



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, JUNE 03, 2019  
7:00 PM AT CITY HALL**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of May 20, 2019.

**Agenda Revisions**

**Special Order of Business**

2. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Owen 5, L.L.C.
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 24, 2019)
  - b) Written communications filed with the City Clerk.
  - c) Oral comments.
3. Resolution approving and authorizing execution of an Agreement for Private Development and Minimum Assessment Agreement with Owen 5, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain city-owned real estate to Owen 5, L.L.C.

**Old Business**

4. Pass Ordinance #2940, amending Chapter 2, Administration, of the Code of Ordinances relative to reorganization of City operations, upon its third & final consideration.
5. Pass Ordinance #2941, amending certain sections of the Code of Ordinances relative to the renaming of the Department of Municipal Operations and Programs to the Department of Public Works, in conjunction with the reorganization of City operations, upon its third & final consideration.
6. Pass Ordinance #2942, amending Chapter 15, Nuisances and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the renaming of the Public Works and Parks Division Manager to the Operations and Maintenance Division Manager, in conjunction with the reorganization of City operations, upon its third & final consideration.
7. Pass Ordinance #2943, amending certain sections of the Code of Ordinances to be in conformance with the Code of Iowa and consistent with current City operations, upon its third & final consideration.
8. Pass Ordinance #2944, amending Chapter 2, Administration, and Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to updating terminology, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its second consideration.
9. Pass Ordinance #2945, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its second consideration.

## 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.)

10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Kate Brennan Hall, Art & Culture Board, term ending 07/01/2023.
  - b) Matthew Wilson, Art & Culture Board, term ending 07/01/2023.
  - c) Lauren Finke, Art & Culture Board, term ending 07/01/2021.
11. Receive and file the Committee of the Whole minutes of May 20, 2019 relative to the following items:
  - a) Downtown Parkade and Streetscape.
  - b) Bills & Payroll.
12. Receive and file Departmental Monthly Reports of April 2019.
13. Approve the following special event related requests:
  - a) Parking variances, College Hill Arts Festival, June 21-22, 2019.
  - b) Street closures, Sturgis Falls Celebration, June 26-30, 2019.
  - c) Parking variance, Teacher Festival, July 25, 2019.
14. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - a) Bani's, 2128 College Street.
  - b) Fareway Stores, 4900 South Main Street.
  - c) Fareway Stores, 214 North Magnolia Drive.
  - d) Murphy USA, 518 Brandilynn Boulevard.
15. Approve the following applications for beer permits and liquor licenses:
  - a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
  - b) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
  - c) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
  - d) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
  - e) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
  - f) The Other Place, 2214 College Street, Class C liquor - renewal.
  - g) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
  - h) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (June 15-16, 2019 & June 28-30, 2019)

**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.)

16. Resolution approving and adopting the City's FY20 Payroll Resolution.
17. Resolution approving and adopting amendments to the City's Accounting Policies and Procedures and Purchasing Manual.
18. Resolution approving and authorizing execution of a Service Agreement with Praetorian Digital relative to Fire and EMS training.
19. Resolution approving and authorizing designation of certain streets for operation of all-terrain vehicles.
20. Resolution designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc.
21. Resolution approving and authorizing execution of a Memorandum of Understanding with the Black Hawk County Pheasants Forever & Quail Forever Chapter relative to the Youth Pollinator Habitat Project for the North Cedar Natural Reserve Project.

- [22.](#) Resolution approving and authorizing the expenditure of funds for the purchase of pavement sealing equipment.
- [23.](#) Resolution approving and authorizing final acceptance of the Partial Demolition & Exterior Wall Rebuild of 4418 University Avenue, in conjunction with the University Avenue Reconstruction Project, Phase II.
- [24.](#) Resolution approving and accepting a Temporary Construction Easement, in conjunction with the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.
- [25.](#) Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.
- [26.](#) Resolution approving and accepting the contract and bond of Lodge Construction, Inc. for the 100 Block Alley Reconstruction Project.
- [27.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 6 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Clay Street Park Water Quality Improvements Project.
- [28.](#) Resolution approving and authorizing Change Order No. 1 to the contract with Peterson Contractors, Inc. for the 2019 Street Construction Project.
- [29.](#) Resolution approving and authorizing execution of a Transportation Services Agreement with Metropolitan Transit Authority (MET) for downtown shuttle services from June 6, 2019 thru August 31, 2019.
- [30.](#) Resolution approving a College Hill Neighborhood Overlay Zoning District site plan for a mixed-use development at 2119 College Street.
- [31.](#) Resolution approving a Mixed Use Zoning District site plan for a residential development on Lot 2, Pinnacle Ridge First Addition.
- [32.](#) Resolution approving a Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of a restaurant and convenience store/gas station/automobile service station to be located on Lot 2 of Gateway Business Park at Cedar Falls I.
- [33.](#) Resolution approving the preliminary plat of Replat of Lot 16 and Tract "B," West Viking Road Industrial Park Phase IV.
- [34.](#) Resolution approving the final plat of Replat of Lot 16 and Tract "B," West Viking Road Industrial Park Phase IV.
- [35.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 7 to the Professional Service Agreement with Snyder & Associates, Inc. relative to extension of 2019 Engineering Services.
- [36.](#) Resolution setting June 17, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Cyber Lane-2018 Street Construction Project and to authorize acquisition of private property for said project.
- [37.](#) Resolution setting June 17, 2019 as the date of public hearing on the proposed rezoning from R-3, Multiple Unit Residential, to C-2, Commercial District, of property located at 2600 Grove Street.

#### **Ordinances**

- [38.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances to be consistent with parking regulations being established, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its first consideration.

#### **Allow Bills and Payroll**

39. Allow Bills and Payroll of June 3, 2019.

**City Council Referrals**

**City Council 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, MAY 20, 2019  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN 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 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 52329 - It was moved by Miller and seconded by deBuhr that the minutes of the Regular Meeting of May 6, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52330 - It was moved by Green and seconded by Darrah that Ordinance #2940, amending Chapter 2, Administration, of the Code of Ordinances relative to reorganization of City operations, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52331 - It was moved by Kruse and seconded by deBuhr that Ordinance #2941, amending certain sections of the Code of Ordinances relative to the renaming of the Department of Municipal Operations and Programs to the Department of Public Works, in conjunction with the reorganization of City operations, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52332 - It was moved by Darrah and seconded by Miller that Ordinance #2942, amending Chapter 15, Nuisances and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the renaming of the Public Works and Parks Manager to the Operations and Maintenance Division Manager, in conjunction with the reorganization of City operations, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52333 - It was moved by deBuhr and seconded by Blanford that Ordinance #2943, amending certain sections of the Code of Ordinances to be in conformance with the Code of Iowa and consistent with current City operations, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52334 - It was moved by Green and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- a) Isaak Espersen, Board of Rental Housing Appeals, term ending 05/01/2021.
- b) James White, Health Trust Fund Board of Trustees, term ending 12/31/2024.
- c) Carol Lilly, Parks & Recreation Commission, term ending 06/30/2022.
- d) Marvin Mattfeld, Parks & Recreation Commission, term ending 06/30/2022.
- e) Leslie Nixon, Parks & Recreation Commission, term ending 06/30/2022.

Receive and file the Committee of the Whole minutes of May 6, 2019 relative to the following items:

- a) Panther Lane No Parking Request.
- b) River Gauge and Gates.
- c) Red Cedar Update.
- d) Bills & Payroll.

Receive and file the City Council Work Session minutes of May 6, 2019.

Approve a request for temporary signs for the College Hill Arts Festival, June 18-23, 2019.

Approve the following special event related requests:

- a) Street closure, East 10<sup>th</sup> Street, June 7, 2019.
- b) Street closure, Hearthside Drive, July 3, 2019.

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

- a) Casey's General Store, 2425 Center Street.
- b) Casey's General Store, 5226 University Avenue.
- c) Casey's General Store, 5908 Nordic Drive.
- d) Casey's General Store, 601 Main Street.
- e) Casey's General Store, 1225 Fountains Way.
- f) King Star, 2228 Lincoln Street.
- g) Kwik Star, 7500 Nordic Drive.
- h) Kwik Star, 2019 College Street.
- i) Metro Mart, 103 Franklin Street.
- j) Music Station, 1420 West 1st Street.
- k) SUDS, 2223 1/2 College Street.
- l) Thunder Ridge Ampride, 2425 Whitetail Drive.
- m) Tobacco Outlet Plus, 4116 University Avenue.
- n) Walgreens, 2509 Whitetail Drive.

Approve the following applications for beer permits and liquor licenses:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
- c) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor &

- outdoor service - renewal.
- e) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
  - f) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.
  - g) Prime Mart, 2323 Main Street, Class E liquor - renewal.
  - h) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - adding outdoor service.
  - i) Hurling Hatchet, 100 East 2nd Street, Class B beer - new.
  - j) Casey's General Store, 5226 University Avenue, Class E liquor - new.

Motion carried unanimously.

52335 - It was moved by Kruse and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,536, approving and authorizing execution of a Request for Group Insurance Amendment to the City's Group Life and Accidental Death & Dismemberment policy with Standard Insurance Company.

Resolution #21,537, approving and authorizing execution of a Dark Fiber and Electric Agreement with Municipal Electric and Communications Utilities of the City of Cedar Falls (CFU) relative to cameras in the College Hill area.

Resolution #21,538, approving and authorizing execution of a Telephone Services Agreement with Cedar Falls Utilities relative to Session Initiation Protocol (SIP) service.

Resolution #21,539, approving and authorizing execution of an agreement with RDG Planning & Design relative to the Cedar Falls Recreation Center Operations and Needs Study.

Resolution #21,540, approving and authorizing the expenditure of funds for the purchase of a wheel loader.

Resolution #21,541, approving and accepting an Owner's Temporary Construction Easement, Warranty Deed and Quit Claim Deed, in conjunction with the Ridgeway Avenue Reconstruction Project.

Resolution #21,542, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$788,375.05, for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

Resolution #21,543, receiving and filing the bids, and approving and accepting the low bid of Lodge Construction Inc., in the amount of \$271,063.80, for the 100 Block Alley Reconstruction Project.

Resolution #21,544, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$1,849,429.16, for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.

Resolution #21,545, approving and accepting the contract and bond of Peterson Contractors, Inc. for the Ridgeway Avenue Reconstruction Project - Chancellor Drive to Nordic Drive.

Resolution #21,546, approving a Major Thoroughfare Planned Commercial (MPC) zoning district site plan for construction of a storage shed at 5601 University Avenue.

Resolution #21,547, approving a Professional Office (PO-1) zoning district site plan for construction of a medical office on Lot 2 of the Schofield Stevenson Office Park, located in the 1000 block of Hudson Road.

Resolution #21,548, approving the preliminary plat of Western Home Communities Ninth Addition.

Resolution #21,549, approving form and authorizing execution of an Application for Voluntary Annexation of real estate to the City of Cedar Falls relative to expansion of the West Viking Road Industrial Park.

Resolution #21,550, approving and accepting the low bid, and approving and authorizing execution of two Rehabilitation Contracts with Kirvan Enterprises LLC, relative to Community Development Block Grant (CDBG) housing rehabilitation projects.

Resolution #21,551, approving and authorizing execution of a contract with Peterson Contractors, Inc. for 2019 Hazard Mitigation Services.

Resolution #21,552, setting June 3, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Owen 5, L.L.C.

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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,536 through #21,552 duly passed and adopted.

52336 - It was moved by Wieland and seconded by Miller that Ordinance #2944, amending Chapter 2, Administration, and Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to updating terminology, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its first consideration. Engineering Technician Ray provided a brief summary of the proposed amendments. Following comments by Tim Schilling, 3434 Tucson Drive, and Larry Wyckoff, 4241 Eastpark Road, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52337 - It was moved by Miller and seconded by Green that Ordinance #2945, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to

establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52338 - It was moved by Kruse and seconded by Blanford that the bills and payroll of May 20, 2019 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52339 - Councilmember Green announced the Rails-to-Trails Conservancy Group recently approved 'The Great American Rail Trail' bike route that stretches 3,700 miles from Washington DC to Olympic National Park that will include the Cedar Falls and Waterloo areas. Public Works and Parks Manager Heath also commented.

Public Works and Parks Manager Heath provided an update on the Place to Play Playground and announced upcoming tree planting of approximately 160-200 trees throughout the City by city staff, volunteers, AmeriCorps, College Hill Partnership and Green Scene.

Public Safety Services Director Olson provided an update on Public Safety Officers attending Fire Fighter I training and EMT training classes.

52340 - Jim Skaine, 2215 Clay Street, commented about the upcoming School Bond issue and City Council meeting agendas and votes.

Community Main Street Director Carol Lilly provided clarification regarding the parking changes coming to the Downtown area.

Rosemary Beach, 5018 Sage Road, expressed appreciation for the improved audio in the Council Chambers, commented on the condition of the parking area across from the dog park and requested a consistent 35mph speed limit on South Main Street.

52341 - It was moved by Kruse and seconded by Green that the meeting be adjourned at 7:28 P.M. Motion carried unanimously.

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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 James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 30, 2019  
**SUBJECT:** Owen 5, LLC (Cunningham Construction) Economic Development Project

### INTRODUCTION

For the past several months, staff has been working with Joe Owen of Owen 5, LLC toward the construction of a new 10,000 square foot shop/office facility. The proposed project will occur on Lot 16 of Northern Cedar Falls Industrial Park Phase I (3.90 acres total of which approximately 3.5 acres is buildable after setback and open space requirements). This new facility will be built and owned by Owen 5, LLC and will have a minimum building valuation and permit valuation of \$450,000 and a total project minimum assessed valuation of \$700,000 (including land).

Mr. Owen has been working with Mr. Cunningham, the current owner of K. Cunningham Construction, to acquire the company. Cunningham Construction is currently located at 1025 Center Street, just south of the Brown Bottle restaurant. As part of the acquisition of the company, Mr. Owen would like to move the company to a new location that is located outside of the floodplain and where there is room to grow the business. The site that he has identified within the North Cedar Falls Industrial Park satisfies those objectives.

### DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by Owen 5, LLC, and will consist of a 10,000 square foot building to be located along Rail Way, just west of Standard Distribution in the Northern Cedar Falls Industrial Park. The building will be a pre-engineered metal building with an attractive exterior meeting all applicable Deed of Dedication requirements. The proposed project will have a minimum building valuation of \$450,000, and a total project valuation including land of \$700,000. The project will commence construction this summer/fall with completion anticipated within 12 months.

## **COMPANY PROFILE**

### **Owen 5, LLC (K. Cunningham Construction)**

K. Cunningham Construction Co., Inc. was incorporated in Cedar Falls in 1979 and has experienced steady growth ever since. We specialize in the following concrete paving services: municipal and city streets, heavy highway & road construction, subdivisions, commercial & industrial parking lots, curb and gutter, recreational trails/sidewalks, airport runways, taxiways & aprons, and other custom specialty projects. We have approximately 50 employees.

Our company is currently entering a 2<sup>nd</sup> generation of leadership, and because of steady growth, we are looking forward to moving the business to this new location within the North Cedar Falls Industrial Park.

Please feel free to visit our website at <http://www.kcunninghamconstruction.com> for more information.

## **ECONOMIC DEVELOPMENT INCENTIVE (LAND ONLY)**

### **Land Incentive**

For the Owen 5, LLC project, they would receive at no cost, Lot 16, Northern Cedar Falls Industrial Park Phase I (3.90 acres total of which approximately 3.50 acres is buildable after setback and open space requirements). The new shop/office facility will meet all applicable Deed of Dedication requirements. The proposed land incentive is consistent with other comparable economic development projects that the City has approved. No other incentives will be provided for this project.

## **Conclusion**

As this memorandum indicates, Owen 5, LLC is looking to construct a new 10,000 square foot shop/office facility on Lot 16, Northern Cedar Falls Industrial Park Phase I. The proposed new construction building project will have a minimum building permit valuation of \$450,000 and a total Minimum Assessed Valuation of \$700,000 including land. Construction would commence this summer/fall with completion anticipated in the summer/fall of 2020.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Owen 5, LLC has been reviewed by Kevin Rogers, City Attorney, and is attached for your review and approval.

## **RECOMMENDATION**

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

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Owen 5, LLC, and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Owen 5, LLC.

If you have any questions regarding the proposed Owen 5, LLC economic development project, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development  
Karen Howard, Planning & Community Services Manager  
Kevin Rogers, City Attorney



Owen 5, LLC  
10,000 sq. ft.  
Shop/Office



Hwy 218

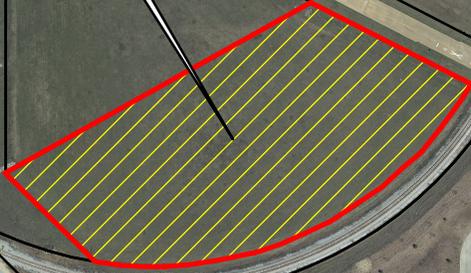
Northern Dr

Rail Way

East Central Iowa  
Cooperative

Leversee Rd

Project Location



Standard Distribution

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND OWEN 5, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO OWEN 5, L.L.C.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, and amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and amended a seventh time by Resolution No. 21,368 on December 17, 2018, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Owen 5, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of a Shop/Office Facility totaling at least 10,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the

conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$700,000.00 for a period through December 31, 2031; and

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

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

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the

terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

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

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



**AGREEMENT FOR PRIVATE DEVELOPMENT**

**BY AND BETWEEN**

**THE CITY OF CEDAR FALLS, IOWA**

**AND**

**OWEN 5, L.L.C.**

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## AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and OWEN 5, L.L.C, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3318 Apollo Street, Cedar Falls, Iowa 50613.

### WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

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

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A-1 annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

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

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

## ARTICLE I. DEFINITIONS

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

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

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

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

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

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

Commencement Date means the date of the issuance by the City of a City issued building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means OWEN 5, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area of the City described in Exhibit A-1 hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Minimum Improvements shall mean the construction of a Shop/Office Facility totaling at least 10,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

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

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Option Property means that portion of the Northern Cedar Falls Industrial Park Urban Renewal Area of the City described in Exhibit A-2 hereto.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

Shop/Office Facility means the Minimum Improvements.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 12.9 of this Agreement.

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

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or

provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1, Light Industrial District”. The “M-1, Light Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as

presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct a Shop/Office Facility ("Minimum Improvements") on the 3.9 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A-1.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws

and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than Four Hundred Fifty Thousand Dollars and no/100 Dollars (\$450,000.00), and a taxable valuation of Seven Hundred Thousand Dollars and no/100 Dollars (\$700,000) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 31<sup>st</sup> day of August, 2020.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any

member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Four Hundred Fifty Thousand Dollars and no/100 Dollars (\$450,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Four Hundred Fifty Thousand Dollars and no/100 Dollars (\$450,000.00), by no later than the 30<sup>th</sup> day of August, 2019.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 30<sup>th</sup> day of August, 2019, and completed (i) by no later than the 31<sup>st</sup> day of August, 2020, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

## ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

## ARTICLE V. INSURANCE AND CONDEMNATION

### Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):
  - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall also contain a Governmental Immunities endorsement.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on) insurance as follows:
  - (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious

mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage

required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Urban Renewal Area.

## ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements

and the land that together comprise the Development Property, which will result in a minimum actual taxable value upon substantial completion of the Minimum Improvements, but no later than January 1, 2021, of not less than Seven Hundred Thousand Dollars and no/100 Dollars (\$700,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

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

- (a) It will not seek any tax exemption (except as may be granted under Section 8.8 of this Agreement), either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law, but subject to the terms of the Assessment Agreement.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except abatement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Shop/Office Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, internet and other fiber-optic communications, including telephony (if and when telephony is available through City-owned utilities). Although this shall be the sole source for such utility services, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2021, and ending on November 1, 2032, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 12.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk County or a contiguous county during the term (the "Term") of this

Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 12.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 11.2:

- (i) Developer shall be ineligible to receive any future property tax abatements that are provided for under Section 8.11 of this Agreement;
- (ii) Developer shall be responsible for paying the City an amount equal to the property tax abatements received by Developer under Section 8.11 of this Agreement, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

## ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the

Development Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the

Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

#### ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer’s covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive

covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1<sup>st</sup> day of June, 2019, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 Recordation of Deed. The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than August 30, 2019, and commencement of construction does not appear imminent by no later than August 30, 2019, then Developer shall have committed an Event of Default within the meaning of Article XI and Section 11.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 11.2(d) of this Agreement by no later than October 30, 2019.

Section 8.11. No Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 25-36 through 25-45 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Minimum Improvements located on the Development Property.

## ARTICLE IX. DEVELOPER'S OPTION

Section 9.1. Grant of Option. As additional consideration for Developer's covenants as contained in this Agreement, and upon performance by Developer of all of its obligations to the City under the terms and conditions of this Agreement, but only for so long as Developer is not in default under this Agreement, the City hereby grants Developer an irrevocable option (hereinafter the "Option") to acquire the property described in Exhibit A-2 attached to this Agreement (hereinafter the "Option Property"), on the terms and conditions set forth in this Article.

Section 9.2. Option to Acquire Option Property. The Developer's option to acquire the Option Property under this Article shall be on the following terms:

- (a) The Option shall commence on the effective date of this Agreement set forth on page 5 hereof (the "Effective Date of this Agreement").
- (b) The Option shall be irrevocable until December 31, 2022 (hereinafter the "Option Expiration Date.").
- (c) The Option shall be effective only if the Developer shall have performed all of its obligations to the City as set forth in this Agreement and any agreements referenced in this Agreement, including without limitation the Minimum Assessment Agreement, and only for so long as Developer shall not be in default thereunder.
- (d) To exercise its option to acquire the Option Property, Developer shall send a notice in writing to the City that it desires to exercise its Option to acquire the Option Property and that it will do so in the following way:
  - 1) By purchasing the Option Property for a purchase price of One Hundred Eighty Five Thousand and no/100 Dollars (\$185,000.00) (the "Option Cash Purchase Price"), and on terms as are provided for in subsection 9.2(f) of this Agreement.
- (e) The following procedure shall apply in the event that Developer exercises its Option under subsection 9.2(d)(1), after proper notice has been given by Developer:
  - 1) The City shall provide the Developer with a complete abstract of title to the Option Property, continued to a date subsequent to the date of Developer's notice of exercise of the Option by the Developer, that shows that title to the Option Property is vested in the City, free and

clear of all liens and encumbrances of record as provided in subsection (2), all at the City's sole cost and expense.

- 2) The City shall convey clear title to the Option Property to the Developer by Quit Claim Deed upon compliance with legally required public proceedings, and upon payment to the City by the Developer of the Option Cash Purchase Price. Such conveyance and title shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record, other than compliance with the terms and conditions of this Agreement.
- 3) The City shall deliver the Quit Claim Deed of the Option Property to the Developer within sixty (60) days of the date the City receives Developer's notice of Developer's intent to exercise its Option to acquire the Option Property.
- 4) The Developer shall promptly file the Quit Claim Deed for recordation among the land records in the Office of the Recorder of the County. The Developer shall pay all costs for recording the Quit Claim Deed. Any revenue stamps or transfer tax on the Quit Claim Deed shall be paid for by the City.

Section 9.3. Expiration of Option. If the Developer fails to notify the City in a timely manner of the exercise of its Option to acquire the Option Property by the means described in subsection 9.2(d)(1) by the Option Expiration Date, Developer's Option shall expire on the Option Expiration Date, and Developer shall have no further rights in and to the Option Property. The City shall thereafter own the Option Property free and clear of any right, title, interest or claim of the Developer.

Section 9.4. Option Personal to Developer. The rights of Developer as described in this Article IX are personal to Developer, and may not be assigned or transferred to any third party under any circumstances. Any attempted assignment, transfer, or conveyance of the rights of Developer under this Article without the express written consent of the City shall cause an immediate termination of all of the Developer's rights described in this Article.

Section 9.5. Resale of Option Property Within Five Years. In the event that Developer, having acquired the Option Property by payment of the Option Cash Purchase Price under subsection 9.2(d)(1), sells the Option Property to any third party at any time within five (5) years of the date of the City's delivery of the Quit Claim Deed conveying

the Option Property to the Developer, the Developer shall pay to the City an amount equal to fifty percent (50%) of the amount by which the sale price of the Option Property exceeds the Option Cash Purchase Price of \$185,000.00, which amount shall be paid in cash in full to the City immediately upon the happening of the sale of the Option Property by the Developer. Failure to pay said amount shall constitute a default under this Agreement. For purposes of this subsection, the term "sell" shall include any voluntary or involuntary sale, exchange, or transfer of title to the Option Property, or any part thereof, to any person or entity whatsoever other than the City; provided, however, that Developer may grant a mortgage on the Option Property as security for a loan made to or guaranteed by the Developer, and the same shall not, in and of itself, constitute a sale of the Option Property within the meaning of this subsection.

## ARTICLE X. INDEMNIFICATION

### Section 10.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article X, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article X shall survive the termination of this Agreement.

## ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement;
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (j) The Developer shall:

- (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (k) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;

- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
  
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 11.2 of this Article, then the City may proceed as provided in Section 11.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 11.5.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such

right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

## ARTICLE XII. MISCELLANEOUS

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

Section 12.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sexual orientation, gender identity, religion, sex, national origin, age or disability.

Section 12.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Rodney Joe Owen  
Manager  
OWEN 5, L.L.C.  
3318 Apollo Street  
Cedar Falls, Iowa 50613

With a copy to: Steve Daniels  
Dutton, Braun, Staack & Hellman, PLC  
3151 Brockway Road  
Waterloo, IA 50701

CITY City of Cedar Falls, Iowa  
City Administrator  
220 Clay Street  
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date of Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 12.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 12.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 12.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 12.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 12.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 12.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement,

in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 11.2(d) of this Agreement.

Section 12.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 12.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 12.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 12.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

OWEN 5, L.L.C.,  
an Iowa limited liability company

By: \_\_\_\_\_  
Rodney Joe Owen, Manager

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Rodney Joe Owen, Manager, OWEN 5, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT A-1

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

EXHIBIT A-2

OPTION PROPERTY

The Option Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 17, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.89 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of a Shop/Office Facility totaling at least 10,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	August 30, 2019
Substantial Completion	August 31, 2020
Issuance of Occupancy Permit	August 31, 2020

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015 (Chapter 403 hereinafter called "Urban Renewal Act"); and OWEN 5, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3318 Apollo Street, Cedar Falls, Iowa 50613; did on or about the \_\_\_\_ day of \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and OWEN 5, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of \_\_\_\_\_, 2019 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 16, Northern Cedar Falls Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2019, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Seven Hundred Thousand Dollars and no/100 Dollars (\$700,000.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before August 31, 2020.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 3.90 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2031.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

OWEN 5, L.L.C.  
An Iowa limited liability company

By: \_\_\_\_\_  
Rodney Joe Owen, Manager

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Rodney Joe Owen, Manager, OWEN 5, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 3.90 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$700,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

\_\_\_\_\_  
County Assessor for Black Hawk County, Iowa

\_\_\_\_\_  
Date

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF BLACK HAWK    )

Subscribed and sworn to before me by \_\_\_\_\_,  
County Assessor for Black Hawk County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Date

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls  
Attn: City Clerk  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and OWEN 5, L.L.C., an Iowa limited liability company

Gentlemen:

As counsel for OWEN 5, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_, 2019, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been

duly and validly authorized by action of the members, have been executed and delivered by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

DUTTON, BRAUN, STAACK & HELLMAN, PLC

By: \_\_\_\_\_

Steve Daniels, Attorney at Law  
3151 Brockway Road  
Waterloo, IA 50701

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and OWEN 5, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 3318 Apollo Street, Cedar Falls, Iowa 50613, did on or about the \_\_\_\_ day of \_\_\_\_\_, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area and as more particularly described as follows:

Lot 16, Northern Cedar Falls Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_ day of \_\_\_\_\_, 2019, and terminates on the 31st day of December, 2031, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone

making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

OWEN 5, L.L.C.  
an Iowa limited liability company.

By: \_\_\_\_\_  
Rodney Joe Owen, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA )  
 ) ss:  
COUNTY OF BLACK HAWK )

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019,  
by Rodney Joe Owen, Manager, OWEN 5, L.L.C., an Iowa limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**QUIT CLAIM DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 106  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319)  
273-8600

**Taxpayer Information:** (Name and complete address)

Owen 5, L.L.C., 3318 Apollo Street, Cedar Falls, IA 50613

**Return Document To:** (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**

City of Cedar Falls, Iowa

**Grantees:**

Owen 5, L.L.C.

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa do hereby Quit Claim to Owen 5, L.L.C., an Iowa Limited Liability Company

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, and amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:

City of Cedar Falls, Iowa (Grantor) (Grantor)

(Grantor) (Grantor)

(Grantor) (Grantor)

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on by James P. Brown as Mayor and Jacqueline Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Signature of Notary Public

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name City of Cedar Falls, Iowa  
Address 220 Clay Street, Cedar Falls, IA 50613  
Number and Street or RR City, Town or P.O. State Zip

**TRANSFeree:**

Name Owen 5, L.L.C.  
Address 3318 Apollo Street, Cedar Falls, IA 50613  
Number and Street or RR City, Town or P.O. State Zip

**Address of Property Transferred:**

UNDEVELOPED LOT, Cedar Falls, IA 50613  
Number and Street or RR City, Town or P.O. State Zip

**Legal Description of Property: (Attach if necessary)** Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa.

**1. Wells (check one)**

- There are no known wells situated on this property.  
 There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.  
 There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.  
 There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)  
 There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_.
- The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

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**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: \_\_\_\_\_ Telephone No.: (319) 273-8600  
(Transferor or Agent)

**ORDINANCE NO. 2940**

AN ORDINANCE **(1)** REPEALING ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, DIVISION 3, ENGINEERING SERVICES DIVISION, DIVISION 4, INSPECTION SERVICES DIVISION, AND DIVISION 5, WATER RECLAMATION DIVISION, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, INCLUDING NEW DIVISION 1, GENERALLY, NEW DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, NEW DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, NEW DIVISION 4, INSPECTION SERVICES DIVISION, AND NEW DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION; **(2)** REPEALING ARTICLE VII, DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, PUBLIC WORKS AND PARKS DIVISION, DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, AND DIVISION 4, RECREATION AND COMMUNITY PROGRAMS DIVISION, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, INCLUDING DIVISION 1, GENERALLY, DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, DIVISION 3, ENGINEERING SERVICES DIVISION, AND DIVISION 4, WATER RECLAMATION DIVISION.

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

*Section 1.* Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

**ARTICLE VI. DEPARTMENT OF COMMUNITY DEVELOPMENT**

***Division 1. Generally***

**Sec. 2-652. Created.**

There is hereby established in the city the department of community development. The administration of the department shall be integrated into and made a part of the regular city administration, and shall be coordinated with all other departments.

(Code 2017, § 2-436; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-653. Duties.**

It shall be the duty of the community development department to plan, coordinate and assist in the safe and efficient development of the city by the public and private sectors. Duties shall include:

- (1) Professional planning services encompassing supervision of planning, architectural and landscape architectural consultants; zoning administration; capital improvements programming; subdivision design; and comprehensive planning including population projections, economic forecasts, land use planning and other special long range studies.
- (2) Building, plumbing, electrical and mechanical inspection services for all construction types.
- (3) Economic development coordination and assistance which expands the city's employment and tax base in a safe and efficient manner.
- (4) Grantsmanship activities for all city departments and programs, including interstate substitution, community development block grants, federal or state rent assistance programs, federal or state rehabilitation programs and federal or state conservation programs.
- (5) Operation and maintenance of public drainageways, storm sewers, catchbasins, dams, flood control properties and stormwater detention facilities.
- (6) Operation and maintenance of other public structures, programs or facilities specifically assigned by the city administrator, mayor or city council.
- (7) Adherence to the city's landlord accountability code (chapter 11, article II, division 5), maintenance and nuisance codes, and all other code-related enforcement.

(Code 2017, § 2-437; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-654. Director of community development—Generally.**

- (a) *Appointment.* The director of community development shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
  - (1) The director of community development shall supervise, direct and manage the conduct of the following divisions:
    - a. Planning and community services.
    - b. Visitors and tourism/cultural programs.
    - c. Inspection services.
    - d. Recreation and community programs.
  - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a planning and community services manager, building official, visitors and tourism/cultural programs manager and recreation and community programs

manager to serve as division heads. The division heads are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of their respective divisions. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city with a full range of developmental services. The director may peremptorily suspend, demote or discharge any subordinate under his or her direction for any lawful reason.

- (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible. All purchases initiated by any division for any operation or program shall be approved by the director prior to submission to the city council for payment.
- (4) The director shall perform all duties assigned by the city administrator, mayor and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-438; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-655. Director of community development—Duties relative to boards, commissions and committees.**

The director of community development or the director's designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Planning and zoning commission.
- (2) Board of adjustment.
- (3) Housing commission.
- (4) Plumbing examiners, electrical examiners and board of appeals.
- (5) Metropolitan transportation board.
- (6) Waterloo airport zoning commission.
- (7) Historic preservation commission.
- (8) Iowa Northland regional council of governments.
- (9) Cedar Valley partnership.
- (10) City neighborhood organizations (such as Community Main Street, College Hill Partnership, Overman Park Neighborhood Association, and Northern Cedar Falls Neighborhood Association).
- (11) Board of rental housing appeals.
- (12) Waterloo airport commission.
- (13) Art and culture board.
- (14) Visitors and tourism board.
- (15) Island Park Beach House board
- (16) Any applicable federal and state agencies, such as the state department of natural resources, the state economic development authority, the state department of transportation, the United States Environmental Protection Agency, the United States Department of Housing and Urban Development, the United States Federal Emergency Management Administration, and the United States Federal Housing Authority.

(Code 2017, § 2-439; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-656. Acting director of community development.**

Whenever the director of community development is out of the city or unable to act on account of sickness or for any other reason, including those periods of time when the city administrator has not appointed a director of community development, the director of community development or city administrator shall appoint one of the division heads as the acting director of community development. This designee shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-440; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-657. Authority of council.**

All final authority over the administration and policy of the department of community development shall be retained and exercised by the city council.

(Code 2017, § 2-441; Ord. No. 2825, § 2, 6-23-2014)

***DIVISION 2. PLANNING AND COMMUNITY SERVICES DIVISION***

**Sec. 2-688. Created.**

The planning and community services division of the department of community development for the city is hereby created.

(Code 2017, § 2-461; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-689. Duties.**

- (a) It shall be the duty of the planning and community services division of the department of community development to provide a full range of professional planning services for all city departments, public projects and citizens of the city.
- (b) The division shall have the power to coordinate all long-range plans developed by any public entity in the city.
- (c) It shall also be the duty of this division to coordinate municipal economic development and housing programs.

(Code 2017, § 2-462; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-690. Planning and community services manager.**

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator. Such appointment shall be in accordance with all statutory civil service procedures.

- (b) *Duties.* The planning and community services manager shall supervise, direct and manage the planning and community services division, composed of the planning, economic development, and community development sections. The manager's duties shall be as follows:
- (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the planning and community services division within the parameters of departmental policy.
  - (2) Making an annual report of the activities of the division for each year, the report to be filed with the community development director.
  - (3) Assigning the personnel of the planning and community services division as deemed necessary to carry out the functions of the planning and community services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
  - (4) Performing or causing to be performed any other duties as directed by the director of community development.
  - (5) Working with federal, state and adjoining local governments in implementing the city's economic development and community development programs.
  - (6) Supervising and coordinating development and implementation of the city's comprehensive plan, subdivision and zoning ordinances, including the necessary research, analysis, plan preparation, design, program development and writing and editing of reports; supervising and coordinating development and implementation of the city's community development, economic development and redevelopment plans, including marketing, business development and financial assistance, and coordinating with other departments and agencies regarding the city's housing programs.
  - (7) Preparing and administering the division's work program and budget after consultation with the planning and zoning commission, assigning staff, determining schedules and reviewing progress on the work program.
  - (8) Working on economic development matters in cooperation with the city administrator, mayor, city council and metropolitan economic development committees, and appearing, either in person or by agent, before the council and committees.
  - (9) Administering the community development block grant program, including serving as contract compliance officer, monitoring outside contracted services to other departments and agencies and procuring and managing all necessary state and federal grants.
  - (10) Supervising, coordinating and reviewing work performed by professional consulting firms retained for planning, development and redevelopment studies.
  - (11) Supervising and coordinating analysis of the city's physical and socioeconomic characteristics and direct land use, population and economic forecasts.
  - (12) Acting as technical advisor on planning and development matters to the city administrator, mayor, city council and planning and zoning commission, and appealing, either in person or by agent before the council and commission to report or advise on major planning and community development projects, significant economic, housing, land use and population study findings, and new planning and development techniques being utilized in other communities.
  - (13) Working with all city departments in matters relating to planning and community development programs.
  - (14) Reviewing all public projects undertaken by city departments, special districts, the county and other governmental agencies to ensure they are compatible with city plans.
  - (15) Aiding the planning and zoning commission and city council in the development of the capital improvements program and other long-term financial plans.

- (16) Preparing educational and informational materials; consulting with developers, public officials and citizens on planning and development matters; and coordinating and reviewing work performed by professional consulting firms retained for planning and development studies.
- (17) Supervising and having jurisdiction over the conduct of the zoning administrator and the enforcement of all zoning regulations enacted by the city.
- (18) Coordinating metropolitan planning efforts related to transportation, economic development and other related activities with all other affected entities.
- (19) Serving as the city representative on the metropolitan transportation board.
- (20) Providing staff support to the city board of adjustment, city planning and zoning commission, housing commission and board of rental housing appeals.
- (21) Supervising and managing the city's housing programs, including rental assistance, rental rehabilitation, moderate rehabilitation, emergency repairs, housing rehabilitation, housing vouchers and others as these become available.

(Code 2017, § 2-463; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-691. Acting planning and community services manager.**

Whenever the planning and community services manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a planning and community services manager, the planning and community services manager or the director of community development shall appoint a designee who shall have and exercise all powers and duties of the planning and community services manager.

(Code 2017, § 2-464; Ord. No. 2825, § 2, 6-23-2014)

***DIVISION 3. VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION***

**Sec. 2-715. Created.**

The visitors and tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-716. Powers and duties.**

- (a) It shall be the duty of the visitors and tourism/cultural programs division of the department of community development to provide visitors and tourism programs and services for the visitors and tourists to the city, that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the visitors and tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city visitors and tourism board, the director of community development, and the city council; and to operate and maintain the James and Meryl Hearst Art and Culture Center, in compliance with the operations and programming policy prescribed by the city art and culture board, the director of community development, and the city council.

(Code 2017, § 2-582; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-717. Manager.**

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The visitors and tourism/cultural programs division manager shall supervise, direct and manage the visitors and tourism/cultural programs division. The manager's powers and duties shall be as follows:
  - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the visitors and tourism/cultural programs division within the parameters of city, departmental, visitors and tourism board policies, and art and culture board policies.
  - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the visitors and tourism board, the art and culture board, and the city council.
  - (3) To assign the personnel of the visitors and tourism/cultural programs division as deemed necessary to carry out the functions of the visitors and tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, visitors and tourism board policies, and art and culture board policies.
  - (4) To perform or cause to be performed any other duties as directed by the director of community development.
  - (5) To manage the visitors and tourism offices, programs and projects in accord with operations and programming policies established by the city visitors and tourism board, the director of community development, and the city council; and to manage the James and Meryl Hearst Art and Culture Center, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
  - (6) To implement a full range of visitors and tourism programs for the city within the financial constraints and program offerings recommended by the visitors and tourism board and authorized by the city council.
  - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
  - (8) To maintain for the city visitors and tourism board and for the art and culture board:
    - a. Full and complete records of all proceedings.
    - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
    - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.

- d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-718. Acting manager.**

Whenever the visitors and tourism/cultural programs division manager is out of the city or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a visitors and tourism/cultural programs division manager, the visitors and tourism/cultural programs division manager, or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the visitors and tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014)

**DIVISION 4. INSPECTION SERVICES DIVISION**

**Sec. 2-742. Created.**

The inspection services division of the department of community development for the city is hereby created.

(Code 2017, § 2-501; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-743. Duties.**

It shall be the duty of the inspection services division of the department of community development to provide for the inspection of all construction for its compliance with state, federal and local regulations.

(Code 2017, § 2-502; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-744. Building official.**

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The building official shall supervise, direct and manage the inspection services division. The building official's duties shall be as follows:
  - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the inspection services division within the parameters of departmental policy.
  - (2) Making an annual report of the activities of the division for each year, the report to be filed with the community development director.
  - (3) Assigning the personnel of the inspection services division as deemed necessary to carry out the functions of the inspection services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.

- (4) Supervising and having jurisdiction over the conduct of the plumbing inspector, electrical inspector, building inspector and mechanical inspector of the city.
- (5) Enforcing the International Residential Code, the International Building Code, Uniform Plumbing Code, National Electrical Code, and Uniform Mechanical Code in the form adopted by the city council as they relate to construction activity within the city.
- (6) Coordinating enforcement activities with the department of public safety for all construction affected by the housing code, life safety code and minimum housing quality standards.
- (7) Supervising the city's code enforcement program.
- (8) Supervising the design and construction of all city buildings and other structures.
- (9) Managing and supervising the city's stormwater management program in conjunction with the city engineer.

(Code 2017, § 2-503; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-745. Acting building official.**

Whenever the building official is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the city council has not appointed a building official, the building official or director of community development shall appoint a designee who shall have and exercise all the powers and duties of the building official.

(Code 2017, § 2-504; Ord. No. 2825, § 2, 6-23-2014)

**DIVISION 5. RECREATION AND COMMUNITY PROGRAMS DIVISION**

**Sec. 2-778. Created.**

The recreation and community programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-601; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-779. Powers and duties.**

- (a) It shall be the duty of the recreation and community programs division of the department of community development to provide active and passive leisure services for the citizens of the city.
- (b) The division shall have the power to operate the city's recreation centers, swimming pools, recreational facilities and golf courses, and their associated programs.

(Code 2017, § 2-602; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-780. Manager.**

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of

community development. Such appointment shall be in accordance with all statutory civil service procedures.

- (b) *Powers and duties.* The recreation and community programs division manager shall supervise, direct and manage the recreation and community programs division, which is composed of the aquatic, golf, and recreation sections. The manager's powers and duties shall be as follows:
- (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the recreation and community programs division within the parameters of departmental policy.
  - (2) To make an annual report of the activities of the division for each year, to be filed with the community development director.
  - (3) To assign the personnel of the recreation and community programs division as deemed necessary to carry out the functions of the recreation and community programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with the department's policies.
  - (4) To oversee the contract with the golf pro in conjunction with the operations and maintenance manager.
  - (5) To provide a full range of active and passive recreational programs, available to all age groups, which provides social, educational and competitive enrichment to the participants.
  - (6) To maintain and operate the city's recreational center and public swimming pools.
  - (7) To provide a full range of aquatic programs, available to all age groups, which are coordinated with the public school system and private clubs to provide social, educational and competitive enrichment to all participants.
  - (8) To perform or cause to be performed any other duties as directed by the director of community development.
  - (9) To supervise the work and performance of all private concessionaires or private recreation service contractors authorized by the city council to have operation rights to city recreational facilities.

(Code 2017, § 2-603; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-781. Acting manager.**

Whenever the recreation and community programs division manager is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the community development director has not appointed a recreation and community programs division manager, the recreation and community programs division manager or the community development director shall appoint a designee who shall have and exercise all the powers and duties of the recreation and community programs division manager.

(Code 2017, § 2-604; Ord. No. 2825, § 3, 6-23-2014)

*Section 2.* Article VII, Department of Municipal Operations and Programs, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

## **ARTICLE VII. DEPARTMENT OF PUBLIC WORKS**

### **Division 1. Generally**

#### **Sec. 2-808. Created.**

There is hereby established in the city the department of public works. The administration of the department shall be integrated into and made a part of the regular city administration, and shall be coordinated with all other departments.

(Code 2017, § 2-541; Ord. No. 2825, § 3, 6-23-2014)

#### **Sec. 2-809. Duties.**

It shall be the duty of the public works department to provide, operate and maintain:

- (1) Public streets, bridges, parking lots, sidewalks and rights-of-way, exclusive of class I medians and sidewalks, including those maintained by private property owners in accordance with city ordinance.
- (2) Collection and disposal of residentially generated refuse, commercial refuse collection and disposal specifically contracted by a commercial establishment and the city, and the operation of the city's refuse transfer station.
- (3) City motor pool operations for all departments, including maintenance, purchase or lease of all motorized licensed vehicles and special equipment not specifically assigned to a department.
- (4) All public buildings under city ownership except those controlled by Sartori Hospital or the city utilities.
- (5) Traffic signs, signals and pavement markings.
- (6) Other public structures, programs or facilities specifically assigned by the mayor or city council.
- (7) Professional civil engineering services encompassing supervision of engineering consultants; establishment of street grades and benchmarks; maintenance of field notes for all improvements installed; design of public improvements including the preparation of costs, plans and specifications; inspection of all public improvements constructed; and maintenance of official city maps, profiles, papers, books and surveys.
- (8) Public grounds maintenance in city parks, city golf courses, riverfront land, street medians and any other public lands assigned by the mayor and city council.
- (9) All trees and shrubs in public places, and enforce all city regulations related to vegetation control within the city.
- (10) Cemeteries, including interments and the keeping of all pertinent records.

- (11) Water reclamation.
- (12) Operation and maintenance of public sanitary sewage collection and disposal facilities, including lift stations, force mains, treatment plants, sewer lines, manholes, detention basins and public septic tanks.

(Code 2017, § 2-542; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-810. Director of public works—Generally.**

- (a) *Appointment.* The director of public works shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
  - (1) The director of public works shall supervise, direct and manage the conduct of the following divisions and sections:
    - a. Operations and maintenance.
    - b. Engineering services.
    - c. Water reclamation.
  - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a city engineer, operations and maintenance manager, and a water reclamation manager. The managers are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations affecting their respective divisions. The director is responsible for the establishment of broad policies related to departmental employee conduct, procedures, operations and the formation of programs which maintain and operate public facilities and structures assigned to the department. The director may peremptorily suspend, demote or discharge any subordinate under his or her direction for any lawful reason.
  - (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible. All purchases initiated by any division for any operation or program shall be approved by the director prior to submission to the city council for payment.
  - (4) The director shall perform all other duties assigned by the city administrator, mayor and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-543; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-811. Director of public works—Duties relative to boards and commissions.**

The director or designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

- (1) Parks and recreation commission.

- (2) County solid waste management commission.
- (3) Big Woods Lake Park and campground boards.
- (4) Joint governance committee for the UNI demonstration area.
- (5) Any applicable federal and state agencies.

(Code 2017, § 2-544; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-812. Acting director of public works.**

Whenever the director of public works is out of the city, or is unable to act for any reason, including those periods of time when the city administrator has not appointed a director of public works, the director of public works or city administrator shall designate an acting director. The acting director shall have and exercise all the powers and duties of the director.

(Code 2017, § 2-545; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-813. Authority of council.**

All final authority over the administration and policy of the department of public shall be retained and exercised by the city council.

(Code 2017, § 2-546; Ord. No. 2825, § 3, 6-23-2014)

***DIVISION 2. OPERATIONS AND MAINTENANCE DIVISION***

**Sec. 2-835. Created.**

The operations and maintenance division of the department of public works for the city is hereby created.

(Code 2017, § 2-566; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-836. Duties.**

It shall be the duty of the operations and maintenance division of the department of public works to construct, maintain and repair all streets, storm sewers and sanitary sewers; provide for refuse collection and disposal; maintain public buildings, maintain municipal vehicles and equipment, and provide public grounds maintenance in city parks, city golf courses, public riverfront land, class I street medians and rights-of-way and city-owned cemeteries, and public arboriculture.

(Code 2017, § 2-567; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-837. Manager of operations and maintenance.**

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The manager of operations and maintenance shall supervise, direct and manage the operations and maintenance division, composed of the refuse, street, traffic operations, public buildings, vehicle maintenance, parks, cemetery, and golf course maintenance sections. The manager's duties shall be as follows:
- (1) Providing for the repair of all streets, sidewalks, bridges and parking lots to ensure that they are kept in a reasonably safe condition.
  - (2) Inspecting all sewers in operation in the city at frequent and regular intervals in a systematic manner to ensure that all parts of the system and its appurtenances are kept in working order. In case of any defect in the operation of any sewer due to stoppage or break, repairs shall be made without delay.
  - (3) Providing for the safe and sanitary collection and disposal of all residentially generated refuse and for the disposal of all refuse generated by private individuals or commercial enterprises who contract with the city for disposal.
  - (4) Maintaining all designated city vehicles and equipment through a central vehicle and equipment pool.
  - (5) Providing for snow removal, ice control and leaf collection on public streets.
  - (6) Operating and maintaining all public traffic signals.
  - (7) Providing and maintaining, in conformance with city ordinances and chapter 23, all traffic signs and pavement markings.
  - (8) Maintaining all public buildings assigned to the division, including janitorial activity.
  - (9) Designing all city parks and public landscaping in association with the needs of the director of public works and other public entities.
  - (10) Coordinating the city pesticide application program in conformance with state and federal regulations.
  - (11) Supervising the maintenance, compilation and preservation of accurate cemetery interment and lot sales records through supervision of the cemetery section.
  - (12) Coordinating the care and maintenance of all city arboricultural needs in conformance to city ordinance by serving as the city arborist, delegating specific duties to the arborist section.
  - (13) Managing all public grounds, including parks, cemeteries, golf courses, class I street rights-of-way and medians, public driveways, storm sewers, catchbasins, dams, flood control properties, and stormwater detention basins, riverfront lands and other property assigned by the mayor and city council.
  - (14) Promulgating orders, rules and regulations for the conduct and guidance of the members of the operations and maintenance division within the parameters of departmental policy.
  - (15) Making an annual report of the activities of the division to the public works director.

- (16) Assigning the personnel of the operations and maintenance division as deemed necessary to carry out the functions of the division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
- (17) Performing or causing to be performed any other duties as directed by the director of public works.
- (c) *Powers.* The manager of operations and maintenance shall have power to appoint, if necessary, supervisors for the following sections: streets, traffic , refuse, cemetery, parks, golf, and buildings.

(Code 2017, § 2-568; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-838. Acting manager of operations and maintenance.**

Whenever the operations and maintenance division manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed an operations and maintenance manager, the manager of operations and maintenance or the public works director shall appoint an acting manager who shall have and exercise all the powers and duties of the manager of operations and maintenance.

(Code 2017, § 2-569; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-839. Authority to impose restrictions on vehicle weight or temporarily close streets.**

- (a) Whenever any street within the city, by reason of deterioration, rain, snow or other climatic conditions, may be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, the operations and maintenance manager shall, without direction from the council, for a period not to exceed 90 days, prohibit the operation of vehicles or impose restrictions as to the weight of vehicles to be operated on any such street, and shall erect or cause to be erected and maintain signs giving notice of such restrictions at each end or portion of the street affected.
- (b) Whenever signs are erected giving notice of such closures, no person shall disobey the restriction stated on such signs.

(Code 2017, § 2-570; Ord. No. 2825, § 3, 6-23-2014)

**Sec. 2-840. Report of cost of improvements when cost charged to abutting property.**

In case any improvement is ordered by the council, and the cost thereof is to be charged to the abutting property, the operations and maintenance manager shall make an itemized report of the cost of such improvement to the council within ten days after completion of the improvements.

(Code 2017, § 2-571; Ord. No. 2825, § 3, 6-23-2014)

### **DIVISION 3. ENGINEERING SERVICES DIVISION**

#### **Sec. 2-863. Created.**

The engineering services division of the department of public works for the city is hereby created.

(Code 2017, § 2-481; Ord. No. 2825, § 2, 6-23-2014)

#### **Sec. 2-864. Powers and duties.**

- (a) It shall be the duty of the engineering services division of the department of public works to provide a full range of professional engineering services for all city departments and public projects.
- (b) The division shall have the power to design, inspect, survey and map all city infrastructures.

(Code 2017, § 2-482; Ord. No. 2825, § 2, 6-23-2014)

#### **Sec. 2-865. City engineer.**

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Qualifications.* The person appointed to the office of city engineer shall be a professional civil engineer licensed by the state and fully qualified to practice within the state. One hundred and eighty days shall be provided from the date of appointment to qualify as provided by law.
- (c) *Duties.* The city engineer shall supervise, direct and manage the engineering services division. The city engineer's duties shall be as follows:
  - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the engineering services division within the parameters of departmental policy.
  - (2) Making an annual report of the activities of the division to the public works director.
  - (3) Assigning the personnel of the engineering services division as deemed necessary to carry out the functions of the engineering services division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
  - (4) Performing or causing to be performed any other duties as directed by the director of public works.
  - (5) Being in full charge of all public improvements ordered by the city council and preparing estimates of costs, plans and specifications and presenting such information to the council for approval, and supervising the construction of such improvements in accordance with the plans and specifications and, upon completion, preparing a final

report for the council giving in detail the itemized final costs and other pertinent facts of such improvements.

- (6) Making all necessary surveys of streets, alleys, avenues and public squares, and other surveys when required by the council, showing the lines, dimensions, names of streets, lots and blocks and other pertinent facts.
- (7) Taking the necessary levels and measurements of all streets, alleys or avenues where the measurements have not already been done, for the purpose of establishing street grades, and preparing the necessary profiles and drawings showing the existing surface and the grades proposed and submitting the proposed grades to the council for approval and proper establishment of the grades by ordinance.
- (8) Creating a system so that notes of all surveys, levels, grades and other field work are kept in field notebooks. The notebooks shall be numbered in regular order and the notes entered in them in a manner which ensures that the work can be readily made out, and which shows in which part of the city the work has been done, giving the name of the street, number of the lot and block and exact location of lines or grades or whatever else pertains to the field work, that they may be clearly located on the ground. All calculations relating to the notes and surveys shall appear on the pages of the field books.
- (9) Requiring that benchmarks are to be placed upon some solid and secure point readily reached from the adjoining streets which identify the levels and grades. These reference marks shall preserve the survey of the streets, blocks and lots, in a clear description made in field books.
- (10) Assist with maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects.
- (11) Preserving in the office all field notes, maps, plans, profiles, papers, books, writings, and records, and arranging and indexing the records in a manner which allows ready reference. All field books kept by the engineer and all necessary blanks for records, maps and plans used by the city engineer in the discharge of the official duties shall be furnished at the expense of the city, and such books, records and files shall be the exclusive property of the city, and at the expiration of the term of office or the resignation or removal of the city engineer he shall turn over the books, records and files to his successor, or to some person duly authorized to receive the books, records and files for the city.
- (11) Carefully entering all construction data of all public improvements into the permanent office records. Such records shall include the location of extensions of sewer lines, streets and other public improvements.
- (12) Reviewing all proposed subdivisions submitted for approval to the city planning and zoning commission and the council and examining such subdivisions carefully as to their compliance with good engineering practices and to the subdivision regulations, and informing the commission and the council in writing as to the findings and compliance with the subdivision regulations.
- (13) Coordinating the design, inspection and construction of all road and street projects with the state, federal and local government authorities and the respective professional design and inspection consultants and contractors.

- (14) Managing and supervising the city's stormwater management program in conjunction with inspection services.
- (15) Supervising the design and construction of all city infrastructure, including wastewater treatment facilities, force mains, levees, and lift stations.

(Code 2017, § 2-483; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-866. Acting city engineer.**

Whenever the city engineer is out of the city, or unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed a city engineer, the city engineer or director of public works shall appoint a designee who is qualified to exercise all the powers and duties of the city engineer.

(Code 2017, § 2-484; Ord. No. 2825, § 2, 6-23-2014)

**DIVISION 4. WATER RECLAMATION DIVISION**

**Sec. 2-874. Created.**

The water reclamation division of the department of public works for the city is hereby created.

(Code 2017, § 2-521; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-875. Duties.**

It shall be the duty of the water reclamation division of the department of public works to provide for the safe and sanitary treatment and disposal of sewage collected by public facilities.

(Code 2017, § 2-522; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-876. Water reclamation manager.**

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures. The manager will also serve as the superintendent of water reclamation.
- (b) *Duties.* The manager of water reclamation shall supervise, direct and manage the water reclamation division. The manager's duties shall be as follows:
  - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the water reclamation division within the parameters of departmental policy.
  - (2) Making an annual report of the activities of the division to the public works director.
  - (3) Assigning the personnel of the water reclamation division as deemed necessary to carry out the functions of the water reclamation division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
  - (4) Operating and maintaining all public sewage treatment and pumping facilities, including septic tanks, lift stations, detention basins and the main plant, in conformance with state discharge permits and federal regulations.

- (5) Performing or causing to be performed any other duties as directed by the director of public works.

(Code 2017, § 2-523; Ord. No. 2825, § 2, 6-23-2014)

**Sec. 2-877. Acting manager of water reclamation.**

Whenever the water reclamation manager is out of the city, or is unable to act on account of sickness or for any other reason, including those periods of time when the public works director has not appointed a water reclamation manager, the manager of water reclamation or the public works director shall appoint an acting manager who shall have and exercise all the powers and duties of the manager of water reclamation.

(Code 2017, § 2-524; Ord. No. 2825, § 2, 6-23-2014)

INTRODUCED: \_\_\_\_\_ May 6, 2019 \_\_\_\_\_  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 6, 2019 \_\_\_\_\_  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019 \_\_\_\_\_  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**ORDINANCE NO. 2941**

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1)**. SECTION 2-218, POWER AND DUTIES, OF DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION; **(2)**. SECTION 7-307, FILING OF CONSENTS TO ROUTE, SECTION 7-311, ISSUANCE, AND SECTION 7-312, DENIAL, OF DIVISION 3, PERMIT, ALL CONTAINED IN CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS; **(3)**. SECTION 10-1, DEFINITIONS, SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PLACEMENT, SECTION 10-5, SERVICE CHARGES-ESTABLISHED, SECTION 10-8, UNSANITARY ACCUMULATIONS, UNSIGHTLY TRASH, REFUSE, YARD WASTE, OIL OR GREASE RECYCLING CONTAINERS OR DUMPSTERS, AND SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS, OF ARTICLE I, IN GENERAL, ALL CONTAINED IN CHAPTER 10, GARBAGE AND REFUSE; **(4)**. SECTION 15-83, GENERAL NOISES PROHIBITED, OF ARTICLE III, NOISE, OF CHAPTER 15, NUISANCES; **(5)**. SECTION 17-76, DUTIES OF CEMETERY SUPERVISOR AND SECTION 17-99, TRAFFIC REGULATIONS, BOTH OF DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS; AND SECTION 17-196, PUBLIC FACILITIES ESTABLISHED, MANAGEMENT, SECTION 17-197, PERMITS, SECTION 17-199, MISCELLANEOUS PROHIBITED ACTS, SECTION 17-200, TRAFFIC REGULATIONS, SECTION 17-201, CAMPING, SECTION 17-202, HUNTING, TRAPPING AND FISHING, SECTION 17-203, ADVERTISING, SECTION 17-204, CONCESSIONS, SECTION 17-205, USE OF PUBLIC ADDRESS SYSTEMS AND AMPLIFYING DEVICES, SECTION 17-206, DISSEMINATION OF MATERIALS OR INFORMATION TO THE PUBLIC, SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, AND SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, SECTION 17-209, AUTHORIZED OFF-LEASH DOG EXERCISE FACILITY AND SECTION 17-210, SPECIAL EVENTS IN GATEWAY PARK SPACE, OF ARTICLE V, PARK REGULATIONS; AND SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, AND SECTION 17-247, FAILURE TO DESTROY NOXIOUS WEEDS; RIGHT TO HEARING; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS; AND SECTION 17-275, RECREATIONAL TRAILS, OF ARTICLE VII, ARTIFICIAL LAKES AND RECREATIONAL TRAILS, ALL CONTAINED IN CHAPTER 17,

PARKS AND RECREATION; **(6)**. SECTION 19-73, STORAGE OF BUILDING MATERIALS, AND SECTIONS 19-74, CERTAIN COMMERCIAL USE OF PUBLIC SIDEWALKS, OF DIVISION 1, GENERALLY, AND SECTION 19-94, USE OF PUBLIC SIDEWALKS FOR SIDEWALK CAFES AND SECTION 19-97, REVIEW OF APPLICATION, OF DIVISION 2, SIDEWALK CAFES, OF ARTICLE III, OBSTRUCTIONS; AND SECTION 19-185, REMOVAL OF SNOW AND ICE, OF ARTICLE V, SIDEWALK CONSTRUCTION AND REPAIR, ALL CONTAINED IN CHAPTER 19, STREETS AND SIDEWALKS; **(7)**. SECTION 23-71, DUTY TO ERECT AND MAINTAIN SIGNS, SECTION 23-72, AUTHORITY TO PLACE TRAFFIC CONTROL DEVICES, SECTION 23-73, PLACEMENT OF ONE-WAY STREET SIGNS, SECTION 23-74, MARKING OF TRAFFIC LANES, SECTION 23-75, MARKING OF TURN LANES, SECTION 23-76, PLACEMENT OF STOP SIGNS AT INTERSECTIONS, SECTION 23-77, ESTABLISHMENT OF CROSSWALKS AND SAFETY ZONES, SECTION 23-78, PLACEMENT OF STOP SIGNS AT SCHOOL ZONES, SECTION 23-79, ERECTION OF AUTOMATIC STOP SIGNALS AT SCHOOL ZONES, SECTION 23-80, PAINTING OF CURBS OR ERECTION OF SIGNS PROHIBITING PARKING OR STANDING, SECTION 23-81, REGULATION OF PARKING ADJACENT TO SCHOOLS, SECTION 23-82, ESTABLISHMENT OF TEMPORARY NO PARKING ZONES AND ONE-WAY STREETS, SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE; AND SECTION 23-388, PROHIBITED PARKING DURING SNOW REMOVAL, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, ALL CONTAINED IN CHAPTER 23, TRAFFIC AND MOTOR VEHICLES; **(8)**. SECTION 24-6, RELOCATION OF UTILITY FACILITIES UNDERGROUND, OF ARTICLE I, IN GENERAL, OF CHAPTER 24 UTILITIES; **(9)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

*Section 1.* Section 2-218, Power and Duties, of Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 2-218 is enacted in lieu thereof, as follows:

**Sec. 2-218. Power and duties.**

The city administrator shall be the chief administrative officer (CAO) of the city, responsible to the mayor and city council for the management of all city affairs placed in the administrator's charge by city ordinance. The city administrator shall:

- (1) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Code or by law;
- (2) Appoint and suspend or remove all city employees and appointive administrative officers provided for by or under this Code, except as otherwise provided by law, this Code or personnel policies adopted by the city council. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;

- (3) Attend all city council meetings. The city administrator shall have the right to take part in discussion but shall not vote;
- (4) See that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed;
- (5) Recommend to the mayor and council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city;
- (6) Have general supervision and direction of the administration of the following departments, offices, classifications, and services and be directly responsible to the mayor and council for the proper function of same:
  - a. Department of finance and business operations;
  - b. Department of public works;
  - c. Department of community development;
  - d. Department of public safety services;
  - e. Budget and capital improvements preparation and operation;
  - f. Purchasing, contracts and agreements as approved by council;
  - g. Administrative policies and procedures;
  - h. Personnel policies and procedures;
  - i. Labor agreements;
  - j. City legal representation and the prosecution of all code violations;
  - k. Risk management policies, procedures and claims resolution;
  - l. Economic development policies and procedures
  - m. All others as directed by council;
- (7) Supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved;
- (8) Maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified;
- (9) Be authorized to direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order;
- (10) Require the taking of bids on all matters deemed advisable as required by law, or as directed by the council;
- (11) Have the power to hire, suspend, or discharge any employee over which the manager has, by this article, authority to appoint or employ, subject to civil service provisions and Iowa Code ch. 20 and city council concurrence where necessary;
- (12) Have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council;
- (13) Supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority;

- (14) Have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and Iowa Code ch. 20 unless such power specifically assigned by law to another appointing authority;
- (15) Review and comment on personnel actions made by the police and fire chiefs to the mayor and city council;
- (16) Develop, administer, and enforce personnel rules and regulations for employees under the authority delegated to the office of city administrator;
- (17) At all times, be responsible for the maintenance of accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection;
- (18) Assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances;
- (19) Perform duties and have direct authority on all matters delegated by council action;
- (20) Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; implement the final budget as approved by city council;
- (21) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (22) Make such other reports as the city council may require concerning operations;
- (23) Keep the city council fully advised as to the financial condition and future needs of the city;
- (24) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy;
- (25) Provide staff support services for the mayor and councilmembers;
- (26) Assist the council to develop long-term goals for the city and strategies to implement these goals;
- (27) Encourage and provide staff support for regional and intergovernmental cooperation;
- (28) Implement partnerships endorsed by the mayor and council that develop good public policy and the building of a sense of community;
- (29) Perform such other duties as are specified in this Code, state statute or may be required by the city council; and
- (30) Cooperate with, and give assistance requested by, the Sartori Memorial Hospital, Inc., board of directors, the board of trustees of the city public library, the city utilities board of trustees, or any other administrative agency, board, commission or committee of the city.

(Code 2017, § 2-176; Ord. No. 2824, § 3, 6-23-2014)

*Section 2.* Section 7-307, Filing of Consents to Route, Section 7-311, Issuance, and Section 7-312, Denial, of Division 3, Permit, of Article VI, Moving of Buildings, of Chapter 7, Buildings and Building Regulations, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 7-307, 7-311, and 7-312 are enacted in lieu thereof, as follows:

**Sec. 7-307. Filing of consents to route.**

With the application for a permit to move a building, there shall be filed the consents to the routing by the telephone company, the city utilities, the fire operations division, the police operations division and the public works department, and, where the route crosses railroad property, consent must be obtained from the railroad involved.

(Code 2017, § 7-473)

**Sec. 7-311. Issuance.**

Upon the filing of the application for a permit to move a building, payment of the fee therefor and filing of bond, and upon approval of the proposed move by the city arborist, chief of police and the director of public works, the permit sought shall be issued by the building official.

(Code 2017, § 7-477)

**Sec. 7-312. Denial.**

- (a) When, in the judgment of the police operations division, the city arborist or the director of public works, the proposed building movement will result in an undue hazard to traffic, or undue damage to streets, avenues, boulevards, thoroughfares, highways, curbs, sidewalks, trees or other public or private property, or where it is determined by the building official that the relocation of the building is not in the best interests of the surrounding property owners due to age of the structure or the structure's architecture not being compatible with the existing buildings, the permit sought shall be denied, and the reasons therefor endorsed upon the application.
- (b) The permit to move a building shall also be denied if the structure will not comply with the provisions of this Code or other ordinances of the city or the laws of the state relating to electrical and plumbing requirements of new structures, unless the owner has obtained a permit to correct the violations, or if the power or telephone company refused to consent to the operations, or if the structure will not comply with the zoning chapters within the proposed location.

(Code 2017, § 7-478)

*Section 3.* Section 10-1, Definitions, Section 10-3, Containers; Placement For Collection; Placement, Section 10-5, Service Charges-Established, Section 10-8, Unsanitary Accumulations, Unsightly Trash, Refuse, Yard Waste, Oil Or Grease Recycling Containers Or Dumpsters, and Subsection 10-13, Privately Owned Or Leased Trash Dumpsters Or Receptacles In City Parking Lots, Of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 10-1, 10-3, 10-5, 10-8 and 10-13 are enacted in lieu thereof, as follows:

**Sec. 10-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Business units* means each separate establishment for carrying on a gainful occupation.

*Garbage* means solid waste consisting of animal, grain, fruit or vegetable matter used or originally intended for use as food.

*Household units* mean each dwelling unit as defined in section 11-30.

*One-sided collection area* means a group of dwellings, trailers, apartments or business establishments that have been designated by the director of public works as beneficial for collection of publicly owned garbage and yard waste containers in a single pass.

*Person* means each single person or head of each family occupying a separate dwelling unit, or each person, firm or corporation operating a separate business unit.

*Premises* means the property occupied by a separate household or business unit, whether or not the property is separately owned.

*Refuse* means all combustible inorganic waste material and rubbish such as papers, sweepings, rags, ashes, cinders and similar materials originating from ordinary household or business operations.

*Yard waste* means organic debris such as grass clippings, leaves, tree limbs, bark, branches, flowers, etc., that is produced as part of commercial or residential yard or garden operation, development or maintenance. The term "yard waste" does not include:

- (1) Tree stumps.
- (2) Garbage.
- (3) Floral and decorative products, manufactured or fabricated, or the waste byproducts incidental to their manufacture or fabrication, which include organic materials and other nonorganic wastes which are not practically separable. This exemption includes, but is not limited to, things such as flower arrangements, decorated potted plants, wreaths, bouquets, garlands and small bedding flats.

(Code 2017, § 12-1; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 1, 3-6-2017)

**Sec. 10-3. Containers; placement for collection; penalty for violation.**

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.
- (c) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (d) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days advance notice prior to the effective date of the designation.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. no. 2896, § 2, 3-6-2017)

**Sec. 10-5. Service charges—Established.**

- (a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:
- (1) \$13.00 per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of the two allowed each week must have a city garbage bag tag attached in order to be picked up.
  - (2) Automated garbage refuse collection fees shall be as follows: \$9.00 per month for a city-issued 32 gallon garbage container, \$17.00 per month for a city-issued 68 gallon garbage container or \$26.50 per month for a city-issued 95 gallon container. One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.
  - (3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.
  - (4) Effective on and after July 1, 2013, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be \$5.00 per stop, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. There shall be no charge for bulk items, other than appliances, brought to the city transfer station, except that the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section, shall apply.
  - (5) The owner or occupant of any household unit within the city may request one additional city-issued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.
- (b) *Residential units.* The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.
- (c) *Churches and similar institutions.* The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in section 10-5(a).
- (d) *Penalty for late payment.* There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing

Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.

(f) *Collection of garbage and refuse at commercial or apartment buildings through the use of dumpsters.* The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be in the amount of \$35.00 per dump.

(g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$7.50/each
Cathode ray tube monitors (computer and television monitors)	\$5.00/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	\$35.00/per dump
Three yard containers	\$35.00/per dump
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Demolition	\$59.15/ton
Solid waste	\$57.50/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be	\$20.00

implemented if resident continues to change sizes)	
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$30.00/ton
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Demolition dumping at the city transfer station	\$59.15/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$59.15/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00

- (h) *The placing of or failure to remove garbage or yard waste container within specified time limits.* The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.
- (i) *Asphalt shingle recycling.* An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

(Code 2017, § 12-5; Ord. No. 2795, § 1, 6-24-2013; Ord. No. 2821, §§ 1, 2, 6-9-2014; Ord. No. 2840, §§ 1, 2, 3-16-2015; Ord. No. 2896, § 4, 3-6-2017)

**Sec. 10-8. Unsanitary accumulations, unsightly trash, refuse, yard waste, oil or grease recycling containers or dumpsters.**

It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public property in the city, such quantities of garbage and refuse, or of yard waste, either in containers or not, as shall, in the opinion of the county board of health, constitute a health or sanitation

hazard. All trash, refuse, yard waste must be kept entirely within an approved refuse container. It shall be unlawful for any person to permit to exist on any private premises, improved or vacant, or on any public property in the city, any trash, refuse, yard waste, or oil or grease recycling container, or trash dumpster, privately owned or publicly owned, in an unsightly condition, whereupon the director of public works or designee may, in his or her discretion, require such person to erect or construct an enclosure to screen such unsightly container or dumpster from public view.

(Code 2017, § 12-8; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2880, § 1, 9-19-2016; Ord. No. 2896, § 5, 3-6-2017)

**Sec. 10-13. Privately owned or leased trash dumpsters or receptacles in city parking lots.**

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of municipal operations and programs. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.
- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

- (f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

(Code 2017, § 12-13; Ord. No. 2770, § 1, 7-9-2012; Ord. No. 2880, § 2, 9-19-2016; Ord. No. 2896, § 6, 3-6-2017)

*Section 4.* Section 15-83, General Noises Prohibited, Of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 15-83 is enacted in lieu thereof, as follows:

**Sec. 15-83. General noises prohibited.**

- (a) *Standards for determination of violation.* It shall be unlawful for any person to permit, make, continue or cause any excessive or unusually loud noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable people within the limits of the city. The standards which shall be considered in determining whether a violation exists shall include the following:
- (1) The sound pressure level of the noise.
  - (2) Whether the origin of the noise is natural or manmade.
  - (3) The sound pressure level of the background noise.
  - (4) The proximity of the noise to residential sleeping facilities.
  - (5) The nature and zoning of the area within which the noise emanates.
  - (6) The time of the day or night the noise occurs.
  - (7) Whether the noise is recurrent, intermittent or constant.
- (b) *Specific acts or conditions prohibited.* Each of the following acts, among others, is hereby declared to be in violation of this article and is prohibited. The following enumerated acts shall not be construed as limiting or precluding enforcement of any other provisions of this article:
- (1) *Unnecessary sounding of horns or signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle, bus or other vehicle on any street or public place of the city, except as a danger or alerting signal, and the sounding of any such device for an unnecessary and unreasonable period of time.
  - (2) *Loud operation of radios, phonographs, etc.* The using, operating or permitting to be placed, used or operated of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of reasonable people.
  - (3) *Use of loudspeakers or amplifiers for advertising.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any structure or event.
  - (4) *Keeping noisy animals and fowl.* The keeping, upon any premises owned, occupied or controlled by any person, of any animal or fowl otherwise permitted to be kept which, by any sound or cry, shall cause annoyance or discomfort to a reasonable person of normal sensibilities.

- (5) *Operation of defective or improperly loaded vehicle.* The use of any automobile, motorcycle or vehicle so out of repair or so loaded in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (6) *Excessive noise in loading or unloading.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.
- (7) *Creation of noise near schools, courts, churches or hospitals.* The creation of loud and excessive noise on any street adjacent to any school, institution of learning, church or court while the school, institution, church or court is in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital.
- (8) *Use of drums or other instruments to attract attention.* The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale or event. This subsection shall not apply to a drum used in an authorized parade in the city.
- (9) *Construction or repair of buildings, structures and streets during certain hours.* The erection, including excavation, demolition, alteration or repair of any building, structure or street other than between the hours of 7:00 a.m. and 10:00 p.m., Monday through Saturday, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the director of community development or the director of public works or their authorized agent, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the director of community development or the director of public works or their authorized agent should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building, or the excavation of streets and highways, within the hours of 10:01 p.m. and 6:59 a.m., and if he shall further determine that loss or inconvenience would result to any interested party, he may grant permission for such work to be done within the hours of 10:01 p.m. and 6:59 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work. This subsection will not apply to the performance of necessary emergency work.
- (10) *Operation of pile drivers, hammers, etc., during certain hours.* Except as provided in subsection (b)(9) of this section, the operation between the hours of 6:00 p.m. and 6:00 a.m. of any piledriver, steamshovel, pneumatic hammer, derrick, power hoist or other construction equipment. Such equipment shall at all times be equipped with an effective muffling device.
- (11) *Repairing vehicle during certain hours.* The repair or rebuilding of any motor vehicle within any residential area of the city between the hours of 9:00 p.m. and 8:00 a.m. in such a manner that a reasonable person of normal sensitivities residing in the area is caused discomfort or annoyance.
- (12) *Discharge of unmuffled exhaust.* The discharge into the open air of the exhaust of any steam engine, internal combustion engine, motorboat or motor vehicle, or discharge of air or other gases, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.
- (13) *Unlawful use of buildings.* No person owning or in possession of or in control of any building or premises shall use the building or premises, permit the use of the building or premises or rent the building or premises to be used for any business or employment or residential use, or for any purpose of pleasure or recreation, if such use shall by the noise generated therefrom exceed the noise limitations provided in section 15-85.
- (14) *Unnecessary use of engine brakes.* The use of a Jacob brake or any other engine brake within the city limits, except as required for safety purposes.
- (15) *Use of stationary machinery producing excessive noise.* It shall be unlawful for any person to operate any immobile machinery, equipment, pump, fan or similar mechanical device in any manner so as to create any noise which would cause the noise level at any portion of the

property line of any property to exceed the maximum noise levels in the use zones described in section 15-85(a), provided that this subsection shall not apply to temporarily placed equipment, which shall be subject to the levels outlined in section 15-81.

(Code 2017, § 18-74)

*Section 5.* Section 17-76, Duties of Cemetery Supervisor and Section 17-99, Traffic Regulations, of Division 3, Cemetery Section, of Article II, Arborist and Cemetery; and Section 17-196, Public Facilities Established, Management, Section 17-197, Permits, Section 17-199, Miscellaneous Prohibited Acts, Section 17-200, Traffic Regulations, Section 17-201, Camping, Section 17-202, Hunting, Trapping and Fishing, Section 17-203, Advertising, Section 17-204, Concessions, Section 17-205, Use of Public Address Systems and Amplifying Devices, Section 17-206, Dissemination of Materials or Information to the Public, Section 17-207, Reservation of Park Areas and Facilities, and Section 17-208, Possession of Beer or Other Intoxicating Liquor, of Article V, Park Regulations; and Section 17-246, Noxious Weeds Prohibited; Exceptions, and Section 17-247, Failure To Destroy Noxious Weeds; Right To Hearing; Destruction By City, of Article VI, Trees and Shrubs; and Section 17-275, Recreational Trails, of Article VII, Artificial Lakes and Recreational Trails, all contained in Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 17-76, 17-99 17-197, 17-199, 17-200, 17-201, 17-202, 17-203, 17-204, 17-205, 17-206, 17-207 and 17-208, 17-246, 17-247, and 17-275 are enacted in lieu thereof, as follows:

**Sec. 17-76. Duties of cemetery supervisor.**

The supervisor of cemeteries shall:

- (1) See that the rules and regulations concerning all cemeteries owned and operated by the city are enforced.
- (2) Perform such duties as are required by ordinance and as the council and director of public works shall direct.
- (3) See that the rules and regulations concerning all cemeteries are at all times strictly complied with and report to the director of public works any infractions of the rules and regulations on the part of an owner or any other person.
- (4) Keep all lots, streets, paths and grounds in the occupied part of the cemeteries mowed during the entire growing season.
- (5) Do all proper acts necessary to maintain the grounds set apart for the burial of the dead in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-99. Traffic regulations.**

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency

services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.

- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-196. Public facilities established; management.**

- (a) Free public playgrounds, parks and recreation and arts centers are hereby established in the city for the use of its inhabitants, under the proper rules and regulations for the government and management thereof.
- (b) Such playgrounds and parks shall be managed by the department of public works and such recreation and arts centers shall be managed by the department of community development.

(Code 2017, § 20-211)

**Sec. 17-197. Permits.**

(a) *Application.*

- (1) Any person seeking the issuance of a permit required by this article shall file an application with the director of public works.
- (2) The application shall state:
  - a. The name and address of the applicant.
  - b. The name and address of the person sponsoring the activity, if any.
  - c. The day and hour for which the permit is desired.
  - d. The park, or portion thereof, for which the permit is desired.
  - e. An estimate of the anticipated attendance.
  - f. Any other information which the director of public works shall find reasonably necessary to make a fair determination as to whether a permit should be issued under this section.

(b) *Standards for issuance.* The director of public works shall issue a permit required by this article when the director finds:

- (1) That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the park.
- (2) That the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- (3) That the proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.

- (4) That the proposed activity will not entail unusual, extraordinary or burdensome expense to the city.
- (5) That the facilities desired have not been reserved for other use at the day and hour required in the application.
- (c) *Revocation.* The director of public works or designee shall have authority to revoke a permit required by this article upon a finding of violation of any rule or ordinance, or upon good cause shown.
- (d) *Compliance with applicable regulations.* A holder of a permit required by this article shall be bound by all park rules and regulations and all applicable ordinances as fully as though the rules, regulations and ordinances were inserted in such permit.
- (e) *Liability of permit holder.* The holder of a permit required by this article shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the negligence of the permit holder, his employees, servants or agents, or other persons entitled to the use of the park by the holder. The holder, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or arising from the negligence of the holder, his employees, servants or agents, or other persons entitled to the use of the park by the holder.

(Code 2017, § 20-212)

**Sec. 17-199. Miscellaneous prohibited acts.**

No person in a park shall:

- (1) Ride or lead a horse, except on designated bridal paths or established roads.
- (2) Permit or allow a horse to graze or go unattended, or tie a horse to any rock, tree, shrub or fixed object.
- (3) Swim, except in a specifically authorized area.
- (4) Use any firearms.
- (5) Picnic in unauthorized posted areas.
- (6) Start or maintain a fire in other than a park stove, fireplace, charcoal grill or other designated area.
- (7) Dump any type of refuse on park property, except in the designated receptacles provided for such use.
- (8) Cut, pick or remove in any manner whatsoever any plant or plant material unless such removal is authorized by the director of public works or designee.
- (9) Interfere with anyone using a park in a lawful manner.
- (10) Land in or take off from a park with an ultralight aircraft, whether or not motorized, or any similar device. This subsection does not prevent emergency landings.

(Code 2017, § 20-214)

**Sec. 17-200. Traffic regulations.**

No person in a park, golf course or other public lands shall:

- (1) Operate a vehicle at a rate of speed exceeding 15 miles per hour, or as posted for all other roadways.

- (2) Operate any vehicle on any area except the established roads or parking areas, or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas.
- (7) Leave a vehicle standing or parked during the hours when the park, golf course, or public facility is closed.
- (8) Park a vehicle, or use the public area, for the purpose of repair or washing or maintenance of a vehicle.

(Ord. No. 2645, § 1, 1-14-2008)

**Sec. 17-201. Camping.**

- (a) No person shall set up tents, shacks or other temporary shelters in the parks for the purpose of overnight camping.
- (b) No person shall leave in any park after closing hours any movable structure or special vehicle to be used, or which could be used, for such purpose, such as a house trailer, camp trailer, camp wagon or the like, unless such person first obtains a permit from the director of public works or designee.

(Code 2017, § 20-216)

**Sec. 17-202. Hunting, trapping and fishing.**

No person in a park shall:

- (1) Hunt or trap unless a special permit has been obtained from the director of public works, or unless the area is within a special deer management zone as described in section 16-15(b)(2).
- (2) Fish in posted waters.

(Code 2017, § 20-217; Ord. No. 2878, § 2, 9-19-2016)

**Sec. 17-203. Advertising.**

No advertising of any kind shall be permitted in a park, except that necessary for the operation of a concession or advertising sponsored by governmental organizations as a service to the public. All advertising must be authorized by the director of public works or designee prior to the erection or placement of such advertising in a park.

(Code 2017, § 20-218)

**Sec. 17-204. Concessions.**

- (a) *Temporary concessions.* Temporary concessions, meaning concessions for any period less than the normal seasonal concessions, are permitted in a park only if a permit for the concession has been obtained from the director of public works. In obtaining a permit, the permit holder must conform to all rules and regulations that the city council may require.
- (b) *Commercial enterprises.* Commercial enterprises are permitted in a park only if a permit for the enterprise has first been obtained from the city council. A permit for a commercial enterprise in the park shall be awarded to the bidders who submit to the city council the most acceptable bid. The permit holder shall be awarded a lease for a term approved by the city council. Upon the expiration of the lease, a new bid must be submitted in order to obtain a permit. The permit holder must conform to all rules and regulations that the city council may require.

(Code 2017, § 20-219)

**Sec. 17-205. Use of public address systems and amplifying devices.**

No person in a park shall use a public address system or any other method of amplifying sound unless a permit for such use has been granted by the director of public works or designee.

(Code 2017, § 20-220)

**Sec. 17-206. Dissemination of materials or information to public.**

No person shall use a park as a place of public assembly for the dissemination of information or material to the public without first obtaining a permit from the director of public works or designee.

(Code 2017, § 20-221)

**Sec. 17-207. Reservation of park areas and facilities.**

No person may be granted an exclusive use of park areas or facilities unless a permit for such exclusive use is first obtained from the director of public works or designee and unless specifically authorized by the city council. Only the following park areas and facilities may be so reserved:

- (1) A golf course.
- (2) A clubhouse.
- (3) A specific picnic shelter.
- (4) Special game facilities.

(Code 2017, § 20-222)

**Sec. 17-208. Possession of beer or other intoxicating liquor.**

- (a) It shall be unlawful for any person to bring in or use or have in their possession a keg or similar container for the purpose of dispensing beer or any other intoxicating liquor not otherwise prohibited by Iowa Code § 123.46, within any park, including any access area or wildlife habitat area under the jurisdiction of the city parks and recreation commission, unless either:
  - (1) Such use or possession is authorized by a liquor control license or beer permit approved by the city council, and issued by the state alcoholic beverages division under Iowa Code ch. 123, and

such use is confined to a shelter or other place within a park which constitutes a "licensed premises" within the meaning of state law and which is designated for group use; or

- (2) Such use is arranged in advance with the director of public works and such use is confined to the Island Park Beach House located in Island Park in the city, or to the Celebration Shelter located in Gateway Park in the city.
- (b) Any person desiring to use a shelter or building, where beer or an intoxicating liquor is to be dispensed from a keg or similar container as authorized in this section must make a prior shelter or building reservation, have a designated agent for contact responsibility, make advance payment of a reservation fee and submit a \$100.00 minimum damage deposit. The parks and recreation commission has the right to retain any or all of the required deposit to cover damage to city park property. The holder of a shelter or building reservation shall be bound by and be responsible for enforcing all park rules and regulations and all applicable ordinances regarding the use of a keg, or similar container, or other rules and regulations set out in this article.

(Code 2017, § 20-223; Ord. No. 2301, § 1, 5-22-2000; Ord. No. 2422, § 1, 3-10-2003)

**Sec. 17-209. Authorized off-leash dog exercise facility.**

- (a) *Establishment of facility.* The director of public works or designee is hereby authorized to establish one or more authorized off-leash dog exercise facilities within the city which meet the requirements of this section. Each authorized off-leash dog exercise facility shall be hereinafter referred to as a "facility" or as an "authorized facility."
- (b) *Characteristics of authorized facility.* Each authorized facility established under this section shall meet the following criteria:
- (1) The facility shall be located within a public park in the city;
  - (2) The facility shall be appropriately and securely fenced and equipped with at least one self-closing gate; and
  - (3) The rules and regulations for the use of the facility shall be posted on a sign at each entrance to the facility.
- (c) *Rules governing use of authorized facility.* The following rules and regulations shall govern the use of each authorized facility established under this section:
- (1) The facility shall be for the use of dogs only, and no other types of animals or pets shall be allowed to use the facility.
  - (2) The owner or other competent responsible person shall at all times accompany each dog inside the fenced area of the facility, and shall be responsible for the supervision of such dog at all times while it is in the facility.
  - (3) The facility shall be open for use during regular city public park hours as provided in section 17-198(a).
  - (4) No person shall be authorized to use the facility unless the person has obtained a permit purchased from the city clerk of the city, for the use of the authorized facility or authorized facilities, at a fee to be established by resolution of the city council from time to time. A tag evidencing the issuance of such permit shall be furnished by the city clerk, and shall be affixed to the collar of the dog at all times while the dog is in such facility.
  - (5) No person shall be authorized to bring any dog into such facility unless the owner has a valid, current city license and rabies vaccination for the dog, and then only if the license and rabies tags are attached to and kept on a substantial collar on the dog at all times, all as required by chapter 6.

- (6) All other provisions of this Code shall apply to the use of each such authorized facility and to the presence and conduct of dogs in each such facility, including, but not limited to, the provisions of chapter 6, such as cleanup of animal droppings, and prohibiting a dog from attacking persons or animals.
- (7) No dog which is a dangerous animal as defined in section 6-131 shall be allowed to use any such authorized facility at any time.
- (8) No person shall bring more than two dogs into an authorized facility at any one time.
- (9) A person using the authorized facility shall at all times carry a leash for each dog which is under his supervision.
- (10) The following are prohibited in any authorized facility established under this section:
  - a. Dogs in heat.
  - b. Dogs under four months of age.
  - c. Food, bones or rawhide.
  - d. Prong or spike dog collars.
- (11) No children under six years of age are allowed in any authorized facility. Children from six years of age to 16 years of age must be under the supervision of a competent responsible person at all times while in an authorized facility.
- (d) *Provision for other rules and regulations.* The director of public works or designee is hereby authorized to adopt and enforce, from time to time, such other rules and regulations governing the use of each authorized facility as he deems appropriate, provided that such rules and regulations shall first be approved by the city council, and posted on a clearly visible sign at each entrance to each such authorized facility.
- (e) *Dog at-large.* A person who brings a dog into an authorized facility and complies in all respects with the provisions of this section, including any rules and regulations established as provided in subsection (d) of this section, shall not be deemed to have permitted or allowed the dog to be at-large within the city, within the meaning of chapter 6.
- (f) *Penalty for violation.* Any violation of any of the provisions of this section, including any rules or regulations established under subsection (d) of this section and posted as required herein, shall constitute a municipal infraction, and shall be punishable as provided in section 1-9.

(Code 2017, § 20-224; Ord. No. 2337, § 2, 6-11-2001)

**Sec. 17-210. Special events in Gateway Park green space.**

- (a) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Director* means the director of public works or designee.

*City council* means the city council of Cedar Falls, Iowa.

*Property* means the approximately 3.8 acres of green space to the east of Gateway Park, legally described as:

GRAMS PLAT LOT 5 ALL LOT 18 EXC BEG AT SE COR LOT 18 TH N ALONG E LINE LOT 18 DIST 231.43 FT TH SWLY 302.89 FT TO PT ON W LINE LOT 18 WHICH IS 215.42 FT N OF SW COR THEREOF TH S ALONG W LINE LOT 18 215.42 FT TO SW COR TH E 303.14 FT ALONG S LOT LINE TO PT OF BEG; and

GRAMS PLAT ALL LOT 19 EXC BEG AT SE COR LOT 19 TH NLY ALONG E LOT LINE DIST 215.42 FT TH NWLY 152.04 FT TO PT ON W LINE LOT 19 WHICH IS 222.63 FT NLY OF SW COR THEREOF TH SLY ALONG W LOT LINE 222.63 FT TO SW COR LOT 19 TH ELY ALONG S LOT LINE DIST OF 151.78 FT TO PT OF BEG.

- (b) The director may adopt and enforce rules and regulations to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. The director may post signs on the property setting forth rules and regulations and directional signs.
- (c) The director, upon receiving a completed application, shall provide a copy of the application to the fire chief and the police chief. The director shall issue a recommendation on the permit application, with written comments from the police operations and fire operations divisions, and evaluate the following:
  - (1) The applicant has complied with all of the requirements of this Code and any rules or regulations promulgated thereunder;
  - (2) The proposed event will not substantially or unnecessarily interfere with traffic in the area;
  - (3) The proposed event will not substantially or unnecessarily interfere with any publicly managed infrastructure project;
  - (4) The concentration of persons or things at the event will not prevent proper fire and police protection or ambulance service;
  - (5) That the proposed event or use of the property will not unreasonably interfere with or detract from the general public enjoyment of the property;
  - (6) That the proposed event and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
  - (7) That the property has not been reserved for other use at the time requested in the application;
  - (8) That the proposed event will not entail unusual, extraordinary or burdensome expense to the city;
  - (9) The applicant and group have complied with any required permits or licenses required for the activity on the property.
- (d) The application for an overnight permit shall include, but not be limited to, the following information:
  - (1) Name and address of the group/organization requesting the permit;
  - (2) Name and address of the contact person for the group;
  - (3) Approximate number of people attending the event;
  - (4) Description of the event;
  - (5) Name of any vendors that may be on the property;
  - (6) Any requests for additional services such as garbage receptacles;
  - (7) Number of nights for the event, up to a maximum of 14 days.
- (e) The director shall provide a written recommendation to the city council within seven days.
- (f) The city council shall consider the application request at the next regularly scheduled city council meeting, with the application being acted upon no later than 21 days from the receipt of the application by the director. The city council may approve the application as requested, may approve the application with conditions or changes, or deny the application. The city council may approve a maximum of 14 for the event, and upon request by the applicant, the city council may approve an additional 14 day extension for the event.

- (g) Revocation of permit. The permit to use the property may be revoked without notice if the director, the chief of police, or fire chief have cause to believe anyone using the property has violated any local, state or federal laws, rules or regulations on the property.
- (h) The group/organization and all individual participants shall be required to have been approved for any local, state or federal licenses or permits that are required for the activities intended to be conducted on the property.
- (i) In addition to any other appropriate department, the department of public works is authorized to inspect the special event and may issue citations for any violation of this Code or any regulations pertaining to the operation of the special event.
- (j) The director, after consultation with other appropriate departments, shall have the authority to promulgate such rules and regulations that he determines are necessary or desirable for the implementation of this section. The rules and regulations shall be available for inspection by the public.
- (k) Liability of permit holder. The holder of a permit required by this article shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the negligence of the permit holder, his employees, servants or agents, or other persons entitled to the use of the property by the holder. The holder, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or arising from the negligence of the holder, his employees, servants or agents, or other persons entitled to the use of the property by the holder.

(Code 2017, § 20-225; Ord. No. 2763, § 1, 4-23-2012)

**Sec. 17-246. Noxious weeds prohibited; exceptions.**

- (a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:
  - (1) Those defined in Iowa Code § 317.1A.
  - (2) Grass and weeds exceeding eight inches in height;
  - (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.
- (b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:
  - (1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-48.
  - (2) Land zoned agricultural under the zoning chapter, steep slopes, wooded areas, ravines and lots of the city exceeding three acres in size.
  - (3) Other conservation or natural areas deemed appropriate by the city council after consultation with the director of public works or designee.

(Code 2017, § 20-262; Ord. No. 2653, § 1, 4-28-2008; Ord. No. 2883, § 1, 9-19-2016; Ord. No. 2910, 9-5-2017)

**Sec. 17-247. Failure to destroy noxious weeds; right to hearing; destruction by city.**

- (a) If the owner or person in the possession or control of any land within the city fails or refuses to cut or otherwise destroy the grass, vines, bushes or weeds declared a nuisance as provided in section 17-246 within seven days after notice in writing has been given to such owner and person in possession or control of land within the city, the owner or the person in possession or control of such land shall be deemed guilty of a violation of this article and punished accordingly. Such written notice to cut or otherwise destroy the vegetation declared a nuisance in this article shall be sent by ordinary mail to the owner of record and to the person in possession or control of the land in question. Such seven-day period to cut or otherwise destroy shall be deemed to commence on the date of mailing of the written notice.
- (b) Each owner and each person in possession or control of any land within the city may request a hearing with the department of public works of the city to consider any objections and protests to the proposed cutting or otherwise destroying of the vegetation declared in this article to be a nuisance. The operations and maintenance division manager, acting under the direction of the director of public works, shall have full power and authority to enter upon any land within the city for the purpose of destroying a nuisance. The operations and maintenance division manager shall coordinate the removal of the nuisance with the public works director if necessary. Such entry may be made without the consent of the landowner or person in possession or control of the land.
- (c) The actual cost and expense of cutting or otherwise destroying the vegetation, together with the cost of serving of notice, the cost of special meetings or proceedings, if any, and the cost of supervision and administration, shall be recovered by an assessment against the tract of land on which the vegetation was growing.

(Code 2017, § 20-263; Ord. No. 2652, § 1, 4-28-2008; Ord. No. 2883, § 2, 9-19-2016; Ord. No. 2907, 7-10-2017)

**Sec. 17-275. Recreational trails.**

The following rules and regulations apply to all recreational trails within the city:

- (1) Recreational trails shall be used and classified as trails for: foot traffic, bicycling, cross-country skiing, roller-blading and other special usage authorized by permit from the director of municipal operations and programs or designee.
- (2) The use of motorized vehicles and snowmobiles is prohibited on recreational trails within the city, except for authorized emergency and maintenance vehicles.
- (3) No person shall permit or allow a horse under their control to be on any recreational trail within the city. No person shall permit or allow a dog on said recreational trail unless said dog is under the control of said person and is on a leash of six feet or less in length. Said person shall pick up and dispose of any feces from the dog under that person's control. For the purposes of this article, the term "horse" means any equine animal including horses, mules, burros, donkeys, and all lamas or alpaca like animals. The term "dog" means all members of the canine species, male or female, whether altered or not.
- (4) Special permits may be issued by the director of public works or designee for special events on specific dates utilizing golf carts or similar motorized transportation upon a recreational trail for elderly and/or persons with a disability.

(Code 2017, § 20-279; Ord. No. 2060, § 1, 5-26-1994)

*Section 6.* Section 19-73, Storage Of Building Materials, and Section 19-74, Certain Commercial Use Of Public Sidewalks, of Division 1, Generally; and Section 19-94, Use Of Public Sidewalks for Sidewalk Cafes, and Section 19-97, Review Of Application, of Division 2,

Sidewalk Cafes, of Article III, Obstructions; and Section 19-185, Removal of Snow And Ice, of Article V, Sidewalk Construction And Repair, of Chapter 19, Streets And Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 19-73, 19-74, 19-94, 19-97 and 19-185 are enacted in lieu thereof, as follows:

**Sec. 19-73. Storage of building materials.**

- (a) It shall be lawful for persons constructing buildings or making improvements permitted by the city ordinances to use a reasonable portion of the street or sidewalk adjacent to such building or improvement for a reasonable length of time, for depositing building materials, subject to the provisions in this Code governing such deposit and use. Such use shall be confined to one-third of the width of any street between the curbs thereof, and shall not continue longer than shall be necessary with reasonable diligence to supply the requirements of such construction and improvement.
- (b) As a condition precedent therefor, a written permit shall be procured from the director of public works, which permit may provide for the erection and maintenance of a temporary sidewalk by the applicant for the permit as deemed necessary by the director of public works. A suitable roof or covering for the sidewalk shall be provided whenever deemed necessary by the director of public works. The person using such street must keep the gutters therein clear of all obstructions, and must maintain such street and surroundings free from anything dangerous or inconvenient for travel and traffic on account of such construction or improvement.

(Code 2017, § 23-64)

**Sec. 19-74. Certain commercial use of public sidewalks.**

- (a) Any person may use a maximum of three feet in width of the sidewalk next to and in front of his building in the city for the purpose of displaying samples of goods kept by him for sale, provided that the sidewalk is not less than 12 feet in width, and that nothing is used or set out on the sidewalk for such purposes which might endanger or injure the person or the dress of anyone who might pass on the sidewalk. Nothing in this section shall be construed as permitting the storing of goods on sidewalks.
- (b) Temporary stands may be permitted to be erected on the streets of the city for the sale of goods or merchandise, such permits to be issued by the director of public works in his or her discretion, specifying the location thereof. Such permits shall be subject to revocation at any time, whereupon such stand shall be removed at once from the street.
- (c) No person shall leave upon any sidewalk in front of his place of business any goods, wares or merchandise which may be left there by the person delivering or receiving the goods to or from the owner or occupant of any place of business for a longer period than six hours, nor occupy therefor a space exceeding three feet of the outer edge of the sidewalk.
- (d) Tables, chairs and/or benches. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District under the zoning chapter, that sells food for consumption on or off the premises of such establishment may use that portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of providing tables, chairs and/or benches, for the convenience of and use by such proprietor's customers and others, with the following restrictions:
  - (1) Such proprietor and the proprietor's employees shall not at any time serve any food or beverages to customers or others seated at such tables, chairs and/or benches.
  - (2) There must be a minimum of five feet of unobstructed public sidewalk between any such tables, chairs and/or benches and the curb line of the public street, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in

granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the peculiar circumstances involved with the particular permit application, and the physical characteristics of the public sidewalk area in question.

- (3) No such tables, chairs and/or benches shall be attached in any manner to the public sidewalk or to any public fixtures located on the public sidewalk. The proprietor shall be responsible for any damage to the public sidewalk or to any public fixtures located on the public sidewalk by said tables, chairs and/or benches.
- (4) By the closing time of such establishment each night, all such tables, chairs and/or benches shall either:
  - a. Be moved inside the building that is adjacent to such establishment, restoring the public sidewalk to its normal condition as a pedestrian walkway; or
  - b. Be moved to a location on the public sidewalk that directly abuts the front of the building in which such establishment is located, stacked neatly, and secured by means of chains and locks or some other secure means approved by the city director of public works, and not attached in any manner to the public sidewalk or to any public benches. If the proprietor selects the alternative set forth in this subsection, the proprietor shall be responsible for insuring that such tables, chairs and/or benches do not cause damage to persons or property during the hours such establishment is closed.
- (5) Before a proprietor of such an establishment may lawfully place any tables, chairs and/or benches on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the city, on a form furnished by the city clerk, and shall pay a non-refundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show:
  - a. The dimensions, including the length and width, of the area of the public sidewalk that is adjacent to said establishment, as described in this subsection;
  - b. The five foot area of unobstructed public sidewalk adjacent to the curb which is to be reserved for pedestrian use;
  - c. The approximate location where the tables, chairs and/or benches shall be positioned, and the size and number thereof;
  - d. The location where the tables, chairs and/or benches shall be stored during the hours when such establishment is closed, in the event the establishment elects not to move said items inside the establishment each night;
  - e. The means by which such tables, chairs and/or benches shall be secured, as provided in this subsection;
  - f. A physical description of the tables, chairs and/or benches that will be used;
  - g. A minimum of a two foot clearance between any such tables, chairs and/or benches and each side of any doorway leading from the establishment onto the public sidewalk;
  - h. Proof that the applicant holds a valid license or permit to operate the establishment;
  - i. The written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
  - j. Proof of insurance and compliance with the indemnification requirements set forth in subsection (d)(14) of this section; and
  - k. Such other information and documentation as the city may require in order to comply with the requirements of this subsection.

- (6) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said application, to the city director of public works, and to either Community Main Street, Inc., for tables, chairs and/or benches to be located in the downtown Parkade area of the city, or to College Hill Partnership, for tables, chairs and/or benches to be located in the College Hill area of the city, for review as to compliance with the requirements of this subsection, compliance with the interests of public safety, health or welfare, and compliance with the aesthetics of the area. If the application is approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, as being in compliance with the requirements of this subsection, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of 30 days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection and to correct the reasons for denial thereof. If the revised application is approved by both the director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall issue a permit. If the revised application is not approved by both the city director of public works and either Community Main Street, Inc., or College Hill Partnership, the city clerk shall not issue a permit. In that event, the applicant shall have a period of 30 days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within 30 days, shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.
- (7) Any permit issued under this subsection (d) of this section shall be issued for a period of one year, and may be renewed upon the filing of an application for renewal of the permit before its expiration by the proprietor, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application is being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
- (8) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
- (9) The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.
- (10) The city director of public works may order the immediate removal of any or all of a permit holder's tables, chairs and/or benches in the event such items are causing a hazard to public safety, health or welfare, are interfering with the unobstructed passage of pedestrians, are unsightly in appearance or unsanitary in condition, are interfering with removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
- (11) A permit issued under this subsection shall be revoked if the proprietor holding the permit does any of the following:

- a. Fails to maintain a valid license or permit covering the establishment adjacent to where the tables, chairs and/or benches are located;
  - b. Fails to either move the tables, chairs and/or benches inside the establishment, or fails to secure them, as required in subsection (d)(4) of this section;
  - c. Fails to pay the fee for issuance or renewal of the permit;
  - d. Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
  - e. Creates or allows to exist a safety hazard, health hazard, or public nuisance under state law or city ordinance, in connection with the placement or use of the tables, chairs and/or benches. Upon the occurrence of any of the events described in this subsection (d)(11) of this section, the city clerk shall give the proprietor of such establishment notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place tables, chairs and/or benches on the public sidewalk adjacent to the proprietor's establishment.
- (12) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within 20 days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the tables, chairs and/or benches on the public sidewalk.
- (13) The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of all tables, chairs and/or benches from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such tables, chairs and/or benches, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
- (14) A permit shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the city that meets the following requirements:
- a. Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage, with the city to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and
  - b. An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the city harmless from any liability for damages arising out of the placement of the tables, chairs and/or benches in the public right-of-way.
- (e) Temporary movable signs on certain public sidewalks. Any proprietor of an establishment in those areas of the city that are zoned C-3 Commercial District under the zoning chapter, may use a portion of the public sidewalk that is immediately adjacent to and that lies in between the side property lines, as extended to the curb, of the public sidewalk, for the purpose of displaying one temporary movable sign for such establishment, with the following restrictions:
- (1) The portion of the public sidewalk that may be used by the proprietor of such establishment for the display of such signs is the area of the public sidewalk that extends from the storefront of the establishment to the adjacent street curb and between the side property lines of the building in which the establishment is located, as such side property lines are extended to the adjacent street curb.

- (2) There must nevertheless be a minimum of five feet of unobstructed public sidewalk between such storefront and the edge of the sign closest to the storefront, or between the edge of the sign closest to the street and the inside edge of the street curb, in order to allow for the free passage of pedestrian traffic on the public sidewalk, provided, however, that the city may, in granting a permit under this subsection, require more than five feet of unobstructed public sidewalk clearance if, in the reasonable determination of the city, such additional clearance is necessary in the interest of public safety, health, or welfare, in light of the peculiar circumstances involved with the physical characteristics of the public sidewalk area in question; and provided, further, that all such temporary signs must in all events maintain at least a two-foot setback from the outside edge of said sign to the inside edge of the street curb.
- (3) No such temporary movable sign shall be attached in any manner to the public sidewalk, or to any public fixtures located on the public sidewalk, such as tables, chairs, or other fixtures, or on top of any temporary elevations such as fill material or snowbanks.
- (4) No such temporary sign shall exceed 2.5 feet in width and five feet in height in outer frame measurements, with such height measured from the natural grade of the sidewalk surface adjacent to such establishment. No more than one such sign may be placed in front of any single store-front. All such signs must be well-maintained and kept in good repair.
- (5) By the closing time of such establishment each day, each such sign shall be moved inside the building adjacent to which the sign is displayed, restoring the public sidewalk to its normal condition as a pedestrian walkway.
- (6) Before the proprietor of any such an establishment may lawfully place any such temporary sign on the public sidewalk in front of such establishment, the proprietor shall file an application for a permit with the city clerk of the city, on a form furnished by the city clerk, and shall pay a nonrefundable annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall show:
  - a. The dimensions, including the length and width, of the public sidewalk that is adjacent to said establishment, as described in this subsection;
  - b. The five-foot area of unobstructed public sidewalk which is to be reserved for pedestrian use, and the two-foot setback from the outside edge of said sign to the inside edge of the street curb;
  - c. The approximate location where the sign shall be positioned, and the size of said sign, including its outer dimensions;
  - d. Proof that the applicant holds a valid license or permit to operate the establishment;
  - e. The written consent to the filing of said application from the owner of the building in which such establishment is located, if the applicant is not the owner of the building;
  - f. Proof of insurance and compliance with the indemnification requirements set forth in subsection (e)(15) of this section; and
  - g. Such other information and documentation as the city may require in order to demonstrate that the proprietor complies with the requirements of this subsection.
- (7) The city clerk shall forward a copy of the proprietor's application, together with all other information and documentation required in connection with said application, to the city planner for review as to compliance with the requirements of this subsection, and compliance with the interest of public safety, health, or welfare. If the application is approved by the city planner as being in compliance with the requirements of this subsection, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit therefor to the applicant. If the application is not approved by the city planner, the city clerk shall notify the applicant of the reason or reasons the application was not approved. The applicant shall be afforded a period of 30 days from the date of the city clerk's notice, within which to revise the application in an effort to comply with the requirements of this subsection

and to correct the reasons for denial thereof. If the revised application is approved by the city planner, the city clerk shall forward the application to the city council. Upon approval by the city council, the city clerk shall issue a permit. If the revised application is not approved by the city planner, the city clerk shall not issue a permit. In that event, the applicant shall have a period of 30 days from the date of notice of denial to appeal the denial to the administration committee of the city council. The administration committee shall conduct a hearing on the appeal of the denial of the application within 30 days, and shall afford the applicant an opportunity to present information in support of the application, and shall issue a decision to either approve the application, which may be conditioned on one or more requirements, or to deny the application. The decision of the administration committee shall be final.

