner's Signature
Date of Acceptance

By: Rob Green, Mayor

ATTEST:

By: Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2020, before me a Notary Public in and for said County, personally appeared Rob 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 Municipal Corporation, 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 Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation 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 Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County, Iowa

REHABILITATION CONTRACT
Project # 1-20-679
1/21/20

Exhibit A
Housing Rehabilitation Project Write Up
827 W. 4th Street, Cedar Falls, IA 50613

David Shepek
 827 W. 4th Street (Built 1955)
 Cedar Falls, IA 50613

Bidders must attend a pre-bid meeting on Wednesday, 2/5/20 at 10:00 am.

Line Item	Scope of Work	Rehab Spec Manual Section	Bidder's Cost
ELECTRICAL			
<i>Center</i> 1	Install one battery operated dual sensor smoke detector in the basement, and one combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). Install GFIs in the existing kitchen countertop outlets. Install a new GFI outlet in the bathroom.	1900	2,160.00
PLUMBING			
<i>B</i> 2	Replace the bathtub with a heavy duty fiberglass 60" wide shower stall, include a faucet/shower head, supply lines with shut off valves and a trap.	1800	2,500.00
HEATING			
<i>B</i> 3	Replace the two sections of galvanized pipe on the furnace gas line with black pipe.	1800.2	575.00
INTERIOR			
<i>Don</i> 4	Repair and paint the bathroom walls and ceiling after the shower stall installation. Requires Lead Safe Work Practices	1200	680.00
<i>Don</i> 5	Remove the bathroom window, frame in, insulate and cover with sheetrock on the interior. Cover the exterior with sheathing. Requires Lead Safe Work Practices	600	875.00
<i>meil</i> 6	Scrape and paint the exterior side of the front door including the frame. LEAD HAZARD ITEM	1300	275.00
EXTERIOR			
<i>meil</i> 7	Replace any cracked glass in all the windows in the house and garage. Remove all loose and cracked window putty and reputty. Requires Lead Safe Work Practices	900.54	75.00
<i>meil</i> 8	Remove all loose paint on windows, and re-paint the sashes and jambs. LEAD HAZARD ITEM	1300	1,275.00
<i>meil</i> 9	Replace the wood <u>storm</u> windows with aluminum combination <u>storm</u> windows. Requires Lead Safe Work Practices	900.53	1,500.00
<i>Center</i> 10	Repair the siding where the bathroom window was removed, match existing siding as close as possible.	500	650.00
<i>meil</i> 11	Cover the fascia, soffit, door and window trim with aluminum on the house and garage. Requires Lead Safe Work Practices	500	1,275.00
<i>meil</i> 12	Install gutters and downspouts on the house and garage.	2000.2	1,150.00
<i>meil</i> 13	Install an aluminum combination storm door on the rear entrance. Requires Lead Safe Work Practices	900.41	275.00
<i>Don</i> 14	Repair the front step. Thoroughly clean the step and remove all loose concrete, apply a bonding agent and portland cement/sand mix.	300	375.00

Over, please →

OTHER		
15	Lead Safe Work Practices - Interior site preparation and cleanup.	850.00
16	Lead Safe Work Practices - Exterior site preparation and cleanup.	850.00

Base Bid Total: 15,150.00

ALTERNATES			
1	Install a new laminate floor in the bathroom after the shower stall installation.	1100	1,575.00
2	Replace all the windows in the house and garage with vinyl replacement windows. This alternate replaces Line Items 7, 8, and 9. <i>Use of this alternate is contingent on a determination by City staff that the windows cannot feasibly or cost-effectively be repaired due to deterioration or features of construction (e.g. the presence of aluminum sash guides that would be irreparably damaged by the refurbishment process)</i> . Requires Lead Safe Work Practices	900.53	4,800.00
3	Re-side the house and garage with vinyl siding. Requires Lead Safe Work Practices	500.3	5,300.00
4	Remove the front step and install a precast step or cast in place concrete step. Replace the section of concrete under the step (approx. 3' x 4'). This alternate replaces Line Item 14.	300	1,850.00

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

**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: Chase Schrage, Director of Public Works

DATE: February 26, 2020

SUBJECT: 2020 Sturgis Falls Agreement

City staff has been working with Jay Stoddard and the Sturgis Falls Board over the last few months to update their current agreement with the City. The current agreement was in place for five(5) years and expired on February 29, 2020. The Sturgis Falls Board has been agreeable to make these changes for a period of one(1) year.

The changes are intended to address the title changes and reorganization of the City. The attached one(1) year agreement outlines the specific areas in the parks that will be used by the Sturgis Falls Celebration; these include Island Park, Overman Park, Tourist Park, Gateway Park, Police Officer's Memorial Park, and a portion of Sturgis Park. This agreement will run for one(1) year beginning March 3, 2020 and ending March 2, 2021.

City Staff will be returning at a future committee meeting to discuss how special event permits are processed and discuss specific details that will be outlined in a future agreement with the Sturgis Falls Celebration. It is anticipated that a longer agreement (5 year agreement) will be developed prior to December 30, 2020.

I have attached the proposed agreement for your review and consideration. The Department of Public Works recommends approval of the new agreement between the City and Sturgis Falls Celebration for one(1) year.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

STURGIS FALLS CELEBRATION AGREEMENT FOR USE OF CITY PARKS AND SERVICES

This Agreement, executed in duplicate, is made and entered into this _____ day of _____, 2020, by and between the City of Cedar Falls, Iowa (hereafter called "CITY,") and Sturgis Falls Celebration, Inc., an Iowa non-profit corporation, (hereafter called "SFC").

WHEREAS, SFC is engaged in providing a variety of events, activities, and entertainment in Cedar Falls, Iowa, called the Sturgis Falls Celebration (hereafter called the "Celebration"), during the last Thursday, Friday, Saturday and Sunday of June (hereinafter the "Celebration Weekend") each year, requiring the use of various City Parks, public properties, and public services, and the CITY and SFC desire to identify and establish the various responsibilities of SFC and the CITY, and the terms and conditions under which the Celebration shall take place each year, and

WHEREAS, the public interest and welfare will be served by identifying the responsibilities of both parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. SFC will have exclusive use of the following CITY parks during the Celebration Weekend for each year of this agreement: Island Park, Overman Park, Tourist Park, Gateway Park, Police Officer's Memorial Park, and the portion of Sturgis Park located south of the railroad tracks. This includes the park shelters, the Island Park Beach House, together with the grounds located inside of the fence (if present), the Gateway Celebration Shelter and the Overman Park Bandshell, all for the Celebration Weekend.
2. SFC shall have exclusive use of these parks and their respective facilities and structures with the exception of the following: Bennington Little Red Schoolhouse, Behrens-Rapp Gas Station, and the boat docks owned by the North Shore Boat Club.
3. SFC may begin setting up facilities and fencing on Thursday, a week prior to the Celebration Weekend, in Overman Park, Police Officers Memorial and portions of Sturgis Park with the prior approval of the Director of Public Works, which approval shall not be unreasonably withheld. SFC may begin setting up trailers in Gateway Park thirty (30) days prior to Celebration Weekend and fencing fourteen (14) days prior to Celebration Weekend, with the prior approval of the Director of Public Works, which approval shall not be unreasonably withheld. The carnival in Gateway Park may begin setting up facilities and equipment on the Monday prior to the Celebration Weekend. All street closures shall be cleaned up and open to traffic by 5:00pm on Monday following the Celebration Weekend. All equipment, vehicles, structures, and other property, must be removed from the Gateway Park, Overman Park, Police Officer Memorial, and portions of Sturgis Parks within fourteen (14) days following the Celebration Weekend unless an extension is approved by the

Director of Public Works, which approval shall not be unreasonably withheld. If all such removal has not been completed by the stated deadline, or by the deadline as extended, the CITY will remove or cause to be removed any of the above aforementioned items still remaining, including, but not limited to; equipment, vehicles and structures, and assess the cost thereof to SFC, to be paid by SFC to the City or to the City's designee within thirty (30) days of the date of billing. SFC shall return all items borrowed from all City Parks and Shelters no later than 9:00 pm on the Tuesday following the event.

3A. Previous Agreement Superseded. SFC and CITY acknowledge that a similar agreement between CITY and SFC entered into on the 24th day of March, 2015, for a term of five (5) years, commencing March 1, 2016 and ending February 29, 2020, is hereby cancelled, and is superseded by and replaced with this Agreement.

3B. The privileges granted to SFC as described in this Agreement are subject to a full and timely performance by SFC of all of its obligations to CITY pursuant to the loan agreement dated as of the 4th day of August, 2014, entered into by and between the CITY and SFC (hereinafter the "Loan Agreement"), which provided for a loan in the amount of \$100,000.00 made by CITY to SFC. The obligations of SFC under the Loan Agreement shall include, but shall not be limited to, full and prompt payment by SFC to CITY of all principal and interest payments that are provided for in the Loan Agreement, and in the accompanying promissory note in the amount of \$100,000.00, dated the 4th day of August, 2014 (hereinafter the "Promissory Note"), which was signed by SFC, and all obligations of SFC pursuant to the security agreement signed by SFC pursuant to the Loan Agreement (hereinafter the "Security Agreement"). Any failure by SFC to fully and timely comply with all of the terms and conditions of the Loan Agreement, the Promissory Note, or the Security Agreement shall constitute a default not only under the Loan Agreement, the Promissory Note, and the Security Agreement, but shall also constitute a default under this Agreement. Upon the occurrence of any default under the Loan Agreement, the Promissory Note, the Security Agreement, or any of the terms and conditions of this Agreement, CITY shall send a written notice of default to SFC, which identifies each and every event of default under any of the foregoing documents. SFC shall have a period of ten (10) days from the date of the CITY's notice of default within which to fully and completely cure each and every such default, unless any such default is of a type which cannot be reasonably be cured within said ten (10) day period, in which case SFC shall have a reasonable amount of time to cure any such default that is not of a type that can be cured within the ten (10) day period. In the event SFC shall fail to timely cure any of such defaults, then the CITY, in its sole and absolute discretion, may declare this Agreement terminated, by sending notice thereof to SFC, whereupon all rights of SFC under this Agreement shall automatically be cancelled, rescinded, and voided.

4. The CITY grants SFC the privileges included in this agreement, subject to performance by SFC of its obligations as provided herein, for a period of one

(1) year, beginning March 3, 2020, and ending March 2, 2021, which includes the following rights and privileges:

- A. The use of City parks and facilities as described in paragraphs 1 and 2 of this Agreement.
 - B. The use of other public property and the streets of the City for Celebration activities only by prior written approval of the Police Chief, in the sole discretion of the Police Chief. Barricades shall be provided by SFC.
 - C. The use of City dumpsters located in the City parks and facilities described in paragraphs 1 and 2, with all trash to be removed by CITY Staff, and with all overtime costs incurred by and tipping fees charged to the CITY to be reimbursed to the CITY by SFC. All arrangements for garbage removal must be approved in advance by the Director of Public Works, which approval shall not be unreasonably withheld. SFC may contract refuse removal with a reputable private contractor reasonably acceptable to the CITY, at SFC's sole cost and expense.
 - D. SFC has the right to charge and collect such vendor, advertisement and sponsorship fees as are reasonably necessary to support the cost of the Celebration Weekend, subject, however, to the provisions of paragraph 5 of this Agreement.
 - E. The CITY agrees not to issue any beer or wine permits or liquor control licenses to any other groups or individuals for the parks or public properties specified in paragraphs 1 and 2 of this Agreement during the Celebration Weekend.
5. CITY and SFC acknowledge that a key component of the concept of the Sturgis Falls Celebration is that it is a community-wide event that is free and open to the members of the general public without admission charge. CITY and SFC agree to cooperate with the goal of keeping the Celebration Weekend open to all members of the general public at no charge, for as long as that is possible. CITY agrees to allow SFC to use the CITY's public parks, grounds, and other public areas and facilities without charge as provided in this Agreement, for as long as SFC does not to impose any charge upon members of the general public for admission to the events of the Celebration Weekend. The term, "admission charge," as used in this Agreement, shall not include charges for purchase of food, drink, or other items that are offered for sale to members of the general public by SFC, or any vendors operating with the approval of SFC, and which do not constitute a charge for admission to the events of the Celebration Weekend. In the event SFC, at any time during the term of this Agreement, is required, or elects, for financial or other reasons, to impose an admission charge to members of the general public to attend the events of the Celebration Weekend, then CITY reserves the right to impose a charge upon SFC for the use of CITY's public parks and grounds, which fee shall be in such amount as shall be mutually agreeable by and between SFC and

CITY or, if no such charge can be mutually agreed upon, then CITY reserves the right to terminate this Agreement upon advance written notice to be given to SFC no less than nine (9) months prior to the next Celebration Weekend.

6. The duties of the SFC include:

A. Clean-up of all trash, debris, and garbage in all streets, parks, and public properties of the CITY that are used for the Celebration Weekend. Trash, garbage, and debris removal shall be at the expense of SFC and shall be completed daily throughout the Celebration Weekend. Cleaning of all areas will begin Monday morning following the Celebration Weekend, and all areas will be cleaned by no later than the Wednesday evening following the Celebration Weekend. Should flooding or storms be present that impact how quickly clean-up can occur, the deadlines for clean-up may be extended with the approval of the Director of ,Public Works which approval shall not be unreasonably withheld. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

B. Alcoholic Beverage Sales:

1) SFC must obtain at its cost all appropriate beer and wine permits and liquor control licenses if alcoholic beverages are served by SFC during the Celebration Weekend.

2) No alcoholic beverage tickets shall be sold before 4:00 p.m. or after 11:30 p.m. on Thursday of Celebration Weekend, and no alcoholic beverage tickets can be sold before 11:30 a.m. or after 11:30 p.m. on Friday and Saturday of Celebration Weekend, and no alcoholic beverage tickets shall be sold before 11:30 a.m. or after 9:30 p.m. on Sunday of the Celebration Weekend.

3) No alcoholic beverages shall be served or poured before 4:00 p.m. or after 12:00 a.m. on Thursday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 10:00 p.m. on Sunday of the Celebration Weekend.

4) SFC shall be responsible to identify and not serve alcoholic beverages to any person who is intoxicated, or who is under the legal age to consume alcoholic beverages, anywhere in the parks and facilities of the CITY described in this Agreement that alcoholic beverages are served by or under the authority of SFC during the Celebration Weekend.

5) SFC shall be responsible for enforcing SFC's policy prohibiting the "carry-in" of any beer, wine or other alcoholic beverages into the parks and public properties of the City described in this Agreement anywhere in such parks and facilities of the CITY that alcoholic beverages are served by or under the authority of SFC during the Celebration Weekend.

C. SFC shall be responsible for installing and maintaining adequate temporary fencing to control access into Gateway and Police Officer's Memorial Park. The location of fencing shall receive prior approval from the Director of Public Works and the Police Chief, in his or her sole discretion.

D. SFC is responsible for obtaining underground utility locates at SFC's cost, any time a post, stake, or other object is put or installed in the ground on any CITY property. SFC shall be responsible for any damages resulting from digging and/or installing objects in to the ground anywhere within the City parks and facilities described in this Agreement, unless SFC installs objects in strict conformity with the information furnished to SFC in connection with the utility locates. If SFC's installation is in accordance with the information furnished in the utility locates, SFC shall not be responsible for any damages resulting therefrom.

E. SFC shall be responsible for restoring and repairing damages, (other than normal wear) to all parks, City facilities, and public property specified in this Agreement to the condition such facilities were in immediately prior to the commencement of the Celebration Weekend. If all such work has not been completed by the stated deadline, or the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

F. SFC shall reimburse the CITY for all refuse tipping fees and overtime staff costs incurred by the CITY related to refuse pick-up from the parks and facilities described in this Agreement arising out of Celebration Weekend. SFC may, at its sole cost, contract for refuse removal with a reputable private contractor with approval from the Director of Public Works which approval shall not be unreasonably withheld.

G. All security personnel, crowd control arrangements, and public safety decisions shall be subject to the approval of the Police Chief in his or her sole discretion. As long as the Cedar Falls Police Department (CFPD) is using the 6-3 work schedule, the utilization of "payback days" will continue to be utilized by the CFPD in order to minimize personnel costs to the SFC. If the Police Chief determines in his or her sole discretion that anticipated security needs for the Celebration Weekend require additional staff, and if this decision will result in overtime being paid if regulars from the CITY police force are utilized, SFC shall be permitted to hire outside security personnel reasonably acceptable to CITY's Police Chief, at SFC's cost to meet the additional staffing needs. In the event unanticipated security needs arise during Celebration Weekend which cannot be met by

SFC security personnel, SFC shall reimburse the CITY for up to 100% of any overtime pay expense incurred in the Parks and facilities described in paragraphs 1 and 2 of this Agreement. The CITY Police Chief shall coordinate scheduling to minimize any overtime impacts that may be necessary for the Celebration Weekend.

SFC will supplement the CFPD with adequate private security personnel reasonably acceptable to the CITY Police Chief, to ensure the safety of the participants. All security, crowd control, and safety issues shall be approved in advance by the Police Chief, in his or her sole discretion.

H. SFC shall obtain prior approval of the Director of Public Works, before any washable paint, tape, or chalk marking is done on street or public property. SFC is responsible for cleaning of any approved marking of public property within 30 days after the Celebration Weekend. The approval of the Director of Public Works, shall not be unreasonably withheld. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

I. SFC shall obtain permission from the Director of Public Works in conjunction with the Community Development Department for any temporary signage that is to be placed on public property, which approval shall not be unreasonably withheld. Any damage to CITY property caused by such temporary signage shall be repaired by SFC at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

J. SFC shall obtain prior permission from the Director of Public Works, for any permanent facilities or signage to be placed or removed from any parks or public property. Such approval shall be in the sole discretion of such Director. Any damage to CITY property caused by removal of such permanent facilities or signage shall be the responsibility of SFC, and shall be repaired by SFC at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

K. SFC shall give the CITY prior written notification of any major event changes by April 30 of each year of this Agreement.

L. The Celebration shall include the Firefighters' Dance held on the Friday night of the Celebration Weekend in the Beach House Shelter and Island Park or Police Officer's Memorial Park. The Firefighters' Local 1366 which hosts the dance, shall pay 15% of its validated gross sales on beer and wine cooler sales to SFC. Failure by the Firefighters' Local 1366 to pay said amount to SFC by July 15 immediately following the Celebration Weekend

shall be grounds for SFC to refuse to allow the Firefighters' Dance to be held during the following year's Celebration Weekend. If the SFC shows an overall profit for the Celebration Weekend, SFC agrees to donate to the CITY Fire Department an amount up to the 15% of gross sales from such dance that are paid to SFC. The expenditure of these monies shall be for equipment purchases for the City Fire Department. SFC shall be notified in advance of such equipment purchases for which these funds shall be expended.

M. A description of all planned events and entertainment shall be submitted to the Director of Public Works, for approval by no later than April 30 of each year of this Agreement. This includes locations and detailed descriptions of events and activities for the Celebration Weekend, which approval shall not be unreasonably withheld.

N. SFC shall be responsible to make arrangements to ensure appropriate emergency, first aid, and medical services are available. The emergency and medical services plan shall be submitted in advance to the Director of Public Works, for approval. Such approval shall be in the sole discretion of said Director. SFC shall pay the cost of all such services.

O. SFC shall be responsible to follow, and to require that all vendors follow, all Black Hawk County and State Health Department regulations related to food and beverage distribution, handling, and sale.

P. SFC shall be responsible for providing adequate sanitation facilities at the sole cost of SFC.

Q. SFC shall adhere strictly to all City, State and federal laws in connection with all events held under the authority of SFC during the Celebration Weekend. SFC shall be responsible to ensure that participation in all events sponsored by or held under the authority of the SFC during Celebration Weekend is open to all individuals and groups on an equal, non-discriminatory basis. However, SFC shall have the right to limit the number of, and to select the identity of, parade entries, and street fair and food vendors, in a manner consistent with SFC's published policies and guidelines, and in a manner consistent with the family-oriented theme of the Celebration Weekend. SFC shall also be entitled to select such entertainment at the appropriate venues of the Celebration Weekend which properly reflect that year's Celebration theme, and which also complements the appropriate taste and family-oriented element that the SFC Celebration Weekend seeks to foster. SFC shall not discriminate against any individual or group, in terms of participation in any of the Celebration Weekend events and activities, solely on the basis of the content or subject matter of the speech, expression or point of view that a particular individual or group holds or desires to communicate by its participation in such events or activities.

R. SFC shall obtain and retain Internal Revenue Code Section 501 (c) (3) tax-exempt status, and provide proof thereof to CITY from time to time upon request, which request shall be made no more frequently than annually.

S. SFC shall obtain insurance coverage which shall in all respects comply with current City of Cedar Falls Public Event Special Insurance Requirements, a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein. SFC shall provide certificates of such insurance to the CITY 14 days prior to the commencement of the Celebration Weekend. Those vendors serving alcoholic beverages shall comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverage Division promulgated thereunder with a limit of no less than \$1,000,000 coverage per occurrence, and shall furnish proof of such coverage to the CITY.

T. SFC shall be responsible for installing and maintaining at its sole cost adequate temporary lighting with the prior approval of the Police Chief, which approval shall not be unreasonably withheld.

U. SFC shall obtain the prior written approval of the Director of Public Works, prior to implementing any insect/mosquito control program in or around any of the CITY parks or facilities described in this Agreement, for the Celebration Weekend. In addition to using EPA-approved products to be applied by a licensed professional company, proper signage shall be erected in advance of application in all such areas, and SFC shall cause such spraying to be applied in compliance with any and all County, State and federal regulations. The approval of such Director shall not be unreasonably withheld.

V. SFC has constructed a permanent stage on private property (parcel 8914-12-233-007) adjacent to Gateway Park (the "Stage Area"). SFC acknowledges that outside storage of certain items and materials is prohibited by the City Code of Ordinances.

7. The Police Chief may close down the Celebration activities at any time, if in his or her opinion, the health, safety, or welfare of the public may be in jeopardy. The decision of the Police Chief shall be made in his or her sole discretion.

8. If CITY parks or other public properties described in this Agreement are flooded or damaged by flooding or other natural disasters, the Director of Public Works, and Police Chief, shall determine if other public property and parks shall be used for the Celebration events and activities. This determination shall be in their sole discretion. Their decision shall be final.

9. Neither party may financially obligate the other. SFC agrees not to transfer or assign this Agreement or sublet its privileges under this Agreement, in whole or in part, without the prior written consent of the CITY, which consent may be withheld in the sole discretion of the CITY. Any transfer, assignment or subletting of this

Agreement without prior approval of the CITY shall cause an immediate termination of this Agreement.

10. This operating Agreement shall be reviewed in anticipation of negotiating and entering into a new Agreement on or before December 31, 2020.

11. SFC agrees to provide financial information in the form of IRS Form 990 and all supporting documentation, to the CITY, annually upon request. This form includes summary of income, expenditures, and financial balances. SFC also agrees to furnish to the CITY upon request, but no more frequently than annually, any information and documentation that may be requested by the CITY to reasonably determine SFC's compliance with the terms, conditions and provisions of this Agreement.

12. Indemnification. SFC agrees to indemnify, hold harmless and defend the CITY, and its officers, agents, employees and insurers, from any claim, demand or cause of action in any manner arising out of the events and activities conducted by or under the authority of SFC during each Celebration Weekend, including reasonable expenses and attorneys' fees, all on the terms set forth in paragraph (7), Hold Harmless/Indemnity Agreement, of City of Cedar Falls Insurance Requirements for Community Events, a copy of which is attached hereto, marked Exhibit "A."

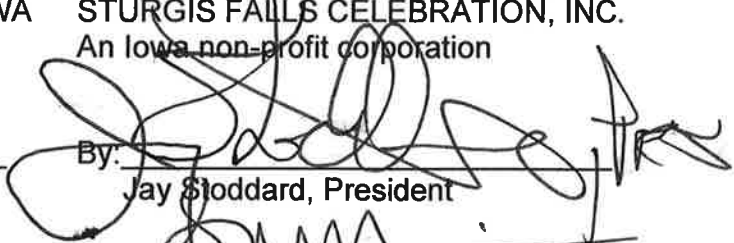
13. Any misunderstanding or concerns related to this agreement may be appealed to the City Council by SFC and CITY. The decision of the City Council shall be final and shall be made in the sole discretion of the City Council.

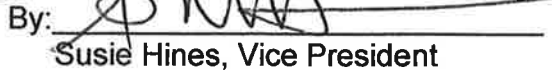
IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF CEDAR FALLS, IOWA

STURGIS FALLS CELEBRATION, INC.
An Iowa non-profit corporation

By: _____
Robert M. Green, Mayor

By: 
Jay Stoddard, President

By: 
Susie Hines, Vice President

ATTEST:

Jacque Danielson, MMC, City Clerk

Date

Date

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the 24th day of February, 2020, by Jay Stoddard, President, and Susie Hines, Vice President, of Sturgis Falls Celebration, Inc.



Amy C Eggleston
_____, Notary Public
in and for the State of Iowa

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacque Danielson, MMC, City Clerk, of the City of Cedar Falls, Iowa

_____, Notary Public
in and for the State of Iowa



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: Jon Fitch, PE, Principal Engineer
DATE: February 26, 2020
SUBJECT: University Avenue Reconstruction Phase 3
Project No. RC-000-3140
Final Out

The University Avenue Reconstruction - Phase 3 project is complete and ready for final acceptance. Phase 2 work is not complete and we are in the process of completing all paperwork. We are therefore proceeding with Phase 3 closure to not delay final payment due to the contractor. The project from Main St to Grove St was a complete reconstruction. The project was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached you will find the following final documents:

- Final Pay Estimate (releases final retainage)
- Change Order #4 (reconciliation of quantities)
- Copy of Maintenance Bond, Peterson Contractors Inc.

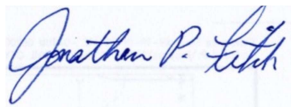
The following lien waivers have been received, reviewed by the Engineering Division and are on file with the City Clerk:

Table with 2 columns: Peterson Contractors Inc. Suppliers and Peterson Contractors Inc. Subcontractors. Lists various LLCs, Inc., and Co. names.

	<p>Mike Dolan Concrete & Masonry -Midland Concrete Products -Camenzind Masonry LLC -Benton's Ready Mixed Concrete -Edwards Cast Stone Co Quality Striping Inc Quality Traffic Control Inc Service Signing Inc KW Electric Inc -ECHO Group Inc -Manatt's Inc -Terry Durin Co -Van Meter Co -Xcessories Squared Inc Matthias Landscaping Co -Signs & Designs -Gerdes Nursery</p>
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This project was funded with multiple sources including the University Avenue Transfer of Jurisdiction, Sewer Revenue Bond, Storm Water Fund, Road Use Tax, Cedar Falls Utilities, TIF and Black Hawk County Gaming Grant.

I certify that the public improvements for the 3140 - University Ave Phase 3 reconstruction project was completed in reasonable compliance with the project plans and specifications.



Jonathan P. Fitch 2/20/2020
Date

xc: Chase Schrage, P.E., Public Works Director
David Wicke, P.E., City Engineer

J7431

ITEM 18.