- (8) Any permit issued under this subsection shall be issued for a period of one-year, and may be renewed upon the filing of an application by the proprietor for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the contents of the original application are being revised, failing which the contents of the application for renewal shall be deemed to be the same as contained in the original application.
- (9) In the event that ownership of the establishment holding the permit is sold, conveyed or transferred to another person or entity, the permit shall not thereby be transferred, and the new owner shall be required to file a new and separate application for such a permit, as provided in this subsection.
- (10) The city reserves the right to limit the number of permits issued under this subsection if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose. The city reserves the right to either deny an application which otherwise meets the requirements of this subsection, or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this subsection if, in the reasonable determination of the city, either granting the permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort or convenience of the city's residents.
- (11) The city planner may order the immediate removal of any such temporary sign in the event such sign is causing a hazard to public safety, health or welfare, is interfering with the unobstructed passage of pedestrians, is unsightly in appearance, is interfering with the removal of ice and snow from the public sidewalks, or for any other reason affecting public safety, health or welfare.
- (12) A permit issued under this subsection shall be revoked by the city if the proprietor holding the permit does any of the following:
  - a. Fails to maintain a valid license or permit covering the establishment adjacent to which the sign is located;
  - b. Fails to move the sign inside the building by closing time of the establishment as required in this subsection;
  - c. Fails to pay the fee for issuance or renewal of the permit;
  - d. Fails to operate in strict compliance with all of the provisions of this subsection, of all other city ordinances, and of state law; or
  - e. Creates or allows to exist a safety hazard in connection with the placement of the sign.

Upon occurrence of any of the events described in this subsection, the city clerk shall give the proprietor of such establishment seven days' written notice of revocation of the permit, and the permit holder shall thereupon immediately cease to place any such sign on the public sidewalk adjacent to the proprietor's establishment.

- (13) The permit holder may appeal the revocation of the permit by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. The administration committee of the city council shall conduct a hearing within 20 days of the date of the notice of appeal. The permit holder shall be notified in writing of the time and place of hearing thereon, and shall be afforded an opportunity to present information to the committee, following which the committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the permit. The decision of the administration committee shall be final. During the pendency of the appeal, the permit holder shall not be allowed to place the sign on the public sidewalk.
- (14) The city shall retain the right to terminate any permit granted under this subsection upon seven days' written notice, and may require the removal of the sign from the public sidewalk adjacent to an establishment, if the city council, after due consideration, determines that there is a reasonable and substantial need for the use of the public right-of-way being occupied by such sign, for a valid public purpose. The determination of the city council shall be final, and there shall be no right of appeal from such decision.
- (15) A permit for a temporary movable sign shall not be issued under this subsection unless the applicant, at the time of filing an application for issuance or renewal of a permit, furnishes proof of insurance and indemnification of the city that meets the following requirements:
  - a. Commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury and property damage, with the city to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and
  - b. An indemnification agreement on a form furnished by the city clerk, under which the proprietor agrees to indemnify and hold the city harmless from any liability for damages arising out of the placement of the temporary movable sign in the public right-of-way.

(Code 2017, § 23-65; Ord. No. 2141, § 1, 4-22-1996; Ord. No. 2578, § 1, 6-12-2006; Ord. No. 2647, §§ 1, 2, 2-25-2008; Ord. No. 2798, §§ 1, 2, 9-9-2013)

**Sec. 19-94. Use of public sidewalks for sidewalk cafes.**

- (a) Sidewalk cafes shall only be permitted in those areas of the city which meet all of the following requirements:
  - (1) Are within the public right-of-way of the city;
  - (2) Are within those areas of the city that are zoned C-3 Commercial District under the zoning chapter;
  - (3) Are within an area of the public sidewalk where the public right-of-way directly abuts on a private building line; and
  - (4) Meet all of the other requirements of this division.
- (b) The sidewalk cafe area must be adjacent to and contiguous with one side of the building it serves, and in which a restaurant is located and operating, and may not extend beyond the side property lines of such building as extended to the adjacent street.
- (c) There must be a minimum of five feet of unobstructed public sidewalk between the boundary of the sidewalk cafe area and the curb line of the public street, free of any lampposts, public benches, planters, trees, tree grates, or other public fixtures located within the public sidewalk, in order to allow for the free passage of pedestrian traffic on the adjacent public sidewalk; provided, however, that the city may, in granting the sidewalk cafe permit, require more than five feet of unobstructed public sidewalk clearance for any sidewalk cafe if, in the reasonable determination of the city, such additional clearance is necessary in the interests of public safety, health, or welfare, in light of the

peculiar circumstances involved with the particular cafe permit application, the configuration of the proposed sidewalk cafe permit, and the physical characteristics of the public sidewalk, parking areas and streets adjacent thereto.

- (d) The sidewalk cafe area shall maintain a minimum of a two-foot clearance on each side of any doorway leading from the building onto the public sidewalk.
- (e) Any sidewalk cafe area that serves alcoholic beverages must be situated so that no part of the sidewalk cafe area is less than 300 feet from the boundary of any area of the city that is zoned residential under the zoning chapter.
- (f) No part of the sidewalk cafe area shall be located within that portion of the public sidewalk lying between the lines formed by the extension of the exterior building lines to the adjacent intersecting streets, or within ten feet of any public alley.
- (g) The sidewalk cafe area shall be delineated by, and the sidewalk cafe elements divided from, that portion of the adjacent public sidewalk lying outside of the sidewalk cafe area, by a barrier at least three feet in height, consisting of:
  - (1) Fencing or other rigid structure; or
  - (2) Ropes of a design or type approved by the director of public works and the design committee of the respective district.
- (h) All sidewalk cafe elements must either:
  - (1) Be removed from the public right-of-way within 30 minutes of the closing time of the sidewalk cafe each night, restoring the sidewalk cafe to its normal condition as a pedestrian walkway; or
  - (2) Be orderly secured within 30 minutes after the closing time of the sidewalk cafe each night, by means of chains and locks or some other secure means, in such a way that such cafe elements cannot be used to cause damage to persons or property. If the proprietor attaches any sidewalk cafe elements to approved public property, the proprietor shall be responsible for restoring property to its original condition or condition of suitable agreement with the city, such as seasonal plugs, whenever the elements are removed per subsection (n) of this section. Upon completion of the repairs, the city will inspect for compliance.
    - a. The proprietor may select either of the above alternatives, provided that, if the proprietor selects the alternative set forth in subsection (h)(2) of this section, the proprietor shall be responsible for insuring that such sidewalk cafe elements do not cause damage to persons or property and do not inhibit or obstruct regular sidewalk maintenance including, but not limited to, ordinary repair and snow removal. Except as expressly provided for in subsection (h)(2) of this section, no property shall be stored on the public right-of-way.
    - b. Notwithstanding the provisions of subsection (h)(2) of this subsection, if the proprietor elects to close the sidewalk cafe during certain times of the year, as provided for in section 19-96(10), then all sidewalk cafe elements shall be removed.
- (i) Sidewalk cafe elements may consist of tables, chairs, fencing, planters and plants, and umbrellas and awnings and similar fixtures if approved by the city as part of the sidewalk cafe permit process.
- (j) A sidewalk cafe may not use or incorporate into the sidewalk cafe area any public fixtures such as benches, seats, planters, trash receptacles, lampposts, or any other publicly owned structures located in any part of the public right-of-way.
- (k) Except as otherwise expressly provided in subsection (h)(2) of this section, stacking of chairs or tables in the sidewalk cafe area is not permitted at any time.
- (l) Outdoor heaters are allowed if approved by the city as part of the sidewalk cafe permit process, or subsequently approved by the city in the same manner as the sidewalk cafe permit.
- (m) No advertising or signage shall be permitted in a sidewalk cafe area except that the name of the establishment may be printed on chairs, tables, umbrellas or other amenities as approved by the city.

- (n) In the event of any damage to the surface of any part of the public sidewalk lying within or immediately adjacent to the confines or boundaries of the sidewalk cafe area, the proprietor of the sidewalk cafe and the adjacent restaurant shall repair the damage to the specifications of the director of public works of the city. If the proprietor fails or refuses to repair such damage within 30 days after written notice from the city to do so, the director of public works of the city shall cause the work to be done and billed to the proprietor. All costs, including administration and city staff time shall be computed and will be invoiced as part of the project. Any failure of the proprietor to reimburse the city for the cost of such work shall be grounds for termination of the proprietor's sidewalk cafe permit. Any such costs shall be deducted from the proprietor's cash deposit, and the balance may be collected from the proprietor by legal proceedings instituted by the city, including placing a lien on the property.
- (o) The sidewalk cafe shall be equipped with an inside or outside water source to clean the sidewalk cafe area, as provided in section 19-95(5).
- (p) No bottles, cans or pitchers shall be used to serve beverages.
- (q) The city reserves the right to limit the number of permits issued for sidewalk cafes if necessary to maintain adequate pedestrian flow, to permit adequate access to building entrances, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose.

(Code 2017, § 23-68; Ord. No. 2827, § 2, 9-2-2014)

**Sec. 19-97. Review of application.**

- (a) The city clerk shall submit a copy of the application and all accompanying documents to the following city staff for review and for either approval or denial:
  - (1) The city building official.
  - (2) The city fire chief.
  - (3) The city police chief.
  - (4) The city planning and community services manager.
  - (5) The city director of public works.
- (b) Within 15 days after receipt of such documents, each such city official shall forward to the city clerk his approval or denial of the application, and in case of denial, the reason or reasons for denial. The applicant shall be notified of the results of the reviews and shall be afforded a period of 15 days to supplement, correct or modify the application to address the city officials' reasons for denial.
- (c) If the city officials all approve the application, and the applicant has complied with all other requirements of this division, the city clerk shall issue a sidewalk cafe permit to the applicant, including the requirement for city council approval of a public right-of-way easement agreement.
- (d) After 30 days from the date of filing of the application, if the applicant has not received all necessary city staff approvals, or if the application has been denied by one or more of such city officials, the application shall be considered denied. The applicant may file a written appeal of the denial to the administration committee of the city council within 45 days of the date of original filing of the application with the city clerk. The administration committee shall schedule a hearing within 20 days of the date of the notice of appeal. The applicant shall be notified in writing of the date, time and place of hearing. The committee shall afford the applicant the opportunity to present information to the committee in support of the application. Within ten days after such hearing, the administration committee shall issue its decision, which may either affirm or reverse the denial of the application, or affirm the application subject to certain conditions. The decision of the administration committee shall be final. No new application for a sidewalk cafe permit shall be submitted by the same applicant for

the same location for a period of six months from the date of the decision of the administration committee denying any application for a sidewalk cafe permit.

- (e) If the application is granted by the city officials or by the administration committee after appeal, the city clerk shall issue the sidewalk cafe permit for a period of one year, or until the date for renewal of the applicant's liquor control license or wine or beer permit, whichever is less. Thereafter, the permit shall be applied for, and, if approved as provided herein, issued, for successive one-year periods that run concurrent with the applicant's liquor control license or wine or beer permit. If the application does not include a request to serve alcoholic beverages, the initial permit and all renewal permits shall be issued for a one-year period.
- (f) The city reserves the right to either deny an application for a sidewalk cafe permit which otherwise meets the requirements of this division or to require the proprietor to meet additional terms and conditions for issuance of a permit beyond the requirements set forth in this division if, in the reasonable determination of the city, either granting the sidewalk cafe permit, or granting it without such additional terms and conditions, would not adequately protect and preserve the rights, privileges, and property of the city or of its residents, or would not adequately protect or preserve the peace, safety, health, welfare, comfort and convenience of the city's residents.

(Code 2017, § 23-71; Ord. No. 2827, § 5, 9-2-2014)

**Sec. 19-185. Removal of snow and ice.**

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the city council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

(Code 2017, § 23-134; Ord. No. 2410, § 2, 1-13-2003)

*Section 7.* Section 23-71, Duty to Erect and Maintain Signs, Section 23-72, Authority To Place Traffic Control Devices, Section 23-73, Placement Of One-Way Street Signs, Section 23-74, Marking Of Traffic Lanes, Section 23-75, Marking Of Turn Lanes, Section 23-76, Placement Of Stop Signs At Intersections, Section 23-77, Establishment Of Crosswalks And Safety Zones, Section 23-78, Placement Of Stop Signs At School Zones, Section 23-79, Erection Of Automatic Stop Signals At School Zones, Section 23-80, Painting Of Curbs Or Erection Of Signs Prohibiting Parking Or Standing, Section 23-81, Regulation Of Parking Adjacent To Schools, Section 23-82, Establishment Of Temporary No Parking Zones And One-Way Streets, Section 23-83, Marking Of Parking Spaces, of Division 2, Department Of Municipal Operations And Programs Traffic Standards, of Article II, Administration and Obedience; and Section 23-388, Prohibited Parking During Snow Removal, of Division 1, Generally, of Article IV, Stopping, Standing And Parking, of Chapter 23, Traffic And Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, and new Sections 23-72, 23-73, 23-74, 23-75, 23-76, 23-77, 23-78, 23-79, 23-80, 23-81, 23-82, 23-83 and 23-388 are enacted in lieu thereof, as follows:

## DIVISION 2. DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS

### **Sec. 23-71. Duty to erect and maintain signs.**

It shall be the duty of the department of public works to cause necessary and appropriate signs to be posted and maintained along the streets designated in this chapter, informing the general public of restrictions on parking, speed and other traffic restrictions.

(Code 2017, § 26-62)

### **Sec. 23-72. Authority to place traffic control devices.**

The department of public works may place and maintain such traffic control devices as it may deem necessary to guide or warn traffic.

(Code 2017, § 26-63)

### **Sec. 23-73. Placement of one-way street signs.**

Whenever any ordinance of the city designates any one-way street or alley, the department of public works shall supervise the placing and maintaining of signs giving notice thereof, and no such regulation shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

(Code 2017, § 26-64)

### **Sec. 23-74. Marking of traffic lanes.**

- (a) The director of the public works is hereby authorized to supervise the marking of the traffic lanes upon the roadway of any street or highway where a regular alignment of traffic is necessary.
- (b) Where such traffic lanes have been marked it shall be unlawful for the operator of any vehicle to fail or refuse to keep such vehicle within the boundaries of any such lane, except when lawfully passing another vehicle, or preparatory to making a lawful turning movement.

(Code 2017, § 26-65)

### **Sec. 23-75. Marking of turn lanes.**

The director of public works may cause markers, buttons or signs to be placed within or adjacent to intersections and thereby require and direct that a different course from that specified in section 23-325 be taken by vehicles turning at intersections, and, when markers, buttons or signs are so placed, no driver of a vehicle shall turn at an intersection other than as directed and required by such markers, buttons or signs.

(Code 2017, § 26-66)

### **Sec. 23-76. Placement of stop signs at intersections.**

Whenever any ordinance of the city designates and describes a through street, it shall be the duty of the department of public works to supervise the placing and maintenance of a stop sign on each and every street intersecting such through street or intersecting that portion thereof described and designated

as such by any ordinance of the city, unless traffic at any such intersection is controlled at all times by traffic control signals; provided, however, that at the intersection of two such through streets or at the intersection of a through street and a heavy traffic street not so designated, stop signs shall be erected at the approaches of either of such streets as may be determined by the department director upon the basis of a traffic study.

(Code 2017, § 26-67)

**Sec. 23-77. Establishment of crosswalks and safety zones.**

The director of public works is hereby authorized to:

- (1) Designate and supervise maintenance, by appropriate devices, marks or lines upon the surface of the roadway, of crosswalks at intersections where in the opinion there is particular danger to pedestrians crossing the roadway, and at such other places as the director may deem necessary.
- (2) Establish safety zones of such kind and character and at such places as the director may deem necessary for the protection of pedestrians.

(Code 2017, § 26-68)

**Sec. 23-78. Placement of stop signs at school zones.**

The department of public works shall conspicuously place stop signs bearing the words "Stop School Zone" at the places designated by the council. Such signs shall be of sufficient size to be easily readable at a distance of 100 feet by persons using such streets.

(Code 2017, § 26-69)

**Sec. 23-79. Erection of automatic stop signals at school zones.**

The department of public works may cause to be erected automatically controlled school stop signs in place of movable school stop signs, and all motor vehicles approaching such zone when the automatic signal is in operation and displaying a flashing red light or steady red light shall stop and proceed only when the automatically controlled school stop sign changes to flashing amber or green or yellow.

(Code 2017, § 26-70)

**Sec. 23-80. Painting of curbs or erection of signs prohibiting parking or standing.**

- (a) Where, because of restrictions for visibility and where standing or parked vehicles could constitute a hazard to moving traffic, the director of public works, as traffic conditions require, may cause curbs or portions of streets to be painted with a yellow or orange color, or erect "No Parking or Standing" signs prohibiting parking or standing, and it shall be unlawful for the operator of any vehicle to stand or park a vehicle in an area so painted or signposted.
- (b) Immediately upon causing curbs to be painted or signs erected, the director shall notify the council in writing of the director's action, setting forth the area painted or posted and the reasons therefor. The council, at the next regular meeting, shall approve the actions of the director, or refuse to approve the actions and order the signs or the paint removed.
- (c) The city council may also, on its own motion, by ordinance, as traffic conditions require, prohibit parking on certain streets; and when the council has so determined the director shall cause curbs to be painted or signs to be posted as directed.

(Code 2017, § 26-71)

**Sec. 23-81. Regulation of parking adjacent to schools.**

- (a) The department of public works is hereby authorized to erect signs indicating no parking upon either or both sides of any street adjacent to any school property when such parking would, in its opinion, interfere with traffic or create a hazardous situation.
- (b) When official signs are erected indicating no parking upon either side of a street adjacent to any school property as authorized in this section, no person shall park a vehicle in any such designated place.

(Code 2017, § 26-72)

**Sec. 23-82. Establishment of temporary no parking zones and one-way streets.**

- (a) The chief of police and director of public works, or persons designated by them, are hereby authorized to prohibit parking on streets within the city on a temporary basis and to establish temporary one-way traffic on streets to expedite traffic when a special event or unusual circumstance occurs in the city which creates an unusually large volume of traffic which, in the opinion of the chief of police, director of public works or others authorized by them, creates hazards to traffic and pedestrians.
- (b) Whenever the chief of police, director of public works or persons authorized by them shall temporarily prohibit parking on a street or temporarily establish one-way traffic on a street, they shall cause appropriate notice to be given with a means of notice reasonably calculated to give notice to operators of motor vehicles of the prohibited parking or the one-way traffic movement. Such notice may be by special signs or by a temporary alteration of the existing signs or signing method which may be deemed appropriate, or by direction of individuals authorized by the chief of police to direct such traffic and such parking.

(Code 2017, § 26-73)

**Sec. 23-83. Marking of parking spaces.**

- (a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking meter zones designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.
- (b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

**Sec. 23-388. Prohibited parking during snow removal.**

- (a) Whenever the mayor or director of public works or the director's designee finds on the basis of excess accumulation of snow, that weather conditions have created or are likely to create hazardous road and driving conditions which will impede or are likely to impede movement of fire, health, police, emergency or other vital vehicular traffic, the mayor or director of public works or the director's designee may declare a snow emergency, and declare that snow removal from priority streets shall begin and shall prohibit parking or stopping of vehicles on designated snow removal routes. While the snow emergency is in effect, no person shall park, abandon or leave unattended any vehicle

upon any snow removal route or portion of such route, as designated as such by subsection (d) of this section. Each street designated as a snow removal route shall be marked with signs displaying the words, "Emergency Snow Route." A snow removal parking ban shall continue from its declaration through the duration of the snow storm, and until the mayor or director of public works or the director's designee issues notice that the snow emergency is at an end. The public will be notified via local radio, television and newspaper when the snow emergency begins and is concluded. The parking prohibition on snow removal routes shall not go into effect until two hours after the snow emergency has been declared in accordance with this section. Termination of the parking prohibition shall be effective immediately upon the announcement that the snow emergency is at an end.

- (b) When it is declared that snow removal operations are to begin, it shall be unlawful for the driver of any vehicle to impede or block traffic on designated snow removal routes.
- (c) Any police officer of the city police operations division, including duly authorized volunteer officers, or the director of public works or the director's designee shall be authorized to cause the towing of vehicles blocking traffic or parking on designated snow removal routes during snow removal operations in violation of this section. The owner of the vehicle shall pay the costs of towing and storage occasioned by the removal of the vehicle as provided herein. In addition any police officer of the city police operations division, including duly authorized volunteer officers, the director of public works or the director's designee shall be authorized to issue parking tickets for violations of this section, parking on designated snow removal routes during snow removal operations.
- (d) Priority snow removal routes are designated as follows:

Street	Portion Where Parking Prohibited
Second Street	From State Street to Franklin Street
Third Street	From State Street to Franklin Street
Fourth Street	From State Street to Washington Street
Fifth Street	From State Street to Washington Street
Sixth Street	From State Street to Clay Street
18th Street (West)	From College Street to Hudson Road
23rd Street	From College Street to Merner Avenue
Clay Street	From First Street to Sixth Street
College Street	From University Avenue to 18th Street
Division Street	From Eighth Street to 12th Street

Franklin Street	From Sixth Street to First Street
Main Street	From First Street to Sixth Street
Orchard Drive	From South Main Street to Cedar Heights Drive
State Street	From First Street to Sixth Street
Walnut Street	From First Street to 18th Street
Washington Street	From First Street to Sixth Street

- (e) Special penalty. Any person violating this parking ban shall be fined \$25.00 for each offense, in addition to the costs of towing and storage.
- (f) In any proceeding for violation of this section, the registration plates displayed on a motor vehicle involved in such violation shall constitute in evidence a prima facie presumption that the registered owner of such motor vehicle was the person who parked or placed such motor vehicle at the point where such violation occurred.

(Code 2017, § 26-281; Ord. No. 2679, § 1, 3-9-2009; Ord. No. 2855, § 1, 10-19-2015)

*Section 8.* Section 24-6, Relocation of Utility Facilities Underground, of Article I, In General, of Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and new Section 24-6 is enacted in lieu thereof, as follows:

**Sec. 24-6. Relocation of utility facilities underground.**

- (a) Assessment of utilities.
  - (1) Upon adoption of the ordinance from which this article is derived and periodically thereafter, but at intervals of not more than four years, the director of public works of the city, in consultation with the general manager of the city utilities, shall assess the condition of aboveground electric, telephone, cable or video systems, internet or other telecommunications utilities facilities, including poles, guy wires, lines, and other aboveground infrastructure within the city.
  - (2) At intervals of not more than four years from and after adoption of the ordinance from which this article is derived, the general manager of the city utilities shall submit a proposed long-range, underground and aboveground master plan or plans of the city utilities infrastructure to the director of public works of the city. Such plan or plans shall designate the locations within the city where then-existing and future planned city utilities infrastructure should be placed underground, or should remain or be placed overhead. Such plan or plans shall be based upon factors such as the age, size, type and condition of the then-existing and future planned utilities infrastructure; city and/or city utilities plans to reconstruct streets, sidewalks, sanitary and storm sewer facilities, and other public infrastructure along city streets; the age, size and condition of trees along the public right-of-way; whether the public right-of-way lies within the 500-year flood level; the available width of public right-of-way for installation and maintenance of city utilities

lines and service boxes; appropriateness of placement, installation and maintenance of high-voltage and/or high-amperage electric lines and related facilities; the availability of federal or state disaster-related grants or funds to replace aboveground utilities infrastructure that may be conditioned upon such replacement infrastructure being placed either aboveground or underground; and other relevant factors, including, without limitation, matters relating to public safety, health, welfare, convenience, aesthetics, economy, energy conservation, and availability of services.

- (3) After submission of such plan, consultation with the general manager of the city utilities regarding such plan, and such investigation as shall be determined appropriate by the director of public works of the city, said long-range plan or plans may be approved by the director of public works of the city, in whole or in part, or may be modified in whole or in part, as deemed appropriate by such directors. After such long-range plan or plans have been reviewed, approved, and/or modified, in whole or in part, such plan or plans shall serve as the guide for installation of city utility facilities and infrastructure either aboveground, or underground, as the case may be, within the city, for the subsequent four-year period.
- (b) When the director of public works of the city reasonably determine that the aboveground utilities facilities in a particular block or blocks of the city should be relocated underground, by reason of the age and condition of the aboveground utilities infrastructure, city and/or city utility plans to reconstruct streets, sanitary and storm sewer facilities and other public infrastructure along streets, the age, size and condition of trees along the public right-of-way, or other relevant factors, including without limitation public safety, health, welfare, convenience, aesthetics, economy, energy conservation, and availability of services, the director of public works shall cause a written notice to be sent by certified mail to each public utility whose services make use of any of the aboveground utilities infrastructure in that particular block or blocks of the city. Such notice shall be given at least 180 days prior to the date work installing such utilities facilities underground shall commence. The notice shall include an order that the identified facilities shall be removed from poles and placed underground as provided in this chapter. The notice shall provide a date certain by which time the facilities must be placed underground. The director of public works shall coordinate a meeting among all affected public utilities, to plan for the work necessary to install all such utilities facilities underground. To the maximum extent practicable, the city shall endeavor to cause all of such utilities providers to install their utilities facilities underground in a common trench, and at the same time, in order to minimize disruption in the public right-of-way, and to cause said utilities facilities to be installed underground in the most economically feasible manner for both the city and for all such public utility providers. Any facility not placed underground in a common trench must nonetheless be placed underground in a location consistent with city allocation of uses of the right-of-way as approved by the director of public works. In directing placement of facilities underground, the director may exempt facilities or portions of facilities that cannot be undergrounded safely or without adversely affecting the reliability or functionality of such facilities or portions of such facilities.
- (c) The city director shall ensure that the decision to relocate the utility facilities underground in such area and any exemptions granted, are made in an open, comparable, non-discriminatory and competitively neutral basis among the public utility providers.
- (d) If any utility provider objects to the determination of the city to cause said utilities' facilities to be installed underground, such utility provider shall file a written notice of appeal with the city council, by filing the notice of appeal with the city clerk, within 90 days of the date the notice to install the facilities underground is mailed to such utility provider. The city council, or the administration committee of the city council, as the case may be, shall hold a hearing on the petitioner's appeal within 60 days of the date of receipt of the notice of appeal. The petitioner may present written and oral evidence at the hearing in support of its appeal, and may be represented by counsel at its own expense. The city director of public works along with any other appropriate witnesses shall appear at the hearing, and shall present written and oral evidence in support of the notice to require the utilities' facilities to be installed underground, and shall be represented by the city attorney. At the conclusion of the hearing, the city council, or the administration committee of the city council, as the case may be, shall close the hearing, and shall issue a written decision on the appeal within 20 days of the date of closing of the hearing on the appeal.

- (e) In considering the appeal, the city council or administration committee, as the case may be, shall determine whether the decision of the director of public works complies with the purposes stated in this chapter, and if there is a reasonable factual basis for the determination of said official that the public utilities facilities in the area in question should, in the interests of public safety, health, welfare, convenience, aesthetics, economy, energy conservation, reliability of services and other relevant factors, be relocated underground; and whether the decision of said official regarding the relocation of the utilities facilities underground has been exercised in an open, comparable, non-discriminatory and competitively neutral basis among all such public utility providers.

(Code 2017, § 27-6; Ord. No. 2717, § 1, 9-13-2010; Ord. No. 2791, § 1, 4-22-2013)

INTRODUCED: \_\_\_\_\_ May 6, 2019  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 6, 2019  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

**ORDINANCE NO. 2942**

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1)**. SUBSECTION 15-2(20), NUISANCE DEFINED; CERTAIN ACTS, CONDITIONS DECLARED AS NUISANCES, OF ARTICLE I, IN GENERAL, OF CHAPTER 15, NUISANCES; **(2)**. SECTION 17-40, SUPERVISION; APPOINTMENT OF ARBORIST SUPERVISOR, SECTION 17-41, DUTIES OF ARBORIST SUPERVISOR, SECTION 17-42, ACTING ARBORIST SUPERVISOR, OF DIVISION 2, ARBORIST SECTION; AND SECTION 17-75, SUPERVISION; APPOINTMENT OF CEMETERY SUPERVISOR, SECTION 17-86, CARE OF CEMETERY LOTS, SECTION 17-88, PLANTING OF TREES, SHRUBS, ETC., ON CEMETERY LOTS, AND SECTION 17-89, CUTTING OR REMOVAL OF TREES AND SHRUBS IN CEMETERIES, OF DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION; **(3)**. SECTION 17-231, PERMIT FOR PLANTING, TRIMMING OR OTHER WORK, SECTION 17-232, TREE TRIMMER'S LICENSE, SECTION 17-236, FASTENING SIGNS, WIRES, ETC., SECTION 17-237, DEPOSIT OR STORAGE OF MATERIALS IMPEDING PASSAGE OF WATER AND AIR TO ROOTS, SECTION 17-245, FAILURE TO DESTROY INFECTED TREES OR WOOD; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION; **(4)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

*Section 1.* Subsection 15-2(20), Nuisance Defined; Certain Acts, Conditions Declared As Nuisances, of Article I, In General, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Subsection 15-2(20) is enacted in lieu thereof, as follows:

**Sec. 15-2. Nuisance defined; certain acts, conditions declared as nuisances.**

Whatever is injurious to the senses or an obstruction to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property by the public or

community shall be deemed a nuisance. Nuisances shall include, but shall not be limited to, the following:

\* \* \*

- (20) Trees infected with infectious disease as identified by the city arborist or operations and maintenance division manager; or any dead, diseased or damaged trees or plant materials which may harbor serious insect or disease pests or disease injurious to other trees or plant materials, or any healthy tree in such a state of deterioration that any part of such tree is likely to fall and damage property or cause injury to persons. The stump of any tree that is removed must be cut flush with ground level, unless the stump is made into a decorative, tasteful yard element.

*Section 2.* Section 17-40, Supervision; Appointment of Arborist Supervisor, Section 17-41, Duties Of Arborist Supervisor, Section 17-42, Acting Arborist Supervisor, of Division 2, Arborist Section; and Section 17-75, Supervision; Appointment Of Cemetery Supervisor, Section 17-86, Care of Cemetery Lots, Section 17-88, Planting of Trees, Shrubs, Etc., on Cemetery Lots and Section 17-89, Cutting or Removal of Trees and Shrubs in Cemeteries, of Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-40, 17-41, 17-42, 17-75, 17-86, 17-88, and 17-89 are enacted in lieu thereof, as follows:

**Sec. 17-40. Supervision; appointment of arborist.**

The arborist section of the public works department, operations and maintenance division, shall be under the control of the arborist, who shall be appointed by the operations and maintenance manager of the public works department, and be directly responsible to the public works and parks supervisor.

(Code 2017, § 20-91; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-41. Duties of arborist .**

The arborist shall have the following duties and responsibilities under the supervision of the public works and parks supervisor:

- (1) To cause, unless otherwise provided, the provisions of this division to be enforced.
- (2) To direct, regulate and control the planting, caring for and removing of all trees and shrubs growing in the streets, parks or other public places in the city.
- (3) To advise the owners and occupants of private property regarding the kind, culture, care and disposal of any tree or shrub within the city limits.

(Code 2017, § 20-92; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-42. Acting arborist.**

In the absence of the arborist, the duties and responsibilities of the arborist enumerated in this division shall be those of a designee appointed by the operations and maintenance division manager.

(Code 2017, § 20-93; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-75. Supervision; appointment of cemetery supervisor.**

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-86. Care of cemetery lots.**

- (a) *Persons authorized to care for lots.* No person, other than the owner or his heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot; but all lots for the care of which no provision has been made by a deposit in the permanent care fund shall be properly cared for by the duly authorized cemetery supervisor under the direction of the operations and maintenance division manager.
- (b) *Lots provided for by deposit for permanent care.* All cemetery lots, the care of which is provided for by a deposit in the permanent care fund, shall be especially under the charge of the cemetery supervisor, who shall properly seed or sod the lots as often as required, keep them mowed during the entire growing season, cut all grass around any marker or monument, and at all times keep such lots in a clean and attractive condition.
- (c) *Special assessment.* A special assessment in accordance with the rates adopted by the council by resolution therefor shall be made against each and every occupied cemetery lot in a cemetery, where no other provision has been made for the care of the lot, payable at the office of the city clerk, without notice, on or before May 1 of each year. Such assessment shall be delinquent on October 1 following, at which date a penalty of 25 percent shall be added. No further burials shall be made on any lot on which an assessment is due until the assessment, with all penalties, has been paid in full.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-88. Planting of trees, shrubs, etc., on cemetery lots.**

No tree, vine, shrub or other living thing shall be planted on any cemetery lot, except under the supervision and with the permission of the cemetery supervisor or the operations and maintenance division manager. If planted without such permission, the tree, vine, shrub or other living thing may be removed by the cemetery supervisor without notice.

(Code 2017, § 20-119; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-89. Cutting or removal of trees and shrubs in cemeteries.**

No person shall cut down or remove any trees and shrubs naturally growing in a cemetery without the consent of the cemetery supervisor or the operations and maintenance division manager.

(Code 2017, § 20-120; Ord. No. 2823, § 1, 6-23-2014)

*Section 3.* Section 17-231, Permit For Planting, Trimming or Other Work, Section 17-232, Tree Trimmer's License, Section 17-236, Fastening Signs, Wires, Etc., Section 17-237, Deposit or Storage of Materials Impeding Passage of Water And Air To Roots, Section 17-245, Failure To Destroy Infected Trees or Wood; Destruction By City, of Article VI, Trees And Shrubs, of Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-231, 17-232, 17-236, 17-237 and 17-245 are enacted in lieu thereof, as follows:

**Sec. 17-231. Permit for planting, trimming or other work.**

- (a) *Required.* No person shall plant, move, spray, fertilize, brace, trim, cut above or below ground or otherwise disturb any tree or shrub in any street, park or other public place in the city, or cause such action to be done by others, without first obtaining a written permit from the operations and maintenance division manager, who shall issue the permit if, in the judgment of the division manager, the desired work is necessary and the proposed method and workmanship thereof are of satisfactory nature; provided that a permit will not be required for the trimming or maintaining of shrubbery growing on any street, park or other public place if such shrubbery does not constitute a public nuisance.
- (b) *Bond.* The operations and maintenance manager or arborist supervisor may demand the posting of bond or insurance before the permit is granted. Such bond or insurance shall be of sufficient amount to reasonably cover any damages that may occur to life or property while the provisions of the permit are being carried out.
- (c) *Contents.* Every permit granted in accordance with this section by the operations and maintenance manager shall describe the work to be done and the estimated cost, define the species, sizes and locations of all trees and shrubs concerned, and contain a definite date of expiration.
- (d) *Violation of terms.* Any permit may be declared void if the terms are violated.

(Code 2017, § 20-248)

**Sec. 17-232. Tree trimmer's license.**

- (a) *Required; issuance.* No person shall engage in the business of removing, cutting or trimming of trees or shrubbery in the city without first being granted a license as a tree trimmer. Such license shall allow the removing, cutting and trimming of shade trees over 30 feet in height standing in any street or other public or private place in the city, upon payment of an annual license fee of such amount as is established by resolution of the city council from time to time, which shall become due and payable on January 1 of each year.
- (b) *Bond.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall deposit with the city clerk a good and sufficient bond or evidence of insurance of such amount as is established by the city council from time to time, conditioned that such person

will faithfully comply with the provisions of this article, and further conditioned to indemnify, save and keep harmless the city and its officers from any and all claims, damages and losses and actions by reason of any acts or things done under or by authority or permission granted in this section.

- (c) *Proof of workers' compensation.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall furnish satisfactory evidence to the arborist or operations and maintenance manager that the workers employed by him are covered by a suitable workers' compensation policy according to the laws of the state.
- (d) *Certificate of general liability insurance.* Any person, before engaging in the business or occupation of removing, cutting or trimming trees in the city, shall file with the city clerk a certificate of general liability insurance written by a company authorized to transact business in the state, in limits for property damage and for a combined single limit for any person, in amounts established by the city council from time to time, said certificate to be written on a standard form and carrying an endorsement naming the city and its employees as additional insureds as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules and regulations of the city. It shall be a further condition of said certificate of insurance that the obligator will hold the city harmless from any and all damages sustained by reason of neglect or incompetency on the part of such contractor, his agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate. Said certificate of insurance shall be issued on or before engaging in the business or occupation described above and shall be refilled annually and kept in continuous full force and effect. That it is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it be trade name, corporation, or other business association or arrangement with which the principal is associated.

(Code 2017, § 20-249; Ord. No. 2181, §§ 1, 2, 3-24-1997; Ord. No. 2421, § 1, 3-10-2003; Ord. No. 2443, § 1, 8-25-2003)

**Sec. 17-236. Fastening signs, wires, etc.**

No person shall fasten any sign, box, wire, rope or other material to, around or through any tree or shrub in any street, park or other public place in the city, except by permission of the arborist or operations and maintenance manager, or when such materials are designed to preserve such tree or shrub and have been placed under a permit granted by the arborist.

(Code 2017, § 20-253)

**Sec. 17-237. Deposit or storage of materials impeding passage of water and air to roots.**

No person shall deposit, place, store or maintain upon any street, park or other public place in the city any stone, brick, sand, concrete or other material which will impede the free passage of water, air and fertilizer to the roots of any tree or shrub growing therein, except by the permission of the arborist or operations and maintenance division manager, or when such materials are designed for the construction of sidewalks, paving, gutters or other public improvements and have been placed under a permit granted by the city or some department thereof.

(Code 2017, § 20-254)

**Sec. 17-245. Failure to destroy infected trees or wood; destruction by city.**

- (a) Each day a nuisance shall continue, after notice from the operations and maintenance division manager or his designee to abate the nuisance within the period set forth in subsection (b) of this section, shall constitute a separate offense. Such notice shall be given and shall be deemed complete when delivered to such owner, lessee or other person in control of such lot or tract of land, or by sending such notice to the owner, lessee or other person in control of such lot or tract of land, by the United States registered mail, addressed to the owner, lessee or other person in control of such lot or tract of land at his last known address.
- (b) If an owner, lessee or other person in control of a lot or tract of land upon which a nuisance exists fails to remove or destroy a tree or wood infected with Dutch elm disease or other disease or Elmwood with bark not removed, and the roots thereof, as directed by the operations and maintenance division manager, within ten days after notice from the operations and maintenance division manager to do so, the operations and maintenance division manager, without prejudice to the penalty provided in this article, shall effect removal at the expense of such person. The cost thereof shall be assessed in accordance with Iowa Code § 364.12(3)(b), (3)(h).

(Code 2017, § 20-261)

INTRODUCED: \_\_\_\_\_ May 6, 2019 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 6, 2019 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019 \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**ORDINANCE NO. 2943**

AN ORDINANCE REPEALING THE FOLLOWING SECTIONS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATION AS THOSE REPEALED: **(1)**. SECTION 2-475, OF DIVISION 1, GENERALLY, AND SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND SECTION 2-918, DIRECTOR OF PUBLIC SAFETY SERVICES—GENERALLY, OF DIVISION 1, GENERALLY, AND SECTION 2-987, FIRE CHIEF, OF DIVISION 3, FIRE OPERATIONS DIVISION, OF ARTICLE VIII, DEPARTMENT OF PUBLIC SAFETY SERVICES, ALL CONTAINED IN CHAPTER 2, ADMINISTRATION; **(2)**. SUBSECTION 12-27(a), MEMBERSHIP; APPOINTMENT OF MEMBERS; TERM OF OFFICE; AND QUALIFICATIONS, OF ARTICLE II, HUMAN RIGHTS COMMISSION, OF CHAPTER 12, HUMAN RELATIONS; **(3)**. SECTION 15-80, ENFORCEMENT OF ARTICLE, OF ARTICLE III, NOISE, OF CHAPTER 15, NUISANCES; **(4)**. SECTION 17-140, POWERS AND DUTIES OF BOARD, OF ARTICLE III, ART AND CULTURE CENTER BOARD; AND SECTION 17-304, DIRECTOR OF MUNICIPAL OPERATIONS AND PROGRAMS TO SERVE AS EX-OFFICIO MEMBER OF BOARD AND SECTION 305, POWERS AND DUTIES OF BOARD, OF ARTICLE VIII, VISITORS AND TOURISM BOARD; AND SECTION 17-332, MEMBERSHIP OF BOARD; APPOINTMENT OF MEMBERS, AND SECTION 17-337, POWERS AND DUTIES OF BOARD, OF ARTICLE IX, COMMUNITY CENTER AND SENIOR SERVICES BOARD, ALL CONTAINED IN CHAPTER 17, PARKS AND RECREATION; **(5)**. SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES; **(6)**. SECTION 24-38, WATER RECLAMATION DIVISION, AND SECTION 24-41, GENERAL RENTAL FEES, OF DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, AND SECTION 24-274, MONITORING OF DISCHARGES, OF ARTICLE IV, ILLICIT DISCHARGE DETECTION AND ELIMINATION, ALL CONTAINED IN CHAPTER 24, UTILITIES; **(7)**. SUBSECTION 26-62(f), APPEALS,

OF DIVISION 2, BOARD OF ADJUSTMENT, OF ARTICLE II, ADMINISTRATION AND ENFORCEMENT; AND SECTION 26-190, P PUBLIC ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING; **(8)**. CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

*Section 1.* Section 2-475, of Division 1, Generally, and Section 2-537, Information Systems Manager, of Division 3, Information Systems Division, of Article V, Department of Finance And Business Operations; and Section 2-918, Director Of Public Safety Services—Generally, of Division 1, Generally, and Section 2-987, Fire Chief, of Division 3, Fire Operations Division, of Article VIII, Department of Public Safety Services, All Contained In Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 2-475, 2-537, 2-918 and 2-987 are enacted in lieu thereof, as follows:

**Sec. 2-475. Director of finance and business operations—Generally.**

- (a) *Appointment.* The director of finance and business operations shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city council approval.
- (b) *Powers and duties.*
- (1) The director of finance and business operations shall be the chief finance officer (CFO) of the city and shall supervise, direct and manage the conduct of the following divisions:
    - a. Public records.
    - b. Financial services.
    - c. Legal services.
    - d. Information systems.The director of finance and business operations shall also supervise, direct, manage and act as liaison to, the library and community center/senior services division.
  - (2) The director is empowered to exert supervisory and management control over each division and is empowered to appoint a controller/city treasurer, and information systems manager, and a city attorney and to recommend to the city administrator, city council, and mayor a city clerk for yearly appointment as division heads. Each division head is individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her division. The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city, the city administrator, the mayor, the city council and each department with a full range of support services. The director peremptorily may suspend, demote or discharge any subordinate for any lawful reason.
  - (3) The director shall be responsible for the preparation and administration of the departmental work program and budgets to ensure that all statutory and subsidiary programs are implemented by the division responsible.
  - (4) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-308; Ord. No. 2825, § 1, 6-23-2014)

**Sec. 2-537. Information systems manager.**

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Duties.* The information systems manager shall supervise, direct and manage the information systems division. The information systems manager's duties shall be as follows:
  - (1) Promulgating orders, rules and regulations for the conduct and guidance of the members of the information systems division within the parameters of departmental policy.
  - (2) Making an annual report of the activities of the division for each fiscal year, the report to be filed with the finance and business operations director.
  - (3) Assigning the personnel of the information systems division as deemed necessary to carry out the functions of the information systems division, and prescribing rules and regulations for the conduct and management of the division consistent with the department's policies.
  - (4) Providing computer maintenance and operations support to all departments through the city mainframe computer, file servers, network infrastructure, personal computers and all related peripheral equipment.
  - (5) Coordinating the purchase and usage of all computer hardware and software in compliance with administrative policy to ensure system integrity.
  - (6) Managing the city's communications system, including voice mail system, telecommunications and computer communications.
  - (7) Coordinating a training program which provides employees with the type of education necessary for the functions performed.
  - (8) Coordinating the purchase and usage of video production equipment.
  - (9) Managing the city's government, educational, local origination and public access channels.
  - (10) Coordinating the production of video programs for the government access channel with all city departments.
  - (11) Coordinating the production of video programs for the government and educational access channels with institutions and community organizations outside of the city's operation.
  - (12) Performing or causing to be performed any other duties as directed by the director of finance and business operations.
  - (13) Maintaining and operating police computer and video systems.
  - (14) Maintaining official city maps and keeping the maps in a correct and up-to-date fashion showing new additions, streets, alleys, avenues, public squares, public buildings, bridges, streams and other pertinent objects. The collection of maps shall include, but not be limited to, the city street, plat, zoning, thoroughfare, sewer and ward and precinct maps.

(Code 2017, § 2-353; Ord. No. 2825, § 1, 6-23-2014)

**Sec. 2-918. Director of public safety services—Generally.**

- (a) *Appointment.* The director of public safety services shall be recommended for appointment by the city administrator. The city administrator shall recommend this appointment to the mayor for city

council approval. Such appointment shall be in accordance with all applicable statutory civil service procedures.

(b) *Powers and duties.*

- (1) The director of public safety services shall supervise, direct and manage the conduct of the following divisions:
  - a. Police operations.
  - b. Fire operations.
- (2) The director is empowered to exert supervisory and management control over each division. The director may also serve as either the police chief or the fire chief. The director is empowered to recommend for appointment to the city administrator, and by the city administrator to the mayor, for city council approval, either a deputy director of police operations (police chief) or a deputy director of fire operations (fire chief), who are individually charged by the director to carry out all of the statutory duties mandated by federal, state and local regulations of his or her respective division.
- (3) The director is responsible for the establishment of broad policies related to departmental conduct, procedures and operations, and the formation of programs which provide the citizens of the city with police and fire protection. Said policies and programs shall provide the latitude for each division chief to respond rapidly and effectively during emergencies within the scope of federal, state and local regulations.
- (4) It shall be the duty of the director to cause the enforcement of the laws of the state and the ordinances of the city of which the department takes cognizance. The director shall also be responsible for the control, direction, efficiency, and internal affairs of the department of public safety services and shall have the power and authority to establish and assign programs within the department as is deemed necessary to carry out the functions, objectives and goals of said department mandated by the city council, state or federal government of said department and to proscribe rules, regulations, policies and procedures for the conduct and management of that department as deemed necessary to implement said programs. The director may peremptorily suspend, demote, or discharge any subordinate appointed by the director for any lawful reason.
- (5) The director shall perform all other duties assigned by the city administrator, mayor, and city council and shall be under the direct administrative supervision of the city administrator.

(Code 2017, § 2-628; Ord. No. 2825, § 4, 6-23-2014)

**Sec. 2-978. Fire chief.**

- (a) *Appointment.* If the director of the public safety services department is not the appointed fire chief, a deputy director of fire operations, also known as the fire chief, shall be recommended for appointment by the director of public safety services to the city administrator, and by the city administrator to the mayor, for city council approval. Said deputy director of fire operations shall be directly responsible to the director of public safety services. If the director of the public safety services department is the appointed fire chief, said director shall manage the fire operations division, and shall be directly responsible to the city administrator. All appointments of deputy directors shall be in accordance with all applicable statutory civil service procedures.
- (b) *Powers and duties.* The fire chief shall supervise, direct and manage the fire operations division. The duties shall be as follows:
  - (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the fire operations division within the parameters of that department's policy.
  - (2) To keep a record of all fires, emergency responses or disaster assistance calls that occur during the fiscal year and file the same with the public safety services director.

- (3) To maintain records of all hazardous materials stored, processed and utilized by private and public entities in accordance with federal and state regulations.
- (4) To assign the personnel of the fire operations division, as deemed necessary to carry out its functions; and to prescribe rules and regulations for the conduct and management of the division consistent with the department's policies.
- (5) To peremptorily suspend, demote or discharge any subordinate for neglect of duty, disobedience, misconduct, or failure to properly perform the person's duty in accordance with law and the department's policy.
- (6) To provide and coordinate training programs for the fire operations division related to the division's specialized functions.
- (7) To maintain accurate and complete records for the fire operations division in accordance with federal, state and local regulations.
- (8) To provide a coordinated community relations program which educates the general public with regard to fire prevention and hazardous materials storage, handling and disposal.
- (9) To provide inspection and prevention programs which enforce the International Fire Code and Minimum Rental Housing Code.
- (10) To prepare a fire operations division budget for the public safety services director's review and approval for the city administrator's, mayor's and city council's annual consideration.
- (11) To perform or cause to be performed any other duties as directed by the director of public safety services.
- (12) To make all appointments or promotions for positions in the fire operations division as provided by state statute.
- (13) To administer the city's rental housing inspections program, including the Section 8 housing program, and commercial property inspections program.

(Code 2017, § 2-653; Ord. No. 2825, § 4, 6-23-2014)

*Section 2.* Subsection 12-27(a), Membership; Appointment of Members; Term of Office; And Qualifications, of Article II, Human Rights Commission, of Chapter 12, Human Relations, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Subsection 12-27(a) is enacted in lieu thereof, as follows:

**Sec. 12-27. Membership; appointment of members; term of office; and qualifications.**

- (a) The city human rights commission shall consist of 9 members, appointed by the mayor with the advice and consent of the city council. Appointees subsequent to the initial appointees shall serve for a term of three years, and thereafter until a successor has been appointed. Vacancies shall be filled within 60 days for the remainder of an unexpired term. Appointments shall take into consideration the various racial, religious, economic, cultural, sex, sexual orientation, gender identity, age, physical disability and social groups in the city.

*Section 3.* Section 15-80, Enforcement of Article, of Article III, Noise, of Chapter 15, Nuisances, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 15-80 is enacted in lieu thereof, as follows:

**Sec. 15-80. Enforcement of article.**

It shall be the duty of the chief of police or designee to enforce the provisions of this article.

(Code 2017, § 18-71)

**Section 4.** Section 17-140, Powers and Duties of Board, of Article III, Art and Culture Center Board, and Section 17-304, Director of Municipal Operations and Programs To Serve As Ex-Officio Member of Board; and Section 17-305, Powers and Duties of Board, of Article VIII, Visitors And Tourism Board; and Section 17-332, Membership of Board; Appointment of Members, and Section 17-337, Powers and Duties of Board, of Article IX, Community Center and Senior Services Board, All Contained in Chapter 17, Parks And Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 17-140, 17-304, 17-305, 17-332 and 17-337 are enacted in lieu thereof, as follows:

**Sec. 17-140. Powers and duties of board.**

The city art and culture board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes.
- (2) To develop and provide an art and culture program for the citizens of the city based on the level of financial support provided by the city council and other entities.
- (3) To determine the operations and programming policy for the city art and culture center, which will be administered by the department of community development through the visitors and tourism/cultural programs division manager.
- (4) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.
- (5) Jointly with the director of municipal operations and programs, to evaluate the performance of the visitors and tourism/cultural programs division manager on a yearly basis.
- (6) To make recommendations to the city council regarding the disposition of all gifts, allocations, devices and bequests that may be made in the city for the purpose of establishing, increasing or improving the city art and culture program or the development of the art and culture center. However, when any such gift, donation, devise or bequest is conditioned on any act of the city, the city council must first determine whether such condition can be met.
- (7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the provision of art, theater, music or other cultural services.
- (8) On behalf of the city, to accept gifts or works of art and select or make purchases of pictures, portraits, statuary and relics, and other objects of art, in the original and in replicas or copies, books, periodicals, papers and journals on the subject of art, and furniture, fixtures, stationery and supplies for such art.
- (9) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-163; Ord. No. 2823, § 2, 6-23-2014)

**Sec. 17-304. Director of community development to serve as ex-officio member of board.**

The director of community development shall serve as an ex-officio member of the city visitors and tourism board, without voting privileges.

(Code 2017, § 20-326; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-305. Powers and duties of board.**

The city visitors and tourism board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To develop and provide visitors and tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.
- (3) To enhance the economic development of the city by promoting the city as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.
- (4) To determine the operations and programming policy for visitors and tourism events, that will be administered by the department of community development through the manager of visitors and tourism/cultural programs division.
- (5) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.
- (6) Jointly with the director of municipal operations and programs, to evaluate the performance of the manager of visitors and tourism/cultural programs division on a yearly basis. The board may recommend to the director that the manager of visitors and tourism/cultural programs division be dismissed for cause, incompetency, inattention to duties or failure to provide satisfactory program leadership, following a vote of two-thirds of the board members and compliance with the city's personnel policy and procedures.
- (7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support visitors and tourism services.
- (8) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.
- (9) To recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.
- (10) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-327; Ord. No. 2823, § 3, 6-23-2014)

**Sec. 17-332. Membership of board; appointment of members.**

- (a) Subject to the provisions of subsection (e) of this section, the city community center and senior services board shall be composed of five members, who shall be citizens of the city.

- (b) The members shall be qualified by general knowledge or experience in matters related to senior activities and community social programs.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) In order for the board to reduce to five members, members shall not be reappointed as their terms expire, except to achieve gender balance.

(Code 2017, § 20-330; Ord. No. 2823, § 4, 6-23-2014)

**Sec. 17-337. Powers and duties of board.**

The city community center and senior services board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To recommend to the community center/senior services section of the department of finance and business operations community center and senior services programs for senior citizens of the city based on the level of financial support provided by the city council and other entities.
- (4) Along with the library director, the director of finance and business operations and the city council, determine the operations and programming policy for community center and senior events, which will be administered by the department of finance and business operations through the community center and senior services section.
- (5) Jointly, if requested by the director of finance and business operations, to evaluate the performance of the community center and senior services section on a yearly basis.
- (6) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process for senior services or community center improvements.

(Code 2017, § 20-335; Ord. No. 2823, § 4, 6-23-2014)

*Section 5.* Section 23-41, Collection and Disposition of Money Deposited In Parking Meters, of Division 1, Generally, of Article II, Administration and Obedience, of Chapter 23, Traffic And Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 23-41 is enacted in lieu thereof, as follows:

**Sec. 23-41. Collection and disposition of money deposited in parking meters.**

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of the money deposited in the parking meters of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the container to the city's financial institution so that the funds may be counted and deposited in the city's account.

(Code 2017, § 26-49; Ord. No. 2729, § 1, 2-14-2011)

Section 6. Section 24-38, Water Reclamation Division, and Section 24-41, General Rental Fees, of Division 1, Generally, of Article II, Sewers And Sewage Disposal; and Section 24-274, Monitoring of Discharges, of Article IV, Illicit Discharge Detection And Elimination, All Contained In Chapter 24, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Sections 24-38, 24-41 and 24-274 are enacted in lieu thereof, as follows:

**Sec. 24-38. Water reclamation division.**

The water reclamation division of the department of public works is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of public works.

(Ord. No. 2924, § 27-27, 6-4-2018)

**Sec. 24-41. General rental fees.**

(a) *Monthly rental fee: determination.*

- (1) Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."
- (2) For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

**CITY OF CEDAR FALLS  
SEWER RENTAL FEE SCHEDULE**

Date of Rate Change	Base Rate	Incremental Rate
July 1, 2018	\$18.52 per 200 cubic feet of water used	\$3.32 per 100 cubic feet of water used
July 1, 2019	\$19.45 per 200 cubic feet of water used	\$3.49 per 100 cubic feet of water used
July 1, 2020	\$20.42 per 200 cubic feet of water used	\$3.66 per 100 cubic feet of water used
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payor of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a \$3.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subsection (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subsections (a) and (b) of this section.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subsection (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subsection (a) of this section, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units.
- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subsection (a) of this section. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of public works that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in article II, division 2 of this chapter, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand and total suspended solids, as defined in article II, division 2 of this chapter, for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of public works that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of stormwater to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-201 or 7-202, relating to

discharge of stormwater or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-203.

(Ord. No. 2924, § 27-30, 6-4-2018)

**Sec. 24-274. Monitoring of discharges.**

- (a) The city inspection services manager and/or city engineer, bearing proper credentials and identification, may enter and inspect properties within the city if there is reasonable cause to believe that an illicit discharge to the MS4 is occurring. These inspections may include investigations, monitoring, observation, measurement, enforcement, sampling, and testing, to determine if a suspected discharge is in fact illicit.
- (b) The city inspection services manager or city engineer shall duly notify the owner of said property, or the representative of the owner or other responsible person on site, of the inspection at least 24 hours in advance of the inspection, except as provided in subsection (c) of this section. The inspection shall be conducted at reasonable times during the course of the business day, except as provided in subsection (c) of this section.
- (c) In the event the city inspection services manager or city engineer reasonably believes that discharges from the property into the MS4 may cause an imminent and substantial threat to human health or the environment, the inspection may take place without notice to the owner of the property or a representative on site. The inspector shall present proper credentials upon reasonable request by the owner or the owner's representative when contacted.
- (d) Upon refusal by any property owner to permit an inspector to enter a site or continue an inspection, the inspector shall terminate the inspection or confine the inspection to areas to which no objection is raised. The inspector shall immediately report the refusal, and the grounds of the refusal, to the inspection services manager or city engineer. The city inspection services manager or city engineer may seek appropriate compulsory process in accordance with law.
- (e) The city inspection services manager and/or city engineer shall have the right to place such devices on the property as are reasonably necessary, in the discretion of the inspection services manager or city engineer, to conduct monitoring and/or sampling of discharges.

(Code 2017, § 27-213; Ord. No. 2570, § 1, 2-13-2006)

*Section 7.* Subsection 26-62(f), Appeals, of Division 2, Board of Adjustment, of Article II, Administration And Enforcement; and Section 26-190, P Public Zoning District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Subsection 26-62 and new Section 26-190 are enacted in lieu thereof, as follows:

**Sec. 26-62. Appeals.**

- (f) In exercising the powers mentioned in this section, the board may, in conformity with the provisions of law, reverse or affirm, wholly or partly, or modify the order, requirement, decision or determination as it believes proper, and to that end shall have all the zoning administration powers of the department of community development. The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision

or determination of the department, or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter; provided, however, that the action of the board shall not become effective until after the resolution of the board, setting forth the full reason of its decision and the vote of each member participating therein, has been spread upon the minutes. Such resolution, immediately following the board's final decision, shall be filed in the office of the board, and shall be open to public inspection.

(Ord. No. 2922, § 1(29-59), 5-7-2018)

**Sec. 26-190. P Public Zoning District.**

The P Public Zoning District is reserved exclusively for structures and uses of land owned by the federal government, the state, the county, the city, and the Cedar Falls Community School District. Although such publicly-owned property is generally exempt from city zoning regulations and requirements, it is expected that such governmental authorities shall cooperate with the city's department of community services to encourage structures on and uses of public land which shall be compatible with the general character of the area in which such public property is located. The public zoning district classification also serves as notice to those owning or purchasing land in proximity to publicly-owned land, which is not generally subject to the regulations contained in this division.

(Ord. No. 2922, § 1(29-169), 5-7-2018)

INTRODUCED: \_\_\_\_\_ May 6, 2019  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 6, 2019  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**ORDINANCE NO. 2944**

AN ORDINANCE (1) REPEALING SECTION 2-574, PARKING ENFORCEMENT AND ADMINISTRATION SECTION, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-574, PARKING ENFORCEMENT AND ADMINISTRATION SECTION; AND (2) REPEALING SECTION 23-23, PENALTY FOR VIOLATION OF ARTICLE, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 23-23, PENALTY FOR VIOLATION OF ARTICLE.

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

1. *Section 1.* Section 2-574, Parking Enforcement and Administration Section, of Division 4, Public Records Division, of Article V, Administration, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-574, Parking Enforcement and Administration Section is enacted in lieu thereof, as follows:

**Sec. 2-574. - Parking enforcement and administration section.**

- (a) The parking enforcement and administration section of the public records division of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the parking enforcement and administration section of the public records division to provide a full range of parking enforcement and administration services dealing with parking enforcement equipment and other parking facilities, and related parking enforcement provisions.
- (c) The duties of the parking enforcement and administration section shall be as follows:
  - (1) To provide for enforcement and collection of all parking enforcement equipment locations and other parking facilities, and repair of equipment.
  - (2) Subject to the approval of the council, the city clerk shall appoint parking enforcement personnel on a full-time or part-time basis, to be compensated from parking enforcement and administration section funds.
  - (3) To maintain all parking enforcement equipment and other parking facilities and related administration records, and handle all parking receipts and disbursements.
  - (4) To enforce and administer all of the provisions of division 2, parking enforcement districts, equipment, operations and facilities, of article IV, stopping, standing and parking, of chapter 23, traffic and motor vehicles, and any other duties and responsibilities assigned to said section by the director of finance and business operations or the city council.

(Code 2017, § 2-375; Ord. No. 2825, § 1, 6-23-2014)

2. Section 2. Section 23-23, Penalty for Violation of Article, of Division 1, Generally, of Article II, Administration and Obedience, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-23, Penalty for Violation of Article, is enacted in lieu thereof, as follows:

**Sec. 23-23. Penalty for violation of article.**

- (a) It is a simple misdemeanor for any person to do any act forbidden or to fail to perform any act required by any of the provisions of this chapter.
- (b) Every person convicted of a simple misdemeanor for a violation of any of the provisions of this chapter for which another penalty is not provided shall be punished as provided in section 1-8.
- (c) The department of public works shall post signs informing motorists that the scheduled fine for committing a moving traffic violation on a road construction zone is doubled or is \$100.00, whichever is less. Notwithstanding subsections (a) and (b) of this section, the scheduled fine for any moving traffic violation provided in this chapter shall be doubled or shall be set at \$100.00, whichever is less, if the violation occurs within a road construction zone as defined in section 23-2.

(Code 2017, § 26-31; Ord. No. 1943, § 23, 5-13-1991; Ord. No. 2036, § 2, 11-22-1993)

INTRODUCED: \_\_\_\_\_ May 20, 2019  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

**ORDINANCE NO. 2945**

AN ORDINANCE **(1)** REPEALING ARTICLE I, IN GENERAL, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE I, IN GENERAL; AND **(2)** REPEALING ARTICLE IV, STANDING, STOPPING AND PARKING, INCLUDING DIVISION 1, GENERALLY, AND DIVISION 2, PARKING METERS AND OTHER PARKING FACILITIES, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE IV STANDING, STOPPING AND PARKING, INCLUDING NEW DIVISION 1, GENERALLY, AND NEW DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES; AND **(3)** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

*Section 1.* Article I, In General, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Article 1, In General, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

**Sec. 23-1. Purpose of chapter.**

The purpose of this chapter is to regulate traffic and the use of the streets of the city, and to provide for the enforcement of the traffic regulations.

(Code 2017, § 26-2)

**Sec. 23-2. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alley* means a thoroughfare laid out, established and platted as such by the council.

*All-terrain vehicle* means a motor vehicle designed to travel on three or more wheels and designed primarily for off-road recreational use but not including farm tractors or equipment, construction equipment, forestry vehicles, or lawn and grounds maintenance vehicles.

*Authorized emergency vehicle* means vehicles of the fire operations division, police vehicles, ambulances and emergency vehicles owned by the United States, this state or any subdivision of this state or any municipality therein, and such privately owned ambulances, rescue or disaster vehicles as are designated or authorized by the director of transportation under Iowa Code § 321.451.

*Bicycle* means either of the following:

- (1) A device having two wheels and having at least one saddle or seat for the use of a rider which is propelled by human power; or
- (2) A device having two or three wheels with fully-operable pedals and an electric motor of less than 750 watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than 20 miles per hour.

*Business district* means the territory contiguous to and including a street or highway when 50 percent or more of the frontage thereon for a distance of 300 feet or more is occupied by buildings in use for business.

*Crosswalk* means that portion of a roadway ordinarily included within the prolongation or connection of the lateral lines of sidewalks at intersections, or any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

*Curb loading zone* means a space adjacent to a curb or reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

*Driver's license* means any license or permit issued to a person to operate a motor vehicle on the streets of this city or on the highways of this state, including, but not limited to, a temporary restricted or temporary license or intermediate license and an instruction, chauffer's instruction, commercial driver's instruction, or temporary permit.

*Electric personal assistive mobility device* means a self-balancing, non-tandem two-wheeled device powered by an electric propulsion system that averages 750 watts and is designed to transport one person, with a maximum speed on a paved level surface of less than 20 miles per hour. The maximum speed shall be calculated based on operation of the device by a person who weighs 170 pounds when the device is powered solely by the electric propulsion system. The term "electric personal assistive mobility device" does not include an assistive device as defined in Iowa Code § 216E.1.

*Farm tractor* means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines and other implements of husbandry.

*Frontage occupied by the building* means the linear measure of the plot of ground upon which the building is located abutting upon the street or highway.

*Frontage on a highway for a distance of 300 feet or more* means the total frontage on both sides of the highway for such distance.

*Intersection* means the area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two streets or highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets or highways joining at any other angle may come in conflict.

*Laned highway* means a highway, the roadway of which is divided into three or more clearly marked lanes for vehicular traffic.

*Light delivery truck, panel delivery truck or pickup* means any motor vehicle designed to carry merchandise or freight of any kind not to exceed 2,000 pounds.

*Motor truck* means every motor vehicle designed primarily for carrying livestock, merchandise, freight of any kind or over nine persons as passengers.

*Motor vehicle* means every vehicle which is self-propelled and not operated upon rails.

*Motorcycle* means every motor vehicle having a saddle or seat for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including a motor scooter, but excluding a tractor, an autocycle and a motorized bicycle.

*Motorized bicycle* means a motor vehicle having a saddle or a seat for the use of a rider designed to travel on not more than three wheels in contact with the ground and not capable of operating at a speed in excess of 39 miles per hour on level ground unassisted by human power.

*New car* means a car which has not been sold at retail, as the term "at retail" is defined in Iowa Code ch. 322.

*Nonresident* means every person who is not a resident of the state.

*Official traffic control devices* means all signs, signals, markings and devices not inconsistent with this chapter placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

*Official traffic control signal* means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

*Operator or driver* means every person who is in actual physical control of a motor vehicle upon a street or highway.

*Owner* means a person who holds the legal title of a vehicle, or, if a vehicle is the subject of a security agreement with an immediate right of possession vested in the debtor, then such debtor shall be deemed the owner. *Park* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

*Parking enforcement personnel* means a parking attendant, police officer, public safety officer, code enforcement personnel or any other person designated by the city council.

*Pedestrian* means any person afoot.

*Period of a periodic quantity* means the smallest increment of time for the function to repeat itself.

*Person* means every natural person, firm, copartnership, association or corporation. Where the term "person" is used in connection with the registration of a motor vehicle, it shall include any corporation, association, copartnership, company, firm or other aggregation of individuals which owns or controls such motor vehicle as actual owner or for the purpose of sale or for renting, whether as agent, salesman or otherwise.

*Police officer* means every officer of the city police operations division or any officer authorized to direct or regulate traffic or make arrests for violations of traffic regulations.

*Private road or driveway* means every way or place in private ownership and used for vehicular travel by the owner and those having expressed or implied permission from the owner but not by other persons.

*Railroad* means a carrier of persons or property upon cars operated upon stationary rails.

*Railroad sign or signal* means any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

*Railroad train* means an engine or locomotive with or without cars coupled thereto, operated upon rails.

*Residence district* means the territory within the city contiguous to and including a street or highway, not comprising a business, suburban or school district, where 40 percent or more of the frontage on such street or highway for a distance of 300 feet or more is occupied by dwellings, or by dwellings and buildings in use for business.

*Right-of-way* means the privilege of the immediate use of the street or highway.

*Road construction zone* means the portion of a street or highway which is identified by posted or moving signs as the site of construction, maintenance, survey, or utility work. The zone starts upon meeting the first sign identifying the zone and continues until a posted or moving sign indicates that the construction zone has ended.

*Road tractor* means every motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon, either independently or any part of the weight of a vehicle or load so drawn.

*Roadway* means that portion of a highway or street improved, designed or ordinarily used for vehicular travel.

*Safety zone* means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

*School bus* means every vehicle operated for the transportation of children to or from school, except vehicles which are:

- (1) Privately owned and not operated for compensation;
- (2) Used exclusively in the transportation of the children in the immediate family of the driver;
- (3) Operated by a municipally or privately owned urban transit company for the transportation of children as part of or in addition to its regularly scheduled service; or
- (4) Designed to carry not more than nine persons as passengers, are either school-owned or privately owned, and are used to transport pupils to activity events in which the pupils are participants or used to transport pupils to their homes in case of illness or other emergency situations. The vehicles operated under the provisions of this subsection (4) shall be operated by employees of the school district who are specifically approved by the local superintendent of schools for the assignment.

*School district* means the territory contiguous to and including a street or highway for a distance of 200 feet in all directions from a schoolhouse in the city.

*Semitrailer* means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle. Whenever the term "trailer" is used, it shall be construed to also include the term "semitrailer." A semitrailer shall be considered in this chapter separately from its power unit.

*Sidewalk* means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

*Special mobile equipment* means every vehicle not designed or used primarily for the transportation of persons or property and incidentally operated or moved over the highways, including trailers and bulk spreaders which are not self-propelled having a gross weight of not more than six tons used for the transportation of fertilizers and chemicals used for farm crop production, and other equipment used primarily for the application of fertilizers and chemicals in farm fields or for farm storage, but not including trucks mounted with applicators of such products, road construction or maintenance machinery and ditch digging apparatus. The enumeration in this subsection shall be deemed partial and shall not operate to exclude other such vehicles which are within the general terms of the subsection; provided that nothing contained in this subsection shall be construed to include portable mills or corn shellers mounted upon a motor vehicle or semitrailer.

*Stop* means a complete cessation of movement.

*Stop, stopping or standing* means any stopping or standing of a vehicle whether occupied or not except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or a traffic control sign or signal.

*Street or highway* means the entire width between the property lines of every way or place, of whatever nature, when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

*Suburban district* means all parts of the city not included in the business, school or residence district.

*Through street or through highway* means every street or highway or portion thereof at the entrances to which vehicular traffic from intersecting streets and highways is required by law to stop before entering or crossing the street or highway, and when stop signs are erected as provided in this chapter or such entrances are controlled by a police officer or traffic control signal. The term "arterial" shall be synonymous with the term "through" or "thru" when applied to streets and highways.

*Traffic* means pedestrians, ridden or herded animals, vehicles and other conveyances, either singly or together, while using any street or highway for purposes of travel.

*Trailer* means every vehicle without motive power designed for carrying persons or property and for being drawn by motor vehicles, and so constructed that no part of its weight rests upon the towing vehicle.

*Trailer coach* means either a trailer or semitrailer designed for carrying persons.

*Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn. However, a truck tractor may have a box, deck, or plate for carrying freight, mounted on the frame behind the cab, and forward of the fifth-wheel connection point.

*Used motor vehicle or secondhand motor vehicle* means any motor vehicle of a type subject to registration under the laws of this state which has been sold at retail, as the term "at retail" is defined in Iowa Code ch. 322, and previously registered in this or any other state.

*Vehicle.*

- (1) The term "vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a highway.
- (2) The term "vehicle" does not include:
  - a. Any device moved by human power.
  - b. Any device used exclusively upon stationary rails or tracks.
  - c. Any steering axle, dolly, auxiliary axle, or other integral part of another vehicle which in and of itself is incapable of commercially transporting any person or property but is used primarily to support another vehicle.
  - d. Any integral part of a truck tractor or road tractor which is mounted on the frame of the truck tractor or road tractor immediately behind the cab and which may be used to transport persons and property but which cannot be drawn upon the highway by the truck tractor or another motor vehicle.

(Code 2017, § 26-3; Ord. No. 1943, § 1, 5-13-1991; Ord. No. 2036, § 1, 11-22-1993; Ord. No. 2618, §§ 1, 2, 2-26-2007)

*Section 2.* Article IV, Standing, Stopping and Parking, including Division 1, Generally, and Division 2, Parking Meters and Other Parking Facilities, of Chapter 23, Traffic and Motor Vehicles, of The Code of Ordinances of The City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article IV, Standing, Stopping And Parking, including new Division 1, Generally, and New Division 2, Parking Enforcement Districts, Equipment,

Operations and Facilities of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

**ARTICLE IV. STOPPING, STANDING AND PARKING**

**DIVISION 1. GENERALLY**

**Sec. 23-356. Fines for parking violations.**

Except as otherwise provided in this article or by state law, the fine for a violation of this article shall be \$10.00, payable to the city. If said fine is not paid within 30 days from the date of the notice of the violation, the fine shall be increased to \$15.00.

(Code 2017, § 26-251; Ord. No. 1922, § 5, 11-26-1990; Ord. No. 2035, § 1, 11-22-1993; Ord. No. 2057, § 1, 5-23-1994; Ord. No. 2445, § 1, 8-25-2003)

**Sec. 23-357. Notice of parking violation.**

The parking enforcement personnel of the city shall attach to the vehicles in violation of this article a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this article and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine within the time required in section 23-356.

(Code 2017, § 26-252; Ord. No. 2705, § 1, 2-22-2010)

**Sec. 23-358. Presumption regarding responsibility for illegal parking.**

In any proceeding charging any violation of any law or regulation governing the standing or parking of a vehicle, proof that a particular vehicle described in the information was parked in violation of any such law or regulation, together with proof that the defendant named in the information was at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

(Code 2017, § 26-253)

**Sec. 23-359. Impoundment or immobilization of vehicles.**

- (a) *Impoundment of vehicles.* Parking enforcement personnel are hereby authorized to impound, that is, to remove, or have removed, a vehicle from a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, in the event of a violation of section 23-389, from private property, to a place of safety designated by the city whenever any such vehicle is parked in violation of this article.
- (b) *Immobilization of vehicles.* As an alternative to impoundment under subsection (a) of this section, parking enforcement personnel are hereby authorized to immobilize a vehicle on a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, in the event of a violation of section 23-389, on private property, whenever any such vehicle is parked in violation of this article.

- (c) *Payment.* In addition to the penalty provided in this chapter, the owner or operator of any vehicle impounded or immobilized for violation of any of the provisions of this article shall be required to pay for all outstanding penalties, fines and fees owed for all parking citations, plus either all towing, storage and impoundment fees, or all immobilization fees, together with all administrative fees.
- (d) *Impoundment or immobilization for accumulated parking violations.*
- (1) Whenever it is determined that any vehicle has accumulated unpaid parking violations with fines totaling \$30.00 or more, as defined in this Code, then, until such time as all fines for such accumulated parking violations have been paid, such vehicle may be either impounded, or, in the alternative, immobilized by installing a device which clamps and locks onto the wheel and impedes vehicle movement, subject to the following conditions:
    - a. Impoundment or immobilization shall occur only after notice and opportunity for an administrative hearing is sent to the last known registered owner of such motor vehicle.
    - b. Notice shall consist of the following: Written notification by first class mail to the last known address of the registered owner, stating the license number of the vehicle; the owner's name; and a brief description of the parking tickets issued to such vehicle. Said notice shall also state that the registered owner has the right to request an administrative hearing before impoundment or immobilization, if such request is made within ten days of the date of mailing of the notice; that the hearing shall determine the merits of whether to impound or immobilize such motor vehicle for unpaid parking violations; that failure to request a hearing in a timely manner, or failure to appear at such hearing, shall constitute a waiver of the right to a hearing; and that the owner shall be responsible for all charges and costs incurred in impounding or immobilizing such vehicle.
    - c. A request for an administrative hearing must be made in writing to the city clerk or the city clerk's designee. The request shall be reviewed to determine whether to impound or immobilize, as the case may be, the motor vehicle for unpaid parking violations.
    - d. The hearing shall be conducted before the police chief of the city or the police chief's designee, and shall be limited to a determination of whether such vehicle should be impounded or immobilized, as the case may be, for unpaid parking tickets. The owner may at that time pay for all outstanding fines for parking tickets.
    - e. Should the police chief or the police chief's designee determine that the vehicle shall be impounded or immobilized, as the case may be, said police chief or designee shall notify the owner, either orally at the conclusion of the hearing or by letter; however, no such notice need be given should the owner or a designated representative of the owner fail to appear at such hearing.
    - f. After the vehicle has been impounded or immobilized, the city shall notify the last known registered owner of such vehicle thereof, by certified mail if the name and address of such owner can be ascertained with reasonable diligence, unless the owner or operator has appeared and has made claim to the seized vehicle.
  - (2) Any vehicle that remains immobilized for a consecutive period of 48 hours or more, shall be subject to towing and impoundment as provided in this section.
  - (3) Any vehicle that is immobilized pursuant to this section shall not be issued any parking citations for the period during which the vehicle remains immobilized.
  - (4) It shall be unlawful for any person to remove or attempt to remove an immobilization device which has been attached to any vehicle as provided in this section, to damage the device, or to move the vehicle with the device attached. No person other than a member of the police operations division, a parking meter attendant, or their designees, shall remove the immobilization device.
  - (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or, in the event of a violation of section 23-389, is on private property.

- a. Entrance into impounded or immobilized vehicles. If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
- b. Release of impounded or immobilized vehicles.
  - 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.
  - 2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.
- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
- (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

(Code 2017, § 26-254; Ord. No. 2705, § 2, 2-22-2010; Ord. No. 2813, § 1, 5-27-2014)

**Sec. 23-360. Driver's responsibility when leaving motor vehicle unattended.**

A person driving or in charge of a motor vehicle shall not permit the vehicle to stand unattended upon any perceptible grade without effectively setting the brake and turning the front wheels to the curb or side of the street or highway

(Code 2017, § 26-255)

**Sec. 23-361. Lights on parked vehicles.**

- (a) Whenever a vehicle is lawfully parked at nighttime upon any street within a business or residence district, no light need be displayed upon such parked vehicle.
- (b) Whenever a vehicle is parked upon a street outside of a business or residence district during the hours between one-half hour after sunset and one-half hour before sunrise, such vehicle shall be equipped with one or more lamps, which shall exhibit a white light on the roadway side which shall be visible from a distance of 500 feet to the front of the vehicle and a red light visible from a distance of 500 feet to the rear.
- (c) Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.
- (d) The provisions of this section requiring the exhibition of a light shall not apply when an accident extinguishes the light and renders a vehicle incapable of use, and when the person in control of the vehicle erects, at the earliest opportunity after the accident, such proper light at or near the vehicle as will give warning of the presence of the vehicle.

(Code 2017, § 26-256)

**Sec. 23-362. Parking not to obstruct traffic.**

No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

(Code 2017, § 26-257)

**Sec. 23-363. Manner of parallel parking.**

No person shall stand or park a vehicle in a street in any manner other than in the direction of the lawful traffic movement and with both wheels on one side of such vehicle parallel to and within 18 inches of the curb or edge of the street. Where individual stalls are designated by sign or line or marker, it shall be unlawful to park any vehicle across any line or marker of a particular parking space or in such position that the vehicle is not entirely within the area designated by such lines or markers.

(Code 2017, § 26-258)

**Sec. 23-364. Designation of streets for angle parking.**

- (a) The council shall determine upon which streets angle parking shall be permitted and shall mark or sign such streets, but such angle parking shall not be indicated upon a federal aid or state highway within the city unless the state department of transportation has determined, by resolution or order entered in its minutes, that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
- (b) Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the street.

(Code 2017, § 26-259)

**Sec. 23-365. Obedience to angle parking signs or markers.**

Upon those streets which have been designated for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

(Code 2017, § 26-260)

**Sec. 23-366. Parking prohibited in specified places.**

- (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:
  - (1) On a sidewalk.
  - (2) In front of a public or private driveway.
  - (3) Within an intersection.
  - (4) Within five feet of a fire hydrant.
  - (5) On a crosswalk.

- (6) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.
  - (7) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic division has indicated a different length by signs or markings.
  - (8) Within 50 feet of the nearest rail or a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
  - (9) Within 20 feet of the driveway entrance of any fire station, and on the side of a street opposite the entrance to any fire station, within 75 feet of such entrance, only when properly signposted.
  - (10) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
  - (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
  - (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
  - (13) At any place where official signs prohibit stopping or parking.
  - (14) Upon any street within the corporate limits of the city when parking is prohibited by a general ordinance of uniform application relating to the removal of snow and ice from the streets.
  - (15) In front of a curb cut or ramp which is located on public or private property, in a manner which blocks access to the curb cut or ramp.
  - (16) On that part of any street in the city between the curb line, if there be a curb, and the sidewalk line of the abutting property, nor shall any vehicle be parked on that part of any street not having a curb between the edge of the traveled portion of such street and the sidewalk line of the abutting property.
  - (17) On any street, municipally owned or controlled parking lot, facility or space in the city for a continuous period of more than 48 hours. A vehicle in violation of this subsection shall constitute a nuisance to be abated as provided by law, or parking enforcement personnel may impound such vehicle as provided in this article.
- (b) Signs shall not be required to give notice to the public of the prohibited areas in this section.
- (c) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such distance as is unlawful.

(Code 2017, § 26-261)

**Sec. 23-367. Parking for purpose of selling, washing, greasing or repairing vehicle.**

No person shall park a vehicle upon a roadway for the principal purpose of displaying such vehicle for sale or washing, greasing or repairing such vehicle, except such repairs as are necessitated by an emergency.

(Code 2017, § 26-262)

**Sec. 23-368. Parking in alleys.**

No person shall stop, stand or park a vehicle within an alley except only for the period of 15 minutes to load or unload said vehicle, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.

(Code 2017, § 26-263; Ord. No. 2036, § 3, 11-22-1993)

**Sec. 23-369. Parking near intersection.**

It shall be unlawful to park a vehicle within and up to a distance of 60 feet of any intersection where the curb is painted yellow or signs are posted prohibiting parking.

(Code 2017, § 26-264)

**Sec. 23-370. Persons with disabilities parking sign; persons with disabilities parking.**

- (a) *Persons with disabilities parking sign.* A persons with disabilities parking sign shall be displayed designating each person with disabilities parking space required by Iowa Code § 321L.5. The persons with disabilities parking sign shall have a blue background and bear the international symbol of accessibility in white. If an entity who owns or leases real property in the city is required to provide persons with disabilities parking spaces, the city shall provide, upon request, the signs for the entity at cost. The persons with disabilities parking sign shall be affixed vertically on another object so that it is readily visible to a driver of a motor vehicle approaching the persons with disabilities parking space. A persons with disabilities parking space designated only by the international symbol of accessibility being painted or otherwise placed horizontally on the parking space does not meet the requirements of this subsection.
- (b) *Persons with disabilities parking.*
- (1) A persons with disabilities parking permit shall be displayed in a motor vehicle as a removable windshield placard or on a motor vehicle as a plate or sticker as provided in Iowa Code § 321L.2 when being used by a person with a disability, either as an operator or passenger. Each removable windshield placard shall be of uniform design and fabricated of durable material, suitable for display from within the passenger compartment of a motor vehicle, and readily transferable from one vehicle to another. The placard shall only be displayed when the motor vehicle is parked in a persons with disabilities parking space.
  - (2) The use of a persons with disabilities parking space, located on either public or private property within the city as provided in Iowa Code § 321L.5 by an operator of a motor vehicle not displaying a persons with disabilities parking permit; by an operator of a motor vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Iowa Code § 321L.2(1)b; or by a motor vehicle in violation of the rules adopted by the state department of transportation under Iowa Code § 321L.8 constitutes improper use of a persons with disabilities parking permit, which is a misdemeanor for which a fine of \$200.00 shall be imposed upon the owner, operator, or lessee of the motor vehicle or the person to whom the persons with disabilities parking permit is issued. Proof of conviction of two or more violations involving improper use of a persons with disabilities parking permit is grounds for revocation by the court or the state department of transportation of the holder's privilege to possess or use the persons with disabilities parking permit.
  - (3) Parking enforcement personnel shall have the authority to and shall enforce the provisions of this section on public and private property within the city.

(Code 2017, § 26-265; Ord. No. 2006, § 9, 3-1-1993; Ord. No. 2263, § 1, 4-26-1999; Ord. No. 2705, § 3, 2-22-2010; Ord. No. 2716, § 1, 9-13-2010)

**Sec. 23-371. Loading and unloading on Main Street and College Street.**

From 9:00 a.m. to 6:00 p.m., on Main Street between First Street and Fifth Street and College Street from 22nd Street to 23rd Street on the east side, trucks and drays are prohibited from loading and unloading freight, goods and merchandise at all places, stores and buildings where it is feasible or possible to perform such work in the adjacent alley.

(Code 2017, § 26-268)

**Sec. 23-372. Parking of large trucks in streets and municipal parking lots.**

Except as otherwise provided, trucks of a gross capacity of one ton or more shall not park upon the streets or municipal parking lots of the city.

(Code 2017, § 26-269)

**Sec. 23-373. Parking prohibited on city property located adjacent to city hall and city hall annex.**

No person shall stand or park a vehicle, except a vehicle authorized by the city, in the municipally owned area lying adjacent to the city hall and city hall annex, such area being legally described as follows: Lots 3 and 4 and the east half of lot 8, all in block 9 in the original town plat of the city.

(Code 2017, § 26-270)

**Sec. 23-374. Parking prohibited on specific streets.**

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
First Street (West)	On both sides between Main Street and the west city limits.
Second Street (West)	On both sides between Walnut Street and Francis Street.
	On the north side between Francis Street and Hudson Road.
Third Street (East)	
Third Street (West)	
	On both sides of said street between Clay Street and Franklin Street on Saturday

	mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October each year during the hours of 6:00 a.m. to 12:00 noon.
	On the north side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 200 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 300 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the west curb line of Ellen Street west to the east curb line of Hudson Road.
	On the north side from the west curb line of Tremont Street west to the east curb line of Ellen Street.
	On the north side of said street from Cedar Crest Drive to Magnolia Drive.
Fourth Street	On both sides from College Street to Hudson Road.
	On the south side between Franklin Street and College Street.
Fourth Street (East)	
Fourth Street (West)	On both sides from College Street to Hudson Road; on the north side from the west line of Main Street to a point 20 feet west thereof; on the north side from the west line of Cedar Crest Drive a distance of 30 feet west, and from the east line of Cedar Crest Drive a distance of 30 feet east; on the north side from the east line of Angie Drive to the west line of Hudson Road; on both sides of said street from the west line of Chateau Court to Hudson Road; on the south side

	from the west line of Main Street to a point ten feet west thereof; on the south side between Washington Street and College Street.
	On the north side from the west line, extended north, of Jessica Lane to a point 200 feet west thereof.
Fifth Street (West)	On the north side from the west line of Main Street west a distance of 150 feet.
	On the south side from a point 48 feet east of the east line of Clay Street west to the alley between Clay Street and Franklin Street.
	On the north side from the west curb line of Franklin Street west to the east curb line of College Street.
Sixth Street (East)	On the north side from the east curb line of Main Street east a distance of 200 feet.
	On the south side from the east curb line of Main Street east to the west curb line of State Street.
Sixth Street (West)	On both sides between Main Street and Franklin Street, except that on the north side of West Sixth Street, from a point 40 feet west of the west curb line of Washington Street to a point 144 feet west of the west curb line of Washington Street.
	On the north side from the east curb line of College Street east a distance of 150 feet.
	On the south side from the east curb line of College Street east a distance of 75 feet.
Seventh Street (East)	On the south side from State Street to the west line of Bluff Street.
Seventh Street (West)	On the north side from Washington Street to Clay Street, except Saturdays and Sundays.
	On the north side from the west curb line of Division Street west a distance of 40 feet.
	On the north side from the east curb line of Division Street east a distance of 40

	feet.
	On the south side from the west curb line of Division Street west a distance of 40 feet.
	On the south side from the east curb line of Division Street east a distance of 40 feet.
Eighth Street (East)	On the north side from Main Street to State Street.
Eighth Street (West)	On the north side between Franklin Street and College Street.
	On the north side between Division Street and Ellen Street.
	On the south side between College Street and Pearl Street.
	On the south side from the centerline of Barrington Drive east a distance of 500 feet.
	On the north side from the centerline of Barrington Drive east a distance of 110 feet.
	On the north side from the centerline of Barrington Drive west a distance of 50 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Ninth Street (East)	On the north side from Bluff Street east to Grove Street, except Sundays.
Ninth Street (West)	On the north side from Clay Street east 100 feet.
	On the north side from the west line of Tremont Street west to the east line of Catherine Street.
	On the north side from the west curb line of Catherine Street west a distance of 40 feet.

	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Tenth Street (East)	On both sides from a point 180 feet east of the east curb line of Grove Street to a point 250 feet east of the east line of Grove Street.
	On the north side from Main Street to Grove Street.
Tenth Street (West)	On the north side from the west curb line of Tremont Street west to the east curb line of Division Street.
	On the south side from the west curb line of Iowa Street west a distance of 40 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
11th Street (East)	On the north side from State Street to Grove Street.
	On the north side from Main Street to State Street.
	On the south side from the east curb line of State Street east a distance of 40 feet.
	On the south side from the west curb line of Grove Street west a distance of 40 feet.
11th Street (West)	On the north side between Franklin Street and Walnut Street.
	On the north side from the west curb line of College Street west to the east curb line of Division Street.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.

	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
12th Street (West)	On both sides from Main Street to College Street.
	On the south side from the east line of Clark Drive east a distance of 40 feet.
	On the south side from the west line of Clark Drive west a distance of 40 feet.
	On both sides from Hudson Road to Union Road.
13th Street (West)	On both sides from the east curb line of Walnut Street east a distance of 20 feet.
	On both sides from the west curb line of Walnut Street west a distance of 20 feet.
	On the north side from the west curb line of Clay Street west to the east curb line of Franklin Street.
14th Street (East)	On the south side between State Street and Waterloo Road.
14th Street Court (East)	On the north side from the east curb line of Bluff Street east to the end of the street.
14th Street (West)	On the north side of said street from Main Street to Franklin Street.
15th Street (West)	On the north side of said street from the west curb line of Clay Street west to the east curb line of Franklin Street.
16th Street (West)	On the south side from the west curb line of Main Street to the east curb line of Franklin Street.
18th Street (East)	On both sides from Main Street to Waterloo Road.
18th Street (West)	On both sides of the street from the west curb line of Main Street west to the east curb line of College Street.
	On the north side from the west curb line of College Street west to the east curb line of Hudson Road.

	On the north side from the west line of Hudson Road west a distance of 200 feet.
	On the north side from a point 455 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the north side from a point 922 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the south side from the west line of Hudson Road west a distance of 1,116 feet.
	On the south side from the west curb line of Summit Drive west a distance of 100 feet.
	On the south side from the east curb line of Summit Drive east a distance of 100 feet.
	On the south side from the west curb line of Campus Street west a distance of 20 feet.
	On the south side from the east curb line of Campus Street east a distance of 20 feet.
	On the south side from the west curb line of Merner Avenue west a distance of 40 feet.
	On the south side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the south side from the east curb line of Hudson Road east a distance of 40 feet.
19th Street (West)	On the north side between College Street and Hudson Road, between 8:00 a.m. and 3:30 p.m., Mondays through Fridays.
	On the south side from the west curb line of College Street west to the east curb

	line of Campus Street.
	On the south side from the west curb line of Campus Street west a distance of 30 feet.
	On the south side from the east curb line of Hudson Road east a distance of 30 feet.
	On the north side from the east curb line of Merner Avenue east a distance of 30 feet.
	On the north side from the west curb line of Merner Avenue west a distance of 30 feet.
20th Street (West)	On the south side from the east curb line of Campus Street east to the west curb line of Main Street.
	On the south side from the east curb line of Merner Avenue east a distance of 45 feet.
	On the north side from the east line of Merner Avenue east a distance of 45 feet.
	On the north side from the west curb line of Campus Street east to the west curb line of Merner Avenue, between the hours of 1:00 a.m. and 6:00 a.m. daily.
21st Street (West)	On the south side from the west line of Franklin Street west to the east line of College Street.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the east curb line of College Street east a distance of 40 feet.
22nd Street (West)	On the north side from College Street to Campus Street from 1:00 a.m. to 5:30 p.m., Monday through Saturday and from 1:00 a.m. to 8:00 a.m. on Sunday.

	On the south side from College Street to Campus Street.
	On the south side between Main Street and Tremont Street.
	On the north side from the west curb line of Tremont Street west to the east curb line of College Street.
23rd Street (West)	On the north side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the north side between Campus Street and Hudson Road.
	On the south side from the west line of Minnesota Street, which belongs to the state, to the east line of Hudson Road.
	On both sides from the east curb line of Merner Avenue west to the west curb line of Campus Street.
	On the south side from the west curb line of Campus Street west to the east curb line of Minnesota Street, one-hour parking is allowed between the hours of 7:30 a.m. and 4:30 p.m., except on weekends and holidays.
29th Street	On the south side from 225 feet west of the centerline of College Street to 290 feet west of the centerline of College Street, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
29th Street (West)	On the north side from the east curb line of College Street east to the west curb line of Walnut Street.
31st Street (West)	On both sides from Hudson Road to the west end of the street.
Adams Street	On the east side of said street from the north curb line of East 18th Street north to the end of the street.
	On both sides of said street from East 18th Street south.
Alexis Boulevard	On the south and west sides from the north line of West 12th Street northerly and westerly to the east edge of the cul-de-sac.
	On the east side from the north line of West 12th Street north a distance of 120

	feet.
Algonquin Drive	On the north and east sides of the street from the east curb line of Ashworth Drive east and south to the north curb line of Amelia Drive, extended east.
Balboa Street	On the north side from the west line of South Main Street to a point 403 feet west of the west line of South Main Street.
	On the south side from the west line of South Main Street to a point 119 feet west of the west line of South Main Street.
Barkwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Barnett Drive	On the west side from the south curb line of Crescent Drive south to the north curb line of West Twelfth Street.
	On the east side from a point 150 feet north of the north curb line of West Fourth Street north to a point 50 feet north thereof.
	On the east side from the north curb line of West Twelfth Street north a distance of 60 feet.
Barrington Drive	On the west, south and east sides of Barrington Drive from the south line of West Eighth Street south, east and north to the south edge of the cul-de-sac.
Bicentennial Drive	On both sides of said street from Cedar Heights Drive west a distance of 500 feet.
Big Woods Road	On both sides from Independence Avenue to the north city limits.
Birch Street	On the east side from Grand Boulevard to Rainbow Drive.
Birdsall Drive (East)	On the north side from Birdsall Drive east to the end of the street.
Blair Ridge Road	On the west side from Wild Horse Drive north to the end of the street.
Bluegrass Circle	Along the outside edge from the east curb line of the north intersection with Prairie Parkway to the east curb line of the south intersection with Prairie Parkway.

Bluff Street	On the east side from the south curb line of East Ninth Street south to a point 70 feet south of the south curb line of East 12th Street.
	On the east side from the south curb line of East 13th Street to the north curb line of East 15th Street.
	On the west side from the north curb line of East 15th Street north a distance of 40 feet.
	On both sides from the south curb line of East 15th Street south a distance of 40 feet.
Bonita Boulevard	On the south side from the west line of South Lawn Road west a distance of 60 feet.
Boulder Drive	On both sides from University Avenue to Orchard Drive.
Boxwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Brookside Drive	On the north side from the east curb line of Hudson Road east to the west curb line of Starview Drive.
	On the south side from the east curb line of Hudson Road east to the southerly extension of the east curb line of Starview Drive.
California Drive	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Campus Street	On the east side from the north curb line of West 18th Street north to the south curb line of West 16th Street.
	On the west side from the north curb line of West 18th Street north a distance of 40 feet.
	On the west side from the south curb line of West 19th Street south a distance of 40 feet.
	On the east side from the south curb line of West 19th Street south a distance of 40 feet.

	On the east side from the north curb line of West 20th Street north a distance of 40 feet.
	On the west side from the north line of the parking lot situated on the west side of the 2000 block of Campus Street, south a distance of 188 feet.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
Catherine Street	On the west side from the south curb line of West First Street south a distance of 40 feet.
	On the east side from the south curb line of West First Street south to the north curb line of West Fourth Street.
	On the east side from the south curb line of West Eighth Street to the north curb line of West 12th Street.
	On the west side from the south curb line of West Eighth Street south a distance of 40 feet.
	On the west side from the north curb line of West Ninth Street north a distance of 40 feet.
	On the west side from the south curb line of West Ninth Street south a distance of 40 feet.
	On the west side from the north curb line of West Tenth Street north a distance of 40 feet.
	On the west side from the south curb line of West Tenth Street south a distance of 40 feet.
	On the west side from the north curb line of West 11th Street north a distance of 40 feet.
	On the west side from the south curb line of West 11th Street south a distance of 40 feet.
	On the west side from the north curb line of West 12th Street north a distance

	of 40 feet.
Cedar Heights Drive	On both sides from Rainbow Drive to University Avenue.
Cedar Hills Road	On both sides from the east curb line of Chadwick Road east to the west curb line of Cedar Heights Drive.
Cedar Street	On the south side from Center Street to Vine Street.
Center Street	On both sides from First Street to the north city limits.
Chadwick Road	On the west side from a point 10 feet north of the northwest edge of the cul-de-sac at the south end of Chadwick Road, south to the northwest edge of said cul-de-sac.
	From the northwest edge of the cul-de-sac at the south end of Chadwick Road, south, east and north to the northeast edge of said cul-de-sac.
	From the southwest edge of the cul-de-sac at the north end of Chadwick Road, north, east and south to the southeast edge of said cul-de-sac.
	On the east side from the southeast edge of the cul-de-sac at the north end of Chadwick Road, south to the northeast edge of the cul-de-sac at the south end of Chadwick Road.
Clark Drive	On the west side from the south line of West 12th Street south a distance of 40 feet.
	On the east side from the south line of West 12th Street south a distance of 40 feet.
Clay Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway entrance to the city police station parking lot, extended westerly, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.

	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.
	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.
College Street (North)	On the west side from the north curb line of Higby Drive north to the end of the street.
	On the west side from the south curb line of Higby Drive south a distance of 75 feet.
	On the west side from the north curb line of West First Street north a distance of 120 feet.
	On the east side from the north curb line of West First Street north to the north end of the street.

College Street (South)	On the east side from the south curb line of West Fifth Street south to the north curb line of West Sixth Street.
	On both sides from the south curb line of West Sixth Street south a distance of 100 feet.
	On the east side from the south curb line of West Eighth Street south to the north curb line of West 12th Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side from a point 50 feet north of the north curb line of West 18th Street south to the north curb line of West 20th Street.
	On the west side from the south curb line of West 18th Street south a distance of 80 feet.
	On the west side from the north curb line of West 19th Street north a distance of 50 feet.
	On the west side from the south curb line of West 19th Street south a distance of 50 feet.
	On the west side from the north curb line of West 20th Street north a distance of 50 feet.
	On the west side from the south curb line of West 20th Street south to the north curb line of West 22nd Street.
	On the east side from the south curb line of West 21st Street south to the north curb line of West 22nd Street.
	On the west side from the south curb line of West 23rd Street south a distance of 60 feet.
	On the west side from a point 75 feet north of the westerly extension of the north curb line of West Seerley Boulevard south to a point 95 feet north of the north curb line of West 26th Street.
	On the east side from the south curb line of West 23rd Street south to the north

	curb line of University Avenue.
	On the west side from the south curb line of West 26th Street south to the north curb line of University Avenue.
	On both sides from the south curb line of University Avenue south a distance of 65 feet.
Colorado Road	On the south side from the west curb line of Tucson Drive west to the west end of the cul-de-sac situated about 250 feet west of Dallas Drive.
Columbia Drive	On the north and east sides of Columbia Drive from West 16th Street south and east to College Street.
Cottage Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Cottonwood Lane	On both sides from Garden Avenue east to the end of the street.
Covey Court	On the north side from Quail Ridge Road west to the end of the street.
	On the north side from Quail Ridge Road east to the end of the street.
Crescent Drive	On the south side from the east curb line of Lakeview Drive east to the west curb line of Brentwood Drive
Dallas Drive	On the west side from the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the north curb line of Idaho Street north a distance of 50 feet.
	On the east side from a point 125 feet north of the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the south curb line of Idaho Street south a distance of 25 feet.
Division Street	On the west side from the driveway south of Tenth Street to 11 th Street.

	On the east side of said street from the north line of West Eighth Street a distance of 120 feet north.
	On the west side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the east side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the west side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the east side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the west side from the south curb line of West Eighth Street south a distance of 50 feet.
Drury Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Dunkerton Road	On both sides from Center Street to the east city limits.
Eagle Ridge Road	On the west and south sides of Eagle Ridge Road from the intersection of the west curb line of Eagle Ridge Road with the north curb line of Falcon Lane, in a northerly and westerly direction to the southeast edge of the cul-de-sac.
	Around the perimeter of the curb adjacent to the center island of the cul-de-sac located at the west end of Eagle Ridge Road.
East Street	On the west side of East Street from the south curb line of 19th Street a distance of 100 feet south
Ellen Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the east side from the south line of Parkway Avenue south to the north line of First Street.
Erik Road	On the north side between the east curb line of Hudson Road east to the west

	curb line of Norse Drive.
	On the south side from the east curb line of Hudson Road east a distance of 70 feet.
	On the south side from the west curb line of Norse Drive west a distance of 25 feet.
Feather Ridge Drive	On the north side from Quail Run Lane to Feather Run Trail.
Floral Court	On both sides of the radius of the cul-de-sac.
	On the north side from the east curb line of Merner Avenue to the cul-de-sac.
	On the south side from the east curb line of Merner Avenue to the cul-de-sac, from 1:00 a.m. to 6:00 a.m. each day.
Forrest Road	On the west side from the north curb line of South Park Road north to River Bluff Drive.
Fox View Drive	On the east side from the north curb line of Hunter Drive north to the end of the street.
Francis Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
Franklin Street	On both sides from First Street to Sixth Street.
	On both sides from First Street north to the north city limits.
	On the east side between 12th Street and Seerley Boulevard.
	On the west side from the north curb line of 18th Street north a distance of 100 feet.
Frontage roads along the south side of University Avenue	On both sides of the frontage road from the east curb line of Boulder Drive east to the end of said frontage road near the east line of Black Hawk Village, near McClain Drive.
	On both sides of the frontage road from the east curb line of Cedar Heights

	Drive east to the west curb line of Midway Drive.
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	On both sides of said frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.
Frontage road on the west side of Hudson Road	On both sides from West 31st Street south to the end of the street.
Galloway Avenue	On the east side from Grand Boulevard to Rainbow Drive.
	On the west side from Grand Boulevard a distance of 50 feet south, and from Rainbow Drive a distance of 50 feet north.
Genevieve Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides from the north right-of-way line of First Street north a distance of 132 feet.
	On the northwest side from First Street north to the end of the street.
Gibson Street	On the west side from Rainbow Drive to Grand Boulevard.
Grand Boulevard	On the south side from the east line of East Street east to the west line of Park Drive.
	On the north side from the west line of East Street east to the east line of Scoggin Street.
	On the north side from the west line, extended, of Schreiber Street east to a point 75 feet east of the east line, extended, of Schreiber Street.

	On the north side from the west line, extended, of Birch Street east to a point 65 feet east of the east line, extended, of Birch Street.
	On the north side from the east line of Belle Avenue east to the west line of Park Drive.
	On the north side from the east line of Edwards Street east a distance of 170 feet.
Green Creek Road	On the north and west sides from the east line of Rownd Street east and north to the south line of Greenhill Road.
Greenhill Drive	On the south side from the east curb line of Rownd Street east to the west curb line of Veralta Drive.
Grove Street	On the east side from the south curb line of East Ninth Street to the north curb line of East 12th Street.
Harvest Lane	On the west, north and east sides of the street proceeding west from the eastern intersection of Harvest Lane with Autumn Ridge Road to the western intersection of Harvest Lane with Autumn Ridge Road.
Hawthorne Drive	On the north side from the east curb line of Waterloo Road to the west curb line of Victory Drive.
	On both sides of said street from the centerline of Willow Lane, west a distance of 50 feet.
Hedgewood Circle	On the east side from the north curb line of Boxwood Drive north to the southeast edge of the cul-de-sac.
Heritage Road	On the east and north sides from Bergstrom Boulevard in a southerly and easterly direction to the east end of Heritage Road.
	On the west side from the north line of West Gate Avenue north a distance of 40 feet.
	On the west side from the south line of West Gate Avenue south a distance of 40 feet.

Hickory Lane	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Highland Drive	On the east side from the south curb line of West First Street south a distance of 89 feet.
	On the west side from the south curb line of West First Street south a distance of 54 feet.
Highview Court	On the east side from the south curb line of Rainbow Drive south to the north curb line of Parker Street.
Holmes Drive	On the east side between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, from Fourth Street to the south end.
Hudson Road	On both sides between First Street and the south city limits.
Hunter Drive	On the south side from the east line of Center Street east to the east end of the street.
Ida Street	On both sides of the street from the east curb line of North College Street east to the end of the street.
Idaho Street	On the north side from Dallas Drive to Boulder Drive.
	On the south side of Idaho Street a distance of 25 feet west from the west curb line of Boulder Drive.
Independence Avenue	On both sides from Lincoln Street to Big Woods Road.
Iowa Highway 58/U.S. Highway 218	On both sides of said Highway from Greenhill Road north to the north city limits.
Iowa Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the west side between West Third Street and West 11th Street.
	On the east side from the south curb line of West Fourth Street south a distance of 40 feet.

	On the east side from the north curb line of West Fourth Street north a distance of 40 feet.
	On the east side from the south curb line of West 11th Street south a distance of 40 feet.
	On the east side from the north curb line of West 11th Street north a distance of 40 feet.
	On both sides from the south curb line of West 18th Street south a distance of 40 feet.
Ironwood Drive	On the west side from the north end of Erik Road south and east to the northwest edge of the cul-de-sac.
Irving Street	On the east side from 11th Street to 12th Street.
Jaclyn Street	On the west side from the north curb line of Lantz Avenue north to the end of the street.
Kaspend Place	On the east side from the south line of Pheasant Drive south to the north edge of the cul-de-sac.
Lake Street	On both sides from Central Avenue to Leverage Road.
Lantz (East)	On the north side from Center Street to Jackson Avenue.
Laurie Avenue	On the east side from the south curb line of Grand Boulevard south to the north curb line of Rainbow Drive.
Leversee Road	On the west side from Lincoln Street to the north city limits.
Lilac Lane	On the north side from Boulder Drive to Carlton Drive.
Lincoln Street	On both sides from Main Street east to the city limits.
Lone Tree Road	On both sides from Ford Road to Big Woods Road.
Longview (West)	On both sides from Central Avenue to Center Street.

Madison Street	On the north side from Belle Avenue to Ashland Drive.
	On the south side from the intersection of Belle Avenue east for a distance of 200 feet.
Main Street	On both sides from First Street north to the north end of the river bridge.
	On both sides between Sixth Street and the south city limits, except that parking is allowed from Sixth to 14th Street on Sundays between 7:00 a.m. and 1:00 p.m.
Main Street (North)	On the south side between the existing entrance of Calhoun Manufacturing Company and Second Avenue, between the hours of 8:00 a.m. and 5:00 p.m.
Mandalay Drive	On the north and west sides of the street from the north curb line of Grand Boulevard north and east to the west curb line of Park Drive.
Maplewood Drive	On both sides from Carlton Drive to Boulder Drive.
McClain Drive	On the east side from the south curb line of University Avenue south a distance of 77 feet.
	On the west side from the south curb line of University Avenue south a distance of 647 feet.
Meadow View Circle	On the north side from the east curb line of Meadowlark Lane east to the northwest edge of the cul-de-sac.
Meadowlark Lane	On the east side from the south curb line of Erik Road south to the northeast edge of the cul-de-sac.
Melrose Court	On both sides of the street for its entire length, including the entire cul-de-sac.
Melrose Drive	On the north side from Linwood Drive west to Melrose Court.
	On the west side from Royal Drive to Seerley Boulevard from 7:00 a.m. to 5:00 p.m., Monday through Friday.
Merner Avenue	On the east side from the south curb line of West 19th Street south to the north curb line of West 22nd Street.

	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
	On the west side from the north end of the bridge over Dry Run Creek south to the south end of the bridge.
Nordic Drive	On both sides of said street from Viking Road north to the end of said street.
	On the east side from Viking Road south a distance of 610 feet.
Norse Drive	On the west side from the south curb line of Erik Road south a distance of 25 feet.
North College Street	On the west side from the south line of Higby Drive south 75 feet.
Oak Avenue	On the north side from the north curb line of Madison Street north and west to the east curb line of Ashland Avenue.
Olive Street	On the east side from the south curb line of West First Street south to the south curb line of West 12th Street.
	On the east side from the south curb line of West 16th Street south to the north curb line of West 17th Street.
	On the west side from the south curb line of West 18th Street south to a point 75 feet south of the south curb line of West 18th Street.
	On the east side from the south curb line of West 18th Street south to the north curb line of West 21st Street.
Orchard Drive	On the south side from South Main Street Road to Rownd Street, between the hours of 7:00 a.m. and 6:00 p.m., on weekdays only, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are observed.
	On the south side from Veralta Drive to Chapman Court.
Panther Lane	On the east side from University Avenue to Starview Drive.

	On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle.
	On the west side from the south curb line of Starview Drive south a distance of 40 feet.
Park Drive	On both sides from Rainbow Drive to Park Circle.
Parker Street	On the south side from Belle Avenue to Victory Drive.
Parrish Street	On the east side from Rainbow Drive to West Winter Ridge Road.
Pearl Street	On the east side between First Street and Third Street.
	On the west side between First Street and a point 35 feet south of the south line of First Street.
	On the east side between the south curb line of West Eighth Street to the north curb line of West 11th Street.
Pendleton Drive	On the east and north sides from Quail Hollow Lane north and west to Lexington Drive.
Pheasant Drive	For a distance of 120 feet east of the centerline of the jog in Pheasant Drive and for a distance of 120 feet west of the center of the jog in Pheasant Drive.
Quail Hollow Lane	On the north side from Quail Run Lane west to the end of the street.
Quail Ridge Road	On the west side from West 12th Street south to Quail Hollow Lane.
Quail Run Lane	On the west side from Quail Ridge Road south to Quail Hollow Lane.
Rainbow Drive	On both sides from Waterloo Road to the east city limits.
Ravine Drive	On both sides from the north curb line of Forrest Road north to the south curb line of Willow Avenue.
Ridgeway Lane	On the west side from the east curb line of Merner Avenue east to the west curb line of Columbia Drive.

River Ridge Lane	On the north side from the west curb line of River Ridge Road north and west to the northeast edge of the cul-de-sac.
River Ridge Road	On the east, north and west sides from the easterly intersection of River Ridge Road with Timberledge Drive, northwest, west, and south to the westerly intersection with Timberledge Drive.
Rownd Street	On both sides from Rainbow Drive to Sunnyside Drive.
	On the east side from Sunnyside Drive to Greenhill Road.
	On both sides from Rainbow Drive to Sunnyside Drive except that parking is allowed from a point 60 feet south of Rainbow Drive on the west side of said street on Sundays between 8:00 a.m. and 1:00 p.m.
	On the east side from Sunnyside Drive to Greenhill Road.
	On the west side from the north line of Primrose Drive north a distance of 20 feet.
	Anywhere within the vehicle drop-off lane located on the west side of Rownd Street adjacent to Orchard Hill School, from a point 141 feet north of the north curb line of Valley High Drive north to a point 365 feet north of the north curb line of Valley High Drive, except that parking is permitted in the angle parking area east of the raised curb which separates the vehicle drop-off lane from the traveled portion of Rownd Street.
First Street (West)	On both sides between Main Street and the west city limits.
	On the west side from the south line of Primrose Drive south a distance of 40 feet.
Royal Drive	On both sides from Waterloo Road to Melrose Drive.
Russell Drive	On the east side from the south curb line of Sunnyside Drive south to the north curb line of Hawthorne Drive.
Sandahlwood Circle	From the intersection of the north curb line of Pheasant Drive with the west curb line of the east leg of Sandahlwood Circle, along such curb line of Sandahlwood Circle in a northerly, westerly and southerly direction to the intersection of the north curb line of Pheasant Drive with the east curb line of

	the west leg of Sandahlwood Circle.
Scenic Drive	On both sides from Cottonwood Lane north to the end of the street.
	On the east side from the south curb line of Cadillac Drive south to the north curb line of Sunray Drive.
	On the west side from the south curb line of Cadillac Drive south a distance of 250 feet, from 10:00 p.m. to 6:00 a.m. daily.
Schreiber Street	On the east side from the south end of the street north to the south curb line of Grand Boulevard.
	On the west side from the south end of the street north a distance of 70 feet.
Scoggin Street	On the east side from the north curb line of Newman Avenue north to the south curb line of Grand Boulevard.
Seerley Boulevard	On both sides between Clay Street and Valley Park Drive.
Shady Lane	On the east side from the north curb line of Terrace Drive north and east to the south curb line of Loma Street.
South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south a distance of 240 feet.
Springbrook Drive	On the north side from Starview Drive east to Panther Lane.
Spruce Hills Drive	On the west and south sides, from the south curb line of Westgate Avenue to the west curb line of Estate Drive.
Starbeck Circle	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, along the north curb line of Starbeck Circle in a southwesterly, southerly, easterly and northeasterly direction to the

	intersection of the west right-of-way line, extended, of Panther Lane with the south leg of Starbeck Circle.
	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, southwest along the south curb line of Starbeck Circle a distance of approximately 545 feet, between 8:00 a.m. to 5:00 p.m. Monday through Friday.
Starview Drive	On the east side from the north curb line of Brookside Drive north to a point 240 feet north of the north curb line of Springbrook Drive.
	On the north, northwesterly and west sides of the street from the west curb line of Panther Lane in a westerly, southwesterly and southerly direction to a point 140 feet north of the north curb line of Springbrook Drive.
State Street	On the east side from the south curb line of East Seventh Street to the north curb line of East 18th Street.
	On the west side from the south curb line of East Fourth Street to the north curb line of Waterloo Road.
Summit Drive	On both sides from the north curb line of West 18th Street north a distance of 100 feet.
	On the west side from the south curb line of West 18th Street south to the north curb line of West 19th Street.
	On the east side from the south curb line of West 18th Street south a distance of 50 feet.
	On the east side from the north curb line of West 1 th Street north a distance of 50 feet.
Terrace Drive	On the north side from Cedar Heights Drive to a point 400 feet west of Neola Street.
	On the south side a distance of 165 feet west of the west line of Neola Street.
Timber Drive	On the east and north sides from the north curb line of Grand Boulevard north and west to the south curb line of Greenwood Avenue.

Timberledge Drive	On the north side from the east curb line of the westerly intersection of Timberledge Drive and River Ridge Road east to the west curb line of Westwood Drive.
Timberledge Place	On the east side from the west curb line of the easterly intersection of Timberledge Drive westerly to the north curb line of the westerly intersection with Timberledge Drive.
Tremont Street	On east side between Seventh Street and Eighth Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side of said street for a distance of 60 feet north of the curb line of 18th Street (West).
	On the east side from the south curb line of West 18th Street south to the north curb line of West 22nd Street.
Tucson Drive	On the west side from University Avenue to Arizona Road.
	On the east side from University Avenue to a point 40 feet south of the south right-of-way line of Idaho Road.
Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
University Avenue	On both sides from the east city limits to the west city limits.
Valley Park Drive	On the west side from the north curb line of University Avenue north a distance of 110 feet.
	On the east side from University Avenue north to Waterloo Road.
Victory Drive	On the west side from the south curb line of Rainbow Drive south a distance of 40 feet.
	On the east side from the south curb line of Rainbow Drive south a distance of 150 feet.

Viking Road	On both sides from the east curb line of Highway 58 east to the west curb line of Cedar Heights Drive.
	On both sides from the west curb line of Highway 58 west to the east curb line of Hudson Road.
	On both sides from the west curb line of Hudson Road west to the west city limits.
Vine Street cul-de-sac	Around the entire length of the cul-de-sac a distance of 240 feet from the north line of the Cedar Street right-of-way.
Virgil Street	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
	On both sides from the north curb line of 13th Street north a distance of 40 feet.
	On the west side from the south curb line of 13th Street south a distance of 60 feet.
	On the east side from the south curb line of 13th Street south a distance of 15 feet.
Washington Street	On the west side from the north curb line of West Sixth Street north a distance of 35 feet.
	On the east side from 10th Street to 18th Street.
	On the east side from west Sixth Street to West 10th Street, except from 3:00 p.m. Saturday to 1:00 p.m. Sunday.
	On the east side from the West First Street to West Sixth Street.
	On the west side from the north curb line of West Seventh Street north a distance of 100 feet.
Waterloo Road	On both sides from the east curb line of Main Street east to University Avenue.

West Gate Avenue	On the south side from South Main Street to Heritage Road.
	On the north side from the west line of Heritage Road west a distance of 40 feet.
Westminster Drive	On both sides of said street from Nordic Drive to the end of said street.
Whiteway Drive	On both sides for the entire length of the street.
Willow Avenue	On the north side from the west curb line of Ravine Drive west to the east curb line of Westwood Drive.
Winters Drive	On the south side of the east-west portion of Winters Drive from the east edge of the enlarged semi-circular corner east to the east end of the street.
	On the east side of the north-south portion of Winters Drive from the south line of Hunter Drive south to the north edge of the enlarged semi-circular corner.

(Code 2017, § 26-271; Ord. No. 2635, § 1, 11-12-2007; Ord. No. 2659, § 1, 5-12-2008; Ord. No. 2662, § 2, 8-25-2008; Ord. No. 2664, § 3, 9-8-2008; Ord. No. 2666, §§ 1—4, 11-24-2008; Ord. No. 2667, § 1, 12-8-2008; Ord. No. 2670, § 1, 1-26-2009; Ord. No. 2684, § 1, 6-22-2009; Ord. No. 2686, § 1, 7-13-2009; Ord. No. 2689, § 1, 8-10-2009; Ord. No. 2692, § 1, 9-14-2009; Ord. No. 2710, § 1, 6-14-2010; Ord. No. 2720, § 1, 10-25-2010; Ord. No. 2733, §§ 1—10, 2-28-2011; Ord. No. 2739, §§ 1, 2, 3-28-2011; Ord. No. 2753, § 1, 8-29-2011; Ord. No. 2756, § 1, 12-12-2012[11]; Ord. No. 2768, § 1, 6-11-2012; Ord. No. 2769, § 1, 6-11-2012; Ord. No. 2807, § 1, 3-24-2014; Ord. No. 2811, §§ 1, 2, 5-12-2014; Ord. No. 2829, § 1, 10-6-2014; Ord. No. 2832, §§ 1, 2, 12-1-2014; Ord. No. 2858, § 1, 11-16-2015; Ord. No. 2890, § 1, 12-5-2016; Ord. No. 2893, § 1, 1-16-2017)

**Sec. 23-375. Parking prohibited on Tuesday, Thursday or Saturday, 8:00 a.m. to 5:00 p.m., south and west sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the south and west sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Tuesday, or Thursday or Saturday:

Street	Portion Where Parking Prohibited
Eighth Street (West)	From the west line of Pearl Street to the east line of Division Street.

Ninth Street (West)	From the west line of Catherine Street west to the east line of Division Street.
11th Street (West)	From the west line of Pearl Street to the east line of Division Street.
19th Street (West)	From the west side of Olive Street to the east line of College Street.
22nd Street (West)	From the west line of Tremont Street to the east line of College Street.
23rd Street (West)	From the west line of Tremont Street to the east line of Iowa Street.
25th Street (West)	From the west line of Olive Street to the east line of College Street.
26th Street (West)	From the west line of Tremont Street to the east line of College Street.
28th Street (West)	From the west line of Walnut Street to the east line of College Street.
Brookside Drive	From the southerly extension of the east curb line of Starview Drive east to the west curb line of Panther Lane.
Campus Street	From a point 248 feet south of the westerly extension of the south curb line of West 20th Street south to the north curb line of West 22nd Street.
College Street	From a point 65 feet south of the south curb line of University Avenue south to the south curb line of West 29th Street.
Division Street	From the north line of Eighth Street to the south line of Sixth Street.
Ellen Street	From the south curb line of West 7th Street to the north curb line of West 12th Street.
Floral Court	The entire length of the street except the radius of the cul-de-sac.
Iowa Street	From the south line of West 21st Street to the north line of University Avenue.

	From the south line of First Street to the north line of 11th Street.
Merner Avenue	From the south curb line of West 18th Street south to the north curb line of West 19th Street.
	From the south end of the bridge over Dry Run Creek south to the north line of West 22nd Street.
Olive Street	From the south curb line of West 21st Street to the north curb line of University Avenue.
	From the south line of First Street to the north line of 12th Street.
Pearl Street	From the south line of Eighth to the north line of 11th Street.
Seerley Boulevard	From the west line of Tremont Street to the east line of Olive Street.
Tremont Street	From the south line of West 20th Street to the north line of University Avenue.
Walnut Street	From the south line of West 18th Street to the north line of University Avenue.

(Code 2017, § 26-272; Ord. No. 1960, § 1, 11-25-1991; Ord. No. 2078, § 2, 12-12-1994; Ord. No. 2101, § 1, 5-8-1995; Ord. No. 2130, § 2, 1-22-1996; Ord. No. 2240, § 1, 5-26-1998; Ord. No. 2252, § 1, 1-25-1999; Ord. No. 2257, § 2, 4-12-1999; Ord. No. 2277, § 1, 10-25-1999; Ord. No. 2288, § 1, 2-14-2000; Ord. No. 2290, § 1, 2-28-2000; Ord. No. 2328, § 1, 3-26-2001; Ord. No. 2401, §§ 1—3, 11-25-2002; Ord. No. 2418, § 1, 3-10-2003; Ord. No. 2466, § 1, 1-12-2004; Ord. No. 2489, § 1, 9-20-2004; Ord. No. 2565, § 1, 11-14-2005; Ord. No. 2592, § 1, 8-14-2006; Ord. No. 2636, § 1, 11-12-2007; Ord. No. 2664, § 1, 9-8-2008; Ord. No. 2670, § 2, 1-26-2009; Ord. No. 2757, § 1, 12-12-2012[11]; Ord. No. 2781, § 1, 10-22-2012; Ord. No. 2811, § 4, 5-12-2014; Ord. No. 2834, § 1, 3-2-2015; Ord. No. 2866, § 1, 6-20-2016; Ord. No. 2897, § 1, 3-6-2017)

**Sec. 23-376. Parking prohibited on Tuesday, Thursday or Saturday, 8:00 a.m. to 5:00 p.m., north and east sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the north and east sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Tuesday, Thursday or Saturday:

Street	Portion Where Parking Prohibited
Walnut Street	From the south line of University Avenue to the north line of West 29th Street.

(Code 2017, § 26-272.1; Ord. No. 2867, § 1, 6-20-2016)

**Sec. 23-377. Parking prohibited on Monday, Wednesday or Friday, 8:00 a.m. to 5:00 p.m., north and east sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the north and east sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Monday, or Wednesday or Friday:

Street	Portion Where Parking Prohibited
Eighth Street (West)	From the west line of Pearl Street to the east line of Division Street.
Ninth Street (West)	From the west line of Catherine Street west to the east line of Division Street.
11th Street (West)	From the east line of Pearl Street to the west line of Division Street.
19th Street (West)	From the west side of Olive Street to the east line of College Street.
22nd Street (West)	From the west line of Tremont Street to the east line of College Street.
23rd Street (West)	From the west line of Tremont Street to the east line of Iowa Street.
25th Street (West)	From the west line of Olive Street to the east line of College Street.
26th Street	From the west line of Tremont Street to the east line of College Street.

(West)	
28th Street (West)	From the west line of Walnut Street to the east line of College Street.
Brookside Drive	From the east curb line of Starview Drive east to the west curb line of Panther Lane.
Campus Street	From a point 248 feet south of the south curb line of West 20th Street south to the north curb line of West 22nd Street.
College Street	From a point 65 feet south of the south curb line of University Avenue south to the north curb line of West 29th Street.
Division Street	From a point 120 feet north of the north line of Eighth Street to the south line of Sixth Street.
Ellen Street	From the south curb line of West 7th Street to the north curb line of West 12th Street.
Floral Court	The entire length of the street except the radius of the cul-de-sac.
Iowa Street	From the south line of West 21st Street to the north line of University Avenue.
	From the north line of First Street to the south line of 11th Street.
Merner Avenue	From the south curb line of West 18th Street south to the north curb line of West 19th Street.
	From the south end of the bridge over Dry Run Creek south to the north line of West 22nd Street.
Olive Street	From the south curb line of West 21st Street to the north curb line of University Avenue.
	From the north line of First Street to the south line of 12th Street.
Pearl Street	From the north line of Eighth Street to the south line of 11th Street.
Seerley Boulevard	From the west line of Tremont Street to the east line of Olive Street.

Tremont Street	From the south line of West 20th Street to the north line of University Avenue.
Walnut Street	From the south line of West 18th Street to the north line of University Avenue.

(Code 2017, § 26-273; Ord. No. 1960, § 2, 11-25-1991; Ord. No. 2078, § 3, 12-12-1994; Ord. No. 2101, § 1, 5-8-1995; Ord. No. 2130, § 3, 1-22-1996; Ord. No. 2240, § 2, 5-26-1998; Ord. No. 2252, § 2, 1-25-1999; Ord. No. 2257, § 3, 4-12-1999; Ord. No. 2277, § 1, 10-25-1999; Ord. No. 2288, § 2, 2-14-2000; Ord. No. 2290, § 2, 2-28-2000; Ord. No. 2328, § 2, 3-26-2001; Ord. No. 2401, §§ 4—6, 11-25-2002; Ord. No. 2418, § 2, 3-10-2003; Ord. No. 2466, § 2, 1-12-2004; Ord. No. 2489, § 2, 9-20-2004; Ord. No. 2565, § 2, 11-14-2005; Ord. No. 2592, § 2, 8-14-2006; Ord. No. 2637, § 1, 2, 11-12-2007; Ord. No. 2664, § 2, 9-8-2008; Ord. No. 2670, § 3, 1-26-2009; Ord. No. 2757, § 2, 12-12-2012[11]; Ord. No. 2781, § 2, 10-22-2012; Ord. No. 2811, § 5, 5-12-2014; Ord. No. 2834, § 2, 3-2-2015; Ord. No. 2866, § 2, 6-20-2016; Ord. No. 2897, § 2, 3-6-2017)

**Sec. 23-378. Parking prohibited on Monday, Wednesday or Friday, 8:00 a.m. to 5:00 p.m., south and west sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the south and west sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Monday, Wednesday or Friday:

Street	Portion Where Parking Prohibited
Walnut Street	From the south line of University Avenue to the north line of West 29th Street.

(Code 2017, § 26-273.1; Ord. No. 2867, § 2, 6-20-2016)

**Sec. 23-379. Limited parking on specific streets.**

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Limited
Third Street (West)	

	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
23rd Street (West)	On the north side, between the east line of Merner Avenue and the west side of Campus Street, parking shall be marked off in parking stalls and limited to a one-hour period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.
College Street	On the east side, from the south curb line of West 20th Street south to the north curb line of 21st Street, parking shall be limited to a two-hour period.
College Street (South)	On the east side, from the south curb line of West 20th Street south to the north curb line of West 22nd Street, parking shall be limited to a two-hour period.
	On the west side, from the south curb line of West 20th Street to a point 40 feet north of the north curb line of West 22nd Street, parking shall be limited to a two-hour period.

(Code 2017, § 26-274; Ord. No. 1922, §§ 3, 4, 11-26-1990; Ord. No. 1926, § 2, 1-2-1991; Ord. No. 2006, § 10, 3-1-1993; Ord. No. 2011, § 2, 4-12-1993; Ord. No. 2024, § 1, 8-23-1993; Ord. No. 2564, § 1, 11-14-2005; Ord. No. 2577, § 2, 6-12-2006; Ord. No. 2596, § 1, 9-11-2006; Ord. No. 2662, § 1, 8-25-2008; Ord. No. 2807, § 2, 3-24-2014)

**Sec. 23-380. All-night parking prohibited on specific streets.**

No person shall park a vehicle on the following streets on any day between the hours of 2:00 a.m. and 6:00 a.m.:

Street	Portion Where Parking Prohibited

23rd Street (West)	On both sides, between College Street and Merner Avenue.
	On the south side between Merner Avenue and Minnesota Street.
31st Street (West)	On the south side between Hudson Road and a point 1,300 feet west of Hudson Road.
College Street	On both sides between 20th Street and 23rd Street.
Main Street	On both sides between First Street and Fifth Street.
	On the west side between Fifth Street and Sixth Street.

(Code 2017, § 26-275; Ord. No. 2690, § 1, 8-24-2009)

**Sec. 23-381. Angle parking zones.**

No person shall park a vehicle on the following streets or portions of streets, which have been signed or marked for angle parking, other than within the lines so marked:

Street	Portion Zoned
Second Street (West)	On the north side from State Street to Clay Street.
	On both sides between Franklin Street and Clay Street.
Third Street	On the south side between Washington Street to the west line of the Washington Street and Main Street alley.
	On the north side between the east line of the Washington Street and Main Street alley to the west line of Main Street.
	On the south side between the east line of Main Street to the west line of the Main Street and State Street alley.
Fourth Street	On the south side from the east curb line of State Street east to the end of the street.

(East)	
Eighth Street (West)	On the north side between College Street and Pearl Street.
11th Street (West)	On both sides from Division Street west to a point 400 feet west of the west line of Division Street.
Clay Street	On both sides between Second Street and Third Street.
Division Street	On both sides between Eighth Street and 12th Street.
Main Street	On both sides between First Street and Sixth Street.
Pearl Street	On both sides between Seventh Street and Eighth Street.
Rownd Street	On the west side from a point 185 feet north from the north curb line of Valley High Drive to a point 307 feet north of the north curb line of Valley High Drive.
State Street	On the east side from the north curb line of Fourth Street north to the south curb line of Second Street.

**Sec. 23-382. Loading zones on specific streets.**

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be loading zones at all times if unspecified in this section, or if specified in this section, only during the listed times . No vehicle shall park or stand in a loading zone other than while actually engaged in the loading or unloading of passengers or materials. Time limits for loading or unloading in loading zones may be established by proper signpost. Exceeding such posted time limits shall be a violation of this section.

Street	Portion Where Parking Limited
Fourth Street (West)	Loading zone: From a point 100 feet east of the centerline of Francis Street to a point east of the centerline of Francis Street.
Seventh	Loading zone: On the north side from the east curb line of Washington Street east a

Street (West)	distance of 112 feet during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.
Eighth Street (West)	Loading zone: On the south side from the east line of Tremont Street to a point 65 feet east of the east line of Tremont Street.
Eighth Street (West)	Loading zone: On the north side from a point 203.5 feet east of the centerline of Barrington Drive, thence a distance of 150 feet east, from 8:00 a.m. to 4:00 p.m., Monday through Friday.
Ninth Street (East)	Loading zone: On the south side from a point 59 feet east of the east right-of-way line, thence east 40 feet.
20th Street (West)	Loading zone: On the south side, commencing at the east right-of-way line of College Street and extending 55 feet east.
22nd Street (West)	Loading zone: On the north side commencing 160 feet west of College Street and continuing west a distance of 81 feet.
23rd Street (West)	Loading zone: On the north side from the west line of College Street to a point 95 feet west thereof.
Clay Street	Loading zone: On the east side commencing at a point 63 feet south of the south curb line of Sixth Street and extending south 36 feet.
Clay Street	Loading zone: On the east side beginning at a point 77 feet north of the north line of Ninth Street and extending to a point 117 feet north of the north line of Ninth Street.
Dallas Drive	Loading zone: On the east side from a point 50 feet north of the north curb line of Idaho Street north a distance of 30 feet.
Dallas Drive	Loading zone: On the east side from a point 100 feet north of the north curb line of Idaho Street north a distance of 25 feet.
Grand Boulevard	Loading zone: On the south side commencing at a point 188 feet west of the centerline of Park Drive and extending to a point 245 feet west of the centerline of Park Drive.
Main Street	Loading zone: On the east side of said street from a point 145 feet south of the centerline on Ninth Street a distance of 50 feet south.

Rownd Street	On the west side from a point 380 feet north of the north curb line of Valley High Drive to a point 520 feet north of the north curb line of Valley High Drive from 8:30 a.m. to 9:00 a.m. Monday through Friday; from 3:15 p.m. to 3:45 p.m. on Monday, Tuesday, Thursday and Friday; and from 2:00 p.m. to 2:30 p.m. on Wednesday.
Seerley Boulevard	Loading Zone: On the north side from a point 133 feet west of the west line of Melrose Drive west a distance of 250 feet, from 6:00 a.m. to 6:00 p.m., Monday through Friday.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
Walnut Street	Loading Zone: On the east side commencing at a point 15 feet south of the south curb line of West 13th Street south a distance of 45 feet.
Washington Street	Loading zone: On the west side commencing at a point 99 feet north of the north curb line of Eighth Street at its intersection with Washington Street and continuing north a distance of 46 feet.
Washington Street	Loading zone: One the west side commencing at the north curb line of Eighth Street at its intersection with Washington Street north a distance of 99 feet during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday.

(Code 2017, § 26-277; Ord. No. 1966, §§ 1, 3, 2-11-1992; Ord. No. 2002, § 4, 1-11-1993; Ord. No. 2048, § 1, 2-28-1994; Ord. No. 2069, § 1, 11-14-1994; Ord. No. 2090, § 2, 3-27-1995; Ord. No. 2094, § 1, 4-10-1995; Ord. No. 2124, § 1, 12-11-1995; Ord. No. 2172, § 2, 12-9-1996; Ord. No. 2228, § 1, 4-13-1998; Ord. No. 2247, § 1, 11-9-1998; Ord. No. 2268, §§ 3, 4, 7-12-1999; Ord. No. 2272, §§ 1, 2, 6-28-1999; Ord. No. 2285, § 2, 1-10-2000; Ord. No. 2471, § 1, 1-26-2004; Ord. No. 2538, § 1, 8-8-2005; Ord. No. 2558, § 2, 11-14-2005; Ord. No. 2577, § 3, 6-12-2006; Ord. No. 2606, § 1, 10-23-2006; Ord. No. 2610, § 2, 12-18-2006; Ord. No. 2734, § 2, 2-28-2011; Ord. No. 2807, § 3, 3-24-2014; Ord. No. 2811, § 3, 5-12-2014)

(Code 2017, § 26-276; Ord. No. 2690, § 2, 8-24-2009; Ord. No. 2734, § 1, 2-28-2011)

**Sec. 23-383. School bus loading and unloading zones.**

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be school bus loading or unloading zones. No vehicle other than a school bus shall park in any school bus loading or unloading zone.

Street	Portion Where Parking Prohibited

Lantz Avenue	On the east side of said street from a point 50 feet south of the southeast corner of Lantz Avenue and Fern Street a distance of 61 feet south.
Seerley Boulevard	On the north side from a point 383 feet west of the west line of Melrose Drive west a distance of 100 feet, from 7:30 a.m. to 4:30 p.m., Monday through Friday.
	On the south side, from a point 350 feet east of Grove Street to a point 525 feet east of Grove Street, from 7:00 a.m. to 4:00 p.m., Monday through Friday.
Washington Street	On the west side from a point 100 feet north of the north curb line of West Seventh Street north to a point 25 feet south of the south curb line of West Sixth Street, from 7:00 a.m. to 4:00 p.m., Monday through Friday.

(Code 2017, § 26-278; Ord. No. 2004, § 5, 2-8-1993; Ord. No. 2090, § 3, 3-27-1995; Ord. No. 2215, § 1, 1-26-1998; Ord. No. 2285, § 3, 1-10-2000; Ord. No. 2510, § 1, 4-11-2005; Ord. No. 2734, § 3, 2-28-2011)

**Sec. 23-384. Restricting parking in a loading zone.**

The street or portions of streets or alleys or portions of alleys enumerated in this section, when properly sign posted, are hereby declared to be loading zones. No vehicle shall park in a loading zone other than while actually engaged in the loading or unloading of passengers or materials.

Street or Alley	Loading Zone
The east west alley between West 1st Street and West 2nd Street.	From the east line of the north south alley between West 1st Street and West 2nd Street, a distance of 73 feet east, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

(Code 2017, § 26-279; Ord. No. 1991, § 1(158.2), 9-28-1992)

**Sec. 23-385. Lamps on parked vehicles.**

Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent to the roadway, outside of a business district whether attended or unattended during the times mentioned in section 23-517, such vehicle shall be equipped with one or more lamps which shall exhibit a white or amber light on the roadway side visible from a distance of 500 feet to the front of such vehicle and a red light visible from a distance of 500 feet to the rear. Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.

(Code 2017, § 26-280; Ord. No. 1995, § 1(243A), 9-28-1992)

**Sec. 23-386. Prohibited parking during snow removal.**

- (a) Whenever the mayor or director of municipal operations and programs or the director's designee finds on the basis of excess accumulation of snow, that weather conditions have created or are likely to create hazardous road and driving conditions which will impede or are likely to impede movement of fire, health, police, emergency or other vital vehicular traffic, the mayor or director of municipal operations and programs or the director's designee may declare a snow emergency, and declare that snow removal from priority streets shall begin and shall prohibit parking or stopping of vehicles on designated snow removal routes. While the snow emergency is in effect, no person shall park, abandon or leave unattended any vehicle upon any snow removal route or portion of such route, as designated as such by subsection (d) of this section. Each street designated as a snow removal route shall be marked with signs displaying the words, "Emergency Snow Route." A snow removal parking ban shall continue from its declaration through the duration of the snow storm, and until the mayor or director of municipal operations and programs or the director's designee issues notice that the snow emergency is at an end. The public will be notified via local radio, television and newspaper when the snow emergency begins and is concluded. The parking prohibition on snow removal routes shall not go into effect until two hours after the snow emergency has been declared in accordance with this section. Termination of the parking prohibition shall be effective immediately upon the announcement that the snow emergency is at an end.
- (b) When it is declared that snow removal operations are to begin, it shall be unlawful for the driver of any vehicle to impede or block traffic on designated snow removal routes.
- (c) Any police officer of the city police operations division, including duly authorized volunteer officers, or the director of municipal operations and programs or the director's designee shall be authorized to cause the towing of vehicles blocking traffic or parking on designated snow removal routes during snow removal operations in violation of this section. The owner of the vehicle shall pay the costs of towing and storage occasioned by the removal of the vehicle as provided herein. In addition any police officer of the city police operations division, including duly authorized volunteer officers, the director of municipal operations and programs or the director's designee shall be authorized to issue parking tickets for violations of this section, parking on designated snow removal routes during snow removal operations.
- (d) Priority snow removal routes are designated as follows:

Street	Portion Where Parking Prohibited
Second Street	From State Street to Franklin Street
Third Street	From State Street to Franklin Street
Fourth Street	From State Street to Washington Street
Fifth Street	From State Street to Washington Street
Sixth Street	From State Street to Clay Street

18th Street (West)	From College Street to Hudson Road
23rd Street	From College Street to Merner Avenue
Clay Street	From First Street to Sixth Street
College Street	From University Avenue to 18th Street
Division Street	From Eighth Street to 12th Street
Franklin Street	From Sixth Street to First Street
Main Street	From First Street to Sixth Street
Orchard Drive	From South Main Street to Cedar Heights Drive
State Street	From First Street to Sixth Street
Walnut Street	From First Street to 18th Street
Washington Street	From First Street to Sixth Street

- (e) Special penalty. Any person violating this parking ban shall be fined \$25.00 for each offense, in addition to the costs of towing and storage.
- (f) In any proceeding for violation of this section, the registration plates displayed on a motor vehicle involved in such violation shall constitute in evidence a prima facie presumption that the registered owner of such motor vehicle was the person who parked or placed such motor vehicle at the point where such violation occurred.

(Code 2017, § 26-281; Ord. No. 2679, § 1, 3-9-2009; Ord. No. 2855, § 1, 10-19-2015)

**Sec. 23-387. Fire lanes.**

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Building* means any structure or portion of a structure which meet the following criteria:

- (1) Privately owned commercial property zoned commercial under the zoning chapter of specifically zoned in the following commercial districts: S-1, C-1, C-2, and C-3.
- (2) Privately owned residential property under the zoning chapter specifically zoned as RP.

*Commercial vehicle* means a motor driven car or truck which is designated by lettering on the vehicle's body indicating a commercial purpose or which has a commercial license plate attached and is duly registered to the vehicle.

*Fire lane* means an opening not less than 20 feet of unobstructed width measured from the farthest building projection or walkway/curb, whichever is the greatest distance from the building wall, and shall have no vertical obstructions. The length of a fire lane shall be properly posted as set forth below.

- (b) *Violation.* No person shall park a vehicle in any place designated by the fire operations division as a fire lane and posted as hereinafter provided, whether such fire lane be upon publicly owned property or right-of-way, or upon privately owned property. Any person violating this section shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9. In addition, members of the police t operations division or parking meter attendants, or their designees, may remove such vehicle to a storage place as provided by ordinance.
- (c) *Signs.* A fire lane shall be posted with metal signs reading "No Parking—Fire Lane Violators Subject to Towing and Citation under code section 23-389 of the City of Cedar Falls, Iowa" at least every 50 linear feet thereof.
- (d) *Presumption.* When an area is posted as a fire lane as provided in subsection (c) of this section, a presumption shall arise that said area was designated as a fire lane by or with the authority of the fire operations division.
- (e) *Maintenance and construction expense.* Fire lanes shall be constructed and maintained at the owner's expense, which shall include the purchase of properly marked signs.
- (f) *Free and clear of all obstructions.* Fire lanes shall at all times be free and clear of all obstructions, with the following exceptions:
  - (1) Normal movement of vehicular traffic.
  - (2) Actively loading and unloading of commercial vehicles. Commercial vehicles shall be limited to a period of not more than 30 minutes' obstruction of the fire lane.

(Code 2017, § 26-282; Ord. No. 2232, § 2, 4-27-1998; Ord. No. 2705, §§ 4, 5, 2-22-2010)

**Secs. 23-388—23-406. Reserved.**

## **DIVISION 2. PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES**

### **Sec. 23-407. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Municipal parking lot* means any parking area, not including streets or highways, designated as a public parking lot.

*Operator* means every individual who operates a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle.

*Park or parking* means the standing of a vehicle, whether occupied or not, upon a street or municipal parking lot, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, and other than an involuntary stopping of a vehicle by reason of causes beyond the control of the operator of such vehicle.

*Parking meter/pay station* means any mechanical device or meter not inconsistent with this division that is placed or erected for the regulation of parking by authority of this division. Parking meters/pay stations installed shall indicate the legal parking time and pay for parking rate established by the city, and at the expiration of such period shall indicate illegal or overtime parking.

*Parking space* means any space within a parking enforcement district, which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or municipal parking lot.

*Parking enforcement district* means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where parking is enforced..

*Person* means any individual, firm, copartnership, association or corporation.

*Street* means any public street, avenue, road, alley, highway, lane, path or other public place located in the city and established for the use of vehicles.

*Vehicle* means any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(Code 2017, § 26-291)

**Sec. 23-408. Rights reserved by city.**

Nothing contained in this division shall be construed as prohibiting the city from providing for bus stops and for other matters of a similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Code 2017, § 26-293)

**Sec. 23-409. Supervision of parking operations.**

The council shall be responsible for the regulation, control, operation, maintenance and use of parking operations in the city.

(Code 2017, § 26-294)

**Sec. 23-410. Use of parking enforcement district for loading and unloading.**

Commercial trucks may park on the street or in municipal parking lots in parking enforcement districts to load and unload merchandise where no facilities are available to load or unload in alleys or loading/unloading zones. Such parking shall not exceed 15 minutes, and parking beyond such time limit shall be considered a violation of this division.

(Code 2017, § 26-296)

**Sec. 23-411 – Parking districts described.**

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

(a) Downtown parking enforcement district, being the boundaries described in Sec. 26-189, Central Business District (CBD) overlay zoning district.

(b) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

**Sec. 23-412. Drop off/Pick up zones on specific streets in a parking enforcement district.**

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be drop off/pick up zones. No vehicle shall park or stand in a drop off/pick up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop off/pick up zone for more than 15 minutes.

Street	Portion Where Parking Limited
Second Street (East)	Drop off/ Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.
Second Street (West)	Drop off/ Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.
Third Street (East)	Drop off/ Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.
Third Street (West)	Drop off/ Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.
Third Street (West)	Drop off/ Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.
Fourth Street (East)	Drop off/ Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.
Fourth Street	Drop off/ Pick up Zone: On the north side 40 feet west of the Main Street line to a point

(West)	50 feet west of the Main Street line.
Fifth Street (West)	Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.
Sixth Street	Drop of/ Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.
Clay Street	Drop off/ Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north 6th Street line.
Clay Street	Drop off/ Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north 6th Street line.
Main Street	Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.
State Street	Drop off/Pick up Zone: On the west side from a point 20' south of the south line of Second Street to 40' south of the south line of Second Street.

**Sec. 23-413. Parking time limits in parking enforcement districts.**

- (1) Parking is prohibited in a municipal lot unless the operator of the vehicle is permitted to do so by purchasing a city issued permit or pays for parking at or by means of a parking meter/pay station. :
- (2) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (3) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.

(Code 2017, § 26-298; Ord. No. 1926, §§ 3, 4, 1-2-1991; Ord. No. 2006, § 11, 3-1-1993; Ord. No. 2206, § 1, 10-13-1997; Ord. No. 2342, § 1, 8-13-2001; Ord. No. 2559, § 1, 10-24-2005; Ord. No. 2705, § 7, 2-22-2010)

**Sec. 23-414. Use of funds collected from parking operations and enforcement.**

- (a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:

- (1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.
  - (2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.
  - (3) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Code 2017, § 26-302)

#### **Sec. 23-415. Parking violations.**

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in Section 23-23.

(Code 2017, § 26-303; Ord. No. 2006, § 12, 3-1-1993)

#### **Sec. 23-416. Notice of parking violation.**

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Code 2017, § 26-304)

#### **Sec. 23-417. Report of parking violations.**

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.

- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.
- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

(Code 2017, § 26-305; Ord. No. 2583, § 3, 6-12-2006)

(Code 2017, § 26-306)

**Sec. 23-418. Fines for parking violations.**

- (a) Except as otherwise provided in this article or by state law, the fine for a violation of this article shall be \$10.00, payable to the city. If said fine is not paid within 30 days from the date of the notice of violation, the fine shall be increased to \$15.00.

(Code 2017, § 26-307; Ord. No. 2722, § 1, 12-13-2010)

**Sec. 23-419. Parking permits for municipal parking lots or parking facilities.**

- (a) *Generally.* The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

(Code 2017, § 26-311; Ord. No. 2771, § 1, 7-9-2012)

**Sec. 23-420. Two-hour limit on parking in certain parking spaces on certain streets.**

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:
  - (1) Main Street from First Street to Sixth Street.
- (b) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.
- (c) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-421(a).

(Code 2017, § 26-312; Ord. No. 2722, § 4, 12-13-2010; Ord. No. 2874, § 1, 8-1-2016)

**Sec. 23-421. Three-hour limit on parking in certain parking spaces on certain streets.**

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

- (1) Second Street from State Street to Clay Street.
- (2) Third Street from State Street to Clay Street.
- (3) Fourth Street from State Street to Washington Street.
- (4) Fifth Street from State Street to Washington Street.
- (6) State Street from Second Street to Fourth Street.
- (7) Washington Street from First Street to Sixth Street.
- (8) Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.

Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate three hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each three-hour period thereafter.

(c) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-421(a).

**Sec. 23-422. Two-hour limit on parking in municipal lots G, M and N and on certain portions of College Street and 23rd Street.**

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in the following places:

- (1) Anywhere within municipal lots G, M and N.

- (2) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.

Each consecutive two-hour minute period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.

- (b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.

(Code 2017, § 26-313; Ord. No. 2691, § 2, 7-27-2009; Ord. No. 2705, §§ 5, 8, 2-22-2010)

**Sec. 23-423. One-hour limit on parking in certain parking spaces on certain portions of 23rd Street and College Street.**

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.
- (2) College Street from 22nd Street to 23rd Street.

Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.

- (b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.

(Code 2017, § 26-314; Ord. No. 2691, § 3, 7-27-2009)

**Sec. 23-424. One-hour limit on parking in municipal lot O.**

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) Anywhere within municipal lot O.
- (2) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one-hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.

(b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.

(Code 2017, § 26-315; Ord. No. 2691, § 4, 7-27-2009)

**Sec. 23-425. Parking prohibited in portions of municipal lot G during certain hours.**

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited in the 20 angled parking spaces located in the northeast leg of municipal lot G on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m.

(Code 2017, § 26-316; Ord. No. 2833, § 1, 12-1-2014; Secs. 23-425—23-458. Reserved.

INTRODUCED: \_\_\_\_\_ May 20, 2019  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



MAYOR JIM BROWN

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

**MEMORANDUM**  
Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** May 30, 2019  
**SUBJECT:** Appointment/Reappointments

I am recommending the following appointment and reappointments:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Kate Brennan Hall	Art & Culture Board (reappointment)	07/01/2023
Matthew Wilson	Art & Culture Board (reappointment)	07/01/2023
Lauren Finke	Art & Culture Board (fills vacancy)	07/01/2021

CITY OF CEDAR FALLS, IOWA

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: Lauren A Finke Gender: F Date: May 22, 2019  
                    First                                    MI                                    Last

Home Address: 1722 W. Ridgewood Drive, CF Phone: (319) 239-6269

Work Address: 2101 Kimball Avenue, Suite 136, Waterloo Phone: 319) 272-2087

Email Address: lpelley@cfu.net Cell: (319) 239-6269

Employer: Volunteer Center of Cedar Valley Position/Occupation: Executive Director

If Cedar Falls resident, length of residency: 36 years Ward: 5

NOMINEE FOR: Arts and Culture 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.)

Through my work with the Volunteer Center for the last 11 years, I've had the opportunity to involve myself professionally and personally in a number of community endeavors, projects, and opportunities including leadership with the Waterloo Rotary Club, PET PALS, Association of Fundraising Professionals, Blue Zones Project, and a variety of other short-term/one-time volunteer opportunities.

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

I have had numerous years of experience managing an organization that is run by a board as well as serving on a number of boards and committees. I understand the structure and commitment associated with doing so.

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

As a lifelong resident of Cedar Falls, I feel passionate about continuing the traditions of the community while maintaining the integrity and the fantastic way of life Cedar Falls is. Additionally, I feel my background in the nonprofit sector and nonprofit management brings a wealth of knowledge about engaging volunteers into creating positive change in our community.

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.

N/A

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to [boards@cedarfalls.com](mailto:boards@cedarfalls.com).

# City of Cedar Falls

## ART AND CULTURE BOARD Nominee's Questionnaire

1. Describe your interest in the Arts and past use of programs and facilities at the Hearst Center.

Growing up in the Cedar Falls community has allowed me to utilize and take part in programming at the Hearst Center over the years. I took part in art classes, theatre classes, had piano recitals there, and took field trips there throughout my education years.

Now, as my children are getting old enough to take part in activities, I am enjoying the opportunity to get them involved as well.

2. Do you have experience serving on boards for other agencies and organizations? (Describe)

Yes, I have served on a number of Board of Directors over the years including current roles with the Waterloo Rotary Club, Association of Fundraising Professionals, and Experience Waterloo. Additionally, as the Executive Director for a nonprofit organization I assist with management of the Volunteer Center of Cedar Valley Board of Directors which provides me the opportunity to know the inside track on board management and best practices.

3. Fundraising for facilities, projects, and endowments is critical for this Board. Do you have experience and/or interest in this area? (Describe)

As a Director of a nonprofit organization I do find myself engaging in fundraising and, while this isn't always a comfortable role, it is something I that do in hopes to engage people in the mission of organizations I believe in supporting. I am willing to be part of conversations supporting fund development.

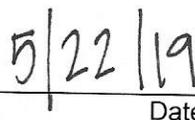
4. Do you know that the Art and Culture Board is advisory in nature? What do you see your role will be if appointed?

Engaging advisory members from all walks of life is incredibly important to the success of organizations and endeavors while providing support to staff. You must have people who are willing to advocate and see ideas and projects through as well as be willing to bring their strengths to the table. I see my role as part of the Board to not only market the great work occurring, but also to share insight, new ideas, and ways to engage new people to the arts and culture of the Cedar Falls community.

5. What is your opinion of the Hearst Center and Cultural Arts Division? Are there changes you would like to see? (Explain.)

I feel passionate about seeing the Hearst Center as well as the Cultural Arts Division continue to succeed in our community. I feel positive about the good work occurring and a desire to be part of the continued success while bringing my strengths about community engagement to the table.

  
Signature

  
Date

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

May 20, 2019

The Committee of the Whole met in the Council Chambers at 6:10 p.m. on May 20, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* and Andy Meessmann with Snyder and Associates also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Downtown Parkade and Streetscape. Stephanie Houk Sheetz Director of Community Development reviewed the Downtown Streetscape plan. She stated we have secured a Black Hawk County Gaming Grant. She stated the current downtown brick landscaping is about 15 years old and is showing deterioration and material aging. She explained the project will be done in phases and will start in 2020 and the landscaping and brick sidewalk will expand to the adjoining side streets. Ms. Sheetz introduced Andy Meessmann with Snyder and Associates. Mr. Meessmann reviewed three different options; (1) Peel and Replace the existing pattern of the brick landscaping; (2) Traditional and Contemporary blend; or (3) Celebrate the River concept. He stated the recommendation is option two which ties very well with the downtown brick facades; a traditional and contemporary blend of red, two gray tones, and tan paver bricks. He reviewed a slide which exhibited the transition from Main Street to a side street using three of the colors and concrete. Ms. Sheetz stated they had a meeting with Community Main Street and a public information meeting on May 7, 2019. She reviewed the comments from these meetings. She reviewed the next steps which are to finalize the construction plans and have the bid letting in January 2020.

Mayor Brown opened it up for discussion. Mark Miller motioned for staff to proceed with developing construction plans utilizing Option 2: Traditional and Contemporary with four paver brick colors on Main Street transitioning to three paver brick colors with concrete on the side streets. Frank Darrah seconded the motion. After a brief discussion, Tom Blanford amended the motion to carry the same brick pattern with the four colors of paver bricks to the side streets. Daryl Kruse seconded the motion. Ms. Sheetz stated the recommended idea was to make the Parkade a main focus, but to have a connection with the side streets, showing the walkability. Carol Lilly with Community Main Street, stated extending the same brick pattern to all the side streets was not part of the discussion when they met with City staff. Mr. Meessmann confirmed the cost will be higher if the same pattern is used on the side streets as Main Street. Council discussion was held concerning the additional cost of the brick pavers. Ms. Sheetz answered questions from council and stated better estimates can be provided during the construction planning for the side streets using concrete or full brick pavers. Mr. Meessmann reviewed the expected life of the new bricks and stated a sealant can be applied and there will be a suggestion to what type of salt should be used in the winter season. The Mayor put the question on the motion. The motion to amend carried unanimously. Ms. Sheetz stated signage is not part of the current project.

Mayor Brown opened it up for comments from the public. Tim Schilling, downtown property owner, commented he liked the concept of the project and said there is the option of colored concrete with accent pavers. The Mayor put the question on the amended motion. The motion carried unanimously as amended.

Mayor Brown introduced the final item on the agenda, bills and payroll. Daryl Kruse moved to approve the bills as presented, Tom Blandford seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:52 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



April 2019

**APRIL 2019 MONTHLY REPORTS**  
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**FINANCIAL SERVICES**  
**April 2019**

**Financial Reports**

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

**Cash Management**

Property tax related revenues received to date in FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Treasurer and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$98,409,500 invested in CD's and \$8,300,000 in a liquid money market.

<b><u>Investments</u></b>	<b><u>Transactions</u></b>	<b><u>Amount</u></b>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	1	8,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$257,029.87

**FY19 Budget**

We received Departmental amendments to the FY19 Budget from each department in April. The certification resolution was published April 19, 2019 and the public hearing is set for May 6, 2019.

**Inventory**

The process for updating Inventory for all departments were started. On-site inventory checks were performed in April and will continue in May.

**Health Trust Fund Board**

The Board was invited to tour and see the renovations taking place at the Western Home on April 4<sup>th</sup>. The Health Trust helped support the project and the Board was able to see how the dollars were used.

### **Federal Grant Programs**

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund was timely filed as required by HUD. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

### **Miscellaneous Financial Activities**

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For April, 35 payroll checks and 676 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 213 invoices were mailed out to customers.
7. 1,454 transactions for accounts payable were processed and approved by the City Council for payment and 506 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Continued training for the Community Suite Software to replace QuickBooks.
9. Continued to provide bookkeeping support for Sturgis Falls.

### **Benefits & Compensation Activities**

1. Three firms were selected as finalists from a total of eight firms that submitted bids to provide benefits consulting services for the City based on an RFP that was distributed in February. The three finalists were interviewed by the Director of Finance and Business Operations, City Treasurer/Controller, and Accountant during late March and early April. Following the interviews, the firms were discussed and analyzed. Holmes Murphy was selected from the finalists and was approved by the City Council during the May 6 council meeting.
2. Preparations and communications for wellness challenge #4, Rethink Your Drink, were completed. The challenge began April 29. Employees are encouraged to drink six 8-ounce glasses of water per day throughout the challenge. Prizes will include healthy smoothies and a water bottle to those who register and complete the challenge, respectively.
3. Employee wellness program rates were approved and a memo was sent to eligible employees and retirees communicating the update.

## **Civil Service Commission & Employment Related Activities**

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Arborist, City Engineer, Civil Engineer I, Civil Engineer II, Code Enforcement Officer, Communications Specialist, Director of Public Works, Economic Development Coordinator, Equipment Mechanic (internal and external), Equipment Operator, Library Director, Maintenance Workers, Planner II, Principal Engineer, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., Senior Librarian/Youth Services, Storm Water Specialist, Video Production Specialist, and Waste Water Treatment Plant Operator I; PT positions: Assistant Equipment Mechanic, Community Service Officer, Engineering Summer Intern, Laborer, Library Assistant-Youth Dept., Planning & Community Services Summer Intern, V&T Summer Intern, and seasonal position processing for the Municipal Operations & Programs Department.
2. Follow-up and preparations took place for the March 27, April 10, and May 1 Commission meetings and April 17 promotional testing appeals and decision processing.
3. The required 30-day public notice and posting for new commissioner Paul Lee was fulfilled. His appointment by the Mayor and City Council is planned for at the May 6<sup>th</sup> Council meeting.

## **Miscellaneous**

1. Assisted staff with group benefits renewal information, a long-term disability amendment, and miscellaneous benefit items.
2. Final performance evaluations were received for review and processing. Staff assisted management with related questions and provided prior year evaluations.
3. Staff attended a department meeting on April 30.
4. The City Controller/Treasurer and Accountant attended the semiannual IMFOA conference in Des Moines April 11-12.

**Finance and Business Operations  
Information Systems Division  
Monthly Report April 2019**

**Software Purchase/Installation/Upgrade Activities**

- Software installations included:
  - BusWatch school bus software was installed on a PC in investigations.
  - Our AVAMAR backup system was upgraded to version 18.2.0.134.
  - HDM 9.4.2 traffic counter software was installed on a PC in Engineering.
  - Installed VMWare View Client on Stephanie's laptop
  - Installed Avigilon on 10 PC's for the new College Hill Cameras
  - Installed RTA Fleet Management on Mechanic3 machine
  - Installed and removed SuperAntiSPYWARE, CCleaner, and Malwarebytes on the following:
    - Recreation Center Manager's machine, Transfer Station PC
  - Installed Windows Mobile for engineering tech tablet

**Equipment Purchase/Installation/Upgrade Activities**

- Equipment purchases included:
  - A mounting bracket for the GIS analyst's field locating equipment.
  - 20 hard drives and 27 sticks of memory were purchased for the Public Safety Building mini PC's.
- Equipment installations included:
  - A larger hard drive was installed in the Pheasant Ridge handicap PC.
  - A second monitor was installed for the Vehicle Maintenance Supervisor.
  - A new ONT Media Convertor was installed at Fire Station 1 and the Library.
  - Removed Bluetooth antenna from Transfer Station and installed at Public Works
  - Installed hands-free headset at Cathy's desk
  - Installed management PC at Falls

**Project and Assistance Activities**

- Additional Cameras for College Hill and Downtown Areas
  - Assisted with the configuration of the 4 newly installed College Hill cameras at our existing intersections: 21st/College, 22nd/College, the 2200 block of College and 23rd/College.
  - Components and cameras were purchased for the College Hill camera project. This included Cameras, Mounts, Media Converters, Switches, and wiring components.
  - Avigilon camera software training was attended by IT Staff and users.

- Next steps are dependent on installation of utility poles and electric and fiber service which is scheduled mid-June.
- Scheduling Software for Public Safety Department
  - Met with Aladtec representative to discuss various questions we had while using the software
  - Had Shea McNamara join the team to assist with implementation and training at the fire station.
  - Decided on a phased rollout starting on May 4 with first shift on Police and Blue Shift at fire.
- Replacement Phone System
  - Worked with the Vendor finalizing the Relationship Agreement needed to move forward
  - Met with vendor to discuss kickoff and timelines
- Replacement Copiers
  - Met with vendor to discuss new functions and software available.
  - Received 9 RFPs from 5 different vendors.
  - Scored all RFPs and decided to stay with our current vendor.
  - Prepared documentation for Council meeting on May 6.
- Mobile Application
  - Team finalized the modules that will appear on the mobile app
  - Communicated items to Civic Plus
- Graphic design projects for the month included:
  - Hearst Center: exhibit promo materials, misc. posters/fliers, postcards, vinyl, price sheet, festival ad, miscellaneous printing
  - Tourism: print and digital ads, business cards, promotional sheet, meeting room folder, passport sheet, pedal fest brochure and poster, miscellaneous printing
  - Rec Center: fitness schedule, fliers and promo items, fitness cards
  - Other: website and social media maintenance, business cards, misc. printing and trimming, TV slides, business and industry assistance, Currents future design, Pet License sign
- Assistance Activities:
  - The Lanlink server, used by the Public Works refuse section, was moved from the Transfer Station to 2200 Technology Parkway in order to improve speed issues for data access. This also alleviates congestion at the Transfer Station when trucks were trying to download yard waste pickups after dumping.
  - New city codes were sent over to the clerk of court's office for input into our TraCS system. After this was completed, I was able to contact our TraCS representative to "flag" these new codes and eliminate the old ones. All building PC's and MDC's now reflect the new codes.

- Tested voting module with Municode meetings.
- We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting, and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel.
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

### **Problem Resolution Activities**

- The Police Department was assisted with resolving video exporting issues from the WatchGuard video system. PowerShell and .Net Framework needed to be upgraded on the application server. Drive space also need to be increased on the NetApp storage share.
- Worked with Parks department on utilizing the CIMS software to represent transactions in order to report to state department from our system of record instead of keeping a secondary database for all transactions.
- Worked with Davenport group to create a new SWPP permit for engineering.

### **Equipment Repair Activities**

- A WatchGuard access point was reset back to factory default for some unknown reason. This access point was restored with a backup configuration file. Wireless uploads were then tested in the squad cars.

### **Channel 15 Programming Activities**

- Televised live programs from City Hall:
  - Two Cedar Falls City Council meetings

- Two Committee of the Whole meetings
- Two Planning & Zoning meetings
- Two Cedar Falls School Board meetings
  
- Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
  
- Regular production included:
  - Produced 2 City News shows
  - Recorded and edited Downtown Visioning meeting
  - Recorded and edited Mayor's Top Teen Awards
  - Recorded and edited Mayor's Volunteer Awards
  - Recorded and edited Business & Industry Awards
  - Recorded & broadcast live All-City Vocal Music Concert
  - Recorded and edited 30-minute program with Public Safety Director Jeff Olson on the Cedar Falls Public Safety Model
  - Produced 2 Veterans of the Cedar Valley shows
    - Black Hawk County Veterans Affairs
    - AJ Jackson, CF Student, US Marine Band commit
  - Produced 1 Parent University show for CF Schools
    - School Bond Vote
  - Produced 1 Currents Up Close
    - Bike Pedestrian Committee
  - Produced 2 Arts Overlook shows
    - Hearst Center - First Fifty Preview
    - Hearst Center – To the New World Exhibit (Dvorak)
  - Produced seven videos for the Business & Industry Awards
    - Fareway Grocery Store
    - Western Home Communities: CFU Energy Award
    - Advanced Systems
    - Jam City
    - Pickleball Courts
    - Aldrich Elementary School
    - Eagle View Companies
  - Aired 4 new Panther Sports Talk shows
  
- City News:
 

Continued weekly news format program "Cedar Falls City News" including the following stories:

  - Downtown Visioning preview
  - Road Construction report
  - Household Hazardous Materials Drop off event preview
  - Community Main Street receives Fantastic Fundraiser Award
  - Cedar Falls named Bicycle Friendly community Bronze designation

- Pet Licenses
- Business & Industry Award preview
- Seasonal Compost Facility open
- Sturgis Falls Kidsway Tent Fundraiser coming April 25
- Downtown Visioning meeting recap
- Kidsway Tent Recap
- Movies Under the Moon 2019; movies announced for summer season
- Business & Industry Award recap
- Cedar Falls Library Co-Lab Ribbon Cutting and Opening
- Ross Pierschbacher NFL Draft Party recap
- Facilities
  - Converted CFU and Mediacom Public Access channels to HD.

## **Geographical Information Systems (GIS)**

- Projects:
  - Coordinated with Planning and Legal staff for documents needed for a group of property annexations
  - Analyzed low-moderate income areas to overlay with upcoming pavement management system for potential sidewalk infill areas
  - Finalized new flood brochure with updated gauge level descriptions
  - Converted 57 contractor sewer videos and linked them to sanitary sewer database
- Web & Database:
  - Created new database view to extract building permit records from LAMA
  - Created a new web app on the parks web page for public and internal staff
  - Created a new web app on the inspections web page with current building permit locations
  - Created a new layer showing the geographic and population centers of the city for Planning
  - Updated layer attributes for park inventory
  - Rebuilt all cached map services for web apps
  - Updated cemetery information from CIMS into SQL
  - Updated rental information from Firehouse into SQL
  - Updated building permits from LAMA into SQL
- Field work:
  - Assisted Water Rec and Streets staff with location of buried manhole on W 12th St
  - Collected 90 GPS survey points

- Data Requests:
  - Provided a list to the director of FBO of all mixed-use properties
  - Provided utility information for consultant working on a proposed development of W 27th St.
  - Provided downtown visioning consultant with multiple map layers
  - Provided city clerk with addresses and names for downtown apartments with no on-site parking
  - Requested electrical and communication data from CFU for Gateway Park for consultant working on Cedar River project
  - Provided legal documents for city attorney on college square mall property
- Maps:
  - Provided a map to Parks with the bike fix-it station locations
  - Provided a map for Planning with prioritized areas for potential small cellular tower
  - Provided a map for Planning with updated flood buyout locations
  - Provided a map for City Attorney with locations of rentals owned by councilman Kruse within the College Hill overlay district
  - Provided a map to Streets showing catch basin cleanings
  - Provided a map to INRCOG with updated low-moderate income census tracks
  - Provided 3 maps for refuse route to Public Works
  - Provided maps to consulting legal firm for property annexation exhibits
  - Provided a map for Engineering showing the location of river gauge
  - Provided maps for new addresses issued:
    - 2600 Grove St - Curt Patterson commercial warehouse
    - 1320 Waterloo Rd – CFU Annex building
    - Winter Ridge Rd clarification
    - Norse Dr townhome project
    - 127 E 22<sup>nd</sup> St warehouse for Stickfort Electric
    - Maple Grove Dr road name verification to USPS
    - Sheldon Dr road name verification to USPS
    - Cedar Square Apartments address verification
    - Lots 17 & 18 Jakob Cir
    - 520 W 28<sup>th</sup> St
    - Lot 2 Pinnacle Ridge

### **Training and Staff Activities**

- A meeting was attended with our Vehicle Maintenance Supervisor and our sales representative from Keltek, in order to decide how many new MDC's will fit in the new budget.
- The semi-annual department staff meeting was attended
- Hired Mike Mennen for Video Production Specialist position, with a starting day of May 13, 2019.

- Conducted intern interviews for summer and fall: Calvin Cook and Daniel Roers
- Worked with GIS Intern to map platted easements and setbacks
- Checked GIS Intern's work for completeness and accuracy
- Met with IP Pathways to discuss network assessment project and licensing for various software.
- Met with Library staff to discuss budgets
- Met with Optiview representative to discuss Optiview sunset timeline.
- Met with CFU on Phone service
- IT Manager attended Cedar Valley Leadership Institute

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
April 2019**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

1. **Traffic Court:**

City Cases Filed: 73 (this number includes both City and State tickets)

Cases Set: 10

Trials Held: 2

2. **Code Enforcement:** Meeting with David Sturch and Enforcement at City Hall regarding a citizen.

3. **Miscellaneous:** Receipt and review e-mail from Cedar Rapids Assistant City Attorney regarding inquiry if Cedar Falls is interested in participating in Dec Action Attorney James Larew filed with the Dept. of Administrative Services. Forward same to Kevin Rogers and Colleen Sole. Instructed to disregard. Advised by Cedar Rapids City Attorney we were contacted in error.

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Advise on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
  - i. workers compensation
  - ii. personal injury
  - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
- e) Attention to remaining claims – University Avenue Reconstruction, Phase II

6. **CONTRACTS/AGREEMENTS:**
  - a) Review and Advise—Pheasants Forever planting contract
  - b) Review and Advise—Holmes and Murphy consulting agreement
  - c) Review and Advise—Developmental Procedures Agreement-Park Ridge Estates
  - d) Review and Advise—Assignment of visioning contract to Ferrell-Madsen
  - e) Review and Advise—Emergency Services contract-FEMA
  - f) Review and Advise—CF Women’s Club
  - g) Review and Advise—Furn Subdivision Developmental Procedures Agreement
  - h) Review and Advise—Escrow Agreement-Greenhill Estates, Inc.
  
7. **MAYOR/CITY COUNCIL:**
  - a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
  - b) Advise on City Council meeting procedural issues
  
9. **MISCELLANEOUS:**
  - a) Attend Weekly Department Meetings
  - b) Professional Reading-municipal and employment law resources
  - c) Advise on new Iowa appellate court cases of interest to the City
  - d) Advise on Open Records requests (several)
  - e) Continued attention to property acquisitions; draft Deeds; condemnations—West 1st Street
  - f) Attention to IPIB complaint
  - g) Attention to annexation
  - h) Attention to and advise Zoning Ordinance amendment—College Hill Overlay District
  - i) Attention to and advise Sidewalk Assessment refund
  - j) Attention to and advise on small cell siting guidelines
  - k) Research and advise on conflict of interest issue
  - l) Draft Deeds in connection with Ridgeway Avenue street improvements

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

10. **Risk Management/ Workers’ Compensation/ Property/Liability Claims:**
  - a) The Risk Management Committee met April 17, 2019. Department Directors, City Attorney, and insurance representatives were in attendance. Workers’ Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
  - b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor’s agents.
  - c) Special Events – review and approve insurance.
  - d) Review and process outside legal counsel fees.

- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Review and process unemployment claims; unemployment hearings.
- h) Attend CVSHRM presentation on "Common Obstacles to Discipline".
- i) Third Party Administrator RFP process reviewed with Arthur J. Gallagher, forwarded to prospective TPA providers.
- j) Various Departments met with Traveler's Risk Control to complete review for Public Entity renewal.
- k) Attend Departmental meeting.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Processing Annual Fire Physicals with MercyOne Occupational Health.

12. **Human Rights Commission (HRC):**

- a) Attended Executive and Education Committee and Commission Meetings on April 15, 2019. Provided staff support to Committees and Commission.
- b) Three cases being administratively closed. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- d) Commission participated in CultureFest at the Waterloo Arts Center.
- e) Attend League of Iowa Human and Civil Rights Agencies meeting.

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
APRIL 2019**

**Public Records Activity**

Prepared agendas, minutes and electronic packets for two Regular and one Special City Council meeting, two Committee of the Whole meetings, two Council Work Sessions, two Technical Review and two Planning & Zoning Commission meetings.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted two (2) ordinances and thirty-eight (38) resolutions during the month; staff drafted thirty-six (36) of these resolutions.

Issued the following:

- 10 Business License
- 1 Sidewalk Café permit
- 94 Pet licenses
- 15 Annual "Paw Park" permits
- 1 Cemetery Interment Rights Certificate

Issued the following Parking Permits:

- 51 Monthly Lot
- 4 Annual Lot (prorated)
- 1 Annual Senior
- 0 Monthly Construction
- 5 Daily/Guest
- 0 Annual Dumpster

Processed (9) liquor licenses, (1) wine and (1) beer permit.

Recorded (9) documents with the County Recorder and filed (1) document with the County Assessor.

Satisfied (8) requests for public records and responded to (4) requests/concerns received thru the City's on-line Service Request feature.

The new Code of Ordinances were delivered and distributed. This concludes an extensive two-year review, clean-up and recodification of the Code.

Participated in cemetery software (CIMS) meeting to get an understanding of the entire process of purchasing a lot, burial services, processing of deeds and deposits, and producing the year-end reports to the state with CIMS data.

Staff coordinated and attended the Annual Business & Industry Awards luncheon.

Staff attended and participated in the semi-annual departmental meeting.

The unemployment rates for the month of March 2019 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa, and 3.9% in the U.S.

### **Document Imaging completed**

- 110 – Employee performance evaluations.
  - 9 – Department director files.
  - 6 – Miscellaneous boards, commissions & committees meeting materials.
  - 29 – City Council Resolutions (#21,440-#21,468).
  - 3 – City Council meeting files.
- Miscellaneous employee documents/personnel files.  
*Currents* newsletter – Spring 2019.  
Departmental Monthly Reports – March 2019.

### **Parking Activity**

#### **Enforcement**

- 1,109 – Parking citations issued.
- \$10,566.35 – Citations paid.

#### **Collection Efforts**

- \$ 2,706.00 – Collections from delinquent parking accounts.
- \$ 1,150.00 – Vehicle immobilizations (23 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the downtown parking study recommendations. Reviewed proposed ordinance amendments related to parking regulations and enforcement, and began attending webinars and meetings regarding technology and equipment.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
APRIL 2019**

**Library Activity**

<b>Usage Statistics</b>	<b>February 2019</b>	<b>March 2019</b>	<b>March 2018</b>
<b>Customer Count</b>	14,463	18,281	18,984
<b>Circulation</b>	37,511	43,874	42,175
<b>Ebooks, emagazines, and streamed videos</b>	4,258	4,898	4,052
<b>Downloaded music</b>	1,560	1,681	1,642
<b>Reference Service</b>	1,826	2,246	2,273
<b>Items Added</b>	630	831	909
<b>Event Attendance</b>	1,604	2,115	2,035
<b>Computer &amp; Wi-fi Usage</b>	2,845	3,319	4,221

Special events in April included the following:

- Retirement seminars, teaching individuals "how to retire" financially and psychologically as they embrace the next stage of their life.
- Gardening classes, including Man vs Nature: Learning How to Garden with Nature, Introduction to Beekeeping Session 2, Chemical Free Gardening and Plant Care, and How to Grow and Care For African Violets
- Writers of the Cedar Valley
- A library escape room experience
- Reading Pals, a program for kindergarten through 3<sup>rd</sup> graders to improve their reading fluency by practicing reading to a dog with Cedar Valley Pet Pals.
- Youth book clubs for 3<sup>rd</sup>-4<sup>th</sup> graders, 5<sup>th</sup>-6<sup>th</sup> graders, and junior high school students.
- Senior Device Advice
- Teen Minecraft
- The Collaborative Laboratory grand opening
- Tabletop Gaming program
- Showing of Academy Award-winning film *Green Book*
- Teen Night: Making slime
- Board game Saturday with the Friendly Meeple
- Teen book club

- Cedar Valley's Youth Read, an author-in-residence program for 5<sup>th</sup> graders. This year's visiting author was Leslie Connor, author of *The Truth about Mason Buttle*, *All Rise for the Honorable Perry T. Cook*, and more.
- Friends book discussions

Special events were funded by the Friends of the Cedar Falls Public Library, the Max and Helen Guernsey Foundation, and the Cedar Falls Community Foundation, Robert and Shirley Berg Fund for use by the Library.

The Friends book discussions included *Slaughterhouse-Five* by Kurt Vonnegut and choosing titles for the fall 2019-spring 2020 season.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, and music, the Center also hosted rentals for bridge, stamp club, a button club, Entertainment at the Center, an employee party, a celebration of life, and a fundraiser.

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - April 2019**

<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Letting	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	RFP for Consultant	\$6,000,000	Engineering Division
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2019 Permeable Alley	Storm Water	Letting	\$260,000	Engineering Division TBD
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Construction Underway	\$4,700,000	Engineering Division PCI
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - April 2019**

<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Preliminary Plat to Council	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Park Ridge Estates	New Subdivision	Under Review		Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - April 2019**

<b>Project</b>	<b>Description</b>	<b>SWPPP Status</b>	<b>Detention Calcs Status</b>	<b>Developer/ Engineer</b>	<b>Project Status</b>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved	-----	Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property (Fleet Farm Store + Fleet Farm Gas Station)	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - April 2019**

<b>Project</b>	<b>Description</b>	<b>SWPPP Status</b>	<b>Detention Calcs Status</b>	<b>Developer/ Engineer</b>	<b>Project Status</b>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in

City of Cedar Falls  
 Development Services  
 Inspection Services Division  
 Monthly Report for:

Apr-19

Total for Month  
 Total for Fiscal Year  
 Total Same Month - LAST YEAR  
 Total for Fiscal Year - LAST YEAR

\$14,830,194.00  
 \$85,070,518.00  
 \$5,112,261.00  
 \$84,157,262.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	12	0	\$3,784,283.00	\$26,930.85	83	0	\$22,300,297.00	\$178,712.95
Multi-Family New Construction	4	0	\$410,000.00	\$3,242.75	8	0	\$820,000.00	\$6,485.50
Res Additions and Alterations	84	0	\$1,120,097.00	\$17,988.60	801	0	\$8,211,677.00	\$141,798.25
Res Garages	5	0	\$58,635.00	\$1,140.50	46	0	\$651,460.00	\$11,271.50
Commercial/Industrial New Construction								
Commercial/Industrial Additions and Alterations	11	0	\$9,296,850.00	\$44,332.60	94	0	\$21,221,088.00	\$158,534.75
Commercial/Industrial Garages	1	0	\$0.00	\$0.00	2	0	\$22,507.00	\$399.00
Churches								
Institutional, Schools, Public, and Utility	4	0	\$160,329.00	\$1,440.45	9	0	\$264,249.00	\$1,440.45
Agricultural/Vacant								
Plan Review	9	0	\$0.00	\$29,373.30	73	0	\$0.00	\$172,541.55
<b>Total</b>	<b>130</b>	<b>0</b>	<b>\$14,830,194.00</b>	<b>\$124,449.05</b>	<b>1127</b>	<b>0</b>	<b>\$85,070,518.00</b>	<b>\$801,245.43</b>

City of Cedar Falls  
 Development Services  
 Inspection Services Division  
 Monthly Report for:

Apr-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	71	0	\$0.00	\$6,201.30	637	0	\$0.00	\$70,711.80
Mechanical	63	0	\$0.00	\$6,950.00	723	0	\$0.00	\$71,844.50
Plumbing	85	0	\$0.00	\$8,212.50	701	0	\$0.00	\$67,930.50
Refrigeration	1	0	\$0.00	\$110.00	5	0	\$0.00	\$794.00
<b>Total</b>	<b>220</b>			<b>\$21,473.80</b>	<b>2066</b>			<b>\$211,280.80</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					9	0	\$0.00	\$900.00
Mechanical	1	0	\$0.00	\$0.00	9	0	\$0.00	\$900.00
Plumbing	1	0	\$0.00	\$150.00	6	0	\$0.00	\$750.00
Refrigeration								
<b>Total</b>	<b>2</b>			<b>\$150.00</b>	<b>24</b>			<b>\$2,550.00</b>
<b>Building Totals</b>	<b>130</b>	<b>0</b>	<b>\$14,830,194.00</b>	<b>\$124,449.05</b>	<b>1127</b>	<b>0</b>	<b>\$85,070,518.00</b>	<b>\$801,245.43</b>
<b>Grand Total</b>	<b>352</b>	<b>0</b>	<b>\$14,830,194.00</b>	<b>\$146,072.85</b>	<b>3217</b>	<b>0</b>	<b>\$85,070,518.00</b>	<b>\$1,015,076.23</b>

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
April 2019**

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**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on April 10 and 24<sup>th</sup>. The following items were considered.

<u>Applicant</u>	<u>Project</u>	<u>Request</u>	<u>Action Taken</u>
CV Commercial, LLC.	College Hill Site Plan Review	April 10 & April 24 Item Deferred (Introduced November 28, 2018, Deferred January 9, 2019)	Deferred until Council takes action on College Hill Overlay Zoning Code amendments
Oh My Grill, Omer Noorwala	College Hill Sign Review	April 10 – Discussion and approval	Approved
Buzz, Usman Chatha	College Hill Sign Review	April 10 - Introduction and approval	Approved
Western Homes	Irving Street Right of Way Vacation	April 10 – Discussion and approval	Approved
Ashley Home Stores	Preliminary & Final Plat – College Square Mall	April 10 – Deferred per applicant request	Deferred to April 24
Ashley Home Stores	Site Plan for S-1 Shopping Center District	April 10 – Deferred per applicant request	Deferred to April 24
Ashley Home Stores	Preliminary & Final Plat – Furn Subdivision at College Square Mall	April 24 – Discussion and approval	Approved
Ashley Home Stores	Site Plan for S-1 Shopping Center District	April 24 – Discussion and approval	Approved

**Group Rental Committee** – Held regular meeting on April 4th, 2019.

Wesley Sindt	1015 Calumett Drive	New rental for an occupancy of three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older subject to staff stipulations
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**Board of Rental Housing Appeals** – Held regular meetings on April 15th, 2019 and April 29th, 2019.

Brent Dahlstrom (CV Commercial, LLC)	1009 W 20th Street	Maintain existing rental occupancy to four (4) individuals aged 18 years or older at transfer	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations
Chad Tierney (Tierney Ventures LLC)	2115 Iowa Street	Maintain existing rental occupancy to four (4) individuals aged 18 years or older at transfer	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations

**Board of Adjustment** – No meeting in April.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Historic Preservation Commission	4/10/19	Prepared for Wild District Nomination Open House.
Housing Commission	4/01/19	2207 Rainbow Drive approved for Rehab. PHA Annual Plan Public Meeting held.
Community Main Street Design Committee	4/19/19	City offices closed, staff did not attend.
Parking Committee	4/8/19 & 4/29/19	First two meetings. Coordinated purpose, discussed progress, and deliberated street signage for parking time limits
Bicycle and Pedestrian Advisory Committee	4/2/19	May bike month planning
Metropolitan Transportation Technical Committee	4/11/19	2020-2023 TAP and STBG program approval
MET Transit Board	4/25/19	Capital fund, bus policies and staff reports.

Wellness Committee	No meeting	
North Cedar Neighborhood Association	4/8/19	Discussed the encroachment agreement application for neighborhood identification sign near Tourist Park. Discussed applying for a grant for additional flood buyouts. Discussed the flood preparedness manual that the City updates every year.
College Hill Partnership	No Meeting	No regular meeting held.

**ECONOMIC DEVELOPMENT:**

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Began drafting Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- Began gathering information and drafting documents for the upcoming annexation application for property into the City of Cedar Falls.
- City Council approved an Agreement for Private Development with Zuidberg, NA, LLC.
- Attended Business and Industry Awards Banquet to honor Cedar Falls businesses.
- Attended Prometheus Awards Banquet in Des Moines.

**PLANNING SERVICES:**

- 418 citizen inquiries and staff responses with information/assistance.
- 90 land use permits were issued.

Number of Rental Inquiries: 45

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

**CODE ENFORCEMENT:**

Number with Cases During Timeframe	11	
Incomplete Cases	2	18.0%
Completed Cases	9	82.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	0
Brush Piles/Vegetation	0
Garbage container at street curb	2
Items at the Street Curb	0
Junk/unlicensed vehicle	1
Illegal Storage of Trash/Materials on Property	2
Property/Building Maintenance	1
Sump Pump	3
Tall Grass and Weeds	1
Rental Paving	1
Off premise Signs/Signs in the ROW	0
Animal control	0
Graffiti	0
Loud Party/Noise Disturbance	0
<b>Total</b>	<b>11</b>

Landlord Accountability Ordinance:

- 2 rental properties.
- 0 properties issued citations/points.

**OTHER PROJECTS FOR APRIL INCLUDED:**

- Postcards and final paving reminders were sent to the relevant landlords with paving deadlines in May 2019 and May 2020.
- Preliminary plans are developed for the Cedar River Recreational Improvement. Internal team review prior to Iowa DNR and Army CORPS submittal.
- Staff continues responding to public inquiries on the preliminary updated FIRM (Flood Insurance Rate Map) for Black Hawk County released by FEMA/DNR. Requested that DNR host another informational meeting due to considerable public demand.
- Downtown Visioning & Zoning Code Update Project - Staff hosted consultants April 1 - 3, included extensive community outreach, Council goal-setting meeting, "Imagine Downtown" public kick-off workshop, area tour, and numerous stakeholder meetings.
- Downtown Visioning & Zoning Code Update Project - Preparations for June Design Charrette ongoing
- Historic Preservation Commission held an Open House for the Wild Historic District Nomination and forwarded the nomination with a recommendation of approval to SHPO after obtaining City Council approval.
- Staff interviewed potential Historic Preservation Commission members
- Historic Preservation Commission and staff created a crossword puzzle to prepare for May, Preservation Month.
- Staff helped train new code enforcement officer
- Two rental conversion applications reviewed and approved
- Preparing application for another round of potential flood buy-outs.

**CDBG**

- Finalization of the 5-year Consolidated Plan, joint project in a consortium with Waterloo. INRCOG under contract to update the plan.

**Programs:**

- **CDBG**
  - Monthly required reporting and reimbursement requests are ongoing.

**Housing Rehabilitation Grants**      2 Property under construction  
5 Properties in pipeline  
3 Property complete  
0 Applications received

**Emergency Grants**                      1 Property under construction  
0 Property in bidding  
4 Property in pipeline  
1 Application received  
3 Projects completed

A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

**Housing Choice Voucher**

<b>Waiting List</b>	258	<b>HAP Payments</b>	\$ 92,447
<b>New Applications Taken</b>	0	<b>Utility Payments</b>	\$ 1,227
<b>Units under Contract</b>	216	<b>Admin Fees Earned</b>	\$ 16,536
<b>Lease Up Rate</b>	62%	<b>Total Vouchers Available</b>	326
<b>Initial Vouchers Issued</b>	6	<b>Lease Up Goal</b>	230
<b>Mover Vouchers Issued</b>	5		
<b>New Admissions</b>	4		

**Citizen Contacts/Appointments:** A total of **39** appointments were held and **232** citizen/client contacts were addressed.

- 17 Annual Recertification
- 11 Vouchers Issued
- 4 New Admission
- 3 Interim Income changes
- 0 Port In/Out
- 4 Other

**HQS Inspections:** **16** Inspections were completed (2 Bi-annual, 1 Re-inspections, 5 Quality Control, 8 New)

**End of Participation:** **5** clients ended participation. (2-Noncompliance; 1-Voluntary; 1-0HAP; 1 - Other)

**Hearings:** **2** hearings were conducted. One hearing resulted in program termination due to violation of program obligations.

Other: 66 names have been taken off of the Waiting List in 2019.

**ADD A DOLLAR**

There were 6 requests for utility assistance in April. A total of \$1296 was provided, for an average of \$216 per household. There was a balance of \$8,294.64 as of April 30, 2019.

**DEPARTMENT OF COMMUNITY DEVELOPMENT  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - APRIL 2019**

PLANT OPERATIONS

Plant performance for April was very good. Test results showed parameters of our discharge to be well below permit limits.

We often give tours to groups from different schools beginning this time of year. We had three groups tour our facility in April. These included UNI microbiology students as well as a large group of junior high students from the BCLUW schools.

PROJECTS

The design process for the Oak Park Sewer Replacement is moving forward after the geotechnical work was completed. This work involves analyzing the surrounding land to determine how best to install structures so that they are in a stable soil profile.

SOLIDS DISPOSAL AND RECYCLING

There was no hauling of liquid biosolids out of the system for application to area farm fields in April due to wet conditions and having staff haul semi-solid material to the field. Approximately 180,000 gallons were processed through the belt filter press operations.

Crews hauled 6.9 tons of gritty, inorganic solids to the landfill.

SANITARY AND STORM SEWER CALLS AND SERVICE

There were five sewer calls for service from the public, one of which did involve a blockage in a line on Cedar Heights. There were no after-hours alarm calls for lift station issues.

Crews cleaned 9,500 feet (1.8 miles) of sanitary sewer lines and televised another 2,700 feet (0.5 miles).

Staff processed 555 requests for utility locates in construction areas for the Iowa One Call system. Only 138 were pertinent and required a sewer line to be located.

TRAINING AND PERSONNEL ISSUES

One of our Maintenance Workers was transferred to the position of Operator I at the plant. This is due to an addition to the number of operators we have at the plant. We will be hiring a new maintenance worker to fill the vacancy created in the coming weeks.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
PARK/CEMETERY/GOLF SECTION  
MONTHLY REPORT FOR APRIL 2019**

**PARK**

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Removed flood debris and sand from rec. trails.
- Picked up damaged railing at ice house.
- Stabilized damaged shelter from flood at Island Park.
- Shingled roof at Place to Play Park bathroom.
- Disassembled playground equipment at Place to Play Park.
- Cleaned planting beds on city properties.
- Applied pre-emergent to planting beds.
- Put water meter in at red school house.
- Removed cattails at Prairie Lakes for trout fishing event.
- Picked up down limbs and garbage on mowing routes.
- Started mowing routes.
- Broom rec. trails.
- Turned on irrigation at Pheasant Ridge golf course.
- Turned on water in city parks.
- Removed sand from flood at Island Park parking lots.
- Hauled in regrinds to parking lot at the Beach House.

**ARBORIST**

- Ash tree removals. (22 total)
- Other tree removals. (6 total)
- Picking up down limbs around town.
- Trimmed trees in ROW. (12)

**CEMETERY STAFF**

- Performed regular grave openings/closings and assistance with funerals. (9) total
- Filled settling graves at Greenwood.
- Picked up down limbs and sticks.
- Removed wreaths and flowers from graves.
- Serviced and prepared mowing equipment for the season.
- Started mowing for the season.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR APRIL 2019**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 610.69 tons of solid waste during the month of April. The 135 loads required 337.50 man-hours to complete, equating to 1.81 tons per man-hour. The automated units used 1,217.56 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 0.92 tons of solid waste during the month. The 5 loads required 40.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 45.88 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected Twenty-one (21) loads of refuse for the month. The containers totaled 36.08 tons and required 126.00 man-hours to complete. This operation yielded 0.29 tons per man-hour. The semi-automated collection totaled 19.08 tons and required 59.00 man-hours to complete. This operation yielded 0.32 tons per man-hour.

The total number of April container dumps was 731. Sixteen percent (16.01%) or 117 of these dumps, were for non-revenue bearing accounts.

The container route truck used 310.91 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 152 large item stops during the month and collected 11.69 tons. This required 47.00 man-hours to complete and equates to 0.25 tons per man-hour. Forty-nine (49) Appliances and Twenty-five (25) Televisions were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 189.67 tons of yard waste curbside this month. The 66 loads required 232.00 man-hours to complete, equating to 0.83 tons per man-hour.

There are currently 7,807 yard waste accounts throughout the city.

5,458 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 647.23 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION SOLID WASTE**

The Transfer Station's trucks hauled 73 loads of solid waste to the Black Hawk County Landfill totaling 1,032.26 tons.

The Transfer Station accepted 353.80 tons of commercial and residential solid waste this month.

270 appliances, 160 tires, 119 television sets, and 16 computer monitors were received at the Transfer Station for the month.

Four (4) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 600.82 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION YARD WASTE**

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 3.39 tons of commercial and residential yard waste this month.

Refuse crews hauled 164.29 tons of yard waste to the Compost Facility this month.

**RECYCLING CENTER (Drop off site located at 1524 State Street)**

The recycling center received the following approximate quantities during the month of April:

Tin (Baled)	4.04 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	15.51 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	65.72 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	34.36 tons
Phone Books	
Books/Flyers	
Office Paper	4.40 tons
Plastic Bags	0.95 tons
Styrofoam	1.19 tons
Other Items Recycled for the month	
Appliances	23.88 tons
E-Waste	6.23 tons
Glass	53.39 tons
Scrap Metal	36.67 tons
Shingles	18.16 tons
Tires	2.75 tons

Revenue generated by the Recycling Center for April was \$2,013.35.

### UNI RECYCLING SUBSTATION

The UNI Recycling Substation received the following quantities of recyclables for the month of April.

Plastics #1-7	3.28 tons
Cardboard	10.03 tons
Newspaper	7.58 tons
Tin	0.00 tons
Glass	0.76 tons
Plastic Bags	0.33 tons
Office Paper	1.93 tons
Styrofoam	0.05 tons
<b>Total</b>	<b>23.96 tons</b>

### FAREWAY RECYCLING SUBSTATION

The Fareway Recycling Substation received the following quantities of recyclables for the month of April.

Plastic #1-7	7.73 tons
Cardboard	14.98 tons
Newspaper	10.09 tons
Tin	0.91 tons
Glass	1.94 tons
<b>Total</b>	<b>35.65 tons</b>

### GREENHILL VILLAGE RECYCLING SUBSTATION

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of April.

Plastic #1-7:	3.80 tons
Cardboard	16.92 tons
Newspaper	5.81 tons
Office Paper	1.24 tons
Plastic Bags	0.00 tons
Tin	0.44 tons
Glass	1.91 tons
Styrofoam	0.20 tons
<b>Total</b>	<b>30.32 tons</b>

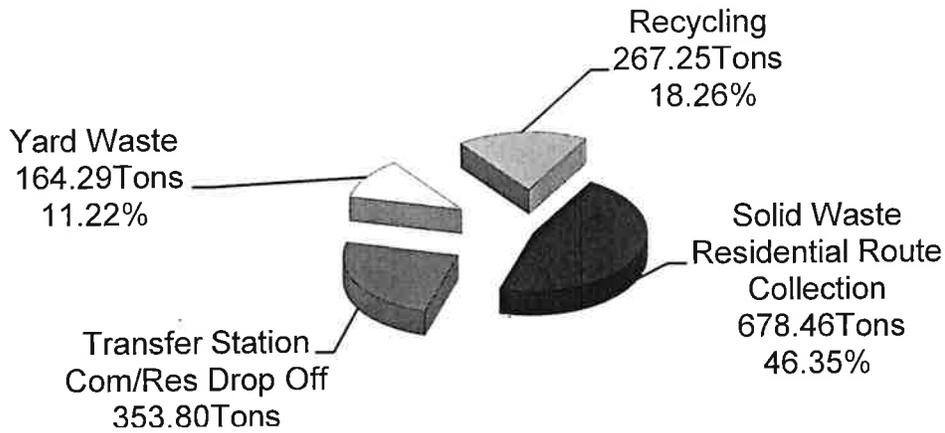
**MONTHLY TOTALS**

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,463.80 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of April 2019 for the City of Cedar Falls.

April 2019

Total MSW Collected - 1,463.80 Tons



**MISCELLANEOUS TASKS**

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS / PARKS DIVISION  
STREET SECTION  
MONTHLY REPORT FOR APRIL 2019**

**COMPOST FACILITY**

- The seasonal compost facility was monitored on a daily basis. ID's where checked, nonresidents and contractors were turned away.
- Unacceptable & undesirable materials dropped off by residents were removed whenever encountered.

**OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Assisted with EAB tree removal.
- Assisted with solid waste & recycling operations.
- Assisted Parks Dept. at Place to Play Park taking down playground equipment.

**CEDAR RIVER**

- The river level was monitored and normal operational procedures were followed during high water levels.

**ICE & SNOW CONTROL**

- Continued assorted equipment related winter weather preparation and maintenance activities.
- Removed sand barrels from winter locations.
- Removed snow fence from winter locations.
- Completed mailbox and sod damage repairs.

**MISCELLANEOUS TASKS**

- Completed miscellaneous building maintenance tasks at the 2200 Technology Parkway complex
- Continued the construction of our material storage building at 1500 Bluff St.

**STREET & ALLEY MAINTENANCE**

- Whenever weather conditions were favorable potholes were filled with asphalt cold mix, hot mix, or with the Dura-Patch spray machine.
- Alleys & road shoulders were graded as needed during the month.
- Repaired damaged street panels at 4220 Paddington.
- Made permanent sidewalk repairs to Cedar Falls Utilities temporary sidewalk patches.
- Streets were swept on a routine basis throughout the month.

## **SANITARY & STORM SEWER MAINTENANCE**

- Repaired a sanitary sewer manhole at 2921 Wellington.

## **SPECIAL EVENTS:**

Traffic control materials were placed & retrieved for the following events

- UNI Triathlon.
- Shamrock Shuffle.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
TRAFFIC OPERATIONS SECTION  
MONTHLY REPORT FOR APRIL 2019**

- 117 traffic control signs were repaired.
- Made 4 labels for vehicle maintenance.
- Fabricated 4 signs for various applications.
- Traffic operations completed 3 One Call utility locates.
- Completed 18 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 9 minor tasks.
- Traffic operations responded to 2 calls of traffic signals in flash mode. Repairs were made and returned to normal operation.
- Delivered building supplies and completed recycling task at city facilities.
- Assisted the IT department in the installation of surveillance cameras on College Hill.
- Helped the IT department install a wireless system for counting yard waste pickups.
- Assisted Building Maintenance Division with the installation of 2 sump pumps at City Hall.
- Completed the annual task of replacing conflict monitors and mmus with shop tested units. This month 33 units were replaced.
- Traffic Operations upgraded the parking lot street lights to LED's at the Rec Center.
- Traffic Operations completed annual routine maintenance to all intersections throughout town. This includes:
  - Air filter replacement
  - Dusting and cleaning
  - Battery backup and voltage testing
  - Video detection cleaning
  - Checking controllers for faults
- Replaced all pedestrian push buttons at the intersection of Orchard and Boulder due to numerous faults.
- Removed temporary outlets for holiday lighting on Main St.
- Traffic Operations made final electrical terminations for the levee lighting project.
- Two members of Traffic Operations attended training for an IMSA Signal Technician Level One certification.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
FLEET MAINTENANCE SECTION  
MONTHLY REPORT FOR APRIL**

The Fleet Maintenance Section processed 151 work orders during the month of April 8 of them were either sent out or done by staff from other sections.

981 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,080.481 Gallons of Ethanol

7,363.142 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of April was 13,443.623 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

**Street Section**

2043: Replaced clutch assembly.

236: Replaced EGR valve.

241: Replaced leaking "T" fitting on air brake valve.

242: Replaced PTO solenoid because of heat damage.

263: Replaced brake lights and bracket.

284: Replaced broken agitator shaft and coupler.

286: Installed water kit, strobe lights, and 2 way radio.

287: Replaced parking brake assembly and u joints in front drive shaft.

291: Resealed leaking side window.

293: Rebuilt right side sweeper arm assembly.

297: Replaced sweeper control valves and solenoids.

**Traffic Section**

670: Made brace for side step on truck.

**Refuse Section**

3068: Welded worn bucket and bolted bucket to skid loader.

3069: Wiring harness and computer replaced.

334: Rebuilt rear tailgate.

340: Pulled transmission to repair oil leak on back of engine.

342: Replaced blown hydraulic line on gripper arm.

353: Replaced rear brake chamber.

381: Repaired worn sides on inside of trailer.

383: Replaced all rear brakes and brake components on trailer.

### **Parks/Cemetery/Rec Section**

2104: Replaced front bearing hub assembly.  
2159: Chipper was taken to Vermeer for warranty radiator replacement.  
2181: Replaced damaged hydraulic line.  
2185: Replaced leaking water pump.  
2368: Replaced clutch cable.  
2400: Serviced all ball groomers, weed trimmers and blowers.  
2404: Replaced fuse box.

### **Fire Division**

FD504: Replaced high beam light switch.  
FD561: Replaced all four tires and replaced wheel studs on right rear tire.  
FD563: Replaced all four tires.

### **Police Division**

PD04: New vehicle setup, installed warning lights, radio charger and flashlight.  
PD08: Replaced rear snow tires with all season and serviced.  
PD13: Replaced right front lower control arm and replaced all tires.  
PD14: Rotated tires.  
PD15: Replaced alternator.  
PD16: Check engine light, replaced bad spark plug under warranty.  
PD17: Replaced right front axle shaft.  
PD19: Replaced alternator, front and rear brakes and coolant tank.  
PD21: Replaced water pump.

### **Community Development**

493: Replaced broken v belt.  
503: Transferred truck into inspections for new code enforcement employee.  
AD03: In serviced new van.  
CV02: Installed additional leaf springs in rear of truck to level the body.  
PO1: Replaced front rubber brake hose.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS / PARKS DIVISION  
PUBLIC BUILDINGS  
MONTHLY REPORT FOR APRIL 2019**

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Removed old sump pumps and controllers and installed new pumps, floats and control systems.
- Programmed garage door remote for PD.
- Replaced faucet in women's restroom.
- Repaired leak on stool in women's restroom.
- Repaired knee wall on council seating area.
- Engineering office and restroom was painted.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Replaced stained ceiling tiles.
- Contractor repaired valve on heat pump.
- Repaired door handle on tax room door.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Moved file cabinets for PSO office and had them rekeyed.
- Repaired urinal valve.

## HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Contractor replaced broken cement staircase and sidewalk drain.
- Obtained bids from contractor for flooring replacement.
- Replaced faucet in rental house.
- Repaired water leak on valve in basement of rental house.
- Replaced furnace vent hood on chimney blown off by wind.

## LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Adjusted temps for spring/summer settings.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Removed salt containers and shovels.
- Repaired leak on stool.
- Tracked down ceiling leaks and made repairs.
- Responded to after-hours call of inappropriate graffiti carved into ceiling tile. Tiles were replaced.
- Repaired valve on urinal.

## MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.

- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Replaced door closer on shop door.
- Replaced solenoid valve on men's sink and cleaned strainers.
- Replaced batteries in three faucets.
- Installed temporary card reader on NW gate until replacement is delivered.
- Determined live powerlines down in Island Park and installed wire nuts.
- Shut off breaker to outside power at Beach House.
- Replaced power pack on electronic door lock.
- Replaced belt on locker room ERV.

### PUBLIC SAFETY

- Ordered paper towel and soap dispensers.
- Ordered trash and recycling receptacles.

### RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Removed salt containers and shovels.
- Investigated loose flooring in fit gym. Met with contractors to determine cause and repairs.
- Mounted bracket and storage hook for battle rope.
- Met with CFU representatives to review energy conservation measures that have been established and discuss future plans for energy assessment.
- Met with contractor to obtain bid for glass replacement in sauna.
- Controls contractor installed new controller for boiler and pump controls.

### TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Shannon completed IMSA course for Traffic Signal I Technician.

### VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Repaired rolling security door in window.

**RECREATION DIVISION**  
**Monthly Report**  
**April 2019**

- **Rec Center**
  - Fitness classes have gone well with no issues with 3162 patron participating.
  - Staff is working to gather information for projects to be done this summer including: sealing the wood floors and installing a new sound system for the Rec Center.
  - Busy taking registration for programs like baseball, softball, tot lot, camps, swim lessons, track, tennis, karate, adult softball leagues, adult exercise programs and other summer programs
  - We started the sale of summer swim passes offering a \$5.00 discount if purchased before May 15<sup>th</sup>
  - Staff has been working RDG Planning & Design out of Des Moines as we finalize a contract for the Recreation and Fitness Center Operations and Needs Assessment. This study will provide staff guidance for a possible addition and/or programs to be offered
- Staff has been busy working on the programs and services to be offered during the spring and summer months
- Staff struggling to fill all part time staffing needs for the upcoming summer after interviewing staff in March and then making job offers in early April. Unfortunately, we have a number of staff who have accepted jobs with us only to inform us a week later they decided to take other jobs and thus will not be working for us. While this is better than not informing us or just not showing up to the first staff meeting, it is still frustrating at best. So we continue to accept applications just in case.
- Staff has worked to get the Beach House ready for the upcoming summer rental season with started May 1<sup>st</sup>.
- Staff installed new player benches at the 4 dug outs at Pfeiffer Park after concrete slabs were installed in each one.
- Fifty-one adult softball teams registered for league play this summer on April 30.
- The Recreation Center will once again be selling consignment ticket to tourist attractions like Lost Island, Blank Park Zoo and other summer destinations.
- Falls Aquatic Center and Indoor pools
  - Working with the school to schedule routine maintenance at Holmes and to install new duct work at Peet all to have the least impact on City Programs
  - Scheduling indoor private parties
  - Swim lessons for preschool and for those up to 12 years of age ended in April
  - Staff has been out working at the Falls getting the pool ready for the upcoming summer. The weather in April with snow and freezing temperature has slowed work to be done at the Falls a lot so now it is catch up time.
  - Due to all the late season snow days after program dates were set and registration taken we will be making date changes for session I of swim lessons. This session will now start on June 10 thru 21 with make-up dates due to weather only being offered on Saturday. This avoids changing the dates of all 3 sessions.

Respectfully submitted,



Bruce Verink

Recreation Division Manager

## Recreation and Community Center Usage For April 2019

Members using the Facility	11,496	Ballroom Dance	74
Non-Members using the Facility	513	Personal Trainer	300
Child Care	133	Meeting/Tour/Rental	580
General Fitness Classes	1,222	Birthday Party Bonanza	40
Circuit Weight Training	98	Indoor Park	124
Exercise Trial	51	Massages	58
Cardio Cycling	723	Racquetball/Wallyball Hours	68
Yoga/Pilates/Barre	924	Racquetball League	88
Rock On	78	Pickleball	425
Zumba	117	Steam Room	808
		<b>TOTAL</b>	<b>17,832</b>

## Recreation and Community Center Revenues

<b>Resident Memberships Sold</b>		<b>Punch Cards</b>	
12 <sup>th</sup> Grade & Under	4	12 <sup>th</sup> Grade & Under	1
Adult	60	Adult	9
Adult-4-month	4	Senior Citizen	1
Youth-4-month	0	Child Care-20 punch	6
Senior-4-month	0	Child Care-40 punch	0
Senior Citizen	22	Racquetball	3
Family Pass	67	Towel	0
Corporate Family	2		
Corporate Individual	0		
Towel Usage	598		
<b>Credit Card Usage</b>		<b>Fitness Passes Sold</b>	
Rec Center	\$65,499.90	1-Month	8
Leisure Link	\$8,313.00		
<b>Daily Fees</b>		Racquetball	\$12.00
Admission	\$3,163.00	Exercise Tryout	\$255.00
Child Care	\$17.50		
Towels	\$12.00		

## Swimming Pool Passes (Summer)

Family	167
Individual Adult	8
Youth/Senior	19
Lap Swim	1
Child Care Provider	12

## Youth Programs

Introduction to Soccer	
4 & 5 Year Olds	240
K & 1 Grades	240
Wrecking Crew	
Softball	45
Baseball	153

## Adult Programs

Spring Volleyball Leagues	420
Pickleball	425

## Recreational & Lap Swim

569

## Rentals

Pool Parties	6
Beach House	0
Ball Fields	146
Gateway Celebration Shelter	1

Swim Club	1,419
SCUBA	28
Lifeguarding	10
Learn to Swim	1,308
Pre-School Lessons	348
Pool Parties	182

Adult Softball Leagues 216

**CEDAR FALLS RECREATION DIVISION**  
April-19

<b>SWIM PROGRAM</b>	
Lifeguarding	28
Lifeguarding Recertification	10
<b>TOTAL SWIM</b>	<b>38</b>
<b>ADULT EXERCISE</b>	
Circuit Weight Training	
T & Th 4:30 pm	15
<b>TOTAL CIRCUIT WEIGHT TRAINING</b>	<b>15</b>
<b>ROCK ON MONTHLY</b>	
M,W,F 5:15 am	8
<b>TOTAL ADULT EXERCISE</b>	<b>23</b>
<b>YOUTH SPORTS</b>	
<b>YOUTH SOCCER</b>	
TTh 5:00 pm (4-5 yrs.)	48
TTh 6:00 pm (K-1st Grade)	47
<b>TOTAL SOCCER</b>	<b>95</b>
<b>YOUTH WRECKING CREW BASEBALL</b>	
3rd & 4th Grade	37
5th & 6th Grade	14
<b>YOUTH WRECKING CREW SOFTBALL</b>	
3rd & 4th Grade	15
<b>TOTAL SOCCER</b>	<b>66</b>
<b>TOTAL YOUTH ACTIVITIES</b>	<b>161</b>
<b>ADULT SOFTBALL LEAGUES</b>	
Church	5
Men's	
Monday	12
Wednesday	8
Thursday	10
Mixed	
Tuesday	16
<b>TOTAL SOFTBALL</b>	<b>51</b>
<b>TOTAL ADULT SPORTS</b>	<b>51</b>

**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**April 2019**



**Projects:**

- Wrapped up staff evaluations.
- Showcased at Strictly Business Expo at the Isle Casino Hotel Waterloo.
- Met with partners at Experience Waterloo numerous times to discuss the 2020 visitor guide. We have determined to bring the ad sales and management of the project in house to gain more control of the design and reduce the cost to advertisers.
- Assisted Cedar Trails Partnership with a spring membership campaign.
- Helped prep auction items for Sturgis Falls Celebration fundraiser for the Kidsway tent.
- Worked with Community Main Street to set up a buskers program for the downtown district this summer.
- Worked with Experience Waterloo to solicit Cedar Valley Tourism Awards nominations and select honorees. The announcement will be made at a special celebration on Thursday, May 16, at the Courtyard by Marriott.
- Attended Iowa Society of Association Executives meeting in Des Moines to discuss challenges for meeting planners.
- The Cedar Falls Tourism and Visitors Bureau board declined to approve funding for a Waterloo-Cedar Falls Symphony Orchestra concert in Overman Park on July 5 due to the fact that the event was more of a community event and Community Betterment funds have already been made available to the organization. We continue to refine a strategic plan with assistance from UNI Institute for Decision Making and hope to present a final plan in the next month or two.
- Provided planning and promotional assistance to the Cedar Valley Pedal Fest committee.
- Provided planning and promotional assistance to the Cedar Falls Passport to the Arts committee.
- Started planning for the Sturgis Falls Celebration Children's Parade.
- Met with Atul Patel to discuss marketing plans for the Holiday Inn Suites and Event Center.
- Met with Stephanie Houk-Sheetz to discuss transitioning to new department reorganization.
- Showcased trails at the Midwest Mountaineering Outdoor Expo in Minneapolis and brought home 58 leads.
- Worked with INRCOG to assemble an application to be recertified as an Iowa Great Place.

**Highlights from Becky Wagner:**

- Attended Mayors Volunteer Luncheon and nominated Joy Theil.
- Worked with a group of 50 to visit Hartman Reserve, Barn Happy and the Sail On Beach Boys tribute at Hawkeye Community College.
- Gathered room rates for two additional groups.
- Sent a mailing to 185 group tour planners sharing summer programming at the Gallagher Bluedorn Performing Arts Center.
- Conducted fixed assets inventory.
- Sent quarterly newsletter to Envoys.
- Prepared bills and payroll.

**Highlights from Linda Maughan:**

- Website sessions totaled 10,185 during the month, up 8.79% and user sessions were up 6.7%.
- Invited 9 agencies to submit proposals for digital advertising for FY20.
- Boosted social media posts about RodCon and Easter Activities and Brunches.
- Produced content about National Bike Month, Tea Please, Easter Activities and Patio Dining Options
- Working with a travel blogger who will visit during the College Hill Arts Festival to write about vegan options in Cedar Falls.

- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau.
- Updated web pages.

**Highlights from Deb Lewis:**

- Reorganized brochure racks in Visitor Center.
- Assisted 8 individuals with rental information.
- Created a widget to display trails-related events from our on-line calendar of events on the Cedar Trails Partnership website.
- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites.

**Highlights from Bonita Cunningham:**

- Continued research of events and management of on-line calendar of events. Also encouraging and training partners to use the new tool.
- Prepared printed calendar of events.
- Researched and selected events for Hospitality Highlights newsletter x5.
- Created a Bids and Projects Excel database.