PAY ESTIMATE : #19 FINAL
DATE : 2/20/2020
CONTRACT AMOUNT : \$3,468,334.00
CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
BI-WEEKLY
BID ITEM COSTS

PROJECT NAME : University Avenue Phase III - Main Street to Grove Street
CITY PROJECT # : RC-000-3140

BID ITEMS

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED	ITEM % COMPLETED
DIVISION 1 - GENERAL									
1 01	1090-D-1000	MOBILIZATION	LS	1	\$340,000.00	\$340,000.00	1 0	\$ 340,000.00	100.0%
1 02	2526-828500	CONSTRUCTION SURVEY	LS	1	\$85,000.00	\$85,000.00	1 0	\$ 85,000.00	100.0%
DIVISION 2 - EARTHWORK									
2 01	SUPPLEMENTAL	CLEARING & GRUBBING	LS	1	\$15,000.00	\$15,000.00	1 0	\$ 15,000.00	100.0%
2 02	2010-D-3000	TOPSOIL, ON SITE	CY	3,717	\$10.00	\$37,170.00	3217 0	\$ 32,170.00	100.0%
2 03	2010-D-3000	TOPSOIL, CONTRACTOR FURNISH	CY	1,336	\$18.50	\$24,716.00	1336 0	\$ 24,716.00	100.0%
2 04	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	15,567	\$9.50	\$147,886.50	15567 0	\$ 147,886.50	100.0%
2 05	2010-E-1100	EXCAVATION, UNSUITABLE WASTE	CY	3,750	\$7.00	\$26,250.00	3750 0	\$ 26,250.00	100.0%
2 06	2010-E-1101	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	CY	1,587	\$12.00	\$19,044.00	1587 0	\$ 19,044.00	100.0%
2 07	2010-E-1102	SELECT SUBGRADE FILL MATERIAL, CONTRACTOR FURNISH	CY	500	\$12.00	\$6,000.00	500 0	\$ 6,000.00	100.0%
2 08	2010-E-1200	COMPACTION WITH MOISTURE & DENSITY CONTROL	CY	100	\$1.50	\$150.00	100 0	\$ 150.00	100.0%
2 09	2010-F-1000	BELOW GRADE EXCAVATION (CORE CUT)	CY	100	\$7.00	\$700.00	100 0	\$ 700.00	100.0%
2 10	2010-G-1012	SUBGRADE PREPARATION, 12 IN	SY	880.0	\$3.25	\$2,795.00	880 0	\$ 2,795.00	100.0%
2 11	7010-H-1000	GEOGRID	SY	9,786	\$2.50	\$24,465.00	9786 0	\$ 24,465.00	100.0%
2 12	2010-I-1000	MODIFIED SUBBASE	CY	4,465.0	\$27.50	\$122,787.50	4465 0	\$ 122,787.50	100.0%
2 13	2010-J-1100	REMOVALS, AS PER PLAN	LS	1	\$15,000.00	\$15,000.00	1 0	\$ 15,000.00	100.0%
2 14	2102-0425070	SPECIAL BACK-FILL	TON	426	\$17.50	\$7,455.00	426 0	\$ 7,455.00	100.0%
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION									
3 01	3010-C-1000	TRENCH FOUNDATION	TON	225	\$41.50	\$9,337.50	225 0	\$ 9,337.50	100.0%
DIVISION 4 - SEWERS AND DRAINS									
4 01	4020-A-1315	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN	LF	792	\$50.00	\$39,600.00	792 0	\$ 39,600.00	100.0%
4 02	4020-A-1318	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN	LF	376	\$50.50	\$19,740.00	376 0	\$ 19,740.00	100.0%
4 03	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN	LF	300	\$62.50	\$18,750.00	300 0	\$ 18,750.00	100.0%
4 04	4020-C-1000	REMOVAL OF STORM SEWER PIPE LARGER THAN OR EQUAL TO 36 IN	LF	1,835	\$15.00	\$27,525.00	1835 0	\$ 27,525.00	100.0%
4 05	4030-B-1315	PIPE APRON, RCP, 15 IN	EA	3	\$1,750.00	\$5,250.00	3 0	\$ 5,250.00	100.0%
4 06	4030-B-1324	PIPE APRON, RCP, 24 IN	EA	1	\$2,000.00	\$2,000.00	1 0	\$ 2,000.00	100.0%
4 07	4040-A-1000	SUBDRAIN, HDPE, CASE B, 8 IN	LF	4,131	\$5.50	\$22,720.50	4131 0	\$ 22,720.50	100.0%
4 08	4040-C-1000	SUBDRAIN, CLEANOUT, TYPE B	EA	14	\$600.00	\$8,400.00	14 0	\$ 8,400.00	100.0%
4 09	4040-I-1010	SUBDRAIN CONNECTION TO EXISTING INTAKE OR STORM SEWER	EA	18	\$200.00	\$3,600.00	18 0	\$ 3,600.00	100.0%
4 10	SUPPLEMENTAL	VIDEO INSPECTION OF SANITARY AND STORM SEWER	LS	1	\$10,000.00	\$10,000.00	1 0	\$ 10,000.00	100.0%
DIVISION 5 - WATER MAINS AND APPURTENANCES									
5 01	5010-A-1000	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 8 IN	LF	274	\$52.00	\$14,248.00	274 0	\$ 14,248.00	100.0%
5 02	5010-C-1000	WATER MAIN FITTINGS, 12 IN X 8 IN TEI	EA	1	\$1,700.00	\$1,700.00	1 0	\$ 1,700.00	100.0%
5 03	5010-C-1001	WATER MAIN FITTINGS 8 IN X 6 IN TEI	EA	1	\$625.00	\$625.00	1 0	\$ 625.00	100.0%
5 04	5020-A-1000	VALVE GATE, 8 IN	EA	1	\$1,650.00	\$1,650.00	1 0	\$ 1,650.00	100.0%
5 05	5020-C-1000	FIRE HYDRANT ASSEMBLY	EA	1	\$4,500.00	\$4,500.00	1 0	\$ 4,500.00	100.0%
5 06	SUPPLEMENTAL	GASKET, FIELD JOINT, WATER MAIN, 8 IN	EA	2	\$350.00	\$700.00	2 0	\$ 700.00	100.0%
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS									
6 01	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN	EA	8	\$3,500.00	\$28,000.00	8 0	\$ 28,000.00	100.0%
6 02	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	EA	8	\$4,600.00	\$36,800.00	8 0	\$ 36,800.00	100.0%
6 03	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EA	2	\$7,600.00	\$15,200.00	2 0	\$ 15,200.00	100.0%
6 04	6010-F-1000	MANHOLE ADJUSTMENT, MAJOR	EA	1	\$2,500.00	\$2,500.00	1 0	\$ 2,500.00	100.0%
6 05	6010-F-1001	MANHOLE ADJUSTMENT, MINOR	EA	2	\$1,500.00	\$3,000.00	2 0	\$ 3,000.00	100.0%
6 06	6010-G-1000	CONNECTION TO EXISTING STORM STRUCTURE	EA	1	\$2,500.00	\$2,500.00	1 0	\$ 2,500.00	100.0%
6 07	6010-H-1000	REMOVE MANHOLE OR INTAKE	EA	14	\$675.00	\$9,450.00	14 0	\$ 9,450.00	100.0%
6 08	SPECIAL	TEMPORARY CONNECTIONS TO EXISTING STORM SEWER	EA	2	\$1,750.00	\$3,500.00	2 0	\$ 3,500.00	100.0%
DIVISION 7 - STREETS AND RELATED WORK									
7 01	7010-A-1010	PAVEMENT, PCC CLASS C, 10 IN	SY	8,951	\$47.75	\$427,410.25	8951 0	\$ 427,410.25	100.0%
7 02	7010-A-1009	PAVEMENT, PCC CLASS C, 9 IN	SY	4,641	\$45.75	\$212,325.75	4641 0	\$ 212,325.75	100.0%
7 03	7010-A-1007	PAVEMENT, PCC CLASS C, 7 IN	SY	1,255	\$45.00	\$56,475.00	1255 0	\$ 56,475.00	100.0%
7 04	2121-7425010	GRANULAR SHOULDER, TYPE A	TON	4,079	\$18.50	\$75,461.50	4079 0	\$ 75,461.50	100.0%
7 05	2301-0690203	BRIDGE APPROACH, RH-203	SY	709	\$150.00	\$106,350.00	709 0	\$ 106,350.00	100.0%
7 06	7010-C-1010	CURB & GUTTER, PCC, 36 IN WIDTH, 10 IN	LF	1,148	\$30.00	\$34,440.00	1148 0	\$ 34,440.00	100.0%
7 07	7010-G-1000	CONCRETE MEDIAN, PAVED, 6 IN	SY	128	\$48.50	\$6,208.00	128 0	\$ 6,208.00	100.0%
7 08	7030-A-1000	REMOVAL SIDEWALK, TRAIL, & DRIVEWAY	SY	871	\$4.50	\$3,919.50	871 0	\$ 3,919.50	100.0%
7 09	7030-C-1000	SHOULDER USE PATH, PCC, 6 IN	SY	1,021	\$35.00	\$35,735.00	1021 0	\$ 35,735.00	100.0%
7 10	7030-E-1006	SIDEWALK RAMP, PCC, 6 IN	SY	56	\$67.50	\$3,780.00	56 0	\$ 3,780.00	100.0%
7 11	7030-G-1000	DETECTABLE WARNINGS	SF	120	\$33.00	\$4,200.00	120 0	\$ 4,200.00	100.0%
7 12	7030-H-1007	DRIVEWAY, PCC, 7 IN	SY	87	\$50.00	\$4,350.00	87 0	\$ 4,350.00	100.0%
7 13	7030-H-200	DRIVEWAY, GRANULAR, 12 IN	SY	30	\$30.00	\$900.00	30 0	\$ 900.00	100.0%
7 14	7040-H-1000	REMOVAL ROADWAY PAVEMENT	SY	16,025	\$4.50	\$72,112.50	16025 0	\$ 72,112.50	100.0%
7 15	7040-I-1000	REMOVAL CURB AND GUTTER	STA	3.1	\$500.00	\$1,550.00	3 1	\$ 1,550.00	100.0%
7 16	SUPPLEMENTAL	SAWCUT	SY	1,257	\$5.00	\$6,285.00	1257 0	\$ 6,285.00	100.0%
7 17	SUPPLEMENTAL	PAVEMENT GRINDING	SY	800	\$6.00	\$4,800.00	800 0	\$ 4,800.00	100.0%
7 18	2104-0101000	TEMPORARY PAVEMENT	SY	2,128	\$53.00	\$112,837.00	2128 0	\$ 112,837.00	100.0%
DIVISION 8 - TRAFFIC CONTROL									
8 01	2528-8445110	TRAFFIC CONTROL	LS	1	\$40,000.00	\$40,000.00	1 0	\$ 40,000.00	100.0%
8 02	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	108	\$25.00	\$2,700.00	108 0	\$ 2,700.00	100.0%
8 03	2528-8400157	TEMPORARY FLOODLIGHTING LUMINAIRE	EA	4	\$2,750.00	\$11,000.00	4 0	\$ 11,000.00	100.0%
8 04	2528-8445113	FLAGGER	EA	4	\$500.00	\$2,000.00	4 0	\$ 2,000.00	100.0%
8 05	2528-9109020	TEMPORARY LANE SEPARATION SYSTEM	LF	250	\$15.00	\$3,750.00	250 0	\$ 3,750.00	100.0%



PAY ESTIMATE : #19 FINAL
 DATE : 2/20/2020
 CONTRACT AMOUNT : \$3,468,334.00
 CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 BI-WEEKLY
 BID ITEM COSTS

PROJECT NAME : University Avenue Phase III - Main Street to Grove Street
 CITY PROJECT # : RC-000-3140

BID ITEMS										
ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED	VALUE COMPLETED	ITEM % COMPLETED	
8.06	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN	COAY	100	\$80.00	\$8,000.00	100.0	\$8,000.00	100.0%	
8.07	2525-000120	REMOVAL OF TRAFFIC SIGNALIZATION (HWY 58 NORTHBOUND EXIT)	LS	1	\$3,250.00	\$3,250.00	1.0	\$3,250.00	100.0%	
8.08	2525-000120	REMOVAL OF TRAFFIC SIGNALIZATION (HWY 58 SOUTHBOUND EXIT)	LS	1	\$3,250.00	\$3,250.00	1.0	\$3,250.00	100.0%	
8.09	SUPPLEMENTAL	TEMPORARY BUSINESS ACCESS SIGN	EA	3	\$150.00	\$450.00	3.0	\$450.00	100.0%	
8.10	2401-6745910	SIGNING, REMOVAL, REINSTALLATION, AND SALVAGE	IS	1	\$1,400.00	\$1,400.00	1.0	\$1,400.00	100.0%	
8.11	2524-9278010	POSTS FOR SIGNS, STEEL	LF	343	\$11.00	\$3,773.00	343.0	\$3,773.00	100.0%	
8.12	2524-9278021	ANCHOR POST, STEEL	EA	49	\$35.00	\$1,715.00	49.0	\$1,715.00	100.0%	
8.13	2524-9325001	TYPE A SIGNS	SF	404	\$18.00	\$7,272.00	404.0	\$7,272.00	100.0%	
8.14	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	107.6	\$80.00	\$9,684.00	107.60	\$9,684.00	100.0%	
8.15	2527-9263137	PAINTED SYMBOLS & LEGENDS, WATERBORNE	EA	28	\$150.00	\$4,200.00	28.0	\$4,200.00	100.0%	
8.16	2527-9263151	REMOVABLE TAPE MARKINGS, WET REFLECTIVE	STA	27.7	\$130.00	\$3,601.00	27.70	\$3,601.00	100.0%	
8.17	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	12	\$84.00	\$1,008.00	12.00	\$1,008.00	100.0%	
8.18	SPECIAL	TEMPORARY TRAFFIC SIGNALS	LS	1	\$65,000.00	\$65,000.00	1.0	\$65,000.00	100.0%	
DIVISION 9 - SITE WORK AND LANDSCAPING										
9.01	9010-H-1100	HYDRAULIC SEED, FERT & MULCH, TYPE 1 (PERM LAWN MIXTURE)	ACRE	3.55	\$4,000.00	\$14,200.00	3.55	\$14,200.00	100.0%	
9.02	9010-D-1000	WATERING	EA	20	\$15.50	\$310.00	20.0	\$310.00	100.0%	
9.03	9010-E-1000	WARRANTY	LS	1	\$1,750.00	\$1,750.00	1.0	\$1,750.00	100.0%	
9.04	9020-A-1000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1	\$5,000.00	\$5,000.00	1.0	\$5,000.00	100.0%	
9.05	9040-A-2000	WATLES, 9 IN STRAW	LF	5,892	\$2.00	\$11,784.00	5,892.0	\$11,784.00	100.0%	
9.06	9040-J-1012	WATLES, MAINTENANCE AND REMOVAL	LF	5,892	\$0.25	\$1,473.00	5,892.0	\$1,473.00	100.0%	
9.07	9040-D-2012	ROLLED EROSION CONTROL PRODUCTS	SO	1,149	\$19.00	\$21,831.00	1,149.0	\$21,831.00	100.0%	
9.08	9040-N-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	ACRE	0.95	\$1,750.00	\$1,662.50	1.0	\$1,662.50	100.0%	
9.09	9040-N-3000	WHEEL PROTECTION DEVICE	EA	12	\$150.00	\$1,800.00	12.0	\$1,800.00	100.0%	
9.10	9040-Q-1000	FENCE, CHAIN LINK, 72 IN	LF	86.5	\$45.00	\$3,892.50	86.5	\$3,892.50	100.0%	
9.11	9040-T-1000	REMOVAL OF FENCE	LF	153	\$10.00	\$1,530.00	153.0	\$1,530.00	100.0%	
9.12	9060-A-1040	REVEITEMENT, CLASS F	TON	200	\$37.50	\$7,500.00	200.0	\$7,500.00	100.0%	
9.13	9060-I-1000	REMOVAL OF STREET LIGHTING	EA	6	\$1,000.00	\$6,000.00	6.0	\$6,000.00	100.0%	
9.14	9070-A-1000	ABANDONMENT OF STREET LIGHTING CONDUIT	LF	1,555	\$0.50	\$777.50	1,555.0	\$777.50	100.0%	
9.15	SUPPLEMENTAL	STREET LIGHTING	IS	1	\$75,000.00	\$75,000.00	1.0	\$75,000.00	100.0%	
9.20	SUPPLEMENTAL	LANDSCAPING	IS	1	\$615,453.00	\$615,453.00	1.00	\$615,453.00	100.0%	
DIVISION 11 - MISCELLANEOUS										
11.01	2520-3350015	FIELD OFFICE	EA	1	\$3,000.00	\$3,000.00	1.0	\$3,000.00	100.0%	
DIVISION 12 - GENERAL										
12.01	2401-6745635	REMOVAL OF EXISTING HANDRAIL	LS	1	\$6,000.00	\$6,000.00	1.0	\$6,000.00	100.0%	
12.02	2401-6750001	REMOVALS, AS PER PLAN	LS	1	\$25,000.00	\$25,000.00	1.0	\$25,000.00	100.0%	
12.03	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	39.6	\$1,050.00	\$41,580.00	39.6	\$41,580.00	100.0%	
12.04	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	7038	\$1.75	\$12,316.50	7038.0	\$12,316.50	100.0%	
12.05	2404-7775009	REINFORCING STEEL, STAINLESS STEEL	LB	103	\$37.00	\$3,811.00	103.0	\$3,811.00	100.0%	
12.06	2408-7800000	STRUCTURAL STEEL	LB	114	\$36.50	\$4,161.00	114.0	\$4,161.00	100.0%	
12.07	2413-0698074	DECK REPAIR, CLASS A	SY	30	\$485.00	\$14,550.00	30.00	\$14,550.00	100.0%	
12.08	2413-1100000	PREFORM ELASTIC NEOPRENE JOINT	LF	43	\$65.00	\$2,855.00	43.0	\$2,855.00	100.0%	
12.09	2413-1200000	STEEL EXTRUSION JOINT WITH NEOPRENE	LF	110	\$295.00	\$32,450.00	110.0	\$32,450.00	100.0%	
12.10	2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	LF	110	\$70.00	\$7,700.00	110.0	\$7,700.00	100.0%	
12.11	2414-6444100	STEEL PIPE PEDESTRIAN HAND RAILING	LF	85.7	\$90.00	\$7,713.00	85.7	\$7,713.00	100.0%	
12.12	2414-6460000	ORNAMENTAL METAL RAILING	LF	188.2	\$130.00	\$24,466.00	188.2	\$24,466.00	100.0%	
12.13	2426-6772016	CONCRETE REPAIR	SF	9	\$450.00	\$4,050.00	9.0	\$4,050.00	100.0%	
STOCKPILED MATERIALS										
(SEE ATTACHED SPREADSHEET)										
CHANGE ORDERS										
9001		2018 SPRING COLD WEATHER PAVEMENT PROTECTION	SY	340.3	\$130.00	\$44,239.00	340.3	\$44,239.00	100.0%	
9002		EW0#4 - ADDITIONAL LIGHT POLE	LS	1	\$4,400.00	\$4,400.00	1.0	\$4,400.00	100.0%	
9003		EW0#3 - ADD COLD PATCH	TON	1.59	\$220.00	\$349.80	1.59	\$349.80	100.0%	
9004		EW0#2 - FLUM UNDER HWY 58	LS	1	\$5,440.00	\$5,440.00	1.0	\$5,440.00	100.0%	
9005		EW0#1 - STROM STRUCTURE REPAIR UNDER DRY RUN CREEK BRIDGE	LS	1	\$14,519.74	\$14,519.74	1.0	\$14,519.74	100.0%	
9006		EW0#5 - MISC ELECTRIC RELOCATION	LS	1	\$12,020.00	\$12,020.00	1.0	\$12,020.00	100.0%	
9007		IMMEDIATE & FINAL COMPLETION DATE INCENTIVES	LS	1	\$70,000.00	\$70,000.00	1.0	\$70,000.00	100.0%	
9008		EW0#6 ADDITIONAL WORK TO BRIDGE PAVING NOTCH	LS	1	\$11,594.60	\$11,594.60	1.0	\$11,594.60	100.0%	
9009		CHANGE ORDER #4 - RECONCILIATION OF QUANTITIES	LS	1	-\$23,186.68	-\$23,186.68	1.0	-\$23,186.68	100.0%	

Contractor:

[Signature]
 Peterson Contractors, Inc

TOTAL AMOUNT OF WORK DONE TO DATE	\$3,562,811.98
PERCENT OF WORK DONE TO DATE	100.00%
TOTAL PROJECT COST (BID)	\$2,468,334.00
TOTAL PROJECT COST (BID) PLUS CHANGE ORDERS	\$3,562,811.98
DEDUCTION	\$0.00
LESS PERCENTAGE RETAINED (5%)	\$0.00
LESS PREVIOUS PAYMENTS	\$3,385,821.38
AMOUNT DUE THIS ESTIMATE	\$178,190.60

Recommended by Engineer:

[Signature]
 Aaron Manusz, P.E.
 Fitch Engineering

Approved by Owner:

[Signature]
 Jonathan P. Fitch, P.E.
 City of Cedar Falls

Landscaping Bid Item # 9.20 Breakdown

Item #	Description	Units	Quantity	Unit Price	Extension	Units Installed to Date	Amount Paid to Date
1	Limestone Monument Welcome Sign	EA	1	\$34,000.00	\$34,000.00	1	\$34,000.00
2	Decorative Light Fixture on Top	EA	1	\$4,000.00	\$4,000.00	1	\$4,000.00
3	10' Tall Limestone Column	EA	1	\$12,250.00	\$12,250.00	1	\$12,250.00
4	4' Tall Limestone Column	EA	1	\$7,600.00	\$7,600.00	1	\$7,600.00
5	Electric Service - Standard Con	EA	1	\$3,000.00	\$3,000.00	1	\$3,000.00
6	Electric Service - Solar Panel	EA	1	\$5,250.00	\$5,250.00	1	\$5,250.00
7	Cast Stone Sign Walls	CF	828	\$80.00	\$66,240.00	828	\$66,240.00
8	PCC Footings for Cast Stone Block Wall	CY	62	\$475.00	\$29,450.00	62	\$29,450.00
9	Limestone Edge	LF	88	\$40.00	\$3,520.00	88	\$3,520.00
10	Sign Wall Letters - Match Size	EA	50	\$75.00	\$3,750.00	50	\$3,750.00
11	Paver at Truck Apron	SF	5282	\$12.25	\$64,704.50	5715	\$89,965.88
12	Hydroseed Turf	SF	3700	\$0.20	\$740.00	3700	\$740.00
13	River Rock	TON	27	\$86.50	\$2,335.50	27	\$2,335.50
14	Steel Edge	LF	170	\$7.50	\$1,275.00	170	\$1,275.00
15	Evergreen Trees	EA	3	\$400.00	\$1,200.00	3	\$1,200.00
16	Deciduous Trees	EA	5	\$475.00	\$2,375.00	5	\$2,375.00
17	Shrubs	EA	12	\$55.00	\$660.00	12	\$660.00
18	Ornamental Grasses	EA	20	\$15.00	\$300.00	20	\$300.00
19	Perennials	EA	176	\$5.00	\$880.00	176	\$880.00
Subtotal for East Roundabout					\$243,530.00		
21	Limestone Monument Welcome Sign	EA	1	\$34,000.00	\$34,000.00	1	\$34,000.00
22	Decorative Light Fixture on Top	EA	1	\$4,000.00	\$4,000.00	1	\$4,000.00
23	10' Tall Limestone Column	EA	1	\$12,250.00	\$12,250.00	1	\$12,250.00
24	4' Tall Limestone Column	EA	1	\$7,600.00	\$7,600.00	1	\$7,600.00
25	Electric Service - Standard Con	EA	1	\$3,000.00	\$3,000.00	1	\$3,000.00
26	Electric Service - Solar Panel	EA	1	\$5,250.00	\$5,250.00	1	\$5,250.00
27	Cast Stone Sign Walls	CF	828	\$80.00	\$66,240.00	828	\$66,240.00
28	PCC Footings for Cast Stone Block Wall	CY	62	\$475.00	\$29,450.00	62	\$29,450.00
29	Limestone Edge	LF	88	\$40.00	\$3,520.00	88	\$3,520.00
30	Sign Wall Letters - Match Size	EA	50	\$75.00	\$3,750.00	50	\$3,750.00
31	Paver at Truck Apron	SF	5282	\$12.25	\$64,704.50	5715	\$89,965.88
32	Hydroseed Turf	SF	3700	\$0.20	\$740.00	3700	\$740.00
33	River Rock	TON	27	\$86.50	\$2,335.50	27	\$2,335.50
34	Steel Edge	LF	170	\$7.50	\$1,275.00	170	\$1,275.00
35	Evergreen Trees	EA	3	\$400.00	\$1,200.00	3	\$1,200.00
36	Deciduous Trees	EA	5	\$475.00	\$2,375.00	5	\$2,375.00
37	Shrubs	EA	12	\$55.00	\$660.00	12	\$660.00
38	Ornamental Grasses	EA	20	\$15.00	\$300.00	20	\$300.00
39	Perennials	EA	176	\$5.00	\$880.00	176	\$880.00
Subtotal for West Roundabout					\$243,530.00		
41	Pavers at Median Ends	SF	6542	\$9.00	\$58,878.00	9858	\$88,726.50
42	Deciduous Trees	EA	5	\$475.00	\$2,375.00	6	\$2,850.00
Subtotal for Median & Right-of-Way					\$61,253.00		
45	Standard PCC Edging	SY	48	\$180.00	\$8,640.00	61	\$10,980.00
46	Underpass Pavers	SF	6500	\$9.00	\$58,500.00	6120	\$55,084.50
Subtotal for Underpass Treatment					\$67,140.00		

ESTIMATED SUBTOTAL \$615,453.00

TOTAL \$655,223.75

% COMPLETE 106.46%

CITY OF CEDAR FALLS, IOWA
DEPARTMENT OF COMMUNITY DEVELOPMENT
CHANGE OF WORK ORDER

No. 4

Non-Substantial
 Substantial

Contract Number RC-000-3140 Project University Avenue Recon Project Phase 3
Kind of Work Reconciliation of Final Quantities Date Prepared February 19, 2020
Contractor Peterson Contractors Inc.

You are hereby ordered to make the following changes from the plans or do the following extra work on your contract dated December 18, 2017.

This change of work consists of a reconciliation of estimated quantities with actual quantities installed and/or work performed.

A. Description of change to be made or extra work to be done:

Quantities have been agreed upon and this change of work shall reflect the adjustment to project quantities and overall project value paid to the contractor.

B. Reason for ordering change or extra work:

A reconciliation of estimated quantities with actual quantities installed and/or work performed is needed before project closeout and/or completion is allowed.

Approved: [Signature] 2-20, 2020 Date [Signature] 2-19, 2020 Date
Jon Fitch, Project Engineer Michael Fahrer, Project Engineer
[Signature] 2-19, 2020 Date By: [Signature] 2020 Date
Aaron Moniza, Project Engineer Chris Flechner, Project Manager
Project Manager Peterson Contractors Inc.
Cordell Q Peterson, President

CITY OF CEDAR FALLS:

Approved by the City Council of Cedar Falls, Iowa, this _____ day of _____, 2020

Attest _____, _____, 2020 _____, _____, 2020
City Clerk Date Mayor Date

(Continued on reverse side)

CHANGE/WORK ORDER NO. 4

C - Settlement for cost of work to be made as follows:

No payment at this time will be made with this Change Order.

D - ITEMS INCLUDED IN CONTRACT

Item No.	Item Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
2.05	EXCAVATION, UNSUITABLE WASTE	CY	\$7.00	(3750.0)	\$ (26,250.00)
2.06	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	CY	\$12.00	(1567.0)	\$ (18,804.00)
2.07	SELECT SUBGRADE FILL MATERIAL, CONTRACTOR FURNISH	CY	\$12.00	(500.0)	\$ (6,000.00)
2.08	COMPACTION WITH MOISTURE & DENSITY CONTROL	CY	\$1.50	(100.0)	\$ (150.00)
2.09	BELOW GRADE EXCAVATION (CORE OUT)	CY	\$7.00	(100.0)	\$ (700.00)
2.10	SUBGRADE PREPARATION, 12 IN.	SY	\$3.25	(860.0)	\$ (2,795.00)
2.12	MODIFIED SUBBASE	CY	\$27.50	8.0	\$ 220.00
2.14	SPECIAL BACKFILL	TON	\$17.50	(426.0)	\$ (7,455.00)
3.01	TRENCH FOUNDATION	TON	\$41.50	(223.0)	\$ (9,254.50)
4.04	REMOVEAL OF STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	\$15.00	41.0	\$ 615.00
4.08	SUBDRAIN, CLEANOUT, TYPE B	EA	\$600.00	(3.0)	\$ (1,800.00)
5.01	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 8 IN.	LF	\$52.00	18.0	\$ 936.00
5.04	VALVE, GATE, 8 IN.	EA	\$1,850.00	1.0	\$ 1,850.00
5.06	GASKET, FIELD LOK, WATER MAIN, 8 IN.	EA	\$350.00	3.0	\$ 1,050.00
6.01	MANHOLE, STORM SEWER, SW-401, 48 IN.	EA	\$3,500.00	1.0	\$ 3,500.00
6.04	MANHOLE ADJUSTMENT, MAJOR	EA	\$2,500.00	(1.0)	\$ (2,500.00)
6.06	CONNECTION TO EXISTING STORM STRUCTURE	EA	\$2,500.00	(1.0)	\$ (2,500.00)
6.07	REMOVE MANHOLE OR INTAKE	EA	\$675.00	(3.0)	\$ (2,025.00)
7.01	PAVEMENT, PCC, CLASS C, 10 IN.	SY	\$47.75	(280.9)	\$ (13,413.93)
7.02	PAVEMENT, PCC, CLASS C, 9 IN.	SY	\$45.75	81.9	\$ 3,746.93
7.03	PAVEMENT, PCC, CLASS C, 7 IN.	SY	\$45.00	37.5	\$ 1,687.50
7.04	GRANULAR SHOULDER, TYPE A	TON	\$18.50	(3701.5)	\$ (68,477.20)
7.05	BRIDGE APPROACH, BR-203	SY	\$150.00	53.1	\$ 7,965.00
7.06	CURB & GUTTER, PCC, 36 IN WIDTH, 10 IN.	LF	\$30.00	27.7	\$ 831.00
7.07	CONCRETE MEDIAN, PAVED, 6 IN.	SY	\$46.50	116.7	\$ 5,426.55
7.08	REMOVAL, SIDEWALK, TRAIL, & DRIVEWAY	SY	\$4.50	(20.6)	\$ (92.70)
7.09	SHARED USE PATH, PCC, 6 IN.	SY	\$35.00	151.2	\$ 5,292.00
7.10	SIDEWALK RAMP, PCC, 6 IN.	SY	\$67.50	0.2	\$ 13.50
7.11	DETECTABLE WARNINGS	SF	\$35.00	4.0	\$ 140.00
7.12	DRIVEWAY, PCC, 7 IN.	SY	\$50.00	52.6	\$ 2,630.00
7.13	DRIVEWAY, GRANULAR, 12 IN.	SY	\$30.00	(30.0)	\$ (900.00)
7.14	REMOVAL, ROADWAY PAVEMENT	SY	\$4.50	218.2	\$ 981.90
7.15	REMOVAL, CURB AND GUTTER	STA	\$500.00	3.4	\$ 1,685.00
7.16	SAWCUT	SY	\$5.00	663.5	\$ 3,317.50
7.17	PAVEMENT GRINDING	SY	\$6.00	(555.8)	\$ (3,334.80)
7.18	TEMPORARY PAVEMENT	SY	\$53.00	342.8	\$ 18,168.40
8.02	TEMPORARY BARRIER RAIL, CONCRETE	LF	\$25.00	40.0	\$ 1,000.00
8.03	TEMPORARY FLOODLIGHTING LUMINAIRE	EA	\$2,750.00	(4.0)	\$ (11,000.00)
8.04	FLAGGER	EA	\$500.00	4.0	\$ 2,000.00
8.05	TEMPORARY LANE SEPARATION SYSTEM	LF	\$15.00	(250.0)	\$ (3,750.00)
8.06	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	\$80.00	(84.0)	\$ (6,720.00)
8.09	TEMPORARY BUSINESS ACCESS SIGN	EA	\$150.00	1.0	\$ 150.00
8.11	POSTS FOR SIGNS, STEEL	LF	\$11.00	332.0	\$ 3,652.00
8.12	ANCHOR POST, STEEL	EA	\$35.00	12.0	\$ 420.00
8.13	TYPE A SIGNS	SF	\$18.00	34.5	\$ 621.00
8.14	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	\$90.00	18.4	\$ 1,653.30
8.15	PAINTED SYMBOLS & LEGENDS, WATERBORNE	EA	\$150.00	5.0	\$ 750.00
8.16	REMOVABLE TAPE MARKINGS, WET REFLECTIVE	STA	\$130.00	16.9	\$ 2,202.20
8.17	PAVEMENT MARKINGS REMOVED	STA	\$84.00	(7.6)	\$ (641.76)
9.01	HYDRAULIC SEED, FERT. & MULCH, TYPE 1 (PERM. LAWN MIXTURE)	ACRE	\$4,000.00	0.2	\$ 640.00
9.02	WATERING	EA	\$15.50	(12.0)	\$ (186.00)
9.05	WATTLES, 9 IN. STRAW	LF	\$2.00	(233.0)	\$ (466.00)
9.06	WATTLES, MAINTENANCE AND REMOVAL	LF	\$0.25	(5892.0)	\$ (1,473.00)
9.07	ROLLED EROSION CONTROL PRODUCTS	SQ	\$19.00	(240.0)	\$ (4,560.00)
9.08	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	ACRE	\$1,750.00	(1.0)	\$ (1,662.50)

9.09	INLET PROTECTION DEVICE	EA	\$150.00	9.0	\$ 1,350.00
9.10	FENCE, CHAIN LINK, 72 IN	LF	\$45.00	(16.5)	\$ (742.50)
9.12	REVTMENT, CLASS E	TON	\$37.50	(96.8)	\$ (3,631.13)
9.20	LANDSCAPING	LS	\$615,453.00	0.1	\$ 39,770.75
11.01	FIELD OFFICE	EA	\$3,000.00	(1.0)	\$ (3,000.00)
12.03	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	\$1,050.00	26.2	\$ 27,457.50
12.07	DECK REPAIR, CLASS A	SY	\$485.00	6.6	\$ 3,191.30
12.12	ORNAMENTAL METAL RAILING	LF	\$130.00	2.8	\$ 364.00
12.13	CONCRETE REPAIR	SF	\$450.00	79.6	\$ 35,820.00
Total					\$ (23,186.68)

E - ITEMS NOT INCLUDED IN CONTRACT

Item No.	Item Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
9001	2018 SPRING COLD WEATHER PAVEMENT PROTECTION	SY	\$1.00	340.3	\$ 340.30
9002	EW0#4 - ADDITIONAL LIGHT POLE	LS	\$4,400.00	1.0	\$ 4,400.00
9003	EW0#3 - ACC COLD PATCH	TON	\$220.00	1.6	\$ 349.80
9004	EW0#2 - FLUME UNDER HWY 58	LS	\$5,440.00	1.0	\$ 5,440.00
9005	EW0#1 - STORM STRUCTURE REPAIR UNDER DRY RUN CREEK BRIDGE	LS	\$14,519.74	1.0	\$ 14,519.74
9006	EW0#5 - IADOT ELECTRIC RELOCATION	LS	\$12,020.00	1.0	\$ 12,020.00
9007	INTERMEDIATE & FINAL COMPLETION DATE INCENTIVES	LS	\$70,000.00	1.0	\$ 70,000.00
9008	EW0#6 - ADDITIONAL WORK TO BRIDGE PAVING NOTCH	LS	\$11,594.80	1.0	\$ 11,594.80
Total					\$ 118,664.64

Change Order (4) Running Total: \$95,477.96

Breakdown of Engineering Work Orders (EWO's)

EWO#1

9002	-	Removal and Demolition	1 LS @ \$1,750.00/LS
9003	-	Concrete Structure & Trail Replacement	1 LS @ \$7,480.00/LS
9004	-	RCP Pipe and Regrading For Trail	1 LS @ \$3,750.00/LS
9005	-	Storm Sewer, RCP, 24 IN.	24 LF @ \$31.88/LF
9006	-	Pipe Apron, RCP, 24 IN	1 EA @ \$774.62/EA
			Total = \$14,519.74

EWO#2

7000	-	Manhole, Storm Sewer, SW-401, 48 IN. (Item #6.01)	1 EA @ \$3,500.00/EA
7001	-	Concrete Median, Paved, 6 IN. (Item #7.07)	164 SY @ 46.50/SY
7002	-	Removal, Roadway Pavement (Item #7.14)	164 SY @ \$4.50/SY
			Total = \$11,864.00

9007	-	MOB	1 LS @ \$2,800.00/LS
9008	-	Regrading of Flume Area	1 LS @ \$1,550.00/LS
9009	-	Backfilling of the Flume	1 LS @ \$650.00/LS
9010	-	Construction Survey	1 LS @ \$440.00/LS
			Total = \$5,440.00

EWO#3

9011	-	ACC Cold Patch	1.59 TON @ \$220.00/TON
			Total = \$349.80

EWO#4

9012	-	Additional Light Pole	1 EA @ \$4,400.00/EA
			Total = \$4,400.00

EWO#5

9013	-	Electrical Relocation	1 LS @ \$9,020.00/EA
9014	-	Removal of Handhole	6 EA @ \$500.00/EA
			Total = \$12,020.00

EWO#6

9013	-	Electrical Relocation	1 LS @ \$9,020.00/EA
			Total = \$11,594.80

ITEM 18.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Arends Excavating LLC

Date: 11/15/19

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:


Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Senior Accountant.

11/15/19
Date Signed

ITEM 18.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Benton's Ready Mixed Concrete

Date: 11/14/19

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Forrest Benton
Forrest Benton

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Vice President

11/14/19
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

BMC Aggregates LC

Date: 11/14/19

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *Managing Member*

11/14/19

Date Signed

ITEM 18.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cedar Valley Trucking LLC

Date:

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Brad News President
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11/14/19
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

CGA Consultants

Date: February 7, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Roger D. Luehning
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *Treasurer*

2/7/2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Coleman Moore Company

Date: 11-14-19

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: PRESIDENT

11-4-19

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Construction Materials Inc

Date: November 14, 2019

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

 President

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11-14-19
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Forterra

Date: 1-29-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *Genl Mgr.*

1-29-2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Hayes Bros LLC

Date: January 29, 2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Heather Stator

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: Office Admin

1-29-2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Hi-Way Products

Date:

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Imi Roeder

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *Bookkeeper*

1.29.20
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3

in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Leymaster Tile LLC

Date:

12 November 2019

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *Owner*

12 Nov 2019

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Triple D Enterprises LLP *[Signature]*

Date: 2-8-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Tr. (signed above)

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

2-8-20
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Utility Equipment Co

Date: NOVEMBER 14, 2019

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant MICHAEL R CORYN, PRESIDENT
Position or Title of Lienor with Subcontractor/Supplier Company:

NOVEMBER 14, 2019
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Aspro Inc

Date: _____

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

M. Dakorid

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: _____

01/10/20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cunningham Construction Co.

Date: 01/08/2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *President*

01/08/2020
Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

University Avenue Phase III, Cedar Falls, IA


And furnished in the execution and fulfillment of contract between
Said Contractor and

Construction Materials, Inc.

Subcontractor/Supplier

Dated: April 9, 2019

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

April 9, 2019

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

University Avenue Phase III, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between
Said Contractor and

Construction Materials, Inc.

Subcontractor/Supplier

Dated: April 9, 2019

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

April 9, 2019

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

University Avenue Phase III, Cedar Falls, IA

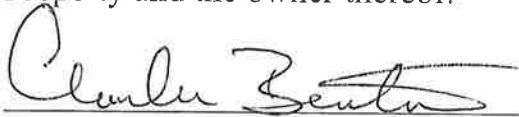
And furnished in the execution and fulfillment of contract between
Said Contractor and

Benton's Ready Mixed Concrete, Inc.

Subcontractor/Supplier

Dated: 8-20-19

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

8-20-19

Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

K Cunningham Construction

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

University Avenue Phase III, Cedar Falls, IA

And furnished in the execution and fulfillment of contract between
Said Contractor and

~~Benton's Ready Mixed Concrete, Inc.~~

Subcontractor/Supplier

Dated: 8-20-19

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

8-20-19

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Cedar Falls Construction Co Inc

Date:

1/8/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Pat Budke

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company: *President*

1/8/20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Des Moines Steel Fence

Date: 2/3/2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Des Moines Steel Fence Co Inc

Jeffrey W Daniels

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:
manager

2/3/2020

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
In the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Des Moines Steel Fence

Date: 02/05/2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Merchants Metals Inc.
Tracy Brown

Lienor or Claimant Tracy Brown - Credit Analyst
Position or Title of Lienor with Subcontractor/Supplier Company:

02/05/2020
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
In the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Des Moines Steel Fence

Date: 2/5/2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

HI-WAY PRODUCTS, INC.
Shawn Reddick, V.P.

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

2/5/20
Date Signed

P.O. # 31908



Quality Products, Exceptional Service,
Outstanding People

3010 LBJ Freeway
Dallas, Texas 75234

TEL: 972.714.7300
FAX: 972.243.3735

MasterHalco.com

FINAL LIEN RELEASE

This Release is entered this 5th day of February 2020 between **Des Moines Steel Fence and Master-Halo, Inc.**, a California Corporation. For valuable consideration receipt, which is hereby acknowledged, Master-Halco, Inc. the undersigned releases and hereby discharges **Des Moines Steel Fence and** all claims of the undersigned for any and all claims, liabilities, damage, obligations, demand, actions, causes of action, or suits of any kind or nature whatsoever, known and unknown, presently existing or which may exist in the future, arising from or related

Invoice 18133587

Cedar Falls University Ave Reconstruction

Fencing material

The undersigned hereby declares that the terms of this Release have been completely read, fully understood, and represent what the parties agree to as the basis for the settlement. The undersigned warrants that no assignment of any portion of this claim has been made to a third party. Further, the parties agree that the terms of this Release are voluntarily accepted for the purpose of making a full and complete settlement and release of any and all claims against the releasee, disputed or otherwise, arising from or related to the aforementioned:

Dated: 2-5-20

MASTER-HALCO, INC.

BY: Bela
Title: SR Credit Manager

The foregoing instrument was acknowledged before me this 5th day of February 2020 by Brenda Vela, SR Credit Manager of Master-Halco, Inc on behalf of Master-Halco, Inc.

NOTARY PUBLIC Melissa Hume COMMISSION EXPIRES 9-19-2023



RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in **FULL** for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:


University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

KW Electric Inc

Date: 1-17-2020

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

 Jeremy Brandt

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1-17-2020
Date Signed

ITEM 18.

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Meli LLC

Date:

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

SMET MEKANOVIC OWNER

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

02-12-2020

Date Signed

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

Meli LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

UNIVERSITY AV Phase III Blackhawk IA

And furnished in the execution and fulfillment of contract between said contractor and

Stetson
OWNER

Dated 12-15-2018
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof


LIENOR OR CLAIMANT

2/7/2020
DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

MELI LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

UNIVERSITY AV PHASE III BLACK HAWKIAI

And furnished in the execution and fulfillment of contract between said contractor and

Benton's Ready Mixed Concrete Inc
OWNER

Dated 12-15-2018
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof


LIENOR OR CLAIMANT

2-7-20
DATE SIGNED

RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor, materials, supplies, or equipment supplied to

MELI LLC

CONTRACTOR

or to any subcontractor, in the construction or repair of the improvements upon the property located at:

UNIVERSITY AV Phase III Blackhawk IA

And furnished in the execution and fulfillment of contract between said contractor and

UECO

OWNER

Dated 12-15-2018
do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the owner thereof

Thomas C. Coryn
LIENOR OR CLAIMANT
THOMAS C CORYN, V. PRESIDENT

FEBRUARY 6, 2020
DATE SIGNED

Zachary Sprinz, Chief Metallurgist



All manufacturing processes of the steel materials in this product, including melting, have occurred within the United States. Products produced are weld free. Mercury, in any form, has not been used in the production or testing of this material.

Comments:

Other Test Results										
Yield (PSI) : 68300	Elongation in 8" (%) : 12.8		Bend Test : Pass		Average Deformation Height (IN) : 0.036		Weight Percent Variance (%) : -4.20			
Tensile (PSI) : 104600										
C (%)	Mn (%)	P (%)	S (%)	Si (%)	Ni (%)	Cr (%)	Mo (%)	Cu (%)	V (%)	Nb (%)
0.38	0.95	0.021	0.050	0.205	0.21	0.19	0.06	0.41	0.004	0.001

Melt Country of Origin : United States
Melting Date: 08/25/2019

I hereby certify that the material described herein has been manufactured in accordance with the specifications and standards listed above and that it satisfies those requirements.

Customer PO	Product Group	Grade	Size	BOL #	Description	Production Date	Product Country	Original Item
1353558-00	Rebar	A615 Gr 60/AASHTO M31	#4	BOL-341709	Rebar #4/13mm A615 Gr 60/AASHTO M31 20' 0" [240"] 2001-6000 lbs	08/30/2019	United States	Original Item Description
					Customer Part #			Original Item Number
					Load #			
					Heat #			
					Lot #			
					Product #			
					Sales Order #			
					Qty Shipped LBS			
					Qty Shipped EA			

NUCOR
 Mill Certification
 09/05/2019
 MTR#:253592-2
 Lot #:36000731020
 ONE NUCCOR WAY
 BOURBONNAIS, IL 60914 US
 815-937-3131
 Fax: 815-939-5599

Sold To: STETSON BUILDING PRODUCTS
 2205 BELL AVE
 DES MOINES, IA 50321 US

Ship To: STETSON BUILDING PRODUCTS
 320 W 18TH ST
 WATERLOO, IA 50702 US

W. R. MEADOWS, INC.

P.O. BOX 338 • HAMPSHIRE, IL 60140-0338



TELEPHONE: 847-214-2100
800-825-5976
FAX: 847-683-4544

Website: www.wrmeadows.com
e-mail: wrmil@wrmeadows.com

CERTIFICATE OF COMPLIANCE

This is to certify that: 1645-WHITE Water-Based, Wax-Based Concrete Curing Compound

X Material Sold To Proposed Sale To **X Material Shipped To** Proposed Shipment To

Stetson Building Products
2205 Bell Ave.
Des Moines, IA 50321

Same

Date Shipped: 2018 **Shipping Order No.** N/A **P.O. No.** N/A

For Project: 2018 Yearly Requirements

Fully complies with the laboratory test requirements of: AASHTO M 148, Type 2, Class A; ASTM C 309, Type 2, Class A; FAA Item P-610-2.11 (e); Complies with all current federal, state, and local maximum allowable VOC requirements, including U.S. EPA, LADCO, SCAQMD, and OTC. Iowa DOT Specification: 4105.05

Dated at Hampshire, IL **this** 10th **day of** September **2018**



James Booras

James Booras
General Manager

Subscribed and sworn to before me
this 10th day of April 2018

Tina L. Prince

Notary Public

Certification issued by: CB/tp

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Mike Dolan Concrete & Masonry

Date: 1-9-20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Mike Dolan
Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1-9-20
Date Signed

FINAL LIEN WAIVER
RELEASE BY CLAIMANTS

The undersigned, having received payment in full for all labor,
Materials, supplies, or equipment supplied to:

Mike Dolan Concrete & Masonry

Contractor

Or to any subcontractor/supplier, in the construction or repair of the
Improvements upon the property located at:

Cedar Falls Public Improvement University Ave Recon Phase III, Cedar Falls, IA

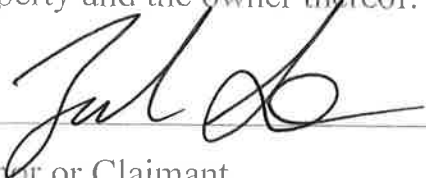
And furnished in the execution and fulfillment of contract between
Said Contractor and

Midland Concrete Products

Subcontractor/Supplier

Dated: 1/9/2020

Do (does) hereby release and waiver any and all claims, lien and liens
Right, of any kind, nature, or description what so ever, against said
Property and the owner thereof:



Lienor or Claimant

1/9/2020

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

MIKE DALAN CONCRETE + MASONRY INC.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

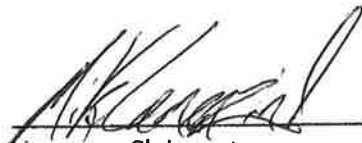
University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Camenzind Masonry LLC

Date: 1/9/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:


Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1/9/20
Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

MIKE Dolan Concrete + masonry

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Benton Concrete

Date: 1/9/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:


Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1/9/20
Date Signed

FINAL WAIVER OF LIEN

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

The undersigned, *Edwards Cast Stone Co*, has been employed by *Mike Dolan Concrete & Masonry, Inc.* to provide cast stone for the *University Avenue Reconstruction (Phase 3)* project. We hereby waive our construction lien in the amount of \$88,960.00, the receipt of which is acknowledged, for all materials provided for this project through this date.

EDWARDS CAST STONE CO
777 EDWARDS ROAD
DUBUQUE, IA 52003
(563) 556-0535



Robert B. Edwards
President

April 24, 2019

Subscribed and sworn to before me this 24th day of April 2019

Carla M. Thomas
Notary Public

CARLA M. THOMAS
Iowa Notarial Seal
Commission Number 198930
My Commission Expires: 10-14-19

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Matthias Landscaping Co.

Date: 11/9/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:



Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

11/9/20

Date Signed



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

WAIVER OF MECHANIC'S LIEN

I/We, the undersigned, have been employed by Matthias Landscaping Co. Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

University Ave Phase III
Cedar Falls IA 50613

General Contractor:
Peterson Contractors Inc.
104 Blackhawk Street
Reinbeck IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 9th day of JANUARY, 2020

COMPANY: Signs & Designs
5600 Nordic Drive
Cedar Falls IA 50613

BY: *Faouel Shachtel*

Title: *VP*



3170 Wagner Road

Waterloo IA 50703

319-226-6000 319-226-6003 F

WAIVER OF MECHANIC'S LIEN

I/We, the undersigned, have been employed by Matthias Landscaping Co. Waterloo, IA, to furnish labor and /or materials for the construction, repair or reconstruction, or improvements to the landscape at the location known as:

University Ave Phase III
Cedar Falls IA 50613

General Contractor:
Peterson Contractors Inc.
104 Blackhawk Street
Reinbeck IA 50669

In Black Hawk Country, Iowa,

For and in consideration of our employment to furnish said labor and /or materials, I/We do hereby waive and release any and all rights, or claims or rights, to file and establish a mechanic's lien against the above-mentioned building, and improvements, and the above-described premises, given to us under the provisions of the statutes and laws of the State of Iowa, relating to mechanic's liens on account of labor or materials, or both, furnished, or which may be furnished, by us for, and on, the above-mentioned building, and the above-described premises.

Executed this 10th day of January, 2020

COMPANY: Gerdes Nursery
Harvard IL 60033

BY: [Signature]
 Title: President/owner

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Quality Striping Inc

Date: 1/8/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Ronda Hoyle

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1/8/20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Quality Traffic Control Inc

Date: 1/8/20

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Roncha Hoyle

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

1/8/20

Date Signed

RELEASE AND WAIVER OF LIEN

The undersigned, having received payment in FULL for all labor, services, materials, supplies, or equipment supplied to:

Peterson Contractors, Inc.

Or to any subcontractor, in the construction or repair of the improvements upon the property or project located at:

University Avenue Phase 3
in the City of Cedar Falls, Iowa

And furnished in the execution and fulfillment of contract between said contractor and

Service Signing LC

Date: 6-10-2019

Do (does) hereby release and waiver any and all claims, lien and liens right, of any kind, nature, or description what so ever, against said property or project and the owner thereof:

Cristi Hagedorn Office Manager

Lienor or Claimant

Position or Title of Lienor with Subcontractor/Supplier Company:

Feb. 3, 2020
Date Signed

FINAL WAIVER AND RELEASE OF LIEN

JAN 27 REC

ITEM 18.

WHEREAS, the undersigned, **ECHO GROUP INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE PHASE 3

W.O. #3039

In consideration of **\$3586.29** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 23 day of JANUARY, 2020.

ECHO GROUP INC

(Supplier or Subcontractor)

By: [Signature]



Title: Cralt Manager

Before me this 23 day of JANUARY, 2020

Notary: Brenda Gates

This amount may or may not include any freight charges.
Invoice(s): 7553291.001, 7656425.001

FINAL WAIVER AND RELEASE OF LIEN

ITEM 18.

WHEREAS, the undersigned, **MANATT'S INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE PHASE 3

W.O. #3039

In consideration of **\$3444.89** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 14 day of Jan, 2020.

MANATT'S INC

(Supplier or Subcontractor)
By: [Signature]
Title: Act SUPR

Before me this 14 day of Jan, 2020

Notary: [Signature]



This amount may or may not include any freight charges.
Invoice(s): 898455, 898870, 900442, 902045, 907660, 908401, 909735, 923237

RECEIVED JAN 24 2020

FINAL WAIVER AND RELEASE OF LIEN

ITEM 18.

JAN 27 REC'D

WHEREAS, the undersigned, **TERRY DURIN CO.**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

CFU-CONVERT OVERHEAD ELECTRICAL SERVICE
TO UNDERGROUND SERVICE, YEARS 2018-2019

W.O. #3070

In consideration of **\$1,423.95** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 24 day of January, 2020.

TERRY DURIN CO.
(Supplier or Subcontractor)
By: [Signature]
Title: President

Before me this 24 day of January, 2020

Notary: [Signature]



This amount may or may not include any freight charges.
Invoice(s): 4878-00, 4878-01, 6330-00

FINAL WAIVER AND RELEASE OF LIEN

JAN 27 RECD

WHEREAS, the undersigned, **VAN METER CO.**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE PHASE 3

W.O. #3039

In consideration of **\$3073.78** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 13 day of January, 2020.

VAN METER CO

(Supplier or Subcontractor)

By: [Signature]

Title: Accts. Receivable Coord

Before me this 13th day of January, 2020

Notary: [Signature]



This amount may or may not include any freight charges.
Invoice(s): 10237153.001, 10237118.001, 10237118.005, 10286506.001, 10394588.001, 10394588.002, 10450370.001

FINAL WAIVER AND RELEASE OF LIEN

ITEM 18.

JAN 13 REC'D

WHEREAS, the undersigned, **XCESSORIES SQUARED INC**, furnished work, labor, services and/or materials, either directly, or as a subcontractor of **K&W ELECTRIC, INC.** for the use in the construction, repair or improvement of the following property:

UNIVERSITY AVE PHASE 3

W.O. #3039

In consideration of **\$1,584.62** the undersigned does hereby acknowledge payment for all labor, materials, and services furnished by it or those acting under it and included in all prior billings of the undersigned incident to the total project: and does further acknowledge he will promptly pay all sum due for labor, materials, and services covered by and included in the work covered by this payment, and further does hereby waive all liens and claims the undersigned might have against the above property on account of any work performed or materials or services furnished in the overall project under its contracts and agreements therefore, and that it will discharge and settle all liens or claims of any persons or subcontractors claiming under him any work, materials or services furnished on the property above described prior or included in the billings paid herewith.

Dated this 10th day of JANUARY, 2020.

XCESSORIES SQUARED INC
(Supplier or Subcontractor)
By: Marilyn Brent
Title: Treas.

Before me this 10th day of January, 2020

Notary: Gregory A. Kirchgerner



This amount may or may not include any freight charges.
Invoice(s): 51740

Performance, Payment and Maintenance Bond

SURETY BOND NO. 106807441

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million Four Hundred Sixty-Eight Thousand Three Hundred Thirty-Four Dollars and Zero Cents (\$3,468,334.00), 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.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 18th day of December, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**University Avenue Reconstruction Phase 3 Project
Paving
Project RC-000-3140**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor 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 Contractor and the Surety on this Bond hereby agreed 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 Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the 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 to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, 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 Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. 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 Contractor 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 and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the 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 Owner 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, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner 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 in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor 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 Contract, in the Contract Documents, 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, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, 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 and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3140

Witness our hands, in triplicate, this 18th day of December, 2017.

Surety Countersigned By:

PRINCIPAL:

not required

Peterson Contractors, Inc.

Signature of Agent

Contractor

By:



Signature
president

Title

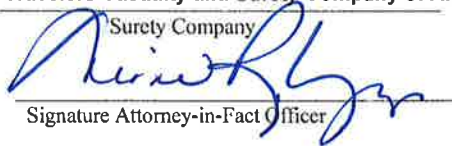
Printed Name of Agent

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By:



Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

P. O. Box 9207

Company Address

Des Moines, IA 50306-9207

City, State, Zip Code

(515) 223-6800

Company Telephone Number

Company Telephone Number

Company Name

Company Address

City, State, Zip Code

FORM APPROVED BY:

Attorney for Owner

NOTE:

1. All signatures on this performance, payment, and maintenance 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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: 106807441
Principal: Peterson Contractors, Inc.
Obligee: City of Cedar Falls, Iowa

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public



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: Jon Fitch, PE, Principal Engineer
DATE: February 26th, 2020
SUBJECT: 12th Street Reconstruction
Project No. RC-059-3196
Bid Opening

On Tuesday, February 25th, 2020 at 2:00 p.m., bids were received and opened for the 12th Street Reconstruction Project. A total of five (5) bids were received, with Peterson Contractors Inc (PCI) the low bidder:

Table with 2 columns: Bidder Name and Base Bid. Rows include Engineering Estimate (\$1,153,300.00), Peterson Contractors Inc (\$1,019,447.57), K. Cunningham Construction Inc (\$1,025,790.92), Pirc-Tobin Construction Inc (\$1,168,935.14), Veith Construction Corp (\$1,245,701.65), and BWC Excavating, LC (\$1,531,425.75).

The Engineer's Estimate for this project was \$1,153,300.00. Peterson Contractors Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$1,019,447.57. Attached is a bid tab for your reference. The project will be funded by Local Option Sales Tax, Street Construction Fund and Cedar Falls Utilities funding sources.

We recommend acceptance of the lowest bid from Peterson Contractors Inc. in the amount of \$1,019,447.57. On March 16th, 2020, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS

12th Street Reconstruction
Project Number: RC-059-3196

ITEM 19.