**Meetings/Events:**

- Cedar Valley Arts Initiative
- UNI Museum unveiling of the tusk
- Sturgis Celebration board
- Eastern Iowa Tourism Association board via telephone
- Served on city's mobile app committee
- TVB staff x4
- Community Main Street board
- Cedar Valley Sports Commission board
- Tom Riley, Lifestyle Inn
- Cedar Falls Rotary x1
- Experience Waterloo board
- Friends of the Hearst board
- Art and Culture board
- Visioning committee meeting for Cultural Division
- Cedar Falls Business and Industry Awards

**Other events we assisted with:**

- RodCon and Rod Library
- Missouri Valley Women's Tennis Championships and UNI Tennis Complex
- Rapture, Blister, Burn at Oster Regent Theatre

Respectfully Submitted,

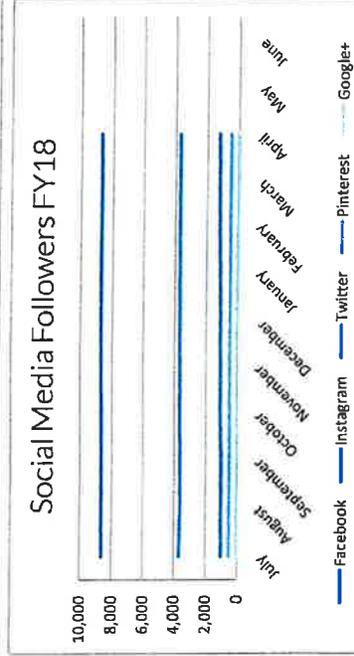
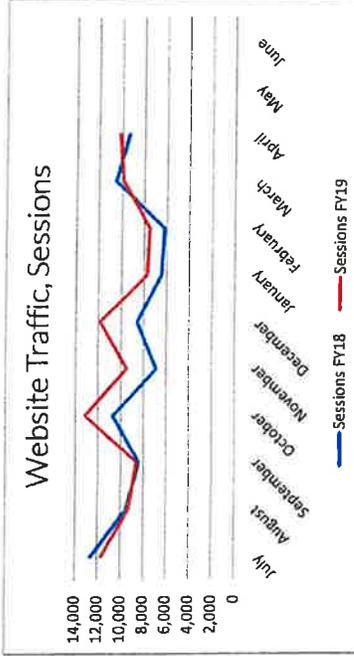
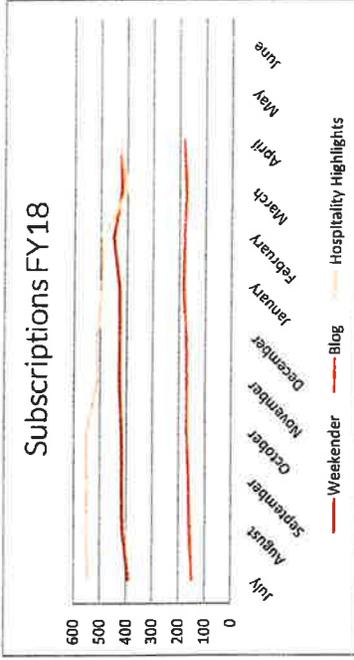
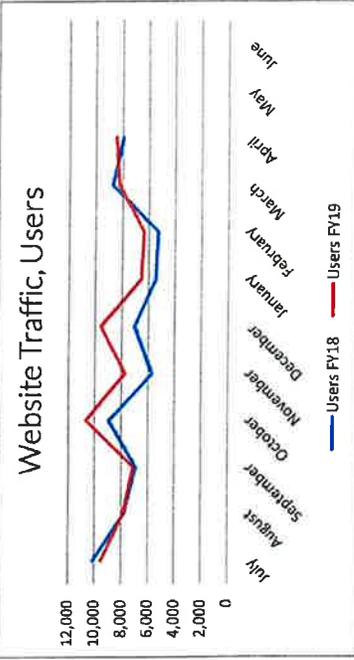
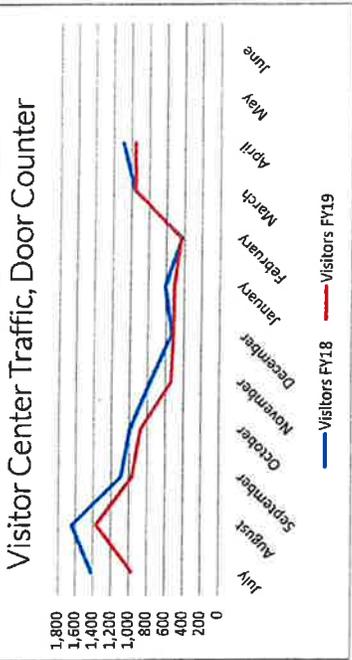


Kim Manning, Visitors, Tourism and Cultural Programs Manager

**Monthly Activity Report for Cedar Falls Tourism & Visitors Division**

July 2016 thru June 2017	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>INCOMING CONTACT BY</b>													
VC Walk-In (Door Counter) FY19	964	1,363	963	868	532	512	502	436	948	949			8,037
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	606	425	953	1,085	2,609	1,982	13,976
Email/Website	58	44	25	26	25	65	42	27	33	36			381
US Mail	0	0	0	0	0	0	0	0	0	0	0	0	0
Phone	143	118	114	118	86	77	122	115	147	151			1,191
<b>HOW HEARD ABOUT US - If offered</b>													
Friends/Family	0	0	5	1	3	0	3	0	0	0			12
Other (eg. Postcard mailing, ads, web/FBook)	0	2	20	0	2	0	0	0	2	1			27
Signage	0	4	14	12	2	3	3	5	5	2			50
Advertising	0	0	0	2	0	0	0	0	0	0			2
Trade/Consumer Show	4	0	1	1	0	0	2	0	0	0			8
<b>SERVICES PROVIDED</b>													
Attended a Meeting/Rental	62	188	96	128	47	63	71	82	223	142			1,102
Bureau Business	229	191	175	228	181	139	209	151	189	211			1,903
Group Tour Info	1	12	0	2	2	0	5	1	7	4			43
Hotel/Restaurant	2	1	0	2	0	0	2	6	0	6			19
Relocation	1	1	11	2	2	15	3	25	22	10			92
School Project	0	0	0	1	0	0	0	0	2	0			3
Special Event	0	0	0	0	0	0	0	2	0	3			6
Trail User	100	118	96	55	4	9	14	1	66	107			570
UNI	0	11	5	2	10	39	7	4	10	22			110
VC Amenities including Restroom	655	756	664	484	254	296	194	164	427	468			4,382
<b>ADVERTISING LEADS</b>													
Iowa Travel Guide/ Website	572	483	415	331	337	279	2,988	920	768	681			7,784
ETA Travel Guide	1	1	2	0	0	0	0	0	0	0			4
AAA Living	4	0	0	0	100	160	1	0	0	0			265
Midwest Living (Best of the Midwest)	117	24	25	15	0	8	0	0	0	0			189
Iowa Tour Guide (group leads)	4	9	4	0	0	14	6	3	16	7			63
<b>BROCHURE DISTRIBUTION</b>													
Total Visitor Guide Distribution	1,364	1,252	1,040	1,236	861	598	12,091	1,180	3,988	1,145			24,765
VG Mailed Out (Individual)	27	27	17	11	7	33	22	20	28	25			217
VG Bulk Distribution (Local)	312	467	380	410	410	60	3,434	212	2,484	223			8,392
VG Bulk Distribution (Non-Local)	240	120	175	120	0	0	5,635	0	675	150			7,115
Relocation	30	7	7	2	7	14	5	25	17	9			123
Welcome Bags	57	114	15	347	0	30	0	0	0	40			603
Total Trail Guide Requests	321	368	73	179	83	43	124	102	1,173	432			2,688
<b>WEBSITE TRAFFIC</b>													
Users FY19	8,469	7,844	7,077	10,612	7,731	9,552	6,519	6,341	8,229	8,459			81,833
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	7,925	7,256	8,289	11,339	93,247
Sessions FY19	11,650	9,315	8,628	13,109	9,476	11,833	7,724	7,503	9,879	10,185			99,302
Sessions FY18	12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Page with Top Views	Upcoming Events	Home page											
Top Traffic Source	Google	Google											
Top Referral Site	m.Facebook.com	m.Facebook.com	CedarFalls.com	m.Facebook.com	m.Facebook.com								
CedarValley365.com, Users	NA	84											
<b>SUBSCRIPTIONS</b>													
Weekender News (consumer newsletter)	390	414	417	418	426	426	427	450	450	423			
Weekender Blog	148	156	160	168	171	168	182	179	173	182			
Hospitality Highlights (partner newsletter)	543	550	548	551	510	490	490	408	400	427			
<b>SOCIAL MEDIA FOLLOWERS</b>													
Facebook (Likes)	8,577	8,608	8,614	8,619	8,641	8,651	8,651	8,654	8,658	8,674			
Instagram	1,000	1,012	1,029	1,062	1,066	1,084	1,131	1,162	1,198	1,230			
Twitter	3,657	3,616	3,639	3,661	3,648	3,656	3,673	3,700	3,711	3,719			
Pinterest	504	505	506	497	493	492	499	499	502	506			
Google+	27	21	21	22	22	22	22	22	0	0			
<b>VOLUNTEER INVOLVEMENT</b>													
Board / Committee Hours	129	138	146	116	143	126	206	148	332	116			1,600
Student / Intern Hours	152	72	6	10	4	4	0	4	4	0			250
Family Hours - Visitor Center	98	105	100	82	93	93	72	61	96	72			870

Envoy Hours - Special Event/Rapp Station	29	4	4	4	4	63	0	3	53	61	0	220
<b>MISC</b>												
Groups in Conference Room	2	11	3	4	2	3	3	3	2	7	9	46
Motor Coach Group in CF	0	3	1	1	0	0	1	0	0	0	1	7
<b>INCOME</b>												
Gift Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$325.40	\$370.47	\$350.39	\$261.24	\$218.39	\$483.38	\$300.00	\$4,652.04
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$125.00	\$275.00	\$150.00	\$175.00	\$1,300.00	\$1,300.00	\$0.00	\$4,015.00
Host Motor Coach @ VC or Step Guide	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00





**PUBLIC EVENTS/PROGRAMS @ The Hearst**

- April 2: "We've Got Stories to Tell" evening lecture with Mardy Holst
- April 3: Chinese Instrument Workshop: Guqin
- April 7: Opening reception for annual K-12 Student Art Exhibition
- April 12: Lunchtime Concert Series: Rebecca Burkhardt
- April 16: Special Still-Life Painting Workshop, in conjunction with Iowa Artist Society
- April 18: More Music in Mae Latta with Uncle Chuck and Perry Miller
- April 23: Earth Day Celebration at the Hearst
- April 25: Final Thursday Readers Series with guest author Patricia O'Donnell

**HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:**

- Attended and participated in monthly Cedar Valley Art Steering Committee meeting.
- Attended my annual review with Kim Manning.
- Met with Lisa Roeding to work on budget amendments for Cultural Programs; submitted completed budget amendments for FY19.
- Attended Downtown Visioning kick-off meeting at the Community Center.
- Met with Renatta Sack and Kate Brennan Hall to discuss arts in the Cedar Valley, future arts advocacy efforts and past successful programming under Renatta.
- Met with Scott Hudson and newly transplanted visual artist in our community, to learn about her work and discuss possible collaborations.
- Attended/hosted opening reception for the Cedar Falls k-12 Art Exhibition.
- Attended and participated in Education Committee meeting for the ACB.
- Organized and participated in re-cap conference call with Kari McCann Boutell, facilitator of the annual Art and Culture Board strategic planning meeting in March.
- Met with Matt Buck and Jamie Castle to review future plan for first level bathrooms.
- Coordinated small repairs with outside contractors.
- Met with Angela Waseskuk (UNI) to discuss studio spaces in the Cedar Valley, and Cedar Valley Biennial Exhibition in 2020.
- Met with Kristina Mehmen to learn about programs of space and how to implement a program of space for the Hearst Center, to inform discussion with Visioning Committee.
- Met with UNI student to discuss possible public admin. Internship at the Hearst Center.
- Worked with Danny Laudick to plan for collaboration in fall, bringing together the art and business communities, in conjunction with the Cedar Valley Art Summit.
- Organized upcoming "Models to Main" youth workshop with Dan Perry (UNI).
- Attended Earth Day event at the Hearst Center.
- Participated in training session for Iowa Arts Council grant reviewers. Will be reviewing small organization capacity grants as part of the review panel in May, 2019.
- Attended and participated in the Collections Committee meeting of the ACB.

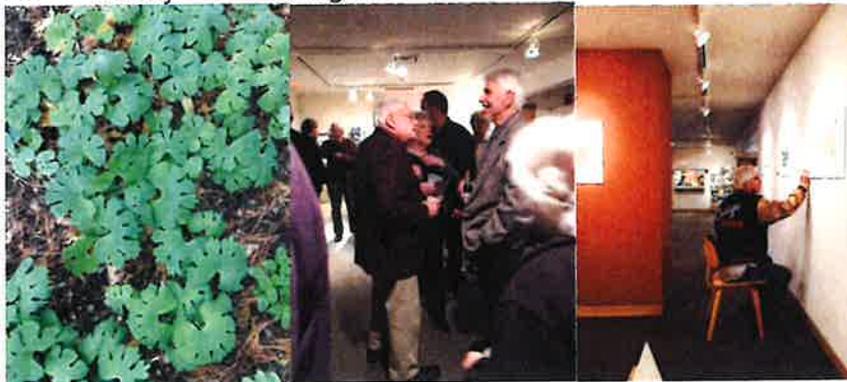
- Worked with Tom Wickersham of the CFNEIA and Trade Mark Productions to develop a brand identity for the Cedar Valley Arts steering committee.
- Reviewed new rental fee schedule with Sheri Huber Otting.
- Wrote grant with Angela Waseskuk for annual Cedar Valley Arts Summit.
- Wrote and submitted grant for upcoming exhibition "Formal/Informal: Innovations in Portraiture" and connected programming.
- Worked with Matthew Wilson (ACB) to develop guidelines for ACB's Community Sponsorship Fund.
- Provided interview with Denny Bowman and Channel 15 for two projects at the Hearst.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at meetings of Friends of the Hearst Board, Art and Culture Board and Public Art Committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent two "board bites" emails for board and committee members, council and directors.

**HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:**

- Helped show, book and set up for rentals when Sheri was out of the office.
- Prepared a petty cash check request and balanced receipts.
- Entered donations for Public Art Jon Crews memorial into Past Perfect & reported.
- Printed, prepared and mailed Friends membership renewal letters for April – June.
- Printed, prepared and mailed membership and donation thank you letters.
- Researched lists of students of a certain age for recruitment to programs.
- Generated statistics and reports of room usage for Visioning committee.
- Researched charges and deposits in order to assist supervisor with budget amendments.
- Adjusted and refunded payments for classes and rentals.
- Generated lists and prepared multiple mailing for the post office.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships
- Updated the financial report for the Public Art Committee meeting
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

### HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Develop a layout for the Hearst's annual k-12 exhibition to be installed in the Dahl-Thomas Gallery only; Install work, lights, and labels.
- Work with the Marketing Assistant to address signage, mailers, et cetera.
- Work with a local framer to mat and Plexiglas 15 works for an upcoming exhibition and partnership with Gary Kelley and the WCF Symphony. Develop a layout for those works, meet with the artist, and install. Arrange lighting and signage; work with the artist to accomplish hand-drawn labels.
- Prepare for a public reception for *Cedar Falls Student Art Exhibition 2019*.
- Attend and serve at a public, evening reception for *To the New World* exhibition.
- Coordinate private showings/sales of works of art for *To the New World* exhibition.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Prepare a document of my thoughts on "right-sized" spaces for the work of exhibitions and collections for the city of Cedar Falls.
- Prepare minutes for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting; coordinate cancellation and announcement.
- Work with the Marketing Assistant and Gary Kelley to coordinate an exhibition of his work at the Hearst that was created for an upcoming Dvořák symphony performance.
- Prepare projects for, provide feedback to, and monitor a collections intern during the month of April.
- Meet with the Supervisor and the Programs Coordinator to plan for summer and fall.
- April 24 Call a meeting of the Collections Committee of the Cedar Falls Art & Culture Board; prep and lead; develop annual schedule.
- April 24: attend a meeting of the Visioning Committee.
- Meet with Public Buildings Supervisor to discuss main level painting specifications.
- Meet with exhibiting artist on April 28, develop an installation plan; inventory and photograph artwork.
- Patch and paint walls in Dahl-Thomas Gallery.
- Patch and paint walls in Dresser-Robinson Gallery.
- Communicate with artists and lending organizations to plan for upcoming exhibitions.
- Continue preparations for meeting of Collections Committee of the Art & Culture Board.
- Work with the Supervisor on current and upcoming projects and related events.
- Attend weekly staff meetings.



### **HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:**

- Coordinated the following events: April 4<sup>th</sup>, Model UN Speaker at the Hearst; April 7<sup>th</sup>, Student Art Show Reception; 13<sup>th</sup>, Gary Kelley's Dvorak Reception; April 23<sup>rd</sup> the Hearst Center held an Earth Day celebration with a tree planting, treats, a bio cell talk and children's activities; April 27<sup>th</sup>, A middle School Art Student Event was held in partnership; April 2<sup>nd</sup>, We've Got Stories to Tell by Mardy Holst was held; as well as our regular programs including Lunchtime Concert, More Music in Mae Latta, and Final Thursday Readers Series.
- Coordination includes hiring speakers/performers, organizing refreshments, set-up and tear down, coordinating print materials and advertising, managing volunteers, and general program development for new programs.
- April 3<sup>rd</sup>, Attended a follow up meeting about the Local Food and Film Festival
- April 4<sup>th</sup>, meeting with Tom Connors and Daryl Anderson about Pedal Fest route.
- April 17<sup>th</sup>, Meeting about Exhibition receptions with Heather and Emily
- April 23<sup>rd</sup>, Friends Meeting- printed materials for meeting
- April 25<sup>th</sup>, meeting with Heather to recap Friends meeting
- April 26<sup>th</sup>, Had a meeting with Heather about new rental fee schedules
- April 29<sup>th</sup>, Attended off-site Pedal Fest Meeting
- I spent 10.0 hours setting up for rentals, meetings, receptions, and events in April.
- There were 6 rentals in April.
- Wrote 5 rental contracts and wrote 2 agreements for upcoming programs
- Had 5 volunteers help out for a total of 33 hours in April
- Reviewed materials for upcoming events in April and beyond.
- Worked more on goal setting for upcoming year.
- Attended weekly staff meetings.
- Worked more on summer and fall brochure events.
- Worked with partners on the Passport to the Arts initiative.
- Worked on the Hearst August Birthday Celebration.
- Worked on the May Open Air Studio and 30<sup>th</sup> Anniversary Programming.

### **HIGHLIGHTS from Angie Hickok, Education Coordinator:**

- Face Painting at Scheel's Easter Event- Over 500 people attended
- Our Still Life Workshop is full, several camps are nearly full.
- Developed new partnership with CF Schools- Face Painting at Family Fun Days. So far we've been able to reach/interact with a large number of parents, and recently received a \$300 donation as a "thank you."
- Organized and presented Education Committee meeting for the ACB.
- Attended and took minutes at the monthly Art and Culture Board meeting.
- Attended weekly staff meetings.
- Communicated the need for availability for spring to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant.

- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities for Saturday Morning Classes.
- Donated a free class/workshop and art supplies to a Sturgis Kidway fundraiser.
- Hired a model for summer figure oil painting workshop.
- Finished education portion of summer 2019 brochure.
- Offered an additional 'Get Messy' summer camp (organized dates, instructors).
- Hosted Kindergarten classes from Nashua-Plainfield.
- Offered a Kindermusik workshop coinciding with Messy Mornings.
- Face painted at Orchard Hill and Aldrich Elementary Schools for Family Fun Night.
- Confirmed to attend BBQ'loo in Waterloo this summer
- Coordinated with and fired communion plates for St. John's Church in CF.
- Coordinated with and fired communion chalices for Nazareth Church in CF.

#### HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects:
  - First Fifty: Collaborations postcard, Gary Kelley postcard/vinyl, Summer 2019 brochure (coordinated staff content), Western Home poster, Summer Camp flyer, Earth Day poster, Movies Under the Moon poster/bookmarks, Body As Water poster, and Jimmy Murray postcard/gallery guide.
- Submitted College Hill Arts Festival Ad
- Coordinated new billboard re: summer camps/art education.
- Errands: Ace Hardware, Gary Kelley Studio, Van Dorens and Signs and Designs, Karen's Print and Tourism.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for Earth Day, Model to Main, Gary Kelley exhibition and May E-News.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Gift Shop: continued additional markdowns and ordered new books.
- Managed all social media.
- Created content/graphics/posts for social media.
- Friends Website: Updated index, events, exhibition and education pages.
- City Website: Updated holiday hours, exhibition and education pages.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

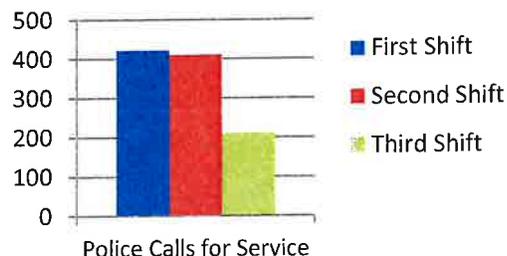
Hearst Center for the Arts Activity Report - Cultural Division FY19

	July	August	September	October	November	December	January	February	March	April
<b>ATTENDANCE</b>										
# of Days Open to Public	27	28	26	26	24	23	25	23	28	22
Door Counter	2579	1743	1195	2534	2014	1197	1673	1831	2299	2800
Sculpture Garden (est.)	375	300	300	250	200	200	200	200	250	400
Average visits per day	109.41	72.96	57.50	107.08	92.25	60.74	74.92	88.30	91.04	145.45
<b>VISIT PURPOSE</b>										
Exhibition (walk-in)	313	347	184	248	343	244	220	196	258	398
Exhibition Receptions	141	101	49	74	44	37	0	92	0	742
Meetings	40	65	40	69	51	106	117	52	55	44
Youth Classes	64	16	140	375	62	0	375	354	89	420
Adult Classes	59	29	45	76	30	22	160	153	36	126
Messy Mornings	0	0	67	85	49	60	73	54	40	65
Camps	918	448	25	0	40	0	0	30	359	0
Birthday Parties	65	84	62	45	0	73	16	53	76	0
Workshops	17	0	11	79	25	24	24	0	0	14
Tours	89	0	0	110	0	0	0	10	64	55
Rentals	134	0	84	34	41	85	17	115	117	190
Ceramics Lab	18	16	15	21	11	25	10	32	8	28
Public Programs	151	140	304	664	276	252	373	157	450	202
Thursday Painters	99	130	86	67	97	99	100	66	77	91
Volunteers / # of hours	13/22.75	3/5.5	5/26.75	5/53	5/37	2/4.25	3/12	6/36	12/61.25	5/33
Other	577	367	94	776	945	170	188	467	670	169
<b>SERVICES OFFERED</b>										
Youth Classes	3	1	13	5	4	0	11	3	4	3
Adult Classes	13	2	4	16	3	2	14	12	5	11
Rentals (inc. recitals, etc.)	3	0	4	1	1	1	1	4	5	7
Community Group Mtgs	11	14	12	12	8	2	5	5	5	6
Messy Mornings	0	0	4	5	4	3	3	4	3	4
Camps	10	5	1	0	1	0	0	1	6	0
Birthday Parties	2	2	2	1	0	2	2	2	2	0
Workshops	1	0	1	0	1	1	3	0	0	1
Tours	3	0	0	2	0	0	0	1	2	1
Public Programs	6	7	14	9	7	8	12	5	11	8
Thursday Painters	4	5	4	4	4	4	5	4	4	4
Exhibition Receptions	1	1	1	1	1	1	0	1	0	2
<b>DIGITAL TRAFFIC</b>										
E-News Subscriptions	1305	1299	1266	1266	1254	1233	1220	1206	1202	1181
Facebook Views	23142	16516	17770	24260	18076	14211	34260	21823	28309	42367
Facebook Followers	1643	1659	1673	1696	1705	1714	1760	1791	1878	1913
Facebook Event Listings	6	6	11	8	8	8	11	7	7	10
<b>OFFSITE SERVICES</b>										
Offsite Educ. Encounters	152	315	415	611	112	463	0	216	262	685
Offsite Educ. Programs	4	4	4	7	2	2	0	1	2	3
Community Committee Mtg.	2	3	3	4	3	1	5	2	2	2
<b>MEMBERSHIPS</b>										
Total Friends Memberships	182	224	234	240	228	232	222	231	233	229
New/Renewed this month	0	44	11	29	20	23	15	20	20	5
<b>PRESS</b>										
Newspaper	1	1	1	2	0	1	0	0	0	2
Radio interviews, ads	1	2	1	2	2	0	0	0	0	0
Press Releases	1	2	1	2	1	1	4	1	0	2
Ads, other (FB ads, etc.)	2	1	0	13	0	0	0	1	1	2

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
APRIL 2019**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	422	411	211
Traffic Stops	129	110	187
Arrests	10	30	21



**FIRST SHIFT – Captain Jeff Sitzmann**

- First Shift Officers assisted in Field Training Recruit Officers Bruggeman, Van Horn, Abbott and Manternach. Three of those Officers are now attending the Iowa Law enforcement Academy while Officer Van Horn will complete his Field Training Program in May. Officer Abbott also completed her Fire Training and is certified as a Fire Fighter 1.
- Lieutenants Heuer and Rea along with Captain Sitzmann assisted with the applicant testing process during the month. Two people have since been given conditional offers of employment.
- Captain Sitzmann and Officer Burkhardt attended Training in Des Moines which was sponsored by Teamsters. Topics discussed included: Internal Investigations, Officer Involved Shootings, Use of Body Worn Cameras and Civil Liability.
- A gas pipe line was damaged by construction crews at the intersection of Carlton Drive and Lilac Lane. The neighborhood was inundated by the odor and traffic near the intersection was shut down. Cedar Falls Utilities was able to cap the broken pipe after about a half hour.
- Officers responded to an Assault in progress, where a male had kicked in the door. The victim used mace and sprayed the suspect. Officers arrived and located the suspect who had fled the scene. After further investigation the suspect was arrested and charged with Domestic Assault Causing Injury and Domestic Assault – Strangulation.
- Officers investigated a report of Financial Fraud involving an elderly female. The case was reported by the Department of Human Services and is being referred to the County Attorney for review and follow-up. Thousands of dollars were taken from the victim’s account.
- Officers investigated a report of a Sexual Assault with an adult female victim. It was reported that two males entered the residence of the victim and committed the Assault. The case is still under investigation.
- Officers responded to two Fire Calls. One was a controlled burn and the other was a small bonfire in a mobile home park. Both fires were being tended to, and Officers gave the appropriate warnings about Controlled Burn Ordinances.
- Officers responded to a vehicle that had two dogs left in it overnight. The dogs had no food or water, and one was pregnant. The Officers spoke with numerous neighbors who stated this has happened before and they have reported it. Animal Control Officers will be conducting follow-up on this case.
- Officers took a report of a Stolen Vehicle near the University of Northern Iowa Campus. Through the investigation, Officers located video of the suspect while on Campus. Later in the week, a University of Northern Iowa Officer located the suspect’s vehicle being operated in Waterloo, and a Traffic Stop was conducted. Both Waterloo Police Department and Cedar Falls Police Department had charges on the person. The case is still under investigation because the Stolen Vehicle has not been located yet, but leads are being followed-up on.
- Officers took a report of a Two Vehicle Accident at Highway 218 / Highway 58, where one subject reported injuries. The roadway was very slick due to sleet.

**SECOND SHIFT – Captain Jeff Harrenstein**

- Officer responded to a report of a Burglary to a trailer at a residence on Lincoln Street. Reporting party had a Valid Arrest Warrant on him. Report was taken and subject was arrested and taken to Black Hawk County Jail.

- Follow-up investigation from a previous report led to the arrest of an adult male for Theft 3rd, Possession of Marijuana and Methamphetamine and Interference.
- Officers responded to a report of a vehicle being driven in an erratic manner in the area of Cedar Heights Drive / Greenhill Road. Vehicle was located and subsequent investigation led to the arrest of an adult male for Operating While Intoxicated 2nd.
- Officers responded to a report of an Unattended Death at Western Home Windcove. Officers assisted with arrangements and Medical Examiner.
- Officers responded to a report of a Hit and Run Accident at Cedar Heights Drive / Black Hawk Road. Officers found the run vehicle and driver. Investigation led to the arrest of an adult male for Operating While Intoxicated 1st.
- Officers responded to a report of a Shoplifting in progress at Target. Investigation led to the arrest of two females; one adult and one juvenile for Theft 4th.
- Officers responded to a report of a Shoplifter at Walmart. An adult female was arrested for Theft 5th and Possession of Methamphetamine.
- Officers were sent to do a Welfare Check on a female subject at U-Haul Storage on University Avenue. Officers found her locked inside a storage unit and she was extremely intoxicated. She refused assistance and was arrested for Public Intoxication.
- Officers responded to a report of a male at Kwik Star on Nordic Drive that smelled of alcohol and the vehicle he is driving has fresh damage to the front of it. The driver was located and found to be intoxicated and he refused to Portable Breath Test or complete Sobriety Testing. He made suicidal comments and was taken to Allen Hospital for evaluation. A Search Warrant was applied for and approved for Blood and Urine Testing. Driver will be charged with Operating While Intoxicated 2nd and two counts of Child Endangerment for his children that were dropped off just prior to Officers finding him.
- Officers responded to a report of a subject bringing his child back to the mother at a residence on Catherine Street that may possibly be intoxicated. Upon his arrival, he was contacted and was displaying signs of intoxication. He refused the Portable Breath Test or complete Sobriety Tests. A Search Warrant was applied for and approved for Blood and Urine Testing. Driver will be charged with Operating While Intoxicated 2nd and one count of Child Endangerment.
- Officers were dispatched to the report of two Trespassers at Walmart. Officers located the females and they were detained. One of them was charged with Theft 3rd, False ID, Interference Causing Bodily Injury (after trying to get away from an Officer) and she also had a Warrant. The second female met with Task Force Officers and may be charged for Theft and Possession of Meth at a later date.
- Officer assisted a Homeland Security Officer with serving a Warrant.
- Officers were dispatched to the Kwik Star on College Hill regarding a Theft. Officers learned that a female in the store had taken something the day before. The female had also taken something on this date. She was charged with Theft 5th.
- Officers were dispatched to meet with a resident of the Western Home regarding a Fraud. Officers learned that the male believed he had won over \$4 million dollars and sent money to the scammers to pay taxes on the winnings. Officers learned that he had sent them more than \$36,000.
- Officers were dispatched to Community Motors for the report of a scam. Officers are currently investigating a fraudulent sale of a vehicle to someone out of state. The vehicle was picked-up by a transport and the business later learned that they buyer used a fake identity to obtain the vehicle.
- Officers conducting a routine Traffic Stop located a male subject who is Barred from driving. He was placed under arrest for Driving While License Barred.
- Officers arrested a female for Shoplifting from Walmart. She was charged with Theft 4th.
- Officers arrested a female subject for Theft from Walmart. She was charged with Theft 5th.
- Officers were dispatched to the report of a Violation of a No Contact Order at Five Seasons Trailer Park. Upon arrival, Officers learned that the Protected Party had been away from the residence since January 2019, attending drug treatment. Her husband began occupying the home, and moved two other people into the home, even though he was prohibited from being there. A large amount of drugs and paraphernalia were located in the trailer. Charges are pending.
- Officers were called to Five Seasons Trailer Court for a No-Contact Order Violation. As a result, one subject was arrested and charged with Violating a Court Order.

- Officers arrested a subject for Burglary 3rd. The arrest was the result of an on-going investigation where two subjects entered a Downtown bar after hours and stole alcohol.
- Officers responded to the 200 block of State Street after a report was received of a subject throwing items off the 4th floor balcony and threatening to jump. Officers were able to secure the subject inside of his residence and obtain medical assistance for him. Officers then conducted a Search Warrant at the subject's residence and seized a large amount of items used for manufacturing illegal drugs. This investigation remains open and charges are pending lab results.
- Officers responded to a residence in the 1300 block of Tremont Street after a report was received of a male / female Fight and Vandalism to the residence. Officers found that the male half had broken a number of windows in the residence and left the scene. The male was later located near 1st and Franklin Streets and was found to be in possession of a large amount of Marijuana. The male and a second individual were arrested and charged with Possession with Intent to Deliver Marijuana.
- Officers were called to Casey's General Store at 6th and Main Streets for a Fight. Officers were advised that the subjects left the area and descriptions were given out. One of the subjects involved was located and was found to have been driving while intoxicated. The subject was arrested and charged with Operating While Intoxicated 2nd.
- Cedar Falls Officers assisted with a Rollover Accident near the 7000 block of Ford Road. Cedar Falls Officers were first on scene and located a subject who had been ejected from his vehicle. Additional units arrived on scene and the subject was pronounced dead at the scene.
- Officers investigated a subject squatting at a residence on Peridot Road. One male was located at the scene and was placed under arrest for Possession of Drug Paraphernalia and Trespass.
- Officers responded to Walmart for an adult female Shoplifter. One subject was arrested for Theft 5th.
- Officers arrested a subject in the 6700 block of University Avenue for Operating While Intoxicated 2nd Offense after he was observed driving to Pepperjax Grill and showing signs of intoxication inside the restaurant.
- Officers arrested a total of four subjects for Theft 5th for two separate Shoplifting incidents. Two of the arrests were at Walmart and two at Target.
- Officers conducted follow-up investigation on a previously reported Credit Card Fraud incident. As a result, one adult female was charged with 2nd Degree Theft and Felony Credit Card Fraud.
- Officers responded to a Shoplifting incident at Walmart. An adult male Shoplifter then claimed to be suicidal and was taken to the hospital. The suspect was ultimately charged with Theft 5th, Possession of Drug Paraphernalia and Interference with Official Acts.
- Officers responded to a report of a subject who had taken a vehicle without the owner's consent and afterward was involved in a Motor Vehicle Accident. Officers arrested the suspect for Operating Motor Vehicle without Owner Consent and he too was taken to the hospital for a mental health evaluation. The suspect will be taken to the Black Hawk County Jail after his release.
- Officers responded to a report of a Shoplifter in custody at Scheels. An adult male was arrested and charged with Theft 5th.
- Officers responded to Sartori Hospital on a report of a subject there with a gunshot wound. It was determined that the Accidental Shooting had occurred in Aplington, Iowa. The Butler County Sheriff Office was notified and the investigation was passed on to them.

### **THIRD SHIFT – Captain Mark Howard**

- Officers were called to University Avenue and Waterloo Road on the report of a Suspicious Vehicle. The report came from a male that was out walking and stated the truck went by him a couple of times asking him to get in the vehicle. Officers checked the area and could not locate the truck.
- Officers were called to a Welfare Check at a residence. The Reporting Party was a food service delivery driver who stated he delivered food to a residence. A male answered the door and he appeared intoxicated and his house was a mess. Officers were not able to make contact at the residence, but did speak to the Reporting Party who was just concerned for the resident.
- Officers conducted a Traffic Stop in the area of College Hill. The driver was arrested for Operating While Intoxicated 1st Offense.
- Officers were called to a Disorderly at a residence on Linda Drive. Male subject was made to leave.

- Officers were called to Panda Express for a Police Alarm. There was a freight door left open. Officers were not able to secure. Management came and secured door.
- Shift Command received information from Violent Criminal Apprehension Team of a Wanted Subject on College Hill. Subject is a suspected gang member. Cedar Falls Officers quickly located the subject at Sharky's Fun House and he was arrested without incident.
- Officer Stopped a vehicle for a Traffic Violation at the McDonald's on Main Street. The driver was arrested for Operating While Intoxicated.
- Officers were informed by subjects on the Hill of a possible large Fight about to happen with possible gang members. Officers got out on foot and made sure they were in the area. One subject was arrested for Disorderly and Intoxication.
- Officer took a report of Harassment.
- Officer, while on Patrol, noticed a female squatting next to a car in the 100 block of East 3rd Street urinating. When the Officer got out with that subject, she had gotten into the vehicle she was urinating next to. She did admit to urinating and was extremely intoxicated. She was arrested for Intoxication. The Officer also made contact with the driver of the vehicle. She was also very intoxicated and was arrested for Operating While Intoxicated.
- Officer called to a residence on Maple Street for an Assault that happened at Prime Mart. The Officer took the report and will conduct a follow-up investigation
- Officers called to McDonald's on 1st Street for Loud Subjects. Subjects were sent on their way.
- Officers were called to an address on Carlton Drive for Loud Subjects. Subjects were working on their camper in their driveway and were Advised of the complaint.
- Officers were called to the Veridian on Chancellor Drive for a Police Alarm. It was a False Alarm.
- Officers were called to a residence on Balboa Avenue for a Disorderly between several apartments.
- Officers were called to a residence on Merner Avenue for a Loud Party.
- Officers called to 23rd and College Streets for a Fight in progress. When Officers arrived the subjects were gone. Officer did take a report from the victim.
- Officers were called to McDonald's on Main Street for some male subjects Harassing customers. Officers did locate the subjects who were Junior High kids. They were sent on their way.
- On-Duty Supervisor went to several bars on the Hill to check occupancy levels. Little Bigs and Sharky's Fun House were advised to go to one customer in and as one leaves.
- Officers checked out at 2nd and State Streets with some Suspicious Subjects. These subjects were sent on their way.
- An Officer, on Foot Patrol, noticed a suspected gang member operating a vehicle, who was Suspended. He communicated this information to Officers in vehicles that were able to validate the Suspension and Stopped the vehicle. Sobriety Tests were conducted and the driver was arrested for Operating While Intoxicated.
- Officer took a report from a residence on Olive Street of a vehicle that had been broken into and an AR-15 was Stolen out of the pickup.
- Assist at Sartori Hospital for a Mental Subject who was out of control and was later transported to Covenant Hospital. Officers rode with the ambulance.
- Officers were called to a residence on West 13th Street for a Fight between roommates. Officers were able solve problems for the night, the landlord was also called and will be dealing with the subjects who reside there.
- Officers were called to a Suspicious Vehicle on Luke Street. A Suspicious Vehicle supposedly looking for a subject who possibly lived in that area.
- Officers were called to 700 West Ridgeway Avenue reference a Suicidal Subject from Grundy County. The subject had cut his arms and was taken by ambulance to hospital.
- Officers were called to the Extended Stay Inn who was sleeping in his car in the parking lot. He was moved on.
- Officers were called to a Parking complaint at 20th and Campus Streets.
- Officer was called to assist Waterloo Police Department at an apartment on Bluebell Road. The Officer was not needed.
- While on Patrol, Officers noticed an occupied vehicle in front of Kohl's Department Store. Officers made contact and the subject was sent on his way.

- Officers were called to Windhaven for an unoccupied vehicle that was running. It was learned that the vehicle belonged to a resident of Windhaven and they forgot to turn their vehicle off earlier in the evening. Nothing suspicious.
- Officers were called to Sartori Hospital for a Suspicious Female. Hospital staff reported that a female carrying a large bag came in the hospital, went to the chapel, and turned the lights out. Officers located the female and made contact. The female was Advised of the Call and left the hospital without incident.
- Officers were called to the area of 7th and Walnut Streets on the report of a male subject going through a vehicle. The Reporting Party came home and found a male going through the Reporting Party's car. The suspect fled on foot. Officers made contact with several subjects, but none of them were identified by the Reporting Party. Officers gathered information and a report was started.
- While on routine Patrol, Officers made contact at two residences that had open doors. The residents had left their garage doors opened. The residents checked their garages and nothing was missing.
- Officers were called to a residence on a report of someone knocking on the door trying to get into the apartment. A Check of the area found nothing and the subject was gone on arrival.
- Officers were given information that a subject would be driving to work early in the morning. The subject was reported to not have a valid driver's license. Officers set-up in the area, but the subject never showed up.
- While on Bar Checks, Officers witnessed a Fight beginning in the area of The Other Place. Officers detained one subject and learned that he had Outstanding Warrants for Failure to Appear out of Black Hawk County. The suspect was transported to the Black hawk County Jail for processing.
- While on Foot Patrol, Officers were flagged down by a citizen to report a broken glass door to the entrance of an apartment complex. Officers took a report and made contact with the landlord to advise him of the damage.
- Officers responded to a call at a residence on Union Road of a Fire on the outside of one of the residential trailers. By the time Officers arrived on scene, the trailer was fully engulfed in flames. Officers deployed their squad Compressed Air Foam systems on the surrounding trailers to extinguish embers floating from the trailer that was on fire. Other Officers on scene went to surrounding trailers and began calling out trailer numbers where contact was made and citizens were evacuated. Upon the arrival of Cedar Falls Fire Rescue, Public Safety Officers from Patrol suited up and assisted with extinguishing the Fire.
- Officers made an Operating While Intoxicated arrest from a Traffic Stop in the area of 18th and Main Streets.
- Officers were called to a report of a Suspicious Male in the vestibule of Unity Point Health at Prairie Parkway. A night cleaning lady noticed the male in the front, and when she went to call the male was gone. Officers noticed the glass doors to the building had not been secured when the cleaning lady went into work. Officers conducted a Search of all accessible parts of the Health Center. The male was gone on arrival.
- Officers were called to a Disorderly at a residence. The Reporting Party stated that his brother was at the house and was breaking things. When Officers arrived, the subject was gone on arrival and the Reporting Party did not want to do anything further. He was advised to call if his brother returned.
- Officers were called to a Runaway from a residence on West Ridgeway Avenue. The Runaway would later call in from Waterloo. It was learned that the Runaway was visiting his father from out of town and he ran away when his father Assaulted him. Officers learned that the Assault occurred in Waterloo and the Waterloo Police Department was advised. Contact was made with the Runaway's mother and she was driving to get him.
- Officers were called to a Larceny in progress at Walmart. While Officers were headed there, it was learned that the subjects did not have ID's and had fled the area. Officers looked for the suspect's vehicle, but were unable to locate them. A report was started and Officers will be conducting follow-up.
- While on Patrol in the College Hill area, an Officer witnessed a vehicle make a turn and a female fall out of a vehicle. The vehicle was travelling slowly and immediately stopped. Officers made contact with the vehicle. It was learned that the driver of the vehicle was a Designated Driver (he had not been drinking) for the passengers. The passenger in the back did not get her door shut and she

- out. The female was not injured and refused the assistance of paramedics. After a check of the driver, and the female, the party was sent on their way.
- Officers were flagged down for a Disorderly in front of Deringer's Public Parlor on Main Street. It was learned that there was a Fight about to begin. Officers stood by while the problem parties left the area.
  - Officers witnessed a verbal argument going on in the area of 2nd and Main Streets. The parties were going separate ways and left the area without incident.
  - Officers assisted Second Shift with a Narcotics Offense that started from a Court Order Violation.
  - Officers were called to Walmart for a Disorderly male in the can redemption area of the store. Upon arrival, Officers learned that the male was making obscene comments to other customers coming and going out of the store. Officers made contact with the subject and identified the male. After a check of the male, he was advised of the complaint and also of a request from Walmart's management that they did not want him on their property. Officers stood by while the male left the area.
  - Officers conducted a Traffic Stop on a vehicle with no license plates. Further investigation found that the subject had purposely not registered the vehicle due to not having SR-22 insurance and being Suspended several times. The subject stated that he was driving until he was Stopped. The subject was arrested for Moving Violations.
  - Officers were called to a Prowling in progress at a trailer park. The report was that the ex-girlfriend of a male was outside of his grandmother's trailer trying to get in. Officers made contact and learned that she was trying to get some of her property back. The female was advised to make contact during the daytime with the grandmother to make arrangements.
  - Officers assisted the Hudson Police Department on a Burglary / Disorderly case that happened in Hudson. Cedar Falls Police Department was able to locate a suspect vehicle on Hudson Road by Viking Road. Contact was made with the driver and he was the suspect in the Hudson Police Department case. Officers stood by with the male until Hudson Police Department came and arrested him.
  - Officer Stopped a vehicle for a Traffic Violation. During the Stop, Officers noticed a strong odor of Marijuana. The driver admitted to using. A Drug Recognition Expert was called to the Cedar Falls Police Department and the investigation will continue when results are returned from the lab.
  - Officers were called to a residence for subjects being Loud. Subjects were Warned of the complaint.
  - Officers were called to Famous Footwear for a Police Alarm. Building was secure.
  - Officer was called to a residence on West 28th Street for a Suspicious Subject Harassing a residence. Officer could not locate the subject and did a report.
  - Officers were called to Viking Road and Highway 58 for a subject driving the wrong way in the construction area. Officers did not locate the subject.
  - Officers made a Traffic Stop on a subject that drove over the curb at the McDonald's on Main Street. Officers administered Sobriety Tests to the driver. The driver was arrested for Operating While Intoxicated.
  - Officers were called to Gold Falls Villa for subjects being Loud. Officers were not able to locate anyone.
  - Officers were called to a residence for a Theft of a vehicle. This was a civil matter.
  - Officers were called to a residence on Walnut Street for two dogs that were left in a car. Dogs were left in there on purpose and were in good health.
  - Officer checked out with a Suspicious Subject in the 300 block of Main Street. Subject checked OK.
  - Officer was called to the 1400 block of West 19th Street for a Hit and Run Accident.
  - Officer made a Traffic Stop at the Casey's Convenience Store on Main Street. The driver of the vehicle was arrested for Operating While Intoxicated.
  - Officer noticed a Fight in the 2200 block of College Street. Officers were unable to locate the subjects who started the Fight.
  - Officers were called to the 2600 block of College Street for a vehicle playing loud music with two subjects sitting inside. When Officers arrived the vehicle was gone.
  - A Deputy driving through the Downtown, noticed subjects Fighting in front of Deringer's Public Parlor. The Deputy arrested one subject as Cedar Falls Officers arrived. A short time later Cedar Falls Officers located another subject involved and he was arrested for Intoxication and Disorderly.

- While Searching his person, Officers located Cocaine in the subject's pocket. He was charged with Possession also.
- Officers were called to Island Park for a Suspicious Vehicle. The vehicle was gone when Officers arrived.
  - Officers were called to a residence on Millennium Drive for a Death Notification for The City of Boone.
  - Officers conducted a series of Bar Checks on College Hill and Downtown Main Street for Alcohol Enforcement.
  - Officers worked hard at Traffic Enforcement with several Stops conducted for various Violations.
  - Officers were called to the McDonald's on 1st Street on the report of juveniles in the parking lot Loitering. Officers made contact and the juveniles were not being a problem, only waiting for food they ordered.
  - Officers were called to Voodoo Lounge for a Fight in progress. When Officers arrived, they learned that the Fight was between the bar staff and a patron they were telling to leave. The male patron was found urinating on the wall in the upper portion of the bar. Officers brought the subject outside and he was arrested for Intoxication. There was no Fight.
  - Officers observed a very intoxicated male in the 300 block of Main Street. The male drew the attention of Officers when he kept trying to get into vehicle in the alley. Officers made contact and the male tried to walk away. He was arrested for Intoxication.
  - Officers noticed a Suspicious Male behind Jimmy John's on College Hill. The male kept trying to hide form Officers. Officers made contact and found the subject intoxicated, he was arrested.
  - Officers conducted Extra Patrol in the area of 25th and College Streets due to a special event being held at Wesleyan Center. There were no incidents at the Center, but Officers observed a Suspicious Vehicle that left the area. Officers conducted a Stop for a Traffic Violation and were given consent for a Search of the vehicle. Intel was gathered from the Stop.
  - Officers were called to an abandoned 911 Call at Mary Lou's Bar. Officers were told that the Dispatchers could hear a male yelling and swearing before they were disconnected. Officers learned that a male, whom they are familiar with, was bothering other patrons in the bar. The male mixed alcohol and his prescriptions again and struck a patron of the bar. The male was transported to the hospital and released to Officers. He was transported to the Jail with charges of Intoxication and Disorderly Conduct.
  - Officers were called to Walmart for three subjects that purchased \$900.00 in iPhone gear and then tried to buy \$300.00 worth of groceries. When asked for identification, the suspects fled the area leaving behind the merchandise. Officers gathered statements and evidence for their case. A report was started.
  - Officers learned that the three subjects from Walmart the evening before had stolen the checks and the credit card used. Officers got information from the Waterloo Police Department about a purse being stolen and that numerous charges were made to the victim's account. Officers worked with Waterloo Police Department to put together a case to forward to Investigations. A short while later, Chicago Police Department had reached out stating they were in contact with two females (matching the descriptions from Walmart) that had the victims purse and identification on them. Chicago Police Department was connected to Waterloo Police for the Theft, and our case was completed and discussed with our Investigative Unit for follow-up.
  - Officers were given several Extra Attentions in Briefing and conducted Checks throughout the night.
  - Officers were called to Side Car Coffee on College Hill for a report of subjects on the roof that were throwing items on the people walking below. Officers did observe persons that live in an apartment above the business, but they were not doing anything.
  - Officers were called to a Hit and Run in the area of the 1900 block of College Street. The run vehicle had left the area. A short time later, Officers located the vehicle and the driver. The driver was intoxicated and he was arrested along with citations for the Hit and Run.
  - Officers were called to Main Street and Waterloo Road for an Intoxicated Driver. Officers did not locate the driver.
  - Officers were called to Maplewood Drive for what was reported as Suspicious Gang Activity. Officers gave this area Extra Attention.

- Officers were called to Little Bigs for a female severely intoxicated. She was taken to the hospital by an ambulance.
- Officers were called to 1st Street and Hudson Road for an Intoxicated Driver. Officers were not able to locate the vehicle.
- Officers were called to Highway 58 and Ridgeway Avenue for an Intoxicated Driver. Officer located the vehicle and the driver was not intoxicated.
- Officers were called to a residence on West 19th Street for a subject possibly suicidal. Officers did locate the subject who checked OK. The subject's roommate was also there and also advised that he was OK and would watch him.
- Officers were called to a Larceny in progress at a residence on Bluegrass Circle. A resident saw some subjects looking into cars, when they saw her they took-off running. Officers did not locate anyone.
- Officer was called to assist a Security Officer at Hillcrest Park Apartments for Loud Subjects. They were Warned and Advised.
- Officer was called to Walmart for two subjects who were caught Stealing. Both subjects were arrested for Theft.
- Officer took a report at the Police Department of Phone Harassment.
- Officers were called to Gold Falls Villa for a Building Fire. When Officers arrived, the deck of a second story apartment was on fire. Officers deployed two Compressed Air Foam systems and knocked the Fire out as Cedar Falls Fire Department arrived. Four Public Safety Officers and one Officer responded to the scene.
- Officers were flagged down in front of Little Bigs by bar staff and advised of Suspicious Activity.
- Officers were called to Tony's LaPizzeria for a male subject in the restaurant puking and extremely intoxicated. This subject was refusing to leave and was not cooperating with his friends. He was taken to the hospital by ambulance. An Officer went to the hospital and offered the subject a Portable Breath Test. The subject was kept by the hospital and will be charged with a Public Intoxication on a later date.
- Officers were called to Chadwick Road for Loud Subjects.
- Officers called out a Fight in front of Jimmy John's. Officers were able to locate two victims, but the subjects who started the Fight had taken-off and Officers could not locate.
- Officer made a Traffic Stop at 6th and Main Streets. The driver was arrested for Operating While Intoxicated.
- Officers were called to 2nd and Franklin Streets for a female being chased by two males. Officers did locate two males, but they were not involved. Officers continued to Check the area, but did not locate the subjects.
- Officers took a report of Larceny from a residence on Main Street. Reporting Party reported that someone took her wallet and cell phone. Officers were then sent to Hillcrest Park Apartments and did locate the phone, but not the purse. Officers are continuing to follow-up on this case.
- Officers were called to a residence on Madison Street for Loud Music. Officers made contact at the address and Warned and Advised the residents.
- Officers were called to a residence on Starbeck Circle for a Suicidal Subject. Officers assisted the subject who went to the hospital by ambulance.
- Officers were called to a residence for kids running up and down the hall way. Subjects were Warned and Advised.
- Officers were called to Casey's Convenience Store on Main Street for a male subject locked in the bathroom. That subject was subsequently arrested for Intoxication.
- Officers were called to a residence on Grove Street for possible Intoxicated Subjects. Officers were unable to locate.
- Officers were called to The Quarters on West 27th Street for a Loud Party. Subjects were Advised and the party was shut down.
- Officers while on Foot Patrol on the Hill, noticed a Disorderly behind The Social House. One subject was arrested for Intoxication and Disorderly Conduct.
- Foot Patrol Officers called out a Fight at 22nd and College Streets. One subject was arrested for Intoxication and Disorderly Conduct

- Officer noticed an extremely intoxicated subject in the parking lot of the Liquor Store at 22nd and College Streets. That female was checked out by paramedics and was later arrested for Intoxication.
- Cedar Falls Officers were called to an incident at South Highway 58 and Greenhill Road for a subject in a vehicle that was possibly shot. Officers could not locate the vehicle at this location. A Deputy located the vehicle at Highway 218 and Greenhill Road in Waterloo. Two Cedar Falls Officers assisted Waterloo and shut down Highway 218 Southbound at our City limits.
- There was a Fire Alarm at The Social House. A Foot Patrol Officer went to that location and verified it was a False Alarm and the Fire Department was called off.
- Officer was called to a Single Vehicle Accident at the Highway 218 and 57 interchange. The road became icy and the driver lost control.
- Officers were called to Deringer's Public Parlor for subjects Fighting. It was not determined by Officers on scene who was involved.
- Officer at Casey's on Main Street arrested a subject for Intoxication.
- Officer was called to Policeman's Park for a vehicle parked there and occupied. The subject was advised of park hours and sent on their way.
- Officer was called to the Highway 58 and 218 clover leaf for a Two Car Accident. The Department of Transportation was called out for the ice on the roadway.
- An Officer Stopped a vehicle in the 2600 block of College Street. The driver was arrested for Operating While Intoxicated.
- Officers were called to a residence on Maplewood Drive for a 17-year old possibly trying to hurt herself. Officers spoke with the female and her mother and she was fine.
- Officers dispatched to a subject possibly looking through vehicles in the area of Chadwick Court. Officers made contact with the suspect who was in his own vehicle. The suspect advised he was running from a friend's vehicle to his in the rain. He left his phone in the friends vehicle and ran back to get it. He understood why someone would find that Suspicious.
- Officers dispatched to a Loud Subject at The Quarters. Officers found a subject in the hallway. The subject forgot his apartment keys and was banging on the door trying to wake a roommate.
- Officers dispatched to a Disorderly Subject at the Library on the Hill. Upon arrival, the bar owner advised the subject is a regular and he just wanted him removed for the night. The subject had a sober friend that took him home. Officers spoke with the bar owner and advised him about calling us and the appropriate action we would take.
- Officers called to a possible 10-55 (Intoxicated Driver) in the drive-thru at McDonald's on Main Street. Officers arrived and made contact with the driver. The driver was a sovereign citizen and was being very difficult. He ended up giving Officers his necessary information and Officers were able to verify he was not intoxicated and knew his behavior from prior experiences. He was sent on his way.
- Officers were called to a residence on Briarwood Drive for a male subject was at the door and the parents do not want him there. He was Advised to leave.
- Officers were called to a Burglary in progress at a residence on Iowa Street. Reporting Party believes she hears someone inside. Officers were not able to locate any one and the residence checked OK.
- Officers were called to a residence on West 8th Street for a child outside calling for its mother. She was located in a vehicle and was charged with Operating While Intoxicated. Kids were taken to dad's for the night. Mom also charged with four counts a Child Endangerment. The Department of Human Services was notified.

#### **INVESTIGATIVE UNIT – Captain Michael E. Hayes**

- Investigator met with the County Attorney reference the Fatality Accident that occurred at Martin Brothers.
- Three Investigators / Public Safety Officers assisted with a Fire on the University of Northern Iowa Campus.
- One Investigator / Public Safety Officer was called back for a Fire at a residence on Union Road.
- Suspect was arrested in Kansas on a Warrant for a Burglary to a business in Cedar Falls that occurred on 01/20/19.

- Investigators assisted First Shift with a Sexual Assault that occurred in the central part of the City. The investigation into the incident continues.
- Investigator attended the Child Protection Center case review meeting.
- One Investigator attended Major Incident Response Team Training.
- Captain Hayes attended the Cedar Falls Schools Safety meeting.
- Investigator was called in to assist Second Shift with an investigation into a Car Theft that occurred earlier in the week.
- Investigators closed several cases due to leads being exhausted.
- School Resource Officer Ferguson talked with Street Smarts (Driver's Education) students about law enforcement issues and young drivers.

Case Information For Month:

- Cases Assigned: 12
- Cases Closed Inactive: 12
- Cases Closed Exceptional: 3
- Cases To County Attorney For Review: 2
- Cases Closed By Arrest/Warrant: 4

Cellbrite Extractions:

- On 04-16-19, examined an Apple cell phone for a Sexual Assault investigation.

School Resource Officer:

- School Resource Officer Ferguson gave three Sixth Grade Class Talks at Southdale Elementary School on the 'Dangers of Drugs'.
- School Resource Officer Ferguson arrested a juvenile for 5th Degree Theft. The Theft occurred at Holmes Jr. High.
- School Resource Officer Ferguson gave eight 'Internet Safety' Talks to Fourth, Fifth, and Sixth Grade classes at Hansen Elementary School throughout the month.
- School Resource Officer Ferguson worked with an out of state Sheriff's Department to contact a possible suspect in a Harassment. The suspect was contacted and told to leave the victim alone.
- School Resource Officer Ferguson met with administrator at Valley Lutheran about an on-going Harassment problem.
- School Resource Officer Ferguson spoke to four Eighth Grade classes at Peet Jr. High on 'Internet Safety'.
- School Resource Officer Ferguson presented an 'Internet Safety' class to a Sixth Grade class at Hansen Elementary School.
- School Resource Officer Ferguson took a report of Harassment from a student at Holmes Jr. High. He will conduct the follow-up.
- School Resource Officer Ferguson took a report of Harassment at Orchard Hill Elementary. He will conduct the follow-up.
- School Resource Officer Ferguson took a juvenile into custody for a Theft that occurred at Holmes Jr. High School.
- School Resource Officer Ferguson took a report of Harassment at Holmes Jr. High School. He will conduct the follow-up.
- School Resource Officer Ferguson took a report of Harassment at Peet Jr. High. School officials are conducting the follow-up on this.
- School Resource Officer Ferguson arrested an Eighth Grade student for Disorderly Conduct at Holmes Jr. High School. The charges stem from a student fighting.
- School Resource Officer Ferguson and Officer Barron read to Kindergarten students at North Cedar Elementary School.
- School Resource Officer Ferguson and Captain Hayes met with a counselor at Aldrich Elementary School reference going through the school reference safety—where students could run or hide.
- School Resource Officer Ferguson had a Talk with Fourth Grade students at Hansen School about bullying.
- School Resource Officer Ferguson gave two Talks on 'Bullying' to one class of Fourth Graders at Hansen Elementary School.
- School Resource Officer Ferguson and Officers Barron and Lechtenberg read to Kindergarten students at Lincoln Elementary School.

- School Resource Officer Ferguson and Officer Barron read to Kindergarteners at Saint Patrick's Elementary School.
- School Resource Officer Ferguson gave Talks on 'Internet Safety' to two Sixth Grade classes at Aldrich Elementary School.
- School Resource Officer Ferguson and Officer Barron read to Kindergartners at Southdale Elementary School.
- School Resource Officer Ferguson stood by at Holmes Jr. High School at the beginning of the school day because of an on-going Harassment issue between students.
- School Resource Officer Ferguson is investigating a Disorderly Conduct at the High School that occurred last week. Two students were involved in a fight. The investigation into the incident continues.

#### CSI Report:

- During the month of April, Officer Belz continued his Training Course on 'Examination and Comparison of Footwear Impression Evidence'.
- Officer Belz attended a multi-agency Crime Scene Training with the Waterloo Police Department and the Black Hawk County Sheriff's Office.

#### Calls Requested For Assistance:

- On 4/1/19 Officer Belz assisted First Shift Officers with processing an attempted Burglary to a building belonging to the Cedar Falls Parks Department.
- On 4/1/19 Officer Belz assisted Second Shift Officers with processing a Residential Burglary on Lincoln Street.
- On 4/16/19 Officer Belz assisted First Shift Officers and Detectives in processing an Assault scene on Washington Street.
- On 4/22/19 Officer Belz assisted Third Shift Officers with processing a Residential Garage Burglary on Winter Ridge Road.
- On 4/26/19 Officer Belz assisted First Shift Officers with photography at the scene of a Motor Vehicle Accident at Greenhill Road and South Main Street.

#### Crime Lab:

- Six items of physical evidence were processed in the Crime Lab.
- Nine items of evidence were taken to the State Crime Lab for processing.

#### Property Room

- Found property for 1st quarter 2019 was posted on the City website and Police Department Facebook page.
- The quarterly drug audit was completed for January through March 2019.
- The quarterly cash audit was completed for January through March 2019.
- The quarterly firearm audit was completed for January through March 2019.
- Sixteen items of found property from 2018 were destroyed.
- Nine items of property were released to their owners.
- One hundred forty pounds of prescription drugs brought in for destruction by citizens from October 2018 through April 2019 were incinerated.
- Counterfeit bills from seven closed cases in 2018 were sent to the Secret Service for destruction.

#### Evidence / Property:

- Evidence entered: 77
- Found property entered: 17
- Property held for safekeeping: 2
- Evidence tested for outside agencies: 0
- CD's entered by officers: 76
- Attorney video copies: 167
- Attorney requests (not video): 1

#### POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers attended the monthly training and meeting held at the Police Department on April 9th. They received training on the use of the tint meter and laws / ordinances associated with it. Reserves reviewed and discussed an Officer involved shooting that occurred during a dynamic incident in another state. Reserve Officers were also reminded of using caution while driving and

reviewed some incidents where the outcome would have been different had the officer used caution when driving.

- Reserve Officers Erickson and Kelley attended Module Training at Hawkeye Community College. They are working toward their required State Reserve Officer Certification. Both Reserve Officers also took Module Tests during the month of April.
- Reserve Officers Erickson and Kelley attended Rifle Training and Qualification with newly hired Public Safety Officers on 04/18/19.
- Reserve Officers Buck, Jaeger and Burg attended the annual ISROLA Conference from April 5th to the 7th in Bettendorf, Iowa. The Reserve Officers attended meetings and training on the topic of 'Human Trafficking'.
- Reserve Officers Burg, Cross and Jaeger assisted with the St. Patrick's Shamrock Shuffle 5K and the Drug Enforcement Agency 'Drug Take Back' on April 27th.
- Reserve Officer Bobby Wright resigned from the Reserve Unit on April 30th.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol with a variety of tasks during the month of April. Reserve officers patrolled areas of town with typically busy areas including College Hill and the Parkade. They also assisted with Calls for Service, Traffic Enforcement, Extra Attention to parks and other areas, and transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of April, the Reserve Unit logged a total of 14 hours of on-duty time and 158 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Bostwick	12
Buck	23.5
Burg	24.5
Cross	6
Erickson	24
Griffin	15.5
Jaeger	23.5
Kelley	25
Wright	4
<b>TOTAL</b>	<b>158</b>

**POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- National Crime Information Center (NCIC) Recertification Exams.
- Officers Abbott, Baltus, Bruggeman, Lenox, and Putney started training at the Iowa Law Enforcement Academy.
- Reserve Officers Buck, Burg, and Jaeger attended the Iowa State Reserve Law Officers Conference in Bettendorf, Iowa.
- Officer Burkhardt attended the Law Enforcement Labor Conference in Johnston, Iowa.
- Officers Mercado and Carman attended the 'Leading Without Rank' Training in Waterloo, Iowa.
- Officers Hancock attended the Radar/LIDAR Instructor School at ILEA.
- There was no Police In-Service Training in April.
- Officer's Van Horn and Manternach continued their Field Training on Patrol.

**POLICE RECORDS – Lieutenant Marty Beckner**

- Transmission of all TRACS based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

**POLICE STATISTICS:**

	<u>April 2019</u>	<u>Total 2019</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	1	2
Forcible Sodomy	0	0
Forcible Fondling	0	7
Robbery	0	0
Assault	14	52
Arson	1	4
Extortion / Blackmail	0	0
Burglary / B&E	5	24
Theft	29	125
Theft / Motor Vehicle	2	4
Counterfeit / Forgery	3	15
Fraud	5	26
Embezzlement	0	0
Stolen Property	0	1
Vandalism	8	42
Drug Offenses	10	60
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	0	1
Group B Crimes		
Theft by Check	2	5
Disorderly Conduct	6	21
Operating While Intoxicated	12	50
Public Intoxicated / Liquor Violations	12	55
Non-Violent Family Offense	0	4
Liquor Law Violation	0	1
Peeping Tom	0	0
Runaway	0	4
Trespassing	0	5
Other Offenses	10	42
Group A Total:	78	364
Group B Total:	42	187
Total Reported Crimes:	120	551
Traffic Accidents		
Fatality	0	1
Personal Injury	4	20
Property Damage	28	220
Total Reported Accidents	32	241
Driving Offenses		
Driving While Barred	1	7
Driving While Suspended / Revoked	3	10
Eluding / Peace Officer	0	0
Total Driving Offenses	4	17
Alcohol/Tobacco Violations	9	41
Calls For Service	1,517	6,052
Total Arrests	71	287

## **CEDAR FALLS FIRE RESCUE**

### **APRIL FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
  - Did one Smoke Detector Check / Installation.
- Station #1 (Green Shift):
  - Provided one Public Education activity.
- Station #1 (Red Shift):
  - Had one ride along observer.

### **FIRE ALTERNATIVE STAFF:**

- Part-time and POC Firefighters contributed 16.5 hours of Shift Duty in April.

### **FIRE INSPECTIONS – Battalion Chief Curt Hildebrand**

- April Rental Inspections: 64 (Shift Personnel assisted with all of the Inspections)
- April Re-Inspections: 3

### **FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- Fire Training In-Service consisted of Hose Testing.
- Target Solutions Training Material:
  - CAPCE – Understanding & Restraining Excited Delirium Patients.
  - NFPA 1001 – Fire Hose.
- A few remaining Public Safety Officers are continuing Testing and Training towards their Firefighter 1 (FF1) Certification.
- Captain Smith and Lieutenant McNamara attended the Decision Making for Initial Company Operations in Altoona, Iowa.
- Documents have been submitted for future Training.
- All three Shifts conducted walk-through tours of the University of Northern Iowa Power Plant. The tours were led by safety specialists and the power-plant manager.
- Public Safety Officer hiring applicants completed initial physical and written testing along with interviews.

### **FIRE RECORDS – Lieutenant Marty Beckner**

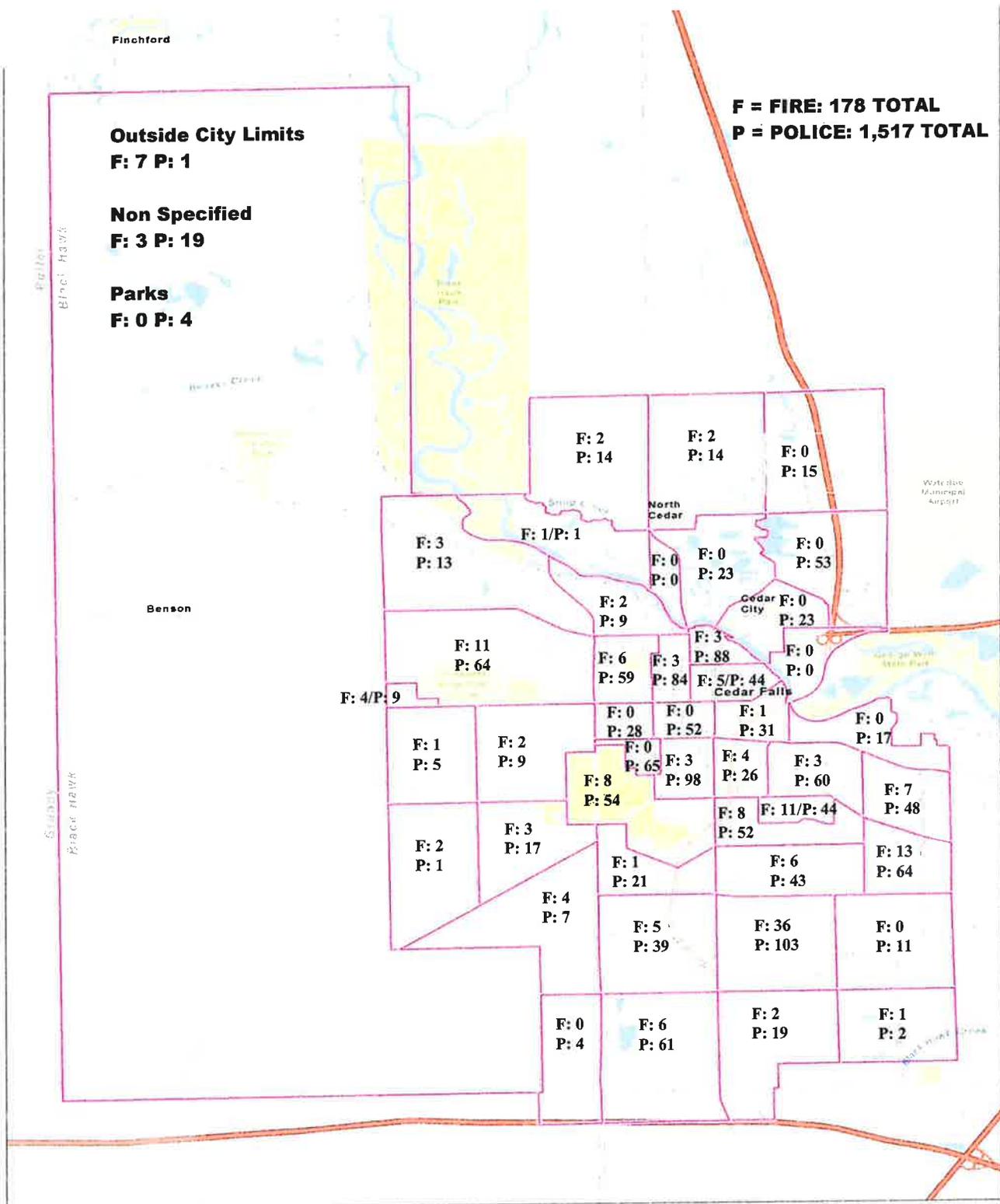
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday.
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

### **FIRE RESCUE CALLS FOR SERVICE**

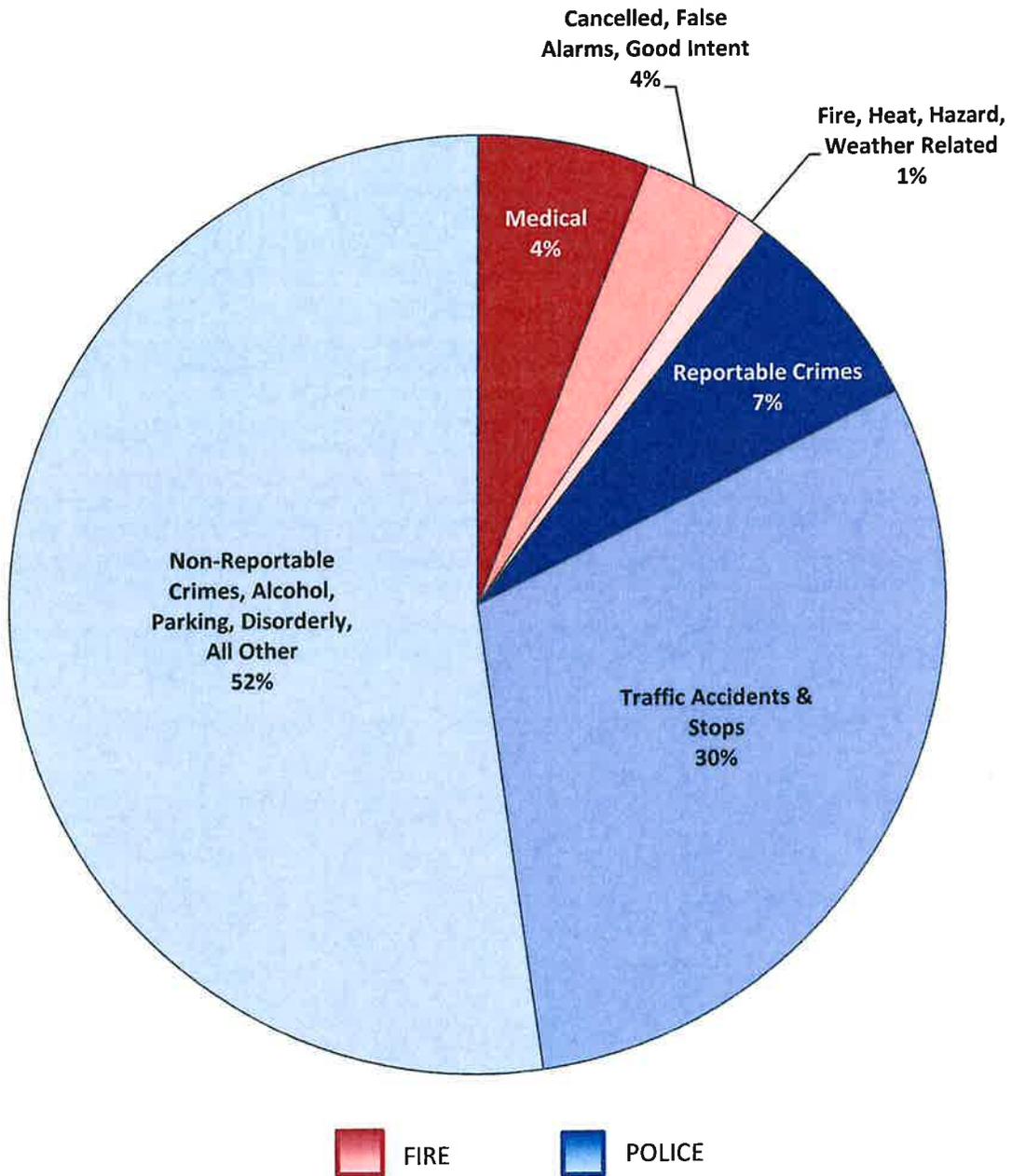
<b>Type of Incident (Monthly)</b>	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100								
Cancelled, False Alarms, Good Intent	48	114	51	59								
Fire, Heat, Hazard, Weather Related	10	17	17	19								
<b>Totals</b>	<b>159</b>	<b>185</b>	<b>160</b>	<b>178</b>								

<b>Type of Incident (per year)</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
<b>Totals</b>	<b>2,012</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207</b>	<b>2,481</b>	<b>2,337</b>	<b>1,794</b>

# Cedar Falls Public Safety Grid Map



## Cedar Falls Public Safety Experience Survey (April)





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** May 30, 2019  
**Re:** Special Event Related Requests

---

Police Operations has received the following special event related requests and recommends approval:

- a) Parking variances, College Hill Arts Festival, June 21-22, 2019.
- b) Street closures, Sturgis Falls Celebration, June 26-30, 2019.
- c) Parking variance, Teacher Festival, July 25, 2019.

May 28, 2019

Ms. Jacque Daniels  
e-mail to: [jacque.danielsen@cedarfalls.com](mailto:jacque.danielsen@cedarfalls.com)  
City Clerk/Department of Administrative Services  
220 Clay Street  
Cedar Falls, IA 50613

Approved  


Dear Jacque,

I am writing to request permission to cover selected parking signs in the College Hill area for the annual **College Hill Arts Festival**. The Festival in 2019 will occur on **Friday and Saturday June 21 and 22**. Working with the College Hill Partnership, we would like permission to begin covering the signs about 4:00 p.m. on Thursday night June 20<sup>th</sup> and leave them covered Friday June 21<sup>st</sup> and Saturday June 22<sup>nd</sup> until 5:00 p.m. at which time they would be removed.

I am specifically seeking authorization to cover:

1. The parking time limit signs
  - a) On College from 20<sup>th</sup> Street to 23<sup>rd</sup> Street
  - b) On 23<sup>rd</sup> Street from College to Merner
  - c) In the College Hill area parking lots
2. The signs that limit parking to one side of the street.
  - d) On Olive and Walnut from 22<sup>nd</sup> Street to 25<sup>th</sup> Street

I am asking you to forward this request to the Cedar Falls Police for their review and recommendations and then the Council for their formal approval. Please contact me (e-mail [swish601@gmail.com](mailto:swish601@gmail.com) or 319-404-0960) if you have questions about this request or if I need to make any other arrangements to receive these permissions.

Thank you for your attention to this request.

Sincerely,  
Doug Johnson,  
Co-Chair - College Hill Arts Festival

Cc(e-mail);  
Brian Beardsley, UNI Liaison [Bryan.Beardsley@uni.edu](mailto:Bryan.Beardsley@uni.edu)  
Chief Jeff Olson, C.F. Police [jeff.olson@cedarfalls.com](mailto:jeff.olson@cedarfalls.com)



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

**POLICE DEPARTMENT  
CITY OF CEDAR FALLS, IOWA**  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
319-273-8612 (Police 24 Hr.)  
319-273-8622 (Fire)  
FAX 319-268-5126  
www.cedarfalls.com

*Approved*  
*[Signature]*

**MEMORANDUM**

---

**To:** Mayor Brown and City Council Members  
**From:** Jeff Olson, Director of Public Safety Services  
**Date:** 5/30/19  
**Re:** Request for Street Closures & Notification of Cedar Falls Animal Control Ordinance , Sec 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc.

---

The Sturgis Falls Committee is requesting several streets to be closed for their annual celebration and parade. The street closures would begin at 5:00 p.m. on Wednesday, June 26 and continue through 11:30 p.m. on Sunday, June 30.

I am requesting that the City Council approve these requests with the understanding that the police department will coordinate with the Sturgis Falls Committee and any affected city departments about the exact date and times of these closures. Also, due to unforeseen circumstances such as bad weather, etc. it may be necessary for me to direct the closure of other city streets in order to ensure the safe flow of pedestrians.

Also, In reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc. The ordinance bans animals, with the exception of a certified police canine, rescue dog or tracking dog acting on behalf of a public safety agency in the performance of its duties, or engaged in approved training or a public demonstration of its skills; service dog; certified therapy dog, from all locations utilized by the Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc. This year's event begins Wednesday, June 26<sup>th</sup> at 5:00 p.m. and runs until Sunday, June 30<sup>th</sup> at 11:30 p.m.

If you have any questions or concerns, please feel free to contact me.

JO:cfs

Attachment



May 7, 2019

Jeff Olson Police Chief  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Dear Chief Olson:

Sturgis Falls Celebration is requesting the exclusive use of all city streets historically used by the Celebration for activities during June 26-30, 2019. Specific streets, dates, and times are as follows:

1. During the entire weekend (Wednesday at 5:00 p.m. through Sunday at 11:30 p.m.):
  - a. Franklin Street from First Street to Fourth Street
  - b. Clay Street from First Street to Fourth Street
  - c. Second Street from Washington Street to Franklin Street
  - d. Third Street from Washington Street to Franklin Street
2. During the Sturgis Falls Celebration parade (Saturday at 6:00 a.m. through Saturday at Noon):
  - a. The staging area as shown on the attached map
  - b. The parade route as shown on the attached map  
<http://sturgisfalls.org/maps/route.htm>
3. Merriam's Midway has moved to Gateway Park, no street closings needed.
4. The Arts and Crafts Fair streets in need of closing are listed above (1.a.,b.,c.,and d.).
5. Gateway Park pedestrian safety and car traffic control
  - a. We will continue with the plan used in 2018.

In case of unknown factors i.e. flooding, etc. we may have to request additional street closures.

Please notify us as soon as possible regarding your decision on the use of these areas during the Celebration. Thanks in advance.

Sincerely,

STURGIS FALLS CELEBRATION, INC.

**Jay Stoddard**

*President, Sturgis Falls Celebration*

*Cell Phone: 319-231-7701*

*E-Mail: jstodd2000@aol.com*

**Craig Berte**

---

**From:** Angie Sorrell <angie.sorrell@uni.edu>  
**Sent:** Monday, May 13, 2019 10:32 AM  
**To:** Craig Berte  
**Cc:** Jacque Danielsen; Jeff Olson; Doug Johnson  
**Subject:** Requesting parking waiver for Teacher Festival at UNI Bookstore July 25, 2019

**CAUTION:** This email originated outside the City of Cedar Falls email system.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Craig,

??

It???'s that time of year again! We are hosting our annual event for local educators. This year???'s event is Thursday, July 25, 2019, from 9:00am-2:00pm. We are requesting an extended parking time for the hours of the festival, both in front of the store on W. 23<sup>rd</sup> street and in the city lot on W. 22<sup>nd</sup> street. The details of the event are the same as last year, which I have described below. We again had 200+ teachers attend our event in 2018.

??

Every year we host a Teacher Festival at the end of July, giving our local teachers a chance to win prizes, meet manufacturer representatives, shop with a ??discount, and mingle with fellow teachers as they prepare for the next school year. We also do some giveaways, while supplies last, that draw teachers at the beginning of the day. There are no set hours for when a teacher can shop during the festival, but the event is scheduled from 9:00am-2:00pm, after which the manufacturer representatives are not available

??

Please let me know if you need anything further. I look forward to hearing from you on this matter.

??

Thank you,

??

Angie Sorrell  
General Merchandise Buyer

-----  
UNI Bookstore  
1009 W. 23rd Street  
Cedar Falls, IA?? 50613  
(319) 273-2665

??

*???'The privilege of a lifetime is being who you are.???'*

--Joseph Campbell

??

*Approved  
Waive parking time restrictions  
July 25 9am-2pm  
[Signature]*

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Bani's  
Physical Location Address 2128 College St City Cedar Falls ZIP IA 50613  
Mailing Address 2128 College St City Cedar Falls State IA ZIP 50613  
Business Phone Number 319-277-6666

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Cedar Star, Inc  
Mailing Address 2128 College St City Cedar Falls State IA ZIP 50613  
Phone Number 319-277-6666 Fax Number \_\_\_\_\_ Email wahidy786@yahoo.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) RIFFAT WAHIDY Name (please print) \_\_\_\_\_  
Signature Rwahidy Signature \_\_\_\_\_  
Date 05-27-19 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Fareway Stores, Inc. # 190  
Physical Location Address 4500 S Main St City CEDAR FALLS State IA ZIP 50613  
Mailing Address 4500 S Main St City CEDAR FALLS State IA ZIP 50613  
Business Phone Number 319 266-6576

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing Address PO Box 70 City Boone State IA ZIP 50036  
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Garrett S Piklapp Name (please print) \_\_\_\_\_  
Signature *Garrett S. Piklapp* Signature \_\_\_\_\_  
Date 5/16/19 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
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- New  Renewal

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- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Fareway Stores, Inc. # 974  
Physical Location Address 214 N. Magnolia Drive City CEDAR FALLS ZIP 50613  
Mailing Address 214 N. Magnolia Drive City CEDAR FALLS State IA ZIP 50613  
Business Phone Number 319 277-6858

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing Address PO Box 70 City Boone State IA ZIP 50036  
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Garrett S Piklapp Name (please print) \_\_\_\_\_  
Signature *Garrett S. Piklapp* Signature \_\_\_\_\_  
Date 5/16/19 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
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- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA Murphy USA # 6970  
Physical Location Address 518 Brandilyn Blvd. City Cedar Falls ZIP 50613  
Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731  
Business Phone Number 319-266-0473

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Murphy Oil USA, Inc.  
Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731  
Phone Number 870-875-7558 Fax Number 870-881-6821 Email Permits.Licensing@murphyusa.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) John A. Moore Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 05/01/2019 Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: 100.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** May 30, 2019  
**Re:** Beer/Liquor License Applications

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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) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- b) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- c) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
- d) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- e) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
- f) The Other Place, 2214 College Street, Class C liquor - renewal.
- g) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- h) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (June 15-16, 2019 & June 28-30, 2019)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 30, 2019  
**SUBJECT:** FY2020 Payroll Resolution

Please find attached the following items that cover the period from June 29, 2019 to June 26, 2020:

- FY2020 Payroll Resolution
- FY2020 Pay Plan and Pay Grade Schedules
- FY2020 Workshop/Session/Event Pay Plan
- The pay schedules for the three union groups

The payroll resolution implements the 3% across the board increase for the third year of the 5-year contract as negotiated with the Parks/Public Works Union, the Police union, and the Fire Union. You may recall that the third-year increase is based on the average of the CPI over the past 12 months + .75%, but no less than 2% and no more than 3%. Therefore, the union wage increase is 3% based on the CPI calculation.

The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the three bargaining groups, each employee's performance evaluation, and their respective pay band classification. The resolution also authorizes the pay for the PSO and Paid-On-Call (POC's) not covered under union contract.

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

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Ron Gaines	City Administrator Longevity		87.780 0.260
Shane Graham	Economic Development Coordinator Longevity, December 21, 2019	412	37.695 0.087
Amanda Huisman	Communication Specialist	409	32.212

**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS****ADMINISTRATION DIVISION**

Jennifer Rodenbeck	Director of Finance & Business Operations Longevity	420	77.168 0.433
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**FINANCIAL SERVICES DIVISION**

Heidi Andersen	Financial Clerk (Part-Time)	306	18.715
Brenda Balvanz	Personnel Specialist Longevity Longevity, September 22, 2019	309	F 41.268 0.375 0.433
Patricia Freese	Financial Clerk (Part-Time)	306	18.882
Katherine Kelly	Payroll/HR Technician Longevity Longevity, May 13, 2020	307	21.117 0.087 0.144
Paul Kockler	Accountant	409	32.500
Andrea Ludwig	Financial Clerk Longevity	306	19.463 0.087
Cathy Niebergall	Financial Technician (Part-Time)	308	29.561
Lisa Roeding	Controller/City Treasurer Longevity Longevity, March 1, 2020	414	45.298 0.260 0.317

**PUBLIC RECORDS DIVISION**

Laura Aukstolis	Administrative Assistant (Part-Time)	305	16.610
Marcie Breitbach	Administrative Assistant Longevity, April 1, 2020	305	18.694 0.087
Robyn Cusmano	Administrative Assistant (Part-Time)	305	16.610
Jacqueline Danielsen	City Clerk Longevity Longevity, December 27, 2019	413	42.381 0.548 0.606

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Amy Eggleston	Administrative Assistant	305	17.593
Courtney Fisher	Administrative Assistant (Part-Time)	305	18.105
Joanne Goodrich	Administrative Assistant Longevity	305	22.527 0.317
Karen Kuba	Administrative Assistant	305	16.926
Lisa Reiter	Administrative Assistant Longevity	305	22.578 0.144
Mandy Thurm	Administrative Supervisor Longevity	409	26.056 0.144
<b><u>INFORMATION SYSTEMS DIVISION</u></b>			
Scott Ameling	Information Systems Technician I	306	19.000
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity	412	38.777 0.260
Shelby Gappa	Production Assistant II (Part-Time)	016	13.000
Cory Hines	GIS Analyst Longevity, December 9, 2019	411	35.050 0.087
Dan Jaeger	Information Systems Technician II Longevity	308	POC 29.079 0.260
Kim Kerr	Administrative Assistant - Lead Longevity	306	22.374 0.202
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	20.956
Michael Mennan	Video Production Specialist	308	24.520
Jeremy Ott	Video Production Supervisor Longevity	311	30.590 0.087
Julia Sorensen	Information Systems Manager	415	44.180
Pat Williams	Network Administrator Longevity Longevity, April 16, 2020	411	41.379 0.317 0.375
<b><u>LEGAL SERVICES DIVISION</u></b>			
Kevin Rogers	City Attorney	419	69.045
Colleen Sole	Personnel Specialist Longevity Longevity, July 12, 2019	309	34.686 0.202 0.260

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
<b><u>PARKING</u></b>			
Jillane Conradi	PT - Parking Meter Attendant	PT-1 H	18.670
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	18.670
<b><u>LIBRARY</u></b>			
Jessica Bamford-Love	Library Assistant Longevity, September 13, 2019	305	17.076 0.087
William Boelts	Library Assistant (Part-Time)	305	16.740
Jennifer Brannan	Intern I (Part-Time)	011	8.692
Lexi Byrnes	Intern I (Part-Time)	011	8.692
Ayoko Condon	Shelver (Part-Time)	010	7.622
Timothy Daniels	Library Administrative Assistant	306	17.620
Bryony Diaz	Library Assistant (Part-Time)	305	17.101
Aimee Erne	Library Page (Part-Time)	301	10.270
Dawn Groskurth	Library Page (Part-Time)	301	10.526
Nancy Hasenwinkel	Library Assistant (Part-Time)	305	16.740
Rebecca Hosford	Youth Services Senior Librarian	412	31.250
Neal Jacobs	Library Assistant (Part-Time)	305	20.009
Mary Kabel	Library Education Coordinator (Part-Time)	308	26.224
Nona Kanago	Library Page (Part-Time)	301	11.375
David Keiser	Library Page (Part-Time)	301	9.917
Robert LaFountain	Facility Assistant (Part-Time)	013	9.377
Rena Loomis	Library Assistant Longevity	305	23.048 0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	16.564
Dan Meier	Library Assistant Longevity Longevity, October 7, 2019	305	21.388 0.087 0.144
Cecilia Mitchell	Intern I (Part-Time)	011	8.692

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Katherine Nedwick	Library Assistant (Part-Time)	305	17.281
Laura Pagel	Library Assistant Longevity, April 4, 2020	305	17.281 0.087
Ambri Refer	Librarian (Part Time)	409	25.116
Mary Kaye Roberts	Library Assistant Longevity	305	17.101 0.087
Kelly Stern	Library Director Longevity Longevity, May 17, 2020	417	45.673 0.144 0.202
Amy Stuenkel	Senior Librarian Longevity	412	35.211 0.087
Tiana Taylor	Library Assistant (Part-Time)	305	15.980
Erin Gitchell Thompson	Technology Librarian	409	26.204
Julie Tilton	Librarian (Part-Time)	409	25.388
Michael Welch	Librarian (Part Time)	409	25.116
Julia Wehr	Library Assistant (Part-Time)	305	16.918
Miranda Wheeler	Intern I (Part-Time)	011	8.692
Debra Wilkinson	Library Assistant Longevity	305	21.234 0.606

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**ADMINISTRATION DIVISION**

Stephanie Houk Sheetz	Director of Community Development Longevity	420	62.955 0.087
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**PLANNING & COMMUNITY SERVICES DIVISION**

Lisa Ahern	Planner I	307	29.966
Karen Howard	Planning & Comm Serv. Manager	415	49.116
Iris Lehmann	Planner II Longevity	410	32.263 0.087
David Sturch	Planner III Longevity Longevity, April 6, 2020	412	43.024 0.375 0.433

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
<b><u>INSPECTION SERVICES DIVISION</u></b>			
Jamie Castle	Inspection Services Mgr.	414	39.974
John Henderson	Inspector	309	34.083
	Longevity		0.144
	Longevity, August 10, 2019		0.202
Jason Mai	Inspector	309	27.588
Gregory Rekward	Code Enforcement Officer	307	23.000
Mark Sturm	Inspector	309	35.088
	Longevity		0.202
Joel Wardell	Inspector	309	26.533
Benjamin Wilkens	Inspector	309	32.424
	Longevity		0.144
Craig Witry	Inspection Services Mgr.	414	53.670
	Longevity		0.433
	Longevity, February 6, 2020		0.490
<b><u>V&amp;T/CULTURAL SERVICES DIVISION</u></b>			
Bonita Cunningham	Office Assistant (Part-Time)	304	14.873
Emily Drennen	Hearst Coordinator (Part-Time)	308	26.902
Travis Gingerich	Hearst Lab Technician (Part-Time)	015	10.831
Abby Haigh	Office Assistant (Part-Time)	304	15.702
Angela Hickok	Education Coordinator (Part-Time)	308	23.008
Maggie Hines	Hearst Assistant (Part-Time)	013	9.635
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	20.930
Debra Lewis	Office Assistant (Part-Time)	304	15.380
Kimberly Manning	Visitors & Tourism/Cultural Programs Manager	413	47.868
	Longevity		0.317
Linda Maughan	Office Assistant (Part-Time)	304	15.534
Heather Skeens	Cultural Programs Supervisor	411	29.925
Lea Stewart	Sr. Service Coordinator (Part-Time)	305	18.412
Ana Verastegui	Office Assistant (Part-Time)	304	15.380

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Rebekah Wagner	V&T Coordinator (Part-Time)	307	21.156
<b><u>RECREATION &amp; MUNICIPAL PROGRAMS DIVISION</u></b>			
Christine Anderson	Recreation Program Coordinator (Part-Time)	309	27.578
Peggee Frost	Administrative Assistant - Lead Longevity Longevity, May 14, 2020	306	24.434 0.317 0.375
Brock Goos	Recreation Program Supervisor Longevity Longevity, January 14, 2020	411	38.055 0.375 0.433
Chris Schoentag	Recreation Program Supervisor Longevity Longevity, December 7, 2019	411	30.544 0.317 0.375
Bruce Verink	Recreation & Community Programs Manager Longevity	413	M 53.669 0.663
Megan Wilmot	Fitness Coordinator (Part-Time)	409	26.855
<b><u>DEPARTMENT OF PUBLIC WORKS</u></b>			
<b><u>ADMINISTRATION DIVISION</u></b>			
Mark Ripplinger	Director of Public Works Longevity	420	67.308 0.548
Julia Donahue	Administrative Assistant (Part-Time)	305	23.186
Brian Heath	Public Works & Parks Manager Longevity	415	59.387 0.663
Jane Tangen	Administrative Assistant Longevity	305	25.949 0.663
<b><u>ENGINEERING DIVISION</u></b>			
Brett Armstrong	Civil Engineer I	410	26.442
Darwin Bentley	Engineering Technician II Longevity	309	33.740 0.663
Benjamin Claypool	Civil Engineer II	411	29.808
Nicholas Erickson	Engineering Technician II Longevity, June 13, 2020	309	POC 27.363 0.087

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Brad Foulk	Engineering Technician II	309	25.411
J. Cody Hager	Engineering Technician II Longevity	309	34.385 0.260
Jeffrey Helland	Land Surveyor	411	37.818
Kevin Niebuhr	Engineering Technician II Longevity	309	31.777 0.663
Terra Ray	Engineering Technician II Longevity Longevity, November 16, 2019	309	32.038 0.144 0.202
Chase Schrage	Principal Engineer Longevity Longevity, January 2, 2020	413	39.467 0.087 0.144
Matthew Tolan	Civil Engineer II	411	32.691
<b><u>CEMETERY SECTION</u></b>			
Jeremiah Hook	Equipment Operator	17 H	27.387
Trevor Johnson	Laborer (Part-Time) May 16, 2020	8 D 8 E	16.082 16.564
Brett Morris	Public Works & Parks Supervisor	411	29.925
<b><u>PARK SECTION</u></b>			
Kim Armstrong	Laborer (Part-Time) March 27, 2020	8 D 8 E	16.082 16.564
Robert Conrad	Laborer (Part-Time) June 24, 2020	8 F 8 G	17.059 17.572
Kevin Cross	Public Works & Parks Supervisor Longevity	411	POC 40.650 0.202
Devon Dyer	Laborer (Part-Time) September 6, 2019	8 C 8 D	15.611 16.082
Cameron Frederick	Laborer (Part-Time) July 9, 2019	8 B 8 C	15.156 15.611
Greg Miller	Laborer (Part-Time)	8 H	18.281
Ryan Rieger	Arborist	308	26.860
Harold Runkle	Senior Groundskeeper Longevity	17 H	27.387 0.663

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020 NAME	POSITION	BAND	HOURLY
Joel Sires	Laborer (Part-Time)	8 C	15.611
	April 2, 2020	8 D	16.082
Tobias Sires	Laborer (Part-Time)	8 A	14.708
	October 22, 2019	8 B	15.156
	April 22, 2020	8 C	15.611
<b><u>BUILDING MAINTENANCE SECTION</u></b>			
Matthew Buck	Bldg. Maintenance Supervisor Longevity	411	POC 35.404 0.144
<b><u>REFUSE OPERATIONS SECTION</u></b>			
Jeff Bass	Maintenance Worker (Part-Time)	15 B	20.755
	October 8, 2019	15 C	21.381
Christopher Blohn	Maintenance Worker	15 E	22.673
	May 23, 2020	15 F	23.360
Stephanie Camargo	Maintenance Worker (Part-Time)	15 A	20.150
	September 18, 2019	15 B	20.755
	March 18, 2020	15 C	21.381
Richard Christensen	Maintenance Worker (Part-Time)	15 B	20.755
	October 8, 2019	15 C	21.381
Lisa Conrad	Maintenance Worker (Part-Time)	15 B	20.755
	October 8, 2019	15 C	21.381
Chris Finke	Maintenance Worker	15 G	24.061
	October 7, 2019	15 H	25.032
Darwin Fleshner	Maintenance Worker (Part-Time)	15 B	20.755
	October 8, 2019	15 C	21.381
Scott Goodenbour	Maintenance Worker	15 H	25.032
Robert Martin	Maintenance Worker (Part-Time)	15 B	20.755
	December 26, 2019	15 C	21.381
Mike Ravn	Maintenance Worker (Part-Time)	15 B	20.755
	October 8, 2019	15 C	21.381
Brett Riley	Maintenance Worker (Part-Time)	15 A	20.150
	September 18, 2019	15 B	20.755
	March 18, 2020	15 C	21.381
Doyle Smith	Public Works & Parks Supervisor Longevity	411	34.825 0.375

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Kevin Tegtmeier	Maintenance Worker Longevity	15 H	25.032 0.663
Roy Trenkamp	Maintenance Worker	15 H	25.032
<b><u>WATER RECLAMATION DIVISION</u></b>			
Ryan Bonjour	Maintenance Worker	15 H	25.032
Tyler Griffin	Water Reclamation Supervisor Longevity Longevity, March 10, 2020	411	POC 35.125 0.144 0.202
John Koch	Waste Water Operator I April 22, 2020	16 F 16 G	24.436 25.166
Keith Lewis	Waste Water Operator I	16 H	26.182
Jeremy Northrup	Waste Water Operator I	16 H	26.182
Michael Nyman	Water Reclamation Manager Longevity	414	POC 43.848 0.548
Chris Robinson	Equipment Mechanic	18 H	28.639
Rodney Smith	Waste Water Operator II Longevity	18 H	28.639 0.548
Danny Surratt	Waste Water Operator I Longevity	16 H	26.182 0.606
Kelly Tegtmeier	Maintenance Worker Longevity	15 H	25.032 0.663
Ted Timson	Maintenance Worker July 7, 2019	15 F 15 G	23.360 24.061
Patricia Tometich	Laboratory Technician May 23, 2020	18 E 18 F	25.952 26.735
<b><u>SANITARY SEWER SECTION</u></b>			
Larry Camarata	Maintenance Worker	15 H	25.032
Josh Timmerman	Equipment Operator	17 H	27.387
<b><u>STREET CONSTRUCTION SECTION</u></b>			
Adam Burg	Equipment Operator April 8, 2020	17 F 17 G	POC 25.558 26.330
Virgil Butterfield	Maintenance Worker (Part-Time)	15 G	24.061

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020 NAME	POSITION	BAND	HOURLY
Jacob Clark	Maintenance Worker October 1, 2019	15 B 15 C	20.755 21.381
Jason Clay	Maintenance Worker October 15, 2019 April 15, 2020	15 A 15 B 15 C	20.150 20.755 21.381
Scott Crawford	Maintenance Worker October 11, 2019	15 D 15 E	22.018 22.673
James Dietz	Maintenance Worker August 31, 2019	15 E 15 F	22.673 23.360
Dennis Douglas	Equipment Operator	17 H	27.387
Rick Ehmen	Maintenance Worker	15 H	25.032
Royce Eiklenborg	Maintenance Worker	15 H	25.032
Mark Forrester	Equipment Operator Longevity	17 H	27.387 0.663
Kathy Gaede	Maintenance Worker (Part-Time) February 13, 2020	15 C 15 D	21.381 22.018
Thomas Hallman	Equipment Operator	17 H	27.387
Robert Henry, Jr.	Maintenance Worker	15 H	25.032
Andrew Hoyer	Equipment Operator July 21, 2020	17 B 17 C	22.707 23.385
Cody Kayser	Equipment Operator July 18, 2019	17 D 17 E	24.089 24.818
Ken Lewis	Maintenance Worker	15 H	25.032
Mike Soppe	Public Works & Parks Supervisor Longevity Longevity, July 14, 2019	411	30.226 0.260 0.317
Travis Schlamp	Equipment Operator	17 H	27.387
Joe Tegtmeier	Maintenance Worker June 30, 2019	15 F 15 G	23.360 24.061
Jason Yearous	Public Works & Parks Supervisor	411	29.487
Carl Yokem	Maintenance Worker	15 H	25.032

**TRAFFIC OPERATIONS SECTION**

Brian Graham	Maintenance Worker	15 H	POC	25.032
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**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Matthew Lukehart	Traffic Operations Supervisor	411	30.685
Shannon Willett	Maintenance Worker	15 B	20.755
	August 28, 2019	15 C	21.381
<b><u>VEHICLE MAINTENANCE SECTION</u></b>			
Derek Gearhart	Equipment Mechanic	18 C	24.464
	April 30, 2020	18 D	25.203
Karl Kramer	Asst. Equipment Mechanic (Part-Time)	10 A	16.094
	November 15, 2019	10 B	16.578
	May 15, 2020	10 C	17.075
Andrew Lee	Asst. Equipment Mechanic (Part-Time)	10 C	17.075
	April 1, 2020	10 D	17.587
Dustin Rawdon	Fleet Maintenance Supervisor	411	36.183
	Longevity		0.202
Robert Richardson	Equipment Mechanic	18 H	28.639
Brian Steinlage	Equipment Mechanic	18 H	28.639
<b><u>PUBLIC SAFETY SERVICES DEPARTMENT</u></b>			
<b><u>FIRE DIVISION</u></b>			
John Bostwick	Asst. Director of Public Safety Serv./Fire Chief	416	59.414
	Longevity		0.663
Derek Brown	Fire Captain	411	40.353
	Longevity		0.375
Michael Buhrow	Fire Captain	411	40.174
	Longevity		0.663
Chris Copp	Public Safety Officer	PSO-2-VII	35.833
	August 26, 2019	PSO-2-VIII	36.728
	Longevity		0.202
Scott Dix	Firefighter	F1 F	30.554
	Longevity		0.433
	Longevity, January 9, 2020		0.490
Jason Dolf	Firefighter (Part-Time)	F-1 P-D	15.063
	August 2, 2019	F-1 P-E	16.427
Kurt Eichelberger	Firefighter	F1 E	30.251
	Longevity		0.260

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Curtis Hildebrand	Battalion Chief Longevity	413	41.971 0.375
Jack Johnson	Firefighter Longevity Longevity, July 18, 2019	F1 F	30.554 0.433 0.490
Shawn Koenen	Firefighter Longevity	F1 F	30.554 0.317
Matt Krueger	Public Safety Officer August 26, 2019 Longevity	PSO-2-VII PSO-2-VIII	35.833 36.728 0.202
Zachary Ladage	Public Safety Officer March 20, 2020 Longevity	PSO-2-VIII PSO-2-IX	36.728 37.741 0.202
Shea McNamara	Public Safety Supervisor-Lieutenant Longevity Longevity, January 2, 2020	412 PSO	42.001 0.087 0.144
Troy Purdy	Firefighter Longevity	F1 F	30.554 0.375
Casey Schares	Firefighter Longevity Longevity, July 18, 2019	F1 F	30.554 0.433 0.490
Rick Schmidt	Battalion Chief Longevity	413	41.639 0.375
Kurt Schreiber	Police Lieutenant Longevity	412 PSO	45.399 0.433
Samual Shafer	Public Safety Officer October 6, 2019 Longevity	PSO-2-VIII PSO-2-IX	36.728 37.741 0.202
Rick Sharp	Firefighter Longevity Longevity, July 18, 2019	F1 F	30.554 0.433 0.490
Brad Sherwood	Fire Captain Longevity	411	35.613 0.317
Ryan Siems	Firefighter Longevity	F1 E	30.251 0.144
Timothy Smith	Public Safety Supervisor-Captain Longevity	414 PSO	52.029 0.260

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Roger Stensland	Battalion Chief Longevity Longevity, July 1, 2019	413	42.744 0.490 0.548
Todd Taylor	Firefighter Longevity Longevity, January 15, 2020	F1 E	30.251 0.202 0.260
Bobby Wright	Fire Captain Longevity	411	38.517 0.375
John Zolondek	Public Safety Supervisor-Lieutenant Longevity	412	PSO 42.001 0.202
<b><u>POLICE DIVISION</u></b>			
Jeffrey Olson	Director of Public Safety Services/Police Chief Longevity Longevity, February 3, 2020	420	75.452 0.606 0.663
Marissa Abbott	Public Safety Officer January 2, 2020	PSO-2-I PSO-2-II	28.970 31.982
Jesse Aitchison	Community Service Officer I (Part-Time)	012	9.354
Thomas Baltes	Public Safety Officer January 3, 2020	PSO-2-I PSO-2-II	28.970 31.982
Carson Barron	Public Safety Officer Longevity, April 11, 2020	PSO-2-III	32.625 0.087
Dixie Beard	Crossing Guard (Part-Time)	PT-2	15.179
Martin Beckner	Public Safety Supervisor-Lieutenant Longevity Longevity, January 15, 2020	412	PSO 47.522 0.317 0.375
Ryan Bellis	Police Officer Longevity	P2-IX	33.848 0.317
Matthew Belz	Police Officer Longevity Longevity, August 7, 2019	P2-IX	33.848 0.202 0.260
Craig Berte	Asst. Director of Public Safety Serv./Asst. Police Chief Longevity	416	59.272 0.548
Michael Briggs	Police Officer Longevity	P2-IX	33.848 0.548
Daniel Brown	Police Lieutenant Longevity	412	42.840 0.663

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>	
Kaleb Bruggeman	Public Safety Officer	PSO-2-I	28.970	
	January 2, 2020	PSO-2-II	31.982	
Katie Burkhardt	Public Safety Officer	PSO-2-IX	37.741	
	Longevity		0.260	
Gavin Carman	Public Safety Officer	PSO-2-VII	35.833	
	August 26, 2019	PSO-2-VIII	36.728	
	Longevity		0.202	
Madison Cornwell	Community Service Officer I (Part-Time)	012	9.968	
Jovan Creighton	Public Safety Officer	PSO-2-IV	33.278	
	February 18, 2020	PSO-2-V	33.946	
	Longevity		0.087	
	Longevity, February 18, 2020		0.144	
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	15.179	
Cedric Danilson	Public Safety Officer	PSO-2-II	31.982	
	April 23, 2020	PSO-2-III	32.625	
Dusanka Devic	Public Safety Officer	PSO-2-III	32.625	
Scott Dougan, Jr.	Public Safety Officer	PSO-2-II	31.982	
	October 22, 2019	PSO-2-III	32.625	
Clinton Ferguson	Public Safety Officer	PSO-2-III	32.625	
Steve Ferguson	Crossing Guard (Part-Time)	PT-2	15.179	
Thomas Fey	Public Safety Officer	PSO-2-III	32.625	
Christina Flores-Henriquez	Community Service Officer I (Part-Time)	012	9.635	
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	15.179	
Joshua Getz	Community Service Officer I (Part-Time)	012	9.354	
Jonathan Gerzema	Public Safety Officer	PSO-2-V	33.946	
	Longevity		0.144	
Kathy Gill	Computer Operator - Police	C1-H	25.990	
	Longevity		0.317	
	Longevity, January 23, 2020		0.375	
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	15.179	
Michael Haislet	Police Lieutenant	412	PSO	
	Longevity			40.505
	Longevity, January 15, 2020			0.317
			0.375	

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Gene Haller	Crossing Guard (Part-Time)	PT-2	15.179
Adam Hancock	Public Safety Officer January 30, 2020	PSO-2-II PSO-2-III	31.982 32.625
Jeff Harrenstein	Police Captain Longevity	414	49.260 0.548
Michael Hayes	Police Captain Longevity	414	51.442 0.606
Kevin Hernandez	Public Safety Officer	PSO-2-III	32.625
Brooke Heuer	Public Safety Supervisor-Lieutenant Longevity Longevity, December 4, 2019	412	PSO 48.676 0.317 0.375
Morgan Hoeft	Community Service Officer I (Part-Time) October 17, 2019	012 012	9.104 9.354
Hannah Hoffa	Public Safety Officer January 3, 2020	PSO-2-I PSO-2-II	28.970 31.982
Mark Howard	Public Safety Supervisor-Captain Longevity Longevity, January 8, 2020	414	PSO 53.394 0.202 0.260
Brian Johannsen	Public Safety Officer August 29, 2019 Longevity	PSO-2-VII PSO-2-VIII	35.833 36.728 0.202
Brennan Kohls	Community Service Officer I (Part-Time)	012	9.899
Austin Lechtenberg	Public Safety Officer October 22, 2019	PSO-2-II PSO-2-III	31.982 32.625
Robert Lee	Crossing Guard (Part-Time)	PT-2	15.179
Tyler Lenox	Public Safety Officer January 3, 2020	PSO-2-I PSO-2-II	28.970 31.982
Branden Madsen	Public Safety Officer August 21, 2019	PSO-2-II PSO-2-III	31.982 32.625
Kyle Manternach	Public Safety Officer January 2, 2020	PSO-2-II PSO-2-III	31.982 32.625
Michael Marcotte	Public Safety Officer	PSO-2-III	32.625
Javier Mercado	Public Safety Officer Longevity Longevity, January 7, 2020	PSO-2-V	33.946 0.087 0.144

**PAYROLL RESOLUTION FY 2020**

June 29, 2019 - June 26, 2020

FY2020

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>	
Collin Monroe	Community Service Officer I (Part-Time)	012	9.104	
	August 9, 2019	012	9.354	
Stephanie Moore	Public Safety Officer	PSO-2-IX	37.741	
	Longevity		0.260	
	Longevity, January 2, 2020		0.317	
Brooke Neymeyer	Public Safety Officer	PSO-2-II	31.982	
	August 21, 2019	PSO-2-III	32.625	
Dennis O'Neill	Public Safety Supervisor-Lieutenant	412	PSO	48.323
	Longevity			0.375
Nicholas Puls	Police Officer	P2-IX	33.848	
	Longevity		0.260	
Tyler Putney	Public Safety Officer	PSO-2-I	28.970	
	January 3, 2020	PSO-2-II	31.982	
Kari Rea	Public Safety Supervisor-Lieutenant	412	PSO	41.603
	Longevity			0.317
Liesel Alexandria Reimers	Public Safety Officer	PSO-2-II	31.982	
	April 23, 2020	PSO-2-III	32.625	
Preston Russell	Public Safety Officer	PSO-2-II	31.982	
	October 30, 2019	PSO-2-III	32.625	
Dominic Schmalz	Community Service Officer I (Part-Time)	012	9.635	
Jeffrey Schultz	Public Safety Officer	PSO-2-III	32.625	
Kendall Schwan	Public Safety Officer	PSO-2-III	32.625	
Jeffrey Sitzmann	Police Captain	414	49.244	
	Longevity		0.433	
Kaylee Stevenson	Community Service Officer I (Part-Time)	012	9.635	
Tami Taber	Office Assistant (Part-Time)	304	15.524	
Eric VanHorn	Public Safety Officer	PSO-2-II	31.982	
	January 2, 2020	PSO-2-III	32.625	
Kelli Yates	Public Safety Supervisor-Lieutenant	412	PSO	48.124
	Longevity			0.317
Nolan Young	Public Safety Officer	PSO-2-II	31.982	
	January 29, 2020	PSO-2-III	32.625	

F- Frozen Pay  
M - Maximum pay  
POC - Paid-On-Call  
PSO - Public Safety Officer

**CITY OF CEDAR FALLS, IOWA  
SPECIAL PURPOSE & SEASONAL SALARY SCHEDULE  
EFFECTIVE JUNE 29, 2019**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Concession Stand Attendant Garden Assistant Intern I Library Shelver Recreation Division Aid Swimming Lesson Aid	NE	010	7.400	10.100
Swimming Pool Maintenance	NE	011	8.827	10.900
Community Service Officer I Life Guards Swimming Instructors	NE	012	9.104	11.900
Ballfield Maintenance Child Care Coaches Counselors Facility Assistant Head Life Guard Head Swimming Instructor Rec Center Receptionist V & T/Hearst Assistant	NE	013	9.327	12.900
Laborer Office Assistant Swimming Pool Assistant Manager	NE	014	9.766	13.900
Community Service Officer II Hearst Lab Technician Hearst Program Assistant Hearst Special Purpose Intern II Library Special Purpose Recreation Program Coordinator I Swimming Pool Manager	NE	015	10.235	15.000
Production Assistant I	NE	016	11.003	16.100
Intern III Production Assistant II Recreation Program Coordinator II	NE	017	11.774	17.350