February 25, 2020 @ 2:00 PM		BASE BID		ENGINEER'S ESTIMATE		Peterson Contractors Inc		K. Cunningham Construction Inc		Pirc-Tobin Construction Inc		Veith Construction Corp		BWC Excavating, LC		BID AVERAGE	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Clearing and Grubbing	UNIT	486	\$ 40.00	\$ 19,440.00	\$75.00	\$36,450.00	\$75.00	\$36,450.00	\$10.00	\$4,860.00	\$60.00	\$29,160.00	\$50.00	\$24,300.00	54	\$26,250.00
2	Topsoil, On-site	CY	517	\$ 12.00	\$ 6,204.00	\$25.00	\$12,925.00	\$25.00	\$12,925.00	\$15.00	\$7,755.00	\$33.00	\$17,061.00	\$50.00	\$25,850.00	30	\$15,310.00
3	Excavation, Class 10	CY	3569	\$ 10.00	\$ 35,690.00	\$9.45	\$33,727.05	\$9.45	\$33,727.05	\$10.00	\$35,690.00	\$14.50	\$51,750.50	\$25.00	\$89,225.00	14	\$48,830.00
4	Excavation, Class 12	CY	50	\$ 30.00	\$ 1,500.00	\$15.00	\$750.00	\$15.00	\$750.00	\$75.00	\$3,750.00	\$65.00	\$3,250.00	\$125.00	\$6,250.00	59	\$2,950.00
5	Excavation, Class 10, Unsuitable or Unstable	CY	362.4	\$ 15.00	\$ 5,436.00	\$9.45	\$3,424.68	\$9.45	\$3,424.68	\$50.00	\$18,120.00	\$60.00	\$21,744.00	\$25.00	\$9,060.00	31	\$11,160.00
6	Subgrade Preparation	SY	7247.5	\$ 2.00	\$ 14,495.00	\$1.00	\$7,247.50	\$1.00	\$7,247.50	\$1.00	\$7,247.50	\$1.25	\$9,059.38	\$2.00	\$14,495.00	1	\$9,060.00
7	Subgrade Treatment, Geogrid, Type 2	SY	362.4	\$ 5.00	\$ 1,812.00	\$3.25	\$1,177.80	\$3.25	\$1,177.80	\$2.00	\$724.80	\$2.50	\$906.00	\$5.00	\$1,812.00	3	\$1,160.00
8	Subbase, Modified, 12"	SY	7247.5	\$ 11.00	\$ 79,722.50	\$12.65	\$91,680.88	\$12.65	\$91,680.88	\$15.50	\$112,336.25	\$15.50	\$112,336.25	\$15.00	\$108,712.50	14	\$103,350.00
9	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00	2650	\$2,650.00
10	Trench Compaction Testing	LS	1	\$ 1,000.00	\$ 1,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	\$3,250.00	\$3,250.00	2600	\$2,600.00
11	Storm Sewer, Trenched, RCP, 15"	LF	629	\$ 50.00	\$ 31,450.00	\$49.00	\$30,821.00	\$49.00	\$30,821.00	\$65.00	\$40,885.00	\$70.00	\$44,030.00	\$88.00	\$55,352.00	64	\$40,390.00
12	Storm Sewer, Trenched, RCP, 18"	LF	155	\$ 55.00	\$ 8,525.00	\$51.00	\$7,905.00	\$51.00	\$7,905.00	\$68.50	\$10,617.50	\$92.00	\$14,260.00	\$80.00	\$12,400.00	69	\$10,620.00
13	Storm Sewer, Trenched, RCAP/RCEP, Eq. Dia. 24"	LF	104	\$ 120.00	\$ 12,480.00	\$76.00	\$7,904.00	\$76.00	\$7,904.00	\$90.00	\$9,360.00	\$130.00	\$13,520.00	\$155.00	\$16,120.00	105	\$10,970.00
14	Storm Sewer, Trenched, PVC, 15"	LF	0	\$ 65.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	27	\$0.00
15	Removal of Storm Sewer, All Types and Sizes	LF	388	\$ 20.00	\$ 7,760.00	\$10.00	\$3,880.00	\$10.00	\$3,880.00	\$5.50	\$2,134.00	\$20.00	\$7,760.00	\$12.00	\$4,656.00	12	\$4,470.00
16	Subdrain, Type 1, HDPE, 6"	LF	2056	\$ 11.50	\$ 23,644.00	\$8.00	\$16,448.00	\$8.00	\$16,448.00	\$15.00	\$30,840.00	\$20.00	\$41,120.00	\$10.00	\$20,560.00	12	\$25,090.00
17	Subdrain Cleanout, Type A-2, 6"	EA	13	\$ 500.00	\$ 6,500.00	\$400.00	\$5,200.00	\$400.00	\$5,200.00	\$400.00	\$5,200.00	\$275.00	\$3,575.00	\$450.00	\$5,850.00	385	\$5,010.00
18	Subdrain Outlets and Connections, CMP, 6"	EA	7	\$ 250.00	\$ 1,750.00	\$450.00	\$3,150.00	\$450.00	\$3,150.00	\$175.00	\$1,225.00	\$250.00	\$1,750.00	\$400.00	\$2,800.00	345	\$2,420.00
19	Storm Sewer Service Stub, PVC, 4"	LF	142	\$ 50.00	\$ 7,100.00	\$50.00	\$7,100.00	\$50.00	\$7,100.00	\$65.00	\$9,230.00	\$125.00	\$17,750.00	\$52.00	\$7,384.00	68	\$9,720.00
20	Water Main, Trenched, DIP, 4" (w/ Nitrile Gaskets)	LF	12	\$ 70.00	\$ 840.00	\$98.00	\$1,176.00	\$98.00	\$1,176.00	\$115.00	\$1,380.00	\$285.00	\$3,420.00	\$130.00	\$1,560.00	145	\$1,750.00
21	Water Main, Trenched, DIP, 6" (w/ Nitrile Gaskets)	LF	61	\$ 62.50	\$ 3,812.50	\$60.00	\$3,660.00	\$60.00	\$3,660.00	\$95.00	\$5,795.00	\$130.00	\$7,930.00	\$60.00	\$3,660.00	81	\$4,950.00
22	Water Main, Trenched, DIP, 8" (w/ Nitrile Gaskets)	LF	356	\$ 67.50	\$ 24,030.00	\$56.00	\$19,936.00	\$56.00	\$19,936.00	\$75.00	\$26,700.00	\$79.00	\$28,124.00	\$75.00	\$26,700.00	68	\$24,280.00
23	Water Main, Trenched, DIP, 10" (w/ Nitrile Gaskets)	LF	6	\$ 75.00	\$ 450.00	\$210.00	\$1,260.00	\$210.00	\$1,260.00	\$175.00	\$1,050.00	\$365.00	\$2,190.00	\$175.00	\$1,050.00	227	\$1,370.00
24	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	310	\$ 85.00	\$ 26,350.00	\$78.00	\$24,180.00	\$78.00	\$24,180.00	\$100.00	\$31,000.00	\$105.00	\$32,550.00	\$105.00	\$32,550.00	93	\$28,900.00
25	Fitting, DIP, 4" MJ Cap	EA	4	\$ 150.00	\$ 600.00	\$200.00	\$800.00	\$200.00	\$800.00	\$200.00	\$800.00	\$75.00	\$300.00	\$350.00	\$1,400.00	205	\$820.00
26	Fitting, DIP, 6" MJ Cap	EA	8	\$ 175.00	\$ 1,400.00	\$225.00	\$1,800.00	\$225.00	\$1,800.00	\$220.00	\$1,760.00	\$95.00	\$760.00	\$375.00	\$3,000.00	228	\$1,830.00
27	Fitting, DIP, 10" MJ Cap	EA	1	\$ 200.00	\$ 200.00	\$300.00	\$300.00	\$300.00	\$300.00	\$365.00	\$365.00	\$175.00	\$175.00	\$575.00	\$575.00	343	\$350.00
28	Fitting, DIP, 12" MJ Cap	EA	4	\$ 225.00	\$ 900.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$450.00	\$1,800.00	\$225.00	\$900.00	\$400.00	\$1,600.00	355	\$1,420.00
29	Fitting, DIP, 4" MJ 90° Bend	EA	3	\$ 250.00	\$ 750.00	\$275.00	\$825.00	\$275.00	\$825.00	\$375.00	\$1,125.00	\$200.00	\$600.00	\$385.00	\$1,155.00	302	\$910.00
30	Fitting, DIP, 6" MJ 90° Bend	EA	1	\$ 300.00	\$ 300.00	\$275.00	\$275.00	\$275.00	\$275.00	\$425.00	\$425.00	\$250.00	\$250.00	\$525.00	\$525.00	350	\$350.00
31	Fitting, DIP, 10" MJ 90° Bend	EA	2	\$ 375.00	\$ 750.00	\$475.00	\$950.00	\$475.00	\$950.00	\$650.00	\$1,300.00	\$425.00	\$850.00	\$625.00	\$1,250.00	530	\$1,060.00
32	Fitting, DIP, 12" MJ 45° Bend	EA	4	\$ 400.00	\$ 1,600.00	\$550.00	\$2,200.00	\$550.00	\$2,200.00	\$845.00	\$3,380.00	\$500.00	\$2,000.00	\$630.00	\$2,520.00	615	\$2,460.00
33	Fitting, DIP, 2"x1.5" MJ Reducer	EA	1	\$ 250.00	\$ 250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$200.00	\$200.00	\$95.00	\$95.00	\$1,400.00	\$1,400.00	439	\$440.00
34	Fitting, DIP, 6"x2" MJ Reducer	EA	1	\$ 325.00	\$ 325.00	\$300.00	\$300.00	\$300.00	\$300.00	\$200.00	\$200.00	\$175.00	\$175.00	\$750.00	\$750.00	345	\$350.00
35	Fitting, DIP, 6"x4" MJ Reducer	EA	2	\$ 350.00	\$ 700.00	\$325.00	\$650.00	\$325.00	\$650.00	\$400.00	\$800.00	\$200.00	\$400.00	\$500.00	\$1,000.00	350	\$700.00
36	Fitting, DIP, 10"x8" MJ Reducer	EA	1	\$ 1,000.00	\$ 1,000.00	\$350.00	\$350.00	\$350.00	\$350.00	\$500.00	\$500.00	\$300.00	\$300.00	\$600.00	\$600.00	420	\$420.00
37	Fitting, DIP, 12"x6" MJ Tee	EA	3	\$ 1,000.00	\$ 3,000.00	\$525.00	\$1,575.00	\$525.00	\$1,575.00	\$900.00	\$2,700.00	\$600.00	\$1,800.00	\$700.00	\$2,100.00	650	\$1,950.00
38	Water Service Stub, Copper, 3/4" (Short Side)	EA	9	\$ 1,500.00	\$ 13,500.00	\$1,500.00	\$13,500.00	\$1,500.00	\$13,500.00	\$1,260.00	\$11,340.00	\$1,150.00	\$10,350.00	\$1,250.00	\$11,250.00	1332	\$11,990.00
39	Water Service Stub, Copper, 3/4" (Long Side)	EA	12	\$ 1,850.00	\$ 22,200.00	\$1,850.00	\$22,200.00	\$1,850.00	\$22,200.00	\$1,800.00	\$21,600.00	\$2,150.00	\$25,800.00	\$2,250.00	\$27,000.00	1980	\$23,760.00
40	Water Service Stub, Copper, 1" (Short Side)	EA	1	\$ 1,600.00	\$ 1,600.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,300.00	\$1,300.00	\$1,150.00	\$1,150.00	\$1,500.00	\$1,500.00	1490	\$1,490.00
41	Water Service Stub, Copper, 1.5" (Long Side)	EA	1	\$ 2,500.00	\$ 2,500.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,500.00	\$2,500.00	\$2,850.00	\$2,850.00	\$3,000.00	\$3,000.00	2770	\$2,770.00
42	Valve, Gate, 6"	EA	1	\$ 1,900.00	\$ 1,900.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,000.00	\$1,000.00	\$2,850.00	\$2,850.00	\$1,250.00	\$1,250.00	1760	\$1,760.00
43	Valve, Gate, 8"	EA	1	\$ 2,100.00	\$ 2,100.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$3,275.00	\$3,275.00	\$1,500.00	\$1,500.00	2135	\$2,140.00
44	Valve, Gate, 12"	EA	2	\$ 2,500.00	\$ 5,000.00	\$3,350.00	\$6,700.00	\$3,350.00	\$6,700.00	\$2,500.00	\$5,000.00	\$4,250.00	\$8,500.00	\$2,500.00	\$5,000.00	3190	\$6,380.00
45	Tapping Valve Assembly, 12"x6"	EA	1	\$ 4,000.00	\$ 4,000.00	\$4,350.00	\$4,350.00	\$4,350.00	\$4,350.00	\$3,550.00	\$3,550.00	\$4,500.00	\$4,500.00	\$5,900.00	\$5,900.00	4530	\$4,530.00
46	Tapping Valve Assembly, 12"x8"	EA	1	\$ 4,500.00	\$ 4,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$5,100.00	\$5,100.00	\$7,250.00	\$7,250.00	4670	\$4,670.00
47	Fire Hydrant Assembly	EA	2	\$ 5,000.00	\$ 10,000.00	\$4,600.00	\$9,200.00	\$4,600.00	\$9,200.00	\$4,350.00	\$8,700.00	\$2,750.00	\$5,500.00	\$4,800.00	\$9,600.00	4220	\$8,440.00
48	Flushing Device (Blowoff), 10"	EA	2	\$ 4,000.00	\$ 8,000.00	\$1,700.00	\$3,400.00	\$1,700.00	\$3,400.00	\$1,200.00	\$2,400.00	\$2,850.00	\$5,700.00	\$2,400.00	\$4,800.00	1970	\$3,940.00
49	Fire Hydrant Adjustment	EA	1	\$ 2,500.00	\$ 2,500.00	\$750.00	\$750.00	\$750.00	\$750.00	\$2,250.00	\$2,250.00	\$1,775.00	\$1,775.00	\$1,800.00	\$1,800.00	1465	\$1,470.00
50	Fire Hydrant Assembly Removal	EA	1	\$ 1,250.00	\$ 1,250.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$525.00	\$525.00	\$800.00	\$800.00	795	\$800.00
51	Valve Removal	EA	1	\$ 250.00	\$ 250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$350.00	\$350.00	\$500.00	\$500.00	\$800.00	\$800.00	530	\$530.00
52	Air Release Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$2,500.00	\$2,500.00	1790	\$1,790.00
53	Intake, SW-505	EA	9	\$ 5,500.00	\$ 49,500.00	\$5,525.00	\$49,725.00	\$5,525.00	\$49,725.00	\$4,350.00	\$39,150.00	\$4,575.00	\$41,175.00	\$4,500.00	\$40,500.00	4895	\$44,060.00
54	Intake, SW-506	EA	2	\$ 7,500.00	\$ 15,000.00	\$7,800.00	\$15,600.00	\$7,800.00	\$15,600.00	\$6,000.00	\$12,000.00	\$5,275.00	\$10,550.00	\$5,675.00	\$11,350.00	6510	\$13,020.00
55	Manhole Adjustment, Minor	EA	3	\$ 500.00	\$ 1,500.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$1,175.00	\$3,525.00	\$1,750.00	\$5,250.00	1235	\$3,710.00
56	Manhole Adjustment, Major	EA	1	\$ 1,000.00	\$ 1,000.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$2,450.00	\$2,450.00	\$2,875.00	\$2,875.00	\$3,000.00	\$3,000.00	2225	\$2,230.00
57	Remove Intake	EA	4	\$ 500.00	\$ 2,000.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$575.00	\$2,300.00	\$300.00	\$1,200.00	465	\$1,860.00
58	Pavement, PCC, 8"	SY	6539	\$ 48.00	\$ 313,872.00	\$41.60	\$27										

February 25, 2020 @ 2:00 PM				BASE BID		ENGINEER'S ESTIMATE		Peterson Contractors Inc		K. Cunningham Construction Inc		Pirc-Tobin Construction Inc		Veith Construction Corp		BWC Excavating, LC		BID AVERAGE	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
77	Concrete Steps, Type B	SF	159	\$ 100.00	\$ 15,900.00	\$103.00	\$16,377.00	\$103.00	\$16,377.00	\$65.00	\$10,335.00	\$113.00	\$17,967.00	\$75.00	\$11,925.00	92	\$14,600.00		
78	Handrail, Aluminum	LF	62	\$ 100.00	\$ 6,200.00	\$100.00	\$6,200.00	\$105.00	\$6,510.00	\$150.00	\$9,300.00	\$74.00	\$4,588.00	\$250.00	\$15,500.00	136	\$8,420.00		
79	Mobilization	LS	1	\$60,000.00	\$ 60,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$110,000.00	\$110,000.00	\$62,500.00	\$62,500.00	\$175,000.00	\$175,000.00	83500	\$83,500.00		
80	Maintenance of Postal Service	LS	1	\$ 1,500.00	\$ 1,500.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$1,350.00	\$1,350.00	\$10,000.00	\$10,000.00	3420	\$3,420.00		
81	Maintenance of Solid Waste Collection	LS	1	\$ 1,500.00	\$ 1,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,475.00	\$1,475.00	\$10,000.00	\$10,000.00	4395	\$4,400.00		
82	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00	2720	\$2,720.00		
TOTAL BASE BID				\$1,153,300.00		\$1,019,447.57		\$1,025,790.92		\$1,168,935.14		\$1,245,701.65		\$1,531,425.75		\$1,198,510.00			
	Addenda 1					X		X		X		X		X		X			
	Addenda 2					X		X		X		X		X		X			
	Bid Security (10%)					X		X		X		X		X		X			
	Bidder Status Form					X		X		X		X		X		X			
	Non-Collusion Affidavit					X		X		X		X		X		X			

**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: Terra Ray, Engineer Tech II

DATE: February 25, 2020

SUBJECT: 12th Street Reconstruction Project
Project No. RC-059-3196
Temporary Construction Easements

This project involves the removal and replacement of 12th St from College St to Tremont St as well as Walnut St from 11th St to 12th St. Walnut St is being lowered to improve sight distance to the 12th St intersection. In addition to full street reconstruction, the project will look to improve storm sewer and water main infrastructure. The intersection when completed will become a 4-way stop.

The project will require the acquisition of temporary construction easements from 4 properties to complete the project. This project is scheduled to start in the 2020 construction season.

We recommend that the City Council approve and execute Parcel 1,2,3 and 4 Temporary Construction Easements and record at the black hawk county courthouse.

xc: Jon Fitch, Principal Engineer, PE
Chase Schrage, Director of Public Works

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT-REVISED**

Property Address: 707-709 W12th Street, Cedar Falls **County Tax Parcel No:** 8914-12-364-003
Parcel Number: 1 **Project Name:** 12th Street Reconstruction
Project Number: RC-059-3196

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ **day of** _____, 20____, **by and between Zachary W. Shimp, 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) (Exhibit)

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	_____
\$624.00	on possession and conveyance	<u>30 days after council approval</u>
\$ _____	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	_____ sq. ft.	\$ _____
Underlying Fee Title	_____ sq. ft.	\$ _____
Temporary Easement	1,980 sq. ft.	\$624.00
Permanent Easement	_____ sq. ft.	\$ _____
Buildings	_____ sq. ft.	\$ _____
Severance Damages		\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary 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: Zachary W. Shimp

Zachary W. Shimp 2-6-2020
Zachary W. Shimp Date

State of Iowa
County of Black Hawk

This record was acknowledged before me on the 6 day of February, 2020 by

Zach Shimp and _____

Jennifer Murn
Signature of notarial officer

Jennifer Murn
Printed name of notarial officer
June 7, 2020
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: _____

ITEM 20.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 2 day of January, 2020, by Zachary W. Shimp ("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.

ITEM 20.

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) 12 months following the execution of this Agreement; 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: Zachary W. Shimp

Name: Zachary W. Shimp

Spouse: N/A

Date: 1-2-20

ITEM 20.

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 2nd day of January,
~~2020~~, by Zach Shimp, and _____


Signature of notarial officer



Title of Office

[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: _____

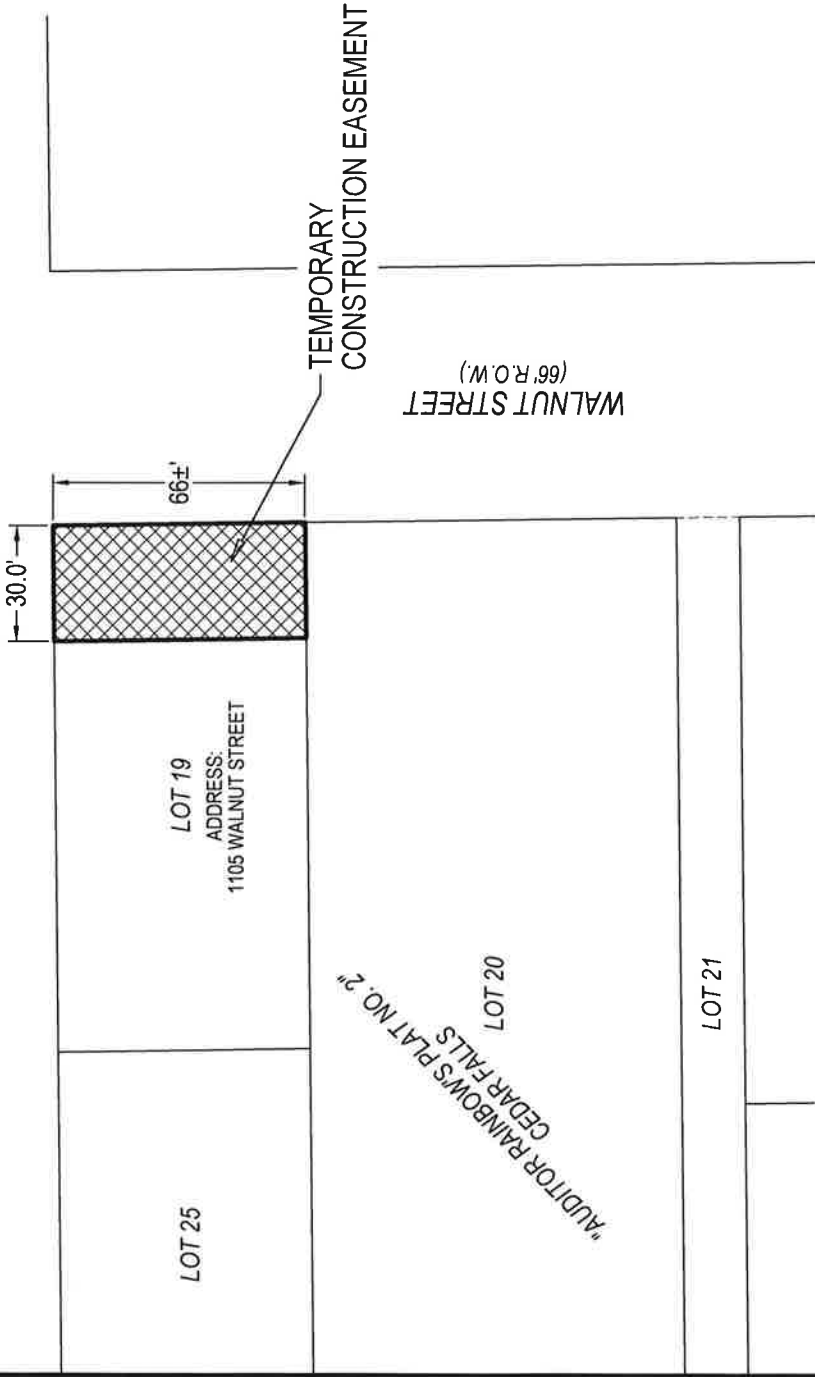
ITEM 20.

Right of Way Acquisition Plat
12th Street Reconstruction

City Proj. No. RC-059-3196

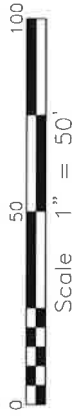
TEMPORARY CONSTRUCTION EASEMENT

11th STREET
(66' R.O.W.)



TEMPORARY CONSTRUCTION EASEMENT:

The East 30.0 feet of Lot 19, "Auditor Rainbow's Plat No. 2" in the City of Cedar Falls, Black Hawk County, Iowa.
Contains 1,980 square feet, more or less.



Owner
Zachary W. Shimp
1105 Walnut Street
Cedar Falls, Iowa 50613

Parcel No. : 1
8914-12-364-003

This plat has been compiled from record information and is not the result of a field survey.

DEPARTMENT OF PUBLIC WORKS
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT-REVISED**

Property Address: 707-709 W12th Street, Cedar Falls **County Tax Parcel No:** 8914-12-364-004
Parcel Number: 2 **Project Name:** 12th Street Reconstruction
Project Number: RC-059-3196

THIS OWNER PURCHASE AGREEMENT is entered into on this **day of** , 20 , **by and between** **Thomas J. Veiseth and Emily M. Veiseth, 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) (Exhibit)

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>933.00</u>	on possession and conveyance	<u>30 days after council approval</u>
\$ _____	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres sq. ft. = square feet		
Land by Fee Title _____	sq. ft.	\$ _____
Underlying Fee Title _____	sq. ft.	\$ _____
Temporary Easement <u>2,960</u>	sq. ft.	\$ <u>933.00</u>
Permanent Easement _____	sq. ft.	\$ _____
Buildings _____	sq. ft.	\$ _____
Severance Damages _____		\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary 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: Thomas J. Veiseth and Emily M. Veiseth

Thomas J. Veiseth _____ Date *Emily M. Veiseth* _____ Date

Thomas J. Veiseth Emily M. Veiseth

State of IA

County of Book Hawk

This record was acknowledged before me on the 24 day of

February, 2020 by

Thomas J. Veiseth and Emily M. Veiseth

Amy C. Eggleston

Signature of notarial officer

Amy C. Eggleston

Printed name of notarial officer

May 11, 2021

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: _____

ITEM 20.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20____, by Thomas J. Veiseth and Emily M. Veiseth (“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.

ITEM 20.

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) 12 months following the execution of this Agreement; 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: Thomas J. Veiseth and Emily M. Veiseth

Thomas J. Veiseth:

Emily M. Veiseth:

Date:

1-6-2020

ITEM 20.

State of Iowa)

County of Blackhawk)

This record was acknowledged before me on the 6th day of January, 2020, by Thomas J. Veiseth, and Emily M. Veiseth.

Joanne Goodrich
Signature of notarial officer

Stamp



Administrative Assistant
Title of Office

[My commission expires: May 28, 2021]

Page 2 of 20
Page 2 of 20
Page 2 of 20
Page 2 of 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: _____

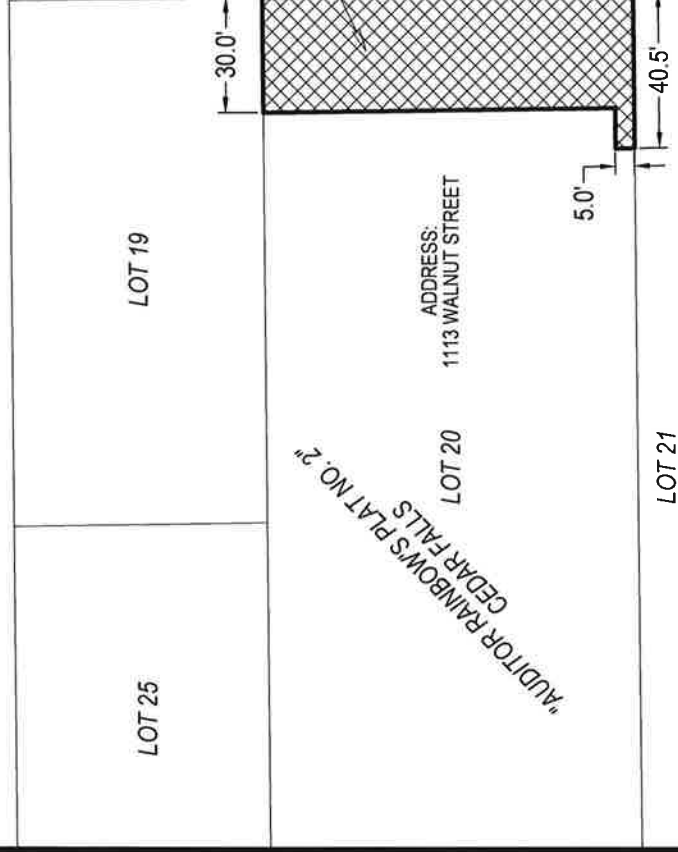
ITEM 20.

Right of Way Acquisition Plat
12th Street Reconstruction

City Proj. No. RC-059-3196

TEMPORARY CONSTRUCTION EASEMENT

11th STREET
(66' R.O.W.)



TEMPORARY
CONSTRUCTION EASEMENT

WALNUT STREET
(66' R.O.W.)

LOT 25

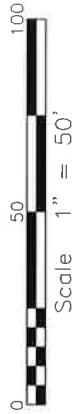
LOT 19

"AUDITOR RAINBOW'S PLAT NO. 2"
LOT 20
ADDRESS:
1113 WALNUT STREET

LOT 21

TEMPORARY CONSTRUCTION EASEMENT:

The East 30.0 feet of Lot 20 and the South 5.0 feet of the West 10.5 feet of the East 40.5 feet of Lot 20, "Auditor Rainbow's Plat No. 2" in the City of Cedar Falls, Black Hawk County, Iowa. Contains 2,960 square feet, more or less.



Owner

Thomas J. & Emily M. Veiseth
1113 Walnut Street
Cedar Falls, Iowa 50613

Parcel No. : 2
8914-12-364-004

This plat has been compiled from record information and is not the result of a field survey.

DEPARTMENT OF PUBLIC WORKS



ENGINEERING DIVISION

CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 707-709 W12th Street, Cedar Falls **County Tax Parcel No:** 8914-12-364-005
Parcel Number: 3 **Project Name:** 12th Street Reconstruction
Project Number: RC-059-3196

THIS OWNER PURCHASE AGREEMENT is entered into on this **day of** , 20 , **by and between Schultz Rental Properties II 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) (Exhibit)

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	_____
\$605.00	on possession and conveyance	30 days after council approval
\$ _____	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres sq. ft. = square feet		
Land by Fee Title _____	_____	_____
Underlying Fee Title _____	_____	_____
Temporary Easement 1,920 _____	_____	\$605.00
Permanent Easement _____	_____	\$ _____
Buildings _____	_____	\$ _____
Severance Damages _____	_____	\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary 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,


ITEM 20.

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: Schultz Rental Properties II LLC


Seller _____ As: member

State of IOWA

County of BLACK HAWK

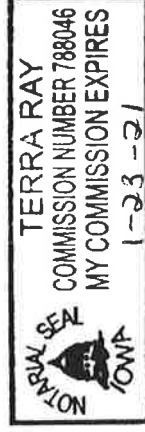
This record was acknowledged before me on the 20th day of JAN, 2020 by

SCHULTZ as MEMBER of SCHULTZ RENTAL PROP


Signature of notarial officer _____

TERRA RAY
Printed name of notarial officer _____

1-23-21
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.

My Commission Expires: _____

Notary Public in and for the State of Iowa

ITEM 20.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20____, by Schultz Rental Properties II 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.

ITEM 20.

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) 12 months following the execution of this Agreement; 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: Schultz Rental Properties II LLC

By:


Name: _____

Title: _____

ITEM 20.

State of IOWA)

County of BLACK HAWK)

This record was acknowledged before me on the 2 day of JAN,
2020 by SCHULTZ, as MEMBER of
SCHULTZ RENTAL PROP.



Terra Ray
Signature of notarial officer

Stamp

[_____]
Title of Office

[My commission expires: 1-23-21]

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

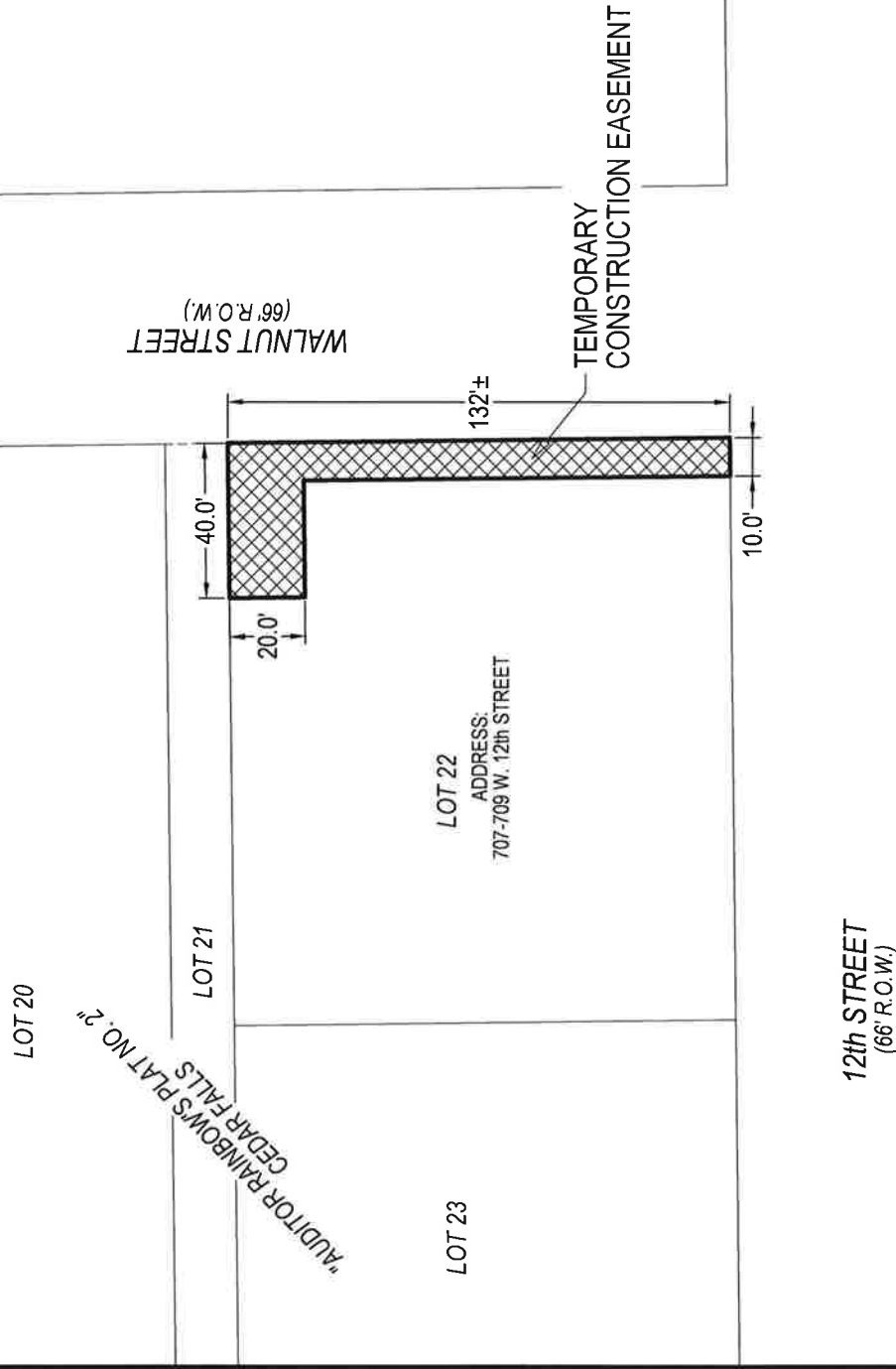
My Commission Expires: _____

ITEM 20.

Right of Way Acquisition Plat
12th Street Reconstruction

City Proj. No. RC-059-3196

TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT:

The East 10.0 feet of Lot 22 and the North 20.0 feet of the West 30.0 feet of the East 40.0 feet of Lot 22, "Auditor Rainbow's Plat No. 2" in the City of Cedar Falls, Black Hawk County, Iowa. Contains 1,920 square feet, more or less.



Owner

Schultz Rental Properties II LLC
503 W. 12th Street
Cedar Falls, Iowa 50613

Parcel No. : 3
8914-12-364-005

This plat has been compiled from record information and is not the result of a field survey.

DEPARTMENT OF PUBLIC WORKS
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

215

CITIZENS ARE OUR BUSINESS

JPH

CHECKED BY: TR

Last Update: January 16, 2020 8:56 AM

SHEET NO.

1

TOTAL SHEETS

ITEM 20.

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

Property Address: 1112 Walnut Street, Cedar Falls
Parcel Number: 4
Project Number: RC-059-3196

County Tax Parcel No: 8914-12-365-017
Project Name: 12th Street Reconstruction

THIS OWNER PURCHASE AGREEMENT is entered into on this 22 **day of** January, 2020
by and between Schuerman Properties 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) (Exhibit)

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>145.00</u>	on possession and conveyance	<u>30 days after council approval</u>
\$ _____	TOTAL LUMP SUM	
BREAKDOWN: ac. = acres sq. ft. = square feet		
Land by Fee Title _____	sq. ft.	\$ _____
Underlying Fee Title _____	sq. ft.	\$ _____
Temporary Easement <u>460</u>	sq. ft.	\$ <u>145.00</u>
Permanent Easement _____	sq. ft.	\$ _____
Buildings _____	sq. ft.	\$ _____
Severance Damages _____		\$ _____

4. Seller grants to the City a Temporary Easement as shown on the attached temporary easement plat. Seller also agrees to execute a Temporary 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,

ITEM 20.


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: Schuerman Properties LLC

 Seller
Date 1-22-20 As: member

State of IA
County of Black Hawk

This record was acknowledged before me on the 22 day of January, 2020 by Jaelyn H Schuerman as Member of Schuerman Properties LLC
Amy C Eggleston
Signature of notarial officer

Amy C Eggleston
Printed name of notarial officer

May 11, 2021
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.

My Commission Expires: _____

Notary Public in and for the State of Iowa

ITEM 20.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 22 day of January, 2020 by Schuerman Properties 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.

ITEM 20.

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) 12 months following the execution of this Agreement; 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: Schuerman Properties LLC

By: 
Name: Jocelyn H Schuerman
Title: member

ITEM 20.

State of Iowa)

County of Black Hawk)

This record was acknowledged before me on the 22 day of January, of 2020, by Jocelyn H. Scherman, as Member of Scherman Properties LLC.

Amy C Eggleston
Signature of Notarial Officer



Stamp

Administration Asst.
Title of Office

[My commission expires: May 11, 2021]

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

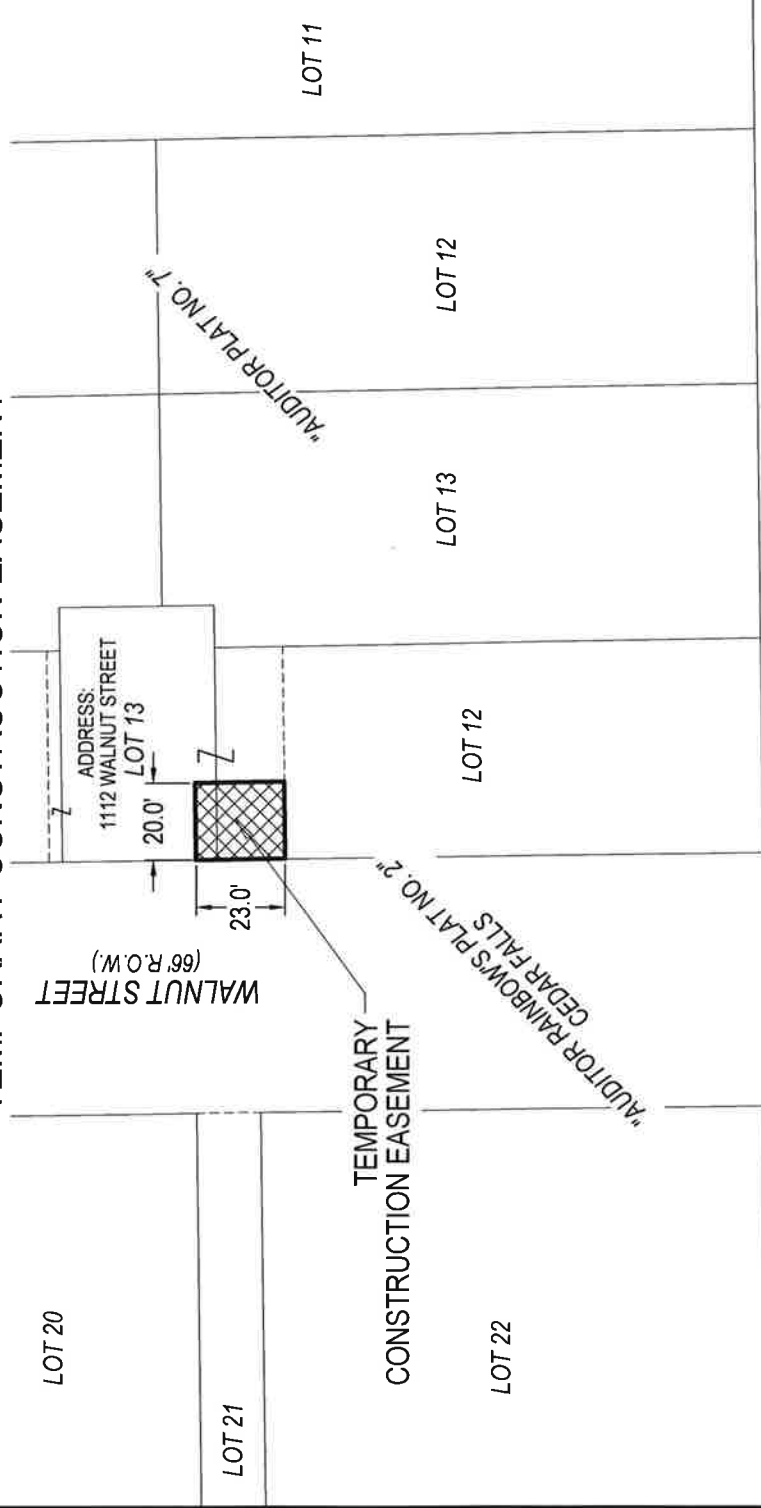
My Commission Expires: _____

ITEM 20.

Right of Way Acquisition Plat 12th Street Reconstruction

City Proj. No. RC-059-3196

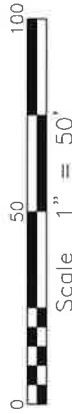
TEMPORARY CONSTRUCTION EASEMENT



12th STREET
(66' R.O.W.)

TEMPORARY CONSTRUCTION EASEMENT:

The West 20.0 feet of the South 23.0 feet of the following described parcel: Lot 12 except the South 125.0 feet thereof and Lot 13, "Auditor Rainbow's Plat No. 2" in the City of Cedar Falls, Black Hawk County, Iowa. Contains 460 square feet, more or less.



Owner

Schuerman Properties LLC
P.O. Box 214
Cedar Falls, Iowa 50613

Parcel No. : 4
8914-12-365-017

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

231

CITIZENS ARE OUR BUSINESS

JPH

TR

Last Update: December 27, 2019 3:20 PM

SHEET NO.

1

TOTAL SHEETS

ITEM 20.

**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: Terra Ray, Engineer Tech II

DATE: February 26, 2020

SUBJECT: Oak Park Sanitary Sewer Repair
City Project Number SA-002-3182
Set Public Hearing for Right of Way Acquisition

The City of Cedar Falls is planning to repair the Sanitary Sewer for Oak Park. The project will require the acquisition of temporary and permanent easements from eight (8) properties to complete repairs. This project is scheduled to start in the 2020 construction season.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

We recommend that the Council schedule a Public Hearing for March 16, 2020, to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Director of Public Works
Matthew Tolan, Civil Engineer II

**NOTICE OF PUBLIC HEARING ON A PROPOSAL TO UNDERTAKE A PUBLIC
IMPROVEMENT PROJECT FOR THE OAK PARK SANITARY SEWER REPAIR PROJECT
AND TO AUTHORIZE ACQUISITION OF PRIVATE PROPERTY FOR SAID PROJECT**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that on the 16th day of March, 2020, at 7:00 o'clock p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City on the proposal to undertake a public improvement project for the oak park sanitary sewer repair project and to authorize acquisition of private property for the project.

Written objections to the proposal may be filed with City Clerk on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa, on the 2nd day of March, 2020.

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls, Iowa

LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	-x-x-	-x-x-
Fence (Chain Link)	-//-//-	-//-//-
Fence (Wood)	- - -	- - -
Fence (Silt)	- - -	- - -
Tree Line		
Tree Stump		
Deciduous Tree or Shrub		
Coniferous Tree or Shrub		
Communication	---C(x)---	---C---
Overhead Communication	---OC(x)---	---OC---
Fiber Optic	---FO(x)---	---FO---
Underground Electric	---E(x)---	---E---
Overhead Electric	---OE(x)---	---OE---
Gas Main with Size	---4" G(x)---	---4" G---
High Pressure Gas Main with Size	---4" HPG(x)---	---4" HPG---
Water Main with Size	---8" W(x)---	---8" W---
Sanitary Sewer with Size	---8" S(x)---	---8" S---
Duct Bank	---DUCT(x)---	---DUCT---
Test Hole Location for SUE w/ID		
(x) Denotes the survey quality service level for utilities		
Sanitary Manhole		
Storm Sewer with Size		
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box		
Electric Transformer		
Traffic Sign		
Communication Pedestal		
Communication Manhole		
Communication Handhole		
Fiber Optic Manhole		
Fiber Optic Handhole		
Gas Valve		
Gas Manhole		
Gas Apparatus		
Fence Post or Guard Post		
Underground Storage Tank		
Above Ground Storage Tank		
Sign		
Satellite Dish		
Mailbox		
Soil Boring		

UTILITY QUALITY SERVICE LEVELS

Quality Levels Of Utilities Are Shown In The Parentheses With The Utility Type And When Applicable, Size. The Quality Levels Are Based On The CI / ASCE 38-02 Standard.

QUALITY LEVEL (D) Information Is Derived From Existing Utility Records Or Oral Recollections.

QUALITY LEVEL (C) Information Is Obtained By Surveying And Plotting Visible Above-Ground Utility Features And Using Professional Judgment In Correlating This Information With Quality D Information.

QUALITY LEVEL (B) Information Is Obtained Through The Application Of Appropriate Surface Geophysical Methods To Determine The Existence And Approximate Horizontal Position Of Subsurface Utilities.

QUALITY LEVEL (A) Is Horizontal And Vertical Position Of Underground Utilities Obtained By Actual Exposure Or Verification Of Previously Exposed Subsurface Utilities, As Well As The Type, Size, Condition, Material, And Other Characteristics.

UTILITY WARNING

The Utilities Shown Have Been Located From Field Survey Information And/Or Records Obtained. The Surveyor Makes No Guarantee That The Utilities Or Subsurface Features Shown Comprise All Such Items In The Area, Either In Service Or Abandoned. The Surveyor Further Does Not Warrant That The Utilities Or Subsurface Features Shown Are In The Exact Location Indicated Except Where Noted As Quality Level A.

UTILITY CONTACTS

UTILITY PROVIDER	CONTACT NAME	CONTACT PHONE
Mediacom	Kevin Parker	855-633-4226
Century Link	Tommy Brower	641-682-9455
CFU Electric	John Osterhaus	319-266-1761
CFU Gas	Jerald Lukensmeyer	319-266-1761
Cedar Falls Arborist	Brett Morris	319-268-5516
Cedar Falls Fire	(Business)	319-273-8622
Cedar Falls Police	(Business)	319-273-8612
Cedar Falls Public Works	Chase Schrage	319-268-5170
Cedar Falls Sanitary & Storm	Mike Nyman	319-268-5561
Cedar Falls Transit	Matt Lukehart	319-268-8629
CFU Water	Travis Schrage	319-266-1761
Cedar Falls Engineering	Matt Tolan	319-268-5164

SUDAS SPECIFICATION FIGURES

The Following Figures Are Specifically Brought To The Contractor's Attention. All SUDAS Figures Are Included By Reference As Necessary.

FIGURE	NAME
3010.101	Trench Bedding And Backfill Zones
3010.102	Rigid Gravity Pipe Trench Bedding
3010.103	Flexible Gravity Pipe Trench Bedding
4010.201	Sanitary Sewer Service Stub
4010.203	Sanitary Sewer Cleanout
4020.211	Storm Sewer Pipe Connections
6010.301	Circular Sanitary Sewer Manhole
6010.303	Sanitary Sewer Manhole Over Existing Sewer
6010.306	Chimney Seals For Sanitary Sewer Manholes
6010.307	Drop Connection For Sanitary Sewer Manhole
6010.601	Castings For Sanitary Sewer Manholes
7010.101	Joints
7010.102	PCC Curb Details
7030.101	Concrete Driveway, Type A
9030.101	Planting Pit
9030.102	Tree Staking, Guying, And Wrapping
9040.102	Filter Berm And Filter Sock
9040.103	Rolled Erosion Control Product (RECP) Installation On Slopes
9040.105	Wattle
9040.120	Stabilized Construction Entrance
11030.101	Temporary Mailboxes
11040.101	Temporary Granular Sidewalk and Temporary Residential Access

ITEM 21.

RAILROAD

MARK

Engineer: JSH

Checked By: PDS

Scale:

Field:

Date: 10/04/19

Technician: RWS

Project No: 1190115

Sheet A.2

OAK PARK BLVD SEWER REPLACEMENT

LEGENDS

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 236

Sheet A.2

GENERAL NOTES

1. Notify Owner And Engineer At Least 72 Hours Prior To Starting Construction.
2. Location Of Existing Underground Facilities, Structures And Utilities Shown Are From Available Surveys And Records. These Locations Should Be Considered As Approximate Only, With Possibility That Other Utilities Or Underground Features May Exist. Determine The Exact Location Of All Existing Utilities Within Construction Limits.
3. Notify Utility Companies Prior To Commencing Work. Avoid Damage To Utilities And Underground Features During Construction. Repair Any Damage Caused By Construction Operations At Contractor's Expense.
4. Contractors Shall Satisfy Themselves Prior To Submission Of Bids As To The Soil Conditions.
5. Coordinate Construction Operations And Cooperate With Utility Companies With Respect To Relocating Any Conflicting Facilities. Costs For Locating Existing Utilities, Coordinating Relocation Work, Providing Temporary Supports, And Staging Construction To Accommodate The Relocation Of Utilities Is Incidental To Construction.
6. Provide Erosion Control Measures Necessary To Protect Against Siltation, Erosion And Dust Pollution Within Construction Limits And Any Off-Site Areas Used For This Project. Comply With Soil Erosion Control Requirements Of Iowa Code And Local Ordinances.
7. Provide Temporary Support For Existing Utility Lines That Are Encountered During Construction Until Backfilling Is Completed.
8. Construction Limits Are The City Owned Property Limits And Easement Limits Shown On These Plans. Confine All Construction Activity To Within The Construction Limits Unless Otherwise Authorized By The Owner. All Construction Limits Shall Be Clearly Marked In The Field And Protected By The Contractor. The Contractor Shall Obtain Necessary Access Permission To The Project Construction Limits.
9. Tree Removal To Only Occur Between September 30th And April 1st. Preserve As Many Trees As Possible, Only Clear The Minimum Number Of Trees Needed To Complete The Construction.
10. Contractor Responsible For Constructing And Maintaining All Accesses To The Construction Limits. The Accesses Must Be Adequately Sized And Properly Surfaced For Utilization By Construction Vehicles And Include Provisions To Maintain Positive Drainage. Work Will Be Considered Incidental To Construction.
11. Limit Grading And Construction Operations To The Minimum Required To Complete The Project.
12. Coordinate The Construction To Minimize The Disruptions To The Adjacent Properties. Any Areas Disturbed By Construction Outside Of The Construction Limits Shall Be Repaired And Restored At The Contractor's Expense.
13. Do Not Restrict Drainage Channels And Protect All Existing Drainage Structures. Contractor Fully Liable For All Damages To Public Or Private Property Caused By Their Action Or Inaction In The Handling Of Storm Water Flows During Construction. Any Extra Grading Work Needed To Maintain Positive Drainage Within The Construction Limits Is Incidental To Construction.
14. Repair All Field/Drain Tiles, Stormwater Pipes, Wastewater Pipes, Water Pipes, And Any Other Piping Or Utilities That Are Damaged During Construction As Specified. Record The Existing Type, Size, Location And Depth Of All Underground Piping, Tiling, And Utilities Encountered During Construction. Provide Data To The Engineer For Incorporation Into The Record Drawings. Notify Owner And Engineer If Piping Or Utilities Are Encountered That Are Damaged Through No Fault Of The Contractor.
15. Protect And Keep Debris Deposited By The Construction Off Of Adjacent Properties Outside The Easement Area And Streets. Remove And Repair Any Damage Without Additional Compensation.
16. Protect Existing Trees, Shrubs, Fences, And Landscaping Unless Specifically Noted Or Designated Otherwise On The Plans. Replace Any Items Damaged During Construction At Contractor's Expense.
17. Completely Remove And Dispose Of Trees, Shrubs And Vegetation Designated For Removal On The Plans. Dispose Of In Accordance With Specifications.
18. As Necessary For Construction, The Contractor Shall Remove Existing Improvements Within The Work Area Shown On The Plan As "Remove & Replace" And Shall Replace Them To The Condition Existing Prior To Construction, Or Better, As Determined By The Engineer. The Removal And Replacement Work Is Incidental And All Associated Costs Shall Be Included In The Bid.
19. Adjust All Manholes, Valve Pits, Valve Boxes And Other Buried Facilities With Surface Access To Match Final Grades, Unless Otherwise Indicated.
20. Where Section Or Sub-Section Monuments, Benchmarks, Right-Of-Way Pins, Or Iron Pipe Monuments Are Encountered, The City Shall Be Notified Before Such Monuments Are Removed Or Disturbed. The Contractor Shall Protect And Carefully Preserve All Monuments Until The City And Authorized Surveyor, Or Agent, Has Witnessed Or Otherwise Referenced Their Location. The Contractor Will Be Responsible For Having An Authorized Surveyor Re-Establish Any Monuments Unnecessarily Destroyed By Contract Operations.
21. Provide Traffic Control In Accordance With Current State Of Iowa Approved Manual On Uniform Traffic Control Devices.
22. Contractor Shall Remove And Replace All Existing Permanent Traffic Signs That Are In Conflict With The Construction. Notify The Owner 48 Hours Before Construction Begins.

23. Do Not Store Equipment And/Or Materials Within Public Right Of Way On Streets Open To Traffic. Provide Areas As Needed For Storage Of Equipment And/Or Materials.
24. Blading, Shaping Or Maintenance Of Temporary Connections, Crossings, Detours Or Temporary Accesses Shall Be Incidental To The Project.
25. Remove The Existing Pavement Areas To The Nearest Existing Joint Or As Directed By The Engineer.
26. Remove And Replace, Or Repair All Road Surfaces And Other Items Damaged By Construction Activities To Their Original Condition And/Or To The Satisfaction Of The Owner And Engineer.
27. Exercise Extreme Care When Performing Any Necessary Saw Cutting Operations For The Removal Of Existing Pavement. Protect Adjacent Street Surfacing. Remove And Replace Damaged Surfacing Without Additional Compensation.
28. Compact All Trench Backfill, Under Paved Surfaces, And Within Right-Of-Way To 95% Standard Proctor Density.
29. Slope All Driveways, Sidewalks And Road Surfaces 1/4 Inch Per Foot Minimum, Unless Otherwise Noted.
30. Surface Restoration Includes The Removal Of All Granular Material From The Top 6 Inches Of Topsoil. This Work Is Incidental To Construction.
31. Owner Has First Right Of Refusal To Retain Any Material Removed From The Project Area. If Directed, Deliver Items Or Materials To Owner At Location Designated By The Public Works Department. Dispose Of Non-Salvageable Materials In Accordance With Local, State And Federal Requirements.
32. Provide Waste Areas Or Disposal Sites For Waste Material (Asphaltic Concrete, Steel Or Broken Concrete). No Extra Payments Will Be Made For Material Hauled To These Sites. Dispose Of In Accordance With Local, State And Federal Requirements. Do Not Place Waste Material Within The Right-Of-Way. Keep Construction Debris And Dirt Off Of The Adjacent Properties And Streets.
33. Reconstruct Any Road Ditches Disturbed, Including Ditch Grades And Cross Sections. Replace Culverts To Original Grades Unless Otherwise Noted. Grade All Ditches For Proper Drainage. Ponding Of Water Is Not Acceptable. Re-Grade Any Ditch Which Does Not Properly Drain. All Ditch Grading Is Incidental To Construction.
34. Assist Engineer's Field Representative With Daily Record Keeping Including All Necessary Field Locations And Measurements. Contractor Required To Attend Final And Intermediate Inspections Of Project, Open All Manholes For Inspection.
35. Dimensions, Street Locations, Utilities, And Grading Are Based On Available Information At The Time Of Design. Deviations May Be Necessary In The Field. Report Any Such Changes Or Conflicts Between The Plan And Field Conditions To Project Engineer Immediately.
36. In The Event Of A Discrepancy Between The Quantity Estimates And The Detailed Plans, The Detailed Plans Shall Govern.
37. Contractor Is Responsible For Coordinating Trash, Recycling, And Yard Waste Collection For Areas Affected By Or Whose Access Is Restricted By Construction. The Contractor Shall Coordinate Or Make Accommodations In The Construction Area For Mail And Parcel Deliver Service, Parking, Driveway, And Emergency Vehicle Access. Maintain Emergency Access On All Streets And All Affected Properties At All Times.
38. Contractor Shall Notify All Affected Property Owners And Residents With Door Hanging Notices A Minimum Of One Week (But Not More Than Two Weeks) Prior To Commencing Construction. Work Will Not Begin Unless Notification Has Been Provided That Includes The Following: Contractor's Name And Emergency Contact Numbers; Description Of Construction Activities In The Area; Date Of Construction Activities; Duration Of Construction Activities; Description Of Available Parking Locations; Details Of How And When Garbage Collection Will Be Made And Mail Will Be Delivered.
39. If Any Historical Or Archaeological Artifacts Are Identified During Construction, Stop Immediately And Notify The City Who Shall Notify The Appropriate State And Federal Agencies.
40. Contractor Is Responsible For All Site Safety Including, But Not Limited To, Fencing And On-Site Signage. Comply With All Applicable Regulations Of The Occupational Safety And Health Administration (Osha).
41. Contractor Is Responsible For All Permit Applications, Permits, Right-Of-Way Agreements, And All Other Compliance Associated With The Railroad.
42. Protect All Pedestrians From Open Trenches And Excavation With Approved Safety Fencing At All Times That A Hazard Exists.

SITE PIPING NOTES

1. All Existing Utilities Encountered During Construction Are To Remain In Service Unless Otherwise Noted.
2. Furnish And Install All Adapters, Fittings, And Additional Pipe As Required To Complete Connections To Existing Piping. Verify Location, Elevation, Orientation And Materials Of Construction. Excavate Test Pits As Required To Locate Existing Piping.
3. Protect And Support All Structures And Pipelines Located Adjacent To Any Trench Excavation By The Contractor Until The Trench Is Backfilled. Damage To Any Such Structures Caused By Or Resulting From The Contractor's Operations Shall Be Repaired At The Contractor's Expense. All Utilities Requiring Repair, Relocation Or Adjustment As A Result Of The Work Shall Be Coordinated Through The Owner.
4. Refer To Specifications For Pipe And Structure Bedding And Backfill Requirements.
5. Manholes Are 4 Feet In Diameter Unless Otherwise Noted. Set Top Of Manhole Frame Flush With Finish Grade, Unless Otherwise Noted On Drawings. Support Pipes Within Valve Vaults 12 Inches Above Bottom Of Valve Vault On Adjustable Pipe Saddle Supports.
6. Lengths Of Gravity Sewer Are Dimensioned From Center Of Manhole To Center Of Manhole.
7. Minimum Cover Of 4 Feet Is Required On All Liquid Carrying Pipes, Unless Otherwise Noted By Pipe Elevations. Pipeline Insulation Shall Be Used Where Depth Of Cover Is Less Than 4 Feet.
8. Slope All Pipelines Uniformly Between Elevations Indicated On The Drawings. No Crests In Piping Will Be Permitted. Restrain All Horizontal And Vertical Bends In Pressurized Lines With Thrust Blocks And Retainer Glands. Provide All Bends (Horizontal And Vertical) As Required To Meet The Elevations And Alignment Indicated On The Drawings.
9. All Equipment And Piping Layout Dimensions Shall Be Field Verified And Coordinated With Equipment Provided, And/Or Existing Conditions.
10. Written Dimensions Shall Prevail. Report Any Discrepancies Immediately To Engineer.
11. Compaction Tests Will Be Performed In Accordance With Specifications. Correct Settlement Occurring During The Contract Warranty Period At No Additional Cost.
12. Clean All Piping As Directed By Engineer, Before Testing.
13. Pressure Test All Gravity Pipelines After Installation, As Specified.
14. All Buried Connections To Structures, Including But Not Limited To Valve Vaults, Wet Wells, Tanks, And Buildings Shall Have Sleeve Type Flexible Connections Within 3 To 4 Feet From Structures. All Sleeve Type Couplings On Pressure Lines Shall Be Restrained Solid Sleeve.

MARK	Engineer: JSH	Checked By: PDS	Scale:	Field:
RAILROAD	REVISION	Date: 10/04/19	Technician: RWS	Project No: 1190115
JSH	BY	ITEM 21.		Sheet A.3

OAK PARK BLVD SEWER REPLACEMENT

GENERAL NOTES

CEDAR FALLS, IOWA

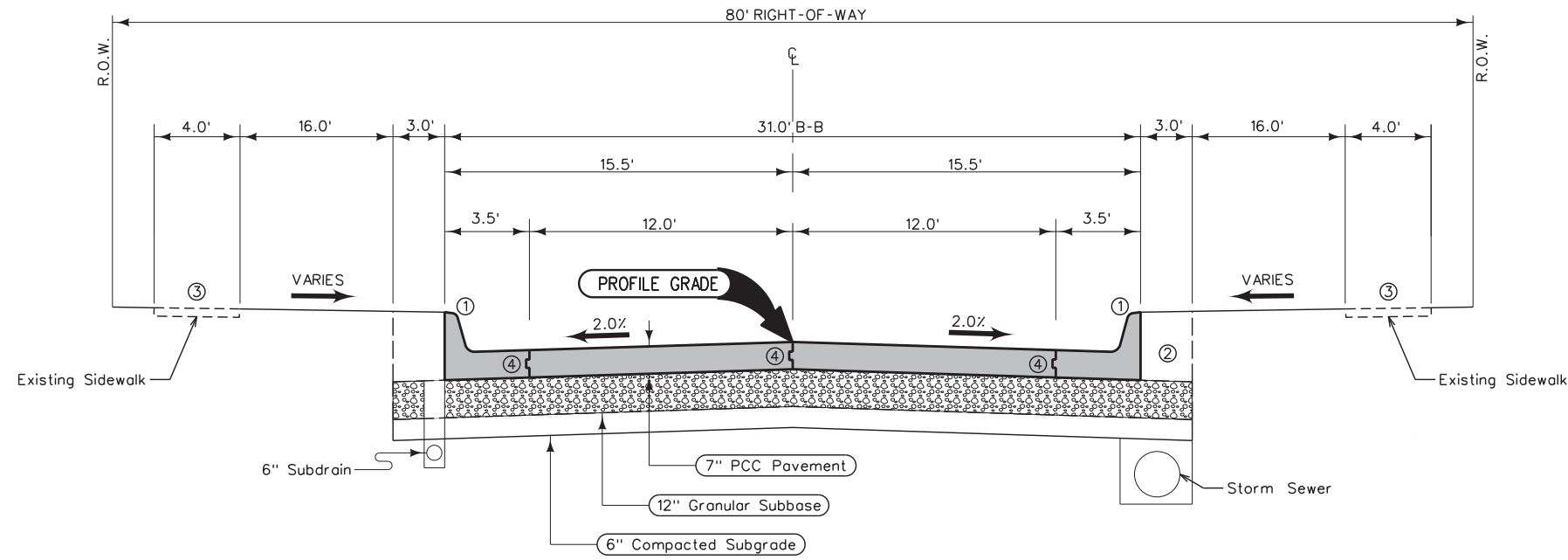
SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com



Project No: **237**

Sheet **A.3**



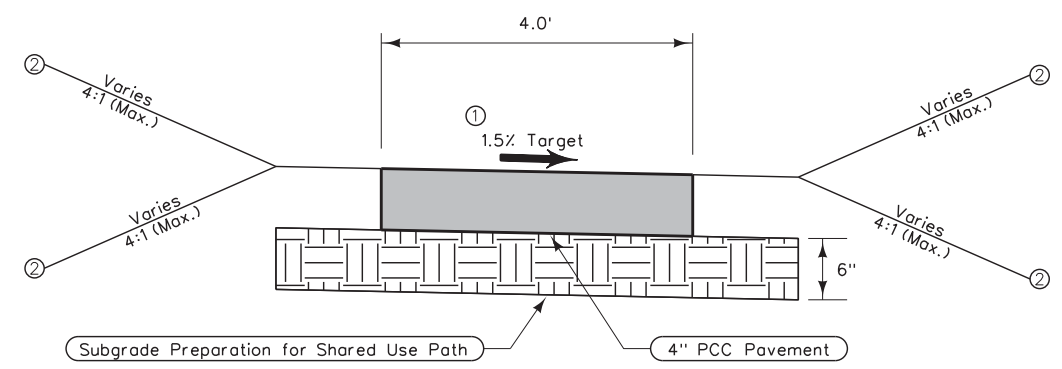
- ① 6" Standard Curb
- ② Earth Shoulder Finishing
- ③ Existing Sidewalk
- ④ KT-2 or L-2 Longitudinal Joints

**TYPICAL CROSS SECTION
MINNETONKA DRIVE
2-LANE 31' B-B**

NO SCALE

NOTES:

- ① 2% maximum cross slope. Direction of slopes shall drain toward Minnetonka Drive.
- ② 4:1 maximum slope tying back to existing grade.



**TYPICAL CROSS SECTION
SIDEWALK**

NO SCALE

MARK	JSH	BY	
RAILROAD	REVISION	PDS	Scale
Engineer: JSH	Checked By:	Date: 10/04/19	Field
Technician: RWS			
Project No: 1190115			Sheet B.1

OAK PARK BLVD SEWER REPLACEMENT
TYPICAL CROSS SECTIONS
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.