**CITY OF CEDAR FALLS, IOWA  
NON-EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 29, 2019**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Library Page	NE	301	9.297	15.109
	NE	302	11.542	18.747
	NE	303	13.776	22.386
Office Assistant	NE	304	14.873	24.170
Administrative Assistant Library Assistant Senior Services Coordinator	NE	305	15.980	25.974
Administrative Assistant - Lead Administrative Assistant - Library Financial Clerk Information Systems Technician I	NE	306	17.620	28.639
Code Enforcement Officer Engineering Technician I Graphic Designer Payroll/HR Technician Planner I Program Coordinator V & T Coordinator	NE	307	19.824	32.216
Arborist Education Coordinator Financial Technician Hearst Coordinator Information Systems Technician II Video Production Specialist	NE	308	22.027	35.793
Engineering Technician II Inspector Personnel Specialist Rec Program Specialist Storm Water Specialist	NE	309	24.231	39.381

**CITY OF CEDAR FALLS, IOWA  
NON-EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 29, 2019**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Video Production Supervisor	NE	310	26.425	42.937
	NE	311	28.628	46.515
	NE	312	30.832	50.102
	NE	313	33.026	53.669
	NE	314	35.240	57.257
	NE	315	37.423	60.813
	NE	316	39.627	64.401
	NE	317	42.927	69.762
	NE	318	47.335	76.916
	NE	319	51.722	84.050
	NE	320	56.191	91.317

**CITY OF CEDAR FALLS, IOWA  
EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 29, 2019**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
	E	401	9.297	15.109
	E	402	11.542	18.747
	E	403	13.776	22.386
	E	404	14.873	24.170
	E	405	15.980	25.974
	E	406	17.620	28.639
	E	407	19.824	32.216
	E	408	22.027	35.793
Accountant Administrative Supervisor Commications Specialist Fitness Coordinator Librarian Technology Librarian	E	409	24.231	39.381
Civil Engineer I Planner II	E	410	26.425	42.937
Building Maintenance Supervisor Civil Engineer II Cultural Programs Supervisor Fire Captain Fleet Maintenance Supervisor GIS Analyst Land Surveyor Network Administrator Public Works & Parks Supervisor Recreation Programs Supervisor Traffic Operations Supervisor Water Reclamation Supervisor	E	411	28.628	46.515

**CITY OF CEDAR FALLS, IOWA  
EXEMPT SALARY SCHEDULE  
EFFECTIVE JUNE 29, 2019**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE	
			MIN.	MAX.
Cable TV & Telecommunications Supervisor Economic Development Coordinator Planner III Police Lieutenant Police Lieutenant - PSO Public Safety Supervisor - Lieutenant Senior Librarian	E	412	30.832	50.102
City Clerk Fire Battalion Chief Principal Engineer Recreation & Community Programs Manager V & T/Cultural Manager	E	413	33.026	53.669
Controller/City Treasurer Inspection Services Manager Police Captain Public Safety Supervisor - Captain Water Reclamation Manager	E	414	35.240	57.257
Information Systems Manager Planning & Community Services Manager Public Works & Parks Manager	E	415	37.423	60.813
Asst Public Safety Director/Asst Chief - Police Asst Public Safety Director/Chief - Fire	E	416	39.627	64.401
City Engineer Library Director	E	417	42.927	69.762
	E	418	47.335	76.916
City Attorney	E	419	51.722	84.050
Director of Community Development Director of Finance & Business Operations Director of Public Safety Services Director of Public Works	E	420	56.191	91.317

**CITY OF CEDAR FALLS  
Final**

Effective 7/1/2019

**FY20 GRADE ORDER LIST: OPEN PLAN**

Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$56.19	\$70.24	\$91.32	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF PUBLIC WORKS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$51.73	\$64.66	\$84.05	E
18	VACANT		\$47.33	\$59.16	\$76.91	
17	CITY ENGINEER	ENGINEERING	\$42.93	\$53.66	\$69.76	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/ASST CHIEF - POLICE	POLICE	\$39.63	\$49.54	\$64.40	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$37.42	\$46.78	\$60.82	E
	PUBLIC WORKS & PARKS MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$35.24	\$44.04	\$57.26	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
	PUBLIC SAFETY SUPERVISOR - CAPTAIN	PUBLIC SAFETY				E
13	PRINCIPAL ENGINEER	ENGINEERING	\$33.03	\$41.29	\$53.67	E
	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION				E
	V & T/CULTURAL MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$30.83	\$38.54	\$50.10	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
	PUBLIC SAFETY SUPERVISOR - LIEUTENANT	PUBLIC SAFETY				E
	ECONOMIC DEVELOPMENT COORDINATOR	ADMIN				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$28.63	\$35.78	\$46.52	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
10	PLANNER II	PLANNING	\$26.42	\$33.03	\$42.93	E
	CIVIL ENGINEER I	ENGINEERING				E
9	ACCOUNTANT	FINANCIAL SERVICES	\$24.23	\$30.29	\$39.38	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	COMMUNICATIONS SPECIALIST	ADMIN				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	PERSONNEL SPECIALIST	LEGAL				NE
	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II	ENGINEERING				NE
	INSPECTOR	INSPECTION SERVICES				NE

8	FINANCIAL TECHNICIAN INFORMATION SYSTEMS TECHNICIAN II EDUCATION COORDINATOR HEARST COORDINATOR ARBORIST LIBRARY EDUCATION COORDINATOR VIDEO PRODUCTION SPECIALIST	FINANCIAL SERVICES INFORMATION SYSTEMS CULTURAL CULTURAL PARKS LIBRARY CABLE TV	\$22.03	\$27.53	\$35.79	NE NE NE NE NE NE NE
7	PROGRAM COORDINATOR PLANNER I GRAPHIC DESIGNER V & T COORDINATOR PAYROLL/HR TECHNICIAN ENGINEERING TECHNICIAN I CODE ENFORCEMENT OFFICER	CULTURAL PLANNING INFORMATION SYSTEMS V & T FINANCIAL SERVICES ENGINEERING INSPECTION SERVICES	\$19.83	\$24.78	\$32.22	NE NE NE NE NE NE NE
6	ADMINISTRATIVE ASSISTANT - LIBRARY INFORMATION SYSTEMS TECHNICIAN I ADMINISTRATIVE ASSISTANT - LEAD ADMINISTRATIVE ASSISTANT - LEAD ADMINISTRATIVE CLERK - FINANCIAL CLERK	LIBRARY INFORMATION SYSTEMS RECREATION PUBLIC RECORDS FINANCIAL SERVICES	\$17.62	\$22.03	\$28.64	NE NE NE NE NE
5	LIBRARY ASSISTANT SENIOR SERVICES COORDINATOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE ASSISTANT ADMINISTRATIVE ASSISTANT	LIBRARY CULTURAL PUBLIC RECORDS PUBLIC WORKS COMMUNITY DEVELOPMENT	\$15.98	\$19.98	\$25.97	NE NE NE NE NE
4	OFFICE ASSISTANT OFFICE ASSISTANT	CULTURAL V & T	\$14.87	\$18.59	\$24.17	NE NE
3	VACANT	PLANNING	\$13.78	\$17.22	\$22.39	
2	VACANT		\$11.54	\$14.42	\$18.75	
1	LIBRARY PAGE	LIBRARY	\$9.30	\$11.62	\$15.11	NE

**WORKSHOP/SESSION/EVENT  
PAY PLAN**

Effective June 29, 2019 - June 26, 2020

<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>DURATION</b>	<b>PAY RANGE &amp; MODE</b>
<b>I</b>	<b><u>Workshop Instructors</u></b>	<b>Days</b>	<b>Per Workshop</b>
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
<b>II</b>	<b><u>Session Instructors</u></b>	<b>2 or more weeks</b>	<b>Per Session</b>
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
<b>III</b>	<b><u>Event Supervisors &amp; Officials</u></b>	<b>Various</b>	<b>Per Event</b>
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire)		\$9.50-30.00
	Umpires - Adult Softball		\$15.00-30.00
	Senior Citizen		\$17.00-35.00
	Basketball & Volleyball League		\$17.00-35.00
	Adult Softball League Supervisor		\$45.00-75.00
	Specialty Class Trainer		\$16.00-35.00
	Fitness Equipment Repair		\$25.00-55.00
<b>IV</b>	<b><u>Cable Division Events</u></b>	<b>Various</b>	<b>Per Event</b>
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00

CITY OF CEDAR FALLS, IOWA  
PAY PLAN

PUBLIC WORKS/PARKS  
BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY20 Pay Plan: Contract Exhibit "A"  
3.00% Across-the-Board  
Effective June 29, 2019 - June 26, 2020

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2		A	\$23,356.32	\$24,051.04	\$24,779.04	\$25,525.76	\$26,287.04	\$27,071.20	\$27,884.48	\$29,009.76
		M	\$1,946.36	\$2,004.25	\$2,064.92	\$2,127.15	\$2,190.59	\$2,255.93	\$2,323.71	\$2,417.48
		BW	\$898.32	\$925.04	\$953.04	\$981.76	\$1,011.04	\$1,041.20	\$1,072.48	\$1,115.76
		H	\$11.229	\$11.563	\$11.913	\$12.272	\$12.638	\$13.015	\$13.406	\$13.947
3		A	\$24,427.52	\$25,159.68	\$25,912.64	\$26,698.88	\$27,491.36	\$28,323.36	\$29,169.92	\$30,340.96
		M	\$2,035.63	\$2,096.64	\$2,159.39	\$2,224.91	\$2,290.95	\$2,360.28	\$2,430.83	\$2,528.41
		BW	\$939.52	\$967.68	\$996.64	\$1,026.88	\$1,057.36	\$1,089.36	\$1,121.92	\$1,166.96
		H	\$11.744	\$12.096	\$12.458	\$12.836	\$13.217	\$13.617	\$14.024	\$14.587
4	Custodian I	A	\$25,554.88	\$26,322.40	\$27,114.88	\$27,926.08	\$28,766.40	\$29,625.44	\$30,515.68	\$31,747.04
		M	\$2,129.57	\$2,193.53	\$2,259.57	\$2,327.17	\$2,397.20	\$2,468.79	\$2,542.97	\$2,645.59
		BW	\$982.88	\$1,012.40	\$1,042.88	\$1,074.08	\$1,106.40	\$1,139.44	\$1,173.68	\$1,221.04
		H	\$12.286	\$12.655	\$13.036	\$13.426	\$13.830	\$14.243	\$14.671	\$15.263
5		A	\$26,728.00	\$27,537.12	\$28,358.72	\$29,211.52	\$30,085.12	\$30,987.84	\$31,921.76	\$33,203.04
		M	\$2,227.33	\$2,294.76	\$2,363.23	\$2,434.29	\$2,507.09	\$2,582.32	\$2,660.15	\$2,766.92
		BW	\$1,028.00	\$1,059.12	\$1,090.72	\$1,123.52	\$1,157.12	\$1,191.84	\$1,227.76	\$1,277.04
		H	\$12.850	\$13.239	\$13.634	\$14.044	\$14.464	\$14.898	\$15.347	\$15.963
6	Custodian II	A	\$27,963.52	\$28,797.60	\$29,658.72	\$30,553.12	\$31,470.40	\$32,416.80	\$33,381.92	\$34,736.00
		M	\$2,330.29	\$2,399.80	\$2,471.56	\$2,546.09	\$2,622.53	\$2,701.40	\$2,781.83	\$2,894.67
		BW	\$1,075.52	\$1,107.60	\$1,140.72	\$1,175.12	\$1,210.40	\$1,246.80	\$1,283.92	\$1,336.00
		H	\$13.444	\$13.845	\$14.259	\$14.689	\$15.130	\$15.585	\$16.049	\$16.700
7		A	\$29,246.88	\$30,120.48	\$31,033.60	\$31,961.28	\$32,913.92	\$33,906.08	\$34,919.04	\$36,335.52
		M	\$2,437.24	\$2,510.04	\$2,586.13	\$2,663.44	\$2,742.83	\$2,825.51	\$2,909.92	\$3,027.96
		BW	\$1,124.88	\$1,158.48	\$1,193.60	\$1,229.28	\$1,265.92	\$1,304.08	\$1,343.04	\$1,397.52
		H	\$14.061	\$14.481	\$14.920	\$15.366	\$15.824	\$16.301	\$16.788	\$17.469

PAY PLAN

BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY20 Pay Plan: Contract Exhibit "A"  
3.00% Across-the-Board  
Effective June 29, 2019 - June 26, 2020

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
8	Laborers	A	\$30,592.64	\$31,524.48	\$32,470.88	\$33,450.56	\$34,453.12	\$35,482.72	\$36,549.76	\$38,024.48
		M	\$2,549.39	\$2,627.04	\$2,705.91	\$2,787.55	\$2,871.09	\$2,956.89	\$3,045.81	\$3,168.71
		BW	\$1,176.64	\$1,212.48	\$1,248.88	\$1,286.56	\$1,325.12	\$1,364.72	\$1,405.76	\$1,462.48
		H	\$14.708	\$15.156	\$15.611	\$16.082	\$16.564	\$17.059	\$17.572	\$18.281
9		A	\$32,002.88	\$32,963.84	\$33,947.68	\$34,962.72	\$36,006.88	\$37,088.48	\$38,201.28	\$39,742.56
		M	\$2,666.91	\$2,746.99	\$2,828.97	\$2,913.56	\$3,000.57	\$3,090.71	\$3,183.44	\$3,311.88
		BW	\$1,230.88	\$1,267.84	\$1,305.68	\$1,344.72	\$1,384.88	\$1,426.48	\$1,469.28	\$1,528.56
		H	\$15.386	\$15.848	\$16.321	\$16.809	\$17.311	\$17.831	\$18.366	\$19.107
10	Assistant Equipment Mechanic Transfer Station Laborer	A	\$33,475.52	\$34,482.24	\$35,516.00	\$36,580.96	\$37,672.96	\$38,800.32	\$39,967.20	\$41,572.96
		M	\$2,789.63	\$2,873.52	\$2,959.67	\$3,048.41	\$3,139.41	\$3,233.36	\$3,330.60	\$3,464.41
		BW	\$1,287.52	\$1,326.24	\$1,366.00	\$1,406.96	\$1,448.96	\$1,492.32	\$1,537.20	\$1,598.96
		H	\$16.094	\$16.578	\$17.075	\$17.587	\$18.112	\$18.654	\$19.215	\$19.987
11		A	\$35,012.64	\$36,065.12	\$37,142.56	\$38,263.68	\$39,413.92	\$40,593.28	\$41,803.84	\$43,492.80
		M	\$2,917.72	\$3,005.43	\$3,095.21	\$3,188.64	\$3,284.49	\$3,382.77	\$3,483.65	\$3,624.40
		BW	\$1,346.64	\$1,387.12	\$1,428.56	\$1,471.68	\$1,515.92	\$1,561.28	\$1,607.84	\$1,672.80
		H	\$16.833	\$17.339	\$17.857	\$18.396	\$18.949	\$19.516	\$20.098	\$20.910
12		A	\$36,618.40	\$37,722.88	\$38,854.40	\$40,017.12	\$41,215.20	\$42,452.80	\$43,729.92	\$45,491.68
		M	\$3,051.53	\$3,143.57	\$3,237.87	\$3,334.76	\$3,434.60	\$3,537.73	\$3,644.16	\$3,790.97
		BW	\$1,408.40	\$1,450.88	\$1,494.40	\$1,539.12	\$1,585.20	\$1,632.80	\$1,681.92	\$1,749.68
		H	\$17.605	\$18.136	\$18.680	\$19.239	\$19.815	\$20.410	\$21.024	\$21.871
13		A	\$38,305.28	\$39,453.44	\$40,643.20	\$41,857.92	\$43,114.24	\$44,405.92	\$45,751.68	\$47,592.48
		M	\$3,192.11	\$3,287.79	\$3,386.93	\$3,488.16	\$3,592.85	\$3,700.49	\$3,812.64	\$3,966.04
		BW	\$1,473.28	\$1,517.44	\$1,563.20	\$1,609.92	\$1,658.24	\$1,707.92	\$1,759.68	\$1,830.48
		H	\$18.416	\$18.968	\$19.540	\$20.124	\$20.728	\$21.349	\$21.996	\$22.881

PAY PLAN

**BARGAINING UNIT EMPLOYEES**  
**FULL-TIME/PART-TIME**

**FY20 Pay Plan: Contract Exhibit "A"**  
**3.00% Across-the-Board**  
**Effective June 29, 2019 - June 26, 2020**

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14		A	\$40,075.36	\$41,277.60	\$42,511.04	\$43,788.16	\$45,094.40	\$46,448.48	\$47,837.92	\$49,768.16
		M	\$3,339.61	\$3,439.80	\$3,542.59	\$3,649.01	\$3,757.87	\$3,870.71	\$3,986.49	\$4,147.35
		BW	\$1,541.36	\$1,587.60	\$1,635.04	\$1,684.16	\$1,734.40	\$1,786.48	\$1,839.92	\$1,914.16
		H	\$19.267	\$19.845	\$20.438	\$21.052	\$21.680	\$22.331	\$22.999	\$23.927
15	Groundskeeper Maintenance Worker WWTP Assistant	A	\$41,912.00	\$43,170.40	\$44,472.48	\$45,797.44	\$47,159.84	\$48,588.80	\$50,046.88	\$52,066.56
		M	\$3,492.67	\$3,597.53	\$3,706.04	\$3,816.45	\$3,929.99	\$4,049.07	\$4,170.57	\$4,338.88
		BW	\$1,612.00	\$1,660.40	\$1,710.48	\$1,761.44	\$1,813.84	\$1,868.80	\$1,924.88	\$2,002.56
		H	\$20.150	\$20.755	\$21.381	\$22.018	\$22.673	\$23.360	\$24.061	\$25.032
16	WWTP Operator I	A	\$43,840.16	\$45,156.80	\$46,506.72	\$47,906.56	\$49,345.92	\$50,826.88	\$52,345.28	\$54,458.56
		M	\$3,653.35	\$3,763.07	\$3,875.56	\$3,992.21	\$4,112.16	\$4,235.57	\$4,362.11	\$4,538.21
		BW	\$1,686.16	\$1,736.80	\$1,788.72	\$1,842.56	\$1,897.92	\$1,954.88	\$2,013.28	\$2,094.56
		H	\$21.077	\$21.710	\$22.359	\$23.032	\$23.724	\$24.436	\$25.166	\$26.182
17	Carpenter Equipment Operator Senior Groundskeeper	A	\$45,855.68	\$47,230.56	\$48,640.80	\$50,105.12	\$51,621.44	\$53,160.64	\$54,766.40	\$56,964.96
		M	\$3,821.31	\$3,935.88	\$4,053.40	\$4,175.43	\$4,301.79	\$4,430.05	\$4,563.87	\$4,747.08
		BW	\$1,763.68	\$1,816.56	\$1,870.80	\$1,927.12	\$1,985.44	\$2,044.64	\$2,106.40	\$2,190.96
		H	\$22.046	\$22.707	\$23.385	\$24.089	\$24.818	\$25.558	\$26.330	\$27.387
18	Equipment Mechanic Laboratory Technician WWTP Operator II	A	\$47,956.48	\$49,402.08	\$50,885.12	\$52,422.24	\$53,980.16	\$55,608.80	\$57,266.56	\$59,569.12
		M	\$3,996.37	\$4,116.84	\$4,240.43	\$4,368.52	\$4,498.35	\$4,634.07	\$4,772.21	\$4,964.09
		BW	\$1,844.48	\$1,900.08	\$1,957.12	\$2,016.24	\$2,076.16	\$2,138.80	\$2,202.56	\$2,291.12
		H	\$23.056	\$23.751	\$24.464	\$25.203	\$25.952	\$26.735	\$27.532	\$28.639

\* An employee serving in the Fire or Police POC program shall be paid at the rate of time and one-half of the regular wage for the paid-on-call hours.

CITY OF CEDAR FALLS, IOWA  
PAY PLAN

PUBLIC WORKS/PARKS  
BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY20 Pay Plan: Contract Exhibit "A-1"  
3.00% Across-the-Board with Extra Job Classification  
Effective June 29, 2019 - June 26, 2020

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2		H	\$16.229	\$16.563	\$16.913	\$17.272	\$17.638	\$18.015	\$18.406	\$18.947
3		H	\$16.744	\$17.096	\$17.458	\$17.836	\$18.217	\$18.617	\$19.024	\$19.587
4	<b>Custodian I/Firefighter Custodian I/Police Officer</b>	H	\$17.286	\$17.655	\$18.036	\$18.426	\$18.830	\$19.243	\$19.671	\$20.263
5		H	\$17.850	\$18.239	\$18.634	\$19.044	\$19.464	\$19.898	\$20.347	\$20.963
6	<b>Custodian II/Firefighter Custodian II/Police Officer</b>	H	\$18.444	\$18.845	\$19.259	\$19.689	\$20.130	\$20.585	\$21.049	\$21.700
7		H	\$19.061	\$19.481	\$19.920	\$20.366	\$20.824	\$21.301	\$21.788	\$22.469
8	<b>Laborers/Firefighter Laborers/Police Officer</b>	H	\$19.708	\$20.156	\$20.611	\$21.082	\$21.564	\$22.059	\$22.572	\$23.281
9		H	\$20.386	\$20.848	\$21.321	\$21.809	\$22.311	\$22.831	\$23.366	\$24.107
10	<b>Assist Equip Mech/Firefighter Assist Equip Mech/Police Officer Trans St Laborer/Firefighter Trans St Laborer/Police Officer</b>	H	\$21.094	\$21.578	\$22.075	\$22.587	\$23.112	\$23.654	\$24.215	\$24.987
11		H	\$21.833	\$22.339	\$22.857	\$23.396	\$23.949	\$24.516	\$25.098	\$25.910
12		H	\$22.605	\$23.136	\$23.680	\$24.239	\$24.815	\$25.410	\$26.024	\$26.871

PAY PLAN

BARGAINING UNIT EMPLOYEES  
FULL-TIME/PART-TIME

FY20 Pay Plan: Contract Exhibit "A-1"  
3.00% Across-the-Board with Extra Job Classification  
Effective June 29, 2019 - June 26, 2020

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
13		H	\$23.416	\$23.968	\$24.540	\$25.124	\$25.728	\$26.349	\$26.996	\$27.881
14		H	\$24.267	\$24.845	\$25.438	\$26.052	\$26.680	\$27.331	\$27.999	\$28.927
15	Groundskeeper/Firefighter Groundskeeper/Police Officer Maint Worker/Firefighter Maint Worker/Police Officer WWTP Assistant/Firefighter WWTP Assistant/Police Officer	H	\$25.150	\$25.755	\$26.381	\$27.018	\$27.673	\$28.360	\$29.061	\$30.032
16	WWTP Operator I/Firefighter WWTP Operator I/Police Officer	H	\$26.077	\$26.710	\$27.359	\$28.032	\$28.724	\$29.436	\$30.166	\$31.182
17	Carpenter/Firefighter Carpenter/Police Officer Equipment Oper/Firefighter Equipment Oper/Police Officer Senior Groundskeeper/Firefighter Senior Groundskeeper/Police Officer	H	\$27.046	\$27.707	\$28.385	\$29.089	\$29.818	\$30.558	\$31.330	\$32.387
18	Equip Mechanic/Firefighter Equip Mechanic/Police Officer Laboratory Tech/Firefighter Laboratory Tech/Police Officer WWTP Operator II/Firefighter WWTP Operator II/Police Officer	H	\$28.056	\$28.751	\$29.464	\$30.203	\$30.952	\$31.735	\$32.532	\$33.639

\* An employee serving in the Firefighter or Police Officer joint classification will receive the applicable hourly rate listed above for that classification while performing firefighter or police officer job duties.

FY20 PAY PLAN: Exhibit "B"  
3.00% Across-the-Board  
Effective December 28, 2019 - December 25, 2020

RANGE	CLASSIFICATION		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	Buildings & Grounds Maint. I	A	\$22,424.48	\$23,100.48	\$23,786.88	\$24,500.32	\$25,236.64	\$25,997.92	\$26,782.08	\$27,572.48
		M	\$1,868.71	\$1,925.04	\$1,982.24	\$2,041.69	\$2,103.05	\$2,166.49	\$2,231.84	\$2,297.71
		BW	\$862.48	\$888.48	\$914.88	\$942.32	\$970.64	\$999.92	\$1,030.08	\$1,060.48
		H	\$10.781	\$11.106	\$11.436	\$11.779	\$12.133	\$12.499	\$12.876	\$13.256
4	Buildings & Grounds Maint. II	A	\$24,533.60	\$25,272.00	\$26,027.04	\$26,809.12	\$27,618.24	\$28,446.08	\$29,294.72	\$30,182.88
		M	\$2,044.47	\$2,106.00	\$2,168.92	\$2,234.09	\$2,301.52	\$2,370.51	\$2,441.23	\$2,515.24
		BW	\$943.60	\$972.00	\$1,001.04	\$1,031.12	\$1,062.24	\$1,094.08	\$1,126.72	\$1,160.88
		H	\$11.795	\$12.150	\$12.513	\$12.889	\$13.278	\$13.676	\$14.084	\$14.511
8	Laborer	A	\$29,371.68	\$30,268.16	\$31,172.96	\$32,111.04	\$33,078.24	\$34,066.24	\$35,091.68	\$36,144.16
		M	\$2,447.64	\$2,522.35	\$2,597.75	\$2,675.92	\$2,756.52	\$2,838.85	\$2,924.31	\$3,012.01
		BW	\$1,129.68	\$1,164.16	\$1,198.96	\$1,235.04	\$1,272.24	\$1,310.24	\$1,349.68	\$1,390.16
		H	\$14.121	\$14.552	\$14.987	\$15.438	\$15.903	\$16.378	\$16.871	\$17.377

**EXHIBIT "C"**  
**CITY OF CEDAR FALLS, IOWA**  
**POLICE DEP'T. - UNION**  
**FY20 POLICE OFFICER PAY PLAN**  
**3.0% FOR STEPS P-2 I - P-2 IX**  
**Effective: June 29, 2019 - June 26, 2020**

			STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	A	\$54,042.56	\$59,660.64	\$60,860.80	\$62,079.68	\$63,325.60	\$64,590.24	\$66,844.96	\$68,515.20	\$70,403.84
		M	\$4,503.55	\$4,971.72	\$5,071.73	\$5,173.31	\$5,277.13	\$5,382.52	\$5,570.41	\$5,709.60	\$5,866.97
		BW	\$2,078.56	\$2,294.64	\$2,340.80	\$2,387.68	\$2,435.60	\$2,484.24	\$2,570.96	\$2,635.20	\$2,707.83
		H	\$25.982	\$28.683	\$29.260	\$29.846	\$30.445	\$31.053	\$32.137	\$32.940	\$33.848
P-2 P	Police Officer/ Part time	H	\$18.655	\$20.594	\$21.009	\$21.429	\$21.860	\$22.296	\$23.074	\$23.651	\$24.303
PSO-1	Public Safety Officer	A	\$54,042.56	\$59,660.64	\$60,860.80						
		M	\$4,503.55	\$4,971.72	\$5,071.73						
		BW	\$2,078.56	\$2,294.64	\$2,340.80						
		H	\$25.982	\$28.683	\$29.260						
PSO-2	Public Safety Officer	A	\$60,257.45	\$66,521.61	\$67,859.79	\$69,218.84	\$70,608.04	\$72,018.12	\$74,532.13	\$76,394.45	\$78,500.28
		M	\$5,021.45	\$5,543.47	\$5,654.98	\$5,768.24	\$5,884.00	\$6,001.51	\$6,211.01	\$6,366.20	\$6,541.67
		BW	\$2,317.59	\$2,558.52	\$2,609.99	\$2,662.26	\$2,715.69	\$2,769.93	\$2,866.62	\$2,938.25	\$3,019.23
		H	\$28.970	\$31.982	\$32.625	\$33.278	\$33.946	\$34.624	\$35.833	\$36.728	\$37.741
		H(24)	\$21.910	\$24.188	\$24.674	\$25.168	\$25.674	\$26.186	\$27.100	\$27.778	\$28.543

\* Effective July 1, 2017, an officer assigned by the Chief as a Field Training Officer (FTO) for a newly certified officer or reserve officer shall be compensated at the rate of 1 hour comp time per day while performing FTO duties.

**EXHIBIT "A"**

**CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY20 PAY PLAN  
3.00% PARKING METER RANGE P-1  
3.00% SENIOR POLICE OFFICERS RANGE P-3  
Effective: June 29, 2019 - June 26, 2020**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>
P-1	Prkg Meter Attd.	A	\$36,739.04	\$38,269.92	\$39,900.64	\$41,315.04
		M	\$3,061.59	\$3,189.16	\$3,325.05	\$3,442.92
		BW	\$1,413.04	\$1,471.92	\$1,534.64	\$1,589.04
		H	\$17.663	\$18.399	\$19.183	\$19.863
P-3	Sr. Police Officer	A	\$61,632.48	\$64,457.12	\$67,340.00	\$70,403.84
		M	\$5,136.04	\$5,371.43	\$5,611.67	\$5,866.99
		BW	\$2,370.48	\$2,479.12	\$2,590.00	\$2,707.84
		H	\$29.631	\$30.989	\$32.375	\$33.848

**EXHIBIT "B"**

**CITY OF CEDAR FALLS, IOWA  
POLICE DEPARTMENT - UNION  
FY20 PAY PLAN: 3.00% FOR RANGES C-1, C-2, P-T1 AND P-T2  
Effective: June 29, 2019 - June 26, 2020**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>
C-1	Account Clerk	A	\$43,958.72	\$45,273.28	\$46,639.84	\$48,031.36	\$49,479.04	\$50,966.24	\$52,497.12	\$54,059.20
	Computer Operator	M	\$3,663.23	\$3,772.77	\$3,886.65	\$4,002.61	\$4,123.25	\$4,247.19	\$4,374.76	\$4,504.93
	Radio Dispatcher	BW	\$1,690.72	\$1,741.28	\$1,793.84	\$1,847.36	\$1,903.04	\$1,960.24	\$2,019.12	\$2,079.20
		H	\$21.134	\$21.766	\$22.423	\$23.092	\$23.788	\$24.503	\$25.239	\$25.990
C-2	Records & Computer	A	\$46,165.60	\$47,540.48	\$48,975.68	\$50,440.00	\$51,962.56	\$53,503.84	\$55,117.92	\$56,771.52
	Services Supervisor	M	\$3,847.13	\$3,961.71	\$4,081.31	\$4,203.33	\$4,330.21	\$4,458.65	\$4,593.16	\$4,730.96
		BW	\$1,775.60	\$1,828.48	\$1,883.68	\$1,940.00	\$1,998.56	\$2,057.84	\$2,119.92	\$2,183.52
		H	\$22.195	\$22.856	\$23.546	\$24.250	\$24.982	\$25.723	\$26.499	\$27.294
P-T 1	P-T Dispatchers P-T Meter Attendants P-T Clerical	H	\$15.179	\$15.633	\$16.098	\$16.586	\$17.080	\$17.595	\$18.122	\$18.670
P-T 2	Crossing Guards	H	\$15.179							

**CITY OF CEDAR FALLS, IOWA  
FIRE DEPARTMENT - UNION  
FY20 PAY PLAN: CONTRACT EXHIBIT "A"**

**FIREFIGHTERS: Steps A-F = 3.00%**

**Effective June 29, 2019 - June 26, 2020**

<b>RANGE</b>	<b>CLASSIFICATION</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>
<b>F-1</b>	<b>Firefighters</b>	<b>A</b>	\$46,280.00	\$48,285.12	\$50,275.68	\$57,697.12	\$62,922.08	\$63,552.32
		<b>M</b>	\$3,856.67	\$4,023.76	\$4,189.64	\$4,808.09	\$5,243.51	\$5,296.03
		<b>BW</b>	\$1,780.00	\$1,857.12	\$1,933.68	\$2,219.12	\$2,420.08	\$2,444.32
		<b>H (24)</b>	\$16.828	\$17.557	\$18.281	\$20.979	\$22.879	\$23.108
		<b>H (40)</b>	\$22.250	\$23.214	\$24.171	\$27.739	\$30.251	\$30.554
<b>F-1 P</b>	<b>Firefighters/ Part time</b>	<b>H</b>	\$12.083	\$12.606	\$13.126	\$15.063	\$16.427	

**CONTRACT EXHIBIT "B"**

In addition to the pay presented in Exhibit "A", employees shall receive longevity pay as follows:

<b>YEARS SERVICE</b>	<b>\$/MONTH</b>
Beginning 0 through 4 years	None
Beginning 5 through 7 years	\$15.00
Beginning 8 through 10 years	\$25.00
Beginning 11 through 13 years	\$35.00
Beginning 14 through 16 years	\$45.00
Beginning 17 through 19 years	\$55.00
Beginning 20 through 22 years	\$65.00
Beginning 23 through 25 years	\$75.00
Beginning 26 through 28 years	\$85.00
Beginning 29 through 31 years	\$95.00
Beginning 32 through 34 years	\$105.00
Beginning 35 years and over	\$115.00



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown & City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** May 30, 2019  
**SUBJECT:** Updated Purchasing Manual

Attached is the Accounting Policies and Procedures and Purchasing Manual. The manual has been updated to incorporate the following language revisions:

- job titles have been updated throughout the manual
- various procurement recommendations by our external auditors Eide Bailly, with regards to Uniform Guidance procurement standards have been updated
- thresholds to the change order policy on formal contracts have been updated
- public improvement bidding threshold requirements as set by the State of Iowa have been updated
- cell phone allowance amounts have increased
- forms of cash receipt payments has been updated
- addition of Conflict of Interest threshold for benefiting officer or employee in goods and services purchase contract language per Iowa Code 362.5(3)(j)
- the Continuing Disclosure Policy Exhibit A Listed Changes per the Securities and Exchange Commission Rule 15c2-12 have been updated

If you have any questions regarding the manual, please feel free to contact me.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations

**CITY OF CEDAR FALLS, IOWA**  
**ACCOUNTING POLICIES AND PROCEDURES**  
**AND**  
**PURCHASING MANUAL**

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SECTION 1

RESOLUTION NO. \_\_\_\_\_

## SECTION 2

### INTRODUCTION

This accounting procedures and policies and purchasing manual is a description and explanation of procedures that the departments in the City of Cedar Falls government must follow in the procurement of supplies and contractual services, and accounting for the purchases. Although primarily a manual of instruction to employees in ordering departments, it also includes the procedures and responsibilities of the Financial Services Division and explains purchasing policy and the relationships of the Financial Services Division and requesting departments. It also explains the accounting procedures performed by the Financial Services Division.

The objective of coordinated purchasing between departments is the procurement of supplies and contractual services at the lowest possible cost consistent with the quality needed to meet the required standards. It involves both the using department and Financial Services personnel and requires their complete cooperation.

The goal of this manual is to assist using departments in the City's procurement process, ~~maintain certain controls, and eliminate unnecessary paperwork and ensure that sound business judgement is utilized in all procurement transactions and that goods and services are obtained efficiently and economically and in compliance with applicable federal and state laws and to ensure that all procurement transactions will be conducted in a manner that provides full and open -competition.~~

It is essential for all concerned to have a clear definition and understanding of the aims and purposes of this manual. The purpose of this manual is to point out City policies with respect to purchasing and accounting, and to serve as a guide for consistent purchasing and accounting operations. The policies and procedures outlined are always in conformity with the City's ordinances and resolutions.

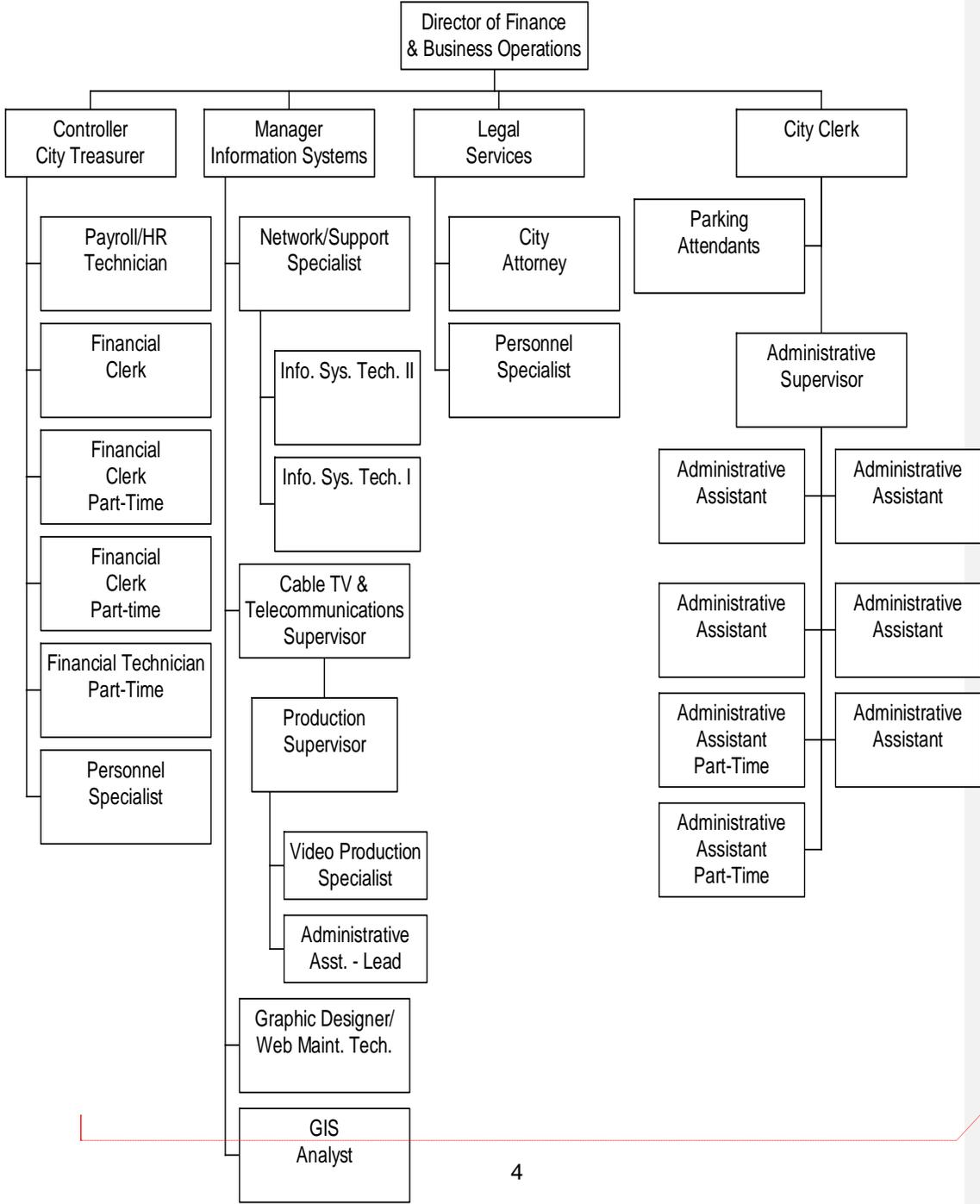
Requests and suggestions for changes to this manual may be submitted to the Financial Services Division by Department Directors at any time. When it appears that a proposed change may be inconsistent with state law or local ordinance, the matter shall be submitted to the City Attorney for opinion. All changes in this manual shall be approved by City Council resolution to be effective. When changes are implemented, new pages covering such changes will be sent to all recipients of the manual. Those who have copies shall keep them up to date by replacing the old pages with the change supplements.

SECTION 3  
ORGANIZATION AND AUTHORITY

3.01 ORGANIZATION:

The Financial Services Division is organized and maintained as a division of the Finance & Business Operations Department and is under the direction of the Director of Finance & Business Operations and managed by the Controller/City Treasurer. In the absence of the Controller/City Treasurer, the Director of Finance & Business Operations, or his/her designee, shall act as Controller/City Treasurer under the terms of this manual.

**City of Cedar Falls, Iowa  
Finance & Business Operations**



**Comment [LR1]:** Chart will be updated by Cathy N Landscape.

### 3.02 AUTHORITY AND DUTIES:

1. The Department of Finance & Business Operations is empowered by Ordinance No. 2825 to function as the City purchasing, budgeting and financial authority. Under this authority, it is the responsibility of the Department to ensure that all purchases comply with the policies established by the City Council.

Specifically, Ordinance No.2825 prescribes that the Department of Finance & Business Operations function as the City's purchasing agent for all purchases made by the City. All City Departments shall furnish the Finance & Business Operations Department with purchase specifications, bids or other information deemed helpful to the purchasing agent making the final purchase.

2. A full-fledged purchase order system is not currently cost-effective due to limited staffing. The following set of procedures is established to ensure that the requested purchase is budgeted, quotes have been received, and mayoral and City Council approval granted when necessary prior to purchase or contract acceptance.
3. A City Department making a purchase over \$10,000.00 in value not associated with a larger project which has been previously endorsed by City Council through the budget, CIP, or vehicle replacement process, shall submit a requisition for purchase to the Financial Services Division for evaluation.

The Department of Finance & Business Operations shall determine whether appropriate quotation or bid procedures were conducted by the requesting department, determine if there are sufficient funds to make the requested purchase and the appropriateness of the purchase according to State law and the City ordinances.

4. Using Agencies: Except as provided herein (refer to Sections 7 and 10) it shall be unlawful for any City officer or employee to order the purchase of any supplies or make any contract in excess of ten thousand dollars (\$10,000.00) until approval has been obtained from the Department of Finance & Business Operations, and any purchase order or contract made contrary to the provisions hereof may be disapproved by the City, and the City shall not be bound thereby.
5. It is the City Council's responsibility to approve all contracts entered into by the City. The approved contracts shall be signed by the Mayor and City Clerk. However, contracts that are a continuation of current services and do not change the terms of the contract, other than the service period, may be signed by the Department Director responsible for that service, unless otherwise provided for in this manual. Examples of these types of contracts may be insurance renewals, benefit administration, and professional services. If the monetary terms of the

contract change, the contract shall be approved by the City Council unless special circumstances apply. In that case, staff shall notify City Council members of the change. If a majority of Council members desire that the contract be reviewed, they may request it to be placed on the next City Council agenda.

## SECTION 4

### RELATIONSHIP OF FINANCIAL SERVICES TO CITY DEPARTMENTS IN THE PURCHASING PROCESS

#### 4.01 COOPERATIVE RELATIONSHIP:

The Financial Services Division is a service and support agency for all other departments of the City, and to gain maximum efficiency and economy requires the cooperation of all departments. All personnel involved in procuring supplies and services, whether in the Financial Services Division or in the requesting department, must have a thorough understanding of these procedures. It is recommended that new employees, such as Department Directors, Division Managers, and supervisors receive, as part of their orientation, instructions on purchasing procedures.

#### 4.02 FINANCIAL SERVICES DIVISION RESPONSIBILITIES:

1. The Financial Services Division shall receive requisitions for purchases of non-budgeted items over \$10,000.00 from the Departments and approve requisition for purchase based on the following criteria:
  - a. The item is an appropriate purchase for a municipality to make.
  - b. The purchasing department has the money remaining in the budget to make the purchase.
  - c. The appropriate quotation or bid procedures were conducted by the requesting department.
2. Financial Services shall process requisitions in a timely manner .

#### 4.03 DEPARTMENTS' RESPONSIBILITIES:

1. Follow appropriate quotation or bid procedures as described in Section 11 of this manual.
2. Requesting Departments shall provide full and accurate descriptions of requested items, and work with the Financial Services Division in the preparation of requisitions.

2-3. Departments/Division should strive to be good stewards of public funds by obtaining the "best value" for the City, and provide a process based on "best practice" using market knowledge, innovation and efficiency.

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3.4. After the Financial Services Division approves the requisition, the requesting department shall contact the vendor and make the purchase.

4.5. Departments shall plan in advance to avoid unnecessary rush requests or acquisition of duplicative items.

5.6. Departments shall communicate with the Financial Services Division, either orally or in writing, the results of purchases, which are unfavorable. Specific problems should be documented in writing. This includes both product and vendor performance.

6.7. Provide copies of all bids to the Financial Services Division for all purchases made. This is applicable to all purchases that are made and bids are received, excluding contracts that have gone through the formal bid process through the City Council.

#### 4.04 PURCHASE ORDERS:

Even though a purchase order system is not utilized by the City, occasionally purchase orders are necessary. Purchase orders are computer-generated forms and are sequentially numbered. The Financial Services Division maintains the purchase order file and is the only division with access to the file.

A Purchase Order is issued to a vendor by the Financial Services Division only when required by the vendor. In that case, the requesting department must contact the Controller/City Treasurer or Director of Finance & Business Operations to request a purchase order stating the amount, vendor name, vendor address, quantity, and shipping address. The purchase order is then used as the order document. The Financial Services Division retains a copy of all open Purchase Orders.

#### 4.05 ELEMENT AND OBJECT NUMBER:

The City shall use a system of element and object or "line-item" account numbers. The purpose of these numbers is to provide an accounting basis upon which expenditures can be classified and monitored, as well as to provide a means for forecasting and budgeting future expenditures.

1. It shall be the responsibility of the Financial Services Division to maintain all element and object numbers. It shall be the responsibility of the Financial Services Division to determine and assign the most appropriate element and object number for each item or service purchased.
2. Element and object numbers are divided into five (5) groupings, each of which contains a discreet category or class of line-item expenditures. These

groupings are as follows:

- a. Transfers (5000 series): This element includes all transfers. This series is generally reserved for Financial Services Division use only and should not be used by operating departments without Financial Services authorization.
- b. Personal Services (6000 series): This element includes all expenditures related to the salaries, wages, and fringe benefits of City employees. This series is reserved for payroll expenses only.
- c. Commodities (7000 series): This element represents the various materials, parts, and supplies (i.e. tangible goods) used for the general and continuing operations of the City. Items purchased as commodities are never capitalized, and generally have a short life expectancy and low unit cost.
- d. Services and Charges (8000 series): This element includes all work and services performed for the City by others. These include (by order of most common occurrence):
  - 1) Services performed by outside individuals, businesses and organizations.
  - 2) Services performed by City departments for other City departments.
- e. Capital Outlay (9000) series): This element represents items, either original or replacement, which are of a significant value and which have a useful life expectancy extending beyond one (1) year, "Significant Value" is defined as an item or an aggregate of related units, the total cost of which is \$5,000.00 or more.

#### 4.06 PROJECT NUMBER:

The City shall use a system of project numbers and payroll task codes. The purpose of these numbers is to provide an efficient tracking system of all costs associated with a project or a payroll task. This will aid in the grant reimbursement process and provide documentation to departments on time spent on various services of the City. It will be the responsibility of the Financial Service Division to determine and assign the most appropriate project number or payroll task code.

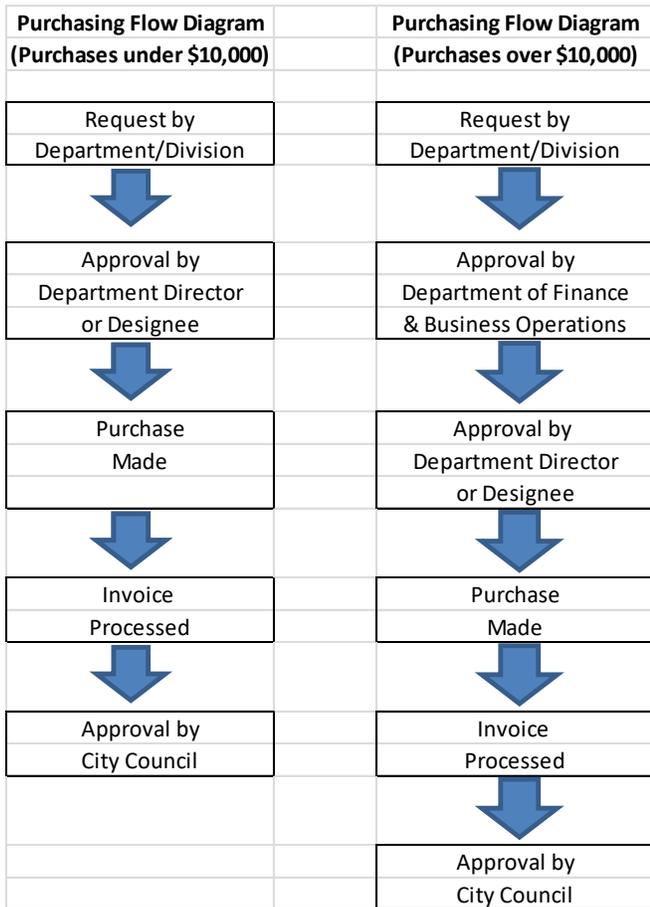
#### 4.07 SIGNATURES:

1. Department directors shall assign who is responsible for approving and signing

requests for each division within the department.

2. The manager or supervisor who is authorized to approve requests should have authorization from a department director if making a request for himself/herself.

**4.08 PURCHASING PROCESS OVERVIEW:**



SECTION 5  
SPECIFICATIONS

5.01 DEFINITION:

Specifications are a detailed and exact statement of the requested material and/or service. Specifications must be written in such a manner as to describe the physical, functional, or performance characteristics of the material and/or service requested.

5.02 REQUIREMENTS FOR SPECIFICATIONS:

Regardless of the type of specification used, certain guidelines must be followed in order to achieve the required end result.

1. Specifications must clearly state the minimum requirements of the requested materials and/or services.
2. The requirements must allow for competitive bidding except in cases of sole-source requests.
3. Specifications shall include evaluation criteria including provisions for consideration of materials and/or services that exceed the minimum criteria.

5.03 TYPES OF SPECIFICATIONS:

There are five (5) basic types of specifications used:

1. Brand Name or Equal Specifications: This type of specification describes a commodity, and states a manufacturer and catalog number, which meets the specifications and has been determined as acceptable. Approval of another manufacturer and catalog number will be given if the alternate can be proved equal to the item named in the specification. Alternate "equal" will be evaluated by the Financial Services Division and the requesting department to determine acceptability and/or equivalency.
2. Specifications for Common Use Items: This type of detailed specification lists all physical, functional and performance requirements. These commodities are normally not of a technical nature, and an item meeting the requirements as stated would be acceptable.
3. Brand Name Only Specifications: This type of specification describes a commodity, and states a manufacturer and catalog number. This type of specification calls for a highly technical commodity for which there is no acceptable equivalent.

4. Design Specification: This type of specification states the requirements for material to be used, and a detailed description of the required end result. This type of specification is used for items and/or projects which are not readily available on the open market, but which are built-to-suit according to the specifications.
5. Performance Specifications: This type of specification emphasizes the functional or performance criteria. Physical description and design requirements are limited. The bidder's response is usually in the form of proposal. It is normally the bidder's option to determine the item and/or service required to achieve the required end result.

#### 5.04 REQUESTING DEPARTMENT'S RESPONSIBILITIES:

Specifications for commodities and/or services of a technical nature shall be supplied by the requesting department.

1. Specifications for motor vehicles and fleet equipment are to be submitted by the Public Works/Parks Manager.
2. Specifications for technical electrical materials and/or services are to be supplied by the Public Works/Parks Manager.
3. Specifications for technical materials and/or services for use in the Water and Waste Water facilities are to be supplied by the Water Reclamation Manager or City Engineer.
4. Specifications for computer hardware and software are to be supplied by the Information Systems Manager.
5. Specifications for building and construction projects and other public improvement projects will be furnished by Inspection Services Manager or an independent architect/engineer obtained by the requesting department. Specifications for these projects will be prepared by a licensed engineer or architect when required by the *Code of Iowa*, or when determined to be in the best interest of the City.
6. Specifications and/or descriptions for repair and maintenance work will be furnished by the requesting department or an independent architect/engineer obtained by the requesting department. Specifications for these projects will be prepared by a licensed engineer or architect when required by the *Code of Iowa*, or when determined to be in the best interest of the City.
7. Statements of work for professional services will be furnished by the requesting department or an independent architect, engineer, or other consultant.

8. Other specifications required from departments will be requested after receipt of the approved Requisition for Purchase.

## SECTION 6

### REQUISITIONS FOR PURCHASE FORM AND BUDGET AMENDMENT FORMS

#### 6.01 REQUISITION FOR PURCHASE FORM:

A memo to the Financial Services Division that includes the following information shall be submitted for the request of purchases greater than \$10,000.00.

1. The request should be far enough in advance to permit the department to obtain competitive prices, and to allow vendors sufficient time to make deliveries.
2. All items listed on the request shall be of a related nature, which would normally be supplied by a single vendor.
3. All requests should be typed or legibly printed.
4. The following information must be included on the request:
  - a. Date and proper budgetary account number(s) or outside billing information. If more than one account number is involved, then a simple breakdown by percentage or item should also be given.
  - b. The quantity of each item requested.
  - c. A clear description of the item desired as to size, color, type, grade, etc. If the purchase is of a technical nature, specifications should accompany the requisition (see section 5). If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name and model of an acceptable item, "or equal."
  - d. The estimated UNIT PRICE of the item.
  - e. Delivery date required. If the delivery date has been quoted by the vendor, or if you know an estimated delivery time, this date should be shown.
  - f. Other special instructions.
  - g. Delivery point (shipping address) and person to be notified.
  - h. The name(s) and address(es) of possible or proposed vendors of the requested items or services.
  - i. Department and signature(s). All requests must be signed or countersigned by the department head or his/her designee.

5. Routing: All requests shall be sent by the initiating department to the Financial Services Division for processing. Requests shall be processed as expeditiously as possible.
  - a. In processing departmental requests, the Financial Services Division shall verify the completeness and correctness of the following areas:
    - 1) Account number(s) assigned.
    - 2) Availability of funds.
    - 3) Authorization signatures.
    - 4) Appropriateness of purchases.
  - b. An ~~administrative clerk~~ Financial Clerk in the Financial Services Division, or the Controller/City Treasurer, will contact the requesting department and attempt to resolve questions concerning any of the following:
    - 1) Assignment of incorrect account number(s) including element and object numbers.
    - 2) Lack of funds in the indicated account number(s).
    - 3) Lack of authorized signature.
    - 4) Illegal or inappropriate purchase proposed.
  - c. If the criteria as stated in Section 6.01 5a are not met, the request may be returned by the Financial Services Division to the head of the originating department with an explanation of the reason for disapproval.
  - d. Controller/City Treasurer or Director of Finance & Business Operations shall sign and date the request. The requesting department shall retain a copy for their files.
6. Receiving: The requesting department shall instruct the vendor to deliver the merchandise to their specific location. Upon receipt of the merchandise, the receiving department shall document the following:
  - a. Date the merchandise was received.
  - b. Number of pieces received.
  - c. Signature of the individual who checked in the merchandise.

- d. Indicate whether the merchandise complied with the order.
- e. For all budgeted purchases and other purchases of less than \$10,000.00 information regarding receipt of item should be noted on the invoice.

6.02 BUDGET AMENDMENT REQUEST:

Annually mid-year operations or capital budget adjustments may be necessary due to unforeseen or unusual circumstances. The budget amendment request ensures that the City's central financial authority coordinates adjustments through a formal authorization process. This ensures that the City Council's legislative intent is adhered to or amendments are made upon recommendation of the Department of Finance & Business Operations.

1. All Departments are mandated by Federal, State, and local laws to adhere to the spending limitations enacted by the City Council in the form of the City's spending resolutions. This resolution addresses all operation, personnel, and capital expenditures.
2. Periodically unforeseen or unusual circumstances will necessitate an adjustment in the amount of funds appropriated to a particular capital project, program, fund, Department, Division, budgetary series or series line item. Over-expenditure will not be permitted unless the respective spending entity has first received written approval from the Department of Finance & Business Operations. (The City's financial computer system is automatically set to display warning messages to key entry personnel who reject any bill submitted for payment, which overspends appropriated amounts.)

Depending on the type and amount of over-expenditure, the Department will determine the type of corrective action necessary to comply with the intent of the City Council and State laws. The course of action will be clearly outlined by the Department of Finance & Business Operations through the authorization or

rejection of the expense, in writing, to the requesting entity.

3. Unauthorized over-expenditure by any entity will be noted. Entities or individuals which have violated this policy or the City Council's spending resolution may be cited or prosecuted as mandated by chapter 8.38 of State Code and sections 1-8 and 2-7 of City Code.
4. Generally, line items will be allowed to be over or under-expended by minor amounts as determined acceptable by the Controller/City Treasurer.
5. In the administration of the budget, it is ordinarily found that numerous circumstances arise which make adjustments in the adopted budget desirable.

- a. The most frequent method of adjustment of the budget during the budget year is through transfers of appropriations by action of the (1) department head, (2) the Department of Finance & Business Operations, (3) Mayor, and (4) City Council.

There are legal requirements relating to transfer of appropriations in Iowa.

Legal requirements specifically designate the types of modification, which require council action (supplemental appropriations). Transfers, which may be effected with administrative action, are limited by Iowa law to appropriation transfers within programs controlled by internal auditing. Provisions for informal (administrative) amendments of budget appropriations and a transfer procedure allowing administrative action is controlled by administrative policy.

All modifications of budget appropriations require council action if the transfer is between programs, funds or departments, while transfers between line-items or major objects of expense within a department can be made by documented administrative action in compliance with administrative policy.

- b. A supplemental appropriation is distinguished from a transfer appropriation by the fact that the supplemental appropriation may be made without providing for a corresponding diminution of an appropriation already made to some other operating unit or class of expense. A supplemental appropriation acts to increase not only the spending authorization of the unit to which it is made but also to increase the total of all authorizations for the budget year.

Restrictions of state law limit the grand total of appropriations, which can be made for a budget year to the total amount in the original budget approved for the year. Authority does exist for appropriations to meet emergencies not foreseeable at the time of the adoption of the budget and certain types of grants-in-aid, gifts, or certain kinds of receipts are sufficient justification for permitting the original grand total to be exceeded.

The City of Cedar Falls has the broad authority to make supplemental appropriations during the course of the budget year provided that either: (1) surplus from prior years becomes available, or (2) revenue for the budget year is found to be exceeding the budgeted revenue in amounts sufficient to finance the supplemental appropriations.

The manner of implementing supplemental appropriations follows the same basic procedure as initial budget approval including public hearings and City Council endorsement.

6. There are only a few circumstances in which administrative transfers of

appropriations are desirable. Illustrative of these are:

- a. Distribution of appropriations to achieve a specific purpose when it has not been feasible to make such distribution at the time of the adoption of the budget. Thus, if a general salary adjustment is contemplated, time may not permit prior determination of the specific amount required by each budget unit. Or, if appropriations are made under which the Financial Services Division may make certain selected pay adjustments in the course of the year to facilitate critical recruitment or meet serious inequities, executive discretion is indicated as the most desirable method.
- b. Transfers of appropriations to accompany the transfer of functions between departments or budget units. In the course of a budget year it may be desirable to transfer a function from one unit of the government to another, e.g., certain data processing operations or the performance of certain inspection functions. If the executive has the authority to make such transfers of functions, they should logically also have the power to transfer the appropriations, which pertain to their performance.

Except for transfers made by executive order to achieve one of the foregoing kinds of purposes, both transfers and supplemental appropriations should be subjected to rigorous review by both the executive and legislative branches of the government. This is especially true in the case of transfers or supplemental appropriations, which provide the basis for a permanent modification in the level of expenditures or services.

7. In the review and approval of such appropriations, a full analysis of the work program and fiscal impact of the proposed actions for both the current budget year and for succeeding budget years is made. Moreover, departments are put to a much heavier proof of the need for such changes in appropriations than in the regular budget - primarily to discourage the misuse of the adjustment route when good planning would have resulted in presentation of the request in the course of regular budget preparation.
  - a. At the time a department originates a request for either a budget transfer of the type indicated or a supplemental appropriation, it is required to disclose whether this matter was covered in the regular budget requests for the present or any recent year. It is required to justify why conditions now warrant the item when it was not approved in the course of regular budget consideration.
  - b. The request must be clearly set forth whether the request is for a nonrecurring purpose, e.g., replacement of a roof, or for a purpose that is likely to be recurring.
  - c. If the purpose for which the new authorization is sought is not in the

original budget requests, a detailed explanation is required as to why it was omitted earlier but now becomes of such pressing importance that it cannot go over until the next budget year. The department proposing the supplemental appropriation or transfer must complete a budget amendment request.

8. No expenditure of funds will be permitted unless an unencumbered balance exists in the appropriation and the allotment against which the expenditure is proposed to be made. The information to be provided on the request includes:
  - a. An indication of whether or not this item was included in the department's original budget request.
  - b. Identification of the item as a recurring or nonrecurring expenditure.
  - c. An indication of the type of adjustment requested.
  - d. The account number and account title from which the adjustment is to be taken and the amount of the adjustment.
  - e. Certification from the Financial Services Division of the unencumbered balance in each account before the adjustment.
  - f. The account number and account title to which the adjustment is to be added and the amount of the adjustment.
  - g. Certification from the Financial Services Division of the unencumbered balance in each account after the adjustment.
  - h. An explanation of the reasons for the adjustment request.

SECTION 7  
ACCOUNTS PAYABLE

7.01 INTRODUCTION:

It is the responsibility of the Department of Finance & Business Operations to ensure that all bills that are paid comply with the policies established by the City Council. All bills against the City must be endorsed by the City Council, and it is the responsibility of the Department of Finance & Business Operations to ensure the accuracy of the bill information presented to the Council for approval.

7.02 PROCEDURE:

1. When preparing a bill for payment, the purchasing department has the responsibility to perform the following procedures.
  - a. Determine that the invoice is addressed to the City of Cedar Falls.
  - b. Compare the invoice to the merchandise to determine if the merchandise was received and that the City is paying the correct amount for what was received.
  - c. Take all available discounts and deduct taxes that were added to the invoice (if applicable).
  - d. Compare prices on the invoices to contract amounts (if applicable).
  - e. Enter the invoice data into the financial system ensuring that the following data is entered correctly:
    - 1) Vendor Name.
    - 2) Vendor Number.
    - 3) Invoice Number.
    - 4) Invoice Date.
    - 5) Total amount to be paid.
    - 6) Description of purchase.
    - 7) Account number or numbers from which payment should be made. If payment is to be made from more than one account number, each

account and the appropriate amount to be charged must be listed.

- 8) Project number of appropriate project to be charged.
- f. Obtain proper approval from the Department Director or his designee.
- g. Perform a math check.
- h. Capital asset tag number if the invoice is for an equipment item of greater than \$5,000.00 and with a life in excess of one year; -or land, building, or infrastructure capital item greater than \$5,000.00 and with a life in excess of one year.
- i. With the exception of items outlined in 7.03 4 invoices will be processed for the next appropriate Council date unless unusual circumstances require payment by a specified date. If it is necessary for an invoice to be issued with a daily check, requests must be received in the Financial Services Division one day prior to the date needed.

#### 7.03 ROUTING:

Initiating departments shall send the entered invoice batches to the Financial Services Division for processing.

1. In processing invoices, the Financial Services Division shall verify the completeness and correctness of the entered invoice with particular emphasis on the following:
  - a. After the bill is received by the Financial Services Division, a ~~Administrative Clerk~~ Financial Clerk has the responsibility to perform the following procedures.
    - 1) Determine that the invoice is addressed to the City of Cedar Falls.
    - 2) Take all available discounts and deduct taxes that were added to the invoice (if applicable).
    - 3) An accurate description has been entered in the system
    - 4) Correct dollar amounts have been entered in the system
    - 5) Perform a math check.
    - 6) Proper approval has been obtained.

- 7) Bid/Quotation form is attached to invoice if item is a capital asset for equipment that has a value greater than \$5,000 and with a life expectancy of greater than one year.
- b. The Controller/City Treasurer or Director of Finance & Business Operations is responsible for the following duties:
- 1) Check for the appropriateness of the purchase.
  - 2) Determine whether the purchasing department has the money in their budget for the purchase.
  - 3) Determine if the purchase was budgeted.
  - 4) Check the capital asset number.
  - 5) Verify the account number.
  - 6) Review the invoice batch -for proper approval.
  - 7) Spot check the following:
    - (a) Tax was not paid and all discounts were taken.
    - (b) The invoice was addressed to the City.
    - (c) Perform a math check.
2. After approval for payment, a check group is created by the ~~Administrative Clerk~~Financial Clerk.
- a. A list of the checks goes to Council for approval and must be signed by a minimum of three Council members.
  - b. After Council approval is received, ~~an Administrative Clerk~~Financial Clerk prints the checks with the appropriate signatures.
    - 1) The blank check stock is kept in a locked cabinet in the vault.
    - ~~2)~~ Checks cannot be printed or signed until the ~~Administrative Clerk~~Financial Clerk has signed onto the laser check software.
    - ~~3)~~ The Controller/City Treasurer or his/her designee reviews the check register disbursement total and compares this to the list of checks approved by the Council, assuring these amounts match.  
~~2)~~

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- c. Accounts Payable.
  - 1) When an invoice is entered into the computer, it is automatically charged to the appropriate account and is reflected on the financial statements.
  - 2) At the end of the fiscal year, the Controller/City Treasurer reviews all invoices and determines which fiscal year the item was received or service was performed. The invoices are then coded to be reflected in the correct fiscal year.
- 3. The criteria for approval and routing of disapproved Payment Requests are the same as outlined in Section 6.01 5c.
- 4. The use of daily checks, which are preapproved items, shall be limited to the following character and object accounts:
  - a. Personal Services. For Financial Services use only.
  - b. Employee reimbursements, including but not limited to travel and training.
  - c. Postage.
  - d. Recording fees.
  - e. Refunds for cancelled programs.
  - f. Library invoices.
  - g. Housing assistance payments.
  - h. Interfund transfers.
  - i. Easements and right-of-way.
  - j. Landfill payment.
  - k. Debt Service payments.
  - l. Phone and utility payments.
  - m. Demolition contract payments.
  - n. CDBG – Housing rehab payments.
  - o. Items which have already been approved by the City Council, including but not limited to liability claims.

p. Claim settlements less than \$25,000, with approval of Risk Management Committee. (see Administrative Policy No. 3)

o.

p-q. Worker compensation payments.

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#### 7.04 APPROVAL:

As described in Section 3.02 3, a city department making a purchase over \$10,000.00 in value which is not associated with a larger project which has been previously endorsed shall submit the request to the Director of Finance & Business Operations or his duly authorized representative for evaluation. Listed below are examples of items over \$10,000.00, which may be purchased without the pre-authorization of Finance & Business Operations. They include:

1. Capital Projects: Approval of individual bills for labor, materials and supplies is not required for capital projects which have been approved by the City Council in the Capital Improvements Program, operating budget, and are programmed by the Department of Finance & Business Operations in the City's Cash Management schedule.

Authorizations to proceed with any capital projects must be secured from the Department of Finance & Business Operations, which will advise the project-managing department, whether bids or quotes are required and confirm the timing for release of funds to complete the project. This authorization should be received prior to the occurrence of any bill for the capital project.

All bills related to a specific capital project should be labeled as such when the invoices are submitted to the Department of Finance & Business Operations for approval and payment.

2. Operating supplies and services: Items purchased under supply contract, such as linens, fuel, utilities, telephone, office supplies, professional services, or uniforms may be purchased at any time by a department, assuming the purchases comply with purchases from an authorized contractor.
3. In-house billings and grant payments: Items such as printing, vehicle repair, health insurance, life insurance, long term disability insurance, F.I.C.A., I.P.E.R.S., Workers' Compensation benefits., postage, Section 8 reimbursements, and Rental Rehab. Grants may be authorized and forwarded for payment to the Department of Finance & Business Operations without pre-authorization.

4. Dues, Memberships & Travel: All dues, memberships, and travel which have been pre-approved by the Mayor, in compliance with other administrative policies, need not have a second authorization if the expense is over \$10,000 in value.
5. Repairs and Maintenance Supplies: Items required for the repair and maintenance of City equipment, buildings, and structures, such as lumber, vehicle parts, computer parts, hardware, equipment rentals, and safety supplies are not subject to the \$10,000.00 requirement.
6. Emergency/Rapid need purchases: In compliance with Ordinance No.2825, a department may make a purchase over \$200.00 for an emergency or rapid need purchase, if it is deemed necessary by the Controller/City Treasurer, and the Controller/City Treasurer can first obtain approval of two members of the City Council to approve the purchase.

In summary, the major items which are subject to pre-authorization by the Finance & Business Operations Department will normally occur in each department's 9000 series, Capital Operating Budgets. Typically, these will include capital items such as equipment and vehicles; however, vehicle purchases that have been programmed as a part of the City's Cash Management Plan, timed for purchase, and have obtained the proper quotations, can be placed for Council consideration without authorization.

The procedures in Section 3.02 do not preempt or provide for the purchase of items, which are unbudgeted. If an item is proposed to be purchased, which is unbudgeted, it is necessary to go through the procedures outlined in Section 3.02, which mandates Appropriations Resolution Compliance. This policy mandates that an amendment form be filed by the requesting department with the Department of Finance & Business Operations for the appropriate approvals to make budgetary adjustments or transfers as may be required.

#### 7.05 ELECTRONIC FUNDS TRANSFERS (EFT):

Electronic Funds Transfers are used to make payments for debt service, retirement plans, insurance claims, sales tax payments, merchant account point of sale fees, miscellaneous bank fees, and payroll tax payments.

##### 1. Financial Services Responsibilities

- a. An ~~Administrative clerk~~Financial Clerk compiles the necessary data to make the Electronic funds transfer, and receives approval from the Controller/City Treasurer or his/her designee for all EFT transfers.
- b. The Controller/City Treasurer or his/her designee initiates the transfer by entering the information into the computer.

- c. The Controller/City Treasurer or his/her designee confirms and approves the information to be transferred.
- d. Maximum amounts have been established for all types of electronic funds transfers. The employees are unable to make transfers in excess of the maximum limits.

2. Bank's Responsibilities

- a. Receive the information from the City.
- b. Resolve any questions that arise.
- c. Send the payment to the correct agency by the effective date.

7.06 BANK RECONCILIATIONS:

1. The bank delivers the bank statements to the City by the fifth working day of the month.
2. A ~~Administrative clerk~~ Financial Clerk who does not otherwise perform accounts payable or accounts receivable transactions evaluates the statements and investigates any discrepancies between the City's books and the bank statements, such as:
  - a. Any revenues that were deposited directly into the bank, without notification in Financial Services.
  - b. Incorrect service charges.
3. The City's financial records are then reconciled with the bank statement by the ~~Administrative clerk~~ Financial Clerk under the direction of the Controller/City Treasurer.

7.07 ACCOUNTING FOR DEBT SERVICE PAYMENTS:

1. Principal and interest payments for general obligation bonds are made from the Debt Service Fund. Property taxes are levied in the Debt Service Fund to make the general obligation bond payments for principal and interest. Payments are made by Electronic Funds Transfers described in Section 7.05.
2. Principal and interest payments for revenue bonds are made from the Debt Service Fund. Transfers are made from the appropriate funds, such as Sewer

Rental, Refuse, and Hospital to make the revenue bond debt service payments. Payments are made by E.F.T. as described in Section 7.05.

#### 7.08 GENERAL LEDGER FINANCIAL ACTIVITY:

1. Journal Entries: Journal entries are prepared by ~~an Administrative clerk~~ various Financial Services personnel, approved by the Controller/City Treasurer or Director of Finance & Business Operations, and entered by another ~~Administrative clerk~~ Financial Clerk.
  - a. Bank Statement: At the end of every month the ~~Administrative clerk~~ Financial Clerk who prepares the Bank Reconciliation reviews the bank statements and prepares journal entries for any bank activity that the City has not entered into their general ledger. Examples of these entries are:
    - 1) Interest earned on the account.
    - 2) Direct deposit of revenues from parking, ~~golf~~ inspection services, cultural, aquatic, recreation, police, public records, and library.
    - 3) Debt Service payments that are wired from the bank.
    - 4) Federal or state funds directly deposited into bank account.
  - b. Corrections: Any errors made during the month are corrected by journal entry or account correction. A detailed list of the monthly financial activity is reviewed by the Controller/City Treasurer to determine the accuracy of the list and journal entries are written to correct any errors found during that review.
  - c. Payroll: EFT checks are written for any payments that are wired directly from the bank. Examples of these are the state tax payment and the police and fire retirement payments to the state retirement system.
2. Month-End Close: ~~An Administrative clerk~~ Financial Clerk runs the month-end close procedure on the computer by the 15th day of the next month.
3. Year-End Close: After it is determined that all activity for a fiscal year has been completed, the year-end procedure is run on the computer.
4. Year-End Procedures: The Controller/City Treasurer has certain year-end procedures to perform prior to the annual financial audit being performed. These procedures include:
  - a. Balance capital assets.

- b. Inventory observation in certain divisions.
- c. Prepare workpapers for accounts receivables, payables, and other accrued items in all funds.
- d. Prepare year-end journal entries using the information from the workpapers.
- e. Prepare and balance the balance sheets and income statements for all funds of the City.
- f. Compile the Comprehensive Annual Financial Report.

SECTION 8  
PURCHASE ORDER

8.01 PURCHASE ORDER:

A written purchase order is an offer to buy, an acceptance of an offer to sell, or a confirmation between two or more competent parties. The Purchase Order is a legal document and; upon acceptance by a vendor, becomes a contract.

1. It is issued only when requested by the purchasing department. Only Financial Services is authorized to originate this document.
2. In generating a purchase order, Financial Services must include the following information:
  - a. Date originated.
  - b. Vendor's name, address, and vendor number.
  - c. Department to receive supplies or service, with address.
  - d. Requisition number.
  - e. Quantity required.
  - f. Unit (each, box, etc.).
  - g. Description of supplies or service.
  - h. Unit price(s) if applicable.
  - i. Quotation/Bid amount if applicable.
  - j. Scheduled delivery, if known.
  - k. Shipping instructions.
  - l. Any additional information to clarify intent or needs of the City, or to prevent possible misunderstanding.
  - m. Authorized signatures with date.

## 8.02 ROUTING

1. The Financial Services Division will be responsible for expeditiously resolving any difficulties, which arise in processing. After approval, the purchase order will be returned to requesting department for distribution.
2. Two (2) copies of the purchase order are distributed as follows:
  - a. One copy goes to the vendor as a contractual order.
  - b. One copy is retained by an ~~Administrative Clerk~~Financial Clerk in the Financial Services Division.

## 8.03 SAFETY BOOTS

1. Certain Municipal Operations & Programs and Community Development employees are required to wear safety boots when working for the City of Cedar Falls. The City is required by contract to pay for each pair of safety boots in an amount set by contract.
2. The supervisors in the Municipal Operations & Programs and Community Development departments shall determine if an employee requires a new pair of boots. After that determination is made, the supervisor contacts the Financial Services Division for a purchase order.
3. The Financial Services Division issues the purchase order to the requesting supervisor, maintaining a record of the purchase orders that have been issued.
4. The employee uses the purchase order to purchase boots from pre-approved vendors.
5. The employee is responsible for paying the vendor the amount in excess of the amount stated in the union contract.
6. The vendor sends the bills and copies of the purchase orders to the Financial Services Division for payment.
7. A ~~Administrative clerk~~Financial Clerk checks the purchase orders for accuracy and a check is issued following the procedures in Section 7.02.



City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 319-268-5108  
 319-268-5126 (fax)

P.O. Number

**PURCHASE ORDER  
 CITY OF CEDAR FALLS, IOWA**

Order From:

Ship To:

Date:

Quantity	Description	Price
Sales Tax Exempt: FID# 42-6004332		
<b>Total</b>		\$ -
Please show this order number on all invoices, correspondence, and packages.		
Department:	Director of Finance & Business Operations	

**City of Cedar Falls Purchase Order**

SECTION 9  
BLANKET CONTRACTS

9.01 DEFINITION:

Blanket Contracts shall be awarded on the basis of normal quotation procedures as described in Section 11 when materials and/or services can be specified and are determined to be of a competitive nature. A Blanket Contract is an order used for either of the following types of purchases:

1. Routine purchases of materials and/or services of a relatively minor nature, necessary for the day-to-day operation of the City, which are purchased on a regular basis. This would include office supplies, uniforms, paper products, linen services, and pest control.
2. Specific materials and/or services to be purchased over a specified period of time. This would include gasoline, gravel, fuel, sand, salt, lease payments, etc. These Blanket Contracts are normally awarded as a result of telephone quotations or written competitive quotes.
3. Insurance Requirements: Proof of insurance may be required prior to issuance of a Blanket contract for services to be performed on City property. The amount of coverage required shall be based on risk factor and determined by the City's Risk Management Committee.

9.02 AREAS OF RESPONSIBILITY:

1. Financial Services.
  - a. Identify the need to have a blanket contract through examination of past purchasing records.
  - b. Solicit quotes from qualified local suppliers if there is more than one accessible supplier.
  - c. Select vendor by evaluating the quality of product, quality of service, and cost.
  - d. Inform the using departments which vendor was chosen.
  - e. Process the vendor invoice for payment.

- f. Resolve problems that arise between vendors and using departments.
  - g. Maintain a Blanket Contract file for each current contract. Along with the contract, this file shall contain any documents related to the contract.
2. Using Department.
- a. Purchase the particular supplies from the chosen vendor only.
  - b. Receive the merchandise and compare to invoice and quotes.
  - c. Process the vendor invoice for payment.

9.03 PURCHASE AND PAYMENT:

Invoices shall be processed in the manner described in 7.01.

1. The Financial Services Division shall verify the validity of account numbers on all invoices and Amendment forms, and shall have the authority to approve or disapprove the request, based on the availability of funds. A request, which has been disapproved by the Financial Services Division, will be returned to the requesting Department Director.
2. The Financial Services Division shall verify the accuracy of all account numbers shown for expenditure on the invoice batch submitted by departments.
3. The Financial Services Division shall have the authority to approve or disapprove all non-conforming expenditures against Blanket Contracts. The approval or disapproval shall be based on the availability of funds, the accuracy of the account number shown for expenditure, compliance of the purchase with Purchasing Procedures and Policies, and any restriction placed on the Blanket Contract at the time of award. An invoice disapproved by the Financial Services Division will be returned to the originating department.

## SECTION 10

### EMERGENCY AND RAPID NEED PURCHASES

#### 10.01 EMERGENCY PURCHASES:

1. Definition: An emergency purchase is justified when a situation or occurrence, which is of a serious nature, develops suddenly and unexpectedly and demands immediate action. This is applicable only to supplies and/or services whose immediate procurement is essential to prevent delays, which may vitally affect the life, safety, and health of citizens, or serious loss or injury to the City.
2. Prior Planning: Failure to exercise reasonable diligence and foresight in anticipating departmental requirements is not justification for using Emergency Procedures.
3. Emergency Purchase During Regular Business Hours: Such purchases will be made by the requesting department using the following procedures:
  - a. Notify the ~~-~~Controller/City Treasurer by telephone that an emergency purchase must be made describing the situation and the purchase to be made.
  - b. Competitive quotations shall be solicited where possible and deemed appropriate by the ~~-~~Controller/City Treasurer. However, the purchase will be made where available in emergency situations, with consideration of delivery schedule a paramount consideration.
  - c. If the purchase is less than the \$25,000, the emergency purchase shall be recorded by the Controller/City Treasurer, and shall be open to public inspection
  - d. If the purchase is equal to or in excess of \$25,000.00 but less than \$50,000, the Controller/City Treasurer shall forward all related documents to the Director of Finance & Business Operations. The Director will contact the City Administrator ~~-~~for approval to proceed and the documentation shall be open to public inspection.
  - e. If the purchase is equal to or in excess of \$50,000 , the Controller/City Treasurer shall forward all related documents to the Director Finance & Business Operations who will forward to the City Administrator. The City Administrator will forward to the Mayor, Mayor Pro Tem, or the Administration Committee Chair for approval to proceed and the documentation ~~-~~shall be open to public inspection.

4. Emergency Purchase during other than regular business hours: Emergency purchases may be made by a Department Director during other than regular business hours. A Division Manager may be authorized in advance by a memo submitted by the Department Director.

a. A written explanation of the emergency purchase shall be furnished to the Financial Services Division no later than the following work day. Any attempt to solicit competitive prices should be included in this statement.

b. If the purchase is less than \$25,000.00, a record of the emergency purchase shall be kept on file by the Controller/City Treasurer and shall be open to public inspection.

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b.

c. If the purchase is equal to or in excess of \$25,000.00, but less than \$50,000, the Controller/City Treasurer shall forward all related documents, including a report from the requesting Department Director, to the Director of Finance & Business Operations and to the City Administrator. .

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d. If the purchase is equal to or in excess of \$50,000, the Controller/City Treasurer shall forward all related documents, including a report from the requesting Department Director, to the Director of Finance & Business Operations and the City Administrator for presentation to the City Council.

5. Emergency Repairs of Public Improvements: Emergency repair of public improvements shall be in accordance with the *Code of Iowa*.

#### 10.02 RAPID NEED PURCHASES:

CAUTION: Rapid need requests will be closely scrutinized to prevent abuse. A rapid need purchase is justified when the need for the requested materials and/or services could not have been predicted. These materials and/or services must be procured in less than the normal allotted time span in order to continue a vital service to the community.

1. Rapid need purchase procedure:

a. The request may be telephoned to the Financial Services Division, with, a written explanation to follow within one (1) workday.

b. If the situation warrants such action, authorization for purchase may be given by the Controller/City Treasurer, at the time of the telephone request, provided the total expenditure will not be in excess of \$25,000.00.

c. The requesting department shall solicit either written or telephone quotations or bids, if deemed appropriate.

- d. If the purchase is in excess of \$25,000.00, the Department Director shall forward all related documents to the Director of Finance & Business Operations for presentation to the City Council. If the City Council waives the requirement for formal bidding procedures, the requesting department shall make the purchase based on quotations or bids received.

10.03 PAYMENT OF EMERGENCY OR RAPID NEED PURCHASES:

- 1. In all situations the invoice will need to be reviewed and entered following -the procedures outlined in Section 7.
- 2. In circumstances where a check in excess of \$200.00 must be written immediately that should have Council approval, the Controller/City Treasurer shall contact two members of the -Cedar Falls City Council. After approval is received, the Controller/City Treasurer shall attach a written statement explaining the situation and the approvals received.

SECTION 11  
QUOTATIONS AND BIDS

11.01 BASIS FOR QUOTATIONS OR BIDS:

When a department determines a need to purchase an item, that department will seek a source of the requested materials and/or services.

1. Requirements for solicitation of bids and quotations: The material and/or services requested and approved for purchase are of significant value and/or of a competitive nature.
2. Exemptions from competitive quotation and bidding procedures:
  - a. Repair parts of a sole source nature shall be exempt from competitive quotation and bidding procedures.
  - b. Specialized services shall be exempt from the competitive quotation and bidding process, as deemed appropriate by the Director of Finance & Business Operations except as required by State Law.
  - c. Specialized items of a technical nature shall be exempt from competitive quotation and bidding procedures, except as required by State Law.
  - d. Utilization of State of Iowa, General Services Administration (GSA), [National IPA](#), [OMINIA Partners](#), [US Commodities Communities](#), or other state or federal joint purchasing cooperations. Competitively bid State of Iowa or other state or federal contracts available to political subdivisions may be utilized in lieu of soliciting written bids or verbal quotation for the purchase of commodities and services.
3. Special Conditions:
  - a. Proof of insurance: Proof of insurance may be required for public improvement projects, services to be performed on City property, or other contracts for equipment or services. The amount of coverage required shall be based on risk factors and determined by the City's Risk Management Committee.
  - b. Affirmative Action compliance: The City of Cedar Falls adheres to Local, State, and Federal Laws which require that businesses providing goods and services to the City of Cedar Falls are Equal Opportunity Employers. Any contract entered into by the City of Cedar Falls in accordance with this policy ensures that disadvantaged business enterprises will be afforded full

opportunity to submit bids in response to request for bids. They will not be discriminated against on the grounds of race, color, or national origin in consideration of the contract award.

- b.c. The responsible bid requirement focuses on the bidder, which means the bid is submitted by a bidder who has the financial and technical ability to perform and complete the required work. The responsive bid requirement focuses on the bid and is a check to ensure the bidder agrees to all that is required in the plans, specifications and other requirements of the project.

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#### 4. Unique Requirements of Government Contracts

~~The unique nature of governmental contracts often requires contractors to assume obligations and subject themselves to restrictions not ordinarily present in commercial contracts. The City's contracts related to federal awards must contain the applicable provisions described in PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including Appendix II to 2 CFR 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.~~

- a. All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Any contract funded through a federal grant shall comply with 2 CFR 200.318 through 200-326 and Appendix II to Part 200.
- b. Contractors must be evaluated when bids are received on their ability to meet State or Federal requirements. The City will not award a federally funded contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). [www.sam.gov](http://www.sam.gov)

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In addition, no purchases to be covered by a grant can be made prior to the execution of the grant agreement unless approved by the grantor.

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#### 11.02 PUBLIC IMPROVEMENT (VERTICAL INFRASTRUCTURE) BIDDING PROCEDURES:

Formal bidding procedures will be used exclusively for public improvement projects in excess of the minimum threshold amount as determined by the State of Iowa. (~~\$135,000~~ ~~1/1/15~~ ~~19~~) and in accordance with Chapter 26 of the Code of Iowa. A public improvement project is defined as a building or construction work which is contracted under the control of a governmental entity and is paid for in whole or in part with funds of the governmental entity, including a building or improvement constructed or operated jointly with any other public or private agency, but excluding

urban renewal demolition and low-rent housing projects, industrial aid projects authorized under chapter 419, emergency work or repair or maintenance work performed by employees of a governmental entity, and excluding a highway, bridge, or culvert project, and excluding construction or repair or maintenance work performed for a city utility under chapter 388 by its employees or performed for a rural water district under chapter 357A by its employees. For highway, bridge, and culvert projects please refer to section 11.03 below.

1. A "Notice of Request for Bids" shall be ~~published in one (1) official designated City newspaper, posted in three separate places (as noted below)~~ not less than ~~four (4) thirteen (13)~~ nor more than forty-five (45) days ~~prior to the taking of bids before the bid filling deadline.~~
  - A relevant contractor plan room service with a statewide circulation
  - A relevant construction lead generating service with state wide circulation
  - An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.
4. ~~, and the hearing on The notice the plans and specifications is required and~~ shall contain the following information:
  - a. The time and place for filing sealed bids.
  - b. The time and place sealed bids will be opened and considered on behalf of the City.
  - c. The general nature of the public improvement on which bids are requested.
  - d. In general terms when the work must be commenced and completed.
  - e. That each bidder shall accompany the bid with a bid security as defined in section 26.8 and as specified by the City.
  - f. Any further information, which the City deems pertinent.
2. A public hearing on the proposed plans, specifications, form of contract, and estimated cost has been held in compliance with Chapter 26 of State of Iowa. A notice of the public hearing shall be published in one (1) official designated City newspaper not less than four (4) nor more than twenty (20) days prior to the date of the hearing.
3. Preparation of contract documents will include preparation of the Notice to Bidders as required by the Code of Iowa. The notice will be furnished to the City Clerk with the preliminary plans and specifications and the City Clerk will arrange for the publication of the notice.

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4. Unsuccessful bidders shall be entitled to the return of bid bonds. A successful bidder shall forfeit any surety required upon failure to enter into a contract within the time span specified.
5. Disposition of Bids and Bid Bonds:
  - a. Bids shall be opened at the time and place specified in the "Notice of Request for Bids."
  - b. A Tabulation of bids received shall be made and shall be available for public inspection.
  - c. A summary of all bids shall be retained in the Financial Services Division.
  - d. One (1) copy of the original offer and award form shall be forwarded to the City Clerk after the opening of the bids.
  - e. The requesting department will consult with the Director of Finance & Business Operations before the final recommendation for award is submitted by the requesting department to the City Council if the project is not included in the budget or capital improvements program or if the bid received is in excess of the budgeted amount.
  - f. The City Council shall award all formal contracts.
  - g. The City Attorney shall review the standard contract to be used. If there are modifications to the standard contract, the City Attorney will review the contract before it is approved by Council.
  - h. The City Council shall approve all performance bonds for construction contracts.
  - i. Following the City Council's award of contract, and approval of the performance bond when required, the requesting department shall award the contract.
  - j. The responsible department shall return bid bonds to unsuccessful bidders following the award of contract by the City Council, and the approval of the performance bond when required.
  - k. The City Clerk shall prepare contract documents when necessary, and shall forward completed contract documents to the successful bidder as awarded by the City Council.
6. If a public improvement is less than the threshold as determined by the State of Iowa (\$~~139435~~,000 1/1/~~4519~~) and more than the threshold as determined by the

| State of Iowa (~~\$5557,000~~ 1/1/~~1945~~), formal bidding procedures are not necessary. However, competitive quotations must be received. When competitive quotations are required the City shall make a good faith effort to obtain quotations for the work from at least two (2) contractors regularly engaged in such work prior to the letting of a contract.

- a. The quotes shall be solicited by the appropriate department.
- b. After quotes are received the department determines the lowest bid.
- c. The summary of quotes are to be provided to Financial Services where they will be kept on file.
- d. A contract for the improvement shall than be approved by City Council.

| 7. If a public improvement falls under the minimum threshold as determined by the State of Iowa (~~\$5557,000~~ 1/1/~~4519~~), neither formal bidding procedures nor competitive quotations are necessary.

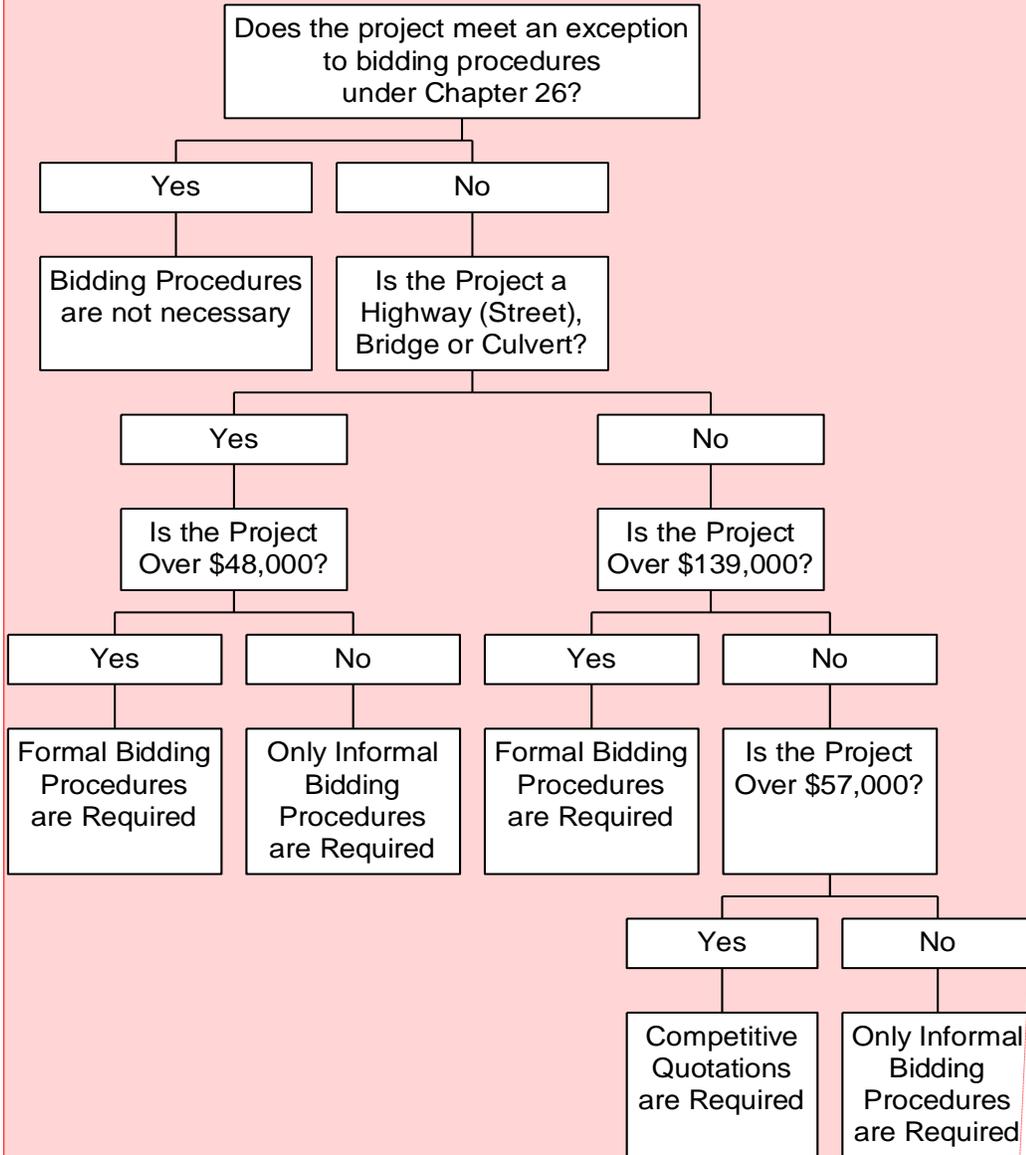
- a. The department responsible for the project should make an effort to receive a fair and reasonable price for the project.
- b. If a contract is needed for the project, it shall be approved by the City Council.

| 8. All public improvements in excess of \$25,000 must have a resolution passed by City Council authorizing the expenditure of funds.

11.03 HIGHWAY, BRIDGE, AND CULVERT (HORIZONTAL INFRASTRUCTURE)  
BIDDING PROCEDURES:

1. If a horizontal infrastructure project is more than the threshold as determined by the State of Iowa (\$~~4748~~,000 1/1/~~4719~~). Formal bidding procedures are required as described in section 11.02.
2. If a horizontal infrastructure project is less than the threshold as determined by the State of Iowa (\$~~4748~~,000 1/1/~~4719~~), formal bidding procedures and competitive quotations are not required.
  - a. The department responsible for the project should make an effort to receive a fair and reasonable price for the project.
  - b. If a contract is needed for the project, it shall be approved by the City Council.

## Public Improvement Bidding Procedures



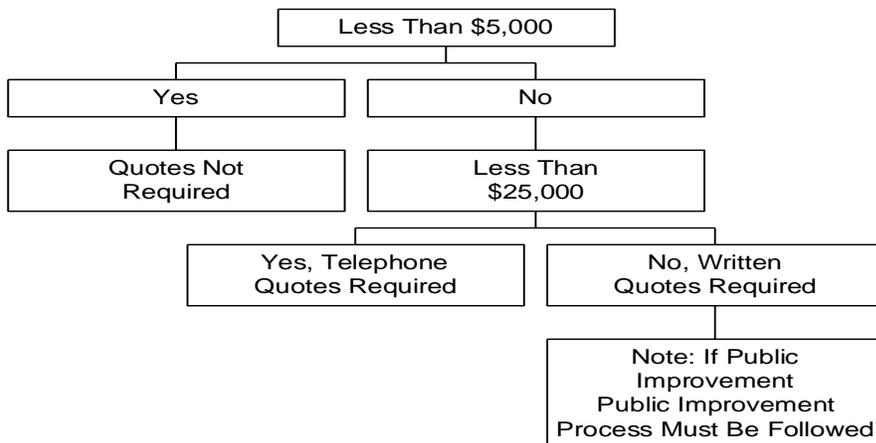
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11.04 WRITTEN QUOTATIONS:

Requests for the purchase of equipment, commodities and/or services with an estimated value of \$25,000 or greater shall receive written quotations. All requests in excess of \$25,000 must have a resolution passed by City Council authorizing the expenditure of funds, unless as described in Section 7.04(6) under vehicle purchases that have been programmed as a part of the City's Cash Management Plan. A purchase of equipment, commodities and/or services with a total of less than \$25,000.00 shall be evaluated by the requesting Department Director to determine if the material and/or services requested meet the requirements for requesting quotations.

1. 10-30 days should be allowed from receipt of an approved Requisition and any required specifications to award of purchase.
2. Telephone quotations must be taken by the requesting department on purchases of equipment, commodities, and/or services in excess of \$5,000.00 and less than \$25,000.00.
3. If it is determined to be in the best interest of the City, written quotations will be requested by the using department.
4. Awards of formal or informal bids on the purchase of equipment, commodities, and/or services shall be made by the requesting department director. Award shall be based on the lowest and best bid as determined by the requesting department.
5. The bids and quotations shall be filed with the Financial Services Division.

Purchasing Flow Chart  
Equipment, Commodities and/or Services



#### 11.05 COMPETITIVE NEGOTIATIONS:

If under \$25,000.00 and if deemed appropriate by the Director of Finance & Business Operations, competitive negotiations may be used rather than competitive sealed bids or quotations. If over \$25,000.00, City Council approval is required prior to commencing competitive negotiations.

1. A Negotiating Team shall be formed consisting of representatives of the Finance & Business Operations Department and the requesting department. Technical advisors may also be included if applicable.
2. Prospective bidders will be supplied with a request for a proposal. This request will state in general terms the materials and/or services to be purchased, and will include the evaluation criteria.
3. The Negotiating Team will review the proposals received and will then negotiate with bidders to procure the materials and/or services required.

#### 11.06 PROFESSIONAL CONSULTANTS:

These procedures will assist in identifying prospective consultants, selecting the most qualified consultant for the project, and developing a consultant contract that will best protect the City's interest. These procedures shall not conflict with federal or state rules or regulations as they relate to professional consultants.

1. The following procedures should be utilized whenever consultant work in excess of \$50,000.00 is required. When consultant work of less than \$50,000.00 is required, procedures (c) through (i) concerning the need to make a consultant selection from among several prospective consultants may be eliminated. Staff may then negotiate a contract with a consultant qualified to perform the work desired. If the consultant work is in excess of \$50,000, however, the work is an extension of an existing or prior project, please see 11.06 2.
  - a. Establish a selection team consisting of appropriate City staff and other City officials as designated. Technical advisors may also be included if applicable. The selection team should be involved in all phases of the selection process.
  - b. Identify in writing the preconceived needs of the City, including a general statement of what City staff perceives the scope of services to be. The City's scope of services may be adjusted after the consultant interviews due to information provided by prospective consultants in the interviews that results in an alteration of the work plan.

- c. Send out a Request for Proposal to pre-qualified consultants who have been identified as performing professional services similar to the needs of the City. It will be the responsibility of the selection team to determine who the qualified consultants are. Ideally, requests for qualifications should be sent to three to seven consultants depending on the number of consultants available to perform the type of work desired. The scope of services of the City should be included in the letter sent to prospective consultants. In addition, the letter should include a brief community profile, the contact information for the selection team, and any other information, which may be useful to prospective consultants. In some instances, the request should also contain the information in item (g) below.
- d. The following should be considered in order to obtain a list of at least three consultants from which to send requests for proposals:
  - 1) Always include all the local consultants that appear to have the expertise necessary to perform the desired work.
  - 2) Contact state and national professional consulting associations and other communities who have utilized consultants to perform this type of work in the past.
  - 3) If it is necessary to reduce the list to a manageable size, preference should be given to those consultants which are located in the closest proximity to Cedar Falls along with those firms which the City may know are exceptionally qualified to perform the desired work.
- e. The request for proposal should ask each candidate to submit:
  - 1) A general profile of their firm.
  - 2) The qualifications of the personnel to be used on this project, the projects which the consultant and those individuals have performed of a similar nature, and their availability to perform the desired work within the time frame specified by the City.
- f. The selection team should meet to review the qualifications of the consultants, which submit letters of interest to determine those consultants who appear to be qualified and can meet the City's time frame. Check the past work record of those consultants with entities who have utilized their services in the past to perform similar projects and determine their level of satisfaction with the consultant's work. Based on this review, reduce the list to three or more consultants from which to interview, if that many consultants can demonstrate expertise for furnishing services.
- g. Ask each interviewee to submit, prior to the interview, a preliminary scope of

services for the project, the company organization, and the name of the project coordinator/manager who will be utilized for this project. Request that the project coordinator/manager be present at the interview session. This consultant should also submit information concerning the availability of personnel to be assigned to the project, a typical form of contract that they have used on similar projects, and a sample of a written report, which they have developed on a similar assignment. Set a time for the interview and inform the consultant of the amount of time to be allowed for the consultant's formal presentation.

h. Interview Session:

- 1) The selection team will conduct all interview sessions, which are to be held in private. The selection team should meet prior to conducting the interviews to develop a list of questions to ask the interviewees and to establish weighting criteria to evaluate the consultants. The weighting criteria should include both cost and quality factors such as those identified in h.(2) and (3) below:
- 2) Ask each consultant to make a formal presentation within the predetermined time limit describing their credentials and how they would solve the needs of the City. Consultants should also indicate how they have solved similar assignments for other communities.
- 3) Following the formal presentation, interaction with the interviewee should take place with questions covering the following topics and others which may be appropriate:
  - a) Question the personal credentials if not properly identified during the formal presentation (license to practice, etc.).
  - b) Question the availability of the consultant to perform the work (particularly if their present work load appears to be substantial) and how successful they have been in completing other projects on time. Also ask if the work to be accomplished is with present staff or through additions to the consultant's staff.
  - c) Ask each consultant to define how they see the problem and what they see as the City's goals and objectives in using their consultant's services.
  - d) Ask questions concerning the procedures and methods the consultant proposes to use to solve the problem and attempt to challenge the problem. Also, attempt to challenge the consultant to provide innovations they would use to solve this problem. Also, attempt to obtain the consultant's knowledge of the state-of-the-

art technology in this field.

- e) Ask for a budget range, which the consultant expects to expend to conduct this project.
  - f) Ask the consultant about the facilities and equipment they either own or have access to for use on this project, including computer equipment, reproduction and communication equipment, laboratory and testing equipment, and other specialized equipment applicable to this project.
  - g) Ask each consultant if any of his or her professional services for this project are to be subcontracted. Also, ask if any of their services are to be performed as a joint venture with another firm. If the project is receiving federal aid, the consultant shall provide proof of adhering to federal aid guidelines for subcontractors.
  - h) Discuss the typical form of contract used for this service on this type of project or alternative forms of contract.
- i. Selection Process:
- 1) The selection team should meet to evaluate each consultant, utilizing the team's previously established weighting criteria. Conduct phone interviews with references provided by the consultant to determine those entities' satisfaction with the consultant's past performance. In addition, the selection team should attempt to contact other entities that have utilized the consultant other than those entities provided as references by the consultant. If desirable, conduct an on-site examination of the consultant's facilities and equipment to better determine the consultant's ability to perform the assignment.
  - 2) Cedar Falls and Iowa consultants should be given preference if equal proposals are received from more than one consultant, unless prohibited by Federal Law.
  - 3) Make a selection.
- j. Negotiate with the consultant selected as first choice and develop a contract. The following (1) through (6) identify provisions, which should be included in consultant contracts. Examples of these and other contract provisions can be obtained by contacting the City Clerk's Office, which has actual City/consultant contracts on file.
- 1) Agree to the details of each scope of service to be provided including initiation and completion dates for the entire project and major phases

of the project as necessary.

- 2) Determine the basis for charges, always including a maximum dollar limit not to be exceeded.
  - 3) Include a provision that the consultant will notify the City in writing if he/she feels that the City is directing the consultant to perform work beyond the scope of services. This notification will include an estimate of the cost, which the consultant proposes for the additional work. Any work to be performed by the consultant beyond the scope of services must be preceded by written authorization from the City requesting such work.
  - 4) If it is anticipated that this contract will result in additional phases of work, negotiate the method of payment to be employed for future contract(s).
  - 5) Include termination provisions in the contract.
  - 6) Include in the contract a provision that the City will assume possession of the final report, documents, and drawings/renditions produced in the course of the project, which are desired by the City.
- k. If the negotiations are unsatisfactory, terminate the negotiations and utilize the procedure outlined in item j) above to negotiate a contract with the interview committee's second choice.
2. If a project is an extension of a current or prior contract, the same consultant may be selected without utilizing the procedures outlined above. Examples of an extension of a contract may include: projects where there are multiple phases and a consultant was selected for an earlier phase, a consultant was selected for a project whose geographical location and project components are contiguous to the upcoming project, or if on a joint private-public project a consultant was selected by the private party and it is cost-effective for the public party to utilize the same consultant. If the consultant work meets these contract extension criteria, staff may negotiate a fair and reasonable price with the consultant.
  3. If a consultant is needed for select studies that are legally confidential, a consultant may be selected by staff after council has directed the staff to proceed with the study.

#### 11.07 SPECIAL EVALUATION CRITERIA:

1. Local Preference
  - a. In cases where two or more bids, formal or informal, are equal in all aspects,

preference shall be given to the local (Cedar Falls business) bidder.

- b. In cases where two or more bids, formal or informal, are equal in all aspects, preference shall be given to the lowa vendor if one of the equal bids is not a Cedar Falls business.
  - c. A City department making a purchase request may recommend to the Director of Finance & Business Operations purchase of an item from a Cedar Falls business if it is slightly higher than the lowest bid or quotation and if the item's total cost is within the constraints of the line item budget. The selection of a slightly higher quotation must be supported with written documentation that maintenance, accessibility, or service benefits make the purchase financially advantageous in the long run. This policy should only apply to items, which may be purchased by quotation and does not apply to contract for professional services or construction projects, which require bids or other select processes.
2. Total Cost of Ownership
- a. Life cycle cost formulas shall be used where applicable.
  - b. Factors such as service, location and availability, warranty, maintenance records, etc. shall be considered where applicable.
3. Vendor performance records shall be considered where applicable.
4. In Resolution #8170 the City Council of the City of Cedar Falls supported the development of City-wide recycling projects and the effort of area recyclers, and the City also adopted a recycling policy to guide its own actions, which included the use of recyclable and recycled paper products whenever appropriate to the need and available at a reasonable rate.

11.08 CHANGE ORDER POLICY - FORMAL CONTRACTS:

- 1. Field Changes and Unit Changes: this type of change order consists of those items, which are necessary to carry out the intent of the original contract.
  - a. The Department Director or designee serving as "project manager" shall have the authority to approve individual field and unit changes ~~which when combined in total do not exceed 10% of the original contract value, or up to \$4200,000~~ and when the combined total of all field and unit changes does not exceed 15% of the original contract- whichever is less, subject to the budget provisions in 11.08(1)(d).
  - b. When an individual field and unit changes ~~combined in total exceed 10% of the original contract or exceeds~~ \$4200,000 or the combined total of all field

~~and unit changes exceeds 15% of the original contract~~~~whichever is less~~, the "project manager" must submit a Change Order Expansion Request to the Department of Finance & Business Operations for approval of the City Council. Prior to City Council action the Department of Finance & Business Operations shall determine the potential sources of funding for the change order overage.

- c. It will be the responsibility of the "project manager" to keep a running total of change orders for each contract and ensure ~~individual total~~ change orders ~~are under do not exceed \$200,000 or the combined total of all field and unit changes does not exceed 10~~15% of the original contract ~~or \$100,000~~ ~~whichever is less~~.
  - d. Total change orders when totaled with the original contract shall not exceed the projects budgeted appropriations previously approved by the City Council.
2. Scope of Work or Project Boundary Change Orders: This type of change order consists of those items, which are outside the scope of the original contract.
- a. When a "project manager" requests a scope of work or project boundary change they must submit the proposal to the Department of Finance & Business Operations for City Council endorsement.
  - b. The Department of Finance & Business Operations will determine if funds are available in the Capital Projects Fund, operating capital account, or Bond Fund.
  - c. Once financial options are determined the Department of Finance & Business Operations shall submit the change to the City Council for endorsement and amendment of the project budget.

#### 11.09 APPRAISAL CONTRACTS:

1. Through the course of purchasing or selling property, the City will need to obtain appraisals to determine the fair and reasonable value of a property.
2. The City shall solicit Request for Proposals (RFPs) for appraisal services.
  - a. The requests will be sent to at least three appraisal firms.
  - b. The proposals shall be evaluated by the Departments of Community Development and Finance & Business Operations and a selection made.
3. As an alternative, the City may elect to do an annual RFP for appraisal services.

The same procedures listed in 11.09 2 shall be utilized and then the firm will have a one-year contract to perform all appraisals for the City during that year. The City may elect, however, at any time during the year to seek new RFPs for select appraisals if advantageous to the City.

11.10 LEASE-PURCHASE AND RENTAL AGREEMENTS:

1. Lease-Purchase:

- a. An agreement that conveys the right to use property, plant or equipment, usually for a stated period of time, that meets one or more of the criteria set forth in SFAS No.13 for lease capitalization. The criteria are:
  - 1) The lease transfers ownership by the end of the lease term.
  - 2) The lease contains a bargain purchase option.
  - 3) The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
  - 4) The present value of the minimum lease payments equal or exceed 90 percent of the fair value of the lease property.
- b. An evaluation shall be made by the department making the purchase to determine if lease-purchase or cash purchase of a piece of equipment is more cost effective.
- c. If a lease-purchase is considered the most cost effective method of obtaining property, the purchase shall be made in accordance with other provisions in this manual and shall be approved by Finance & Business Operations

2. Rental Agreement:

- a. A rental agreement is any lease agreement that does not meet the criteria for capitalization set forth in SFAS No.13 and described in Section 11.09 1a.
- b. An evaluation shall be made by the department making the purchase to determine if rental of equipment or a cash purchase is more cost effective.
- c. Rental agreement for all vehicles or for equipment with a fair market value greater than \$5,000.00 requires prior approval of the Finance & Business Operations Department.

11.11 PAYMENTS AND RETENTION FROM PAYMENTS ON FORMAL CONTRACTS

1. Department's responsibilities:

- a. Process the bills from contractors and withhold 5% of retainage on each contractor payment.
- b. Receive final acceptance of the project from the City Council.

- c. Process the bill that will pay the five percent retainage and notify the Financial Services Division that the payment must be held for thirty days.
  - d. Provide to Financial Services the appropriate contractor information prior to the start of the project for registration of sales tax exemption certificates.
2. Financial Services Responsibilities:
- a. Write and deliver the checks making monthly pay estimates to the contractors.
  - b. Hold the final payment for thirty days after final acceptance by Council.
  - c. Register the project and contractors with the State on-line system at the beginning of the project for sales tax exemption certificates.
3. Early Release of Retainage:
- a. At any time after all or any part of the work on the formal contract is substantially completed, the contractor may request the release of all or part of the retained funds owed. The request by the contractor shall be accompanied by a sworn statement of the contractor that, ten calendar days prior to the filing of the request, notice was given to all known subcontractors, sub-subcontractors, and suppliers.
  - b. A project is considered substantially complete if the project has been substantially completed in general accordance with the terms and provisions of contract; if the project is substantially complete so that the City can occupy or utilize the public improvement for its intended purpose; if the public improvement has been designated substantially complete by the architect or engineer on the project; or if the project is considered substantially complete because the City is occupying or utilizing the public improvement for its intended purpose.
  - c. After receiving the request, if the contractor has met the requirements noted above, the City must release the retainage within thirty (30) days.
  - d. The City does reserve the right to withhold 200% of the value of the uncompleted work as determined by the City.

## SECTION 12

### RECEIVING, INSPECTION, AND TESTING

#### 12.01 INSPECTION:

The using department has the responsibility of inspecting all supplies delivered and services received to determine compliance with the specifications and contracts. The using department shall take such action as necessary to obtain the proper supplies or services from the vendor. Shipments must also be inspected for possible loss or damage, which may have occurred in transit. Any such loss or damage must be noted on the freight company waybill, signed by the delivering carrier and the City employee that inspected the shipment. The waybill and any other pertinent information shall be filed with Financial Services. An Administrative clerk in Financial Services will match the waybill with the invoice when received.

#### 12.02 TESTING:

The testing of materials should be performed when necessary to assure the using department that purchases are satisfactory. The importance of adequate inspection and testing cannot be over-emphasized. It has the following effects:

1. It prevents the direct loss accruing from acceptance of and payment for defective supplies.
2. It has the salutary effect on vendors since the knowledge that supplies will be carefully inspected and may be tested deters the shipment of inferior supplies.
3. It discloses those manufacturers whose supplies consistently conform to specifications, as well as those who habitually take full advantage of the maximum tolerance permitted.
4. It calls to the attention of the vendor imperfections in the products, which the vendor may be voluntarily willing to remedy.

#### 12.03 COMPLETION OF RECEIVING REPORT:

When it is determined that materials or services have been received in good condition and in compliance with the order, the necessary receiving information for capital assets must be forwarded to the Financial Services Division in accordance with the instructions in Section 6 of this manual.

SECTION 13  
MATERIALS MANAGEMENT

13.01 INVENTORY:

1. Using Department's Responsibilities:

- a. Each department is responsible for stocking their own frequently-used inventory items and for maintaining control over those items.
- b. On June 30 of every year each department must make a physical count of the inventory they have on hand that day.
  - 1) Inventory items are operating supplies that are expected to be used within a year.
  - 2) The list of inventory on hand on June 30 must include the name of the item, the number on hand, the cost per unit, and total cost.

2. Financial Services' Responsibilities:

- a. Acquire from each of the departments their inventory lists to be included in the audit.
- b. On June 30 spot-check the department inventory listing to ensure accuracy.

13.02 SMALL EQUIPMENT INVENTORY:

1. Using Department's Responsibilities:

- a. Each department is responsible for tracking their small equipment inventory. These items may include, but are not limited to, calculators, small hand tools, rakes, shovels, and office furniture.
- b. Annually, each department must make a physical count of the small equipment inventory that they have.
- c. Include the cost per unit for each inventory item.

2. Financial Services' Responsibilities:

- a. Acquire from each of the departments their small equipment inventory list.
- b. Annually spot-check the departments as they identify their small equipment inventory.

SECTION 14  
SURPLUS PROPERTY

14.01 DEFINITION:

Surplus property is that City-owned property which is no longer required or has no practical use by the City. City property shall not be appropriated for private purposes. Surplus property having value will be disposed of in accordance with this Section.

14.02 RESPONSIBILITIES:

The using department shall be responsible for the disposal of all surplus property except as indicated below:

1. Items that have no practical salvage value shall be taken to the Transfer Station.
2. Items that are found at City locations that have not been claimed after a reasonable time and that have nominal or no value will be destroyed or donated.
3. Real estate or any interest in land can only be disposed of by resolution of the City Council after published notice and public hearing. (See Section 364.7 Code of Iowa)
4. Items seized, confiscated, or found by the Police Department shall be handled and disposed of in accordance with applicable Federal, State, and local requirements.
5. Items purchased with grant funds shall be disposed of in accordance with applicable grant requirements.
6. If the disposal is a capital asset item, the using department shall prepare a disposal record to be entered into the Capital Asset System.

| 14.03 METHODS OF DISPOSAL:

It shall be the responsibility of using departments to notify the Financial Services Division of surplus property in their possession. The method of disposal shall be determined by the Director of Finance & Business Operations.

1. Transfer to other departments: Transfer may be made if a need for the

property exists in other departments of the City. The Financial Services Division shall be notified of the transfer of any item, which has been assigned a capital asset number.

2. Trade-in: Materials may be used in trade if determined by the using department to provide maximum return for the City.
3. Public Auction: The using department may sell surplus property at public auction, provided that the quantity and types of surplus property on hand warrant such action. Any expense incurred in conducting the auction shall be deducted from the auction receipts. Each department shall be informed of the net auction receipts credited to their accounts.
4. Sale: Quotations may be solicited for the sale of surplus property having a sale value of less than \$25,000.00. Formal bids must be solicited for property with a sale value in excess of \$25,000.00.
5. Cannibalizing: Items may be disassembled and used for parts provided that this method is determined by the using department to provide a maximum return for the City.
6. Property, other than land, which has no practical use by the City, but may have value to another governmental body, may be donated to that governmental body for their use.
7. No surplus or obsolete property shall be given to or salvaged by employees
8. Surplus property having a very small nominal value may be sold to employees through an open and fair process.

#### 14.04 DISPOSAL OF POLICE AND PUBLIC SAFETY BADGES:

Since public safety badges are evidence of the holder's apparent law enforcement authority, special procedures should be used when disposing of these items.

1. If an officer does not want to receive his or her badge upon termination of employment, competitive bidding process should be used as described in Section 14.03 4.
2. Before the badge is sold to an outside party or before being given to the officer, it shall be embedded in acrylic or in some other manner rendered incapable of being misused as police or public safety identification.

SECTION 15  
FOLLOW-UP AND EXPEDITING

15.01 FOLLOW-UP:

The requesting department will attempt to reconcile shipment and/or delivery problems with the vendor. In all cases of damaged materials, the carton and materials must be held for inspection by the freight company in order to file claim for damages incurred during shipment.

15.02 EXPEDITING:

IF A SHIPMENT IS NOT RECEIVED within a reasonable amount of time, the requesting department should contact vendors in an attempt to expedite shipments.

15.03 REQUESTING DEPARTMENT RESPONSIBILITIES:

It is the responsibility of the using department to plan in advance. Requests for rush deliveries add to the cost of materials and/or services.

Requisition for Purchase forms should be submitted with sufficient time allowed for:

1. Solicitation of bids or quotations.
2. Evaluation of bids or quotations.
3. Receipt of order by the vendor.
4. Delivery, either from vendor's stock or from the manufacturer.

15.04 FINANCIAL SERVICES DIVISION RESPONSIBILITIES:

Financial Services has the responsibility to process requisitions as quickly as possible.

## SECTION 16

### REIMBURSEMENTS FROM PETTY CASH

#### 16.01 DESCRIPTION:

A Petty Cash Fund will be maintained by various departments and divisions as authorized by the Financial Services Division. Valid requests for reimbursement will be made from this fund. The fund will be reimbursed after supporting documentation for the petty cash expenditures have been submitted to the Financial Services Division.

#### 16.02 REQUEST FOR REIMBURSEMENT PROCEDURE:

A Request for Reimbursement – Documentation should be prepared to reimburse City employees for the purchase of minor non-inventory items in an amount not to exceed \$25.00 per incident.

1. Valid petty cash requests: City employees shall be reimbursed through the Petty Cash Fund for items such as small office supplies, postage, minor automobile and equipment parts and services, and small miscellaneous items.
2. A supplier's cash receipt must be submitted to the departmental employee assigned to the Petty Cash Fund -in order for a City employee to be reimbursed from the Petty Cash Fund. No reimbursement will be made without a supplier's cash receipt.
3. Request for Reimbursement – The documentation will be completed by the departmental employee assigned to the Petty Cash Fund : The following information will be included on the documentation:
  - a. Date of request.
  - b. Date of actual purchase.
  - c. Complete account number to be expensed.
  - d. Name of supplier.
  - e. Supplier's receipt number, if given on the receipt.
  - f. Quantity and brief description of each item purchased.
  - g. Approved signature on file of person requesting the reimbursement.

- h. The documentation -should be retained with the Petty Cash Fund and submitted to Financial Services when a request to reimburse the Petty Cash Fund is requested.
4. Supplier's receipt: The following information must be included on the supplier's original receipt which is attached to the documentation:
    - a. Supplier's name.
    - b. Each item purchased.
    - c. Total amount paid.
    - d. Indication that supplier was paid cash.
  5. All reimbursements will be signed as received; reimbursements will not be sent through inter-office or regular mail.
  6. Nonvalid Petty Cash requests: City employees will not be reimbursed through the Petty Cash Fund for any of the following items:
    - a. Travel and travel expenses (exception: fees for parking with no other related travel expenses).
    - b. Conference expense.
    - c. Training fees and related expense.
    - d. Meals, whether or not associated with travel, conferences, training or overtime (exception: food items that are purchased for City related business meetings may be reimbursed through the Petty Cash Fund.)
    - e. Purchase of capital items.
    - f. Inventory stock items purchased by blanket contract, such as office supplies.

The departmental employee responsible for the Petty Cash Fund shall reimburse the employee after the Request for Reimbursement has been completed and presented along with the supplier's cash receipt.

SECTION 17  
TRAVEL AND EDUCATION REPORTS

17.01 TRAVEL AND EDUCATION REPORTS:

The City Council approves by resolution annually an operating budget, which includes an 8300 series line item providing for travel and education of employees.

1. Purpose: The purpose of this policy is to establish the procedures for approving travel and education requests and the monitoring of said requests.
2. Procedure:
  - a. Travel Policy
    - 1) Employees holding jobs that require travel are expected to travel as a condition of employment. For all other jobs, travel is considered only an incidental function of the position, but may be required.
    - 2) All in-state and out-of-state travel requests are approved by the Mayor, or in the absence of the Mayor, the Mayor Pro Tem. All non-budgeted travel requests are approved by the Mayor and Controller/City Treasurer. Travel request forms are available from the Financial Services -Division and must be completed and approved prior to travel.
    - 3) Department Directors and their Assistants are encouraged to attend National, State, and local events that are within the range of responsibilities of that particular Department. Active participation such as holding offices in National and State organizations is also encouraged.
    - 4) Upon completion of the career development experience out-of-state, each employee shall complete a "Travel Assessment Report" that shall be attached to the request for travel form.
    - 5) The travel assessment report will be scanned in with the request for travel form and the Mayor and council members may request from the Financial Services Division to review the report.

- 6) All travel requests are to be reviewed by the Department Director using the following described travel guidelines as a basis for approval or disapproval of the request:
  - a) Federal, State or local mandated training: Required training for licensing, certification, or other qualifications.
  - b) Preparatory Training: Applies where an employee's future job responsibilities, in all probability, will incorporate and require new or little used skills, which can be readily acquired only by outside training.
  - c) Legislative/Intergovernmental: Meetings that appear to hold high potential for long-term positive or negative effect(s) upon the City and/or Department.
  - d) National, Regional, or State conferences and workshops: Attendance contingent upon quality of workshop/conference as this relates to staff member's current job responsibilities.
  - e) Officer in Professional Organization: Employee serves as an officer in their respective professional organization. (Requires prior approval and encouragement by the Mayor, and Department, where applicable.)
- 7) Under normal circumstances, employees should make all travel arrangements for transportation and lodging. In addition, all mileage or usage credits awarded by transportation, credit card, and other travel service companies are to be assigned to the City.
- 8) The City may issue guidelines specifying or restricting travel booking requirements. Under normal circumstances, employees should use the most expedient mode of transportation available, book the least expensive fares, and stay in and eat at moderately priced establishments. Also, key employees who are traveling together should try to schedule transportation and lodging separately to minimize risks from accidents.
- 9) Employees must provide their supervisor with a copy of their itinerary before leaving on business travel.

b. Travel Finance

- 1) Employees who travel and request payment from the City for travel expense must comply with the following:
  - a. Travel expenses, such as lodging, parking, and meals will be

paid by the employee at the time of the travel, and the City will reimburse the employee after receiving bona fide receipts and the completion of a "Request for Travel and Statement of Expenses" form by the employee. The bona fide receipt turned in must reflect the itemized purchased items, and it shall not be a charge slip that only reflects the total amount charged. The Controller/City Treasurer shall determine the appropriate documentation regarding parking, automobile expenses, lodging, and meals.

- b. The federal approved maximums for reimbursement of meal expenses shall be used as a guideline. Employees must submit their receipts to the Financial Services Division for authorization of reimbursement. An exception to the above limits would be a meal that is included as part of a meeting or seminar. The total amount of the meal will be paid in that case. If a meal is included in the price of a meeting or seminar and the employee chooses to purchase a meal elsewhere, the employee shall be responsible for the expense of that meal unless medical reasons require that the employee separately purchase a meal.
- c. Pre-billed expenses, such as airfare, lodging and registrations will be prepaid to the vendor if advance payment is requested by the employee and the City is billed by the vendor. Mileage will be reimbursed, when appropriate, at the current Federal rate for mileage reimbursement.
- d. If airfare would be more economical than driving a vehicle, but the employee chooses to drive their personal vehicle, the employee may be reimbursed the expense of the airfare with approval of the Department Director.
- e. The employee shall submit to the Department Director within 30 days bona fide original receipts for all travel and education expenses, including meals. Photocopies of receipts will not be allowed, unless approved by Controller/City Treasurer. The employee shall not be reimbursed by the City for any expense not documented by receipt, unless an exception report is signed by the employee, the supervisor, and the Controller/City Treasurer. The form can be provided for by the Financial Services division.
- f. The Department Director and Controller/City Treasurer shall

be responsible for determining cash receipts' authenticity and eligibility for reimbursement. An adjustment to the meal expense may be made at this time upon the approval of the Controller/City Treasurer.

- g. State regulations prohibit reimbursement for liquor expenses associated with meals.
  - h. If determined by the Department of Finance & Business Operations that a per diem system for travel finances is a more cost effective approach, it will be implemented by Finance & Business Operations and departments will be notified. If implemented, the per diem system will be administered in accordance with IRS regulations.
- 2) Employees traveling on City business and driving a City vehicle may appropriately use the City vehicle for incidental purposes while not on City business when traveling out-of-town.
  - 3) Travel expenses of a spouse, or other dependent, will not be paid or reimbursed and are the employee's personal responsibility. Further, non-City employees and the employee's spouse or other dependent, are not authorized to drive or be a passenger in City vehicles without the prior approval of the Department Director. Immediate family members may be allowed to travel with an employee in a City vehicle provided a waiver of liability form (available from the Legal Services Division) is signed and with the approval of the Department Director.

#### 17.02 REIMBURSEMENT PROCEDURE:

All employees are urged to use discretion and to seek economic and convenient lodging, transportation and meals. Employees are required to complete a Travel and Expense report for each conference and/or training session. Any expense not listed in this section shall be excluded from reimbursement.

- 1. A Travel and Expense form is to be filed with the Financial Services Division within 30 days after returning. The Financial Services Division will audit all Travel and Expense reports within 48 hours of receipt.
- 2. The Travel and Expense form shall have valid original receipts attached for all reimbursable expenses.
- 3. The Travel and Expense form should contain the following information (see

sample form):

- a. Name of person incurring expense.
- b. Job position title of person incurring expense.
- c. Department.
- d. Address to which reimbursement, if due, is to be mailed.
- e. Purpose of travel, i.e. name of conference or training course and location of conference or training session.
- f. Dates of conference, training session.
- g. Amount of expense, by date and type of expense.
- h. Total amount of each type of expense (include total number of miles, if mileage reimbursement is requested).
- i. Total amount of expense by date.
- j. Grand total of expenses.
- k. Amounts of prepaid expenses.
- l. Total of prepaid expenses.
- m. Amount due employee as reimbursement; or amount due City.
- n. Classification of claimant.
- o. Signature of claimant.
- p. Department Head signature.

17.03 EMPLOYEE REIMBURSEMENT REPORT:

This form is to be used by City employees, elected officials and appointed officials who, on a regular basis, use their personal vehicle to conduct City business and do not have access to a city vehicle. This form is not to be used to report mileage, which would more properly be recorded, on a Travel and Expense report. This form may also be used to report miscellaneous reimbursable expenses not associated with a conference or travel. The form instructions are as follows:

1. For mileage, each trip should be recorded by date.
2. The report is to be forwarded to the Financial Services Division for processing and payment in accordance with section 7 of this manual.
3. Other expenses should be recorded by date and a description of the expense should be noted.
4. The miles and expense columns should be totaled.
5. The account number that the expenses should be charged to should be recorded on the reimbursement form.
6. Mileage shall be reimbursed at the maximum allowable rate under federal internal revenue service rules per mile.
7. The form should be signed by the claimant and the claimant's supervisor.

**Written Statement for Missing Meal Receipt/Invoice**

**I acknowledge that I have not provided a receipt in accordance with City Policy 402 (Meal Reimbursement) and/or City Policy 403(Travel). I understand that the City uses receipts to document the type of expense, the appropriateness of the expense, and the reasonableness of the expense. In lieu of the required receipt, I will attest with my signature below that the item(s) purchased or service provided was a City business expense and that there were no prohibited purchases, including alcohol, included in the purchase.**

Restaurant/Establishment: \_\_\_\_\_

Description of Purchase (detailed): \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Amount of Purchase: \$ \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Printed Name of Employee: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

Controller/City Treasurer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION 18  
EQUIPMENT PURCHASE, VEHICLE MAINTENANCE,  
AND DATA PROCESSING

18.01 SPECIFICATIONS:

For any vehicle with a value of \$5,000.00 or greater which is to receive a capital asset tag number, the Manager of the Public Works/Parks Division or his/her designee shall be responsible for the development and codification of specifications.

1. Specifications are to be developed within the defined goals of the Vehicle Maintenance Section.
2. It is anticipated that there will be a high degree of involvement of the appropriate using department head.
3. The Director of Finance & Business Operations shall be involved in final approval of specifications.
4. Specifications shall be approved and signed by the Manager of the Public Works/Parks Division, the using Department Director, and the Director of Finance & Business Operations, with the option for City Administrator approval if deemed necessary due to conflict between the above individuals.

18.02 REQUISITION FOR PURCHASE:

1. The Manager of the Public Works/Parks Division shall initiate a Requisition for Purchase and forward to the Financial Services Division, along with the specifications. If the Requisition for Purchase is initiated by the using Department Director or the Financial Services Division, it must be submitted to the Manager of the Public Works/Parks Division for approval before further action can be taken.
2. Budget approval shall be performed by the Financial Services Division. Variations from budget shall be referred to the Director of Finance & Business Operations for final approval with Budget Amendment Form, if required.

18.03 SOLICITATION OF BIDS AND/OR QUOTATIONS:

1. Formal bids and/or informal quotations shall be solicited by the Vehicle Maintenance Section in accordance with purchasing procedures.

2. Bids and/or quotations shall be reviewed by the Director of Finance & Business Operations in consultation with the Manager of the Public Works/Parks Division and the using department head to secure the appropriate equipment at the most favorable cost. Life Cycle Cost Analysis shall be used if appropriate.
3. If consensus cannot be reached by the Manager of the Public Works/Parks Division, the using department head, and the Director of Finance & Business Operations, final approval shall be required from the City Administrator.

18.04 PURCHASE:

1. After all required criteria have been met, the Vehicle Maintenance Section shall be responsible for placing the order with the selected vendor.
2. The Vehicle Maintenance Section shall be responsible for monitoring the delivery schedule. There shall be established a system whereby a weekly contact is made based upon agreed delivery.
3. Upon receipt and acceptance of the vehicle, the Manager of the Public Works/Parks Division will sign the receiving copy of the Requisition and forward to Financial Services for payment procedures.

18.05 ASSET STATUS OF EQUIPMENT:

Newly purchased equipment will be an asset of the using department.

1. Capital asset tags shall be assigned to every piece of equipment with a value of \$5,000 or greater and a life expectancy of greater than one year. It is also recommended that a capital asset tag be assigned to inventory with a value between \$500 - \$4,999 or as needed by the department.
2. It is the responsibility of the using departments to attach the capital asset tag to the equipment, complete an Input Data Collection Form and return the form to the Financial Services Division for entry into the Capital Asset program.
3. Collection of "Depreciation" for Replacement of Vehicles.
  - a. Replacement funds will be collected by the Vehicle Maintenance Section for the replacement of equipment during a later budget year. The intent of this process is to accumulate replacement funds for a given piece of equipment over the anticipated life of that equipment.

- b. Each department will be charged an annual fee that will be paid to the Vehicle Maintenance Fund for maintenance on and replacement of vehicles.

18.06 COMPUTER HARDWARE AND SOFTWARE:

For any computer item, which is to receive a capital asset tag number, the Information Systems Manager, or his/her designee, shall be responsible for the development and codification of specifications.

1. Specifications are to be developed within the defined goals of the Information Systems Division.
2. It is anticipated that there will be a high degree of involvement of appropriate using department head.
3. Specifications shall be approved and signed by the using Department Director, the Information Systems Manager, and the Director of Finance & Business Operations.

18.07 REQUISITION FOR PURCHASE:

1. The Information Systems Manager shall initiate a Requisition for Purchase and forward to the Financial Services Division along with the specifications. If the Requisition for Purchase is initiated by the using Department Director or the Financial Services Division, it must be submitted to the Information Systems Manager for approval before further action can be taken.
2. Budget approval shall be performed by the Financial Services Division. Variations from budget shall be referred to the Director of Finance & Business Operations for final approval with the Budget Amendment form, if required.

18.08 SOLICITATION OF BIDS AND/OR QUOTATIONS:

1. Formal bids and/or informal quotations shall be solicited by the Information Systems Division in accordance with purchasing procedures.
2. Bids and/or quotations shall be reviewed by the Director of Finance & Business Operations to secure the appropriate equipment at the most favorable cost. Life Cycle Cost Analysis shall be used if appropriate.

18.09 PURCHASE:

1. After all required criteria have been met, the Information Systems Division shall be responsible for placing the order with the selected vendor.

2. The Information Systems Division shall be responsible for monitoring the delivery schedule. There shall be established a system whereby a weekly contact is made based upon agreed delivery.
3. Upon receipt and acceptance of the computer equipment, the Information Systems Manager will sign the receiving copy of the Requisition and forward to Financial Services for payment procedures.
4. Collection of "Depreciation" for Replacement of Computer Equipment.
  - a. Replacement funds will be collected by the Information Systems Division for the replacement of computer equipment during a later budget year. The intent of this process is to accumulate replacement funds for a given piece of equipment over the anticipated life of that equipment.
  - b. Each department will be charged an annual fee that will be paid to the Data Processing Fund for maintenance on and replacement of computers.
  - c. The Information Systems Division will be responsible for assigning Capital asset tag numbers for all computer equipment with a dollar value of \$5,000 or greater owned by the City, completing the Depreciation Record, and entering the information in the computer. It is also recommended that a capital asset tag be assigned to inventory with a value between \$500-\$4,999, or as needed by the department.
  - d. Maintenance on all computer equipment must be coordinated with the Information Systems Division.

18.10 CAPITAL ASSET PURCHASE - CAPITAL ASSETS:

1. Each department is responsible for the purchase of capital purchases other than vehicles and computer software and hardware for their department.
2. A capital purchase is defined as equipment with a value of \$5,000 or greater or a purchase of land, land improvements, buildings or infrastructure with a value of \$5,000 or greater and an expected life of greater than one year.
3. Each piece of equipment purchased with a value of \$5,000 or greater or land, land improvements, building or infrastructure with a value of \$5,000 or greater and an expected life greater than one year requires a capital asset tag. It is also recommended that a capital asset tag be assigned to inventory with a value between \$500-\$4,999 for equipment and \$1,000-\$4,999 for land, land improvements, building or infrastructure.

4. It is the responsibility of the purchasing department to attach the capital asset tag to the equipment, complete an Input Data Collection Form and return the form to the Financial Services Division for entry into the Capital Asset program.

a. Input Data Collection Form:

- 1) Item Tag: The item tag is the two-character plus five-digit number preprinted on aluminum tags. You must enter the leading zeros in the number. Example, AS00001, not AS1; PW00025, not PW25.

**CAUTION:** Once an item tag is entered into the system, IT CANNOT be changed. It can only be deleted and a new entry made.

- 2) Item Description: The item description is a brief description of the capital asset. Be consistent. (29 characters)
- 3) Item Class: The item class must be chosen from the following list of choices:

A/V	Audio/visual Equipment
ARTWRK	Artwork
BOOKS	Books
BRIDGE	Bridges
BUILD	Buildings
COMPUT	Computers and related
FURN	Office furniture
IMPROV	Land improvements
INFRAS	Infrastructure
LAND	Land
MACHIN	Office machines
MECHAN	Mechanical equipment
PUBSAF	Public Safety
ROADEQ	Road maintenance equipment
SHOPEQ	Shop equipment
SIGNAL	Traffic Signal
STORM	Storm Water
STREET	Streets
TRAIL	Trail
VEHICL	Cars and road vehicles

- 4) Item Type: The item type must be selected from the following list:

FA – Capital Asset- of \$5,000 or more  
IN – Inventory item  
IS – Infrastructure - Sewer

- 5) Department: Enter the identification for the department (department name prior to 2014 Reorganization) that owns this item, taken from the following list:

AS	Administrative Services
DS	Developmental Services
HL	Human and Leisure Services
LI	Library
PS	Public Safety
PW	Public Works
VM	Vehicle Maintenance

- 6) Serial Number: Enter the item's serial number, if one exists. (20 characters)
- 7) Manufacturer/Make: Enter the name of the manufacturer, or the item's make, if applicable. (14 characters)
- 8) Model: Enter the item's model, if applicable. (14 characters)
- 9) Model Year: Enter the item's model year, if applicable. (4 digits)
- 10) Condition Code: Enter the code that best describes the item's condition, taken from the following list:

1	New (up to one year old)
2	Good
3	Fair
4	Poor
5	Unusable Junk
6	Mixed
7	Not applicable
8	Undeveloped Land
9	Developed Land

- 11) Owning Fund: Enter the number identifying the fund that owns this item:

01	General Fund
06	Street
09	Data Processing
15	Hospital

- 17 – Section-8
- 23 – Block Grant
- 51 – Refuse
- 52 – Sewer
- 54 – Cable
- 55 – Storm Water
- 58 – Parking
- 61 – Visitor & Tourism
- 62 – Community Center
- 85 – Vehicle Maintenance

12) Site: The Division that owns or is responsible for the asset:

ADM	Administration
CC	Community Center
CEM	Cemetery
CHE	City Hall Expansion
COM	Community Development
CTV	Cable TV
DP	Data Processing
ED	Economic Development
ENG	Engineering
FIRE	Fire
GOLF	Golf
HRST	Hearst Center
II	Infrastructure – Sewer
INS	Inspections
LIB	Library
PB	Public Building
PM	Parking Fund
POL	Police
PRK	Parks
PRNT	Print Shop
REC	Recreation
REF	Refuse
STR	Street
STW	Storm Water
SW	Sewer
TO	Traffic
V&T	Visitor & Tourism
VM	Vehicle Maintenance
WR	Water Reclamation

13) Insurance: This code identifies the type of insurance coverage the City has for this item, taken from the following list:

BLNK	Blanket insurance coverage - All Assets
ITEM	Itemized insurance coverage
SLFI	Self-insured

14) Type: This code identifies the fund and type of property. Financial Services will complete this field.

EQDP	Data Processing
EQEN	Engineering
EQGB	General building
EQGF	General equipment
EQGL	General land
EQLI	Library
EQRF	Refuse
EQSB	S.R. building
EQSI	Sewer infrastructure
EQSR	Sewer rental
EQST	Street infrastructure
EQTR	Trails
EQVH	Vehicle maintenance

15) Optional Code C: This code identifies the cost range that the item falls into, taken from the following table:

A	\$25,001 and over cost
B	\$10,001 -\$25,000 cost
C	\$ 1,001 -\$10,000 cost
D	\$ 501 -\$ 1,000 cost

16) Base Cost: Enter the base cost of the item. (10 digits, including 2 decimals)

17) Freight Cost: Enter the freight cost if there was one. (10 digits, including 2 decimals)

18) Accessory Cost: Enter accessory costs, if any. (10 digits, including 2 decimals)

19) Other Cost: Enter any other costs involved in the acquisition. You may want to enter the amount of a trade-in here as a negative number. (10 digits, including 2 decimals)

20) Unit of Measure: Enter the unit of measure for this item from the following list:

ACRE  
EACH  
FEET  
SOFT  
OTHR  
Acres of land  
Each separate item  
Linear feet  
Square footage  
Other

21) Acquisition Type: Enter the type of acquisition, taken from the following list:

CONF	Confiscation
CONS	Constructed
EDOM	Eminent domain
FORC	Foreclosure
GIFT	Gift
INST	Installment purchase
LEAS	Leased
LPUR	Lease-purchase
OTHR	Other
PURC	Outright purchase
TAXF	Tax forfeiture
TRAP	Trade
UNKN	Unknown

22) Acquisition Date: Enter the date the item was acquired.

23) Total Cost: Total cost of asset including freight, accessories, installation and any other costs.

24) Quantity: Enter the quantity acquired. This will usually be a quantity of one. (5 digits)

25) Source of Funds: Enter the four-digit number for the source of funds for the purchase, taken from the following list:

3000	3070
3010	3080
3020	Charges for services
3030	Property taxes
3040	Block grant
3050	Section 8 housing
3060	Federal revenue sharing

State grant                      Gift  
Endowment                      Tax Levy

- 26) Vendor Name: Enter the name of the vendor that the item was acquired from. (24 characters)
  - 27) Invoice Number: Number from the invoice.
  - 28) PO Number: Purchase order number, if used.
  - 29) Check and Date: Enter the number of the check that paid for the item, and the check date, if known.
  - 30) Purchase Account: Enter the general ledger account number that the item was paid from, in the format xxx-xxxx-xxx-xx.xx.
  - 31) Fund of Purchase: Enter the number of the fund from which the purchase was made. (2 digits; same list as used for #11)
- b. Disposal Record: A disposal record must be added for each asset as it is disposed of. A given asset may have up to nine disposal records. The dollar fields on the disposal record are for record and reporting purposes only and do not enter into any calculations. The sample screen on the following page shows all the fields to be completed for each disposal.
- 1) Item Tag: The item tag is re-displayed from the master record.
  - 2) Item Class: The item tag is re-displayed from the master record.
  - 3) Quantity: The quantity field in the disposal screen is pre-supplied with a quantity of one. This number may be changed to any appropriate amount. If a partial disposal or multiple disposals exist for a single asset, it may be appropriate to indicate a zero quantity on a disposal record. (6 digits)
  - 4) Disposal Date: Enter the date of the disposal. This is a mandatory field. (4 digits)
  - 5) Disposal Type: Enter the four-character code for the type of disposal, taken from the following list:

DISC	RETN
GIFT	SOLD
LOSS	TRAD
OTHR	Discarded or junked

Given as a gift	Returned to owner
Theft, Vandalism,	Sold
Lost	Traded in
Other	

6) Disposal Reason: Enter the four-character code for the reason for the disposal, taken from the following list:

COST	No longer cost effective
END	End of lease
LOSS	Casualty loss
LOST	Misplaced
OBSO	Obsolete
OTHR	Other reason
THEF	Theft or vandalism
WORN	Worn out

7) Disposed To: Enter the name of the vendor, person, or agency the asset was disposed to. (14 characters)

8) Traded For: If the item was traded, enter a description of what exactly it was traded for.

9) G/L Account For Disposal: Enter the general ledger account number that is affected by the disposal, in the format xx-xxx-xxxx.

10) Receipt: Enter the receipt number, if cash was received. (6 digits)

11) Amount Of Proceeds: Enter the amount of cash received. (10 digits, including 2 decimals)

18.11 DEPRECIATION:

Depreciation on capital assets will be computed using the straight-line method over the useful lives of the assets. The estimated useful lives for categories of assets will be as follows:

Computer Equipment	Traffic Signals
Equipment	Streets
Office Equipment	Buildings
Vehicles	Land Improvements
Parking Lots	Storm Water
Furniture	Bridges
Large Vehicles	Lift Stations

Sewer	20 years
Historic Buildings	30 years
5 years	40 years
10-30 years	40 years
10-30 years	40 years
10-20 years	45 years
15 years	50 years
20 years	50 years
20-40 years	100 years

**CITY OF CEDAR FALLS  
CAPITAL ASSETS  
INPUT DATA COLLECTION FORM**

**Master Record**

Department: Administrative Services

Item Tag: \_\_\_\_\_ Division: \_\_\_\_\_

Item Description: \_\_\_\_\_

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND  
(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL A/V

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)  
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: AS

Serial Number: \_\_\_\_\_

Manufacture/Make: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A  
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 06-Street 09-DP 54-Cable 58-Parking 85-Veh Mnt

Site: ADM - Administration PER - Personnel CTV - Cable TV  
PR - Public Record/Fin. DP - Data Processing PM - Parking Fund

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQGL - Land  
EQDP - Data Processing EQVH - Vehicle

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000  
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Freight Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Accessory Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Other Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Total Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Quantity: \_\_\_\_\_

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ PO Number: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Purchase Account: \_\_\_\_\_

Fund of Purchase: 01-General 06-Street 09-DP 54-Cable 58-Parking 85-Veh Mnt

**CITY OF CEDAR FALLS  
CAPITAL ASSETS  
INPUT DATA COLLECTION FORM**

**Master Record**

Department: Developmental Services

Item Tag: \_\_\_\_\_ Division: \_\_\_\_\_

Item Description: \_\_\_\_\_

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND

(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL A/V

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)  
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: DS

Serial Number: \_\_\_\_\_

Manufacture/Make: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A  
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 06-Street 20-Sect 8 23-Blk.Grant 51-Refuse 52-Sewer 85-Veh Mnt

Site: ADM - Administration ENG - Engineering INS - Inspections PL - Planning

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQEN - Engineering  
EQRF - Refuse Fund EQSR - Sewer Fund EQVH - Vehicle Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000  
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Freight Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

Accessory Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Other Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Total Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Quantity: \_\_\_\_\_

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ PO Number: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Purchase Account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ . \_\_\_\_\_

Fund of Purchase: 01-General 06-Street 20-Sect 8 23-Blk.Grant 51-Refuse 52-Sewer 85-Veh Mnt

**CITY OF CEDAR FALLS  
CAPITAL ASSETS  
INPUT DATA COLLECTION FORM**

**Master Record**

Department: Fire Department

Item Tag: \_\_\_\_\_

Division: Fire

Item Description: \_\_\_\_\_

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND  
(Circle One) MACHIN MECHAN PUBSAF ROADEQ SHOPEQ VEHICL AV

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)

IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: PS

Serial Number: \_\_\_\_\_

Manufacture/Make: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A  
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01 - General 85 - Vehicle Maintenance

Site: FIRE - Fire

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQVH - Vehicle Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000  
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: \_\_\_\_\_ Freight Cost: \_\_\_\_\_

Accessory Cost: \_\_\_\_\_ Other Cost: \_\_\_\_\_

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: \_\_\_\_\_

Total Cost: \_\_\_\_\_ Quantity: \_\_\_\_\_

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ PO Number: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_\_

Purchase Account: \_\_\_\_\_

Fund of Purchase: 01 - General 85 - Vehicle Maintenance

**CITY OF CEDAR FALLS  
CAPITAL ASSETS  
INPUT DATA COLLECTION FORM**

**Master Record**

Department: Human & Leisure Services

Item Tag: \_\_\_\_\_ Division: \_\_\_\_\_

Item Description: \_\_\_\_\_

Item Class: BUILD COMPUT CONST FURN IMPROV INFRAS LAND  
(Circle One) MACHIN MECHAN ROADEQ SHOPEQ TRAIL VEHICL BOOKS

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)  
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: HL

Serial Number: \_\_\_\_\_

Manufacture/Make: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A  
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 61-Visitor 62-Com Ctr 85-Veh Mnt.

Site: ADM-Admin CEM-Cemetery COM-Com.Ctr. GOLF-Golf HRST-Hearst LIB-Library  
PRK - Parks LIB-Library PRNT-Print Shop REC-Recreation V&T-Visitor & Tourism

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB - Building EQGF - Equipment EQVH - Vehicle Maint.  
EQGL - Library EQTR - Trails

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000  
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Freight Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

Accessory Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Other Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Total Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Quantity: \_\_\_\_\_

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ PO Number: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Purchase Account: \_\_\_\_\_

Fund of Purchase: 01-General 61-Visitor 62-Com Ctr 85-Veh Mnt.

**CITY OF CEDAR FALLS  
CAPITAL ASSETS  
INPUT DATA COLLECTION FORM**

**Master Record**

Department: Police Department

Item Tag: \_\_\_\_\_

Division: Police

Item Description: \_\_\_\_\_

Item Class: BUILD    COMPUT    CONST    FURN    IMPROV    INFRAS    LAND  
(Circle One) MACHIN    MECHAN    PUBSAF    ROADEQ    SHOPEQ    VEHICL    A/V

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)  
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: PS

Serial Number: \_\_\_\_\_

Manufacture/Make: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

Condition Code: 1 - New    2 - Good    3 - Fair    4 - Poor    5 - Ususe    6 - Mixed    7 - N/A  
8 - Undeveloped Land    9 - Developed Land

Owning Fund #: 01 - General    58 - Parking    85 - Vehicle Maintenance

Site: POL - Police    PM - Parking Meter

Insurance: BLNK - Blanket Insurance    ITEM - Itemized Insurance    SLFI - Self Insurance

Type: EQGB - Building    EQGF - Equipment    EQVH - Vehicle Maint.

Cost Group: A - \$25,000 & over    B - \$10,000 - \$25,000    C - \$1,001 - \$10,000  
D - \$500 - \$1,000    E - \$1 - \$500

Base Cost: \_\_\_\_\_ Freight Cost: \_\_\_\_\_

Accessory Cost: \_\_\_\_\_ Other Cost: \_\_\_\_\_

Unit of Measure: ACRE    EACH    FEET    SQFT    OTHR

Acquisition Type: PURC - Purchase    GIFT - Gift    Acquisition Date: \_\_\_\_\_

Total Cost: \_\_\_\_\_ Quantity: \_\_\_\_\_

Source of Funds: 3000 - Chg for Service    3010 - Prop. Tax    3050 - Grant    3070 - Gift    3080 - Tax Levy

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ PO Number: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_\_

Purchase Account: \_\_\_\_\_

Fund of Purchase: 01 - General    58 - Parking    85 - Vehicle Maintenance

**CITY OF CEDAR FALLS  
CAPITAL ASSETS  
INPUT DATA COLLECTION FORM**

**Master Record**

Department: Public Works

Item Tag: \_\_\_\_\_ Division: \_\_\_\_\_

Item Description: \_\_\_\_\_

Item Class: BRIDGE BUILD COMPUT FURN IMPROV INFRAS LAND  
(Circle One) MACHIN MECHAN ROADEQ SHOPEQ SIGNAL STORM VEHICL

Item Type: FA - Fixed Asset (Equip over \$2,500, Land/Bldg over \$5,000)  
IN - Inventory (Equipment under \$2,500, Land/Bldg under \$5,000) Department: AS

Serial Number: \_\_\_\_\_

Manufacture/Make: \_\_\_\_\_

Model: \_\_\_\_\_ Model Year: \_\_\_\_\_

Condition Code: 1 - New 2 - Good 3 - Fair 4 - Poor 5 - Ususe 6 - Mixed 7 - N/A  
8 - Undeveloped Land 9 - Developed Land

Owning Fund #: 01-General 06-Street 51-Refuse 52-Sewer 85-Veh Maint.

Site: II - Infrast. Sewer PB - Pub.Bldg. REF - Refuse STR - Street  
SW - Sewer TO - Traffic VM - Veh. Maint. WR - Water Rec.

Insurance: BLNK - Blanket Insurance ITEM - Itemized Insurance SLFI - Self Insurance

Type: EQGB-Building EQGF-Equipment EQRF-Refuse EQSB-Sewer Bldg  
EQSI-Sew. Infras. EQSR-Sew. Equip. EQST-Street Infras. EQVH-Veh. Maint.

Cost Group: A - \$25,000 & over B - \$10,000 - \$25,000 C - \$1,001 - \$10,000  
D - \$500 - \$1,000 E - \$1 - \$500

Base Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Freight Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

Accessory Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Other Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_

Unit of Measure: ACRE EACH FEET SQFT OTHR

Acquisition Type: PURC - Purchase GIFT - Gift Acquisition Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Total Cost: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ . \_\_\_\_\_ Quantity: \_\_\_\_\_

Source of Funds: 3000 - Chg for Service 3010 - Prop. Tax 3050 - Grant 3070 - Gift 3080 - Tax Levy

Vendor Name: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ PO Number: \_\_\_\_\_

Check Number: \_\_\_\_\_ Check Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Purchase Account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ . \_\_\_\_\_

Fund of Purchase: 01-General 06-Street 51-Refuse 52-Sewer 85-Veh Maint.

CITY OF CEDAR FALLS					
FIXED ASSETS					
INPUT DATA COLLECTION FORM					
DISPOSAL RECORD			Date		
			By		
Item Tag	_____				
Item Class	_____				
Split Count	_____				
Quantity	_____				
Disposal Date	- - - - -				
Disposal Type	_____				
Disposal Reason	_____				
Disposed To	_____				
Traded For	_____				
G/L Account	- - - - -				
Receipt	_____				
Amount of Proceeds	_____				
Gain or Loss (Finance will calculate)	_____				

**Bid/Quotation Selection Summary Form  
Equipment Purchases, Vehicle Maintenance  
And Data Processing**

Department/Division: \_\_\_\_\_

Purchase Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Formal Bid or informal quotation received from the following vendors.

(Per Accounting and Purchasing Manual Section 18: For any equipment purchase, vehicle maintenance, or data processing purchase with a value of \$2,500 or greater formal bids and/or informal quotations shall be solicited by the department/division. Please read Section 18 for full guidelines for each type of purchase. Review may be done by Financial Services Division of bid documents. Bid Documents will be retained in file at department/division making the >\$2,500 purchase for ten years. )

Vendor	Price	Vendor Selected

Is this the lowest bid?  Yes  No

If not, why: \_\_\_\_\_

\_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Rec'd by Finance Division : \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

SECTION 19  
CONFLICT OF INTEREST

19.01 POLICY:

It is the policy of the City of Cedar Falls to prohibit its elected officials and all employees (except seasonal) from engaging in any activity, practice, or act that unlawfully conflicts with, or appears to conflict with, the interests of the City. To comply with State law, the City of Cedar Falls requires all employees and City officials to sign an annual declaration of compliance with this Conflicts of Interest Policy. Since it is impossible to describe all of the situations that may cause or give the appearance of an unlawful conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and only include some of the more clear-cut examples. (See also ***Outside Employment Policy and Conflicts of Interests Policy in the City of Cedar Falls Personnel Manual, and Iowa Code Chapter 68B***)

19.02 COMPLIANCE:

1. Employees are expected to represent the City in a positive and ethical manner. Thus, employees have an obligation to avoid conflicts of interest and to refer questions and concerns about potential conflicts to their supervisor. Employees and City officials are required to sign a form containing a special statement acknowledging their understanding of and adherence to this policy on an annual basis. This form must be returned to the Financial Services Division by January 1<sup>st</sup> of every year. Employees failing to return the form in a timely manner shall be subject to disciplinary action.
2. Employees are not to engage in, directly or indirectly either on or off the job, any conduct that is disloyal, disruptive, or damaging to the City. Such prohibited activity also includes any illegal acts in restraint of trade.
3. Employees, other than off-duty police officers, are not to accept any employment relationship with any organization that does business with the City. This prohibition on employment includes serving as an advisor or consultant to any such organization, unless that activity is conducted as a representative of the City. (See also ***Outside Employment Policy and Conflicts of Interest Policy in the City of Cedar Falls Personnel Manual, and Iowa Code Chapter 68B***) Employees must discuss any outside employment and potential conflicts of interest with their Department Director and City Attorney for a determination of appropriateness of the outside activity or employment prior to the employee engaging in the activity.

4. Employees must disclose any financial interest they or their immediate family have in any firm, business or organization that does business with the City. The City may require divestiture of such interest if it deems the interest to be in conflict with its best interests.

5. Iowa Code 362.5 states, "A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of Section 11 is void. The provisions of this section do not apply to contracts not otherwise permitted by this section for the purchase of goods or services by a city having a population of more than two thousand five hundred, which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of six thousand dollars in a fiscal year." It is the policy of the City of Cedar Falls that, when the \$6,000 threshold is reached in any fiscal year (July 1 through June 30), any further potential purchases or contracts must be as a result of competitively bidding.

Finance and Business Operations will review vendor payments for potential conflict of interest and if the \$6,000 threshold is met during a fiscal year, it shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows that:

- a. The employee or any member of the employee's immediate family has a financial interest pertaining to such procurement.
- b. A business organization in which the employee, or any member of the employee's immediate family has a financial interest pertaining to such procurement.
- c. Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in such procurement.

4.

5-6. Employees and their immediate family are not to accept gifts or services, except those of nominal value, or any special discounts or loans from any person or firm doing, or seeking to do, business with the City. The meaning of gifts for purposes of this policy includes the acceptance of entertainment, free long-distance travel and lodging, and objects or produce with a value of \$3.00 or higher.

6-7. Employees are not to give, offer, or promise, directly or indirectly, anything of value to any citizen, representative of a customer, of a potential customer, business entity, organization, or of a financial institution in connection with any transaction or business that the City may have with such citizen,

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customer, potential customer, business entity, organization or financial institution.

7.8. Employees may learn or become aware of information about the City that, if known to the public, might affect the decision of a reasonable investor to buy, sell, or hold securities issued by the City. Employees are prohibited from misusing such material inside information prior to public disclosure by purchasing or selling the City's securities for their own account or for accounts of members of their immediate family. In addition, employees are not to disclose inside information to anyone, either inside or outside the organization, who does not have a lawful right to know it.

9. Any conflict or potential conflict of interest must be disclosed in writing to the City. Failure to do so will result in discipline, up to and including termination.

8. \_\_\_\_\_

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## SECTION 20

### UNIFORMS

#### 20.01 DEFINITION:

Certain employees may be required to wear certain uniforms for safety and identification purposes. In addition, an employee may be required to wear specified safety gear, including but not limited to, safety shoes, boots and safety glasses.

#### 20.02 UNIFORMS:

1. If an employee is required to wear a specific uniform, the uniforms will be paid for by the City according to union contract or departmental policy. This excludes employees covered under the Police Union Contract.
2. All uniforms that are purchased by the City for an employee shall be worn during all work hours by the employee.
3. Uniforms will be purchased by blanket contracts per Section 9 of this manual.
4. For employees covered under the Police Union Contract, a uniform allowance will be provided in accordance with their uniform policy.

#### 20.03 SAFETY EQUIPMENT:

1. All safety equipment purchased will be in accordance with union contracts or departmental policy and in accordance with Section 8 of this manual.
2. All safety equipment purchased by the City will be worn at all times by the employee while performing his/her job duties.

SECTION 21  
CELL PHONE ALLOWANCES

21.01 PURPOSE:

To establish a policy for the management and use of cellular telephones for City employees.

21.02 CELL PHONES:

1. The City recognizes a need for the use of cellular telephones by City employees in the performance of their duties. Department Directors will determine which employees in their department require the use of cellular telephones. It will be the responsibility of the Director to justify and budget for the cellular phone allowance.
2. The City will supply a City-owned cellular telephone to some designated areas including, public works shift supervisor personnel and certain other shift employees. Other than these defined areas, the City will not provide a City-owned cellular telephone to the employees designated by the Department Directors but rather will provide the employee a monthly allowance in their paycheck to offset the expense of a personal cellular telephone. The cellular telephone they use will be their personal property and therefore the employee will be responsible for the capital cost of the phone and the decision whether to carry insurance on the phone at their own expense. The employee at his or her own expense, may add extra services or equipment features as desired.
3. For the Mayor, all Department Directors, all Division Managers, and all Supervisors that have been designated by the Director as required to carry a cellular telephone, the monthly allowance shall be ~~\$3545~~. This includes a \$5 monthly equipment allowance as described below. These management employees must be on call 24 hours, 7 days a week unless on authorized vacation. If a management employee who is provided a cell phone allowance chooses to turn the phone off on off-duty hours or chooses to not answer the phone, they may lose their allowance and discipline may occur.
4. Specified positions, other than management employees that have been designated by the Department Director, that are required to carry a cellular telephone due to the fact that they are heavy daily user of cellular phones, will also receive the allowance. This allowance may range from ~~\$40-15~~ to ~~\$3545~~, depending on the employee's job requirements. This will also include the \$5 monthly equipment allowance as described below. These positions

will be required to have the phone on at all times for City business while at work and "if" on call 24 hours, 7 days a week. If they do not have the phone on or choose to not answer the phone, they may lose their allowance and discipline may occur.

5. Neither in the case of the management employees, or non-management employees, shall the allowance amount exceed the actual cost the employee is paying for their cellular telephone service. If the amount is not over ~~\$3040~~, the employee will only be reimbursed up to the actual amount paid.
6. The equipment allowance for each employee will be \$5 a month. This equipment allowance can be used by the employee for the cost of the phone or the cost of accessories (charges, belts, clips, etc).
7. Employees will be allowed to make and receive personal calls on the cellular phone since it is the employee's personal property. However, these personal calls shall not interfere with work as already provided by city policy.
8. A cellular telephone authorization form shall be completed by the employee and reviewed and signed by Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Controller/City Treasurer.
9. The allowance shall continue until the Controller/City Treasurer is notified in writing by Department Director to discontinue the allowance or at a time that the employee terminates employment with the City.
10. The employee must notify his or her own department and the Controller/City Treasurer each time the cellular phone number or cellular phone provider is changed.
11. Initially, the employee will be required to submit documentation verifying the cellular telephone number and the cost of the plan to ensure that the allowance does not exceed the allowance amount. If an employee changes their number, they shall be required to notify Financial Services immediately and provide the appropriate documentation.
12. The ~~\$35-45~~ allowance has been determined to cover the cost of a basic plan. On a periodic basis, the Financial Services Division will review the allowance amount to ensure that it is a reasonable and fair allowance. The allowance will be added to the second payroll of each month.



Date Processed:	By:
-----------------	-----

**CITY OF CEDAR FALLS  
CELLULAR TELEPHONE JUSTIFICATION**

Below are justifications for the required cellular telephone. Please answer all areas that apply to you:

1. Are you required to be on call 24 hours a day, 7 days a week? If yes, please explain.

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2. Does your position require you to spend a significant amount of time during your workday outside your office or work area? If yes, please explain.

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3. Does your position require you to travel frequently outside of the Cedar Falls area? If yes, please explain.

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4. Does your position require you to supervise or oversee several different work sites at various locations? If yes, please explain.

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5. Does your position require you to be contacted frequently for critical decisions? If yes, please explain.

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## SECTION 22

### PROCUREMENT CARD PROGRAM

#### 22.01 PURPOSE:

It is the intent of the procurement card program to provide users with an effective and efficient way to simplify and expedite the process of paying numerous vendors for approved purchases while insuring compliance with purchasing policies and the policies and procedures of other internal service providers.

1. The program is intended to provide documentation of purchases at the department level.
2. The program is intended to eliminate record keeping for vendors and expedite payment for purchases.
3. The program is intended to eliminate numerous credit application forms and related records required to set up and maintain charge accounts with infrequently used vendors.
4. The use of procurement cards shall be in compliance with all other city policies. It is the responsibility of each cardholder to comply with these policies.

#### 22.02 ROLES AND RESPONSIBILITIES:

1. The conduct of all City employees must meet the highest ethical standards, and that standard is a part of the City's procurement card program. All participants in the program are responsible for conducting themselves in such a way as to exemplify the public trust that they hold.
2. Financial Services:
  - a. It is the responsibility of Financial Services to handle issues with the card provider and cardholders regarding compliance with program policies.
  - b. It is the responsibility of Financial Services to provide policy and procedure revisions to each Department Administrative ~~Clerk~~Assistant.
  - c. It is the responsibility of Financial Services to recommend appropriate action in the event of unauthorized use of a card.
  - d. It is the responsibility of Financial Services to coordinate the card application process and keep a record of all cardholders.
  - e. It is the responsibility of Financial Services to coordinate training sessions and keep a record of those who have completed training.

- f. It is the responsibility of Financial Services to handle issues with the card provider and cardholder regarding changes in cardholder status.
- g. It is the responsibility of Financial Services to handle questions concerning payment procedures and transaction reports.
- h. It is the responsibility of Financial Services to process payments in accordance with the program policies and the contract between the City and the card provider, once the payment has been entered by the department.

3. Department Administrative ~~Clerk Assistant~~: Each work area including a cardholder shall have a purchasing card Department Administrative ~~Clerk Assistant~~ appointed by the Department Director.
  - a. The Department Administrative ~~Clerk Assistant~~ is the primary contact person for Financial Services, and the card provider for all accounts in the department/division that he or she represents.
  - b. It is the responsibility of the Department Administrative ~~Clerk Assistant~~ to ensure that the cardholders review their statement and submit their receipts.
  - c. It is the responsibility of the Department Administrative ~~Clerk Assistant~~ to ensure that all costs are allocated and documentation is returned to Financial Services as soon as possible after the cycle cutoff.
  - d. The Department Administrative ~~Clerk Assistant~~ will work with cardholders within their departments to ensure the resolution of disputes in accounts within his or her department/division.
  - e. It is the responsibility of the Department Administrative ~~Clerk Assistant~~ to report any discrepancies including disputes between the transaction report and transaction receipts, including disputed items to Financial Services within three business days after receipt of the report.
  - f. It is the responsibility of the Department Administrative ~~Clerk Assistant~~ to notify Financial Services when a cardholder in his or her department/division is no longer eligible for the program or will no longer be participating in the program.
  - g. It is the responsibility of the Department Administrative ~~Clerk Assistant~~ to report any variances from program policies to Financial Services.

4. Cardholder:

- a. It is the responsibility of each cardholder to know and to comply with Procurement Card program policies and procedures, as well as ensure purchases are made in accordance with the City's Purchasing policies, including bidding requirements.

- b. It is the responsibility of each cardholder to ensure that funds have been properly budgeted and are available to pay for the items and/or services being purchased.
- c. It is the responsibility of each cardholder to keep informed about policy and procedure revision information.
- d. It is the responsibility of each cardholder to verify that the quantity and quality of the items and/or services purchased are in compliance with the agreement, whether verbal or written, with the vendor.
- e. It is the responsibility of each Cardholder to ensure that all disputes are resolved in accordance with the program guidelines.
- f. It is the responsibility of each cardholder to notify the vendor, when applicable, that the purchase is tax exempt and to ensure that such taxes are not added to the prices of items and/or services purchased.
- g. It is the responsibility of each cardholder to instruct the vendor to include the required information on the shipping document.
- h. It is the responsibility of each cardholder to work with the Department Administrative ~~Clerk~~Assistant and resolve any discrepancies between the transaction report and transaction receipts within three business working days after receipt of the report.
- i. It is the responsibility of each cardholder to report any variances from program policies to Financial Services.

#### 22.03 APPLICATION AND CARD ISSUANCE PROCESS:

1. Specific Full or Part time regular City employees may be designated by their Division Manager or Department Director to be issued a procurement card by submitting a completed application for procurement card to Financial Services. Where special circumstances warrant, a temporary/seasonal employee may be granted a procurement card following the special request of a Department Director.
  - a. City employees will relinquish current city issued credit cards for the city issued procurement cards.
  - b. Application must be approved by employee's supervisor, Department Director, and the Controller/City Treasurer.
  - c. If the applicant is a Department Director, the Controller/City Treasurer must approve the application.
2. The applicant will attend the next Procurement Card training session.
3. Applicants shall attend a training session prior to issuance of a card. Each card applicant will be provided with a copy of the policies at the mandatory training session.

4. After completion of training and submission of the agreement form, the card will be given to the employee.
5. Seasonal employees that return are required to attend the training session biennially.

#### 22.04 SECURITY:

1. Procurement cards are the property of the City of Cedar Falls.
2. It is the responsibility of the cardholder to keep the card in a safe location.
3. Carrying cards permanently with personal cards is discouraged because of the possibility of its use in place of a personal credit card.
4. Cards are to be used only by the employees assigned to the card. The authorized cardholder can make a purchase for another employee, but should not "loan" his or her card to anyone.
5. Lost or stolen cards shall be immediately reported to Financial Services and the credit card company.
6. Cardholders shall return cards to the Department Administrative ~~Clerk~~Assistant or Financial Services when employment with the City is terminated.
7. Cardholders will refrain from any use of the procurement card upon providing notice of separation of employment, unless authorized by Department Director.

#### 22.05 TRANSACTION DOLLAR LIMITS AND EXCLUDED ITEMS:

1. Purchases are limited to the pre-determined dollar amount established by the City's Policy at the time of application. Limits will include single card transaction limit, per day limit, and per billing cycle limits.
  - a. Circumventing the transactions limit is not allowed. This means a cardholder cannot have a merchant split a transaction into two or more transactions that are less than single card transaction limit in order for the purchases to be made with a procurement card. In the event that a purchase cannot be processed through the normal disbursement process, where a check is issued through accounts payable, there is an option available that complies with the City's purchasing policy. A cardholder may request that the single card transaction limit is waived for a specific purchase. For this limit to be waived the cardholder must complete a Procurement Card Program Application/Enrollment and Account Change Form, clearly mark "Procurement Card Limit Increase" and the reason for the increase in the Comment Section of the form. The Application/Change form is required to have approval from the Department Director and Controller/City Treasurer. Once all of the required approvals are obtained,

the Application/Change form should be sent to Financial Services and they will contact the credit card company to have the single transaction limit increased to an appropriate dollar amount for a short time period to allow the purchase to be processed. After the purchase has been made Financial Services will contact the credit card company and change the single transaction limit back to the original limit. A cardholder that chooses to use this method for a purchase **must have the completed Application/Change form to Financial Services one week before the purchase is made**, in order to allow time for the changes to be made with the credit card company.

2. The procurement card shall not be used for the following:

a. Cash Advance.

~~b. Purchase of gift cards/gift certificates.~~

~~e.b.~~ Purchase of alcoholic beverages.

~~d.c.~~ Travel-related expenses related to spouses or other non-covered persons.

~~e.d.~~ Items for personal use that would not be reimbursable by the City of Cedar Falls.

~~f.e.~~ Video rentals, "On Your Honor" bar purchases provided in hotel rooms.

~~g.f.~~ Rental or lease of land or buildings.

~~h.~~ Rental or lease of motor vehicles.

~~i.g.~~ Entertainment

3. The procurement card may be used on a limited basis for the purchase of gift cards/gift certificates for prizes for wellness committee, fire prevention week, library programs/events and visitor & tourism events.

~~3.4.~~ The City procurement card shall not be used for personal identification or as personal credit references.

~~4.5.~~ Procurement cards should not be used at business where discounts are offered on in house charge accounts.

~~5.6.~~ Hardware, software, and services related to the City's computer systems or telephone systems should not be purchased with a procurement card except by the Information Systems Division.

#### 22.06 USE OF CARD AND TRANSACTION RECORDS:

1. Receipts & Invoices: An original receipt or invoice from the vendor must support each purchase transaction. Photocopies of receipts are not allowed.

a. If the vendor sends receipts/invoices separately from the goods being purchased, the invoice/receipt should be sent directly to the cardholder's department.

- b. If for some reason the cardholder does not have documentation of a transaction, he or she shall attach an explanation that includes the required information along with a statement of missing receipt/invoice form.
2. Each receipt shall include the following information:
  - a. Vendor name.
  - b. Date of transaction.
  - c. Amount of transaction.
  - d. Itemized descriptions of the items and services purchased.
    - 1) If the procurement card receipt only includes the total purchase amount, the cardholder shall attach a detailed invoice, packing slip, or other vendor document with detailed information.
    - 2) If an itemized receipt is not available, the cardholder shall attach a written statement of missing receipt/invoice form for the items and services purchased.
3. Bids and Quotes: For purchases requiring bids or quotes from vendors that are made with procurement cards, cardholders must attach this documentation to their receipts and corresponding statement. See Section 11 of this manual for bid and quote requirements.
4. Internet Transactions: Cardholders shall confirm the security of proposed Internet order sites prior to placement of orders.
  - a. Cardholders shall obtain a confirmation receipt and/or detailed documentation of each Internet transaction.
  - b. Cardholders shall furnish receipts and records of Internet transactions with transaction reports.
5. Conference, Training, and Travel Transactions: Cardholders shall confirm budget approval prior to using cards for conference, training, or travel purposes as specified in Section 17 of this manual. Prior to submitting any p-card travel transactions, travelers must be authorized by the cardholder's Department Director and the Controller/City Treasurer. Upon approval a travel card profile may be established.
6. Telephone or Fax Orders: Cardholders shall confirm the security of proposed telephone or fax orders prior to placement of orders.
  - a. Cardholders shall obtain a receipt and/or a detailed documentation of each telephone or fax transaction. (i.e. packing slip from product shipment, ask for receipt to mailed after order is placed, original registration documentation)
  - b. Cardholders shall furnish receipts and records of telephone or fax transactions with transaction reports.

7. Pickup/In-Person Orders: Cardholders may use cards in accordance with these policies at places of business accepting the cards.
  - a. Cardholders shall obtain a receipt and/or a detailed documentation of each transaction.
  - b. Cardholders shall furnish receipts and other records of transactions with transaction reports.
8. Food Items: Cardholders may use cards for food items in accordance with purchasing policies and the policies of this program.
  - a. Cardholders shall obtain a detailed receipt or documentation of each transaction. If a detailed receipt is not available, the cardholder must complete a "No Detailed Meal Receipt" form in lieu of the receipt and obtain the necessary approvals.
  - b. Cardholders shall furnish receipts and other records of transactions with transaction reports.
  - c. Transaction reports for food items must indicate the purpose for which the food was purchased.
  - d. The name and affiliation of any non-employees or officers must be documented unless the food is purchased for an official reception or similar event where more than twenty people are expected to be in attendance.
  - e. Incidental beverages and snacks are not an allowable expense under City policy.
  - f. Cardholders shall not add more than 15% gratuity to a meal transaction.
  - g. Cardholders are prohibited from purchasing alcoholic beverages with a procurement card, per state regulations.

#### 22.07 RECONCILIATION OF CHARGES:

1. A weekly reminder will be sent to the Department Administrative ~~Clerk~~Assistant, stating that the transactions are available for processing. At the end of the billing cycle, an additional reminder is sent to reconcile the remaining transactions.
2. Department Administrative ~~Clerk~~Assistant will review their department transactions for the billing period. When charges are reconciled, the transactions will be allocated to the correct general ledger account, and receipts will be attached. The Department Administrative ~~Clerk~~Assistant will print the approval report, and it must be signed by the cardholder and Department Director (or other authorized signer). These signatures verify receipt of the materials and/or services shown on the approval report. No one is authorized to sign in place of the cardholder, unless the employee has left employment before the end of the cycle.

3. Each Department Administrative ClerkAssistant will obtain the approval reports, receipts, and other documents from the cardholders in his or her department/division.
4. Disputed Charges: It is the responsibility of each cardholder to resolve any discrepancies between the transaction report for his or her card and transaction receipts. All discrepancies shall be reported to the cardholder's Department Administrative ClerkAssistant along with the reason for the discrepancy, who was contacted to resolve the discrepancy, when they were contacted, and the resolution. If the dispute cannot be resolved before the processing deadline, the items in dispute should be expensed to the department, and the following procedures followed:
  - a. It is the cardholder's responsibility to make an attempt to correct the error with the vendor.
  - b. In the event a charge is in one month, and a credit is received in the next billing cycle, the cardholder must submit documentation -for the current billing cycle.
  - c. Attach a copy of the documentation to the statement.
  - d. The cardholder is responsible to pursue the resolution with the assistance of his or her Department Administrative ClerkAssistant. If the dispute is not resolved, the cardholder shall provide Financial Services with documentation of his or her efforts to resolve the dispute. Updated reports will be filed monthly until the dispute is resolved.
  - e. Card administrators shall have the authority to resolve disputes on behalf of cardholders in their respective work areas. This is intended to ensure timely resolution of disputes.
  - f. If an item was returned to the vendor, but the credit not received during the same billing cycle as the charge, the item must be expensed to the department during the current period; the charge should be reversed when the credit appears.
5. Each Department Administrative ClerkAssistant will submit the department/division approval reports, complete the on line cost allocation, and return the approval report with authorized signatures to Financial Services for payment.
6. Financial Services will process payments in accordance with the program policies and the contract between the City and the card provider.
7. Sales Taxes: Purchases on the Procurement Card are tax-exempt.
  - a. If sales tax is charged in error, the cardholder should request a credit back to the card from the vendor in the amount of the sales tax.
8. Credits and Return: All credits and returns will be credited back to the Purchasing card. NO cash is to be returned to the cardholder.

## 22.08 PROGRAM VIOLATIONS:

1. Types of Violations:
  - a. Unallowable purchases: Reference Section 22.05.
  - b. Unacceptable Documentation: Each transaction shall be documented by an itemized invoice or record including the required information (Reference Section 22.06.2).
  - c. Late submission of Procurement Card Reconciliation or Authorization for Payment (Reference Section 22.07): Timely completion of reconciliation documents and authorization for payment documents is critical to the success of this program. The contract between City and the card provider requires payment to be made as scheduled.
  - d. Unresolved Item Disputes (Reference Section 22.07): Disputed charges are paid, and then credited if the dispute is resolved in favor of the cardholder. Failure to resolve disputed charges therefore results in excess costs to departments.
  - e. Standards of Conduct Violations: Failure to act in accordance with expected standards of conduct jeopardizes the public trust held by City employees.
  - f. Security Violations: Reference Section 22.04.
2. Consequences of Program Violations:
  - a. Unallowable purchases: The cardholder will provide a written statement of explanation.
  - b. Unacceptable Documentation: The cardholder will provide required documentation upon notification by Financial Services.
  - c. Late Submission of Procurement Card Reconciliation Documents and Failure to Resolve Disputes: Late submissions and/or failure to resolve disputes may result in temporary de-activation of the card.
  - d. Standards of Conduct Violations: Conduct not complying with City standards will be reported to the City Attorney. In addition to card revocation, violations may result in disciplinary action up to and including termination of City employment.
3. Repeated program violations will be reviewed by Financial Services and the City Attorney. In addition to temporary de-activation of the card, consequences of violation may include card revocation, payroll deduction for unallowable purchases and expenses that were not reconciled, and/or disciplinary action, which may include termination.

**PROCUREMENT CARD PROGRAM**  
**APPLICATION/ENROLLMENT AND ACCOUNT CHANGE**  
**FORM**

***Permanent City Employees are Eligible for this Program***

New Application/Enrollment  Change in Enrollment

<u>First Name**</u>	_____	<u>Emp. No.</u>	_____
<u>Middle Name**</u>	_____	<u>Employee Birthdate**:</u>	_____
<u>Last Name**</u>	_____		
** Full legal name and date of birth is required per the United States Secrecy Act and USA PATRIOT Act, as well as with Canada's Proceeds of Crime and Terrorist Financing Act & Criminal Code in the fight against the funding of terrorism and money launderings activities.			
<u>Job Title</u>	_____	<u>Dept./Div.</u>	_____
<u>Work Telephone No.</u>	_____		
<u>Work Email Address</u>	_____		
<u>Dept/Div. Admin. Clerk</u>	_____		

**Account Authorization and Limits (to be completed by Department Head or designee)**

<u>Travel Authorized? (Airlines &amp; Hotels)</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		<u>Single Purchase Limit</u> _____ \$
<u>Merchant Category Code Group Exclusions (indicate group codes):</u>		<u>Billing Cycle Limit</u> _____ \$
<u>CASH</u>	_____	<u>Comments:</u> _____

Requested by: \_\_\_\_\_  
 \_\_\_\_\_ Dept./Div. Manager/Supervisor \_\_\_\_\_ Date

Approved by: \_\_\_\_\_  
 \_\_\_\_\_ Department Director \_\_\_\_\_ Date

Approved by: \_\_\_\_\_  
 \_\_\_\_\_ Controller/City Treasurer \_\_\_\_\_ Date

<b>For Card Issuer/Program Administration Use:</b>			
<u>Training Session Attended</u>		<u>Purchasing Card Ordered</u>	
<u>Date:</u>	<u>By:</u>	<u>Date:</u>	<u>By:</u>
<u>Cardholder Account No. Last 4-Digits</u>			

**Cardholder Agreement Form on reverse**

**CITY OF CEDAR FALLS**  
**PROCUREMENT CARD PROGRAM**  
**CARDHOLDER AGREEMENT**

The undersigned agrees to the following terms and conditions of the City of Cedar Falls Procurement Card Program:

1. I am acting as an agent for the City of Cedar Falls and will follow all applicable federal, state, and City policies and procedures when using the procurement card.
2. I understand that this program is only for purchases for official City use.
3. I will strive to obtain the best value for the City.
4. I will coordinate purchases with the Department/Division Administrative Assistant to assure that budgetary and other fiscal requirements are met.
5. I will turn in receipts to the Department/Division Administrative Assistant for all transactions purchased with the Card. If I should return an item that was purchased with the Card, the return will be credited to the Card and I will turn in the credit receipt to the Department/Division Administrative Assistant.
6. I will notify the vendor, when applicable, that the purchase is tax exempt and will ensure that such taxes are not added to the prices of items and/or services purchased.
7. I understand and agree to follow the policies and procedures of the City of Cedar Falls Procurement Card Program.
8. I have fully reviewed and understand and agree to the terms and conditions as provided by the Card Issuer.
9. I understand that I am personally responsible for the Card issued to me. I accept full and complete responsibility for the use of this card in accordance with this Agreement. I understand that I may be held personally liable, including possible discipline, for any unauthorized use or abuse of the Card by me or by others with my permission or knowledge. See Section 22 Procurement Card Program of the Accounting Policies and Procedures and Purchasing Manual.
10. I authorize my Department/Division Administrative Assistant to act on my behalf in resolution of disputed charges.
11. I will report a missing or stolen card within 24 hours of discovery of loss, to USBank and to Financial Services.
12. I will surrender my card when requested by the Financial Services or upon separation from employment with the City.

Employee: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

**Written Statement for Missing P-Card Receipt/Invoice**

**I acknowledge that I have not provided a receipt/invoice in accordance with City Procurement Card Policy 22.06. I understand that the City uses receipts to document the type of expense, the appropriateness of the expense, and the reasonableness of the expense. In lieu of the required receipt, I will attest with my signature below that the item(s) purchased or service provided was a City business expense and that there were no prohibited purchases included in the purchase.**

**Description of Purchase (detailed):** \_\_\_\_\_  
\_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Amount of Purchase: \$ \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Printed Name of Employee: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

Controller/City Treasurer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

**Violation to Procurement Card Program**  
**Written Statement for Unallowable Purchases**  
**Procurement Card Policy Sec 22.08.2(a)**

I acknowledge that I have purchased unallowable item(s) on my City of Cedar Falls Procurement card in violation of Procurement Card Policy 22.05 Transaction Dollar Limits & Excluded Items:

“Items for personal use that would not be reimbursable by the City of Cedar Falls.”

My explanation of what happened is as follows (attach additional sheet if needed):

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I will attest with my signature below that the item(s) purchased or service provided was not a City business expense and that I have reimbursed the City \$ \_\_\_\_\_ for these items (copies of receipts attached). I also understand that for future, repeated violations of the policy could result in disciplinary action, which may include termination.

Date of Purchase: \_\_\_\_\_ Amount of Purchase: \_\_\_\_\_

Description of Purchase: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Employee: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Controller/City Treasurer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**PROCUREMENT CARD PROGRAM  
APPLICATION/ENROLLMENT AND ACCOUNT CHANGE FORM**  
*Permanent City Employees are Eligible for this Program*

New Application/Enrollment  Change in Enrollment

Employee Full Name		Emp. No.	
Job Title			
Department/Division			
Work Telephone Number			
Work Email Address			
Dept./Div. Administrative Clerk			

<b>Account Authorization and Limits (to be completed by Department Head or designee)</b>			
Travel Authorized? (Airlines & Hotels) <input type="checkbox"/> Yes <input type="checkbox"/> No		Single Purchase Limit	\$
Merchant Category Code Group Exclusions (indicate group codes):		Daily Purchase Limit (optional)	\$
CASH		Billing Cycle Limit	\$
		Comments:	

Requested by: \_\_\_\_\_  
Dept./Div. Manager/Supervisor      Date

Approved by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Controller/City Treasurer      Date

<b>For Card Issuer/Program Administration Use:</b>	
Training Session Attended	Purchasing Card Ordered
Date:	Date:
By:	By:
Dept./Division Group:	Cardholder Account Number
Default Account Number:	

*Cardholder Agreement Form on reverse*

**CITY OF CEDAR FALLS  
PROCUREMENT CARD PROGRAM  
CARDHOLDER AGREEMENT**

The undersigned agrees to the following terms and conditions of the City of Cedar Falls Procurement Card Program:

1. I am acting as an agent for the City of Cedar Falls and will follow all applicable federal, state, and City policies and procedures when using the procurement card.
2. I understand that this program is only for purchases for official City use.
3. I will strive to obtain the best value for the City.
4. I will coordinate purchases with the Department/Division Administrative Clerk to assure that budgetary and other fiscal requirements are met.
5. I will turn in receipts to the Department/Division Administrative Clerk for all transactions purchased with the Card. If I should return an item that was purchased with the Card, the return will be credited to the Card and I will turn in the credit receipt to the Department/Division Administrative Clerk.
6. I will notify the vendor, when applicable, that the purchase is tax exempt and will ensure that such taxes are not added to the prices of items and/or services purchased.
7. I understand and agree to follow the policies and procedures of the City of Cedar Falls Procurement Card Program.
8. I have fully reviewed and understand and agree to the terms and conditions as provided by the Card Issuer.
9. I understand that I am personally responsible for the Card issued to me. I accept full and complete responsibility for the use of this card in accordance with this Agreement. I understand that I may be held personally liable, including possible discipline, for any unauthorized use or abuse of the Card by me or by others with my permission or knowledge. See Section 2.4 and Section 8 of Procurement Card Policies and Procedures.
10. I authorize my Department/Division Administrative Clerk to act on my behalf in resolution of disputed charges.
11. I will report a missing or stolen card within 24 hours of discovery of loss, to Bank of America and to Financial Services.
12. I will surrender my card when requested by the Financial Services or upon separation from employment with the City.

Employee: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

**Written Statement for Missing P-Card Receipt/Invoice**

I acknowledge that I have not provided a receipt/invoice in accordance with City Procurement Policy 3.1. I understand that the City uses receipts to document the type of expense, the appropriateness of the expense, and the reasonableness of the expense. In lieu of the required receipt, I will attest with my signature below that the item(s) purchased or service provided was a City business expense and that there were no prohibited purchases included in the purchase.

Description of Purchase (detailed): \_\_\_\_\_  
\_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Amount of Purchase: \$ \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Printed Name of Employee: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_

Controller/City Treasurer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

**Violation to Procurement Card Program  
Written Statement for Unallowable Purchases  
Procurement Card Policy Sec 8.2.1**

I acknowledge that I have purchased unallowable item(s) on my City of Cedar Falls Procurement card in violation of Procurement Policy 5.2.5 Transaction Dollar Limits & Excluded Items: "Items for personal use that would not be reimbursable by the City of Cedar Falls."  
My explanation of what happened is as follows (attach additional sheet if needed):

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I will attest with my signature below that the item(s) purchased or service provided was not a City business expense and that I have reimbursed the City \$ \_\_\_\_\_ for these items (copies of receipts attached). I also understand that for future, repeated violations of the policy could result in disciplinary action, which may include termination.

Date of Purchase: \_\_\_\_\_ Amount of Purchase: \_\_\_\_\_

Description of Purchase: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Employee: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Controller/City Treasurer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 23  
CASH RECEIPTS

23.01 INTRODUCTION:

All divisions of the City of Cedar Falls that receive ~~cash~~ different forms of payment for goods and/or services are required to comply with certain Internal Controls to safeguard ~~cash~~these payments. The division may accept the following forms of payment:

- Cash
- Bank checks
- Money orders
- Cashier checks
- Credit Cards (VISA, MasterCard, American Express and Discover credit cards)

Divisions are not allowed to establish GoFundMe, PayPal or other online payment accounts to accept payments for goods and/or services. Divisions may submit a request to Finance and Business Operations and if deemed necessary the account shall be established through their office.

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23.02 PROCEDURE:

1. For every ~~cash~~ payment transaction, pre-numbered receipts must be issued.

Copy 1 - Customer  
Copy 2 - Division retains  
Copy 3 - Sent to Financial Services Division with the cash deposit

A copy of a computer generated cash receipts list can be sent to Financial Services if your particular receipts do not have three (3) copies.

2. The employee accepting the ~~cash~~ payment must sign the receipt.
3. Divisions must balance ~~cash~~payments daily.
4. ~~Cash~~ Payments and the corresponding receipts must be deposited in Financial Services daily. If a division does not accumulate \$100 daily, they may make deposits to Financial Services following the natural cycle of that division's receipts.
5. The Financial Services employees must balance the ~~cash~~payments with the receipts on a daily basis.

6. The Financial Services Division must deposit cash receipts in the bank daily.
7. The Financial Services Division must keep on file in numerical order their copy of the Division's receipt.
8. On a random basis, a representative from the Financial Services Division may audit the cash receipt process, count cash on hand, and balance cash to receipts for that day. Applicable inventory will also be counted.

SECTION 24  
ACCOUNTS RECEIVABLE

24.01 INTRODUCTION:

The City of Cedar Falls bills individuals for the use of the transfer station, garbage dumpster pick-up, fire inspections, building inspections, engineering inspections, and other miscellaneous services provided by the City.

24.02 PROCEDURE:

1. Department Responsibilities:

- a. The individual departments that charge citizens of Cedar Falls for miscellaneous services will provide Financial Services with the information needed to bill their customers.
  - 1) The departments will provide a list of customers, customer number, date and services rendered, and amount due. Each list will be approved and signed by an authorized individual.
  - 2) All other departments and divisions will complete the accounts receivable charge form.
  - 3) Departments will provide Financial Services with new customer information and changes to existing customers.
- b. Financial Services Division will print aged accounts receivable listings monthly to check for outstanding bills and provide that to departments.
- c. Financial Services with the coordination of the departments will collect overdue bills.
- d. It is the department's responsibility to avoid duplicate billings and make sure that if a customer pays for the service with cash that a bill is not sent for the same service.

2. Finance & Business Operations responsibilities:

- a. Financial Services will recompute the lists and charge forms and check for appropriate signatures.

- b. Financial Services will enter the customer and charge information in the computer.
- c. Financial Services will print the invoices monthly and mail to the customers.
- d. Financial Services will receive payments in the mail, post the cash receipts, and credit accounts receivable to remove the bill from the outstanding accounts receivable list.
- e. Financial Services will run and mail monthly statements to all customers.
- f. A late charge of 1 1/2% per month will be charged any bill that is older than 30 days.
- g. If a department determines they cannot collect an overdue bill within 120 days, Financial Services will submit the bill to a collection agency or the State of Iowa Department of Administrative Services (DAS) Income Offset Program, in accordance with Iowa Code chapter 8A.504 and 11 Iowa Administrative Code (IAC) 40.
  - 1) Financial Services will give written notice to the debtor that the City intends to submit the debt owed by the debtor to a collection agency or (DAS) Income Offset Program. The notice must:
    - i. Explain the basis for the City's claim to the debt;
    - ii. Inform the debtor that the City intends to send the debt to a collection agency or DAS Income Offset Program;
    - iii. Inform the debtor that the debtor has 30 days (after the date the City mailed the notice of the proposed action to the debtor) to contact the City Financial Services Division to contest the debt owed the City;
    - iv. Inform the debtor that failure to contact City Financial Services Division within the required time will result in the debt being turned over to the collection agency or DAS Income Offset Program.
  - 2) Once a bill has been submitted to the collection agency or DAS Income Offset Program, City employees in the affected divisions will no longer negotiate with the customer without contacting Financial Services Division.
  - 3) All questions from customers whose accounts have been submitted to the collection agency or DAS Income Offset Program must be

referred to the Financial Services Division. If a customer contacts divisions about such an account, the divisions must contact Financial Services.

- 4) The Controller/City Treasurer has the authority to void outstanding bills based on information received from the divisions.
- 5) The Controller/City Treasurer will contact the collection agency or DAS with the authorization to void outstanding bills.
- 6) State of Iowa Department of Administrative Services (DAS) Income Offset Program:
  - i. City will receive notification from DAS when a debt is identified to match a Social Security number or Federal Employer Tax Identification number payments issued by State of Iowa to debtor. Upon notification, City must send written notice to the debtor that the City intends apply the debtor's State tax refund or other State of Iowa payment against the debt;
  - ii. The notice shall consist of the following in accordance with 11 Iowa Administrative Code 40.4(4) :
    - a. Written notification by first class mail explaining the basis for the City's claim to the debt.
    - b. Inform the debtor that the City intends to apply the debtor's State tax refund or other State of Iowa payment against the debt.
    - c. Inform the debtor they have the right to contest the matter by requesting an administrative hearing with the City. That the hearing shall determine the merits of whether to withhold the debtors State tax refund or other State of Iowa payment.
    - d. If such request is made, it must be within 15 days of the date of the mailing of the notice.
    - e. Inform the debtor that failure to request an administrative hearing within the required time, or failure to appear at such hearing, shall constitute a waiver to the right to a hearing and will result in income setoff of the debt against the debtor's State tax refund or other State of Iowa payment.
  - iii. A request for an administrative hearing must be made in writing to the City Clerk or designee. The request shall be reviewed to determine whether to apply the debtors State tax refund or other State of Iowa payment towards the debt.
  - iv. Notice of Hearing after Request by Debtor in accordance

with Iowa Code chapter 17A shall:

- a) Inform the debtor of the time, date and the place for the hearing.
  - b) Inform the debtor the hearing shall be conducted before the Director of Finance and Business Operations or designee, and shall be limited to a determination of whether to apply the debtors State tax refund or other State of Iowa payment towards the debt.
  - c) Provide the debtor with a pre-hearing contact person.
  - d) Inform the debtor that after the hearing, the City will mail to the debtor a written decision as to whether the debt is owed and the amount;
  - e) However, no such notice need be given should the debtor or a designated representative of the debtor fail to appear at such hearing.
- v. Post Hearing Procedure:
- a) Advise the debtor of the hearing decision.
  - b) Inform the debtor that if the debtor disagrees with the decision of the Director of Finance and Business Operations or designee, the debtor may file a petition for a contested case under Iowa Code chapter 17A.12(3).
  - c) Inform the debtor that the petition for a contested case must be filed within 15 days after the debtor receives a copy of the City's decision.
- vi. Notice of Petition after Request by Debtor in accordance with Iowa Code chapter 17A.12(3) shall:
- f) Inform the debtor of the time, date and the place for the petition hearing.
  - g) Inform the debtor the petition hearing shall be conducted before the Administrative Committee. The Administrative Committee will take the necessary steps to review and investigate the petition and will issue a written, final, and binding decision.
  - h) Provide the debtor with a pre-hearing contact person.
  - i) Inform the debtor that after the petition hearing, the City will mail to the debtor a written final decision as to whether the debt is owed and the amount;
  - j) However, no such notice need be given should the debtor or a designated representative of the debtor fail

to appear at such hearing.

- vii. City shall notify via facsimile DAS Income Offset Program within 45 days of receiving notification in 24.02.2g(6(i)), the amount required to satisfy the debtor's debt or to release the funds to the debtor. DAS Income Offset will make offset, if applicable, and refund any balance due to debtor.

## SECTION 25

### PAYROLL

#### 25.01 INTRODUCTION:

The City of Cedar Falls collects time worked by employees and processes payroll on a bi-weekly basis.

#### 25.02 DEPARTMENT RESPONSIBILITIES:

1. Each department is responsible for keeping track of the time worked by their employees.
2. Each pay period the employee completes a time sheet and signs it. It then is signed by the authorized supervisor for that department. The timesheet should include the time spent each day by the employee on certain payroll tasks codes as developed by their department.
3. The time sheets are entered into the payroll system by the departments and copies of the timesheets shall be delivered to Financial Services.
4. All new employees must complete personnel action sheets and provide the Financial Services -Division with new employee information before they can be entered into the computer to receive a paycheck.

#### 25.03 FINANCIAL SERVICES RESPONSIBILITIES:

1. A Financial Services employee scans the time sheets and checks them for compliance with City policies and procedures.
2. A Financial Services employee enters any employee changes into the computer.
3. Financial Services employees check the changes for accuracy.
4. After it is determined that the information is correct, the direct deposit transfer is done and checks are printed. The controls listed in Section 7.03 2b that exist over the regular checks also exist over paychecks.
5. Financial Services employees electronically sign the checks and stuff them into envelopes. The Financial Services employees also print the direct deposit stubs and stuff them into envelopes.
6. The envelopes with the checks and direct deposit stubs are stored in the

locked vault until Friday morning of payroll when the Controller/City Treasurer or his/her designee distributes the checks to the pre-approved departmental employee who then distributes the checks to the employees.

7. The Controller/City Treasurer or designee transmits the direct deposit to the bank.
8. Financial Services employees complete all tax forms, write the checks or electronically transmit the funds for taxes, FICA, insurance, etc., using the Accounts Payable System described in Section 7.

## SECTION 26

### LOANS

#### 26.01 ECONOMIC DEVELOPMENT LOANS:

1. The Planning & Community Services Division periodically recommends to the City Council consideration of loans to businesses in an effort to promote economic development and job creation/retention in the City of Cedar Falls.
2. The loan agreement is completed and approved by the City's legal counsel prior to presentation to the City Council for approval.
3. After the City Council approves the loan agreement, the check is processed following the procedures in Section 7.02.
4. Loan repayment schedules are prepared by Financial Services, and principal and interest payments are monitored by Financial Services.

#### 26.02 IOWA ECONOMIC DEVELOPMENT AUTHORITY PROGRAM LOANS:

1. The Planning & Community Services Division periodically assists businesses in Cedar Falls in acquiring loans from the various programs through the Iowa Economic Development Authority .
2. The Planning & Community Services Division coordinates preparation of the loan application documents, acquires all the appropriate signatures, and presents all the documents to Council for approval.
3. After the Council approves the application documents, they are submitted to the State of Iowa. The state sends the loan to the City, the City deposits the loan in the Economic Development Fund, and then a check is written to the applicant. The check is processed following the procedures in Section 7.02.
4. Repayments of principal and interest are the responsibility of the applicant and are paid by the applicant. For applicant loan funds, loan payments are made to the City of Cedar Falls, and the City pays the State following the procedures in Section 7.02.
5. The payments made by the applicant are monitored by the Planning & Community Services Division.

## SECTION 27

### TAX INCREMENT FINANCING (TIF) POLICY

#### 27.01 PURPOSE:

1. The City may create Urban Renewal Areas in accordance with Chapter 403 of the Code of Iowa.
2. When it deems appropriate, City Council may approve Tax Increment Financing (TIF) for a public or private project in accordance with the applicable adopted Urban Renewal Plan guidelines. This policy sets forth the procedures and policies to be used for TIF.

#### 27.02 TAX INCREMENT FINANCING:

1. When an urban renewal area is legally created, all of the tax dollars on the incremental value of the district will flow to the City, excluding the debt services requirements by each taxing body.
2. These funds may be used to pay for improvements and/or land acquisitions within that urban renewal area or other allowable uses as outlined in *Iowa Code* Chapter 403 and as identified in each adopted Urban Renewal Plan .
3. Annually, the Director of Finance & Business Operations must certify to the County Auditor the amount of debt in each of the TIF areas and the amount of property tax dollars collected in that area. The Director of Finance & Business Operations must also submit to the Iowa Department of Management the required annual TIF reports.

#### 27.03 TAX INCREMENT FINANCING INCENTIVES:

1. In an effort to provide incentives for commercial development, the City Council adopted a policy to encourage large-scale commercial/retail development.
  - a. The minimum taxable valuation of the development must be \$15,000,000.
  - b. The City can provide the developer a 45% tax rebate (incentive) for up to five years
  - c. The rebate would be used by the developer to pay infrastructure or other eligible costs associated with the project.
  - d. The tax rebate will not exceed the actual cost of the infrastructure.
2. For industrial and office development, a tax abatement or rebate incentive may be provided if approved by the Council.

- a. The abatement or rebate schedule would generally be in the amount of 75% the first year, 60% the second year, 45% the third year, 30% the fourth year, and 15% the fifth year.
  - b. After the fifth year of abatement/rebate, zero tax dollars would be abated/rebated.
3. As special development projects are proposed to the City, the City Council may decide to provide increased incentives, subject to the terms of an approved Developmental Agreement.

27.04 INCENTIVE NEGOTIATIONS:

1. If a developer is interested in pursuing a project in the City of Cedar Falls, the initial contact is with the Planning & Community Services Division.
2. The Departments of Community Development and Finance & Business Operations will then negotiate with the developer on the amount of incentives the City may be willing to provide, subject to City Council approval.
3. Once a tentative agreement is made between the City staff, including the City Administrator, and the developer, a development agreement is prepared by the City's legal counsel.
4. This agreement is then approved by the City Council following applicable legal proceedings.



## SECTION 28

### OUTSIDE AGENCY FUNDING

#### 28.01 PURPOSE:

1. On annual basis outside agencies may apply to the City of Cedar Falls for funding.
2. The funding amount will be presented to the City Council for approval through the annual budget process.
3. Funding for outside agencies will not be provided for under the General Fund, unless determined to be associated with a City operation funded in the General Fund.

#### 28.02 APPLICATION PROCEDURE:

1. The agency applying for funding should contact Finance & Business Operations to determine which avenue they should pursue to request funding.
2. The Director of Finance & Business Operations and Controller/City Treasurer along with other applicable staff from other departments will determine whether the agency should apply under the Tourism & Visitors Fund, the Health Trust Fund, Economic Development Fund, Community Betterment Fund, Community Block Grant Fund, or any other special fund.
3. Under special circumstances funding for large community capital projects may occur under the City's Capital Projects Fund or other unique funding sources.
4. Project requests associated with the University of Northern Iowa (UNI) should be directed to Finance & Business Operations from the University's Office of the Vice President of Administration and Finance or the Special Assistant to the President for Board and Governmental Relations.

#### 28.03 FUNDING SOURCES:

1. Health Trust Funding – Applications are submitted to the Health Trust Fund Board in October of each year. The Board uses a formula based on the interest income derived off of trust assets to determine the amount of funding available to be distributed. They present their recommended funding model in February to the City Council as part of the annual budget process.
2. Economic Development Funding – Applications are submitted to the Economic Development Committee in November of each year. The Committee uses a formula based on hotel/motel tax revenue to determine the amount of funding available each year. They present their recommended funding model in February to the City Council as part of the annual budget process.

3. Community Betterment Funding – Applications are submitted to the Visitors & Tourism Board in November of each year. The Board uses a formula based on hotel/motel tax revenue to determine the amount of funding available each year. They present their recommended funding model in February to the City Council as part of the annual budget process.

4. Community Block Grant Funding – Applications are received by the Planning & Community Services Division each year. The amount of funding is determined by the annual federal appropriation through the Block Grant program. This funding is then presented to the City Council as part of the annual budget process.

## SECTION 29

### DEBT MANAGEMENT

#### 29.01 PURPOSE:

The City of Cedar Falls continues to have capital outlay needs across the organization. In order to finance those capital outlays, the City of Cedar Falls may issue long-term obligations. The purpose of this policy is to assist in managing those debt issuance needs and to ensure proper procedures are followed throughout the debt issuance process and thereafter in regards to spend down of proceeds and compliance reporting.

#### 29.02 DEFINITIONS:

“Advisors” means the City’s bond counsel, financial advisor, paying agent, and/or rebate analyst.

“Code” means Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended.

“Credit Ratings” are independent ratings of the City’s financial capacity and insight into City’s organizational strengths and weaknesses as they pertain to providing municipal services. Moody’s currently rate City of Cedar Falls debt.

“General Obligation Debt” typically referred to as G.O. debt is backed by the full-faith and credit of the City which requires that sufficient tax revenue is generated each year to pay all debt service on such debt. There is no statutory limit on the amount of annual taxes that can be raised for payment of municipal debt service.

“Revenue Debt” means debt issued for purpose of City Enterprise Funds such as Sanitary Sewer, Stormwater, and Refuse. Revenue debt is secured by the annual revenues of the individual Enterprise Fund and therefore carries a riskier credit rating and higher interest rates than the City’s General Obligation debt. Reserve funds and proof of excess annual payment capacity (debt service coverage) are required when issuing Revenue Debt.

“Rules” means Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

#### 29.03 DEBT PLANNING GUIDELINES:

1. Capital Financing Strategy - The City will seek to use current revenues (cash) for capital outlays if the useful life of the improvement/equipment is less than five

years. Traditional debt will be utilized for capital improvements that are expected to retain value and efficient functionality beyond five-ten years. This approach will achieve a fair allocation of costs upon the current and future beneficiaries/users of the capital investments.

If the financial environment stabilizes and alternative revenue sources become available, the length of debt can be shortened and more capital outlays can shift to current revenue resources to reduce interest costs.

Whenever possible, the City will leverage grant opportunities without straying from pursuing the most essential capital projects.

The City will use Revenue Debt to fund Enterprise capital outlays if the associated credit rating is strong and interest costs are only marginally higher than a G.O. borrowing. See credit discussion below.

2. Credit Rating Strategy - The City seeks to maintain the highest possible credit rating for its long-term General Obligation and Revenue debt that can be reasonably achieved without compromising the delivery of basic City services.

The City's current ratings are as follows.

<u>Type of Debt</u>	<u>Moody's Rating</u>
General Obligation	Aa1
Sanitary Sewer	Aa2

The City recognizes that access to the broad municipal debt markets is essential to maintaining affordable interest costs for capital outlays. As municipal bond market and credit agency requirements and expectations change, so too will the City's policies and procedures associated with debt issuances and administrative compliance. The City will keep this program and council-directed policies updated.

3. Debt Limit Calculation - Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit can be further restricted if a municipality so chooses.

## 29.04 DEBT ADMINISTRATION POLICIES:

### 1. Responsible Parties:

a. The Director of Finance and Business Operations shall be the party primarily responsible for ensuring that the City of Cedar Falls successfully carries out its tax compliance requirements under applicable provisions of the Rules with regard to all obligations associated with debt issuance. The Director of Finance and Business Operations shall be assisted by the Controller/City Treasurer and other staff and officials when appropriate and at the Director's discretion. Advisors may be engaged during the time the bonds are outstanding for assistance in carrying out post-issuance tax compliance requirements.

b. The Director of Finance and Business Operations shall be responsible for assigning post-issuance tax compliance responsibilities to other staff and to the Advisors. The Director of Finance and Business Operations shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance tax compliance requirements of the City of Cedar Falls. The Director of Finance and Business Operations shall provide training and educational resources to staff responsible for ensuring compliance with any portion of the tax compliance requirements of this policy.

### 2. Tax Exempt Debt Compliance

The City of Cedar Falls tax-exempt governmental bonds must comply with federal tax rules pertaining to expenditure of proceeds for qualified costs, rate of expenditure, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. As an issuer of such bonds, the Governing Body of the City of Cedar Falls is required by the terms of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder, to take certain actions subsequent to the issuance of the bonds to ensure the continuing tax-exempt status of such bonds. Further, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations impose record retention requirements on the City of Cedar Falls with respect to its tax-exempt governmental bonds. This policy

is designed to ensure that the City of Cedar Falls complies with its tax compliance obligations under applicable provisions of the Rules.

a. Expenditure of Bond Proceeds Process: The Director of Finance and Business Operations shall review the resolution authorizing issuance for each tax-exempt obligation, and shall:

- i. obtain a computation of the yield on such issue from the City's financial advisor;
- ii. create a separate Project Fund (with as many sub-funds as shall be necessary to allocate proceeds among the projects being funded by the issue) into which the proceeds of issue shall be deposited;
- iii. review all requisitions, draw schedules, draw requests, invoices and bills requesting payment from the Project Fund;
- iv. determine whether payment from the Project Fund is appropriate, and if so, make payment from the Project Fund (and appropriate sub-fund if applicable);
- v. maintain records of the payment requests and corresponding cancelled checks showing payment;
- vi. consult with the Advisors to ensure that such expenditures are within the sixty (60) day period prior to the date in which the City of Cedar Falls made a "declaration of intent" to reimburse such costs or are preliminary expenditures under the Code, in the event the City of Cedar Falls seeks to utilize bond proceeds for costs that were incurred prior to the issuance of the bonds;
- vii. maintain records showing the earnings on, and investment of, the Project Fund;
- viii. ensure that investments acquired with proceeds are purchased at fair market value; and
- ix. identify bond proceeds or applicable debt service allocations that must be invested with a yield-restriction and monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

b. Rate of Expenditure: The Director of Finance and Business Operations shall ensure that the expenditure of bond proceeds will be monitored against the expenditure expectations represented in the tax compliance certificate for such bond issue to ensure that:

- i. Five percent (5%) of the net sale proceeds were spent or committed within six (6) months of the issue date;
- ii. Eighty-five percent (85%) of the net sale proceeds were spent within three (3) years of the issue date; and
- iii. The City of Cedar Falls proceeded with due diligence to complete the project and fully spend the net sale proceeds.

Failure to meet the expected expenditure expectations represented in the tax compliance certificate for such bond issue shall be documented and retained by the City Clerk in the records for the bond issue.

c. Arbitrage Rules and Rebate Requirements: The Director of Finance and Business Operations shall review the tax compliance certificate for each tax-exempt obligation, and the expenditure records, and shall:

- i. monitor and ensure that proceeds of each such issue are spent within the temporary period set forth in such certificate;
- ii. if the “small issuer” exception does not apply, monitor and ensure that the proceeds are spent in accordance with one or more of the applicable exceptions to rebate as set forth in such certificate;
- iii. not less than sixty (60) days prior to a required expenditure date confer with bond counsel if it appears expenditures will fail to meet the applicable temporary period or rebate exception expenditure requirements of the Tax-Exemption Certificate;
- iv. in the event of failure to meet a temporary period or rebate exception:
  - a. procure a timely computation of any rebate liability and, if rebate is due, file a Form 8038-T and arrange for payment of such rebate liability;
  - b. arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable;

- v. ensure that the investment of bond proceeds is made only in permitted investments of the City of Cedar Falls as outlined in Iowa Code chapters 12B and 12C, and in the City's administrative policies,
- vi. consult with the Advisors to ensure that the investment of bond proceeds is performed in compliance with the arbitrage rules and rebate requirements;
- vii. consult with the Advisors to identify bond proceeds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted;
- viii. contact the Rebate Analyst (and, if appropriate, bond counsel) prior to the fifth anniversary of the date of issuance of each issue of bonds of the City of Cedar Falls and each fifth anniversary thereafter to arrange for calculations and reports of the rebate requirements with respect to such bonds; and
- ix. if a rebate payment is required to be paid by the City of Cedar Falls, the Director of Finance and Business Operations shall prepare or cause to be prepared the appropriate form to be filed with the IRS (Form 8038-T).

d. Filings with Internal Revenue Service : The Director of Finance and Business Operations, with assistance from bond counsel, shall ensure that each issuance of bonds is properly reported with the Internal Revenue Service (IRS) as required by Section 149(e) of the Code. On the issue date of each series of bonds, the Director of Finance and Business Operations shall consult with the Advisors to identify the deadline to file the requisite IRS form for such issue.

e. Reporting the Issuance of Tax-Exempt Bonds

The original issuance of a tax-exempt bond issue with an issue price of one hundred thousand dollars (\$100,000) or greater shall be reported on Form 8038-G. The original issuance of a tax-exempt bond issue with an issue price less

than one hundred thousand dollars (\$100,000) shall be reported on Form 8038-GC.

- Forms 8038-G and 8038-GC shall be filed by the City Clerk or bond counsel no later than the 15th day of the 2nd calendar month following the quarter in which the bonds were issued.
- The City Clerk shall consult with the Advisors to ensure the Form 8038-G is accurately filled out.

f. Rebate Reporting Requirements

The Director of Finance and Business Operations shall contact the rebate analyst prior to the 5th anniversary of the issue date on each series of bonds and each 5th anniversary thereafter to arrange for calculations of the rebate requirements with respect to such bonds. If a rebate payment is required to be paid, the Director of Finance and Business Operations shall prepare or cause to be prepared a Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment.

If the City of Cedar Falls is authorized to recover a rebate payment previously paid, the Director of Finance and Business Operations shall prepare or cause to be prepared a Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

g. Use of Bond-Financed Property

The Director of Finance and Business Operations shall monitor the use of all bond-financed facilities in order to determine whether private business uses of bond-financed facilities have exceeded the limits set forth in Section 141(b) of the Code (generally 10% of bond proceeds) as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements or other arrangements that provide special legal entitlements to nongovernmental persons.

To this end, the Director of Finance and Business Operations shall:

- i. maintain appropriate records and a list of all bond financed assets. Such records shall include the actual amount of proceeds (including investment earnings) spent on each of the bond financed assets;
- ii. with respect to each bond financed asset, the Director of Finance and Business Operations will monitor and confer with bond counsel with respect to all proposed:
  - a. management contract
  - b. service agreements,
  - c. research contracts,

- d. naming rights contracts,
  - e. leases or sub-leases,
  - f. joint venture, limited liability or partnership arrangements,
  - g. sale of property,
  - h. any other change in use of such asset, or
  - i. output contracts (including retail and wholesale requirements contracts
- iii. maintain a copy of the proposed agreement, contract, lease or arrangement, together with the response by bond counsel with respect to the proposal for at least three (3) years after retirement of all tax-exempt obligations issued to fund all or any portion of bond financed assets, or obligations issued to refund those obligations;
  - iv. provide training and educational resources to any staff member that has the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use and on the private security or payments with respect to bond-financed facilities;
  - v. ensure that no item of bond-financed property will be sold or transferred to a nonexempt party without advance arrangement of a “remedial action” under the applicable Treasury Regulations and the Director of Finance and Business Operations shall consult with bond counsel prior to the sale or transfer of any bond-financed property; and
  - vi. In the event of an action with respect to a bond financed asset, which may cause the private business tests or private loan financing test to be met, the Director of Finance and Business Operations shall contact bond counsel for advice and ensure timely remedial action under IRS Regulation Sections 1.141-12.

**h. Advance Refundings**

The Director of Finance and Business Operations shall be responsible for the following current, post issuance and record retention procedures with respect to advance refunding bonds:

- i. Identify and select bonds to be advance refunded with advice from internal financial personnel, the City's financial advisor and bond counsel.
- ii. The Director of Finance and Business Operations shall identify, with advice from the City's financial advisor and bond counsel, any possible federal tax compliance issues prior to structuring any advance refunding.
- iii. The Director of Finance and Business Operations shall review the structure with the input of the City's financial advisor and bond counsel, of advance refunding issues prior to the issuance to ensure (i) that the proposed refunding is permitted pursuant to applicable federal tax requirements if there has been a prior refunding of the original bond issue; (ii) that the proposed issuance complies with federal income tax requirements which might impose restrictions on the redemption date of the refunded bonds; (iii) that the proposed issuance complies with federal income tax requirements which allow for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance refunding bonds to become "arbitrage bonds"; and (iv) that the proposed issuance will not result in the issuer's exploitation of the difference between tax exempt and taxable interest rates to obtain a financial advantage nor overburden the tax exempt market in a way that might be considered an abusive transaction for federal tax purposes.
  - iv. The Director of Finance and Business Operations shall collect and review data related to arbitrage yield restriction and rebate requirements for advance refunding bonds. To ensure such compliance, the Director of Finance and Business Operations shall engage the City's rebate consultant to prepare a verification report in connection with the advance refunding issuance. Said report shall ensure said requirements are satisfied.
- v. The Director of Finance and Business Operations shall, whenever possible, purchase SLGS to size each advance refunding escrow. The City's financial advisor and rebate consultant shall be included in the process of subscribing SLGS. To the extent SLGS are not available for purchase, the Director of Finance and Business Operations shall, in consultation with bond counsel, comply with IRS regulations.
- vi. To the extent the City of Cedar Falls elects to purchase a guaranteed investment contract, the Director of Finance and Business Operations shall

ensure, after input from bond counsel, compliance with any bidding requirements set forth by the IRS regulations.

vii. In determining the issue price for any advance refunding issuance, the Director of Finance and Business Operations shall rely on the issue price certification by the purchasing underwriter at closing.

viii. After the issuance of an advance refunding issue, the Director of Finance and Business Operations shall ensure timely identification of violations of any federal tax requirements and engage bond counsel in attempt to remediate same in accordance with IRS regulations.

### 3. Record Retention

Management and retention of records related to bond issues shall be supervised by the City Clerk. Records and documents pertaining to cancellation, transfer, redemption or replacement of City of Cedar Falls bonds shall be preserved by the City of Cedar Falls or its agent for a period of not less than eleven (11) years, as set forth in Iowa Code Section 76.10. The transcript prepared by bond counsel and the bond financing record prepared by an independent financial advisor shall be retained for ten (10) years beyond the final maturity or the full defeasance due to a refunding; whichever occurs first. Other records shall be retained during the period in which the bonds remain outstanding (plus any refunding bonds) plus three (3) years. Records may be in the form of documents and electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

The Director of Finance and Business Operations in conjunction with the City Clerk shall collect and retain the following records with respect to each issue of bonds of the City of Cedar Falls and with respect to the facilities financed with the proceeds of such bonds:

- audited financial statements of the City of Cedar Falls;
- appraisals, demand surveys, or feasibility studies, if any, with respect to the facilities to be financed with the proceeds of such bonds;
- publications, brochures, and newspaper articles, if any, related to the bond financing;
- trustee or paying agent statements;
- records of all investments and the gains (or losses) from such investments;

- paying agent or trustee statements regarding investments and investment earnings;
- reimbursement resolutions, if any, and expenditures reimbursed with the proceeds of such bonds;
- allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including any requisitions, expenditure/draw schedules, expenditure/draw requests, invoices, bills, and cancelled checks with respect to such expenditures);
- contracts entered into for the construction, renovation, or purchase of bond-financed facilities;
- an asset list or schedule of all bond financed depreciable property and any depreciation schedules with respect to such assets or property;
- records of the purchases and sales of bond-financed assets;
- private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; arbitrage rebate reports and records of rebate and yield reduction payments, if any; resolutions or other actions, if any, taken by the Governing Body subsequent to the date of issue with respect to such bonds;
- formal elections authorized by the Code or Treasury Regulations that are taken with respect to such bonds;
- relevant correspondence relating to such bonds;
- documents related to guaranteed investment contracts or certificates of deposit, credit enhancement transactions, and financial derivatives entered into subsequent to the date of issue;
- copies of the bond financing record provided by an independent financial advisor;
- copies of any and all forms filed with the IRS for each series of bonds including, as applicable, Form 8038-G or Form 8038-GC; and
- the official transcript prepared by bond counsel with respect to each series of bonds of the City of Cedar Falls.