Project No: 238
 Sheet B.1

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ESTIMATED PROJECT QUANTITIES				
Item #	Item Code	Description	Unit	Estimated Quantity
1	2010-108-C-0	Clearing and Grubbing	LS	1
2	2010-108-D-1	Topsoil, On-site	CY	350
3	2010-108-E-0	Excavation, Class 13	CY	67
4	2010-108-G-0	Subgrade Preparation	SY	455
5	2010-108-I-0	Subbase, 6" Modified	SY	69
6	2010-108-J-1	Removal of Structure	EA	2
7	2010-108-L-0	Compaction Testing	LS	1
8	3010-108-C-0	Trench Foundation	TON	46
9	3010-108-D-0	Replacement of Unsuitable Backfill Material	CY	123
10	3010-108-F-0	Trench Compaction Testing	LS	1
11	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 8"	LF	554
12	4010-108-A-2	Sanitary Sewer Gravity Main, Trenchless, PVC, AWWA C900 SDR 18, 8"	LF	284
13	4010-108-E-0	Sanitary Sewer Service Stub, PVC, SDR 23.5, 4"	LF	74
14	4010-108-H-0	Removal of Sanitary Sewer, VCP, 8"	LF	753
15	4010-108-I-0	Sanitary Sewer Cleanout	EA	2
16	4010-108-L-0	Sanitary Sewer Abandonment, Fill and Plug	EA	1
17	4020-108-A-1	Storm Sewer, Trenched, RCP, 21"	LF	48
18	4020-108-C-0	Removal of Storm Sewer, RCP, 21"	LF	48
19	6010-108-A-0	Manhole, SW-301, 48"	EA	4
20	6010-108-A-0	Manhole, SW-303, 48"	EA	1
21	6010-108-C-0	Drop Connection	EA	1
22	6010-108-G-0	Connection to Existing Manhole	EA	1
23	6010-108-H-0	Remove Manhole	EA	4
24	7010-108-A-0	Pavement, PCC, 8"	SY	69
25	7010-108-I-0	PCC Pavement Samples and Testing	LS	1
26	7030-108-A-0	Removal of Sidewalk	SY	205
27	7030-108-A-0	Removal of Driveway	SY	176
28	7030-108-E-0	Sidewalk, PCC, 4"	SY	205
29	7030-108-H-1	Driveway, Paved, PCC, 4"	SY	176
30	7040-108-B-0	Subbase Over-excavation	TON	95
31	7040-108-H-0	Pavement Removal	SY	69
32	8030-108-A-0	Temporary Traffic Control	LS	1
33	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Slope Mix	AC	0.1
34	9020-108-A-0	Sod	SQ	139
35	9030-108-C-0	Plants, Trees	LS	1
36	9040-108-D-1	Filter Sock, 12"	LF	872
37	9040-108-D-2	Filter Sock, Removal	LF	872
38	9040-108-E-0	Temporary RECP, Type 4	SY	373
39	9040-108-T-1	Inlet Protection Device, Filter Sock	EA	2
40	9040-108-T-2	Inlet Protection Device, Maintenance	EA	2
41	11,010-108-A-0	Construction Survey	LS	1
42	11,020-108-A	Mobilization	LS	1
43	11,030-108-A-0	Maintenance of Postal Service	LS	1
44	11,030-108-B-0	Maintenance of Solid Waste Collection	LS	1
45	11,040-108-A-0	Temporary Pedestrian Residential Access	SY	157
46	11,050-108-A-0	Concrete Washout	LS	1
47	11,060-108-A-0	Railroad Requirements	LS	1

ESTIMATE REFERENCE INFORMATION		
Note: All included work listed within the "Standard SUDAS Specifications" and/or "General Supplemental Specification to SUDAS Standard Specifications" for each Bid Item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the "Standard SUDAS Specifications" and/or "General Supplemental Specification to SUDAS Standard Specifications" listed for that Bid Item and are not necessarily added by Special Provision.		
ITEM NO.	ITEM CODE	ITEM
1	2010-108-C-0	Clearing and Grubbing This lump sum shall include and be limited to clearing and grubbing within the project limits necessary to complete the project. Note that tree removals are shown on the R sheets. This item includes removal and disposal of stumps. Placement of backfill in areas where roots have been removed is incidental to this item. No unit price adjustment shall be made.
2	2010-108-D-1	Topsoil, On-site Place 6-inches of topsoil over locations where seeding is called for. Reference Sheets C.21-C.22. Removal of any excess material prior to the placement of topsoil is incidental to this item.
3	2010-108-E-0	Excavation, Class 13 The estimated quantity for this item includes the excavation necessary for construction of the new street pavement along Minnetonka Drive and miscellaneous excavations associated with half of the driveway and sidewalk removals and installations.
4	2010-108-G-0	Subgrade Preparation Measurement includes street pavement, sidewalk, and driveway areas. Item includes excavating, manipulating, replacing, and trimming subgrade.
5	2010-108-I-0	Subbase, 6" Modified Measurement includes the street pavement area. Item includes furnishing, placing, compacting, and trimming the subbase to proper grade.
6	2010-108-J-1	Removal of Structure Refer to R Sheets for structure locations. This item includes the removal of structures located in and adjacent to the ravine between the 929 Oak Park Boulevard and 2821 Minnetonka Drive properties. The item includes the disposal of structures. See Special Provisions.
7	2010-108-L-0	Compaction Testing Includes compaction testing on the subgrade beneath the roadway pavement. See standard specifications for compaction requirements. Compaction testing beneath PCC sidewalk is not included in this item. The Contractor shall be responsible for all compaction testing performed by an independent testing laboratory hired by the Contractor. Contractor is responsible for all costs associated with retesting resulting from failure of initial tests.
8	3010-108-C-0	Trench Foundation Estimated quantity includes a 1-foot thick aggregate being needed to stabilize the trench bottom over one-half of the total pipe length. The Contractor will notify the Engineer prior to the use of this item. Failure to notify the Engineer will result in non-payment for the requested quantity. The estimated aggregate density is 110 pounds per cubic foot. See standard specifications for included items.
9	3010-108-D-0	Replacement of Unsuitable Backfill Material Estimated quantity includes a 2-foot thick unsuitable materials layer throughout the total pipe length. Contractor will notify the Engineer upon the discovery of unsuitable materials. Failure to notify the Engineer will result in non-payment for the requested quantity of this item.
10	3010-108-F-0	Trench Compaction Testing The Contractor is responsible for trench compaction testing. Trench compaction testing will be required for all trenched sanitary and storm sewers.
11	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, SDR 26, 8" Refer to the tabulations on the C Sheets and the standard specifications for additional information. Trench bedding shall be in accordance with SUDAS Figure 3010.103. See Special Provisions.
12	4010-108-A-2	Sanitary Sewer Gravity Main, Trenchless, PVC, AWWA C900 SDR 18, 8" Refer to the tabulations on the C Sheets. Pipe material shall be AWWA C900 SDR 18 with integral restrained pipe joints in compliance with SUDAS Section 5010.2.01 A. Contractor to submit a detailed dewatering plan prior to trenchless construction. Trenchless installation shall be in accordance with SUDAS Section 3020. Sheeting, shoring, and bracing of insertion and reception bore pits are incidental to this item. Soil borings, if desired, are the responsibility of the Contractor and shall be incidental to this item. See Special Provisions.
13	4010-108-E-0	Sanitary Sewer Service Stub, PVC, SDR 23.5, 4" Refer to the tabulations on the C Sheets for service locations. Contractor shall field verify service locations. Replace all sanitary sewer services from the proposed sewer main to the Right-Of-Way.
14	4010-108-H-0	Removal of Sanitary Sewer, VCP, 8" Item includes the disposal of removed pipe material. Item includes removal of the existing aerial crossing sanitary sewer pipe. The existing VCP pipe has been lined.
15	4010-108-I-0	Sanitary Sewer Cleanout Refer to detail on U Sheets. Connection to the existing pipe is incidental to this item.

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	ITEM
16	4010-108-L-0	Sanitary Sewer Abandonment, Fill and Plug Estimated quantity includes existing pipe length from the proposed sanitary clean out to the aerial crossing. See tabulations for additional information.
17	4020-108-A-1	Storm Sewer, Trenched, RCP, 21" See M Sheet for additional information.
18	4020-108-C-0	Removal of Storm Sewer, RCP, 21" See R Sheets for additional information.
19	6010-108-A-0	Manhole, SW-301, 48" See C Sheets for tabulation information. Manhole SA-2 is greater than 20-feet in depth. Additional excavation, sheeting, shoring, and bracing associated with deep excavations are incidental to this item and will not be paid for separately.
20	6010-108-A-0	Manhole, SW-303, 48" See C Sheets for tabulation information.
21	6010-108-C-0	Drop Connection Use internal drop structure. See U Sheets for details. See MSA Sheets for location. The drop from the base of the drop connection to the base of the manhole should not exceed 2-feet.
22	6010-108-G-0	Connection to Existing Manhole See standard specifications.
23	6010-108-H-0	Remove Manhole See R Sheets for additional information.
24	7010-108-A-0	Pavement, PCC, 8" Estimated quantity is based on two roadway panels on Minnetonka Drive. Curb and gutter is incidental to this item. See S Sheets for additional information.
25	7010-108-I-0	PCC Pavement Samples and Testing See standard specifications.
26	7030-108-A-0	Removal of Sidewalk See C Sheets for tabulation information. See R Sheets for locations.
27	7030-108-A-0	Removal of Driveway See C Sheets for tabulation information. See R Sheets for locations.
28	7030-108-E-0	Sidewalk, PCC, 4" See S Sheets for additional information.
29	7030-108-H-1	Driveway, Paved, PCC, 4" See S Sheets for additional information.
30	7040-108-B-0	Subbase Over-excavation The estimated quantity assumes a 12-inch over excavation under half of the paved area that includes driveways and sidewalks. The Contractor shall notify the Engineer prior to over-excavation. Failure to notify the Engineer will result in non-payment for the requested quantity.
31	7040-108-H-0	Pavement Removal See R Sheets for location. See standard specifications.
32	8030-108-A-0	Temporary Traffic Control See J Sheets for traffic control plan.
33	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Slope Mix This item shall include both the Type 2 and Type 5 seed mixtures and be applied at double the rate (for each seed mixture) called for in the standard specifications. The mulch to be included with this item shall be bonded fiber matrix. Seeding shall be completed the same day as the RECP (separate bid item) is installed over the seeding.
34	9020-108-A-0	Sod Temporary seeding shall be incidental to this item. Sod shall not be installed between December 1st of 2019 and March 31st of 2020 unless approved by the Engineer.
35	9030-108-C-0	Plants, Trees Trees should be planted adjacent to areas where existing trees were removed. Do not plant trees within 10-feet of the centerline of the sanitary sewer. Refer to R sheets for locations. Trees shall be called and burlapped with a minimum of 1.5-inches DBH. Coordinate with City Arborist for plant species.
36	9040-108-D-1	Filter Sock, 12" Refer to C Sheets for additional information. The estimated quantity is 50% more than that shown in the plans. Wattles may be used in lieu of filter socks as approved by the Engineer. No unit price adjustment shall be made for this substitution and thereafter substitution shall be measured in linear feet and included in this item.
37	9040-108-D-2	Filter Sock, Removal Refer to standard specifications.
38	9040-108-E-0	Temporary RECP, Type 4 Install over all slope mix seeding. Note that no additional payment shall be made for required material overlap.
39	9040-108-T-1	Inlet Protection Device, Filter Sock Refer to C Sheets for additional information. See standard specifications.

ITEM 21.

RAILROAD
REVISION
MARK
Engineer: JSH
Checked By: PDS
Scale:
Field
Date: 10/04/19
RWS
Technician:
Project No: 1190115
Sheet C.1

OAK PARK BLVD SEWER REPLACEMENT
QUANTITIES AND ESTIMATE REFERENCE
SNYDER & ASSOCIATES, INC. I

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES

Project No: 239
Sheet C.1

ESTIMATE REFERENCE INFORMATION

ITEM NO.	ITEM CODE	ITEM
40	9040-108-T-2	Inlet Protection Device, Maintenance Refer to standard specifications.
41	11,010-108-A-0	Construction Survey Refer to standard specifications.
42	11,020-108-A	Mobilization Items that are necessary to properly complete construction, including work and materials that are not included with other specific pay items, shall be incidental to this item.
43	11,030-108-A-0	Maintenance of Postal Service See standard specifications. Removal and replacement of mailboxes is incidental to this item.
44	11,030-108-B-0	Maintenance of Solid Waste Collection See standard specifications.
45	11,040-108-A-0	Temporary Pedestrian Residential Access Estimated quantity is the measured area of driveways in the project. Access to residential properties shall be maintained to property owners.
46	11,050-108-A-0	Concrete Washout See standard specifications.
47	11,060-108-A-0	Railroad Requirements Includes all labor, materials, and fees necessary to comply with railroad requirements and regulations including, but not limited to, obtaining a right of entry license, providing the railroad with insurance information, scheduling and utilizing railroad flaggers, providing staff with the required safety training, preparing a safety action plan, and filling out any and all documentation required by the railroad. See Special Provisions for additional information.

SANITARY SEWER, TRENCHED (4010-108-A-1)

Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe.

LINE NUMBER	MANHOLE		STATION, OFFSET		PIPE MATERIAL	8" (LF) TRENCHED LENGTH OF PIPE "Bid Length" (Centerline of Manhole to Centerline of Manhole)	TOTAL LENGTH OF PIPE (Design Length)	SLOPE %	FLOW LINES		SHEET NUMBER
	FROM	TO	FROM	TO					INLET ELEV.	OUTLET ELV.	
SAP-2	SA-2	SA-3	102+84.43	104+15.93	PVC	132	131.5	0.41%	895.38	894.84	MSA.1
SAP-3	SA-3	SA-4	104+15.93	105+12.98	PVC	97	97.04	0.40%	895.97	895.58	MSA.2
SAP-4	SA-4	SA-5	105+12.98	107+13.20	PVC	200	200.22	0.40%	896.97	896.17	MSA.2
SAP-5	SA-5	SA-6	107+13.20	108+38.06	PVC	125	124.87	0.40%	897.67	897.17	MSA.3

SANITARY SEWER SERVICE STUB (4010-108-E-0)

STATION (AT MAIN)	PIPE SIZE (IN)	PIPE MATERIAL	APPROXIMATE LENGTH (LF)	SHEET NUMBER
103+46.70	4	PVC	13	MSA.1
104+45.35	4	PVC	12	MSA.2
105+48.12	4	PVC	12	MSA.2
106+43.65	4	PVC	10	MSA.2
106+93.66	4	PVC	10	MSA.2
107+97.52	4	PVC	7	MSA.3
108+22.20	4	PVC	10	MSA.3
Total			74	

REMOVAL OF SANITARY SEWER (4010-108-H-0)

BEGIN STATION	END STATION	LENGTH OF REMOVAL (LF)	DESCRIPTION	DIAMETER	SHEET NUMBER
102+84.35	104+15.93	139	PVC	8"	R.1
104+15.93	108+64.63	450	VCP	8"	R.1
108+64.63	110+30.00	165	PVC	8"	R.2

SANITARY SEWER, TRENCHLESS (4010-108-A-2)

Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe.

LINE NUMBER	INTAKE/UTILITY		STATION		PIPE MATERIAL	SIZE OF PIPE	TRENCHLESS (No Casing Pipe) 4010-108-A-1	TOTAL LENGTH OF PIPE (Design Length)	SLOPE %	FLOW LINES		SHEET NUMBER
	FROM	TO	FROM	TO			LENGTH OF PIPE (Bid Length)			INLET ELEV.	OUTLET ELV.	
SAP-1	SA-1	SA-2	100+00.00	102+84.43	PVC	8"	284	284.43	1.50%	894.64	890.37	MSA.1

STORM SEWER, TRENCHED (4020-108-A-1)

Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe.

LINE NUMBER	INTAKE/UTILITY		PIPE MATERIAL	SIZE OF PIPE	LENGTH OF PIPE (Bid Length)	LENGTH OF PIPE (Design Length)	SLOPE %	FLOW LINES		SHEET NUMBER
	FROM	TO						INLET ELEV.	OUTLET ELV.	
STP-1	Existing Intake	Existing Manhole	RCP	21"	48	47.87	2.13%	901.78	900.76	M.1
				21" Total	48					

REMOVAL OF STORM SEWER (4020-108-C-0)

BEGIN STATION	END STATION	LENGTH OF REMOVAL (LF)	DESCRIPTION	DIAMETER	SHEET NUMBER
104+61.76	104+96.99	48	RCP	21"	R.1

SANITARY SEWER STRUCTURES (6010-108-A-0)

Structure No.	Proposed Location Station and Offset	Proposed Structure Type	Proposed Grade	Proposed Invert Out	Proposed Structure Depth	Item Code	Sheet No.
			Elev.	Elev.	Ft.		
SA-1	100+00.00	Sanitary Sewer Manhole Over Existing Sewer (SW-303)	904.00	889.10	14.90	6010-108-A-0	MSA.1
SA-2	102+84.43	Circular Sanitary Sewer Manhole (SW-301)	918.69	894.64	24.05	6010-108-A-0	MSA.1
SA-3	104+15.93	Circular Sanitary Sewer Manhole (SW-301)	910.53	895.38	15.15	6010-108-A-0	MSA.2
SA-4	105+12.98	Circular Sanitary Sewer Manhole (SW-301)	908.06	895.97	12.09	6010-108-A-0	MSA.2
SA-5	107+13.20	Circular Sanitary Sewer Manhole (SW-301)	914.72	896.97	17.75	6010-108-A-0	MSA.2
SA-6	108+38.06	Sanitary Sewer Cleanout (SW-203)	907.50	897.67	9.83	4010-108-I-0	MSA.3
SA-7	110+40.00	Sanitary Sewer Cleanout (SW-203)	911.00	896.89	14.11	4010-108-I-0	MSA.3
Cleanout SW-203 Total					23.94		
Manhole SW-301 Total					69.04		
Manhole SW-303 Total					14.90		

PCC PAVEMENT (7010-108-A-0)

Begin Station	End Station	Pavement Thickness	Area (SY)	Notes	Sheet Number
102+84.43	102+94.85	8"	69	2 Panels	S.1
Total			69		

REMOVAL OF SIDEWALK (7030-108-A-0)

ROAD	QUADRANT	BEGIN STATION/OFFSET	END STATION/OFFSET	AREA (SY)	SHEET NUMBER
Minnetonka Dr		102+75.91, 21.34' RT	102+75.91 RT	205	R.1-R.2
		102+75.91 LT	107+22.41 LT		
		107+22.41 RT	107+22.40, 15.85' RT		

SIDEWALK (7030-108-E-0)

ROAD	QUADRANT	STA TO STA	4" PCC SIDEWALK, (SY)	Detectable Warnings	Sheet Number
Minnetonka Dr		102+75.91 107+22.40	205	NO	S.1-S.2

PCC DRIVEWAY (7030-108-H-1)

ADDRESS		AREA (SY)	CURB HEIGHT (IN)	SHEET NUMBER
HOUSE NUMBER	STREET			
3011	Minnetonka Dr	40	1.5	S.1
3003	Minnetonka Dr	59	1.5	S.1
2527	Minnetonka Dr	31	1.5	S.1
2513	Minnetonka Dr	46	1.5	S.2

PAVEMENT REMOVAL (7040-108-H-0)

BEGIN STATION	END STATION	AREA (SY)	SHEET NUMBER
102+84.43	102+94.85	69	R.1
Total		69	

ITEM 21.

RAILROAD
 REVISION
 MARK
 Engineer: JSH
 Checked By: PDS
 Scale:
 Date: 10/04/19
 Field
 Project No: 1190115

OAK PARK BLVD SEWER REPLACEMENT
 QUANTITIES AND ESTIMATE REFERENCE
 SNYDER & ASSOCIATES, INC. | CEDAR FALLS, IOWA

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com



FILTER SOCK, 12" (9040-108-D-1)				
BEGIN STATION	END STATION	SIDE	LF	SHEET NUMBER
99+90	100+05	BOTH	125	C.21
102+78.92	103+37.56	RT	105	C.21
103+32.73	103+40.57	LT	20	C.21
103+63.18	104+22.56	RT	70	C.21
104+15.93	104+20.10	LT	20	C.21
104+49.62	105+39.93	RT	113	C.21
105+63.35	106+59.97	RT	117	C.21
106+88.39	107+19.44	RT	67	C.22
107+78.93	107+88.92	BOTH	46	C.22
108+28.58	108+38.59	BOTH	46	C.22
108+78.25	108+88.27	BOTH	46	C.22
110+21.37	110+31.38	BOTH	46	C.22
110+34.70	110+49.70	BOTH	51	C.22
Total			872	

TEMPORARY RECP (9040-108-E-0)				
BEGIN STATION	END STATION	SIDE	SY	SHEET NUMBER
99+90	100+35	BOTH	100	C.21
108+88.27	109+42.53	BOTH	116	C.22
109+49.81	110+21.37	BOTH	157	C.22
Total			373	

INLET PROTECTION, FILTER SOCK (9040-108-T-1)		
STATION	SIDE	SHEET NUMBER
104+90.38	RT	C.21
104+99.49	RT	C.21
Total		2

MARK	RAILROAD	REVISION	BY	JSH
Engineer:	JSH	Checked By:	PDS	Scale:
Technician:	RWS	Date:	10/04/19	Field
Project No:				1190115
Sheet				C.2

OAK PARK BLVD SEWER REPLACEMENT
QUANTITIES AND ESTIMATE REFERENCE
SNYDER & ASSOCIATES, INC.

CEDAR FALLS, IOWA

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Project No: **241**
 Sheet **C.3**

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POLLUTION PREVENTION NOTES

A. Pollution Prevention And Erosion Protection

1. Code Compliance: The Contractor Is Responsible For Compliance With All Potential Pollution And Soil Erosion Control Requirements Of The Iowa Code, The Iowa Department Of Natural Resources (IDNR) NPDES Permit, The U.S. Clean Water Act And Any Local Ordinances. The Contractor Shall Take All Necessary Steps To Protect Against Erosion And Pollution From This Project Site And All Off-Site Borrow Or Deposit Areas During Performance Or As A Result Of Performance.
2. Damage Claims: The Contractor Will Hold The Owner And Architect / Engineer Harmless From Any And All Claims Of Any Type Whatsoever Resulting From Damages To Adjoining Public Or Private Property, Including Reasonable Attorney Fees Incurred To Owner. Further, If The Contractor Fails To Take Necessary Steps To Promptly Remove Earth Sedimentation Or Debris Which Comes Onto Adjoining Public Or Private Property, The Owner May, But Need Not, Remove Such Items And Deduct The Cost Thereof From Amounts Due To The Contractor.

B. Storm Water Discharge Permit

1. This Project Requires Coverage Under The NPDES General Permit No. 2 For Storm Water Discharges Associated With Construction Activities From The IDNR, As Required By The Environmental Protection Agency (EPA). The General Contractor And All Subcontractors Are Responsible For Compliance With And Fulfillment Of All Requirements Of The NPDES General Permit No. 2 As Specified In The Contract Documents.
2. All Documents Related To The Storm Water Discharge Permit, Including, But Not Limited To, The Notice Of Intent, Proof Of Publications, Discharge Authorization Letter, Current SWPPP, Site Inspection Log, And Other Items, Shall Be Kept On Site At All Times And Must Be Presented To Any Jurisdictional Agencies Upon Request. Failure To Comply With The NPDES Permit Requirements Is A Violation Of The Clean Water Act And The Code Of Iowa.
3. A "Notice Of Discontinuation" Must Be Filed With The IDNR Upon Final Stabilization Of The Disturbed Site And Removal Of All Temporary Erosion Control Measures. All Plans, Inspection Reports, And Other Documents Must Be Retained For A Period Of Three Years After Project Completion. The Contractor Shall Retain A Record Copy And Provide The Original Documents To The Owner Upon Project Acceptance And/Or Submittal Of The Notice Of Discontinuation.

C. Pollution Prevention Plan

1. The Storm Water Pollution Prevention Plan (SWPPP) Is A Separate Document In Addition To These Plan Drawings. The Contractor Should Refer To The SWPPP For Additional Requirements And Modifications To The Pollution Prevention Plan Made During Construction.
2. The Swppp Illustrates General Measures And Best Management Practices (BMP) For Compliance With The Project's NPDES Permit Coverage. All BMP's And Erosion Control Measures Required As A Result Of Construction Activities Are The Responsibility Of The Contractor To Identify, Note And Implement. Additional BMP's From Those Shown On The Plan May Be Required.
3. The SWPPP And Site Map Should Be Expediently Revised To Reflect Construction Progress And Changes At The Project Site.
4. The Contractor Is Responsible For Compliance With All Requirements Of The General Permit And SWPPP, Including, But Not Limited To, The Following BMP's Unless Infeasible Or Not Applicable:
 - A. Utilize Outlet Structures That Withdraw Water From The Surface When Discharging From Basins. Provide And Maintain Natural Buffers Around Surface Waters, Direct Storm Water To Vegetated Areas To Increase Sediment Removal And Maximize Storm Water Infiltration, And Minimize Soil Compaction.
 - B. Install Perimeter And Final Sediment Control Measures Such As Silt Barriers, Ditch Checks, Diversion Berms, Or Sedimentation Basins Downstream Of Soil Disturbing Activities Prior To Site Clearing And Grading Operations.
 - C. Preserve Existing Vegetation In Areas Not Needed For Construction And Limit To A Minimum The Total Area Disturbed By Construction Operations At Any Time.
 - D. Maintain All Temporary And Permanent Erosion Control Measures In Working Order, Including Cleaning, Repairing, Replacement, And Sediment Removal Throughout The Permit Period. Clean Or Replace Silt Control Devices When The Measures Have Lost 50% Of Their Original Capacity.
 - E. Inspect The Project Area And Control Devices (By Qualified Personnel Assigned By The Contractor) Every Seven Calendar Days. Record The Findings Of These Inspections And Any Resulting Actions In The SWPPP With A Copy Submitted Weekly To The Owner Or Engineer During Construction. Revise The SWPPP And Implement Any Recommended Measures Within 7 Days.
 - F. Prevent Accumulation Of Earth And Debris From Construction Activities On Adjoining Public Or Private Properties, Including Streets, Driveways, Sidewalks, Drainageways, Or Underground Sewers. Remove Any Accumulation Of Earth Or Debris Immediately And Take Remedial Actions For Future Prevention.
 - G. Install Necessary Control Measures Such As Silt Barriers, Erosion Control Mats, Mulch, Ditch Checks Or Riprap As Soon As Areas Reach Their Final Grades And As Construction Operations Progress To Ensure Continuous Runoff Control. Provide Inlet And Outlet Control Measures As Soon As Storm Sewers Are Installed.
 - H. Respread A Minimum Of 4 Inches Of Topsoil (Including Topsoil Found In Sod) On All Disturbed Areas, Except Where Pavement, Buildings Or Other Improvements Are Located.

- I. Stabilize Undeveloped, Disturbed Areas With Mulch, Temporary Seed Mix, Permanent Seed Mix, Sod, Or Pavement Immediately As Soon As Possible Upon Completion Or Delay Of Grading Operations. Initiate Stabilization Measures Immediately After Construction Activity Is Finally Completed Or Temporarily Ceased On Any Portion Of The Site And Which Will Not Resume For A Period Exceeding 14 Calendar Days.
- J. Coordinate Locations Of Staging Areas With The Owner And Record In The SWPPP. Unless Noted Otherwise, Staging Areas Should Contain The Following: Job Trailers, Fueling / Vehicle Maintenance Area, Temporary Sanitary Facilities, Materials Storage, And Concrete Washout Facility. Control Runoff From Staging Areas With Diversion Berms And/Or Silt Barriers And Direct To A Sediment Basin Or Other Control Device Where Possible. Concrete Washout Must Be Contained Onsite.
- K. Remove All Temporary Erosion Control Measures And Site Waste Prior To Filing Of The "Notice Of Discontinuation".

GRADING NOTES

1. Contractor To Strip And Stockpile Topsoil On All Areas To Be Cut Or Filled. Respread To Minimum 6" Depth To Finish Grades.
2. Any Excess Cut To Be Spread On Site As Directed By Engineer During Construction. Place Topsoil Over All Areas Disturbed.
3. All Drainage Swales And Slopes 5 To 1 Or Greater To Be Seeded Using Commercially Available Erosion Control Seed. Mixture Applied At Rate Recommended By Supplier.
4. Erosion Control: Seed The Site After Rough Grading Has Been Completed. Place Silt Fence And Maintain In Problem Areas After Ground Cover Has Been Established. Comply With Erosion Control Law.

MARK	Engineer: JSH	Checked By: PDS	Scale:	Field:
RAILROAD	REVISION	Date: 10/04/19		
JSH	BY			
ITEM 21.				Sheet C-20
Project No: 1190115				

OAK PARK BLVD SEWER REPLACEMENT

POLLUTION PREVENTION PLAN

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

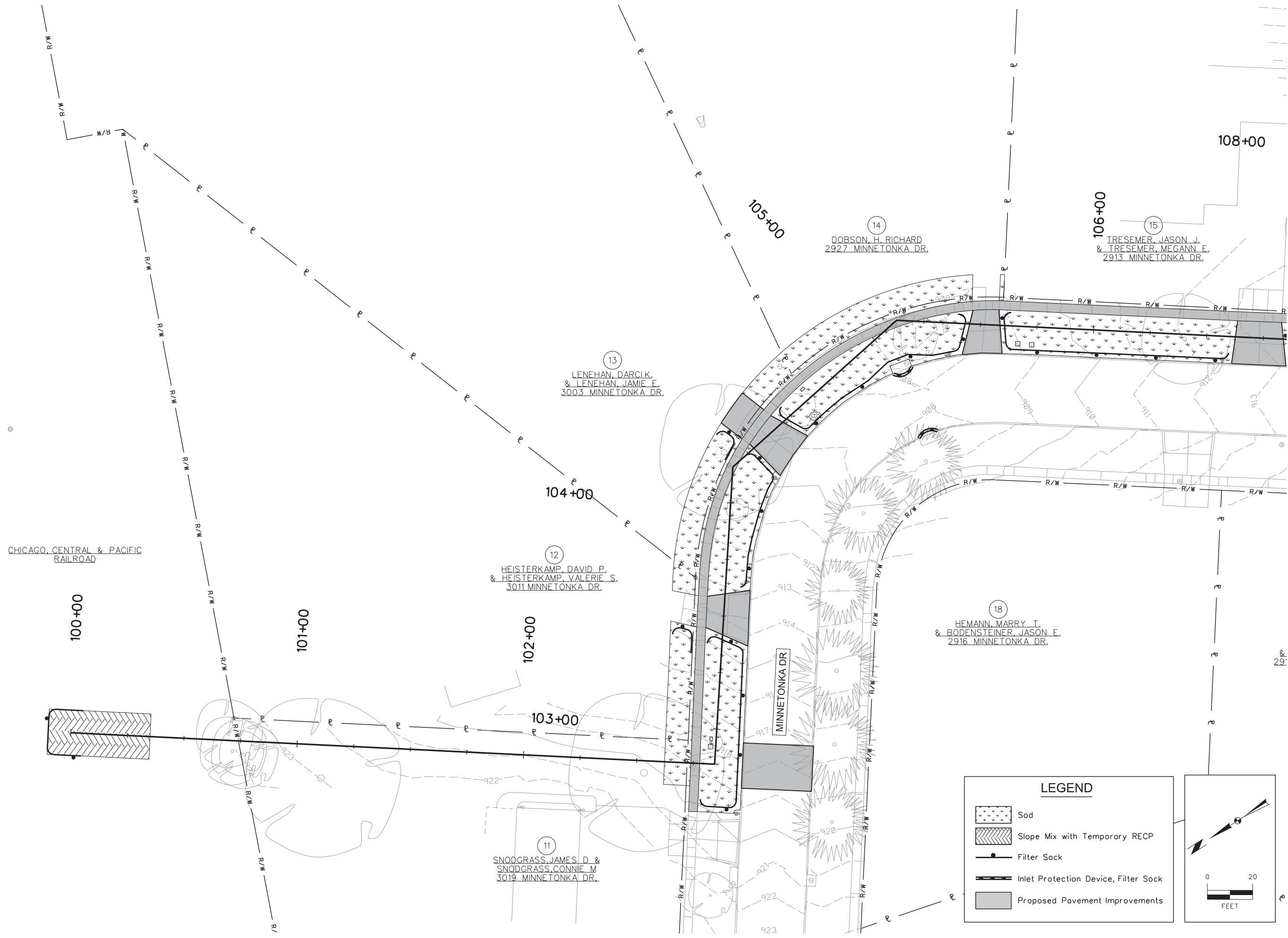
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Project No: 242