#### 4. Identification of Violations and Corrections

If, during the period the bonds remain outstanding, it is determined that a violation of federal tax requirements may have occurred, the Director of Finance and Business Operations shall immediately consult with the Advisors to ensure that corrective or remedial action is taken. In consultation with bond counsel, the Director of Finance and Business Operations shall become acquainted with the

remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the limits under Section 141(b)(1) of the Code. In consultation with bond counsel, the Director of Finance and Business Operations shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program, described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Rules with respect to its outstanding bonds.

#### 5. Other Post-Issuance Actions

If, in consultation with the Advisors, the Director of Finance and Business Operations determines that any additional action not identified in this policy must be taken by the Director of Finance and Business Operations to ensure the continuing tax-exempt status or “qualified” status of any issue of the City of Cedar Falls’ bonds, the Director of Finance and Business Operations shall take such action if the Director of Finance and Business Operations has the authority to do so. If, after consultation with the Advisors, the Director of Finance and Business Operations determines that this policy shall be amended or supplemented to ensure the continuing tax-exempt status or “qualified” status of any issue of the City of Cedar Falls’ bonds, the Director of Finance and Business Operations shall follow the appropriate City of Cedar Falls policy or procedure that this document be so amended or supplemented.

SECTION 30  
CONTINUING DISCLOSURE POLICY

Section 30.01 PURPOSE:

This Continuing Disclosure Policy of the City of Cedar Falls is intended to ensure that the City efficiently carries out its continuing disclosure obligations with respect to securities it issues or guarantees pursuant to Rule 15c2-12, as amended (the "**Rule**"), promulgated under the Securities Exchange Act of 1934, as amended.

Section 30.02 BACKGROUND:

The Rule prohibits underwriters from offering bonds unless the issuer provides an official statement and contractually promises to provide specified disclosures as required in the Rule. To facilitate compliance with the Rule, each issuer must enter into a continuing disclosure agreement with the purchaser or underwriter in connection with each new issuance of obligations which fall within the Rule, thereby creating a contractual promise on behalf of the issuer to provide the market with these disclosures. The City is responsible for ensuring that all disclosure documents contain accurate information. The SEC has asserted that, under Rule 10b-5, disclosure documents used by municipal issuers, such as official statements, are subject to the prohibition against false or misleading statements of material facts, including the omission of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading."

Section 30.03 OBLIGATIONS SUBJECT TO THE RULE:

Various offerings are fully or partially exempt from the continuing disclosure provisions under the Rule. Offerings with an aggregate original principal amount of less than \$1 million ("Small Offerings"), offerings sold prior to July 3, 1995 ("Old Offerings") and offerings sold by an issuer directly to investors without using a broker, dealer, or municipal securities dealer as an underwriter or placement agent ("Direct Offerings") are fully exempt from all continuing disclosure provisions under the Rule, unless the City voluntarily agrees to provide continuing disclosures for an otherwise exempt Obligation. SRF loans are considered "Direct Offerings" and therefore are not subject to this Policy.

Section 30.04 DEFINITIONS:

In addition to the terms defined above, the following capitalized terms shall have the following meanings:

"Annual Reports" shall have the meaning set forth in Section 30.09 of this Policy.

"City" means the City of Cedar Falls, Iowa.

"Disclosure Coordinator" means the individual designated in Section 30.05 of this Policy.

"Disclosure Counsel" means legal counsel (which may be bond counsel for a series of Obligations) engaged for the purpose of assisting the City in meeting its primary and secondary market disclosure obligations.

"Financial Advisor" means a municipal advisor engaged for the purpose of assisting with the City's structuring and sale of Obligations.

"Fiscal Year" means the fiscal year of the City, beginning on July 1 and ending on the following June 30.

"EMMA" means the Electronic Municipal Market Access system of the MSRB. Information regarding submissions to EMMA is available at <http://emma.msrb.org/>.

"Employee" means any person who, as part of his or her employment with the City, has regular responsibility for the administration of matters related to Obligations.

"Listed Event" means any of the events listed in Exhibit A of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board or any other board or entity which succeeds to the functions currently delegated to the Municipal Securities Rulemaking Board by the Rule.

"Obligations" means any securities issued by, or whose payment is guaranteed by the City, that are subject to the Rule.

"Official Statement" shall have the meaning set forth in Section 30.06 of this Policy.

"SEC" means the United States Securities and Exchange Commission.

#### Section 30.05 DISCLOSURE COORDINATOR:

By adoption of this Policy, the City hereby appoints the Director of Finance and Business Operations to act as the Disclosure Coordinator of the City.

#### Section 30.06 RESPONSIBILITIES:

The Disclosure Coordinator is responsible for the following tasks:

1. reviewing and approving all preliminary and final official statements relating to the City's securities, together with any supplements, for which a

continuing disclosure undertaking is required (each, an "Official Statement"), before such documents are released, in accordance with Article III below;

2. reviewing annually the City's status and compliance with its continuing disclosure undertakings, including filings of disclosure documents and compliance with this Policy, in accordance with policies listed below;
3. serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any disclosure document;
4. recommending changes to this Policy to the City Council as necessary or appropriate;
5. communicating with third parties, including coordination with outside consultants assisting the City, in the preparation and dissemination of disclosure documents to make sure that assigned tasks have been completed on a timely basis and making sure that the filings are made on a timely basis and are accurate;
6. in anticipation of preparing disclosure documents, soliciting "material" information (as defined for purposes of federal securities law) from identified City Employees;
7. maintaining records documenting the City's compliance with this Policy; and
8. ensuring compliance with training procedures as described below.

The responsibilities of the Disclosure Coordinator to make certain filings with the MSRB under Sections Annual Report Filings and Listed Event Filings may be delegated by contract to a dissemination agent, under terms approved by the City Council.

**Section 30.07 REVIEW AND APPROVAL OF OFFICIAL STATEMENTS:**

Whenever the City issues Obligations, an Official Statement may be prepared. Each of these Official Statements contains information relating to the City's finances. The Disclosure Coordinator, along with any retained Disclosure Counsel and/or Financial Advisor, shall have primary responsibility for ensuring that all such information is accurate and not misleading in any material aspect. The Official Statement may also include a certification that the information contained in the Official Statement regarding the City, as of the date of each official statement, does not contain any untrue statement of material fact or omit to state any material fact necessary to make the information contained in the Official Statement, in light of the circumstances under which it was

provided, not misleading. When undertaking review of a final or preliminary Official Statement, the Disclosure Coordinator shall:

1. review the Official Statement to ensure that there are no material misstatements or omissions of material information in any sections, that the information relating to the City that is included in the Official Statement is accurate, and that when necessary the information relating to the City has been reviewed by a knowledgeable Employee or other appropriate person;
2. draft, or cause to be drafted, for the Official Statement descriptions of (i) any material current, pending or threatened litigation, (ii) any material settlements or court orders and (iii) any other legal issues that are material information for purposes of the Official Statement; and
3. report any significant disclosure issues and concerns to Disclosure Counsel and/or Financial Advisor.

**Section 30.08 SUBMISSION OF OFFICIAL STATEMENTS TO CITY COUNCIL FOR APPROVAL:**

The Disclosure Coordinator shall submit all Official Statements to the City Council for review and approval. The City Council shall undertake such review as deemed necessary by the City Council, following consultation with the Disclosure Coordinator, to fulfill the City Council's responsibilities under applicable federal and state securities laws.

**Section 30.09 ANNUAL REPORT FILINGS OVERVIEW:**

Under the continuing disclosure undertakings the City has entered into in connection with certain of its debt offerings, the City is required each year to file Annual Reports with the EMMA system in accordance with such undertakings. Such Annual Reports are generally required to include: (1) certain updated financial and operating information, and (2) the City's audited financial statements. The documents, reports and notices required to be submitted to the MSRB pursuant to this Policy shall be submitted through EMMA in an electronic format, and shall be accompanied by identifying information, in the manner prescribed by the MSRB, or in such other manner as is consistent with the Rule. A description of the format and information presently prescribed to be filed with EMMA is included in Exhibit B. To facilitate the City's continuing disclosure undertakings the Disclosure Coordinator shall:

1. maintain a record of all continuing disclosure obligations of the City using a chart which shall identify and docket all continuing disclosure deadlines;

2. schedule email reminders on the EMMA website for each Obligation to help ensure timely filing of financial disclosures;
3. ensure that preparation of the City's Annual Reports commences as required under each specific continuing disclosure undertaking; and
4. comply with the City's obligation to file Annual Reports by submitting or causing the required (i) annual financial information and operating data and (ii) audited financial statements to be submitted to the MSRB through EMMA.
  - (a) If the event the City does not have audited financial statements available by the filing deadline imposed by the continuing disclosure agreement, the Disclosure Coordinator shall instead submit the City's unaudited financial statements, and shall file a "failure to file notice" in accordance with the Rule. The failure to file notice shall include information describing the nature and/or cause of the failure to meet the contractual deadline and, if available, an approximate timeframe for when the complete annual financial information is expected to be submitted. Audited financial statements shall be filed as soon as available.
  - (b) All documents submitted to the MSRB through EMMA that are identified by specific reference to documents already available to the public on the MSRB's Internet website or filed with the SEC shall be clearly identified by cross reference.

#### Section 30.10 DISCLOSURE OF LISTED EVENTS:

Pursuant to Rule 15c2-12(b)(5)(i)(C), the City is obligated to disclose to the MSRB notice of certain specified events with respect to the City's securities (a "Listed Event"). All Employees shall be instructed to notify the Disclosure Coordinator if he or she becomes aware of any of the Listed Events listed in the City's continuing disclosure undertakings. The Disclosure Coordinator may consult with Disclosure Counsel, or the Financial Advisor, to discuss the event and to determine whether a filing is required or is otherwise desirable. If such a filing is deemed necessary, the Disclosure Coordinator shall cause a notice of the Listed Event (a "Listed Event Notice") that complies with the Rule to be prepared, and the Disclosure Coordinator shall file the Listed Event Notice as required by the Rule as follows:

1. The Disclosure Coordinator shall monitor and periodically review the Listed Events identified in Exhibit A, in connection with outstanding

obligations to determine whether any event has occurred that may require a filing with EMMA.

2. The Disclosure Coordinator shall file, in a timely manner, a notice of the occurrence of any Listed Event or Events with the MSRB via EMMA with respect to any Obligations to which the Listed Event or Events are applicable, in a timely manner not in excess of ten (10) business days after the occurrence of the Listed Event.
3. The Disclosure Coordinator shall subscribe to any available ratings agency alert service regarding the ratings of any Obligations.

#### Section 30.11 DOCUMENTS TO BE RETAINED:

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with this Policy. The Disclosure Coordinator shall retain an electronic or paper file ("Transcript") for each continuing disclosure Annual Report that the City completes. Each Transcript shall include final versions of documents submitted to the MSRB through EMMA. The Transcript shall be maintained for the period that the applicable Obligations are outstanding, with a minimum of three [3] years from the date the Annual Report is posted on EMMA.

#### Section 30.12 EDUCATION AND TRAINING:

The City shall conduct periodic training to assist the Disclosure Coordinator, all Employees and the City Council in understanding and performing their responsibilities under this Policy. Such training sessions may include a review of this Policy, the City's disclosure obligations under applicable federal and state securities laws, including the Listed Events in Exhibit A, and the disclosure responsibilities and potential liabilities of members of City staff and members of the City Council. Such training sessions may include meetings with Disclosure Counsel, teleconferences, attendance at seminars or conferences where disclosure responsibilities are discussed, and/or recorded presentations.

#### Section 30.13 PUBLIC STATEMENTS REGARDING FINANCIAL INFORMATION:

Whenever the City makes statements or releases information relating to its finances to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Listed Event notices, statements in the annual financial reports, and other financial reports and statements of the City), the City is obligated to ensure that such statements and information are accurate and complete in all material aspects. The Disclosure Coordinator shall assist the Mayor and City Council in ensuring that such statements and information are accurate and not misleading in any material aspect. Investment information published on the City's website may include a

cautionary statement at the request of the Disclosure Coordinator, substantially as follows:

"The only information on this website that is posted with the intention of reaching the investing public, including bondholders, rating analysts, investment advisors, or any other members of the investment community, is located on the "investor information" web pages. Other than the specific information presented in the investor information web pages, no other information on the City's website is intended to be the basis of or should be relied upon in making an investment decision. Because each security issued by the City or its related entities may involve different sources of payment and security, you should refer for additional information to the official statement and continuing disclosure filings for the particular security. The information posted in the investor information web pages speaks only as of its date."

**EXHIBIT A**  
**LISTED EVENTS**

The Disclosure Coordinator should periodically review this list to determine whether any event has occurred that may require a filing with EMMA.

~~The following material events will For securities (subject to Rule 15c2-12) issued on or after December 1, 2010, or for variable rate demand bonds that are converted from a mode currently exempted from rule 15c2-12 to a mode not so exempted on or after December 1, 2010, the following events automatically trigger a requirement to file on EMMA within ten (10) business days of their occurrence, without regards to the materiality of the event:~~

1. principal and interest payment delinquencies

~~2. non-payment related defaults, if material~~

~~3. unscheduled draws on debt service reserves reflecting financial difficulty~~

~~4. unscheduled draws on credit enhancements reflecting financial difficulty~~

~~5. substitution of credit or liquidity providers, or their failure to perform~~

~~6. adverse tax opinions or material events affecting the tax-exempt status of the security~~

~~7. bond calls, if material, and tender offers~~

~~8. modifications to the rights of security holders, if material~~

~~9. defeasances~~

~~10. release, substitution or sale of property securing repayments of the securities, if material~~

~~11. rating changes~~

~~12. bankruptcy, insolvency, receivership or similar event of the issuer or obligated person~~

~~13. the merger, consolidation, or acquisition, sale of all issuer assets, if material~~

~~14. appointment of a successor or additional trustee or the change of name of a trustee, if material~~

~~150. incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material failure to provide in a timely manner notice to provide required annual financial information by the date specified in any continuing disclosure undertaking~~

~~16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties~~

~~The following events trigger a requirement to file notice of their occurrence on EMMA within a reasonable period of time after their occurrence, once they are determined to be material by the Disclosure Coordinator:~~

~~1. non-payment related defaults~~

~~2. modifications to the rights of security holders~~

~~3. bond calls~~

~~4. release, substitution or sale of property securing repayments of the securities~~

~~5. the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms~~

~~6. appointment of a successor or additional trustee or the change of name of a trustee~~

## EXHIBIT B

### Suggested Practices in Submitting Annual Financial Information to EMMA\*

#### **Annual Financial Information is to be submitted to EMMA as follows:**

- through the EMMA Dataport;
- in one or more electronic word-searchable portable document format files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means ("properly formatted pdf file"); and
- indexed by the submitter as "Annual Financial Information and Operating Data" – this EMMA indexing category should be used for all submissions consisting of one or both parts of an annual financial information submission. A submission should be indexed in EMMA by the submitter as "Annual Financial Information and Operating Data" if it consists of complete annual financial information (including audited financial statements and/or the CAFR).

#### **If the audited financial statements have not been prepared in time to meet the deadline:**

- file unaudited financial statements with a notice to the effect that the unaudited financial statements are being provided pending completion of audited financial statements and that the audited financial statements will be submitted to EMMA when they have been prepared.

#### **If annual financial information is provided by reference to other submitted documents file:**

- a notice that includes specific reference to a document available on the EMMA website or the SEC (such as, but not limited to, an official statement), to the extent that such document in fact includes the information required to be included in the annual financial information; and
- the submitter should confirm that such document in fact is available from the EMMA website or the SEC and should include in such notice (A) a textual description of the document that includes the required information, with sufficient detail for a reasonable person to determine the precise document being referenced, and (B) an active hyperlink to the pdf file of such document as then posted on the EMMA website or to the SEC's EDGAR system; further, if such document includes audited financial statements, the submitter should also index such submission as "Audited Financial Statements or CAFR" in addition to (but not instead of) "Annual Financial Information and Operating Data" unless the submitter submits such audited financial statements separately to EMMA.

**Failure to file notices are to be submitted to EMMA as follows:**

- through the EMMA Dataport;
- as an electronic word-searchable and properly formatted pdf file; and
- indexed by the submitter as "Failure to Provide Annual Financial Information."

\* Procedures subject to change

## SECTION 31

### APPRAISAL OF PROPERTY AND THE ESTABLISHMENT OF JUST COMPENSATION

#### 31.01 PURPOSE:

Section 6B.54(2) of the Iowa Code provides that an acquiring agency may prescribe a procedure to waive the requirement for an appraisal "in cases involving the acquisition of property with a low fair market value." This policy prescribes those procedures.

#### 31.02 APPRAISALS OR COMPENSATION ESTIMATES TO BE UTILIZED TO DETERMINE THE VALUE OF PROPERTY OR PROPERTY INTERESTS BEING INVOLUNTARILY ACQUIRED FOR CITY PROJECTS:

1. When the City of Cedar Falls intends to acquire private property or an interest in private property by purchase or condemnation, and when the total anticipated compensation for said property or property interest, as determined by the Department of Community Development, is estimated to be in excess of \$10,000, the valuation of such property or property interest shall be determined through the preparation of an appraisal.
2. When the City of Cedar Falls intends to acquire private property or an interest in private property by purchase or condemnation, and when the total anticipated compensation for said property or property interest, as determined by the Department of Community Development, is estimated to be \$10,000 or less, the valuation of such property or property interest may, in the discretion of the Director of Community Development, be determined through either the preparation of an Appraisal or of a Compensation Estimate.
3. For purposes of this policy, the following terms shall have the following definitions:

**Appraisal** means a written report, prepared by an appraiser in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), indicating the fair market value to be paid for the acquisition or taking of private property, and/or of the damages to be paid for the acquisition or taking of an interest in private property or of a part of such property.

**Compensation Estimate** means a valuation, prepared by an acquisition agent and reported on the appropriate form, indicating the fair market value to be paid for the acquisition or taking of private property, and/or of the damages to be paid for the acquisition or taking of an interest in private

property or of a part of such property. A compensation estimate shall include a breakdown of the valuation and/or damages. A compensation estimate is not an appraisal.

31.03 ESTABLISHMENT OF FAIR MARKET VALUE FOR PROPERTY OR PROPERTY INTERESTS BEING INVOLUNTARILY ACQUIRED FOR CITY PROJECTS:

1. City Council to Establish Fair Market Value for the Acquisition of Property or Property Interests in Excess of \$10,000 in Value.

—In those instances in which the compensation to be paid for a property or property interest, as determined by appraisal, is in excess of \$10,000, the Department of Community Development shall prepare for Council consideration a resolution establishing the fair market value of the property or property interest at its appraised value. The City Council may in its discretion, as to a particular property, delegate to the Director of Community Development the authority to establish the fair market value of such property in excess of \$10,000 pursuant to appraisal.

2. Director of Community Development to Establish Fair Market Value for the Acquisition of Property or Property Interests up to \$10,000 in Value.

In those instances in which the compensation to be paid for a property or property interest, as determined by compensation estimate, is \$10,000 or less, the Director of Community Development shall by written memorandum directed to the City Administrator establish the fair market value of the property or property interest at the value shown in the compensation estimate. In those instances in which the fair market value was established by the Department of Community Development pursuant to a Compensation Estimate, an appraisal will not be required to support an administrative settlement in excess of \$10,000.

3. In making an offer to purchase a property or property interest, the Department of Community Development shall not offer less than the fair market value approved by the City Council or Director of Community Development.
4. This policy does not apply to final purchase offers made immediately prior to the condemnation of property. Final offers made prior to condemnation are to be made by the attorney handling the condemnation, and are to be made with the prior concurrence of, or subject to the approval of, the City Council, and with the prior concurrence of the department with programmatic responsibility for the project for which the property is being acquired.

5. All transactions involving the City's purchase of property or property interests shall be subject to approval by the City Council, regardless whether or not the property or property interest is acquired at the fair market value established as herein provided, except as may otherwise be provided by City ordinance or council policy.

31.04 RELEASE OF APPRAISALS, COMPENSATION ESTIMATE, OR APPRAISAL INFORMATION:

1. Provision of Appraisal or Compensation Estimate to Property Owner Prior to Commencement of Negotiations to Acquire the Property or Property Interest.

Section 6B.45 of the Iowa Code now requires that the acquiring agency mail "a copy of the appraisal in its entirety"...to the person, corporation, or entity whose property or interest in the property is to be taken...at least ten days prior to the date" of contact with the property owner.

The purchase offer for a property or property interest, together with the appraisal or compensation estimate prepared by or on behalf of the City in connection with the City's proposed acquisition of that property or property interest, shall be mailed to the person(s), corporation(s), or entity(ies) who own or have an interest in the property by ordinary mail at their last known addresses not less than 10 days before the City's acquisition agent contacts the property owner or other interest holders to commence negotiations for the purchase of that property or property interest. The offer shall be accompanied by a cover letter to the property owners and interest holders, in which the Department of Community Development shall advise the property owners or interest holders of the pendency of the 10 day waiting period before the City's acquisition agent may contact them to begin negotiations, and shall advise them of their right to waive the 10 day waiting period.

2. Release of Appraisal or Appraisal Information Under Chapter 22 of the Iowa Code, Open Records Law.

Chapter 22 of the Iowa Code, the Open Records Law, provides that "every person shall have the right to examine and copy public records." Section 22.7 of the Code outlines 36 exemptions to this requirement, identifying documents which are to be kept confidential unless otherwise ordered by the court or by the custodian of the records. Section 22.7 makes appraisals or appraisal information confidential in the following described circumstance:

Appraisals or appraisal information concerning the sale or purchase of real or personal property for public purposes, prior to the sale or the execution of any contracts for such sale or the submission of the appraisal to the property owner or other interest holders as provided in Iowa Code Section 6B.45.

The City will not provide copies of appraisals, compensation estimates, or appraisal information to other parties for examination or copying prior to the execution of any contract for such sale or the submission of the appraisal to the property owner or other interest holders. City staff shall consult with the City Attorney to ensure compliance with Chapter 22 of the Iowa Code.

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**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To: Mayor and City Council**  
**From: Jeff Olson, Public Safety Director/Chief of Police**  
**Date: May 29, 2019**  
**Re: Fire Rescue/EMS1 Training Subscription/Contract**

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The Public Safety Department is changing online training services to Fire Rescue/EMS1 Academy. This service is replacing a service that we have used in previous years. Fire Rescue/EMS1 Academy provides for online training for both fire and medical applications with over 900 courses/videos. The training model requires individuals to take each class or watch each video individually and provides testing material for us to use on each session. This service is a great addition to our training program. The attached agreement provides one year of service for all personnel involved in fire and EMS services. The contract total is \$4,456.00.

I recommend approval of the agreement.



by Praetorian Digital

**Order Form**

Quote Number 00020001 Expiration Date 5/2/2019

**Academy Contact Information**

Prepared By Tony Farrell Email tony.farrell@praetoriandigital.com  
 Title Business Development Rep Phone (415) 962-8317

**Department Information**

Account Name Cedar Falls Department of Public Safety Billing Contact Martin Beckner  
 Address 220 Clay St Payment Type Invoice  
 Cedar Falls, IA 50613 Contract Start Date 7/1/2019  
 Contact Name Martin Beckner Contract End Date 6/30/2020  
 Phone (319) 273-8617  
 Email martin.beckner@cedarfalls.com

**Subscription Platform**

Product	Additional Details	Sales Price	Quantity	Total Price
Account Services	One Time Set Up (onboarding and training)	\$400.00	1.00	\$400.00
Fire & EMS Platform/Mobile Solution		\$75.00	30.00	\$2,250.00
Fire Platform/Mobile Solution		\$43.00	42.00	\$1,806.00
Contract Total				\$4,456.00

**Terms & Conditions**

**Billing:** A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified. **Renewal:** Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal unless written notice of non-renewal is received at least sixty days prior to contract end date. **Cancellation:** Contract cannot be canceled prior to effective contract end date. **Department Personnel Use Only:** Passwords and videos can be used by all department personnel without limitation during the term of the subscription. Sharing department login access to the FireRescue1 and/or EMS1 Academy or any downloaded or stored video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access. **Service Agreement:** The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at <http://www.praetoriandigital.com/LMS-Master-Service-Agreement> between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Billing Contact: Ker Thao, ker.thao@praetoriandigital.com, p: 415.962.8327; F: 415.962.8340  
 5217 Tennyson Parkway Suite 500 Plano TX 75024



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To: Mayor and Council**  
**From:** Jeff Olson, Public Safety Director/Chief of Police  
**Date:** May 30, 2019  
**Re: All-Terrain Vehicle use on City Streets**

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As you may recall the Western Home Communities made a request one year ago for the use of all-terrain vehicles on streets surrounding their community. The primary purpose was for the use of utility vehicles for maintenance reasons for all their buildings and facilities. The state code does allow the city to grant this request. The Council granted their request for a one year period which expires on June 17. The resolution restricts the use to 25 mph, to certain streets, requires insurance and has other restrictions.

The first year has worked well with no problems. Attached is a resolution granting their request on a permanent basis. I am recommending approval of their request.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Section 26-154(a)(6) of the Code of Ordinances of the City of Cedar Falls allows for the operation of all-terrain vehicles on the streets and highways in the City in accordance with Iowa Code Section 321I.10(3); and

**WHEREAS**, Iowa Code Section 321I.10(3), and by reference, Iowa Code Section 321.234A, allow registered all-terrain vehicles, including off-road utility vehicles, to be operated by persons with a valid driver's license at speeds of 35 miles per hour or less on streets designated by the City; and

**WHEREAS**, by Resolution No. 21,168 the City Council of the City of Cedar Falls, Iowa, designated certain streets for operation of off-road utility vehicles for limited purposes upon certain conditions for a period of one year from adoption on June 18, 2018; and

**WHEREAS**, such designation of streets has been complied with by the public and has brought no additional need for law enforcement resources or additional City expenditures; and

**WHEREAS**, the City Council has determined that extending for an indefinite period of time the designation of streets for operation of off-road utility vehicles in the same streets in the City of Cedar Falls, for the same limited purposes and upon the same conditions as stated in Resolution No. 21,168, is appropriate

**NOW, THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, to designate certain streets in the City of Cedar Falls for operation of off-road utility vehicles as follows:

A. Designation of Streets. The following streets located in the City of Cedar Falls are hereby designated for the operation of off-road utility vehicles upon the terms and conditions stated herein:

1. Iris Drive
2. Rosemary Drive
3. Parsley Drive
4. Hyacinth Drive
5. Bluebell Road (4900 – 5100 blocks only)
6. Sage Road
7. Thyme Road
8. Caraway Lane
9. Shooting Star Way
10. Sweet Basil Lane
11. Prairie View Road (700 – 1000 blocks only)
12. South Main Street (5000 – 5600 blocks only)

This street designation is depicted on the map attached as Exhibit "A" and incorporated herein.

B. Vehicles. Only off-road utility vehicles as defined in Iowa Code Section 321.1(47A) are included in this designation. Such vehicles shall be registered as required by Iowa law, and

shall be equipped with headlights of sufficient intensity to reveal persons and vehicles at a distance of at least 350 feet ahead, brake lights and turn signals capable of being plainly seen at a distance of at least 500 feet from the vehicle, a horn, rear view and side view mirrors, roll over protection, and seat belts for the driver and all passengers. Such vehicles shall not be operated with more persons on the vehicle than the vehicle is designed to carry and for which seat belts are provided.

C. Purpose. The operation of off-road utility vehicles on the City streets included in this designation shall be limited in purpose to performing repair and maintenance to buildings and facilities adjacent to the streets within the designation, hauling materials and equipment for such repair and maintenance, and transportation of residents between and among homes and facilities adjacent to the streets within the designation.

D. Operators. All operators of off-road utility vehicles on the City streets within this designation shall have a valid driver's license.

E. Speed Limit. Off-road utility vehicles within this designation shall be operated at a maximum speed of 25 miles per hour or, if the posted speed limit is less, no faster than the posted speed limit.

F. Insurance. Off-road utility vehicles operating within this designation shall be insured for liability purposes with minimum limits of at least \$300,000.00 combined single limit.

G. Traffic Laws. Operators of off-road utility vehicles on the City streets within this designation shall abide by all City and state traffic laws, regulations and ordinances.

H. Revocation. The City reserves the right to modify or revoke any or all parts of this street designation at any time, by Resolution of the City Council.

I. Term. This street designation is made for an indefinite period of time, subject to revocation as provided in paragraph H above.

J. Violation. If an operator violates any of the terms and conditions of this designation the operator shall be considered to be unlawfully operating an off-road utility vehicle on City streets. Depending upon the circumstances, violation of other traffic laws may also occur. Such violations are simple misdemeanors, punishable as provided in Cedar Falls Code of Ordinances Section 1-8.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



Exhibit A





**CEDAR FALLS POLICE DEPARTMENT**

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

*Approved*  
*[Signature]*

**MEMORANDUM**

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To: Chief Olson  
From: Lt. Kari Rea  
Date: 5/30/19  
Re: Animals Prohibited

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In reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc, the events for 2019 will be held Wednesday, June 26<sup>th</sup> at 5:00 p.m. through Sunday, June 30<sup>th</sup> at midnight.

Per the ordinance, animals should not be permitted in the following locations, on the dates and times listed above. These locations would include parks, streets, sidewalks and parking lots.

- Gateway Park and Meirriam's Midway
- Overman Park
- Sturgis Park
- Policeman's Park
- Franklin and Clay Streets from 1<sup>st</sup> to Fourth Streets
- 2<sup>nd</sup> and 3<sup>rd</sup> Streets from Washington to Franklin Streets
- Lincoln Street from 1<sup>st</sup> to McKinley Streets
- Greeley, A, B, North/South Logan and Horty Streets
- Grant Street from Greeley to McKinley Streets
- 1<sup>st</sup> Street from Main to the east side of the Main Street bridge
- Public Parking area from Fuzzy's Auto to Policeman's Park., and from Lincoln to the Railroad Tracks

Animals should not be permitted on the streets/sidewalks or in the area of the parade/parade route on Saturday, June 29<sup>th</sup>, between the hours of 6:00 a.m. and Noon.

Streets impacted by this include:

Clay Street from 8<sup>th</sup> to 11<sup>th</sup> Streets  
11<sup>th</sup> Street from Clay to Main Streets  
Main Street from 11<sup>th</sup> to 3<sup>rd</sup> Streets  
3<sup>rd</sup> Street from Main to Franklin Streets  
Franklin Street from 3<sup>rd</sup> to 5<sup>th</sup> Streets

In addition, animals should not be permitted on the streets or in the area of the Arts 'n Crafts fair from 6:00 a.m. through 6:00 p.m. on Sunday, June 30<sup>th</sup>. Streets impacted by the Arts 'n Crafts fair are as follows:

3<sup>rd</sup> Street from Washington to Franklin  
Franklin and Clay Streets from 1<sup>st</sup> to 4<sup>th</sup> Streets

This request includes parks, streets and other areas that are currently planned to be used for the events. There is always the chance of unexpected changes, due to bad weather or other unforeseen circumstances. For this reason I would recommend we be flexible and we allow other parks and streets that may be affected at the last minute. These changes or additions to the Sturgis Falls or Cedar Basin Jazz Festivals would be approved without further notice to the council. The Sturgis Falls committee intends to post notices at many park entrances notifying patrons of the ordinance.

Lt. Kari Rea



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS/PARKS DIVISION  
2200 TECHNOLOGY PARKWAY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

**MEMORANDUM**

---

**TO:** Mayor James P. Brown and Cedar Falls City Council  
**FROM:** Mark Ripplinger, Director, Municipal Operations & Programs  
**DATE:** May 29, 2019  
**SUBJECT:** Youth Pollinator Program – North Cedar Natural Resource Project

At the May 6, 2019 City Council meeting, the council approved a “Youth Pollinator Habitat Project” in Police Officers Memorial Park. The purpose of the program is to plant prairie species that provide habitat for insects and other wildlife. It is envisioned that this could be a multi-year partnership to establish prairie on lots that are currently being maintained in turf. Targeted areas would be vacant lots and those that were part of the flood buyout program. A second location has recently been planted in the North Cedar Natural Resource Project.

A Memorandum of Understanding (MOU) also needs to be approved for this project. It outlines areas of responsibility regarding planting and maintenance. The terms of MOU related to maintenance are agreeable by the Public Works & Parks Division. As the program moves forward, it will reduce ongoing turf maintenance.

The Department of Municipal Operations and Programs recommends that the memorandum of understanding be approved. Please let me know if you have any questions.

# Youth Pollinator Habitat Project

## North Cedar Natural Resource Project







**MEMORANDUM**

ADMINISTRATION DIVISION  
2200 TECHNOLOGY PKWY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

PUBLIC WORKS/PARKS  
DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Brian M. Heath, Public Works/Parks Div. Manager *BMH*  
**DATE:** May 29, 2019  
**SUBJECT:** Pavement Sealing Equipment

Competitive quotations were received for pavement sealing equipment that is budgeted for Fiscal Year 2020 as part of the Vehicle Replacement Program. This specialized equipment is used to seal cracks on pavement surface in an effort to extend pavement life by preventing moisture penetration.

The following is a summation of the competitive quotes that were received:

Logan Contractor Supply	\$72,838.86
Brock White Construction	\$82,141.75
Sherwin Industries	\$82,142.00

The quote received from Logan Contractor Supply is in order and the lowest quote received. Therefore, it is the recommendation of the Municipal Operations and Programs Department to accept the quote from Logan Contractor Supply in the amount of \$72,836.86 for purchase of pavement sealing equipment.

This equipment is listed in the Street Construction Fund for FY20 at a budgeted amount of \$80,000.00. The projected delivery date for this equipment is late July or early August 2019, which fits into the budget time line.

Please feel free to contact me if you have questions.

CC: Mark Ripplinger, Director of Municipal Operations and Programs



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Building Inspection Division***

**TO:** Honorable Mayor Jim Brown and City Council

**FROM:** Craig Witry, Building Official

**DATE:** May 24, 2019

**SUBJECT:** 4418 University Ave. / Univ. Ave. Reconstruction Project-Phase II  
Partial Demolition & Exterior Wall Rebuild - Project No. RC-000-3114  
Final Acceptance

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The project consists of the demolition of the west 24'-8" of the building located at 4410 University Ave and the installation of a new store front on the west end. The project was initiated to construct the intersection of University Ave and Cedar Heights Drive. The project has been substantially completed to include the demo of the new store front, new outside entry landing and handicap ramp with railing, rough wiring inside, the installation and new painting of new soffit and fascia, gutter and drop. Concrete for two new parking spaces was striped and handicap signage was installed. Work that cannot be completed due to concerns of the property owner include the completion of the roofing on the west end, drywall of the ceiling inside the new store front, drywall on the new framed wall for the store front and electrical interior finish.

The contractor has been compensated for the materials and labor to this point in the project. The project was started in the summer of 2017 and due to pending litigation there has been no activity in 2018 or 2019. The contractor has requested the project be closed. Considering the situation and the owner's concerns, I recommend the project be closed at this time.

Craig Witry  
Building Official



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Terra Ray, Engineer Technician II

**DATE:** May 29, 2019

**SUBJECT:** Walnut Street Box Culvert Replacement  
Project Number BR-106-3152

The City of Cedar Falls is planning to reconstruct the Walnut Street Box Culvert, University Branch of Dry Run Creek. The project will require the acquisition of temporary easements and permanent easements along the corridor. Plans for the project shows the need for acquisitions from approximately four (4) properties.

We recommend that the Council approve and execute Parcel 4 Easement Agreement and record at the black hawk county courthouse.

xc: Chase Schrage, Principal Engineer

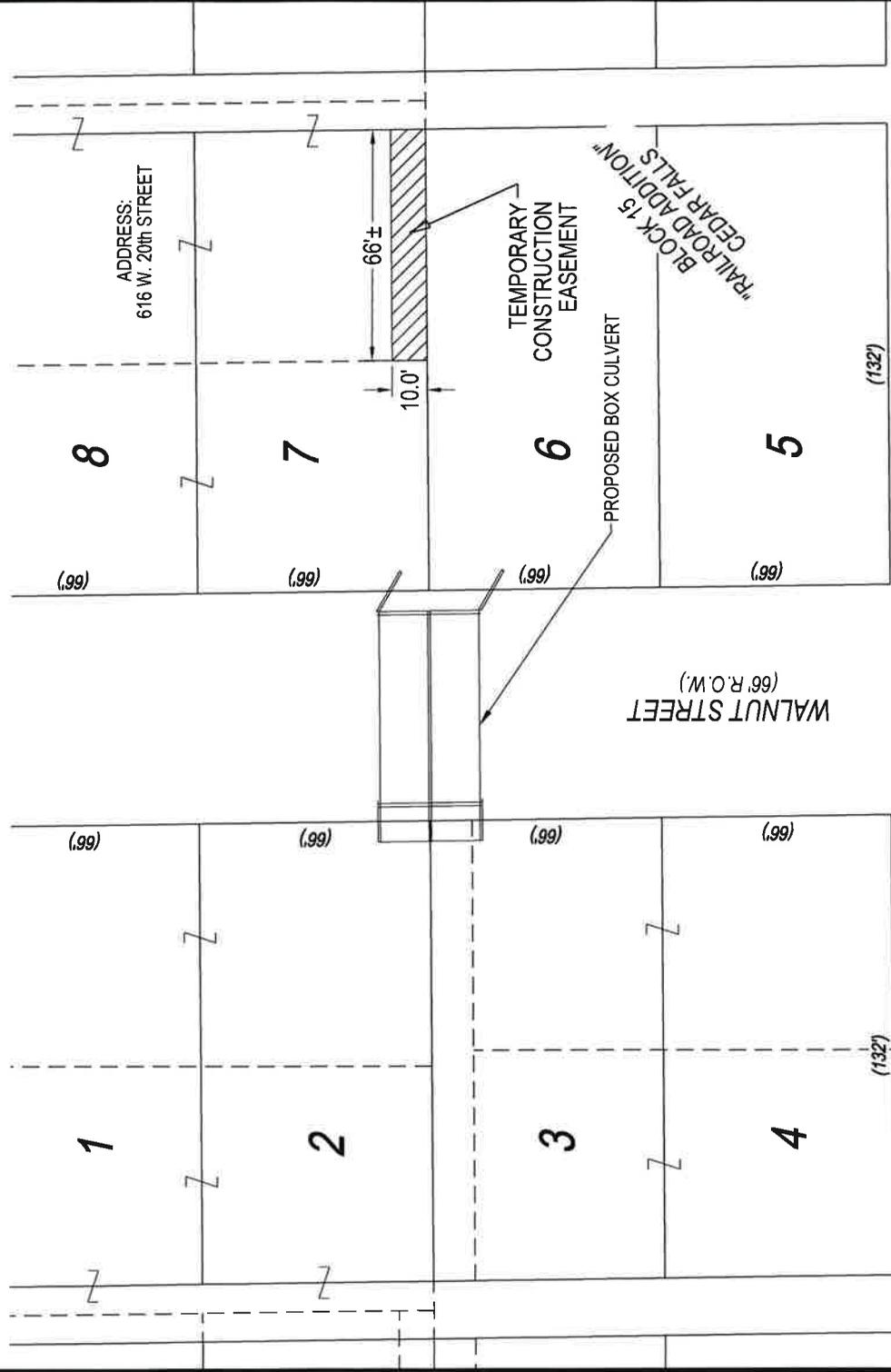




Right of Way Acquisition Plat  
Walnut Street Box Culvert Replacement

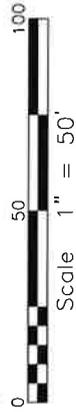
City Proj. No. BR-106-3152

TEMPORARY CONSTRUCTION EASEMENT



TEMPORARY CONSTRUCTION EASEMENT:

The South 10.0 feet of the East Half (E 1/2) of Lot 7, Block 15, Railroad Addition in the City of Cedar Falls, Black Hawk County, Iowa.  
Contains 660 square feet, more or less.



Owner  
GAYLE M. POHL  
616 W. 20th STREET  
CEDAR FALLS, IOWA 50163

Parcel No. : 4  
8914-13-303-002

This plat has been compiled from record information and is not the result of a field survey.

DEPARTMENT OF COMMUNITY DEVELOPMENT  
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA  
50613  
(319) 273-8606



Signature: *Jeffrey P. Helland* Date: *11/4/19*

Jeffrey P. Helland, L.S. Iowa License No. 16264  
My license renewal date is December 31, 2019.  
Pages or Sheets covered by this Seal:

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

DRAWN BY: JCH  
CHECKED BY: JPH  
519

Least Update: January 4, 2019 1:02 PM	SHEET NO. 1	TOTAL SHEETS 1
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## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Ben Claypool, EI, Civil Engineer II

**DATE:** May 28, 2019

**SUBJECT:** Walnut Street Box Culvert Replacement  
Project No. BR-106-3152  
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Peterson Contractors Inc. for the construction of the Walnut Street Box Culvert Replacement.

The Department of Community Development recommends approving and executing the contract with Peterson Contractors Inc. for the construction of the Walnut Street Box Culvert Replacement. This project will replace the box culvert crossing Walnut Street between 20<sup>th</sup> and 21<sup>st</sup> street. Additional work includes the replacement of the underground utilities and the concrete roadway over the length of the entire block, including new sidewalks and roadway access.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development

**FORM OF CONTRACT**

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Peterson Contractors Inc. of Reinbeck, Iowa, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 – Walnut Street Box Culvert Replacement, Project No. BR-106-3152 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of May 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. BR-106-3152 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

PETERSON CONTRACTORS, INC.



Cordell Q. Peterson, President  
104 Blackhawk Street, P.O. Box A  
Reinbeck, Iowa 50669

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
James P. Brown, Mayor

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

## Performance, Payment and Maintenance Bond

SURETY BOND NO. 107049026

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 Seven Hundred Eighty-Eight Thousand Three Hundred Seventy-Five Dollars and Five Cents (\$788,375.05), 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 3<sup>rd</sup> day of June, 2019, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

### **2019 – Walnut Street Box Culvert Replacement Project No. BR-106-3152**

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.

Witness our hands, in triplicate, this 3rd day of June, 2019.

Surety Countersigned By:

**PRINCIPAL:**

Not Required  
Signature of Agent

Peterson Contractors, Inc.  
Contractor

By:   
Signature  
president

Printed Name of Agent

Title

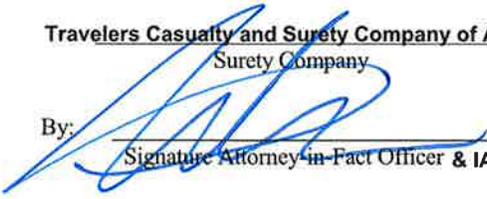
Company Name

**SURETY:**

Company Address

Travelers Casualty and Surety Company of America  
Surety Company

City, State, Zip Code

By:   
Signature Attorney-in-Fact Officer & IA Resident Agent

Company Telephone Number

Anne Crowner  
Printed Name of Attorney-in-Fact Officer & IA Resident Agent

**FORM APPROVED BY:**

Holmes Murphy and Associates, LLC  
Company Name

2727 Grand Prairie Parkway  
Company Address

Waukee, IA 50263  
City, State, Zip Code

Attorney for Owner

(515) 223-6800  
Company Telephone Number

**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: 107049026
Principal: Peterson Contractors, Inc.
Obligee: City of Cedar Falls

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]
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]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this **3rd** day of **June**, 2019.



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>LSB Financial Services</b>		NAMED INSURED <b>Peterson Contractors, Inc.</b> PO Box A/104 Blackhawk St Reinbeck, IA 50669	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Additional Named Insured**  
**Reinbeck Motors, Inc.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF POLICY PROVISIONS - OPERATIONS  
PERFORMED FOR IOWA ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Organization	Designated Location Of Covered Operations
City of Cedar Falls, Iowa City of Cedar Rapids, Iowa City of Coralville, Iowa City of Des Moines, Iowa City of Dubuque, Iowa	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for such additional insured at the locations designated in the Schedule; or
  2. In connection with your premises owned by or rented to you and shown in the Schedule.
- B.** With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 4., **Other Insurance** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

- 4. Other Insurance**
- a. Primary And Non-Contributory To Other Insurance**  
 This insurance is primary and non-contributory with the additional insured's own insurance, and we will not seek contribution from that other insurance.  
  
 This paragraph does not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph **b.** below.
  - b. Excess Insurance**  
 This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(5) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**C. Governmental Immunity**

With respect to insurance provided to the additional insured shown in the Schedule, the following conditions are added to Section IV - Commercial General Liability Conditions:

**1. Nonwaiver Of Governmental Immunity**

The inclusion of the municipality or governmental subdivision as an additional insured under this endorsement does not waive any of the defenses of governmental immunity available to the municipality or governmental subdivision under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage**

With respect to the insurance provided by this endorsement, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**3. Assertion Of Governmental Immunity**

The municipality or governmental subdivision shown in the Schedule shall be responsible for asserting any defense of immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality or governmental subdivision shown in the Schedule.

**4. Non-Denial Of Coverage**

We shall not deny coverage under this policy, nor shall we deny any of the rights and benefits accruing to the municipality or governmental subdivision shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality or governmental subdivision shown in the Schedule of this endorsement.

**5. No Other Change In Policy**

We agree with the municipality or governmental subdivision shown in the Schedule that the preservation of governmental immunities contained in the paragraphs above shall not otherwise change or alter the coverage available under this policy.

**D. Special Cancellation Or Nonrenewal Notification**

With respect to insurance provided to the additional insured shown in the Schedule, the following condition is added to Section IV - **Commercial General Liability Conditions:**

In the event of:

1. Cancellation for nonpayment of premium, we agree to mail or deliver written notification to the organization shown in the Schedule at least ten (10) days prior to the effective date of the action.
2. a. Cancellation or nonrenewal for any statutorily permitted reason other than nonpayment of premium; or  
b. Material restriction of coverage and/or a change in the Limits of Insurance,

we agree to mail or deliver written notification to the organization shown in the Schedule at least thirty (30) days prior to the effective date of the action.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE	
<b>Number of Days Notice:</b>  Part A: <u>  30  </u>  Part B: <u>  10  </u>  Part C: <u>  30  </u>  Part D: <u>  30  </u>	<b>Name of Certificate Holder:</b> BLANKET WHEN REQUIRED BY CONTRACT  <b>Mailing Address:</b>

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the Insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR NONRENEWAL  
TO DESIGNATED CERTIFICATE HOLDER**

SCHEDULE	
<b>Number of Days Notice:</b>	<b>Name of Certificate Holder:</b>
Part A: <u>30</u>	BLANKET WHEN REQUIRED BY CONTRACT
Part B: <u>10</u>	<b>Mailing Address:</b>
Part C: <u>30</u>	
Part D: <u>30</u>	

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

- D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the Schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED  
CERTIFICATE HOLDER**

**Policy Number:** 41 WN QU2150

**Endorsement Number:**

**Effective Date:** 7/1/2018 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** PETERSON CONTRACTORS, INC.  
PO BOX A  
REINBECK, IA 50669

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

- D. If this policy is nonrenewed by the Company, notice of such nonrenewal will be provided to the certificate holder in the schedule, at least the number of days in advance of the nonrenewal effective date, as shown in Part D.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

**Schedule**

**Number of Days Notice:**

Part A: 30

Part B: 10

Part C: 30

Part D: 30

**Name and Mailing Address of Certificate Holder**

BLANKET WHEN REQUIRED BY CONTRACT

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II - Who Is An Insured** is replaced with the following:

**f. Any Other Party**

Any other person or organization who is not an Insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
  - (a) During the policy period; and
  - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions, except as otherwise amended below.

- B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the Other Insurance Condition of Section IV - Commercial General Liability Conditions is replaced with the following:

**When You Add Others As An Additional Insured To This Insurance**

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

**(c) Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** PETERSON CONTRACTORS, INC.

**Endorsement Effective Date:** 07/01/2018

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** PETERSON CONTRACTORS, INC.

**Endorsement Effective Date:** 07/01/2018

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**  
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**ADDENDUM #1 FORM OF PROPOSAL  
WALNUT STREET BOX CULVERT REPLACEMENT PROJECT  
PROJECT NO. BR-106-3152  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contractors have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the WALNUT STREET BOX CULVERT REPLACEMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	2010-108-C-0	Clearing & Grubbing	L.S.	1.0	1,300 <sup>-</sup>	1,300 <sup>-</sup>
2	2010-108-D-3	Topsoil, Furnish & Spread	C.Y.	419.0	20 <sup>-</sup>	8,380 <sup>-</sup>
3	2010-108-E-0	Excavation, Class 10, Roadway	C.Y.	825.0	10 <sup>50</sup>	8,662 <sup>50</sup>
4	2010-108-E-0	Excavation, Class 10, Unstable, Roadway	C.Y.	82.5	55 <sup>25</sup>	4,558 <sup>12</sup>
5	2010-108-E-0	Excavation, Class 12, Boulder	C.Y.	8.2	45 <sup>-</sup>	369 <sup>-</sup>
6	2010-108-E-0	Excavation, Class 13, Channel	C.Y.	125.9	10 <sup>50</sup>	1,321 <sup>95</sup>
7	2010-108-G-0	Compaction, Subgrade, Roadway	STA.	4.5	550 <sup>-</sup>	2,475 <sup>-</sup>
8	2010-108-H-0	Geogrid	S.Y.	1484.1	3 <sup>-</sup>	4,452 <sup>30</sup>
9	2010-108-I-0	Modified Subbase, 12 IN., Roadway	S.Y.	2473.5	15 <sup>50</sup>	38,339 <sup>25</sup>
10	2010-108-J-2A	Removal of Existing Bridge Structure	L.S.	1.0	10,500 <sup>-</sup>	10,500 <sup>-</sup>

#42,575<sup>50</sup>  
MT

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
11	2010-999-1	Excavation, Class 23, Structure	C.Y.	369.7	115 <sup>-</sup>	345 <sup>-</sup>
12	2010-999-2	Granular Subbase Backfill, Culvert	C.Y.	75.4	43 <sup>75</sup>	3,298 <sup>75</sup>
13	2010-999-3	Granular Bedding, Culvert	C.Y.	91.3	46 <sup>75</sup>	4,268 <sup>75</sup>
14	2010-999-4	Flowable Mortar, Culvert	C.Y.	61.0	170 <sup>-</sup>	10,370 <sup>-</sup>
15	3010-108-D-0	Granular Backfill (Replacement of Unsuitable Backfill)	TON	50.0	28 <sup>25</sup>	1,412 <sup>50</sup>
16	4010-108-A-1	Sewer, Sanitary, 8" Truss Pipe	L.F.	72.0	52 <sup>-</sup>	3,744 <sup>-</sup>
17	4010-108-E-0	Sewer, Sanitary Service Stub, 4" SDR 23.5	L.F.	25.0	64 <sup>-</sup>	1,600 <sup>-</sup>
18	4010-108-H-0	Removal of Sanitary Sewer, VCP, 8"	L.F.	138.0	7 <sup>50</sup>	1,035 <sup>-</sup>
19	4020-108-A-1	Sewer, Storm, 18 IN. Dia., 2000D, RCP	L.F.	114.0	56 <sup>-</sup>	6,384 <sup>-</sup>
20	4020-108-A-1	Sewer, Storm, 18 IN. Dia., Standard Perf., HDPE	L.F.	170.0	39 <sup>-</sup>	6,630 <sup>-</sup>
21	4020-108-A-1	Sewer, Storm, 24 IN. Dia., 2000D, RCP	L.F.	64.0	77 <sup>-</sup>	4,928 <sup>-</sup>
22	4020-108-A-1	Sewer, Storm, 24 IN. Dia., Standard Perf., HDPE	L.F.	267.0	50 <sup>-</sup>	13,350 <sup>-</sup>
23	4020-108-C-0	Removal of Storm Sewer, RCP, 12"	L.F.	448.0	13 <sup>-</sup>	5,824 <sup>-</sup>
24	4030-999-1	Double Cell 14 Ft. X 6 Ft. Culvert, Precast, PCC	L.F.	54.0	2,250 <sup>-</sup>	121,500 <sup>-</sup>
25	4030-999-2	Double Cell 14 Ft. X 6 Ft. Culvert Apron, 2:1 Sloped End Section, Precast, PCC, Including Parapet	L.S.	1.0	19,300 <sup>-</sup>	19,300 <sup>-</sup>
26	4030-999-3	Double Cell, Flared End Section, 30° South & -30° North, 2 - 2.3:1 Slope Walls, PCC, Including Parapet	L.S.	1.0	26,000 <sup>-</sup>	26,000 <sup>-</sup>
27	4030-999-4	1 Ft. X 4 Ft. X 36 Ft. Curtain Wall, Precast, PCC	EA.	2.0	5,000 <sup>-</sup>	10,000 <sup>-</sup>
28	4040-108-A-0	Subdrain, Standard Perf., 6 IN.	L.F.	778.0	10 <sup>50</sup>	8,169 <sup>-</sup>
29	4040-108-D-0	Subdrain, Outlet, 6 In. X 2 Ft., CMP	EA.	12.0	165 <sup>-</sup>	1,980 <sup>-</sup>
30	4040-108-D-0	Subdrain, Outlet, 6 In x 6 Ft., CMP	EA.	2.0	225 <sup>-</sup>	450 <sup>-</sup>
31	4040-108-E-0	Storm Sewer Service Stub, Non Perforated HDPE, 4"	EA.	4.0	250 <sup>-</sup>	1,000 <sup>-</sup>
32	5010-108-A-1	Watermain, Trenched, SJ DIP, 6" (Polyethylene Wrapped)	L.F.	585.0	51 <sup>-</sup>	29,835 <sup>-</sup>
33	5010-108-A-1	Watermain, Trenched, SJ DIP, 10" (Polyethylene Wrapped)	L.F.	130.0	75 <sup>50</sup>	9,815 <sup>-</sup>
34	5010-108-C-1	Bend, 6" MJ 45°	EA.	4.0	275 <sup>-</sup>	1,100 <sup>-</sup>
35	5010-108-C-1	Bend, 6" MJ 90°	EA.	8.0	275 <sup>-</sup>	2,200 <sup>-</sup>

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
36	5010-108-C-1	Cross, 6" X 6" MJ	EA.	1.0	525 <sup>-</sup>	525 <sup>-</sup>
37	5010-108-C-1	Cross, 10" X 10" MJ	EA.	1.0	800 <sup>-</sup>	800 <sup>-</sup>
38	5010-108-C-1	Tee, 6" X 6" MJ X MJ	EA.	1.0	485 <sup>-</sup>	485 <sup>-</sup>
39	5010-108-C-1	Tee, 10" X 6" MJ X MJ	EA.	1.0	630 <sup>-</sup>	630 <sup>-</sup>
40	5010-108-C-1	Reducer, 10" X 6" MJ X PE	EA.	2.0	400 <sup>-</sup>	800 <sup>-</sup>
41	5010-108-C-1	Sleeve, 10" X 12" Solid	EA.	2.0	650 <sup>-</sup>	1,300 <sup>-</sup>
42	5010-108-C-1	6" Nitrile Gaskets	EA.	14.0	45 <sup>-</sup>	630 <sup>-</sup>
43	5010-108-C-1	10" Nitrile Gaskets	EA.	4.0	60 <sup>-</sup>	240 <sup>-</sup>
44	5010-108-C-1	Cap, 6" MJ	EA.	4.0	170 <sup>-</sup>	680 <sup>-</sup>
45	5010-108-C-1	Cap, 10" MJ	EA.	2.0	240 <sup>-</sup>	480 <sup>-</sup>
46	5010-108-C-1	Joint Restraint Gasket, 6"	EA.	14.0	275 <sup>-</sup>	3,850 <sup>-</sup>
47	5010-108-C-1	Joint Restraint Gasket, 10"	EA.	2.0	365 <sup>-</sup>	730 <sup>-</sup>
48	5010-108-C-1	Mechanical Joint Restraint, 6"	EA.	32.0	90 <sup>-</sup>	2,880 <sup>-</sup>
49	5010-108-C-1	Mechanical Joint Restraint, 10"	EA.	6.0	115 <sup>-</sup>	690 <sup>-</sup>
50	5010-108-D-0	Service Shortside, 3/4"	EA.	2.0	1,250 <sup>-</sup>	2,500 <sup>-</sup>
51	5010-108-D-0	Service Longside, 3/4"	EA.	2.0	2,100 <sup>-</sup>	4,200 <sup>-</sup>
52	5020-108-A-0	Valve, 6" MJ Gate W/ Box	EA.	4.0	2,250 <sup>-</sup>	9,000 <sup>-</sup>
53	5020-108-A-0	Valve, 10" MJ Gate W/ Box	EA.	1.0	3,285 <sup>-</sup>	3,285 <sup>-</sup>
54	5020-108-C-0	Hydrant Assembly	EA.	2.0	4,450 <sup>-</sup>	8,900 <sup>-</sup>
55	5020-108-I-0	Remove Hydrant Assembly	EA.	1.0	1,200 <sup>-</sup>	1,200 <sup>-</sup>
56	6010-108-A-0	Manhole, Sanitary Sewer, SW-301	EA.	2.0	4,350 <sup>-</sup>	8,700 <sup>-</sup>
57	6010-108-A-0	Manhole, Storm Sewer, SW-401	EA.	2.0	2,450 <sup>-</sup>	4,900 <sup>-</sup>
58	6010-108-E-0	Manhole Adjustment, Minor	EA.	2.0	650 <sup>-</sup>	1,300 <sup>-</sup>
59	6010-108-H-0	Remove Manhole	EA.	3.0	400 <sup>-</sup>	1,200 <sup>-</sup>
60	6010-108-H-0	Remove Intake	EA.	7.0	350 <sup>-</sup>	2,450 <sup>-</sup>
61	6010-999-1	Intake, Type D	EA.	12.0	5,180 <sup>-</sup>	62,160 <sup>-</sup>
62	7010-108-A-0	Pavement, Stand. Or Slip-Form, PCC, 8 IN., Class 'C'	S.Y.	2246.0	51 <sup>60</sup>	115,893 <sup>60</sup>
63	7030-108-A-0	Removal of Driveway	S.Y.	80.6	1150	926 <sup>90</sup>
64	7030-108-A-0	Removal of Sidewalk	S.Y.	122.4	950	1,162 <sup>80</sup>

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
65	7030-108-E-0	Sidewalk, 4", Type 'C', Class III, PCC	S.Y.	373.3	42 <sup>85</sup>	15,995 <sup>70</sup>
66	7030-108-E-0	Sidewalk, 6", Type 'C', Class III, PCC	S.Y.	99.9	83 <sup>65</sup>	8,356 <sup>64</sup>
67	7030-108-G-0	Pedestrian Ramps, Detectable Warnings	S.F.	160.0	36 <sup>-</sup>	5,760 <sup>-</sup>
68	7030-108-H-1	Driveway, 6", Type 'C', Class III, PCC	S.Y.	80.6	58 <sup>85</sup>	4,743 <sup>31</sup>
69	7030-108-H-2	Surfacing, 1" Roadstone	TON	50.0	28 <sup>-</sup>	1,400 <sup>-</sup>
70	7040-108-A-0	Patch, HMA (ST) Surface, 1/2", No Fric.	TON	5.0	250 <sup>-</sup>	1,250 <sup>-</sup>
71	7040-108-H-0	Removal of Pavement	S.Y.	2246.0	6 <sup>-</sup>	13,476 <sup>-</sup>
72	8030-108-A-0	Traffic Control	L.S.	1.0	2,500 <sup>-</sup>	2,500 <sup>-</sup>
73	8940-999-1	Type A Signs, Aluminum	S.F.	29.5	23 <sup>-</sup>	678 <sup>50</sup>
74	8940-999-2	Sign Post, Square Tubing 14 Gauge 2" Galvanized	L.F.	74.5	10 <sup>-</sup>	745 <sup>-</sup>
75	9010-108-B-0	Hydraulic Seeding	S.F.	15412.0	.15	2,311 <sup>80</sup>
76	9020-108-A-0	Sod, Provide & Place	S.F.	7200.0	.90	6,480 <sup>-</sup>
77	9040-108-D-1	Filter Sock, 9"	L.F.	240.0	3 <sup>50</sup>	840 <sup>-</sup>
78	9040-108-E-0	Rolled Erosion Control Product, Extended Term (RECP)	S.Y.	452.2	2 <sup>25</sup>	1,017 <sup>45</sup>
79	9040-108-J-0	Revetment, Class E	TON	210.0	43 <sup>50</sup>	9,135 <sup>-</sup>
80	9040-108-T-1	Sediment Filter, Intake Well	EA.	12.0	140 <sup>-</sup>	1,680 <sup>-</sup>
81	9040-108-T-2	Cleaning, Sediment Filter Basin	EA.	12.0	50 <sup>-</sup>	600 <sup>-</sup>
82	9080-108-C-0	Safety Rail	L.F.	103.5	240 <sup>-</sup>	24,840 <sup>-</sup>
83	11,020-108-A-0	Mobilization	L.S.	1.0	27,000 <sup>-</sup>	27,000 <sup>-</sup>
<b>TOTAL</b>						<del>746,204<sup>54</sup></del>

- All # 788, 375.05

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-83). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further

reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of see attached Bid Bond in the form of \_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 5/9/19

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

Peterson Contractors, Inc.

104 Black Hawk St. Reinbeck, IA 50469  
Official Address

By 

PM/Estimator  
Title



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Ben Claypool E.I., Civil Engineer II

**DATE:** May 24, 2019

**SUBJECT:** 100 Block Alley Reconstruction Project  
Project No. RC-039-3154  
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Lodge Construction Inc. for the construction of the 100 Block Alley Reconstruction Project.

The Department of Community Development recommends approving and executing the contract with Lodge Construction Inc. for the construction of the 100 Block Alley Reconstruction Project. This project will reconstruct the existing alleyway with new P.C.C. pavement, undergo extensive underground utility work, widen the alley, and involve associated visual improvements, such as landscaped area and decorative bollards.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development

## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Lodge Construction, Inc. of Clarksville, Iowa, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 – 100 BLOCK ALLEY RECONSTRUCTION, Project No. RC-039-3154 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of May 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC-039-3154 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

LODGE CONSTRUCTION, INC.

Steve Lodge by Sen Lodge  
Steve Lodge, President  
PO Box 459  
Clarksville, IA 50619

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
James P. Brown, Mayor

Attest: \_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk

# Performance, Payment and Maintenance Bond

SURETY BOND NO. 2288030

KNOW ALL BY THESE PRESENTS:

That we, Lodge Construction, Inc., as Principal (hereinafter the “Contractor” or “Principal” and North American Specialty Insurance Company 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 Two Hundred Seventy-One Thousand Sixty-Three Dollars and Eighty Cents (\$271,063.80), 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 3<sup>rd</sup> day of June, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

## **2019 – 100 Block Alley Reconstruction Project RC-039-3154**

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.

Witness our hands, in triplicate, this 3rd day of June, 2019.

**Surety Countersigned By:**

**PRINCIPAL:**

Not Required  
Signature of Agent

Lodge Construction, Inc.  
Contractor

Printed Name of Agent

By: Sue Lodge  
Signature  
Secretary  
Title

Company Name

**SURETY:**

Company Address

North American Specialty Insurance Company  
Surety Company

City, State, Zip Code

By: [Signature]  
Signature Attorney-in-Fact Officer

Company Telephone Number

Dione R. Young, Attorney-in-fact & Iowa Resident Agent  
Printed Name of Attorney-in-Fact Officer

**FORM APPROVED BY:**

Holmes, Murphy and Associates, LLC  
Company Name

Attorney for Owner

2727 Grand Prairie Parkway  
Company Address

Waukee, IA 50263  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

**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.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH,, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of November, 2017.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 3rd day of November, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of June, 2019.

[Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/22/2019

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

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

<b>PRODUCER</b> The Accel Group LLC PO Box 269 Waverly, IA 50677	<b>CONTACT NAME:</b> Joan Bonewitz
	<b>PHONE (A/C, No, Ext):</b> (319) 352-6146 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> jbonewitz@acceladvantage.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A : United Fire &amp; Casualty Ins Co</b> <b>13021</b>
<b>INSURED</b>  Lodge Construction, Inc. PO Box 459 Clarksville, IA 50619	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	60488193	3/16/2019	3/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			60488193	3/16/2019	3/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			60488193	3/16/2019	3/16/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60488193	3/16/2019	3/16/2020	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay St Cedar Falls, IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA) – ULTRA LIABILITY PLUS ENDORSEMENT**

**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage – Borrowed Equipment
- \* Property Damage Liability – Elevators
- \* Coverage D – Voluntary Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate
- \* Coverage E – Care, Custody and Control Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate – \$500 Deductible
- \* Coverage F – Electronic Data Liability Coverage – \$50,000
- \* Coverage H – Water Damage Legal Liability – \$25,000
- \* For newly formed or acquired organizations – extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured – Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Automatic Additional Insured – Vendors
- \* Automatic Additional Insured – Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured – Managers or Lessor of Premises
- \* Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured – Employee Injury to Another Employee
- \* Automatically included – Aggregate Limits of Insurance (per location)
- \* Automatically included – Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence – Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 9 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

**Exclusion j. Damage to Property** is deleted and replaced by the following:

j. **Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

**2. COVERAGE E – CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted sole discretion in making payments under this coverage.**

**3. COVERAGE F – ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

**4. COVERAGE H – WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under **Coverage W** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the **Damage To Premises Rented To You Limit**.

The amount we will pay is limited as described below in **SECTION III – LIMITS OF INSURANCE**

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

**6. Additional Insured – Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - (1) This insurance afforded the vendor does not apply to:
      - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (b) Any express warranty unauthorized by you;
      - (c) Any physical or chemical change in the product made intentionally by the vendor;
      - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
      - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
      - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
      - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
      - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - i. The exceptions contained in Sub-paragraphs d. or f.; or
        - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 10. Additional Insured – Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### **SECTION III – LIMITS OF INSURANCE**

- A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B; and
  - d. Damages under Coverage H.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

- B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability** .

#### 9. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 10. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

**10. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**11. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**12. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## **SECTION V – DEFINITIONS**

A. At item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "**bodily injury**" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

### SCHEDULE

Name of Organization:

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

**FORM OF PROPOSAL**  
**2019 - 100 BLOCK ALLEY RECONSTRUCTION PROJECT**  
**PROJECT NO. RC-039-3154**  
**CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
 City of Cedar Falls, Iowa

The undersigned hereby certifies that Lodge Construction Inc have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2019 - 100 BLOCK ALLEY RECONSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	SPEC	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	2010	MODIFIED SUBBASE	CY	232.1	\$ 60 <sup>00</sup>	\$ 13,926 <sup>00</sup>
2	2010	SUBGRADE PREPARATION	SY	760.0	\$ 5 <sup>00</sup>	\$ 3,800 <sup>00</sup>
3	2523	ELECTRICAL CIRCUITS	LF	202.0	\$ 13 <sup>00</sup>	\$ 2,626 <sup>00</sup>
4	4020	STORM SEWER PIPE, RCP, 15 IN.	LF	10.0	\$ 100 <sup>00</sup>	\$ 1,000 <sup>00</sup>
5	4040	LONGITUDINAL SUBDRAIN, PERFORATED, 4 IN.	LF	182.2	\$ 17 <sup>00</sup>	\$ 3,097 <sup>40</sup>
6	4041	FOOTING DRAIN COLLECTOR, 12 IN.	LF	263.8	\$ 27 <sup>00</sup>	\$ 7,122 <sup>60</sup>
7	4040	SUBDRAIN OUTLETS	EACH	4.0	\$ 350 <sup>00</sup>	\$ 1,400 <sup>00</sup>

BID ITEM #	SPEC	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
8	4040	SUBDRAIN FOOTING DRAIN CONNECTION	EACH	9.0	\$ 800 <sup>00</sup>	\$ 7,200 <sup>00</sup>
9	4040	FOOTING DRAIN CLEANOUT, 12 IN.	EACH	2.0	\$ 900 <sup>00</sup>	\$ 1,800 <sup>00</sup>
10	6010	DOUBLE GRATE INTAKE, SW-505	EACH	2.0	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
11	7010	PCC PAVEMENT, 8 IN.	SY	696.4	\$ 82 <sup>00</sup>	\$ 57,104 <sup>80</sup>
12	7010	SIDEWALK, 6 IN.	SY	11.5	\$ 126 <sup>00</sup>	\$ 1,449 <sup>00</sup>
13	7040	REMOVAL OF PAVEMENT	SY	705.4	\$ 12 <sup>00</sup>	\$ 8,464 <sup>80</sup>
14	7040	SAWCUT FOR REMOVALS	LF	206.0	\$ 7 <sup>00</sup>	\$ 1,442 <sup>00</sup>
15	9080	CONCRETE STEPS	SF	191.4	\$ 81 <sup>00</sup>	\$ 15,503 <sup>40</sup>
16	9080	RAISED LANDINGS AND RAMPS	SY	36.2	\$ 278 <sup>00</sup>	\$ 10,063 <sup>00</sup>
17	9080	RAILINGS, DECORATIVE	LF	91.9	\$ 208 <sup>00</sup>	\$ 19,115 <sup>20</sup>
18	9080	RAILINGS, DECORATIVE, REMOVABLE	LF	8.5	\$ 255 <sup>00</sup>	\$ 2,167 <sup>50</sup>
19	9080	RAILINGS, REMOVABLE	LF	15.9	\$ 225 <sup>00</sup>	\$ 3,577 <sup>50</sup>
20		LIGHTED BOLLARDS	EACH	10.0	\$ 3,600 <sup>00</sup>	\$ 36,000 <sup>00</sup>
21		REMOVABLE BOLLARDS	LS	10.0	\$ 1,500 <sup>00</sup>	\$ 15,000 <sup>00</sup>
22		UTILITY BOLLARDS	EACH	14.0	\$ 900 <sup>00</sup>	\$ 12,600 <sup>00</sup>
23	2010	REMOVALS AS PER PLAN	LS	1.0	\$ 6,000 <sup>00</sup>	\$ 6,000 <sup>00</sup>
24	6010	UTILITY ADJUSTMENT, MINOR	EACH	1.0	\$ 1,500 <sup>00</sup>	\$ 1,500 <sup>00</sup>
25	9030	PLANTINGS	EACH	139.0	\$ 70 <sup>00</sup>	\$ 9,730 <sup>00</sup>
26	9020	SODDING	SQ	5.8	\$ 250 <sup>00</sup>	\$ 1,450 <sup>00</sup>
27		TRANSFORMER PAD	EACH	1.0	\$ 8,000 <sup>00</sup>	\$ 8,000 <sup>00</sup>
<b>ALTERNATE BID</b>						
28		PCC PAVEMENT, COLORED, 8 IN.	SY	82.7	\$ 120 <sup>00</sup>	\$ 9,924 <sup>00</sup>
<b>TOTAL BID, INCLUDING ADD ALTERNATE</b>						<b>\$ 271,063<sup>80</sup></b>

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1- 28). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer

generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 5-9-19

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder  
Lodge Construction inc

P.O. BOX 459 Clarksville, TN  
Official Address 50619

  
By Estimator  
Title



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, Civil Engineer II

**DATE:** May 30, 2019

**SUBJECT:** Professional Services Agreement, Snyder & Associates, Inc.  
2019 Engineering Services  
Supplemental Agreement No. 6  
Clay Street Park Water Quality Improvements  
City Project No. ST-077-3146

Please find attached Supplemental Agreement No. 6 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement will provide design for two bioretention cells and a permeable alley in Clay Street Park as outlined in the accepted Resource Enhancement and Protection (REAP) grant. The agreement will provide topographic survey of the project site and provide design services for the storm water management improvements to the park.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #6 will be provided by the Storm Water: Clay Street Park Drainage Fund in the amount of \$24,157.00. This project is included in the City of Cedar Falls' Capital Improvements Program (#57).

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 6 with Snyder & Associates, Inc. for the Clay Street Park Water Quality Improvement Project.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development  
Chase Schrage, Principal Engineer



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
www.cedarfalls.com

Administration Division ♦ Community Services Division ♦ Planning Division  
Phone: 319-273-8606 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division  
Phone: 319-268-5161 Fax: 319-268-5197

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### SUPPLEMENTAL AGREEMENT NO. 6

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#### 2019 Engineering Services Clay Street Park Water Quality Improvements City Project Number ST-077-3146

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**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### **I. SCOPE OF SERVICES**

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall provide Professional Services for the completion of three individual storm water management improvements:
  1. Updated bioretention cell in Clay Street Park
  2. Permeable pavement system in alley along east side Clay Street Park (between W. 15<sup>th</sup> Street and W. 16<sup>th</sup> Street)
  3. New bioretention cell at W. 15<sup>th</sup> Street and Franklin Avenue (northeast corner).These improvements will help mitigate stormwater runoff and reduce pollutants entering the University Branch of Dry Run Creek. The bioretention cells and permeable pavement system will follow the design guidelines of the Iowa Stormwater Management Manual.
- B. The CONSULTANT shall complete a topographic survey of the project site.
  1. Existing Clay Street Park bioretention cell area
  2. Existing alley on east side of park (between W. 15<sup>th</sup> Street and W. 16<sup>th</sup> Street)
    - i. Note: existing structure and invert elevation information in this area was recently collected as part of a separate project and can be used
    - ii. Utilize City's GIS contour data
  3. Provide 3D surface
- C. The CONSULTANT shall complete preliminary design services.
  1. Attend a kickoff meeting with CLIENT staff to discuss project goals, schedule, and approach.
  2. Perform site visit to review existing conditions and evaluate design considerations.
  3. Review record drawings and GIS information.

4. Prepare preliminary design for bioretention cells and alley permeable pavement system.
  5. Prepare preliminary opinion of probable construction costs.
  6. Attend meeting with CLIENT to review preliminary plans and solicit review comments and input.
- D. The CONSULTANT shall complete final design services and preparation of construction documents.
1. Complete final design and prepare plans for bioretention cells and permeable pavement system.
  2. Prepare special provisions.
  3. Submit final plans to CLIENT for review and comments.
  4. Prepare final opinion of probable construction costs.
  5. Provide final deliverable package: final plans, specifications, opinion of probable construction costs.
  6. Public communication: Assist CLIENT in public communication activities. Includes 8 hours for development of visuals and attendance at one (1) information meeting.
- E. The schedule for providing these services is as follows:
1. Field and data collection: June/July 2019
  2. Preliminary Design: September 2019
  3. Final Design: October 2019
  4. Bidding: December 2019/January 2020
- F. Additional Services
1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; expanding the scope of the project or the work to be completed (e.g. construction services are not included in the project scope); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

## II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of Twenty-Four Thousand One Hundred and Fifty-Seven Dollars (\$24,157.00). The compensation for this supplemental agreement is to be segregated from the original agreement.

- III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: \_\_\_\_\_

By: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: May 17, 2019



## DEPARTMENT OF DEVELOPMENTAL SERVICES

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM *Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, Principle Engineer

**DATE:** May 28, 2019

**SUBJECT:** 2019 Street Construction Project  
City Project Number RC-000-3153  
Union Road – Change Order

The City of Cedar Falls has awarded the 2019 Street Construction Project to Peterson Contractors, Inc. of Reinbeck, Iowa. This contractor will be reconstructing/repairing portions of fourteen (14) streets as a part of this project.

Locally Cedar Falls suffered a severe 2018 winter in which a portion of Union Road has deteriorated to a point of major repair. This project would involve the removal and replacement of existing pavement, subgrade compaction, and subdrain. This section of Union Road is between West 27<sup>th</sup> Street and University Avenue. I have attached a plan sheet, location map, and some photos for your review.

This change order also reflects challenges with utility repair, early construction, and ground moisture conditions. Recent record rainfall and snowfall has occurred over the last year and created unsuitable backfill material. This has forced the need for additional suitable material to be placed and compacted as outlined in the contract documents.

The total estimated cost for the construction of this change order is \$403,683.20 with funding from the Local Option Sales Tax, Sewer Rental Fund, and Cedar Falls Utilities.

It is anticipated that with these additional funding expenditures, a street will be removed from the 2019 Street Construction Project to help cover some of the expenses in this change order. At this time, Holmes Drive was planned to have maintenance performed as part of this project. This has recently been reviewed and determined to be one of the few streets that will be able to endure another year of traffic prior to repair.

The Department of Community Development recommends approving and executing the change order with Peterson Contractors, Inc. for 2019 Street Construction Project.

xc: Stephanie Houk Sheetz, Director of Community Development

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

No. 1

\_\_\_ Non-Substantial  
 Substantial

Contract Number RC-000-3153 Project 2019 Street Construction Project  
 Kind of Work Street Construction Date Prepared May 22, 2019  
 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 February 18<sup>th</sup>, 2019.

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

7000	- Increase Quantity – Excavation Class 10 Roadway Waste (EWO #2)	1,156.0 CY @ \$10.50/CY
7001	- Increase Quantity – HMA Surface 1/2" PG58-28S (EWO #2)	348.0 TN @ \$110.40/TN
7002	- Increase Quantity – HMA Base 3/4" PG58-28S (EWO #2)	696.0 TN @ \$107.00/TN
7003	- Increase Quantity – Granular Shouldering Type A (EWO #2)	174.00 TN @ \$32.00/TN
7004	- Increase Quantity – 6" Perf HDPE Subdrain (EWO #2)	2,400.0 LF @ \$10.75/LF
7005	- Increase Quantity – Clean and Prep BASE (EWO #2)	3,200.0 SY @ \$1.10/SY
7006	- Increase Quantity – Granular Backfill	8,000 TN @ \$25.00/TN
8000	- Add Item – Removal of Sealcoat Surface (EWO #2)	3,200.0 SY @ \$3.65/SY
8001	- Add Item – 8" Recycled Modified Subbase (EWO #2)	3,467.0 SY @ \$8.00/SY
8002	- Add Item – Subdrain Outlier RF-19F Type A 8" (EWO #2)	8.0 EA @ \$400.00/EA
8003	- Add Item – Traffic Control (EWO #2)	1.0 Lump Sum @ \$600.00/Lump Sum
8004	- Add Item – Melrose Street Signage (EWO #1)	4.0 EA @ \$137.50/EA

**B. Reason for ordering change or extra work:**

- (7000-7005) - Additional work requested by Public Works to repair Union Road
- 7006 - Additional backfill needed for unsuitable soil conditions (Lilac, Melrose, Cedar Heights)
- (8000-8003) - Additional work requested by Public Works to repair Union Road
- 8004 - Requested work by the City of Cedar Falls

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

- 7000 - Original contract unit price per CY
- 7001 - Original contract unit price per TN
- 7002 - Original contract unit price per TN
- 7003 - Original contract unit price per TN
- 7004 - Original contract unit price per LF
- 7005 - Original contract unit price per SY
- 7006 - Original contract unit price per TN
- 8000 - Agreed price per SY
- 8001 - Agreed price per SY
- 8002 - Agreed price per EA
- 8003 - Agreed price per Lump Sum
- 8004 - Agreed price per EA

**Contract Modifications: Division 2 – Special Provisions, Section 06 Contract Time**

Holmes Drive from 4<sup>th</sup> Street South to Holmes Elementary School will be **removed** from the project. No work will take place on Holmes Drive for the 2019 Street Construction Project.

- Add 5 Intermediate Working Days to the contract for Stage 1 of Cedar Heights Drive (granular backfill)
- Add 5 Intermediate Working Days to the contract for Stage 1 of Lilac Lane (granular backfill)
- Add 2 Intermediate Working Days to the contract for Stage 1 of Melrose Drive (granular backfill)
- Add 2 Intermediate Working Days to the contract for Stage 2 of Melrose Drive (granular backfill)
- Add 25 Intermediate Working Days to the contract, Stage 1 of Union Road

Total Working Days for contract (remain the same): 120 Working Days

**D - ITEMS INCLUDED IN CONTRACT**

7-10

Item no.	Item Description	Unit Price .XX	Quantity .XX	Amount .XX
7   0   0   0	Applies to Item   0   0   1   1	\$10.50/CY	1,156.00	\$12,138.00
7   0   0   1	Applies to Item   0   0   1   6	\$110.40/TN	348.00	\$38,419.20
7   0   0   2	Applies to Item   0   0   1   7	\$107.00/TN	696.00	\$74,472.00
7   0   0   3	Applies to Item   0   0   6   9	\$32.00/TN	174.00	\$5,568.00
7   0   0   4	Applies to Item   0   0   7   3	\$10.75/LF	2,400.00	\$25,800.00
7   0   0   5	Applies to Item   0   0   9   1	\$1.10/SY	3,200.00	\$3,520.00
7   0   0   6	Applies to Item   0   0   7   2	\$25.00/TN	8,000.00	\$200,000.00
<b>Total</b>				<b>\$359,917.20</b>

**E - ITEMS NOT INCLUDED IN CONTRACT**

7-10

Item no.	Item Description	Unit Price .XX	Quantity .XX	Amount .XX
8   0   0   0	Removal of Sealcoat Surface	\$3.65/SY	3,200.00	\$11,680.00
8   0   0   1	8" Recycled Modified Subbase	\$8.00/SY	3,467.00	\$27,736.00
8   0   0   2	Subdrain Outlier RF-19F Type A 8"	\$400.00/EA	8.00	\$3,200.00
8   0   0   3	Traffic Control	\$600.00/LumpSum	1.00	\$600.00
8   0   0   4	Melrose Street Signage	\$125.00/EA	4.00	\$550.00
				<b>\$43,766.00</b>

**Change Order (1) Running Total: \$403,683.20**

Approved, Chase Schrage \_\_\_\_\_, May 28, 2019  
 Chase Schrage, Project Engineer Date

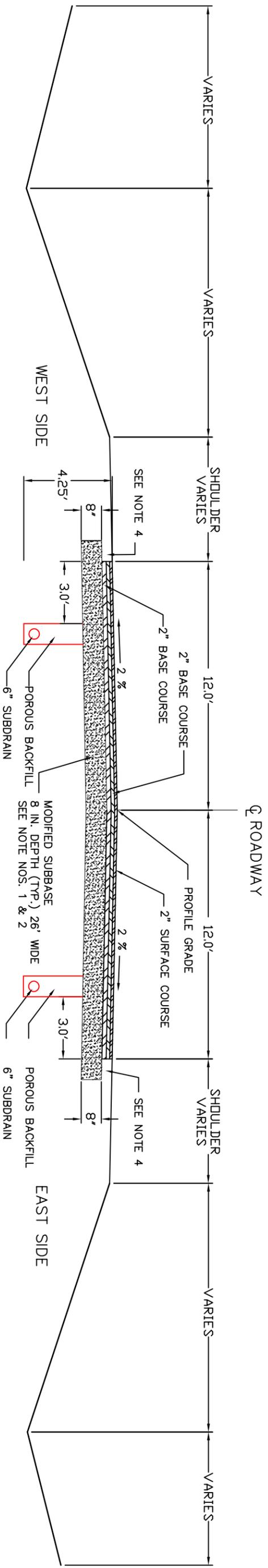
Approved, Stephanie Sheetz \_\_\_\_\_, May 29, 2019  
 Stephanie Sheetz, Director of Community Development Date

Peterson Contractors Inc. \_\_\_\_\_ By, Matt Bohlen 5/24, 2019  
 Contractor Matt Bohlen, Project Manager Date

**CITY OF CEDAR FALLS:**

Approved by the City Council of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Attest \_\_\_\_\_, 2019 \_\_\_\_\_, 2019  
 City Clerk Date Mayor Date



**UNION ROAD  
TYPICAL SECTION**  
STA. 72+80 TO STA. 61+00  
VIEWING SOUTH TO NORTH

**NOTES**

1. MODIFIED SUBBASE SHALL CONFORM TO THE FOLLOWING SECTIONS OF THE IDOT SPECIFICATIONS SERIES 2015: MATERIALS –SECTION 4121 – VIRGIN CRUSHED STONE. COMPACTION SHALL BE ACCORDING TO IDOT SPECIFICATION SECTION 2111.
2. MODIFIED SUBBASE SHALL BE PLACED 26' WIDE FROM STA. 72+80 TO STA. 61+00.
3. BACKFILL ADJACENT TO SHOULDERS IS INCIDENTAL TO CLASS 10 EXCAVATION.
4. SHOULDERING MATERIAL SHALL BE GRANULAR SHOULDERING TYPE A, AT A DEPTH OF 6 INCHES.
5. SUBDRAIN OUTLET SHOULD NOT BE LOWER THAN DITCH BOTTOM, SUBDRAIN DEPTH MAY HAVE TO BE ADJUSTED IN FIELD.

**BID ITEMS**

ITEM #	DESCRIPTION	UNIT S	EST. QTY.	UNIT PRICE	EXTENDED PRICE
11	EXCAVATION, CLASS 10 , ROADWAY WASTE	C.Y.	1156.0	\$10.50	\$12,138.00
16	HMA, ST. SURF., 1/2", PG58-28S	TONS	348.00	\$110.40	\$38,419.20
17	HMA, ST. BASE, 3/4", PG58-28S	TONS	696.00	\$107.00	\$74,472.00
69	GRANULAR SHOULDERING, TYPE A	TONS	174.00	\$32.00	\$5,568.00
73	SUBDRAIN, HDPE STAND., PERF. 6" DIA.	L.F.	2400.0	\$10.75	\$25,800.00
91	BASE, CLEANING & PREPARATION	S.Y.	3200.0	\$1.10	\$3,520.00
	REMOVAL OF SEAL COAT SURFACE (ASSUMED 2")	S.Y.	3200.0	\$3.65	\$11,680.00
	MODIFIED SUBBASE, 8"	S.Y.	3467.0	\$8.00	\$27,736.00
	TRAFFIC CONTROL	L.S.	1.0	\$2000.00	\$2,000.00
	SUBDRAIN OUTLET, RF-19F, TYPE A, 8" DIA.	EA.	8.0	\$450.00	\$3,600.00
	<b>TOTAL</b>				<b>\$204,933.20</b>

SHEET NO.	D.01
TOTAL SHEETS	3
NO.	
DATE	
REVISION	
INIT.	

UNION RD REPAIRS

TYPICAL SECTION/QUANTITIES

DEPARTMENT OF COMMUNITY DEVELOPMENT  
ENGINEERING DIVISION  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER		SHEET NO.	D.01
DRAWN BY: ###		TOTAL SHEETS	3
CHECKED BY: ###			



SHEET NO.	D.02				
TOTAL SHEETS	3				
	NO.	DATE	REVISION	INIT.	

**UNION RD REPAIRS**

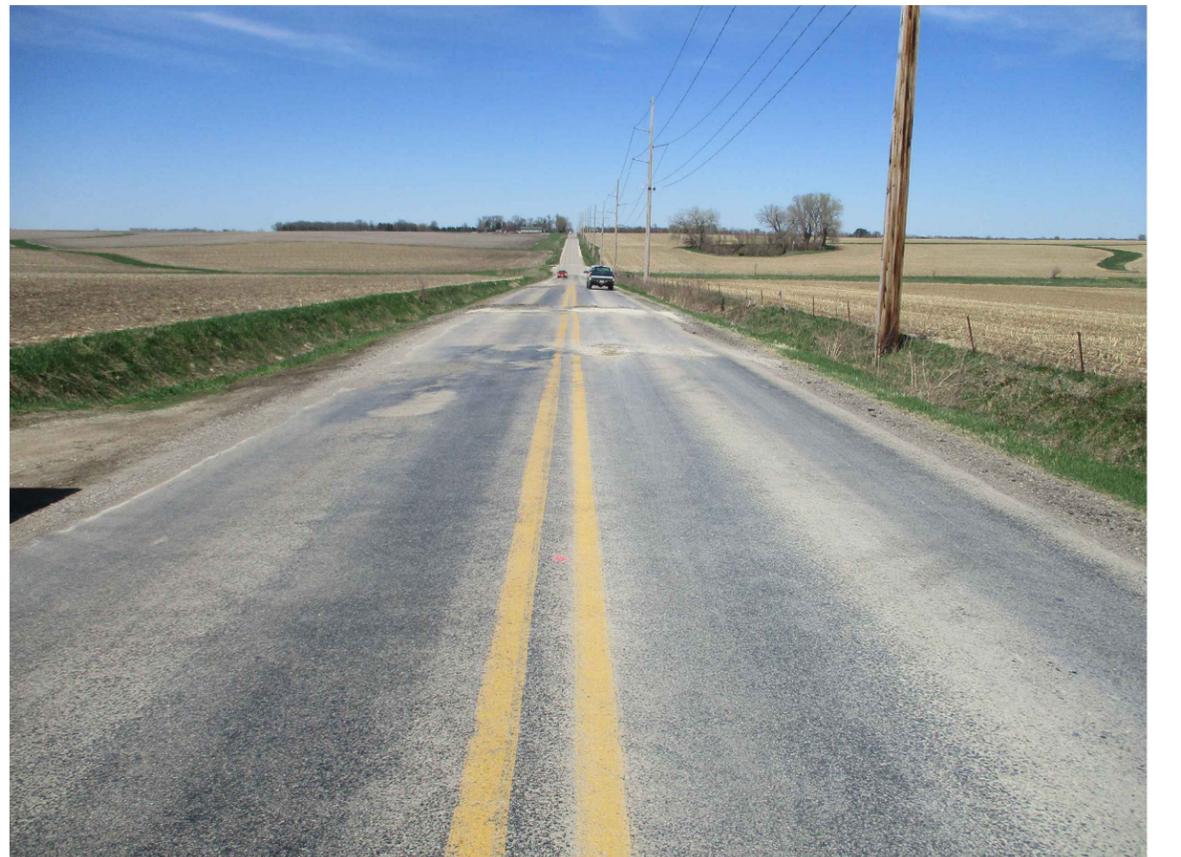
PLAN VIEW

573



DEPARTMENT OF COMMUNITY DEVELOPMENT  
 ENGINEERING DIVISION  
 CITY OF CEDAR FALLS, IOWA  
 220 CLAY ST.  
 CEDAR FALLS, IOWA 50613  
 (319) 268-5161

CITY PROJECT NUMBER	-----	SHEET NO.	D.02
DRAWN BY:	###	TOTAL SHEETS	3
CHECKED BY:	###		



SHEET NO.	D.03				
TOTAL SHEETS	3				
	NO.	DATE	REVISION	INIT.	

UNION RD REPAIRS

EXISTING CONDITION

574



DEPARTMENT OF COMMUNITY DEVELOPMENT  
ENGINEERING DIVISION  
CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA 50613  
(319) 268-5161  
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	----
DRAWN BY:	###
CHECKED BY:	###

SHEET NO.	D.03
TOTAL SHEETS	3



## 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 James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** May 30, 2019  
**SUBJECT:** MET Transit Main Street Shuttle Service

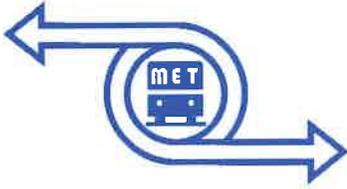
In cooperation with the Mayor's on-going effort to alleviate the parking concerns in downtown Cedar Falls, city staff has been working with MET Transit to provide a shuttle service for a three month period beginning on June 6<sup>th</sup> through August 31<sup>st</sup>. The service will be on Thursday, Friday and Saturday nights from 6 pm to 9 pm.

The cost for the weekend service is \$6,451.93. This is based on MET's operational fee of \$42.87 per hour. This fee does not include overtime for Thursday, July 4<sup>th</sup>. If the City decides to run the shuttle on the 4<sup>th</sup> of July, an additional charge of \$150.00 will be added to the total cost. Since this is a trial service for the next three months, the cost will be provided through the city's general operating fund. If this service is continued next summer, the city will discuss a cost share arrangement with Community Main Street.

This route is a shuttle service from downtown Cedar Falls to the Gateway Park parking lot and surrounding streets. MET has timed this route for a 15 minute loop using Washington Street, W. 6<sup>th</sup> Street and Main Street. This route can be adjusted, however, turning movements and stop locations must be considered. There is no cost to the riders who wish to use this shuttle service.

Hopefully this information will help. Call me if you have any questions or need additional information.

xc: Ron Gaines, City Administrator  
Jennifer Rodenbeck, Director of Finance and Business Operations



METROPOLITAN TRANSIT AUTHORITY OF BLACK HAWK COUNTY

1515 BLACK HAWK ST., WATERLOO, IOWA 50702  
PHONE (AREA CODE 319) 234-5714  
FAX (319) 234-6809

This Transportation Services Agreement between Metropolitan Transit Authority of Black Hawk County (MET Transit) and the city of Cedar Falls, IA (Client) is in effect as of June 6, 2019.

**MET Transit will be responsible for the following terms and conditions as follows:**

- Provide shuttle transportation in downtown Cedar Falls on Thursday, Friday and Saturday evenings beginning Thursday, June 6<sup>th</sup> and continue through Saturday, August 31, 2019. Hours of operation shall be 6:00 pm to 9:00 pm.
- Provide ridership totals as requested by Cedar Falls.
- Route information will be posted on the MET Transit website.

**The City of Cedar Falls, IA will be responsible for the following terms and conditions:**

- Shall pay MET Transit an hourly rate of \$42.87 for all hours of operation, in addition to fifteen (15) minutes travel time from the MET garage and fifteen minutes travel time to return to the MET garage upon completion of the service.

**Estimated total hours of service (with travel time):**

- 43 operating days x 3 hours 30 minutes per day= 150 hours and 30 minutes.

**Estimated total cost:**

- 150 hours and 30 minutes x \$42.87 = \$6,451.93 payable fourteen (14) days after the conclusion of the service.

**Service:**

- The shuttle service shall be open to the general public and will be free to all riders.

  
 \_\_\_\_\_  
 for MET Transit  
 05/30/2019  
 \_\_\_\_\_  
 Date

\_\_\_\_\_ for Cedar Falls  
 \_\_\_\_\_  
 Date



## 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:** Planning & Zoning Commission  
**FROM:** David Sturch, Planner III  
**DATE:** May 30, 2019  
**SUBJECT:** College Hill Neighborhood Site Plan Review – 2119 College Street

---

**REQUEST:** Request to approve a College Hill Neighborhood District Site Plan Review for a new mixed-use building at 2119 College Street.

**PETITIONER:** Slingshot Architecture

**LOCATION:** 2119 College Street, 925 W 22<sup>nd</sup> Street, and 1003 W 22<sup>nd</sup> Street

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#### PROPOSAL

It is proposed to demolish the existing multi-family dwellings currently located at 2119 College Street and 1003 W 22<sup>nd</sup> Street, in order to construct a new 5-story mixed-use building, which will include a commercial retail space on the first floor and 31 residential units on the second through fifth floors.



Building view from corner of College Street and W 22nd Street.

## BACKGROUND

The two multi-family dwellings on the property (2119 College and 1003 W. 22<sup>nd</sup>) were constructed in 1900. The commercial property at 925 W. 22<sup>nd</sup> Street was demolished earlier this year. The developer has owned the multi-family dwellings since 2016, and the commercial building since 2012. The two remaining multi-unit residential buildings will be demolished and a new 5-story mixed-use building will be constructed in its place. In the last year, the Planning & Zoning Commission has considered two other development proposals for this site, but neither was approved. This is a new submittal for a mixed-use building at 2119 College Street with a parking lot at 925 and 1003 W. 22<sup>nd</sup> Street.

Recently, the City Council approved a zoning ordinance amendment that defines and establishes parking and design standards for mixed-use buildings in the College Hill Neighborhood Overlay Zoning District. The amendment was created to provide clear and objective standards in the code to facilitate consistent review and approval of development in the College Hill Overlay. Promoting mixed-use development, maintaining commercial “street level” uses, retail expansion and having a variety of housing types conveniently located next to commercial and civic uses are goals listed in the Comprehensive Plan.

The definition of a mixed-use building is a building designed for occupancy by a minimum of two different uses. Uses generating visitor or customer traffic (such as retail, restaurants, and personal services) are typically located on the ground floor facing the street, whereas uses generating limited pedestrian activity (such as office or residential uses) are typically located on upper floors or behind street-fronting commercial uses.

The parking requirements for a mixed-use building in the C-3 district of the College Hill Neighborhood Overlay District now requires one parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use. This provision allows existing mixed-use buildings to remain as-is and requires new mixed-use buildings to provide one parking stall per bedroom. This also allows the redevelopment of existing upper story spaces into residential units without the need for on-site parking. One other feature for this ordinance amendment is the visitor parking is not required for mixed-use buildings in the College Hill Overlay C-3 district.

## ANALYSIS

The property is zoned C-3, High Density Commercial District and is located within the College Hill Neighborhood Overlay District. Projects within this district require a site plan review by the Planning & Zoning Commission and City Council, based on the following elements:

- 1) Proposed Use: The proposed building is designed with commercial space on the main floor with four upper floors containing 31 residential dwelling units with a total of 47 bedrooms. A mixed-use building with commercial on the main floor and residential dwellings on the upper floors is allowed in the C-3 District and College Hill Neighborhood Overlay District, subject to site plan approval by the Planning & Zoning Commission and City Council. **The proposed mixed-use building is allowed.**
- 2) Building and Parking Lot Setbacks: The property is zoned C-3 Commercial District. There are no setbacks for a mixed-use building in the C-3 district. The site plan shows the building having a varied front setback from College Street, with the closest façade being

feet from the front property line. A 6-foot building setback is proposed from the north lot line and a 5-foot building setback from the south lot line. The parking lot situated along W. 22<sup>nd</sup> Street provides a 7-foot setback along all property lines. The minimum parking lot setback in the C-3 commercial district is 5 feet. **Building and parking lot setbacks are satisfied.**

- 3) Parking: As previously mentioned, the zoning ordinance was recently amended to clarify the on-site parking standards for a mixed-use building in the C-3 district of the College Hill Neighborhood Overlay District. The proposed building will have four upper floors containing 31 residential dwelling units with a total of 47 bedrooms. The site plan shows 47 off-street parking stalls behind the building with a driveway onto W. 22<sup>nd</sup> Street. **Parking satisfied.**

- 4) Open Green Space: For commercial buildings in the C-3 District there are no open green space area requirements, since the goal is to encourage commercial buildings to be located close to the street to create a walkable, mainstreet character to the College Hill business district.

The provided site plan does show some open space along the north and south side of the building and around the parking lot, where grass and landscape plantings will be provided. Within the front setback area along College Street there is an outdoor plaza illustrated on the site plan as an outdoor service area. **No open green space is required, but some open space is provided on the site.**

- 5) Landscaping: The College Hill Neighborhood Overlay District requires landscaping along the periphery of the parking area and internal to the parking area.

A landscaping plan has been submitted, which shows plantings along W 22<sup>nd</sup> Street and along the periphery of the parking lot. The plans include additional landscaping in front of the building on College Street with an extra tree and grate in the sidewalk. The existing driveway into 2119 College Street will be removed and reconstructed as sidewalk area. There are also trees and plantings planned within the parking area and street trees and screening proposed along the 22<sup>nd</sup> Street frontage that will provide a buffer between the parking area and the public sidewalk. **Landscaping plan meets the requirements of the code.**

- 6) Building Design: The College Hill Neighborhood Overlay District states that the architectural character, materials, and textures of all buildings shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing several design elements. These are noted below with a review on how each element is addressed.

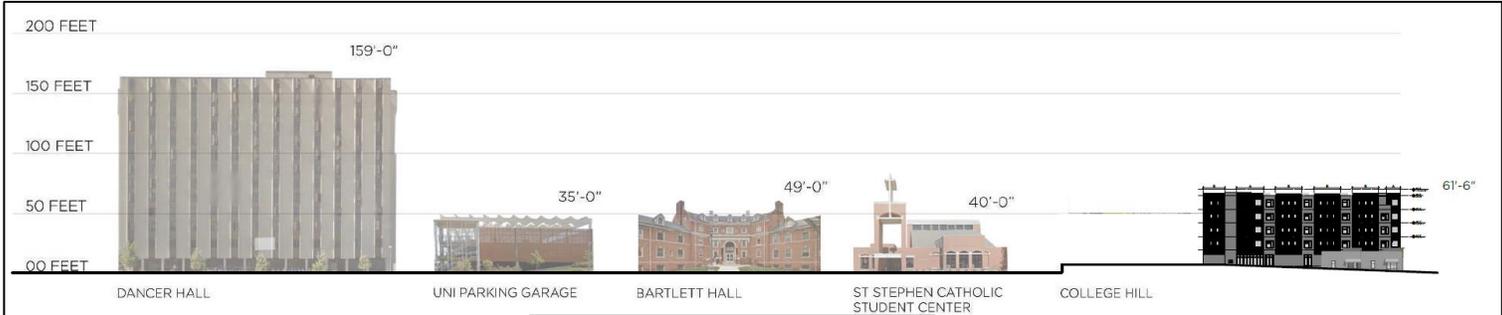
*Maintaining Similar Roof Pitch:*

Flat roofs are used in this area. The proposed building also uses a flat roof.

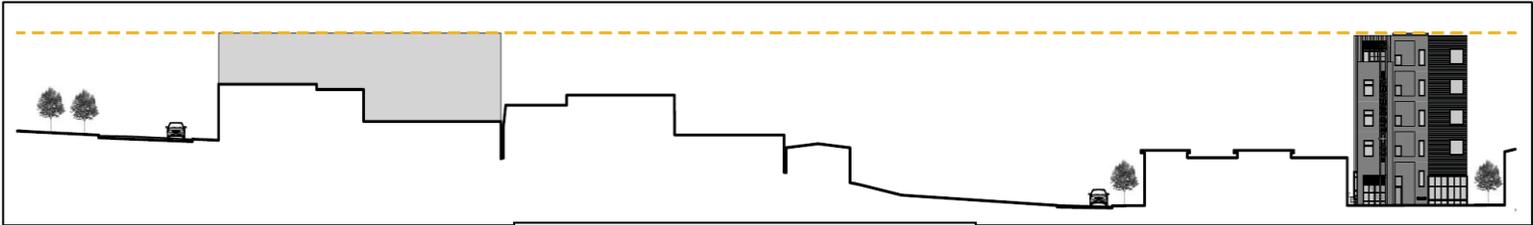
*Maintaining Similar Building Height, Building Scale and Building Proportion:*

Most of the buildings in this immediate area are either one-story or two-story in height. The proposed building will be 5 stories in height, which would replace two existing two-story structures that are currently on the property. The property is zoned C-3 Commercial District, which has a building height limitation of 165 feet or three times the width of the road that the building faces. In this case College Street is 40 feet in width, meaning that the maximum building height allowed would be 120 feet (40 feet x 3). As this structure would be 61 feet 6 inches in height, it would meet the height requirement of the Zoning Ordinance. This property is also located within the College Hill Neighborhood Overlay Zoning District. This overlay district does not have a specific height limitation for buildings, but it does call for reviewing the scale of a proposed building in relation to adjoining properties and other nearby properties within the immediate neighborhood.

The applicant has provided a diagram which shows several other buildings within a 2-3 block area that are taller than the proposed building (see attached diagram for building locations). In the diagram, it shows the proposed building with a height of approximately 62 feet. Other buildings in the area and their heights include the St. Stephen Catholic Student Center on W 23<sup>rd</sup> Street at 40 feet in height, Bartlett Hall on the UNI campus on W 23<sup>rd</sup> Street at 49 feet in height, the UNI parking garage on W 23<sup>rd</sup> Street at 35 feet in height, and Dancer Hall on Campus Street on the UNI campus at 159 feet in height. Also, the applicant has provided a side elevation diagram which shows the street section of buildings located on College Street and their height comparison to the proposed building. Based on the diagrams presented below, staff feels that the building scale and height will not be out of character for the area, as there are other structures within the neighborhood that are comparable in scale and height to the proposed building.



Building Height Comparisons



Street Section along College Street

*Use of Materials Comparable and Similar to Other Buildings on Nearby Properties in the Immediate Neighborhood:*

Most of the buildings in this immediate neighborhood are constructed with brick materials. The proposed building will have a more modern look, as it will be constructed with a mi

of metal paneling (with a contrasting color and design), brick and glass openings. The colors include charcoal/black for the entry masses at the front and rear of the building with off-white as the metal panel along the larger north and south portions. The brick is planned to be a neutral tan/gray with brick detailing similar to the image shown at key locations. Each of the four sides of the building will have a slightly different design in relation to the amount and type of materials used. Please see the table below which breaks down the use of materials by building side.

Side of Building	Brick	Metal Paneling	Openings
North	25%	54%	21%
South	34%	52%	14%
East (College St)	47%	30%	23%
West	32%	52%	16%



**East Elevation**



**South Elevation**

In addition to the design of the building, the overlay district looks at building scale, in that the maximum width of the front facade shall not be wider than 40 feet. If a building were to have a larger width than 40 feet, the facade of the building must be broken into modules that give the appearance of smaller, individual buildings.

Each individual module should adhere to the following guidelines, in order to give the appearance of separate, individual buildings:

1. Each module shall be no greater than 40 feet and no less than 10 feet in width.
2. Each module should have a corresponding change in roof line for the purpose of architectural identity.
3. Each module should be distinguished from the adjacent module by at least one of the following means:
  - a. Variation in material colors, types and textures
  - b. Variation in the building and/or parapet height
  - c. Variation in the architectural details such as decorative banding, reveals, stones or tile accent
  - d. Variation in window pattern
  - e. Variation in the use of balconies and recesses

The building has a width of 45 feet as viewed from College Street, but is broken into three modules, distinguished by changes in building material, wall plane, colors, and textures. The sides and rear of the building are also broken into modules with similar changes in

material, color, and changes in the wall plane that helps to break up the mass of the building from all vantage points.

As part of the recent ordinance amendment for commercial and mixed-use buildings additional design standards for street facing facades and maximum setbacks are reviewed. This amendment was introduced into the ordinance to foster an active street frontage to promote outdoor plazas and sidewalk activity.

For commercial and mixed-use buildings, street-facing facades shall be comprised of at least 30% brick, stone, or terra cotta. The proposed east elevation includes a combination of brick, glass and metal panel materials. According to the table above the entire east elevation is made up of 47% brick, 30% metal panels and 23% glass. At the base of the building, the northeast projection is completely enclosed with glass panels along with the front entry at the southeast corner of the building. The center portion of the building is a brick material. Also, on street-facing facades, a minimum of 70% of the ground level floor shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. The proposed ground level facade is approximately 71% glass and 29% brick.

Finally, the setback requirements are established at a minimum of 0 feet and maximum of 15 feet from street-side lot lines. The northeast corner of the building is approximately 5 feet from the east lot line along College Street. The front entry is 12 feet and the center section is 15 feet from the east lot line. A minimum ground floor ceiling height shall be at least 14 feet and the proposed building will have a 15.8' ceiling height. **Staff finds that the proposed building design meets the previous and new design standards.**

- 7) Trash Dumpster Site: The site plan shows a dumpster enclosure contained within the parking area at the northwest corner of the lot. The 8'-0" tall trash enclosure is constructed with a brick wall to match the building with metal doors. The landscaping plan shows trees, shrubs and ornamental grasses along the north and west side of the enclosure. **Trash enclosure is acceptable.**

- 8) Lighting: The C-3 District and College Hill Neighborhood Overlay District regulations do not have specific lighting design guidelines. A lighting plan has been submitted, which details the exterior lighting to be placed along the faces of the building along College Street. This lighting will light up the faces of the building, highlighting the masonry materials without producing light spill onto other properties. The LED lighting in the parking areas will be oriented to prevent shining into the residential windows of the neighboring properties. **Lighting plan is acceptable.**



- 9) Signage: Wall signs are illustrated on the building renderings along the east side of the building facing College Street. These signs will indicate the name of the development. The proposed wall signs appear to be well within the District limitations of no larger than 1/3<sup>rd</sup> of the surface area of the single wall area to which the wall sign is attached, however this will be reviewed in



Wall Mount Fixture

detail at the time a sign permit is requested. **Signage is acceptable, subject to detailed review with a sign permit.**

- 10) **Sidewalks:** A minimum 5 foot paved sidewalk exists in front of the property along both College Street and W 22<sup>nd</sup> Street. The site plan shows additional pedestrian plaza area along College Street and additional decorative paving located near the entrance on the west side of the building. There is a change in grade along College Street that will need to be addressed. The staff will work with the applicant to make sure that areas are accessible and maintain a pedestrian-oriented frontage to coincide with the public sidewalk. **Sidewalk requirements are met.**
- 11) **Bike Racks:** There are 2 bike racks located on College Street next to the tree grates and bike racks by the rear entrance. These are a black powder coated rack for five bikes. Additional bike racks should be placed behind the building next to the parking lot. 
- 12) **Storm Water Management:** Storm water will be collected on site via an underground detention area underneath the parking lot and piped along the north side of the building to the storm sewer along College Street. City Engineering Staff has indicated that they will need to see the final details on the system once they are designed by the developer's engineer. **Stormwater requirements will need to be reviewed and approved once final design is completed.**

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have few comments on the proposed item. The developer will be responsible to extend all utilities to the site.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the College Hill Neighborhood District Site Plan for a new mixed-use building at 2119 College Street with the following stipulations:

- 1) Any additional comments or direction specified by the Planning & Zoning Commission.

#### PLANNING & ZONING COMMISSION

Discussion 11-28-18	Chair Oberle introduced the site plan for 2119 College Street Mr. Sturch provided background information. He explained that the project consists of three lots near the Great Wall building (2119 College Street, 925 W. 22 <sup>nd</sup> Street, and 1003 W. 22 <sup>nd</sup> Street) and is located in the C-3, Commercial District. It is proposed to demolish the existing multi-family dwellings and construct a new 5-story mixed-use building. He discussed the code with regard to property use and noted that staff feels that this is an appropriate project for this area. He spoke about the parking requirements and plans, provided building renderings from different perspectives and building materials. Mr. Sturch also noted that staff received a letter from an attorney provided a copy to the commission members.
------------------------	--

Ms. Oberle asked if there has been any notification sent to neighbors in the area. Mr. Sturch noted that notifications were sent out and there was not a great deal of response. Mr. Leeper stated that he would feel more comfortable moving the item to the next Planning and Zoning meeting when there are more clarifications that can be presented to the Commission. Chair Oberle cautioned that the Commission that it is

not correct to tie this application to what changes they would like to see in the code. Ms. Howard agreed that the votes for this item need to be separate from the discussion regarding what the Commission would like to change the code to say.

The item will be continued at the December 12, 2018 meeting.

Discussion/Vote  
12-12-18

The first item of business was a College Hill Neighborhood Overlay District Site Plan Review for 2119 College Street. Acting Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the item was previously brought before the Commission on November 28<sup>th</sup> for introduction and stated that the property is near the northwest corner of College and 22<sup>nd</sup> Streets. He provided the Commission with letters received from citizens. He discussed the breakdown of unit types and bedrooms, as well as parking stalls, and the code with regard to requirements. He displayed renderings of the proposed building and explained changes that were made per recommendations. He also showed building materials, as well as height comparison and scale. He spoke to additional site plan review elements and showed the landscaping plan, and noted that staff recommends approval of the building with the following recommendations: the building conforms to all city staff recommendations and technical requirements; a parking agreement be developed and executed for the project; and any comments from the commission.

There were several individuals in the audience to speak in favor of and in opposition of the project. After the public comments, the Commission discussed the project.

Mr. Wingert noted that the reason he is no longer abstaining from the vote is because he has not been included in this project with the developer and the City Attorney said there is no need to recuse himself.

Mr. Leeper stated that the City is not serving one particular developer and the Commission is volunteering their time to do what they believe is in the best interest of the city. He believes that the code is fairly old and it wasn't updated at a time when these kinds of projects weren't considered. This has created the need to interpret the code as it is. Mr. Holst noted that he supports the project, but still has an issue with the parking code and feels it should be changed before approving the project.

Project developer Brent Dahlstrom stated that he understands if the project is tabled at this time and time is allowed for changes and clarification.

Ms. Saul believes that the job of the Commission is to make decisions based on the code, and doesn't believe, at this time, that the project agrees with the code. While she loves the project, she feels the item should be tabled at this time.

Ms. Giarusso made a motion to table the item until the code is changed. Ms. Saul seconded the motion. The motion was denied with 3 ayes (Adkins, Giarusso, Saul), 4 nays (Larson, Hartley, Leeper, Wingert) and 1 abstention (Holst).

Mr. Wingert made a motion to defer the item to the January 9, 2019 meeting. Mr. Wingert seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Hartley, Larson, Leeper, and Wingert), 1 nay (Saul) and 1 abstention (Holst).

Discussion/Vote  
1-9-19

The Commission continued the discussion on a College Hill Neighborhood Overlay District Site Plan Review for 2119 College Street. Mr. Holst introduced the item and Mr. Wingert noted that he will not be abstaining from the vote as he has no conflict of interest in the matter. Mr. Sturch provided a brief summary of the project, including the number of units, parking, building design, and landscaping.

Dan Drendel, Slingshot Architecture, feels that the project will provide the density called for in the Comprehensive Plan and work well with the constraints of the site.

Kamyar Enshayan, 1703 Washington Street, stated that the College Hill Partnership board unanimously supports the project.

Eashaan Vajpeyi, 3831 Convair Lane, feels that approving the project based on the assumption that the council will approve the code amendment is putting the train ahead of the engine. Once the project is completed, it's too late to undo the work. He also commented on Mr. Wingert's statement that he would not be recusing himself from voting, stating that it is important to avoid even the appearance of impropriety.

Howard clarified that the proposed site plan should be considered on its own merits under the current code and should not be tied to code amendments that have not yet been approved. She noted that the Commission, at its discretion could vote on the matter under the current code or defer it to a future meeting.

Ms. Saul made a motion to defer action until the Council considers the zoning code amendments discussed previously. Ms. Giarusso seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Hartley, Holst, Leeper, and Saul), and 1 nay (Wingert).

Discussion/Vote  
5-22-19

The Commission continued the discussion on the College Hill Neighborhood Overlay District site plan at 2119 College Street. Chair Holst introduced the item and Ms. Howard provided background information. She explained that the item was delayed until the College Hill Overlay Ordinance was updated. As the new standards are now approved by City Council, the item is being brought before the Commission again for consideration. Ms. Howard explained that it is proposed to replace the current building located at 2119 College with a mixed-use building with storefronts on the ground floor and residential units on the upper floors and presented the changes between the previous code requirements and the current code standards. She noted that the building meets requirements for mixed-use buildings and the new parking requirements for mixed-use buildings. She displayed renderings of the proposed buildings and break-down of the proposed exterior building materials. She presented a comparison of building heights in the area, landscaping plan, dumpster enclosure, underground detention and bike racks. She noted that the proposed building is consistent with the comprehensive plan goal to encourage additional storefront mixed-use development to tie the lower Hill and upper Hill together into a more cohesive business district. The current older residential building is not consistent with character envisioned in the Comprehensive Plan. She stated that Staff recommends approval of the proposed site plan as it is complies with the requirements in the zoning ordinance.

Kathryn Sogard, Executive Director of the College Hill Partnership, stated that the Partnership supports the development. The Partnership believes the project will grow College Hill, offer additional jobs near campus, encourage walkability and link the upper and lower hill.

Eashaan Vajpeyi, 3831 Convair Lane, stated that this shouldn't be seen as old

business and feels that the item should be deferred until the parking study is completed. He is concerned with the possibility that the parking study will not agree with the project upon completion. He doesn't believe the project needs to be approved right now. He also voiced his issue with the fact that Mr. Wingert has not recused himself from the matter.

Dave Diebler, President of the College Hill Partnership, is in support of the project. He believes infilling will create responsible growth. He feels the project should move forward at this time.

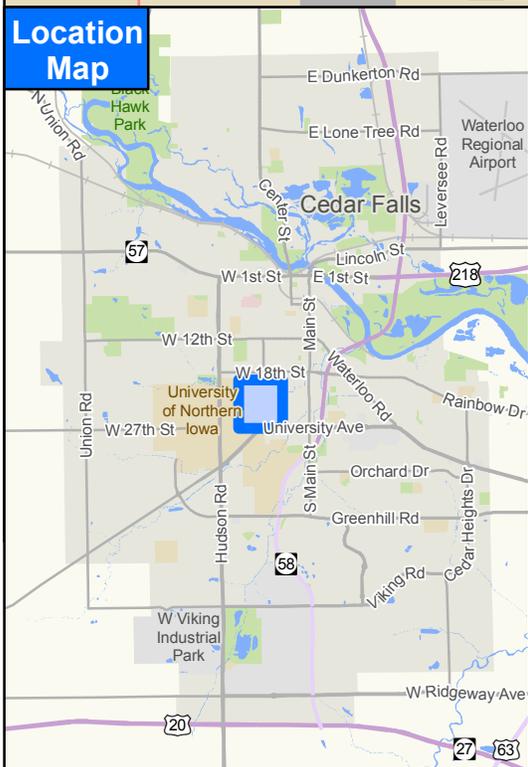
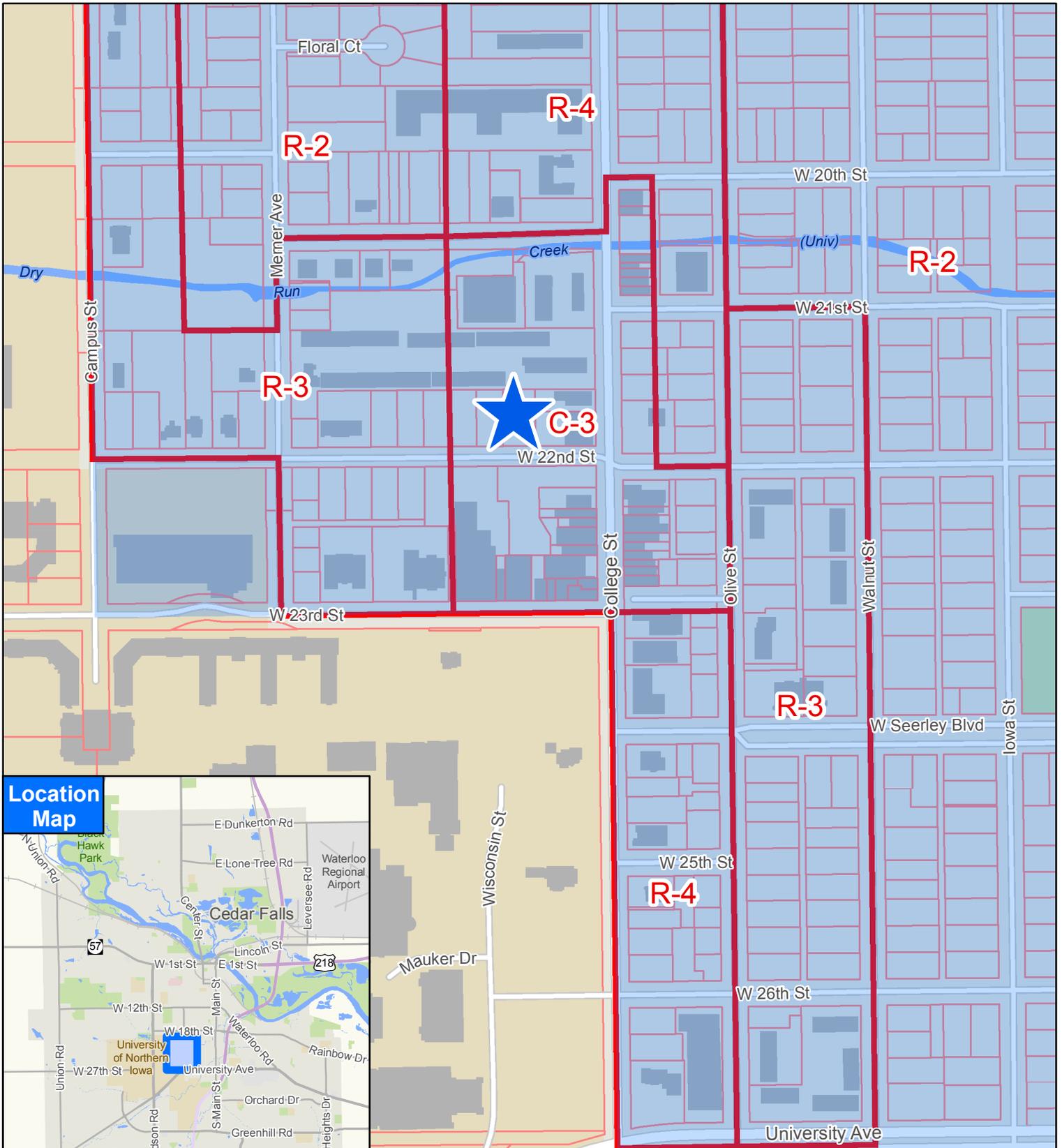
Mr. Holst asked for clarification of the parking study and whether it is looking at private parking. Mr. Howard stated that the study is focused primarily on the policies for the public parking system. The parking study will not give any specific recommendations with regard to the requirements for private, off-street parking. She noted that the parking impact analysis currently being completed by the parking consultant will provide information about how a project of this type may affect the public parking available in the area, but similar to the parking impact analysis completed for the recent downtown projects, will not provide a recommendation for whether the project should be approved.

Mr. Hartley stated that he likes the proposal and is happy with the compromise with the parking. Mr. Leeper stated that he is in support of the project as well. Ms. Saul stated that she struggles with the decision, but feels that it meets the current ordinances and it's not fair to make the developer wait. Mr. Wingert noted his concern that UNI has lost enrollment and believes that projects like these help UNI and the community grow and compete with other communities. Mr. Holst believes that it's time to move forward with the project.

There were no other comments and all Commission members present recommended approval of the site plan at 2119 College Street.

# Cedar Falls Planning & Zoning Commission

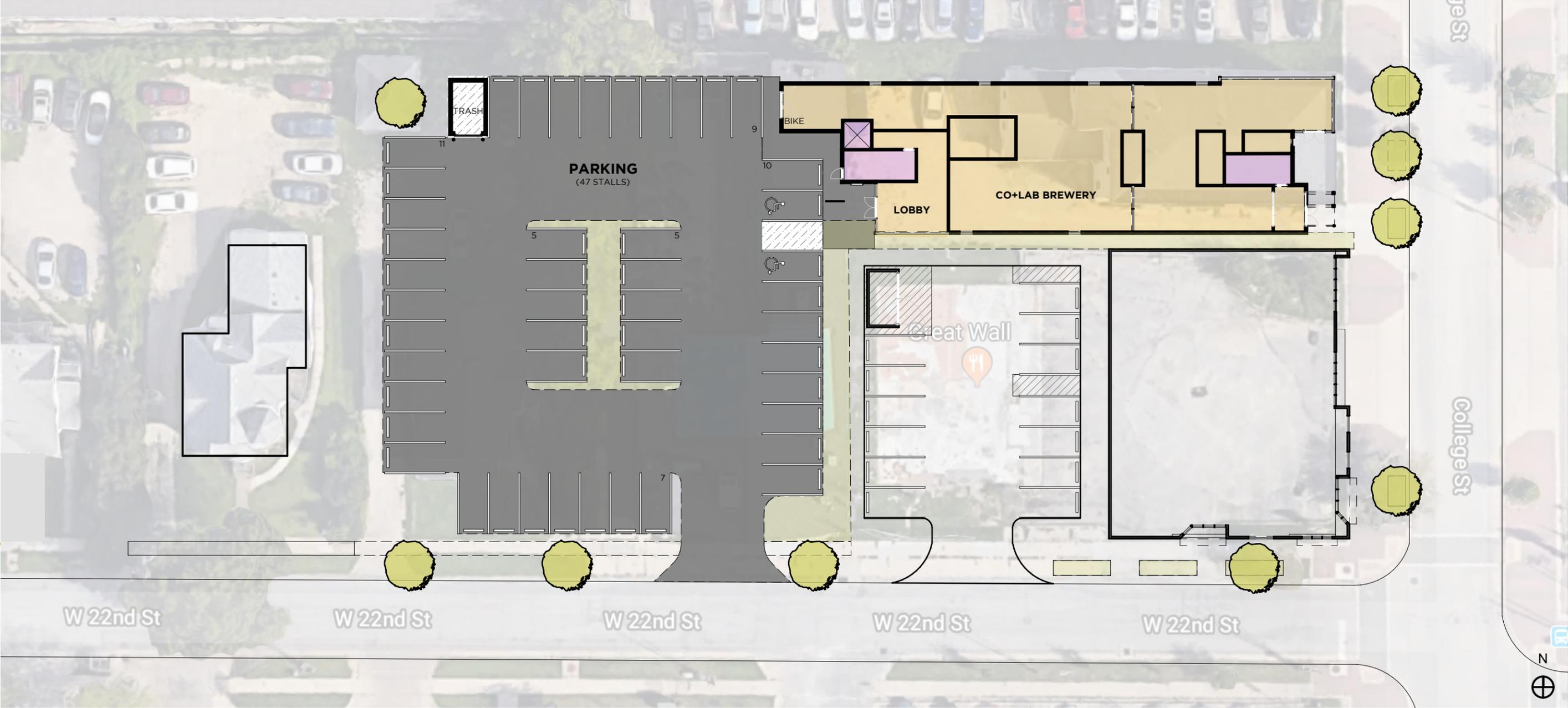
## May 22, 2019



College Hill Neighborhood Overlay  
District Site Plan Review

# COLLEGE HILL

## SITE PARKING

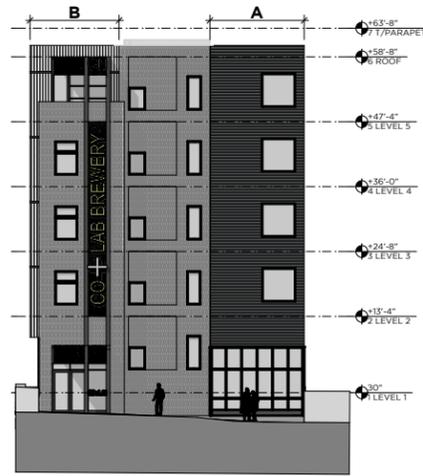


### GROUND LEVEL PARKING PLAN

SCALE: 1" = 30'

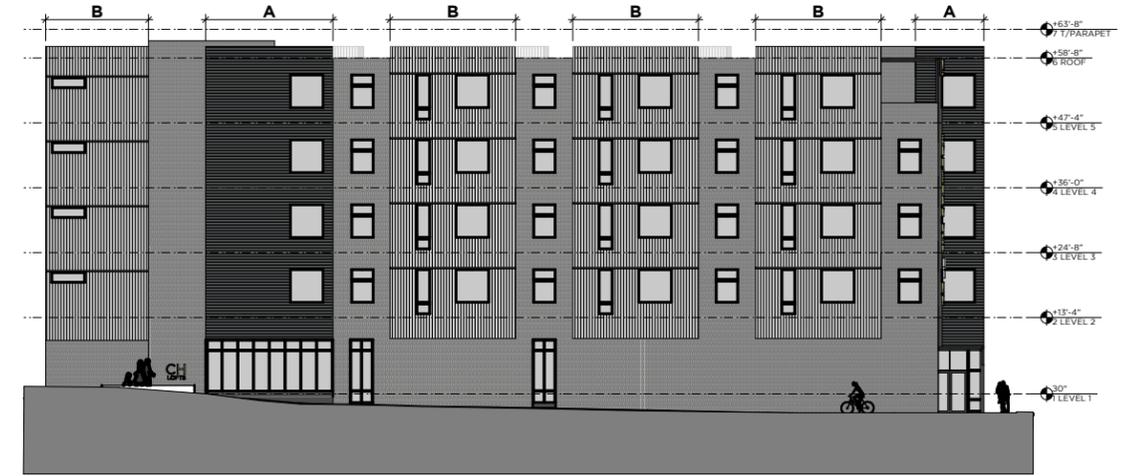
# COLLEGE HILL

## ELEVATIONS



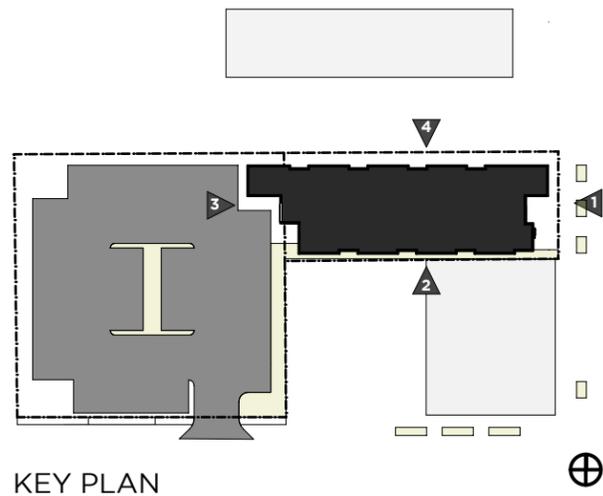
(1) EAST ELEVATION

METAL PANEL - 30%  
BRICK - 47%  
OPENINGS - 23%

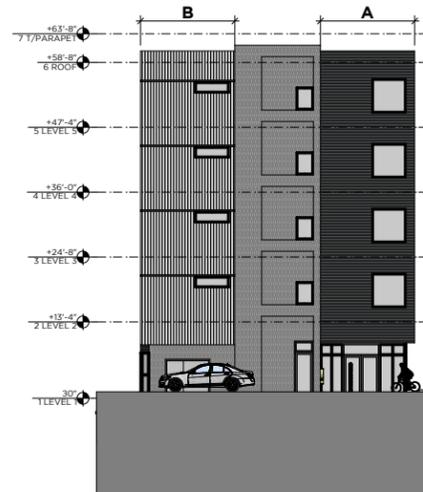


(2) SOUTH ELEVATION

METAL PANEL - 52%  
BRICK - 34%  
OPENINGS - 14%



KEY PLAN



(3) WEST ELEVATION

METAL PANEL - 52%  
BRICK - 32%  
OPENINGS - 16%

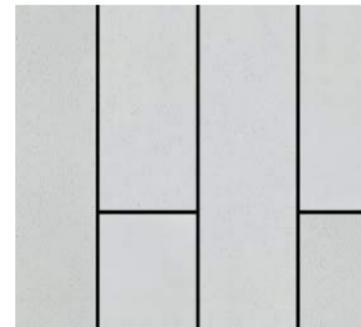


(4) NORTH ELEVATION

METAL PANEL - 54%  
BRICK - 25%  
OPENINGS - 21%



(A) METAL PANEL



(B) METAL PANEL



BRICK



BRICK DETAILING

# COLLEGE HILL

CORNER OF COLLEGE AND 22ND



# COLLEGE HILL

## FRONT VIEW



# COLLEGE HILL

## COLLEGE STREET VIEW



# COLLEGE HILL

## COLLEGE RESIDENTIAL ENTRY



# COLLEGE HILL

## FLOOR LEVELS

### APARTMENT RENTABLE SQUARE FOOTAGE

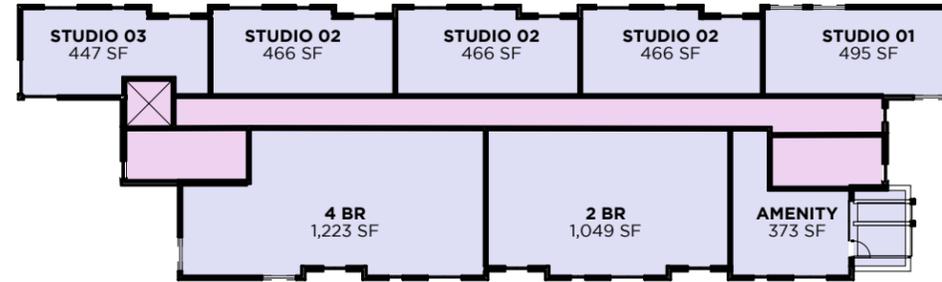
UNIT TYPE	QTY.	UNIT SQ. FT.	TOTAL SQ. FT.
STUDIO 01	4	495	1,980
STUDIO 02	12	466	5,592
STUDIO 03	4	447	1,788
STUDIO 04	3	500	1,500
2 BEDROOM	4	1,049	4,196
4 BEDROOM	4	1,223	4,892
<b>TOTAL</b>	<b>31</b>		<b>19,948</b>
<b>TOTAL BEDS</b>	<b>47</b>		
<b>ON-SITE PARKING</b>	47 (2 ACCESSIBLE STALLS)		

### GROSS FLOOR AREAS

LEVEL	USE	AREA (sq ft)
LEVEL 1	LOBBY + RETAIL	6,488 sq ft
LEVEL 2	RESIDENTIAL	6,233 sq ft
LEVEL 3	RESIDENTIAL	6,233 sq ft
LEVEL 4	RESIDENTIAL	6,233 sq ft
LEVEL 5	RESIDENTIAL + AMENITY	6,084 sq ft
<b>TOTAL</b>		<b>31,271 sq ft</b>

### LEGEND

	RESIDENTIAL UNITS
	CIRCULATION
	RETAIL/AMENITY



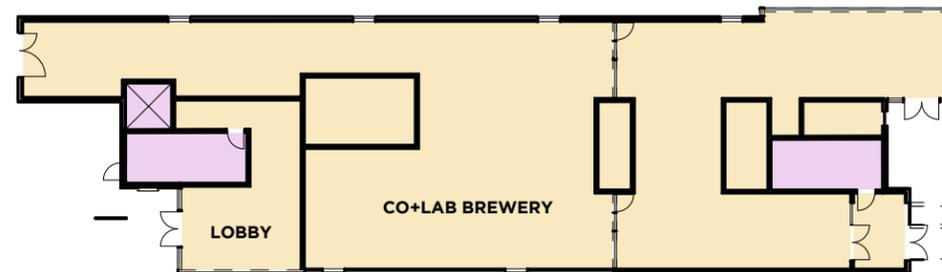
### RESIDENTIAL 5 FLOOR PLAN

SCALE: 1/32" = 1'-0"



### RESIDENTIAL 2-4 FLOORS

SCALE: 1/32" = 1'-0"



### RETAIL 1 FLOOR

SCALE: 1/32" = 1'-0"

**OWNER OF RECORD:**

CV COMMERCIAL, LLC

**DATE OF PREPARATION:**

9-26-2018

**APPLICANT INFORMATION**

SLINGSHOT ARCHITECTURE  
305 EAST COURT AVE.  
DES MOINES, IOWA 50309

**DEVELOPER INFORMATION**

604 CLAY ST.  
CEDAR FALLS, IOWA 50613  
CONTACT: CORY HENKE (319-640-0182)

**ZONE INFORMATION:**

DISTRICT: C3 (COLLEGE HILL OVERLAY)

**BUILDING SETBACKS**

	REQUIRED	PROVIDED (MIN)
FRONT YARD:	0'	0'
SIDE YARDS:	5'	5'
REAR YARD:	5'	5'
LOT AREA: 0.69 AC (29,914 SF)		
IMPERVIOUS: 0.56 AC (24,316 SF)		

**PARKING INFORMATION:**

PROVIDED

STANDARD STALLS 45  
ACCESSIBLE STALLS 2

**FLOODPLAIN INFORMATION:**

NO FLOODPLAIN PRESENT PER FIRM PANEL #19013C0164F

**LEGEND**

- ① PCC
- ② LANDSCAPING

**STORMWATER MANAGEMENT**

STORMWATER MANAGEMENT TO BE PROVIDED BY UNDERGROUND DETENTION

**PROPERTY USE**

MULTIFAMILY HOUSING AND RETAIL

**SIGHT TRIANGLES**

SIGHT TRIANGLE DIMENSIONS ARE BASED ON A 30 MPH DESIGN SPEED

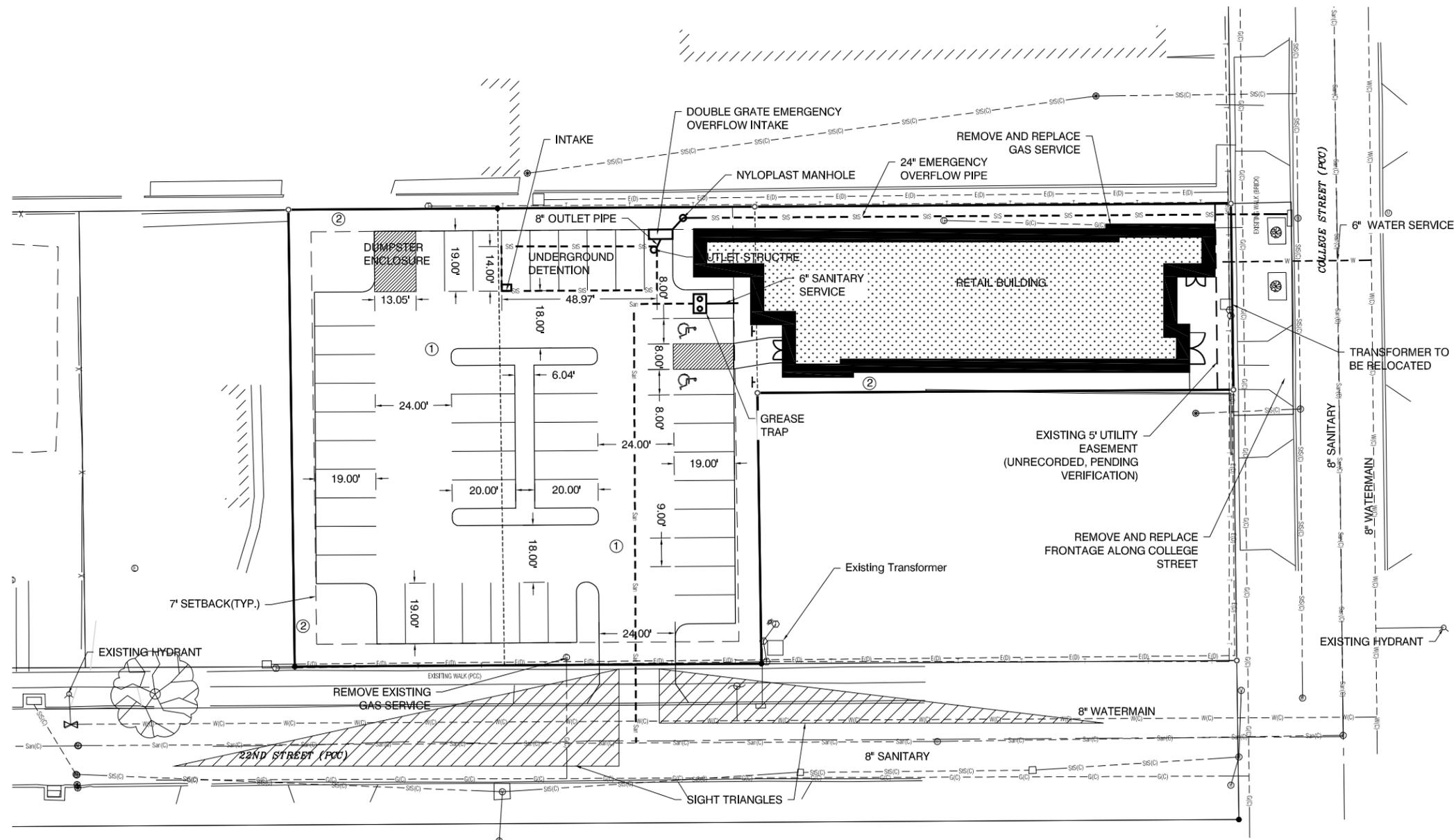
**UTILITY INFORMATION**

CENTURY LINK UTILITIES ARE PRESENT ON SITE. TO BE REMOVED DURING CONSTRUCTION.

**EASEMENTS**

NO EXISTING RECORDED EASEMENTS ARE PRESENT ON SITE.

PROVIDE 6'X6' EASEMENT FOR RELOCATED TRANSFORMER AND COMMUNICATIONS PAD. COORDINATE LOCATION WITH OWNER OF LOT.



J:\6627\dwg\Sheets\6627 - Layout.dwg - CGA Plan - 11-01-18 - 3-tdgm - Jan2014



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

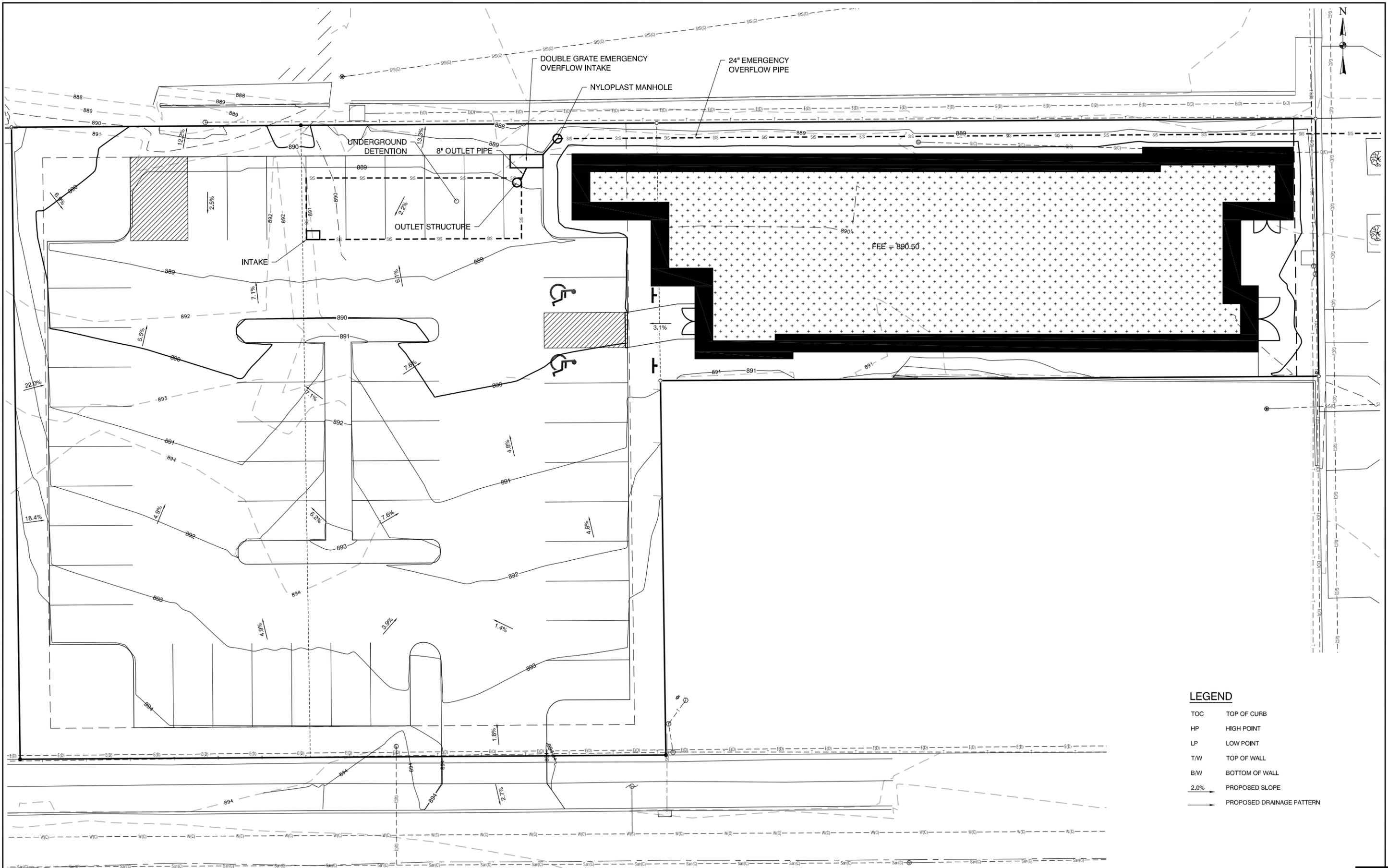
**CGA** Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

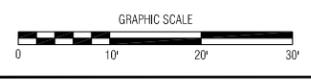
**COLLEGE HILL**  
CEDAR FALLS, IOWA

**LAYOUT PLAN**

PROJECT NO. 58  
SHEET NO. C.200



- LEGEND**
- TOC TOP OF CURB
  - HP HIGH POINT
  - LP LOW POINT
  - T/W TOP OF WALL
  - B/W BOTTOM OF WALL
  - 2.0% PROPOSED SLOPE
  - PROPOSED DRAINAGE PATTERN



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

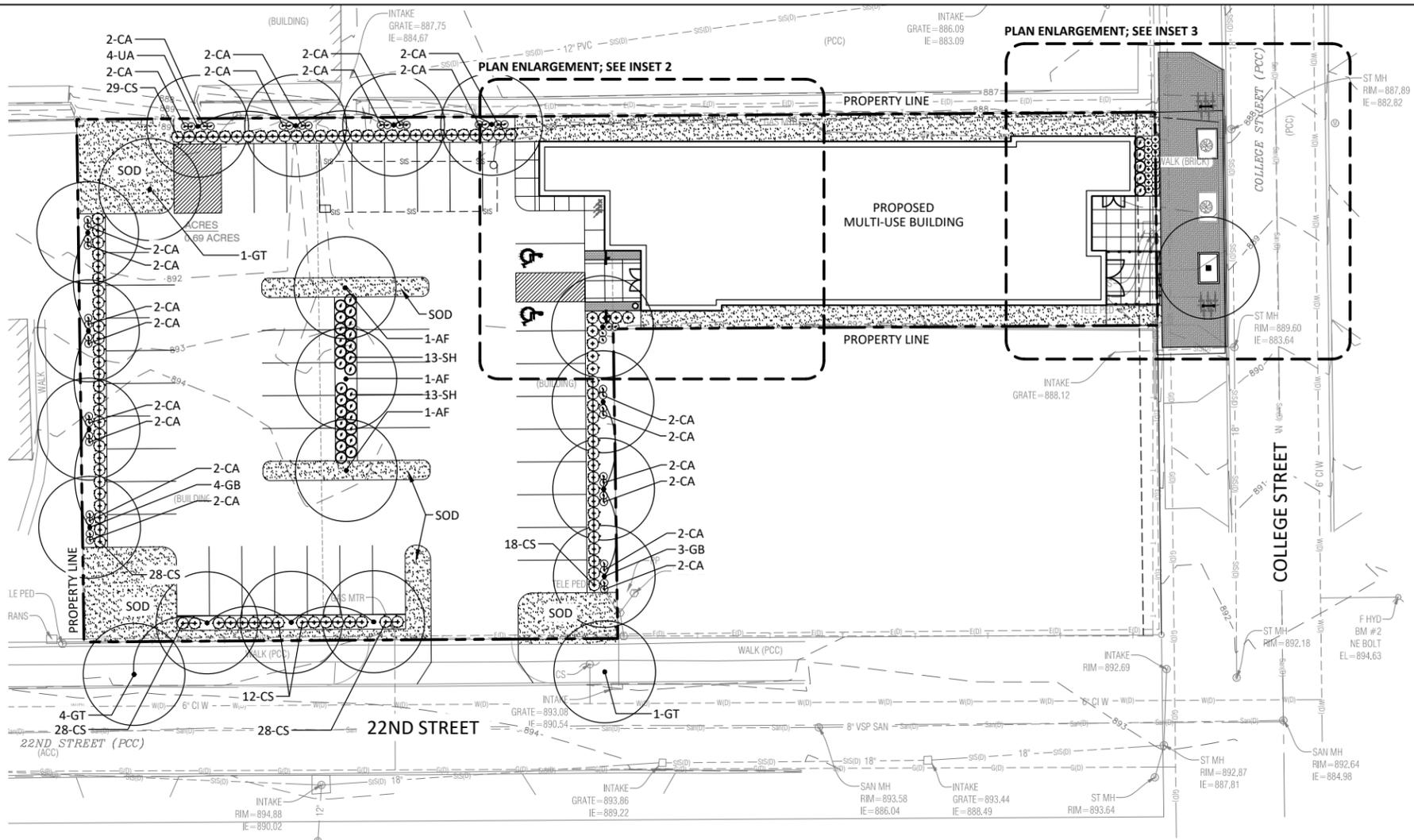
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 16 East Main Street  
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 Ph 641-752-6701  
 www.cgaconsultants.com

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**COLLEGE HILL**  
 CEDAR FALLS, IOWA

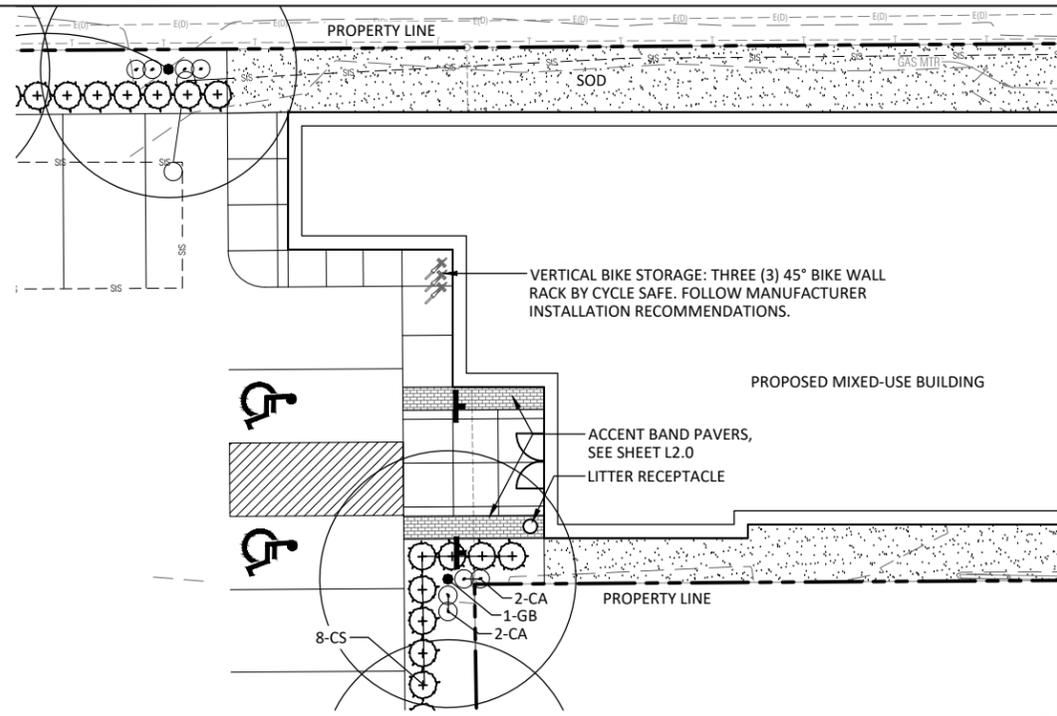
**GRADING PLAN**

J:\6627\dwg\Sheets\6627 - Grading.dwg - CGA Plan - 11-01-18 - 3:42pm - E:\w904

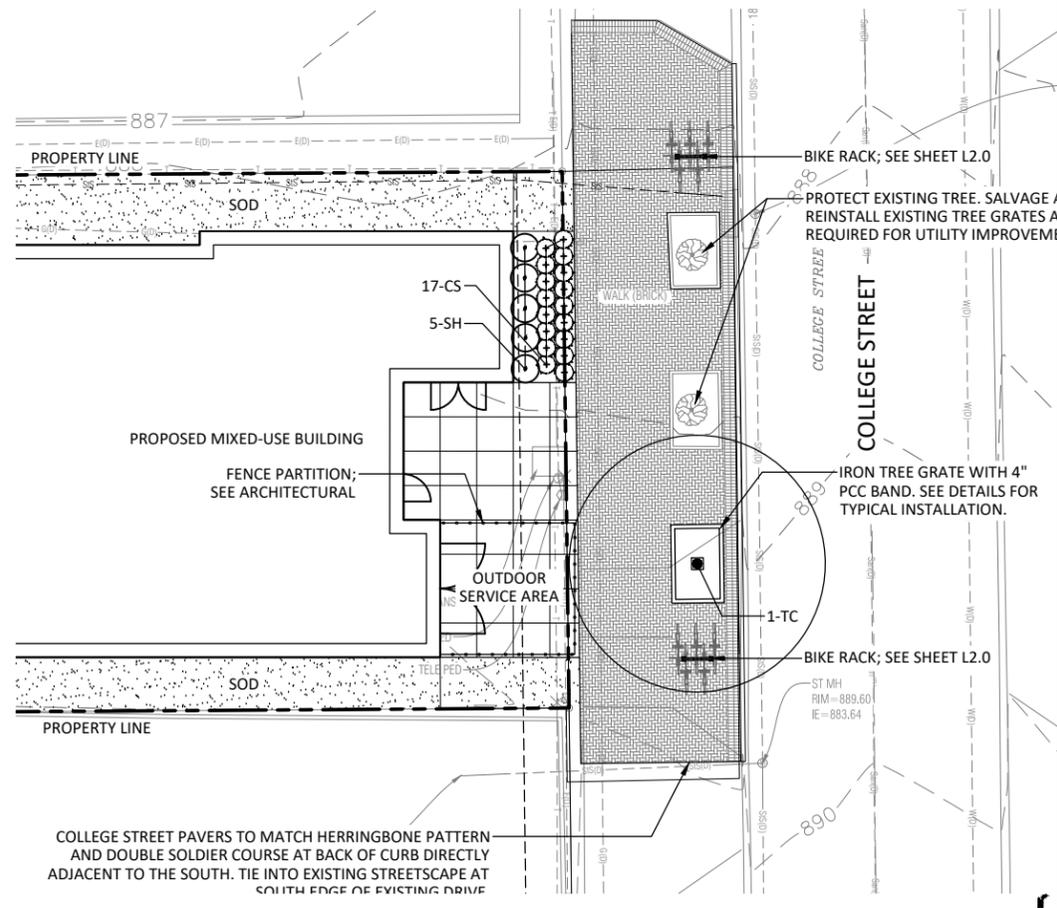


1 PLANTING PLAN  
SCALE: 1"=10'-0"

MASTER PLANT SCHEDULE							
QTY.	SYM.	SCIENTIFIC NAME	COMMON NAME	UNIT	SIZE	SPACING	REMARKS
<b>TREES AND SHRUBS</b>							
3	AF	<i>Acer x freemani 'Jeffersred'</i>	AUTUMN BLAZE MAPLE	EA	2.5" CAL. B&B	SEE PLAN	
8	GB	<i>Ginkgo biloba 'Princeton Sentry'</i>	PRINCETON SENTRY GINKGO	EA	2.5" CAL. B&B	SEE PLAN	
6	GT	<i>Gleditsia triacanthos f. inermis 'Skycole'</i>	SKYLINE HONEYLOCUST	EA	2.5" CAL. B&B	SEE PLAN	
1	TC	<i>Tilia cordata</i>	LITTLELEAF LINDEN	EA	2.5" CAL. B&B	SEE PLAN	
4	UA	<i>Ulmus americana 'Princeton'</i>	PRINCETON ELM	EA	2.5" CAL. B&B	SEE PLAN	
<b>SHRUBS, PERENNIALS &amp; GRASSES</b>							
48	CA	<i>Calamagrostis acutiflora 'Karl Foerster'</i>	FEATHER REED GRASS	EA	1 GAL.	SEE PLAN	
168	CS	<i>Cornus stolonifera 'Farrow' P.P. #18,523</i>	ARCTIC FIRE RED TWIG DOGWOOD	EA	1 GAL.	SEE PLAN	
31	SH	<i>Sporobolus heterolepis 'Tara'</i>	TARA PRAIRIE DROPSEED	EA	1 GAL.	18" O.C.	



2 WEST ENTRANCE PLAZA  
SCALE: 1"=10'-0"



3 COLLEGE STREET (EAST) ENTRANCE  
SCALE: 1"=10'-0"

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309 E 5TH STREET  
DES MOINES, IA 50319  
Phone: (515) 261-5977  
Email: DesMoines@bolton-menk.com  
www.bolton-menk.com

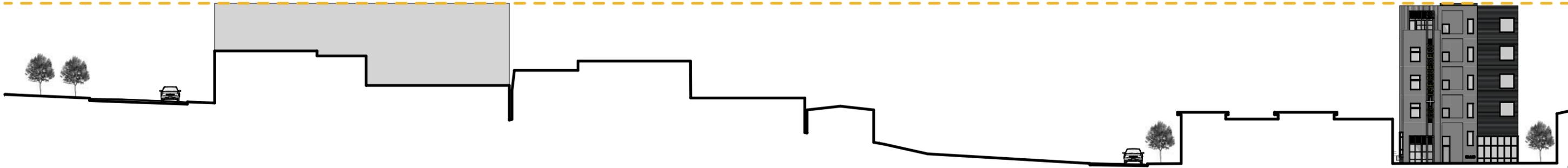
DESIGNED	NO.	REVISION	DATE
SJK			
DRAWN			
NMW			
CHECKED			
SJK			
CLIENT PROJ. NO.	XXXXXXXXXX		

COLLEGE HILL  
CEDAR FALLS, IOWA  
LANDSCAPE PLAN

SHEET  
L1.0

# COLLEGE HILL

## STREET SECTION

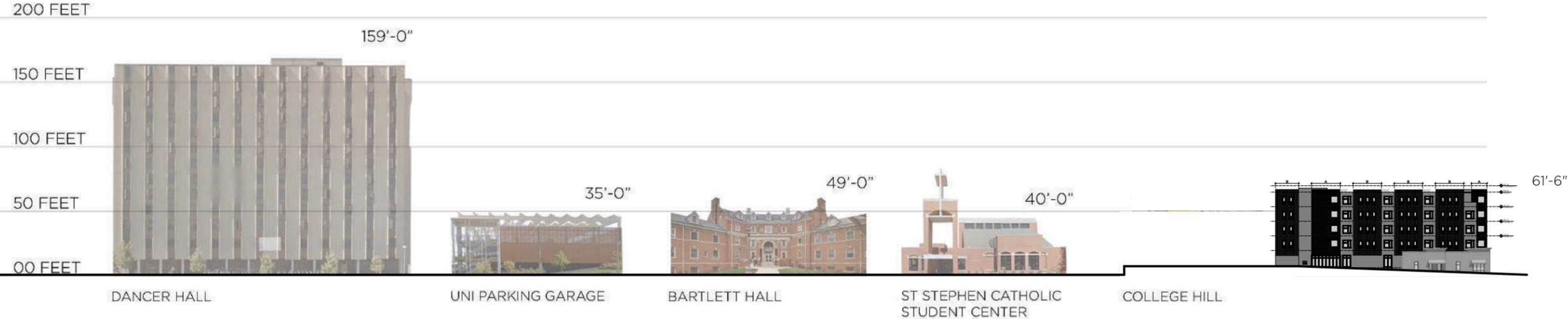


# COLLEGE HILL

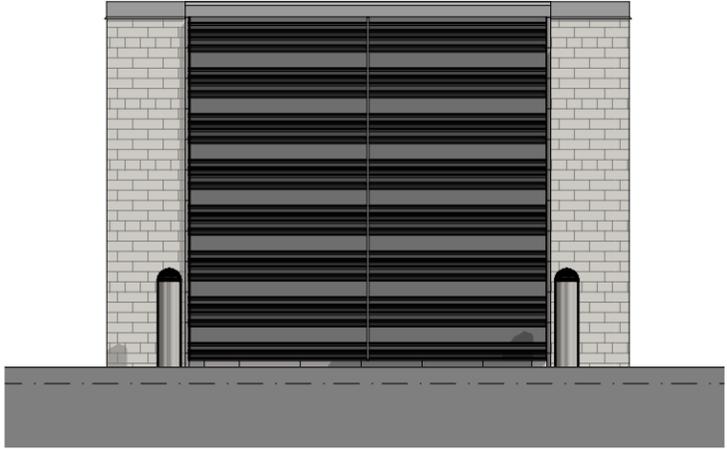
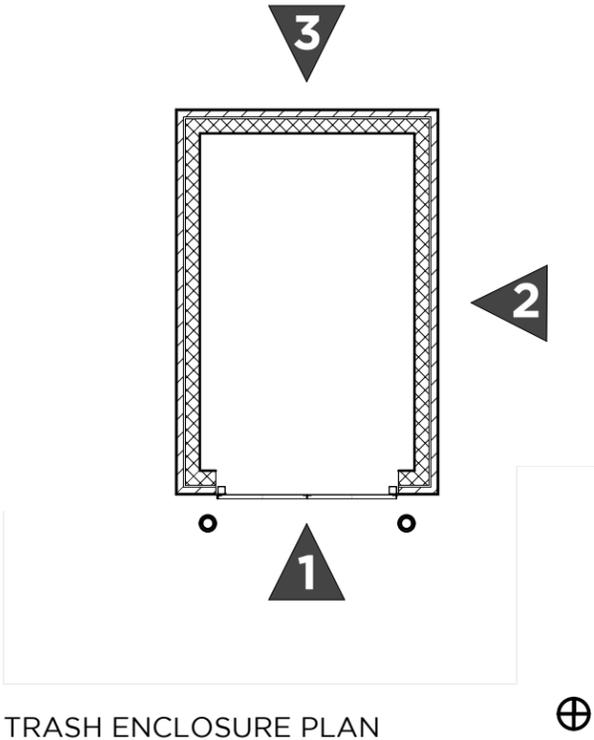
## ELEVATION STUDY



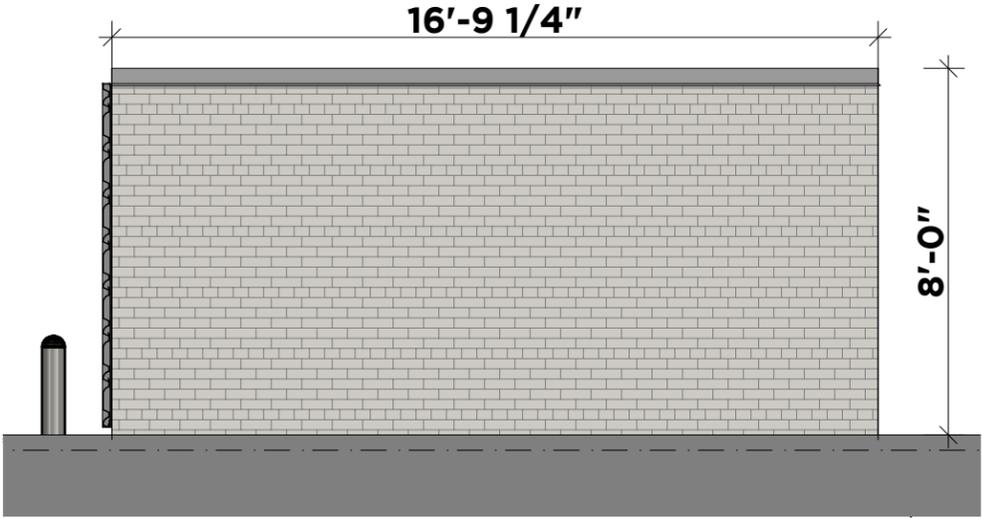
### CEDAR FALLS BUILDING HEIGHTS



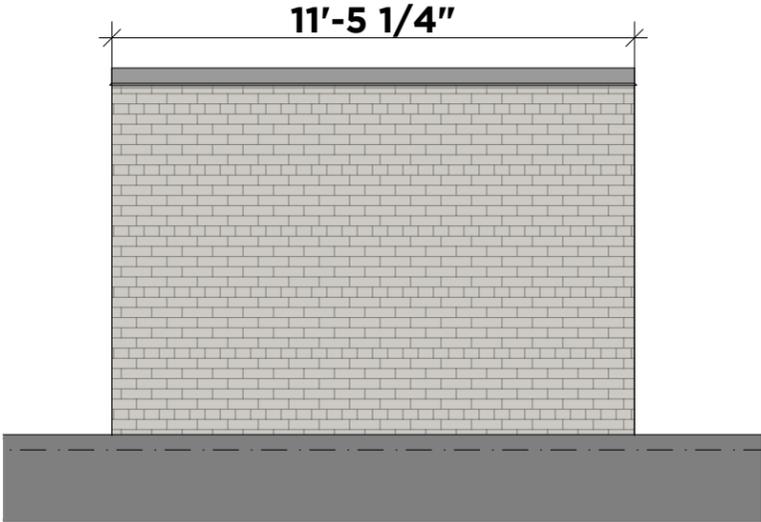
# COLLEGE HILL TRASH ENCLOSURE



(1) SOUTH ELEVATION



(2) EAST/WEST ELEVATION



(3) NORTH ELEVATION



(A) METAL PANEL



BRICK

**Parking Impact Analysis for the Mixed-Use Development  
2119 College Street, College Hill Neighborhood, Cedar Falls, IA  
Draft 5/30/2019**

The 2119 College Street mixed-use project is located on the west side of College Street in the College Hill neighborhood of Cedar Falls. The neighborhood is primarily a University of Northern Iowa (UNI) student residential and commercial area approximately four blocks north to south and two blocks east to west. The project site is currently a multi-unit apartment building facing College street and an unused parking lot along 22<sup>nd</sup> Street. The parking lot area is currently in disrepair and blocked from use.



The proposed five-story building will include ground level retail and 31 residential units on the upper levels. The residential units include 23 one-room studio units, four two-bedroom apartments and four four-bedroom apartments. The current plan for the lower level commercial space includes an elevator lobby for the residential units and production and customer service space for a brewery. The brewery space is planned for 2,116 SF of beverage service area and 3,006 SF of brewing and production space.

The site plan provides 47 parking spaces for resident parking only. Because the subject property is in a C-3 zoning district, there is no requirement for on-site parking for commercial uses.



**Estimated Parking Demand**

In estimating parking demand that will likely result from this project, we considered recommended parking ratios published by the Institute of Transportation Engineers (ITE); and shared demand modeling as published by the Urban Land Institute (ULI). The ITE and ULI recommended parking ratios are listed below for each land use.

**Recommended Parking Ratios**

Residential

ITE Parking Ratio

1.5 spaces / Unit (regardless of bedrooms)

ULI Parking Ratio (2019 Draft for Suburban Areas)

Studio .85 spaces + .10 visitor  
 One Bedroom .9 spaces + .10 visitor  
 Two Bedroom 1.5 spaces + .10 visitor  
 3+ Bedroom 2.5 spaces + .10 visitor

Commercial

Production / Light Industrial 1.2 employee spaces per 1,000SF  
 Restaurant 15.25 customer spaces + 1.5 employee = 16.5 spaces per 1,000SF

***Residential Peak Parking Demand***

The ITE parking ratios for residential land uses are “one-size fits all” regardless of the number of bedrooms. The recent draft recommendations from ULI better address parking demand based on the number of bedrooms in each unit. Utilizing the more detailed ULI ratios, the apartment units will create peak demand for 40 parking spaces.

Type	Units	ULI Ratio	Projected Parking Demand
Studio	23	0.95	22
2 Bedroom	4	1.6	7
4 Bedroom	4	2.6	11
ULI Projected Parking Demand			40

We understand that a few property owners in the area are concerned that the rental rates for the proposed apartments are significantly higher than other rates in the area, and that the units will house more than one person per bedroom. They believe this will create a higher parking demand than simply applying the ULI ratios or the City requirement of one parking space per bedroom. The model assumes that a small percentage of residents will not have a vehicle.

### **Commercial Space Peak Parking Demand**

To reflect the mixed-use aspect of this project located in a moderate-density collegiate setting, we used a captive market reduction factor of 40% for our shared demand modeling. In other words, we are assuming that 40% of the parking demand generated by the first-floor commercial space will be residents or visitors already parked in the area. The demand model projects the peak parking demand as 7 pm on a weekend (Friday or Saturday) evening. Peak demand at that time is 26 parking spaces

Brewery Customer Service Area	22 parking spaces
<u>Brewery Production Area (staff)</u>	<u>4 parking spaces</u>
<b>Total Peak Parking Demand</b>	<b>26 parking spaces</b>

### **Comparing Estimated Parking Demand Against Observed Parking Occupancies**

#### Residential Parking Impact

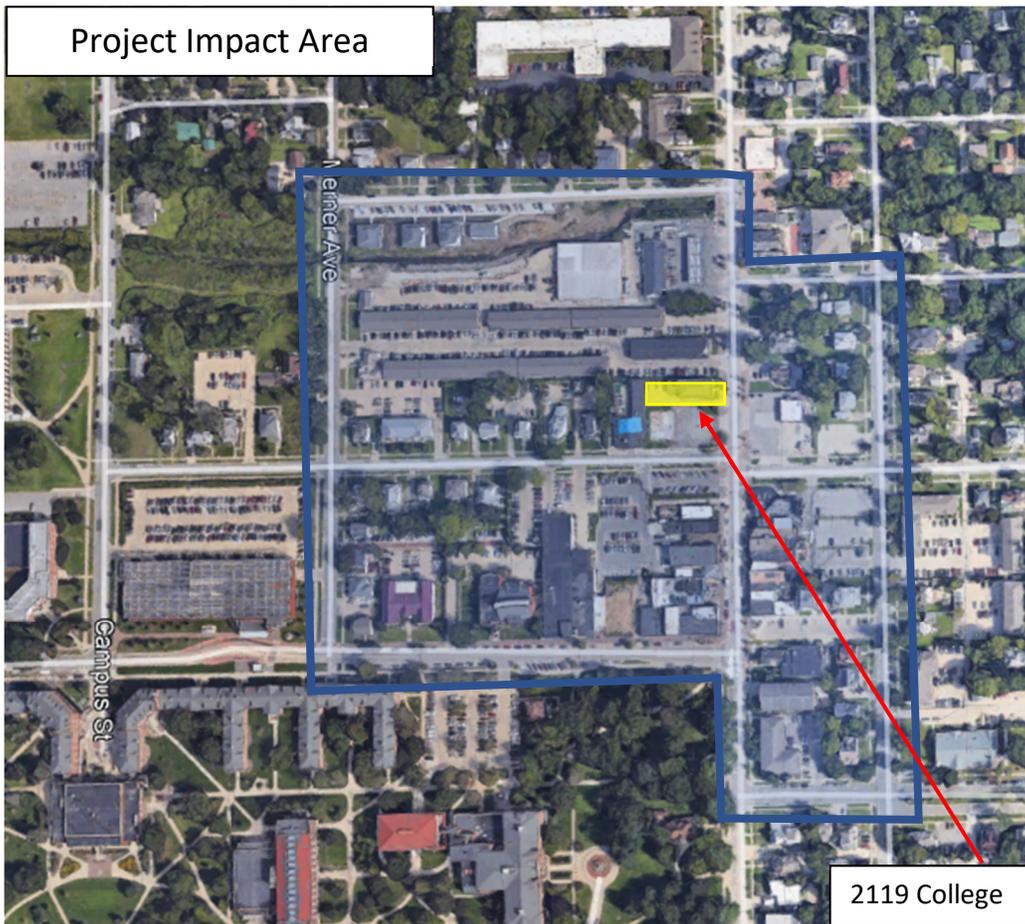
Based on the ITE and ULI Parking Ratios, the proposed parking lot is adequate for the 31 rental units within the development. We agree that the potential exists for the apartments to have more than one resident per bedroom. However, quantifying the number of residents in the 31 units is not possible with the information provided. If every studio unit had double occupancy there would need to be parking for 62 vehicles, a shortage of 15 spaces. If half the studio units had double occupants, then there would be approximately 4 vehicles without parking spaces. These parkers would have a couple of choices:

- Compete with the other residential students parking on; Campus St., Merner Ave., 20<sup>th</sup> St., Olive St., Walnut St. and the cross streets.
- Purchase a permit from the University to park in the residential parking areas on campus.

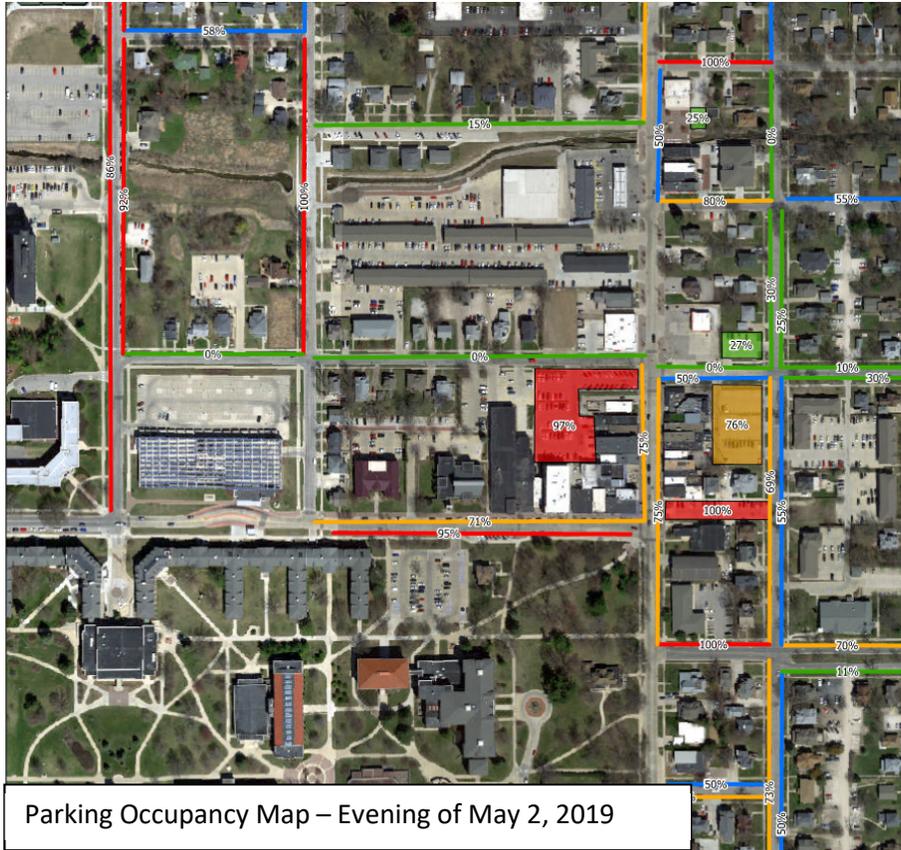
The City currently provides hundreds of on-street parking spaces in College Hill for daytime and overnight parking. Some of the spaces are regulated with time of day or day of week restrictions. However, the spaces and the opportunity to park a residential vehicle for free exist, if the owner is willing to jockey the car around to avoid parking citations.

Commercial Space Parking Impact

For the commercial space (brewery) the parking demand modeling indicates a maximum peak parking demand of 26 spaces. To determine the level of public parking available to support this proposed development, we analyzed the parking occupancy data collected. Four public parking lots totaling 173 parking spaces are located within the impact area. Additionally, there are 186 on-street parking spaces (with various use times and regulations) within impact area. Notably, 22<sup>nd</sup> Street is available for parking from 5:30 pm - 1 am M-S and 8 pm – 1am on Sunday. We anticipate peak time for the brewery to be after 5:30 pm most days.



We utilized occupancy data collected during evening peak demand on Wednesday May 1, and Thursday, May 2, 2019. Our analysis includes public parking in the parking impact area shown below, to include on-street public parking and off-street public lots G, N, J and O.



2119 College Impact Area Parking Supply and Demand			
	Supply	Peak Occupancy	Available Spaces
Off-Street public parking	173	141	32
On-Street public parking	186	113	73
Total Available Spaces			105

Comparing the estimated peak parking demand of 26 parking spaces against the available open public parking spaces in the project impact area of 105 parking spaces, we project there is sufficient public parking availability to support the commercial area of 2119 College. Also, there is public parking available in the following locations:

- 21 metered spaces (free after 7pm) at the campus bookstore across the street from the proposed development.
- 100 metered parking spaces in the UNI transit garage.
- Additional on-street public parking supply within two to three blocks walking distance of the proposed development.

### Residential and Commercial Parking Demand

For the analysis, we intentionally considered the impact of residential parking and parking associated with the commercial space separately. The parkers and the parking spaces they use have different characteristics. Commercial parkers mostly come for a short period and leave. Residential parkers need overnight parking, even though they may use their vehicles several times per week. The key to keeping parking available for all user groups is good policy and regular enforcement.

### **Summary**

This analysis was developed considering the operational and regulatory parking environment currently existing in the College Hill neighborhood. If the time of day, overnight, No Parking or other regulations were modified, the parking patterns, occupancy levels and availability would undoubtedly change.

Under the current conditions, the development at 2119 College would accommodate much of the parking demand generated by the residential units in the building. There could potentially be a shortage of 4 – 15 parking spaces for the residents if there were more than one person per bedroom. Parking for those vehicles could be accommodated on Campus St., Merner Ave., Olive St., and Walnut St., although the vehicle owners would have to move the cars regularly to avoid parking citations. A more costly, but less prone to violation option would be to buy a permit for overnight parking on the UNI campus.

The first-floor commercial space could generate parking demand for approximately 26 parking spaces during peak times. The public parking lots and time limited on-street parking spaces in the area should accommodate the parking needs on typical days (events or other extraordinary times notwithstanding).

The proposed development will likely increase density and parking occupancy levels in the College Hill neighborhood. Higher parking occupancy levels require regular (although not overbearing) enforcement of both the daytime and overnight parking regulations.

# BALL, KIRK & HOLM, P.C.

ATTORNEYS AT LAW



Max E. Kirk  
H. Daniel Holm, Jr.  
David W. Stamp  
Jennifer L. Chase  
Eashaan Vajpeyi

William C. Ball (1928-2011)  
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E-MAIL: bkh@ballkirkholm.com

May 21, 2019

Planning and Zoning Commission  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

RE: 2119 College Street

Dear Commission Members:

I write to reiterate and emphasize that action on the 2119 College Street site plan is premature. The reasoning is simple. On or about February 26, 2019 the City commissioned a College Hill parking study with a price tag of \$44,000 to the taxpayers. Despite certain comments by City council members, in defense of their premature vote on a College Hill parking amendment, the scope of the study specifically included "a parking impact analysis of the mixed-use project [2119 College] currently being proposed.

#### **Parking Impact Analysis**

- 1 We will perform a parking impact analysis for the proposed five-story mixed-use project that has been proposed in the College Hill district. This parking impact analysis will attempt to determine anticipated parking demand generated by the proposed project, and to compare the anticipated demand against observed parking occupancies in the project impact area.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8800  
FAX 319-268-5126

**MEMORANDUM**

Public Records Division

**TO:** Mayor Brown and City Councilmembers  
**FROM:** Jacque Danielsen, City Clerk  
**DATE:** February 26, 2019  
**SUBJECT:** College Hill Parking Study – Consultant Agreement

During the recent downtown parking study, City Council indicated a desire to complete a similar parking study in the College Hill area. Attached is a proposal from Wantman Group, Inc. (WGI) to complete a parking study in the College Hill area. The scope of the study will be similar to the downtown parking study and will include a number of individual stakeholder meetings and workshops, as well as an assessment of parking inventory, occupancy and turnover. The study will also include a parking impact analysis of the mixed-use project currently being proposed.

It would seem odd, if not totally absurd, to pay for an analysis of the building's impact but not wait for the results. The results will indicate a positive, neutral, or adverse impact. What will be done with the results if the building approval is a done deal? They will be useless and only serve to allow everyone to second guess the decision, calling into question why the building was pushed through. Waiting for the results ensures the right decision is being made.

The amount of remaining commercial lots on which a developer can build on the Hill are very small. Allowing this building to go up and set in stone a huge parking impact, without knowing whether it will be a good or bad impact, make no sense.

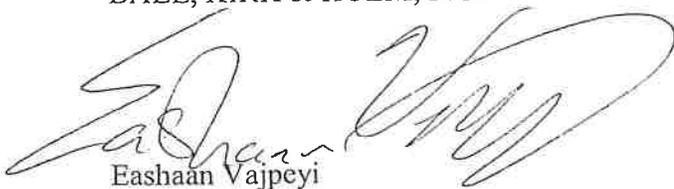
Some will say this has waited long enough. The study will be completed by July 31, 2019. The applicant has never come before the Commission stating that there is some time imperative.

Some will say the council approved a parking amendment without waiting for the study. The preliminary report told us very little and nothing about the mixed-use project. There will be only so much to be done by changing time limits on this spot or putting a meter on another spot. If you under park a building by 10, 20, 30 spots there is no going back.

Planning and Zoning is not a rubber stamp for council. The code clearly contemplates additional scrutiny of these projects by this specialized commission in addition to City Council. If it was a matter of a project simply meeting the plain words of parking ordinances and setback requirements, it would require no special consideration. Comments from council clearly indicated that they were passing the ordinance, but still counting on Planning and Zoning consideration of the specific project and recommendation for them.

It is time to stop guessing on and rushing through projects or ideas in this City. Consider how you would explain to a citizen why you didn't wait for the applicable data before voting on this—data that they paid for.

Sincerely,  
BALL, KIRK & HOLM, P.C.



Eashaan Vajpeyi

# BALL, KIRK & HOLM, P.C.

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January 7, 2019

City of Cedar Falls  
Planning and Zoning Commission  
ATTN: Kevin Rogers  
Stephanie Sheetz  
Karen Howard

Sent EMAIL only:  
[kevin.rogers@cedarfalls.com](mailto:kevin.rogers@cedarfalls.com)  
[stephanie.sheetz@cedarfalls.com](mailto:stephanie.sheetz@cedarfalls.com)  
[karen.howard@cedarfalls.com](mailto:karen.howard@cedarfalls.com)

RE: Brian Wingert Recusal Request

I request this be made part of the packet and record for the January 9, 2019 Planning and Zoning Commission meeting. I am writing on behalf of my client to again request recusal of Brian Wingert from any vote relating to site plan proposals brought forward by companies owned, operated, managed, or controlled in whole or in part by Brent Dahlstrom. This includes the current 2119 College Street site plan. The reasons for this request are substantially similar to those raised in my prior letter of March 27, 2018. I have attached updated spreadsheets and documents showing the documentation relied upon for my claims below.

Mr. Wingert and Mr. Dahlstrom have a close personal relationship that I am sure neither would deny. More importantly, the two are the principal members of a land development company, Panther Farms, LLC, which owns and sells lots for real estate development. They are also the principal members of a construction company specializing in single-family houses, called Panther Builders, I.I.C. Lastly, Mr. Wingert is a real estate agent who sells large quantities of real estate owned by various entities controlled by Mr. Dahlstrom, leases commercial space in buildings owned by Mr. Dahlstrom, and also sells the homes built by Panther Builders, LLC. This is an ongoing relationship. It would be difficult to fathom a closer business relationship than what currently exists between Mr. Wingert and Mr. Dahlstrom.

Mr. Wingert or his real estate brokerage, Structure Real Estate, currently have listed \$7.9 million of real estate for Mr. Dahlstrom's companies and Panther Builders.

Mr. Wingert and Mr. Dahlstrom are the co-signers on \$8.5 million in outstanding mortgages for Panther Builders. Over the course of the partnership, the two have borrowed over \$44.2 million together. For Panther Farms, they are co-signed on over \$2.4 million of outstanding mortgages and have borrowed nearly \$19 million over the course of that partnership.

Further, their relationship raises questions about whether Mr. Wingert will personally benefit from construction of 2119 College Street. Mr. Wingert is currently selling several two-bedroom units for Mr. Dahlstrom in downtown Cedar Falls. Will he or his brokerage sell any units at 2119 College? Mr. Wingert and Structure are currently the leasing agents for first floor commercial space in a mixed use building downtown Waterloo. Will Mr. Wingert or Structure lease any of the commercial space at 2119 College? Will any profits from the construction of 2119 College flow to Panther Builders? Due to scarce reporting requirements for limited liability corporations, there is no way to know these answers or how many other partnerships Wingert and Dahlstrom share.

Based on the standards for recusal iterated by the Iowa Supreme Court and based on common sense, Mr. Wingert cannot be said to be an impartial party to any vote that would directly or indirectly benefit Mr. Dahlstrom. He must recuse himself to ensure the integrity of the vote and the commission.

Sincerely,  
BALL, KIRK & HOLM, P.C.



Eashaan Vajpeyi  
Attachments



City, Area, Zip, MLS or Addr

319-939-7784  
Call Me Today



Contact Me Now!  
Ask Me Anything

SEARCH SELL FINANCE YOUR AGENT RESOURCES CAREERS VIDEOS

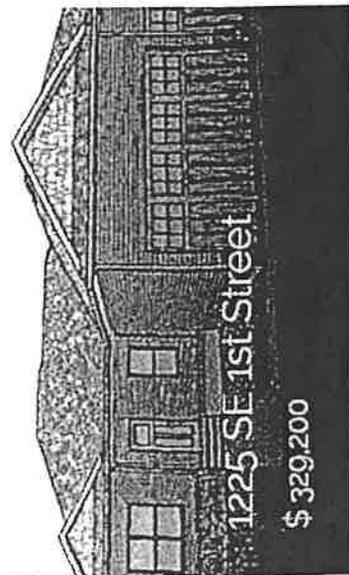
# Saved Properties

Home / Saved Properties

## Saved Properties

This is a list of your favorite properties. We will email you if a property is reduced or leaves the market.

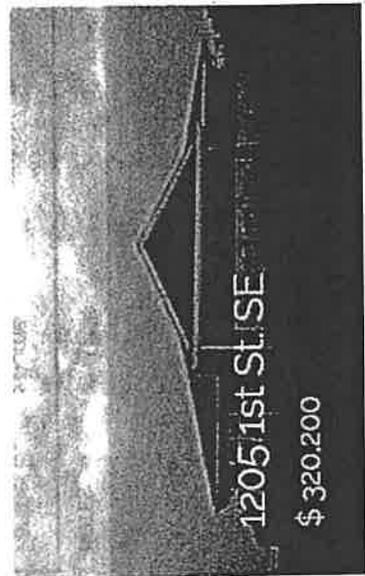
Click to remove a property to this list.



**1225 SE 1st Street**  
\$ 329,200

NOTES:

Panther Builders home



**1205 1st St SE**  
\$ 320,200

NOTES:

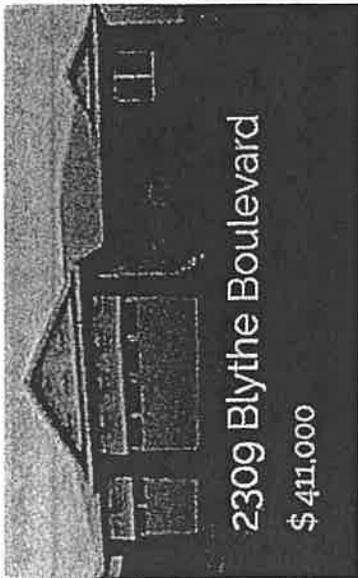
Panther Builders home



**4620 Eden Way**  
\$ 420,400

NOTES:

Panther Builders home



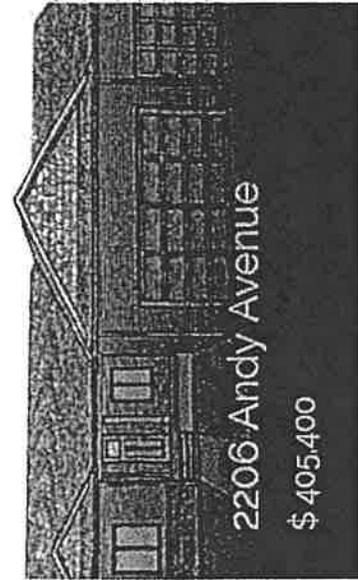
2309 Blythe Boulevard

\$ 411,000

NOTES:

Panther Builders LLC

Update



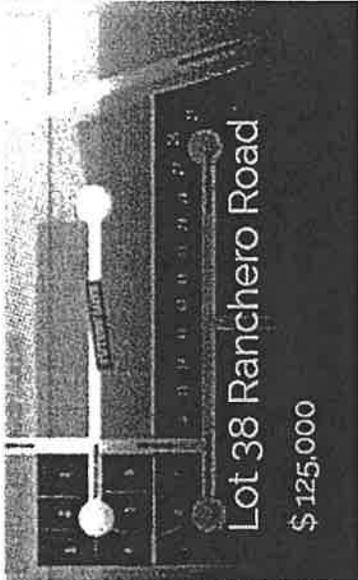
2206 Andy Avenue

\$ 405,400

NOTES:

Panther Builders home

Update



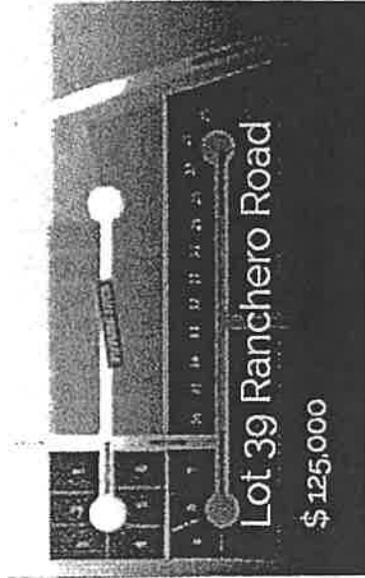
Lot 38 Ranchoero Road

\$ 125,000

NOTES:

Owned by Hudson Land Development, LLC and Brent Dahlstrom

Update

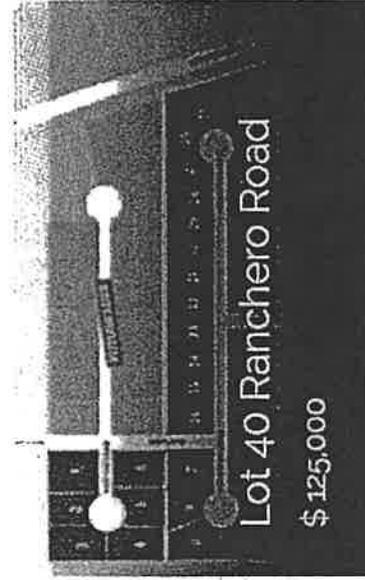


Lot 39 Ranchoero Road

\$ 125,000

NOTES:

Owned by Hudson Land Development, LLC and Brent Dahlstrom

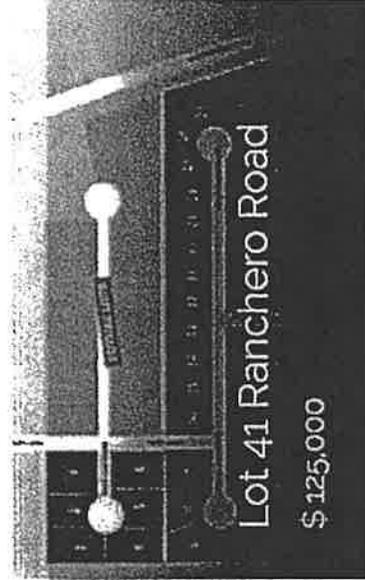


Lot 40 Ranchoero Road

\$ 125,000

NOTES:

Owned by Hudson Land Development, LLC and Brent Dahlstrom



Lot 41 Ranchoero Road

\$ 125,000

NOTES:

Owned by Hudson Land Development, LLC and Brent Dahlstrom



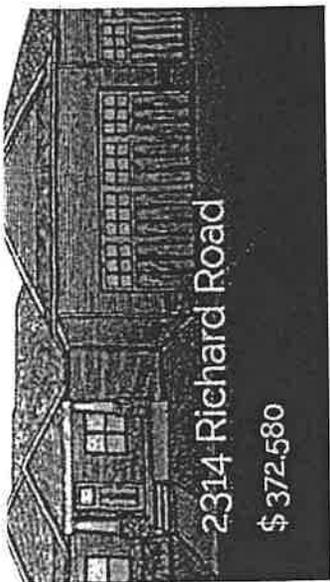
Lot 42 Rancho Road

\$ 125,000

NOTES:

Owned by Hudson Land Development, LLC and Brent Dahlstrom.

Update



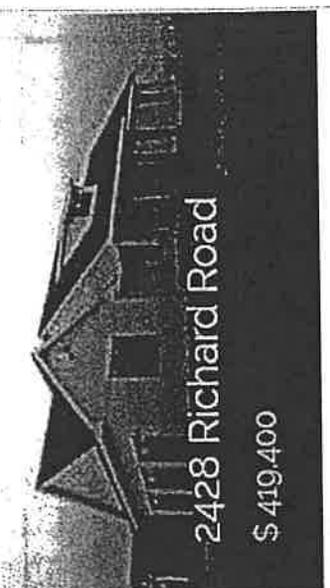
2314 Richard Road

\$ 372,580

NOTES:

Panther Builders home.

Update



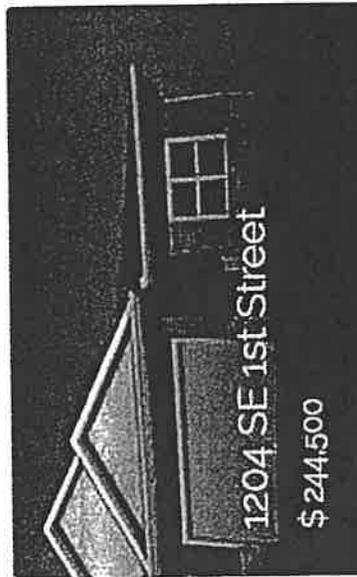
2428 Richard Road

\$ 419,400

NOTES:

Panther Builders home.

Update



1204 SE 1st Street

\$ 244,500

NOTES:

Panther Builders home

Update



1008-1024 Leavitt

\$ 1,409,000

NOTES:

Owned by Leavitt Street Residential Cooperative and Brent Dahlstrom.

Update



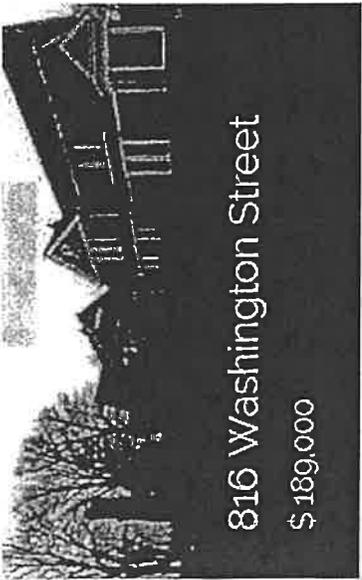
603 W 18th Street

\$ 175,000

NOTES:

Owned by Dolly's Rentals, LLC and Brent Dahlstrom

Update



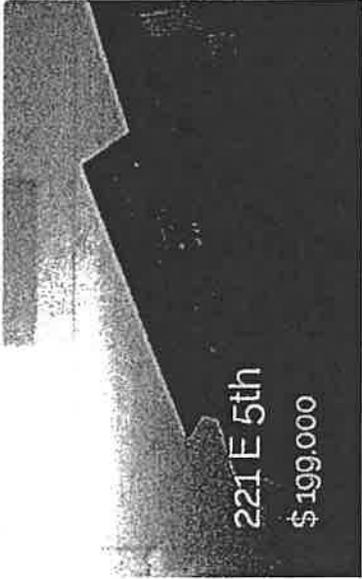
816 Washington Street

\$ 189,000

NOTES:

Owned by K3D, LLC and Brent Dahlstrom

Update



221 E 5th

\$ 199,000

NOTES:

Owned by 4D Investments, LLC and Brent Dahlstrom. 7 units available.

Update



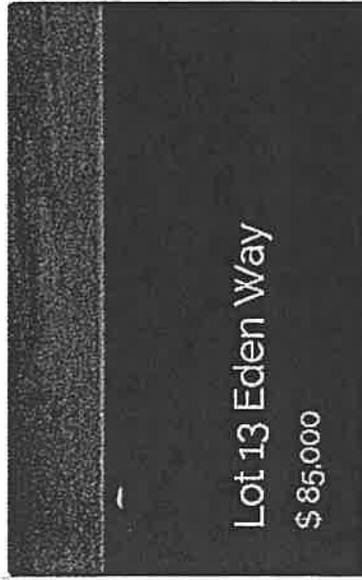
Lot 37 Blythe Boulevard

\$ 79,000

NOTES:

Panther Farms Lot

Update

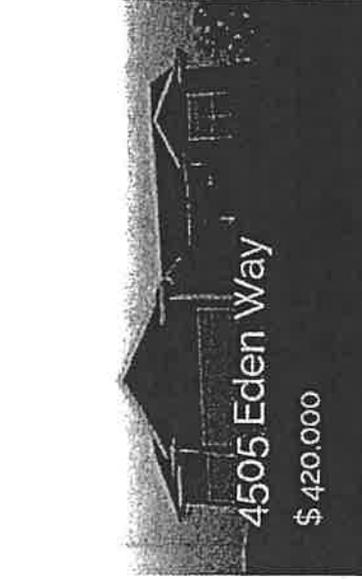


Lot 13 Eden Way

\$ 85,000

NOTES:

Panther Farms Lot



4505 Eden Way

\$ 420,000

NOTES:

Owned by Panther Builders.

Update

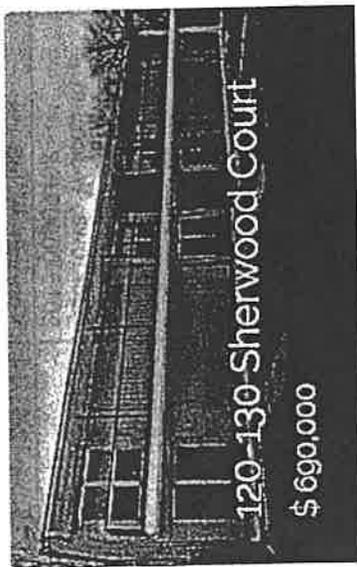


21 W Jefferson

\$ 18

NOTES:

A mixed use building in Waterloo, with bottom floor of commercial and upper floors of residential. Commercial portion being leased by Structure Real Estate and Brian Wingert. Owned by Grand Investments LLC and Brent Dahlstrom.



NOTES:

Owned by Sherwood Residential Coop Inc. and  
Brent Dahlstrom

Update

**Panther Builders**

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
1	1/31/14	UofI CCU, North Liberty 2014-00014640	Purchase Money	\$ 30,750.00	Redtail Dr., W'loo	Dahlstrom/Wingert	4/15/14
2	4/4/14	UofI CCU, North Liberty 2014-00017753	Construction	\$ 205,500.00	Lot 22 Red Tail Dr., W'loo	Dahlstrom/Wingert	4/3/15
3	5/1/14	Veridian, W'loo 2014-00019302	Construction/Purchase Money	\$301,000.00	Lot 23 Wild Horse Ridge, CF	Dahlstrom	6/29/16
4	6/18/14	NXT Bank, W'loo 2014-00022531	Open End RE	\$291,000.00	Lot 19 Audobon Park, W'loo	Dahlstrom/Wingert	11/9/15
5	7/15/14	Banklowa, W'loo 2015-00000847	Open-End RE	\$350,000.00	Lot 32 Viking Hills 3 <sup>rd</sup> Addition, CF	Dahlstrom/Wingert	12/29/14
6	7/16/14	Banklowa, W'loo 2015-00000950	Open-End RE	\$350,000.00	Lot 45, Briarwood Hills, CF	Dahlstrom/Wingert	11/9/15
7	7/22/14	UofI CCU, North Liberty 2015-00001322	Construction	\$228,800.00	Lot 31 Prairie Winds, CF	Dahlstrom/Wingert	1/27/15
8	7/22/14	UofI CCU, North Liberty 201500001324	Construction	\$227,200.00	Lot 1 Prairie Winds, CF	Dahlstrom/Wingert	2/10/15
9	8/14/14	NXT Bank, W'loo 2015-00002860	Open-End RE	\$219,000.00	Lot 14 Prairie Winds, CF	Dahlstrom/Wingert	1/14/15
10	10/8/14	UofI CCU, North Liberty 2015-00006198	Construction/Purchase Money	\$272,250.00	Lot 9 Vera Way, CF	Dahlstrom/Wingert	5/4/15
11	10/8/14	UofI CCU, North Liberty 2015-00006202	Construction/Purchase Money	\$219,750.00	5009 Samantha Cr., CF	Dahlstrom/Wingert	1/27/15
12	10/8/14	UofI CCU, North Liberty 2015-00006200	Construction/Purchase Money	\$219,750.00	Lot 24 Prairie Winds, CF	Dahlstrom/Wingert	6/11/15
13	10/10/14	NXT Bank, W'loo 2015-00006363	Open-End RE	\$245,000.00	5915 Summerland Dr., Waterloo	Dahlstrom/Wingert	1/17/17
14	12/4/14	Banklowa, W'loo 2015-00009408	Open-End RE	\$256,000.00	Lot 29 Prairie Winds, CF	Dahlstrom/Wingert	5/9/16
15	12/31/14	Veridian, W'loo 2015-00010665	Construction	\$309,000.00	Lot 11 Prairie Winds, CF	Dahlstrom/Wingert	8/25/15
16	12/31/14	Veridian, W'loo 2015-00010659	Construction	\$342,000.00	Lot 38 Prairie Winds, CF	Dahlstrom/Wingert	2/11/16
17	1/26/15	NXT Bank, CF 2015-00011903	Open-End RE	\$282,000.00	Lot 2 Prairie Winds, CF	Dahlstrom/Wingert	7/23/15
18	3/10/15	Banklowa, W'loo 2015-00014159	Open-End RE	\$350,000.00	Lot 20 in Cedar Crest 2 <sup>nd</sup> Addition, CF	Dahlstrom/Wingert	8/21/15

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
19	5/5/15	UofI CCU, North Liberty 2015-00017859	Construction/Purchase Money	\$220,000.00	5108 Ironwood Dr., CF	Dahlstrom/Wingert	10/20/15
20	7/1/15	UofI CCU, North Liberty 2016-00000172	Construction/Purchase Money	\$293,000.00	4713 Gloria St., CF	Dahlstrom/Wingert	5/11/16
21	8/31/15	Veridian, W'loo 2016-00004164	Construction/Purchase Money	\$310,000.00	4605 Gloria St., CF	Dahlstrom/Wingert	4/20/16
22	9/29/15	Veridian, W'loo 2016-00006126	Construction/Purchase Money	\$367,000.00	Lot 18 Quail Ridge, CF	Dahlstrom/Wingert	3/6/17
23	11/12/15	First Sec. State Bank, CF 2016-00009012	Open-End RE	\$245,000.00	4320 Briarwood Hills, CF	Dahlstrom	
24	12/21/15	UofI CCU, North Liberty 2016-00011215	Construction/Purchase Money	\$312,000.00	2022 Donald Dr., CF	Dahlstrom/Wingert	6/9/16
25	2/12/16	Farmers State, W'loo 2016-00014075	Construction	\$500,000.00	1927 Richard Rd., CF	Dahlstrom/Wingert	6/20/16
26	2/15/16	UofI CCU, North Liberty 2016-00014078	Construction/Purchase Money	\$277,500.00	1903 Donald Dr., CF	Dahlstrom/Wingert	9/2/16
27	3/1/16	Banklwa, W'loo 2016-00014909	Open-End RE	\$242,000.00	Lot 22 Prairie West, CF	Dahlstrom/Wingert	6/7/16
28	3/1/16	UofI CCU, North Liberty 2016-00014913	Construction/Purchase Money	\$296,250.00	2004 Donald Dr., CF	Dahlstrom/Wingert	2/7/17
29	3/31/16	Banklwa, W'loo 2016-00016462	Open-End RE	\$275,000.00	Lot 10 Prairie West, CF	Dahlstrom/Wingert	1/4/18
30	3/31/16	UofI CCU, North Liberty 2016-00016464	Construction/Purchase Money	\$236,000.00	4705 Gloria St., CF	Dahlstrom/Wingert	8/23/16
31	4/1/16	UofI CCU, North Liberty 2016-00016542	Construction/Purchase Money	\$321,600.00	3722 Wynnewood Dr., CF	Dahlstrom/Wingert	10/4/16
32	4/1/16	Farmers State, W'loo 2016-00016561	Construction/Purchase Money	\$460,000.00	4403 Harvest Ln, CF	Dahlstrom/Wingert	11/21/16
33	4/1/16	UofI CCU, North Liberty 2016-00016619	Construction/Purchase Money	\$264,000.00	244 Limerick Dr., Jesup	Dahlstrom/Wingert	9/2/16
34	4/5/16	Farmers State, W'loo 2016-00016723	Construction/Purchase Money	\$460,000.00	4403 Harvest Ln, CF	Dahlstrom/Wingert	11/21/16
35	4/12/16	UofI CCU, North Liberty 2016-00017217	Construction/Purchase Money	\$297,600.00	2028 Donald Dr., CF	Dahlstrom/Wingert	10/4/16
36	4/27/16	UofI CCU, North Liberty 2016-00018096	Construction/Purchase Money	\$232,800.00	2124 Donald Dr., CF	Dahlstrom/Wingert	8/23/16
37	4/27/16	UofI CCU, North Liberty 2016-00018099	Construction/Purchase Money	\$296,000.00	2026 Richard Rd., CF	Dahlstrom/Wingert	2/7/17

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
38	4/29/16	Veridian, W'loo 2016-00018290	Construction/Purchase Money	\$325,000.00	Lot 9 Prairie West (Richard Rd), CF	Dahlstrom/Wingert	1/19/17
39	4/29/16	State Bank, New Hampton 2016-00018327	Mortgage	\$260,000.00	4505 Donald Dr., CF	Dahlstrom/Wingert	7/26/17
40	4/29/16	State Bank, New Hampton 2016-00018328	Mortgage	\$260,000.00	4507 Donald Dr., CF	Dahlstrom/Wingert	4/6/17
41	5/6/16	UofI CCU, North Liberty 2016-00018769	Construction/Purchase Money	\$320,000.00	2118 Donald Dr., CF	Dahlstrom/Wingert	10/4/16
42	5/16/16	UofI CCU, North Liberty 2016-00019382	Construction/Purchase Money	\$228,000.00	2010 Donald Dr., CF	Dahlstrom/Wingert	10/4/16
43	5/16/16	UofI CCU, North Liberty 2016-00019385	Construction/Purchase Money	\$254,051.00	2103 Donald Dr., CF	Dahlstrom/Wingert	11/2/16
44	5/16/16	UofI CCU, North Liberty 2016-00019387	Construction/Purchase Money	\$194,720.00	Lot 57 Maywood 3 <sup>rd</sup> Addition, W'loo	Dahlstrom/Wingert	3/9/17
45	5/31/16	Farmer's State, W'loo 2016-00020410	Construction/Purchase Money	\$410,000.00	2009 Richard Rd., CF	Dahlstrom/Wingert	11/9/17
46	7/26/16	UofI CCU, North Liberty 2017-00001637	Construction/Purchase Money	\$283,508.00	Lot 15 Upper Ridges 2 <sup>nd</sup> Addn., Hudson	Dahlstrom/Wingert	2/7/17
47	8/1/16	Veridian, W'loo 2017-00002119	Purchase Money	\$342,000.00	2117 Richard Rd., CF	Dahlstrom/Wingert	3/6/17
48	8/2/16	UofI CCU, North Liberty 2017-00002208	Construction/Purchase Money	\$339,022.00	Lot 8 S Buck Ridge, CF	Dahlstrom/Wingert	3/3/17
49	9/1/16	Banklowa, W'loo 2017-00004320	Open-End RE	\$82,000.00	Lot 42 Fieldstone 3 <sup>rd</sup> , CF	Dahlstrom/Wingert	5/22/17
50	9/14/16	UofI CCU, North Liberty 2017-00005181	Construction/Purchase Money	\$159,200.00	1212 Fran St., Evansdale	Dahlstrom/Wingert	2/7/17
51	9/29/16	Lincoln Svgs, CF 2017-00006245	Construction/Purchase Money	\$536,000.00	2004 & 2006 Richard Rd., CF	Dahlstrom/Wingert	
52	11/9/16	UofI CCU, North Liberty 2017-00009088	Construction	\$415,000.00	4421 Donald Dr., CF	Dahlstrom/Wingert	2/15/17
53	11/9/16	UofI CCU, North Liberty 2017-00009082	Construction	\$335,000.00	4415 Donald Dr., CF	Dahlstrom/Wingert	7/13/17
54	11/9/16	UofI CCU, North Liberty 2017-00009084	Construction	\$430,000.00	4412 Donald Dr., CF	Dahlstrom/Wingert	3/3/17
55	11/15/16	UofI CCU, North Liberty 2017-00009365	Construction	\$365,000.00	4402 Autumn Ridge Rd., CF	Dahlstrom/Wingert	2/7/17
56	12/19/16	Banklowa 2017-00011380	Open-End RD	\$480,000.00	4231 Wynnewood, CF	Dahlstrom/Wingert	5/22/17

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
57	1/26/17	UofI CCU, North Liberty 2017-00013503	Mortgage	\$395,000.00	2004 Donald Dr., CF	Dahlstrom/Wingert	9/7/17
58	2/23/17	Mechon Williams (person)	Construction Agreement				5/24/17
59	2/27/17	UofI CCU, North Liberty 2017-00015027	Construction/Purchase Money	\$330,000.00	4322 Berry Hill Rd., CF	Dahlstrom/Wingert	6/30/17
60	3/7/17	UofI CCU, North Liberty 2017-00015585	Construction/Purchase Money	\$285,000.00	Lot 4 Upper Ridge 2 <sup>nd</sup> Adn., Hudson	Dahlstrom/Wingert	7/27/17
61	3/13/17	UofI CCU, North Liberty 2017-00015883	Construction/Purchase Money	\$355,000.00	2025 Donald Dr., CF	Dahlstrom/Wingert	6/30/17
62	4/4/17	UofI CCU, North Liberty 2017-00017156	Construction/Purchase Money	\$535,000.00	4818 Ironwood Dr., CF	Dahlstrom/Wingert	7/27/17
63	4/4/17	UofI CCU, North Liberty 2017-00017168	Construction/Purchase Money	\$345,000.00	4610 Ironwood Dr., CF	Dahlstrom/Wingert	7/27/17
64	4/4/17	UofI CCU, North Liberty 2017-00017165	Construction/Purchase Money	\$475,000.00	4716 Ironwood Dr., CF	Dahlstrom/Wingert	8/14/17
65	4/4/17	UofI CCU, North Liberty 2017-00017145	Construction/Purchase Money	\$268,000.00	2207 Richard Rd., CF	Dahlstrom/Wingert	7/27/17
66	4/4/17	UofI CCU, North Liberty 2017-00017152	Purchase Money	\$92,000.00	Lots F,L & M Fran St., Evansdale	Dahlstrom/Wingert	
67	4/4/17	UofI CCU, North Liberty 2017-00017163	Construction/Purchase Money	\$372,000.00	4802 Ironwood Dr., CF	Dahlstrom/Wingert	10/31/17
68	4/13/17	Banklowa 2017-00017914	Open-End RE	\$380,000.00	4832 Ironwood Dr., CF	Dahlstrom/Wingert	8/22/17
69	4/13/17	UofI CCU, North Liberty 2017-00017910	Construction/Purchase Money	\$465,000.00	4828 Ironwood Dr., CF	Dahlstrom/Wingert	12/14/17
70	4/13/17	UofI CCU, North Liberty 2017-00017912	Construction/Purchase Money	\$362,000.00	4428 Ironwood Dr., CF	Dahlstrom/Wingert	9/22/17
71	4/13/17	UofI CCU, North Liberty 2017-00017908	Construction/Purchase Money	\$284,000.00	2029 Reese Rd., CF	Dahlstrom/Wingert	1/4/18
72	4/19/17	UofI CCU, North Liberty 2017-00018266	Construction/Purchase Money	\$430,000.00	4420 Ironwood Dr., CF	Dahlstrom/Wingert	9/13/17
73	4/19/17	UofI CCU, North Liberty 2017-00018268	Construction/Purchase Money	\$505,000.00	4420 Donald St., CF	Dahlstrom/Wingert	9/22/17
74	4/19/17	UofI CCU, North Liberty 2017-00018264	Construction/Purchase Money	\$340,000.00	4412 Ironwood Dr., CF	Dahlstrom/Wingert	9/22/17
75	4/20/17	James & Joyce Coil	Construction Agreement		Autumn Ridge, CF		9/28/17

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
76	4/25/17	UofI CCU, North Liberty 2017-00018632	Purchase Money	\$280,000.00	5.3 Acres on Norse Dr., CF	Dahlstrom/Wingert	
77	5/22/17	UofI CCU, North Liberty 2017-00020322	Construction/Purchase Money	\$390,000.00	4618 Ironwood Dr., CF	Dahlstrom/Wingert	11/9/17
78	5/22/17	UofI CCU, North Liberty 2017-00020315	Construction/Purchase Money	\$424,000.00	4708 Ironwood Dr., CF	Dahlstrom/Wingert	9/22/17
79	5/22/17	UofI CCU, North Liberty 2017-00020302	Construction/Purchase Money	\$349,000.00	2215 Richard Rd., CF	Dahlstrom/Wingert	9/28/17
80	6/7/17	UofI CCU, North Liberty 2017-00021573	Construction/Purchase Money	\$410,000.00	5710 Osage Rd., Raymond	Dahlstrom/Wingert	11/9/17
81	6/13/17	State Bank, New Hampton 2017-00021904	Mortgage	\$233,600.00	4505 Ironwood Dr., CF	Dahlstrom/Wingert	9/12/18
82	6/13/17	UofI CCU, North Liberty 2017-00021917	Construction/Purchase Money	\$390,000.00	Lot 7 Prairie West 5 <sup>th</sup> Addn, CF	Dahlstrom/Wingert	10/31/17
83	6/13/17	State Bank, New Hampton 2017-00021903	Mortgage	\$233,600.00	4503 Ironwood Dr., CF	Dahlstrom/Wingert	7/9/18
84	6/13/17	Lincoln Svcs, CF 2017-00021912	Purchase Money	\$242,000.00	4752 Loren Dr., CF	Dahlstrom/Wingert	
85	6/16/17	UofI CCU, North Liberty 2017-00022232	Construction/Purchase Money	\$350,000.00	Lot 2 Greenbelt Dr., Hudson	Dahlstrom/Wingert	10/31/17
86	6/26/17	UofI CCU, North Liberty 2017-00022765	Construction/Purchase Money	\$475,000.00	Lot 4 Prairie Winds 3 <sup>rd</sup> Addn., CF	Dahlstrom/Wingert	3/13/18
87	7/10/17	1 <sup>st</sup> Sec. State Bank, CF 2018-00000409	Open-End RE	\$180,300.00	2305 N. Union Rd., CF	Dahlstrom	1/16/18
88	7/20/17	UofI CCU, North Liberty 2018-00001131	Construction/Purchase Money	\$369,000.00	1924 Vera Way, CF	Dahlstrom/Wingert	1/4/18
89	8/2/17	BankIowa, W'loo 2018-00001977	Open-End RE	\$337,000.00	2208 Ashworth Dr., CF	Dahlstrom/Wingert	3/13/18
90	8/7/17	UofI CCU, North Liberty 2018-00002272	Construction/Purchase Money	\$325,000.00	5324 Lafayette Rd., ERH	Dahlstrom/Wingert	1/4/18
91	8/7/17	UofI CCU, North Liberty 2018-00002275	Construction/Purchase Money	\$358,000.00	4903 Ironwood Dr., CF	Dahlstrom/Wingert	4/20/18
92	8/24/17	UofI CCU, North Liberty 2018-00003426	Construction/Purchase Money	\$377,000.00	2019 Reese Rd., CF	Dahlstrom/Wingert	6/1/18
93	9/1/17	Farmers State, W'loo 2018-00003982	Purchase Money	\$159,000.00	222 N. Francis St., CF	Dahlstrom/Wingert	11/2/18
94	9/5/17	State Bank, New Hampton 2018-00004147	Mortgage	\$222,400.00	2309 Leigh Ln, CF	Dahlstrom/Wingert	2/12/18

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
95	9/5/17	Farmers State, CF 2018-00004122	Purchase Money	\$355,000.00	2018 Reese Rd., CF	Dahlstrom	4/13/18
96	9/19/17	UofI CCU, North Liberty 2018-00005023	Construction/Purchase Money	\$355,000.00	2310 Leigh Ln, CF	Dahlstrom/Wingert	3/21/2018
97	9/19/17	UofI CCU, North Liberty 2018-00005015	Construction/Purchase Money	\$312,000.00	2026 Reese Rd., CF	Dahlstrom/Wingert	
98	10/18/17	UofI CCU, North Liberty 2018-00006902	Purchase Money	\$170,000.00	1427 Springbook Dr., CF	Dahlstrom/Wingert	
99	11/13/17	UofI CCU, North Liberty 2018-00008376	Construction/Purchase Money	\$323,000.00	2332 Blythe Blvd, CF	Dahlstrom/Wingert	4/30/18
100	11/14/17	UofI CCU, North Liberty 2018-00008405	Construction/Purchase Money	\$450,000.00	4713 Eden Way, CF	Dahlstrom/Wingert	3/13/18
101	11/14/17	UofI CCU, North Liberty 2018-00008398	Construction/Purchase Money	\$340,000.00	2410 Andy Ave., CF	