Sheet C.20

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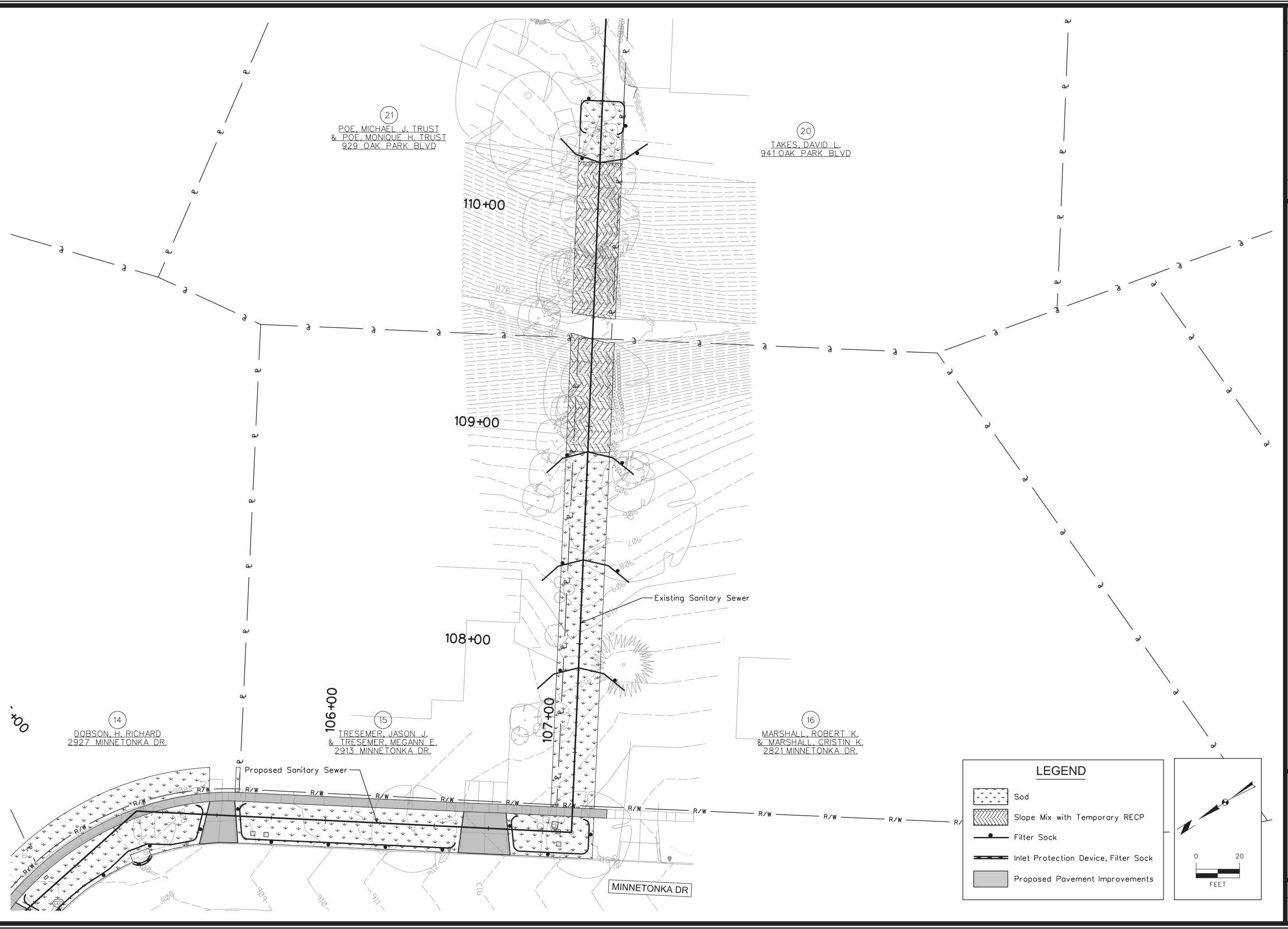


MARK	REVISION	Checked By:	PDS	Scale	Field
JSH		Engineer:	JSH		
		Technician:	RWS	Date:	10/04/19
RAILROAD					Project No:
ITEM 21.					1190115
					Sheet C:21






OAK PARK BLVD SEWER REPLACEMENT
POLLUTION PREVENTION PLAN
 CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES
 Project No: **243**
 Sheet **C:21**

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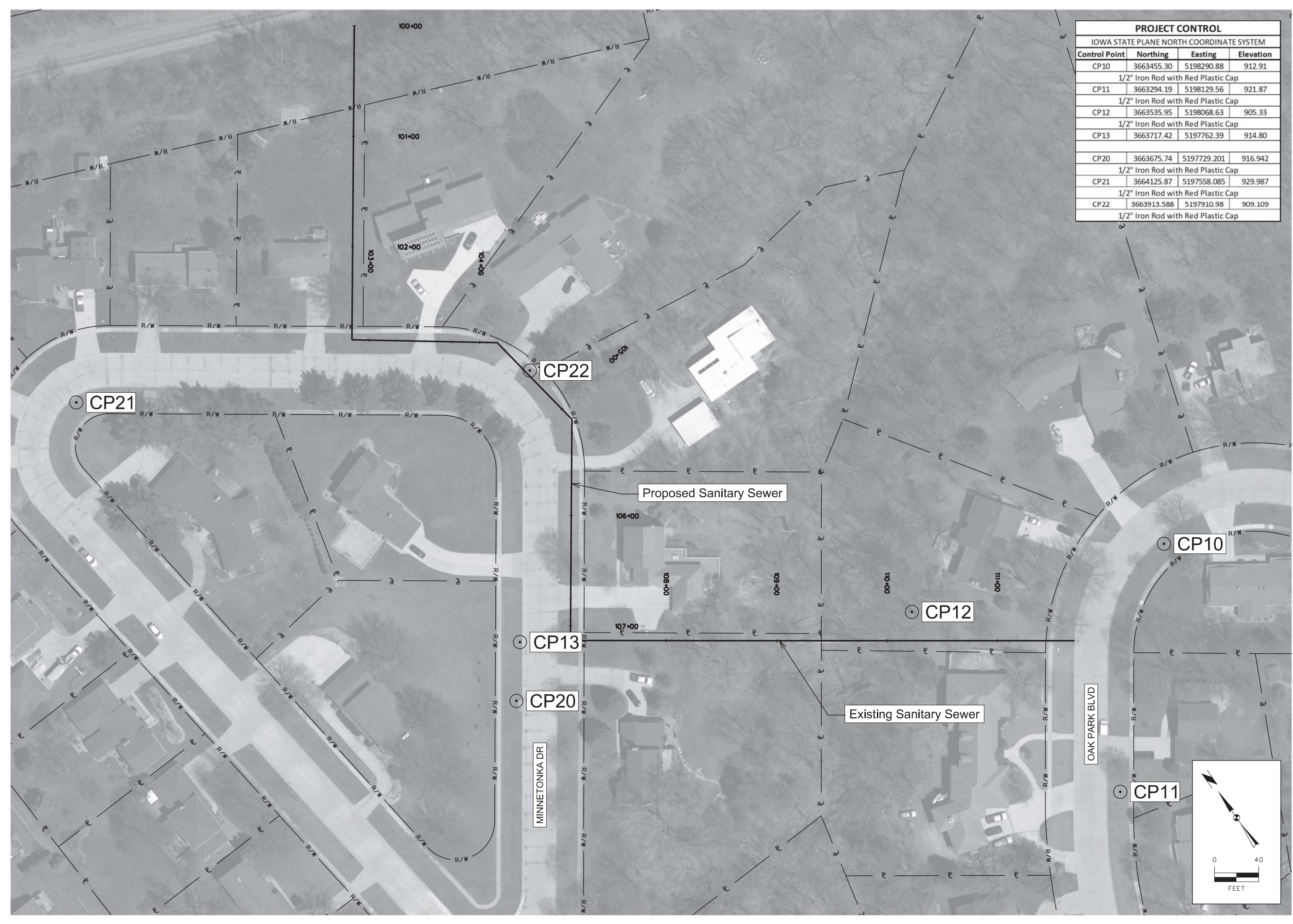


LEGEND

-  Sod
-  Slope Mix with Temporary RECP
-  Filter Sock
-  Inlet Protection Device, Filter Sock
-  Proposed Pavement Improvements

ITEM 21.											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">RAILROAD</td> <td style="width: 50%;">REVISION</td> </tr> <tr> <td>MARK</td> <td>Checked By: PDS</td> </tr> <tr> <td>Engineer: JSH</td> <td>Date: 10/04/19</td> </tr> <tr> <td>Technician: RWS</td> <td>Field</td> </tr> </table>	RAILROAD	REVISION	MARK	Checked By: PDS	Engineer: JSH	Date: 10/04/19	Technician: RWS	Field	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Project No: 1190115</td> <td style="width: 50%;">Sheet C.22</td> </tr> </table>	Project No: 1190115	Sheet C.22
RAILROAD	REVISION										
MARK	Checked By: PDS										
Engineer: JSH	Date: 10/04/19										
Technician: RWS	Field										
Project No: 1190115	Sheet C.22										
OAK PARK BLVD SEWER REPLACEMENT											
POLLUTION PREVENTION PLAN											
SNYDER & ASSOCIATES, INC.											
CEDAR FALLS, IOWA 5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 319-362-9394 www.snyder-associates.com											
Project No: 244	Sheet C.22										

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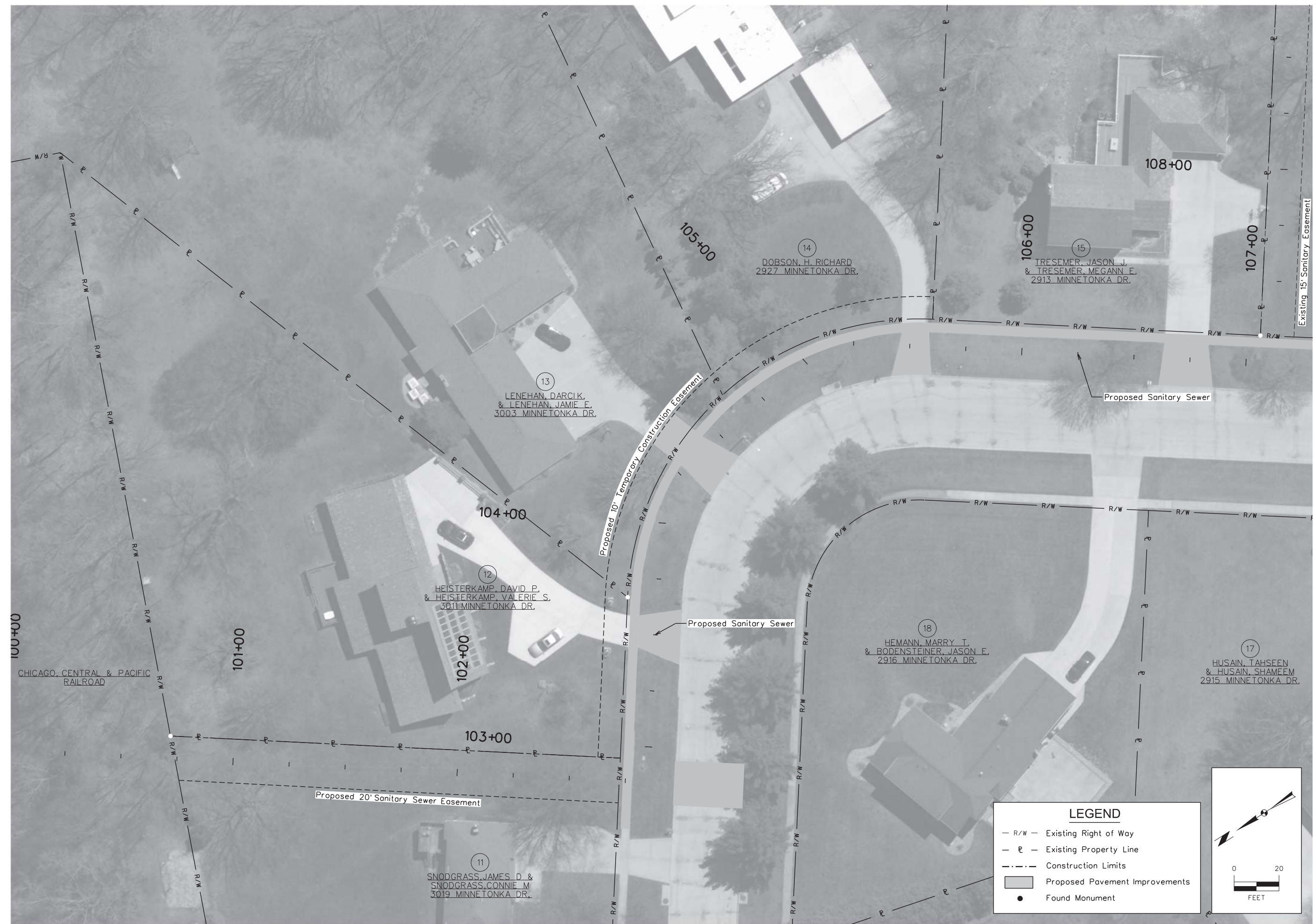
PROJECT CONTROL			
IOWA STATE PLANE NORTH COORDINATE SYSTEM			
Control Point	Northing	Easting	Elevation
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1/2" Iron Rod with Red Plastic Cap			
CP11	3663294.19	5198129.56	921.87
1/2" Iron Rod with Red Plastic Cap			
CP12	3663535.95	5198068.63	905.33
1/2" Iron Rod with Red Plastic Cap			
CP13	3663717.42	5197762.39	914.80
1/2" Iron Rod with Red Plastic Cap			
CP20	3663675.74	5197729.201	916.942
1/2" Iron Rod with Red Plastic Cap			
CP21	3664125.87	5197558.085	929.987
1/2" Iron Rod with Red Plastic Cap			
CP22	3663913.588	5197910.98	909.109
1/2" Iron Rod with Red Plastic Cap			

MARK	RAILROAD	REVISION	BY	DATE
JSH				
Engineer:	JSH	Checked By:	PDS	Scale:
Technician:	RWS	Date:	10/04/19	Field:
Project No:	1190115	Sheet:	G.1	

OAK PARK BLVD SEWER REPLACEMENT
SURVEY CONTROL & REFERENCE INFORMATION
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
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SNYDER & ASSOCIATES
 Project No: **245**
 Sheet **G.1**

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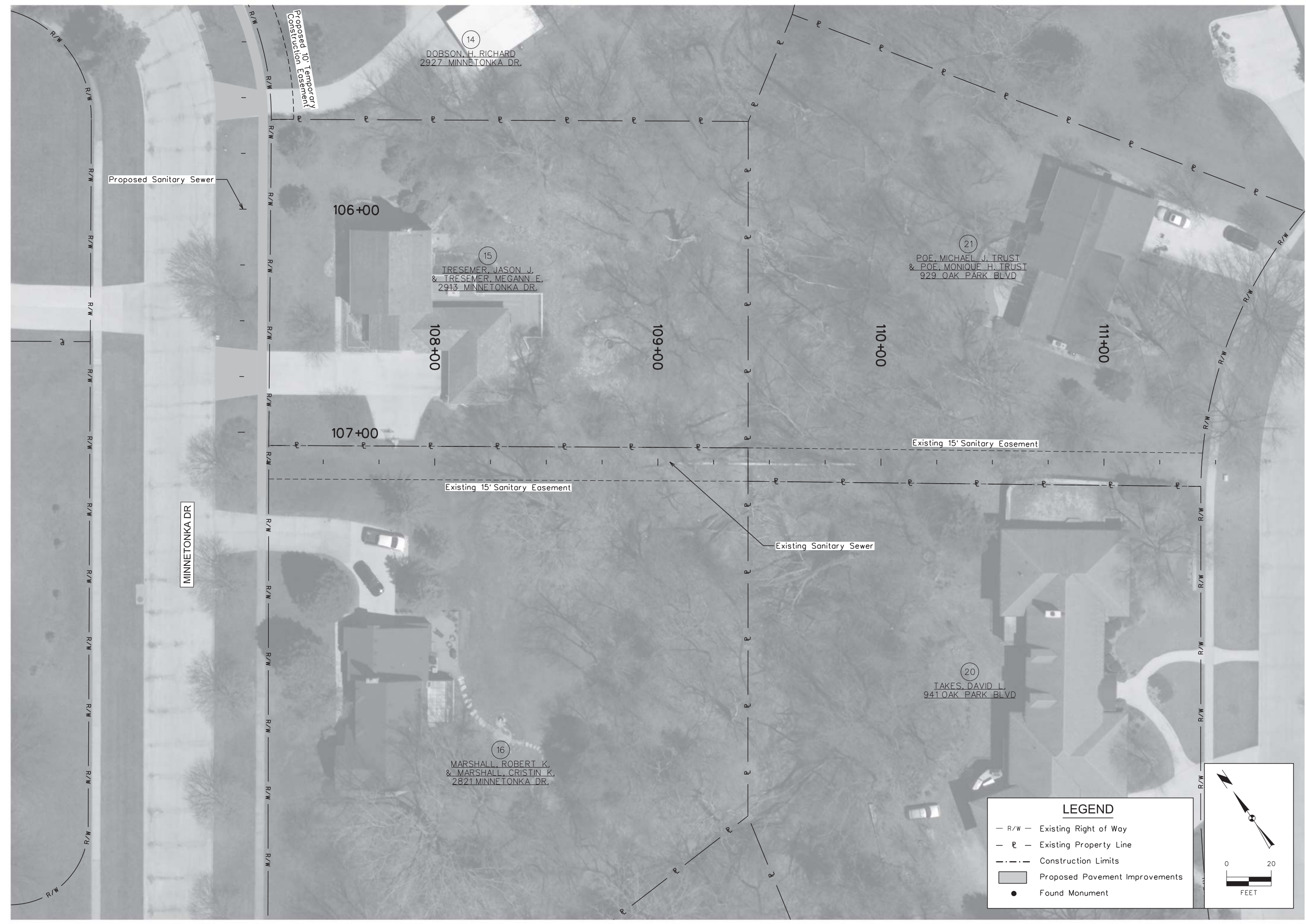
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JSH						
Engineer: JSH	Checked By: PDS	Date: 10/04/19				
Technician: RWS						
Project No: 1190115						Sheet H.1

OAK PARK BLVD SEWER REPLACEMENT
 RIGHT-OF-WAY
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
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SNYDER & ASSOCIATES

Project No: **246**
 Sheet **H.1**

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LEGEND

- R/W — Existing Right of Way
- P — Existing Property Line
- - - - Construction Limits
- ▭ Proposed Pavement Improvements
- Found Monument

MARK	REVISION	Checked By:	PDS	Scale:	Field
JSH		Engineer:	JSH	Date:	10/04/19
		Technician:	RWS	Project No.:	1190115
					Sheet
					H.2

OAK PARK BLVD SEWER REPLACEMENT

RIGHT-OF-WAY

SNYDER & ASSOCIATES, INC.

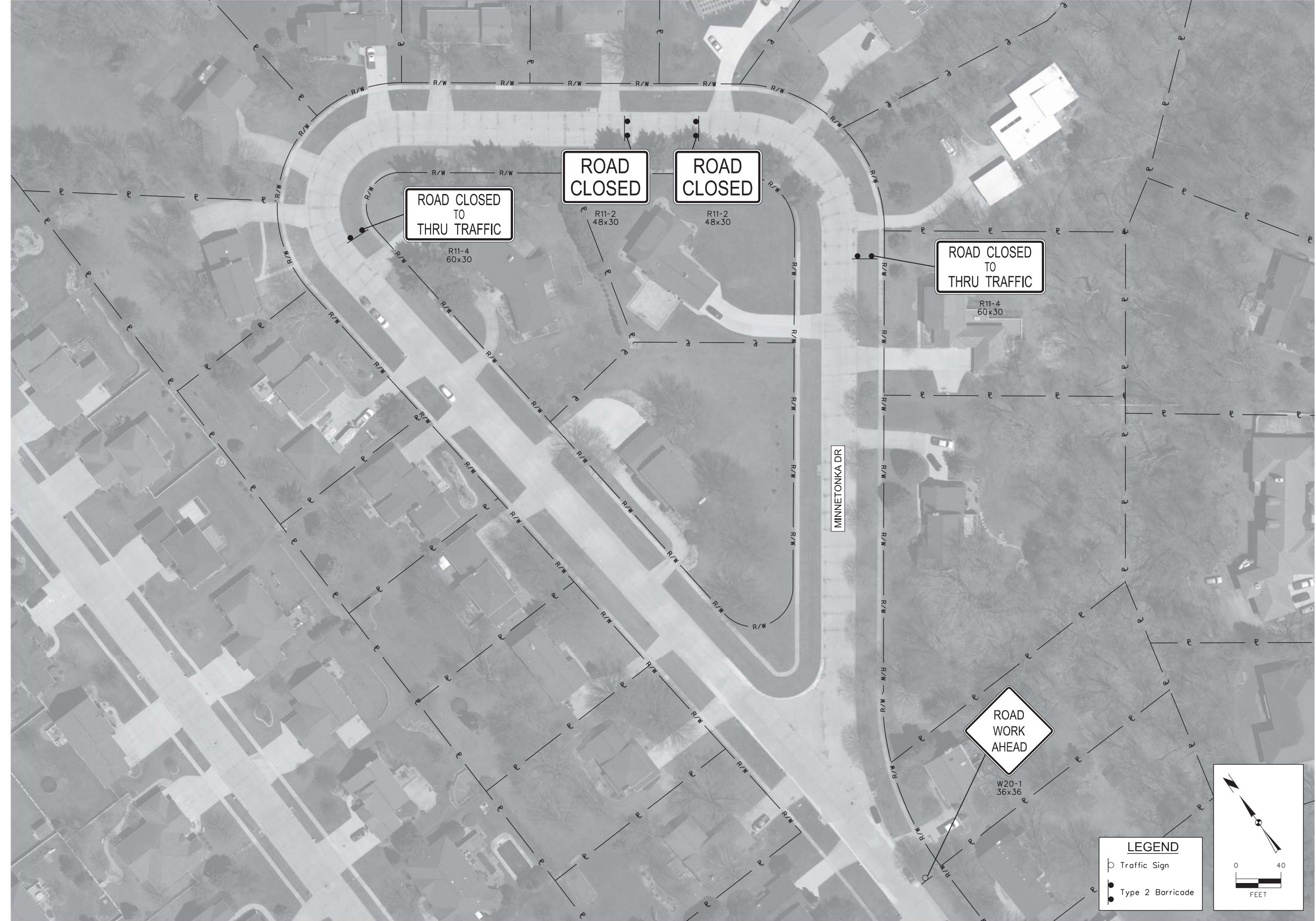
CEDAR FALLS, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
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Project No: **247**

Sheet **H.2**



MARK	REVISION	Checked By:	PDS	Scale	Field
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Engineer:	JSH	Date:	10/04/19		
Technician:	RWS				
Project No:	1190115				
Sheet	J.1				

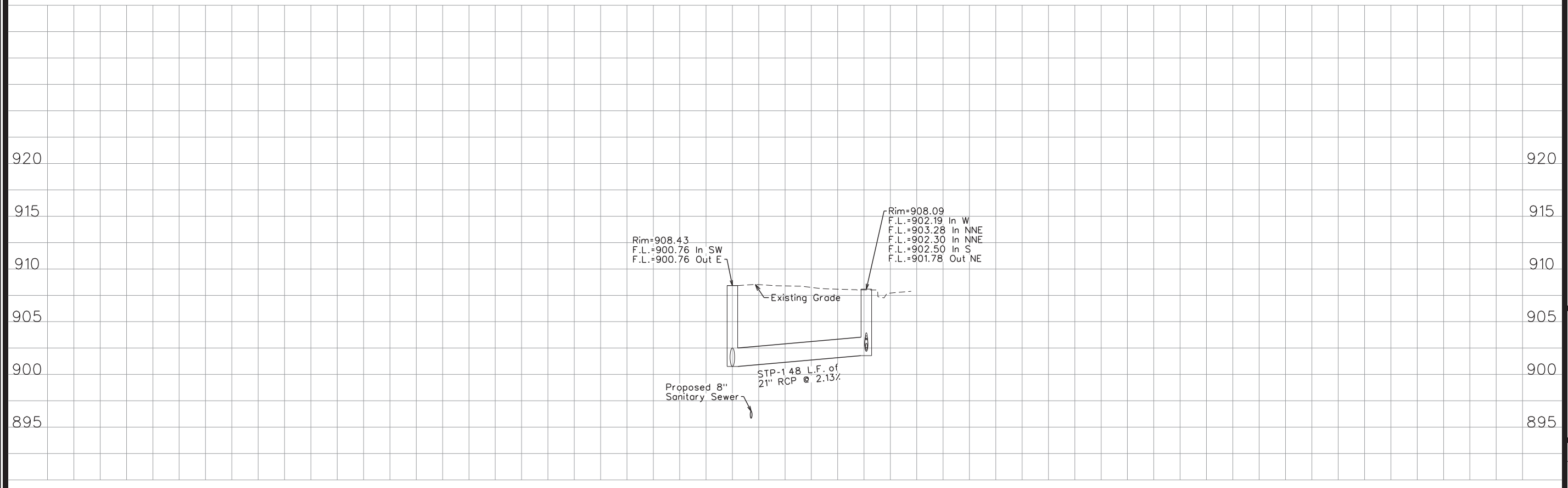
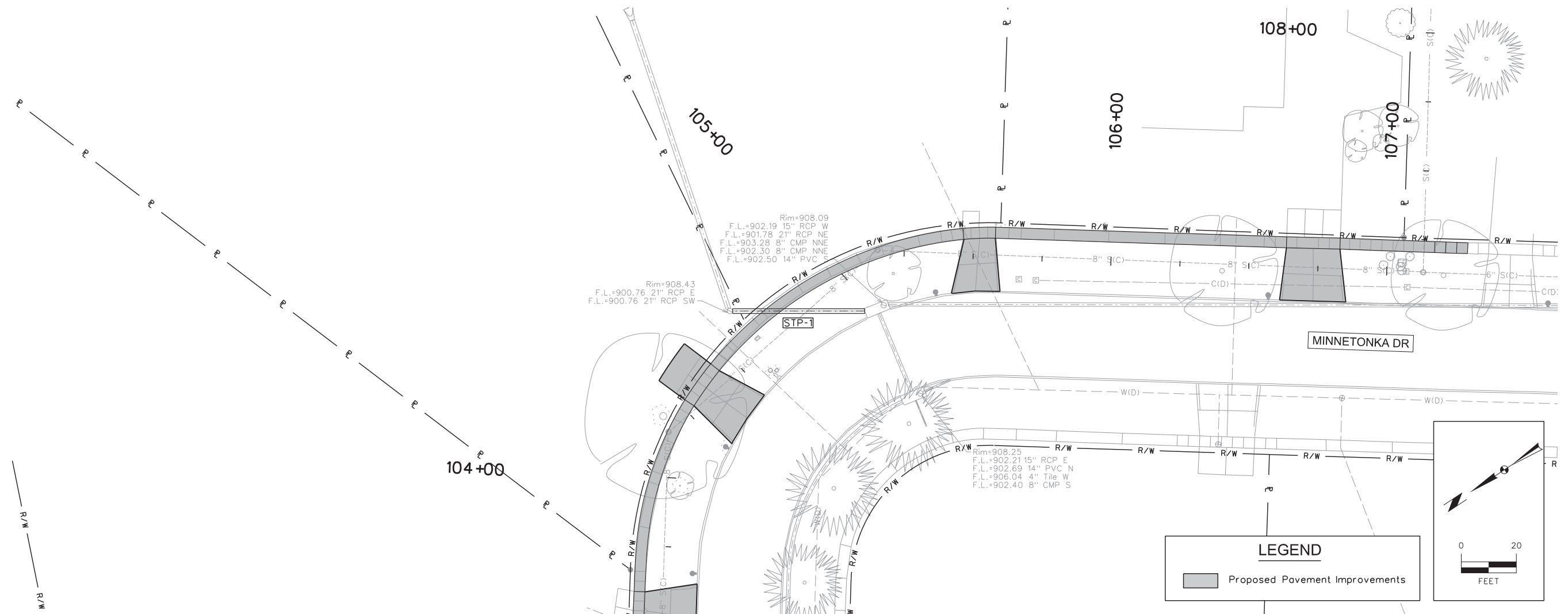
OAK PARK BLVD SEWER REPLACEMENT
STAGING AND TRAFFIC CONTROL
SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

Project No: 248
Sheet J.1

SNYDER & ASSOCIATES

Project No: 248
Sheet J.1

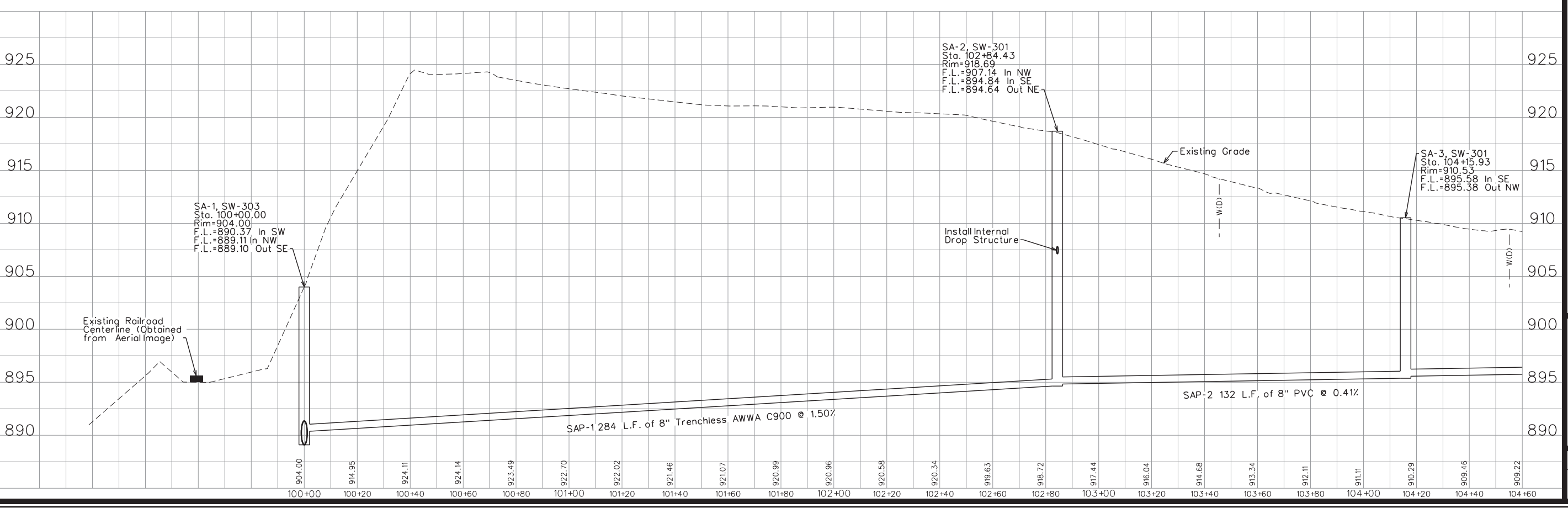
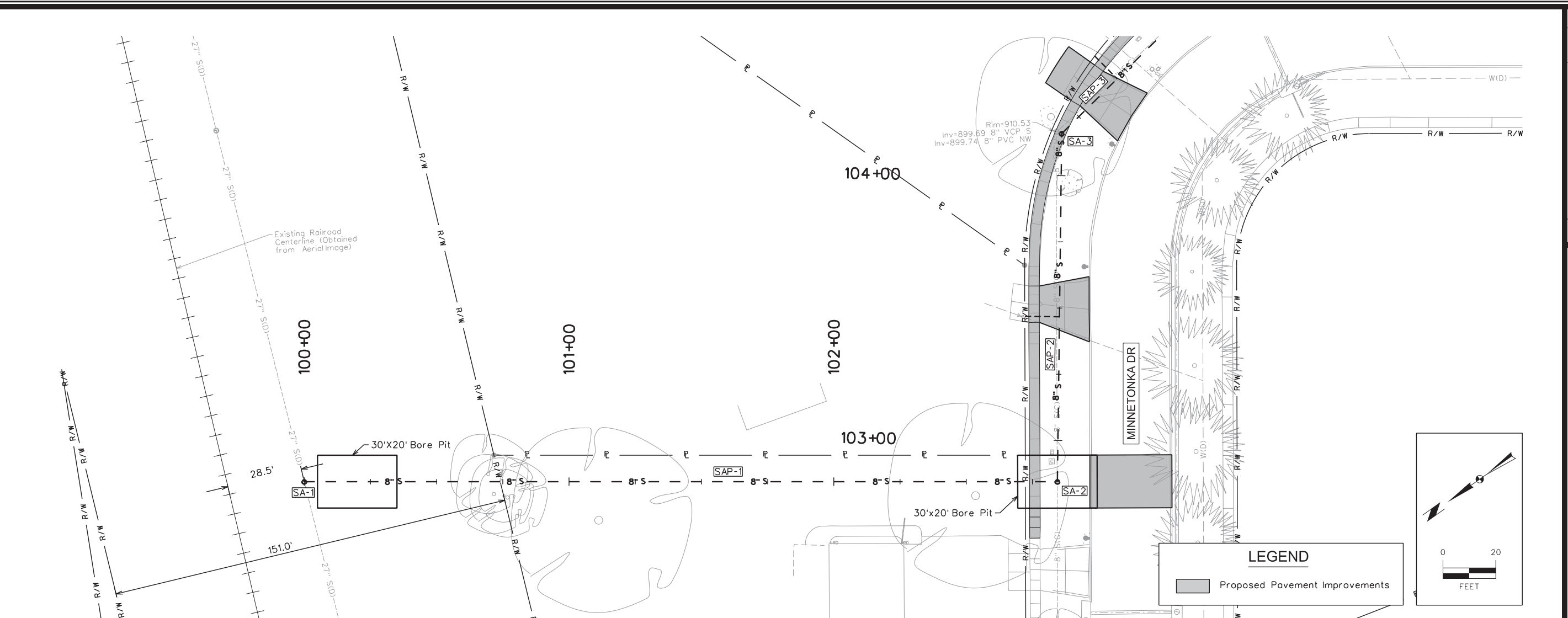


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Engineer:	JSH	Date:	10/04/19		
Technician:	RWS	Date:	1190115		
Project No:	1190115	Sheet	M.1		

OAK PARK BLVD SEWER REPLACEMENT
STORM SEWER PLAN & PROFILE
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
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Project No: **249**
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MARK	RAILROAD	REVISION	BY	DATE	SCALE	FIELD
JSH					PDS	
Engineer: JSH	Checked By: PDS	Date: 10/04/19				
Technician: RWS						

Project No: 1190115
 Sheet MSA.1

ITEM 21.

OAK PARK BLVD SEWER REPLACEMENT

SANITARY SEWER PLAN & PROFILE

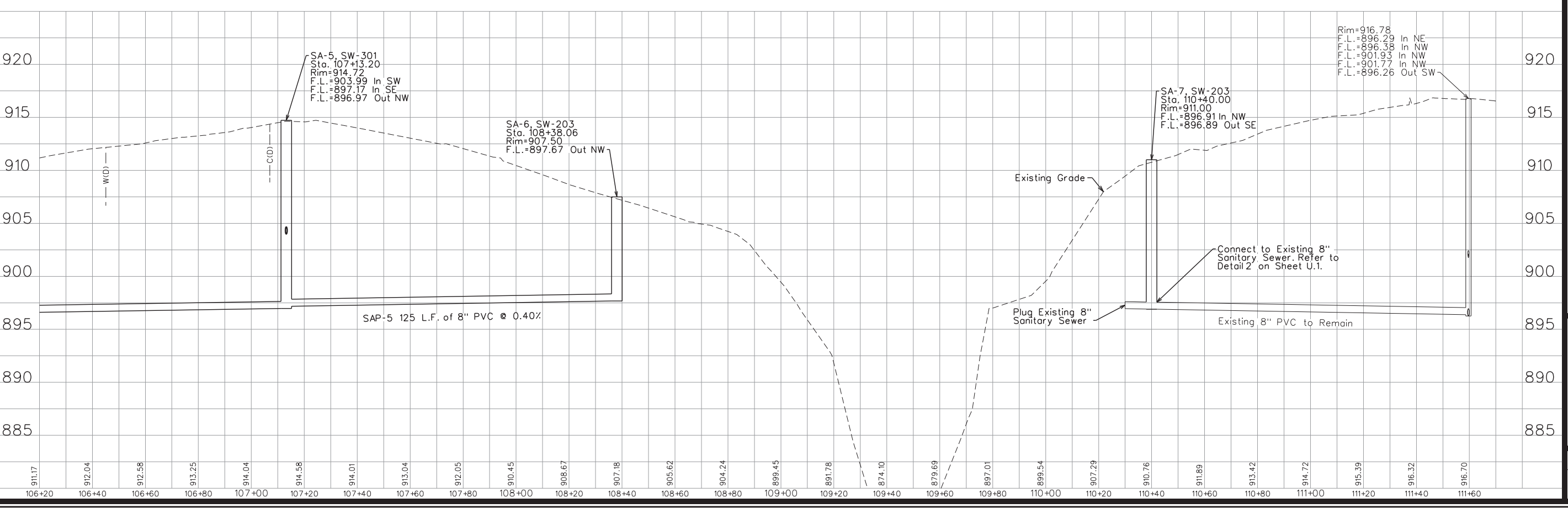
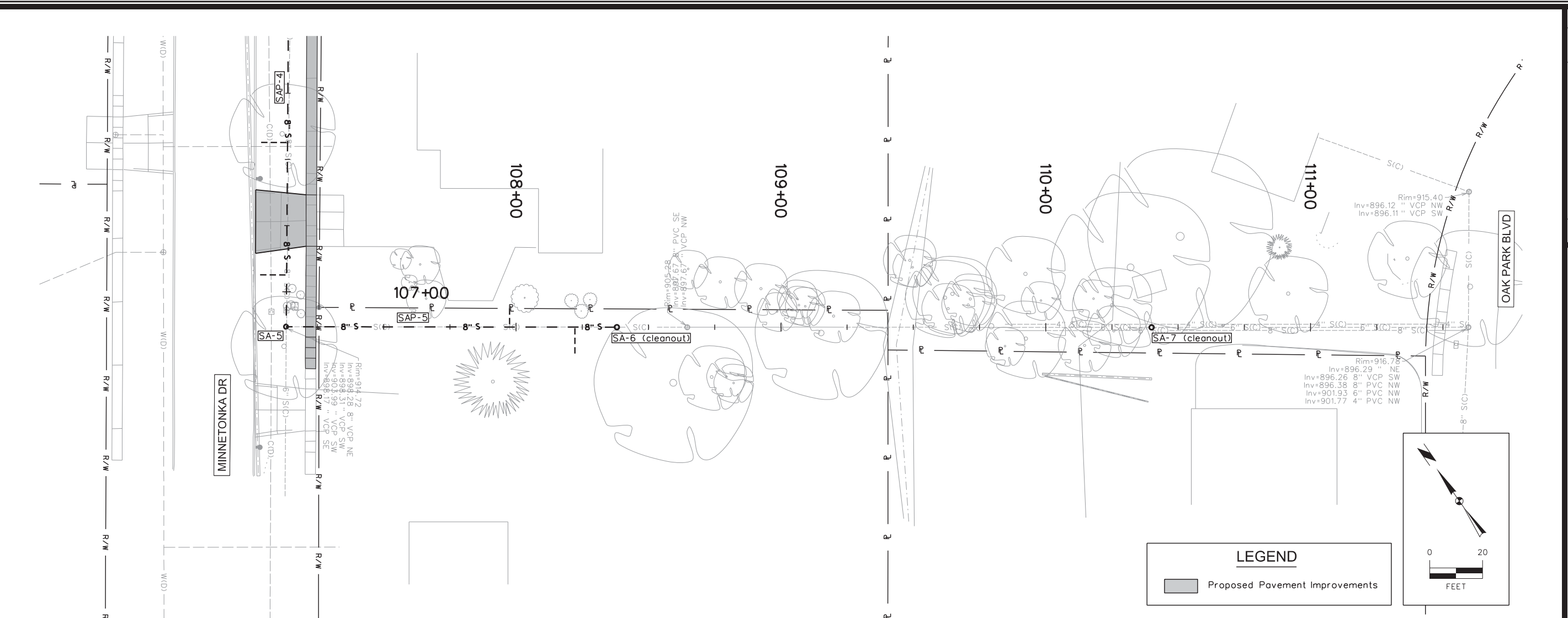
CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

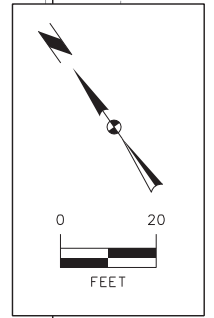
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LEGEND

█ Proposed Pavement Improvements



MARK	RAILROAD	JSH	BY	ITEM 21.
Engineer: JSH	REVISION	Checked By: PDS	Scale:	
Technician: RWS	Date: 10/04/19	Field:		
Project No: 1190115				Sheet MSA.3

OAK PARK BLVD SEWER REPLACEMENT

SANITARY SEWER PLAN & PROFILE

SNYDER & ASSOCIATES, INC.

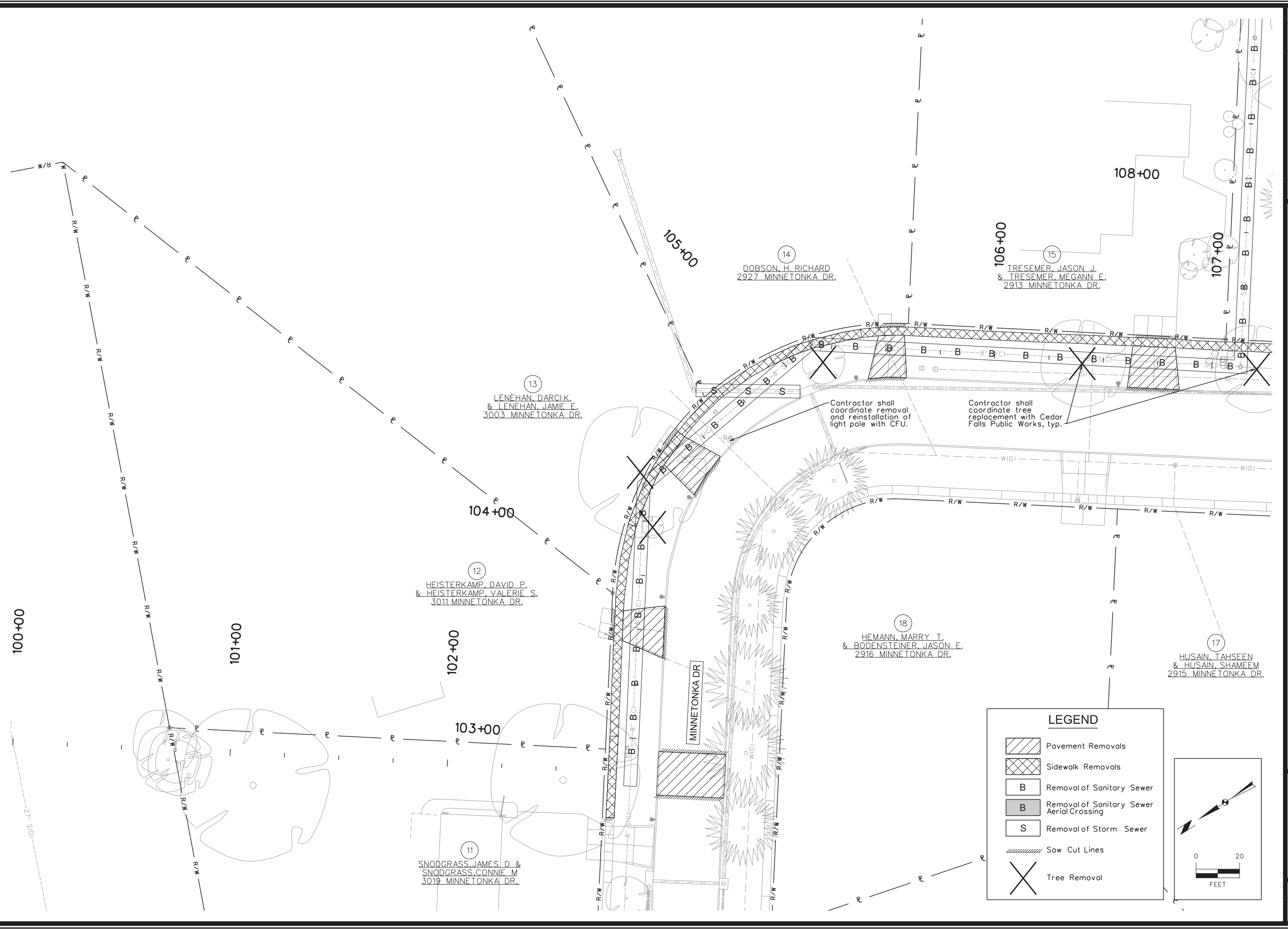
5005 BOWLING STREET S.W.
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CEDAR FALLS, IOWA

Project No: **252**

Sheet **MSA.3**

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MARK	RAILROAD	REVISION	BY	DATE	SCALE	FIELD	SHEET
JSH							R.1
Engineer:	JSH	Checked By:	PDS	Date:	10/04/19	Field	
Technician:	RWS						
Project No.:	1190115						

OAK PARK BLVD SEWER REPLACEMENT

PROJECT REMOVALS

SNYDER & ASSOCIATES, INC.

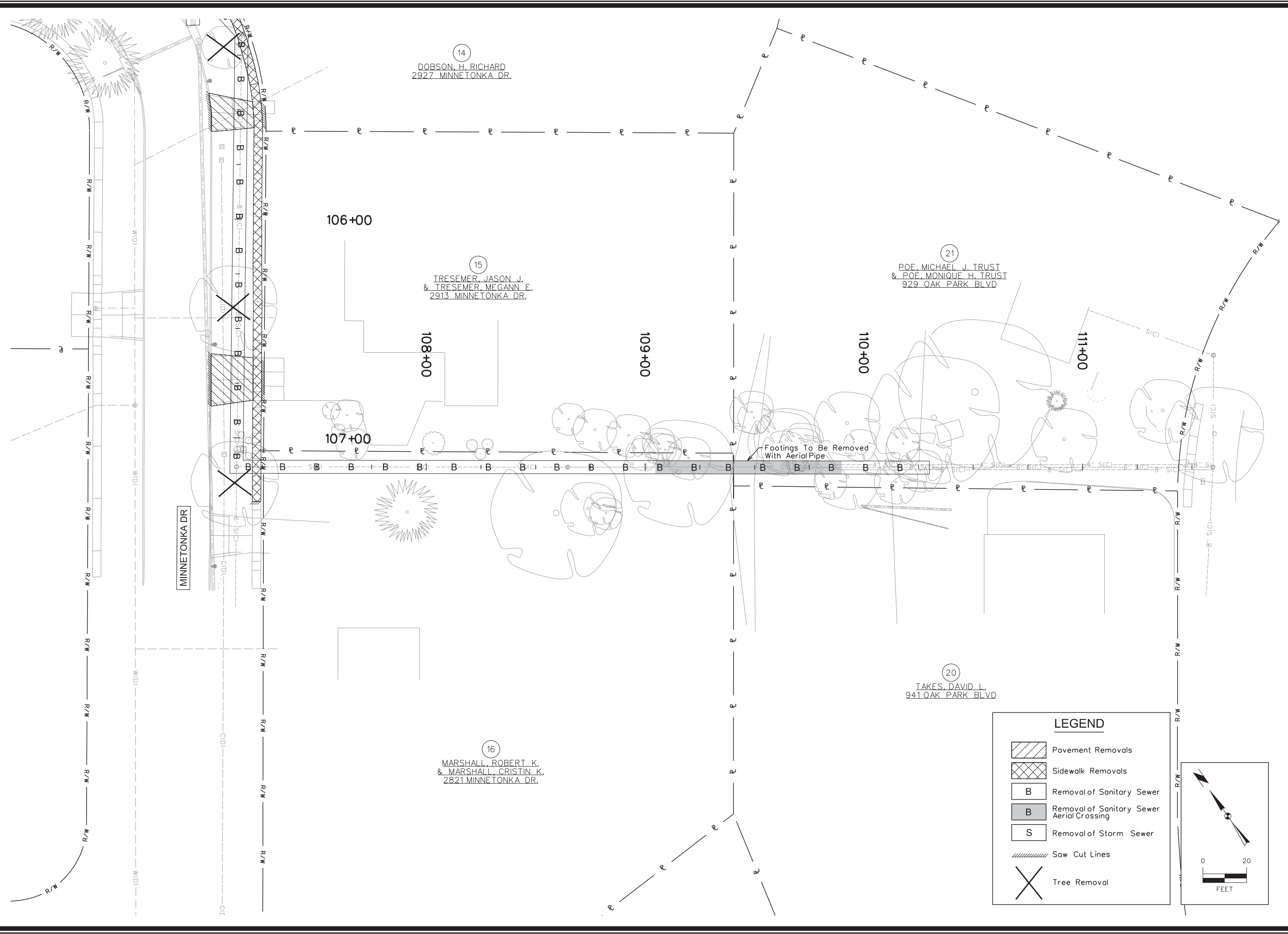
5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: **253**

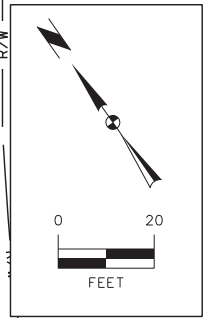
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LEGEND

- Pavement Removals
- Sidewalk Removals
- Removal of Sanitary Sewer
- Removal of Sanitary Sewer Aerial Crossing
- Removal of Storm Sewer
- Saw Cut Lines
- Tree Removal



MARK	RAILROAD	REVISION	BY	JSH
Engineer:	JSH	Checked By:	PDS	Scale:
Technician:	RWS	Date:	10/04/19	Field:
Project No:	1190115	Sheet	R.2	

OAK PARK BLVD SEWER REPLACEMENT

PROJECT REMOVALS

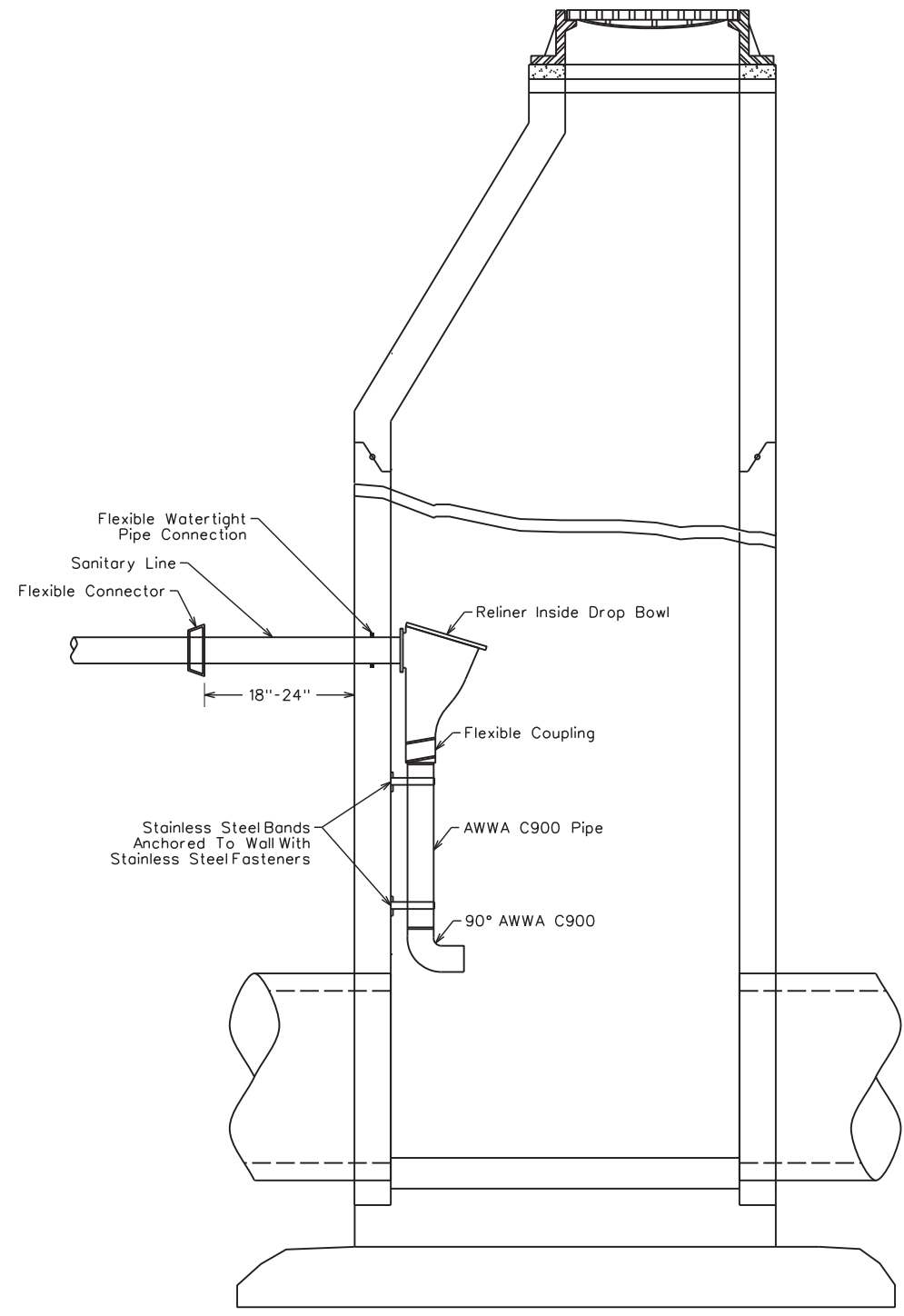
SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES

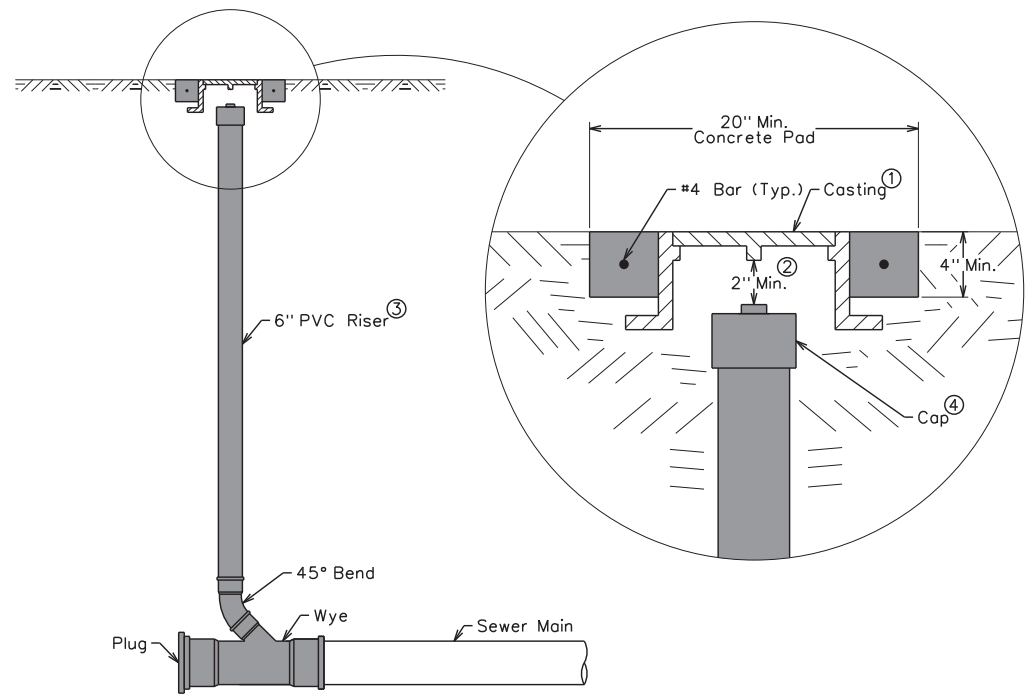
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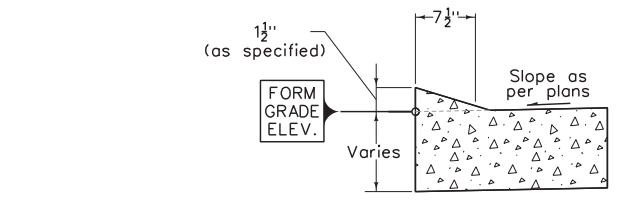
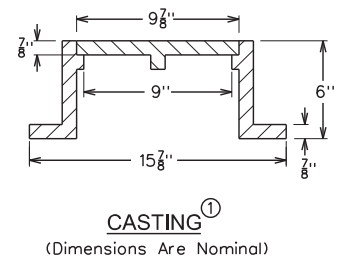
Note: Drop Connections Shall Be Reliner Inside Drop Bowl Secured With Stainless Steel Bolts. Install Reliner Or Equal Inside Drop Bowl. Install Drop Section To 2" Above Crown Of Large Pipe Unless Otherwise Noted In Contract Documents. Angle 90° Elbow 45° Into Direction Of Flow. Use A-LOK Connectors.

1 INTERNAL DROP CONNECTION
 U.1 SCALE: N.T.S



CLEANOUT
 2 SANITARY SEWER CLEANOUT
 U.1 SCALE: N.T.S

- ① Standard Duty Casting Complying With AASHTO M 306. Mark Lid With "Sanitary" Or "Sanitary C.O."
- ② Do Not Allow Casting To Bear On Top Of Riser Pipe.
- ③ 6 Inch PVC Service Pipe
- ④ Threaded Pvc Cap Or Iron Body Ferrule With Brass Screw Plug



3 DRIVEWAY DROP CURB
 U.1 SCALE: N.T.S

MARK	RAILROAD	REVISION	BY	DATE	SCALE	FIELD	SHEET
JSH					PDS	10/04/19	U.1
Engineer	Checked By	Date					
JSH	RWS	10/04/19					
Technician	Project No.						
	1190115						

OAK PARK BLVD SEWER REPLACEMENT
SPECIAL DETAILS
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

Project No: 257
 Sheet U.1



ROBERT M. GREEN

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

ITEM 22.

MEMORANDUM
Office of the Mayor

TO: City Clerk
FROM: Mayor Robert M. Green *Robert Green*
DATE: February 21, 2020
SUBJECT: VETO OF COUNCIL RESOLUTION #21,893
REF: (a) Code of Ordinances, City of Cedar Falls §2-187: Mayor Powers and Duties

1. In the Special Meeting of February 20, 2020, the Cedar Falls City Council passed Resolution #21,893: *“Resolution approving immediate implementation of the Public Safety Program including reorganization of the Public Safety Department.”*
2. In accordance with my mayoral powers under part b.3 of reference (a), I am vetoing the above Resolution #21,893.
3. The City Council failed to follow basic principles of good governance in the process of approving the above resolution; the special meeting allowed staff less than two working days to prepare a presentation, engage stakeholders, and obtain critical feedback on a plan which called for departmental reorganization and expected staff layoffs.
4. The only emergency in this matter was a concern by some council members that their desired course of action would be less assured after the special election scheduled for March 24th. As a result, they chose to appoint a council member friendly to their cause, then to call a special meeting which ensured a supermajority.
5. To be clear, I am vetoing this action not on the merits of decision itself, but on the process; the City Council had a responsibility, in the public interest, to hold this very important community meeting *after* the special election. Such a move would have prudently given city staff the time necessary to prepare and present a fully-vetted plan to the council and public. Instead, the Council’s actions give the appearance of closed-door dealing, risking long-term damage to the credibility of the city government and its decision-making processes.
6. One of my core duties as Mayor is to seek to ensure *fairness* the conduct of local government. As I believe the process and timeline used for the Special Meeting was decidedly unfair, I must veto the resulting council action.

#

XC: City Administrator
City Attorney
City Council

Councilor Simon Harding
Cedar Falls City Council (4th Ward)
220 Clay St.
Cedar Falls, IA 50613
Feb. 27th, 2020

Mayor Rob Green
City of Cedar Falls
220 Clay St.
Cedar Falls, IA 50613

Refer to the Committee of the Whole discussion of a city-sponsored fireworks display

Mayor Green,

At the January 20th, 2020 Cedar Falls City Council meeting, Rick Sharp spoke during the public forum about Cedar Falls having a fireworks show. After talking with him more, he sent me the following information (page 2, 3 & 4). I have read through his information and layout and support his vision as something that is possible or at least a great starting point. I would love to see this city have a 4th of July fireworks show.

Thanks for considering this request.

Sincerely,

Simon Harding
Cedar Falls City Council (Ward 4)

Letter from Rick Sharp:

I contacted someone I know that works at J&M Displays, one of the largest fireworks display companies in Iowa. They do the shows at Waterloo and other surrounding areas.

If we want a good 15-18 minute show, it will cost at least \$10,000

If we want an AWESOME 20 minute show it will be around \$15,000.

We need to book with them by mid March at the latest so they can get another crew lined up to do our show. They are doing a large show in Waterloo at the water park on July 3 (Friday) and a smaller one somewhere on July 4 (Saturday). Since we are fortunate enough to have the July 4 celebration fall on a weekend, I think holding ours on Saturday July 4 would be best. I see that the Mayor's Fireworks show in Waterloo will also be Saturday July 4. As I've stated before, we are big enough to have our own show and I truly believe our residents would rather stay here and watch the show versus going to Waterloo. With enough time and effort, down the road it could be a destination event for fireworks like Clear Lake is! If you didn't want to compete with Waterloo on July 4 and hold it on July 3 instead, you can never see too many firework shows!

J&M Displays contact information is: Office: 800-648-3890 or 319-394-3890 / Fax: 267-392-3890

website: <https://www.jandmdisplays.com/>

The Mayor's Fireworks show in Waterloo last year was sponsored by MercyOne and Hawkeye Community College, both agencies have buildings and staff here in Cedar Falls. Since I am requesting it to be held at Prairie Lakes Park, I think the city should have no problem getting them and some of the businesses in or around the IP to donate towards it as well.

Attached is an image where I see how this could work. The launch area would be by the boat ramps. We can secure this by blocking access to the public off of Viking Road. Only essential personnel will be allowed here. The viewing area would be the majority of the bike trail around the lake and the green spaces. Public Works can mow some of the area to allow more access for people to sit. We can stage porta potties all around the trail so people don't have to walk too far to get one. We can work with the businesses around the lake so they will allow parking in their lots. Being that it's after work hours, that should not be a problem. They can even tape off certain areas of their lots to allow room for their employees to park their. We can also work with the business and tape off walking paths to get to the trails, that the way the public isn't taking short cuts through their property. I highlighted an area for the band that is owned by the Mudd Group I believe. However, it's been an empty green space for a number of years. The city can work out a deal with them to mow the property prior to the event and put the band, food vendors and a few porta potties there.

I think for sponsors, in addition to MercyOne and HCC, why not ask the Mudd Group, Veridian, Martin Bros, etc. since the fireworks will be in their backyards so to speak.

The location is far enough away from residential neighborhoods, and since it will be heavily promoted, those with pets and PTSD can make appropriate plans to prepare for it. From the number of people that I have talked to over the years, a majority of them with PTSD or pets don't mind the noise if they can prepare for it. They expect explosions on July 3 or 4th. It's the randomness of fireworks over a given period of days that is unexpected that bothers them. Plus, at a venue like this people may be able to light off their own fireworks pre-show perhaps? Another good thing with this location is the availability of parking (if the businesses allow it). Plus, there are many different ways for the people to arrive and leave the area, which should result in minimal traffic congestion before and after the show.

Thank you for your time and consideration on this matter. Hopefully we can have fireworks this year. I am willing to offer my assistance in whatever it takes to make this happen.

14:35 Fri Jan 24

99%

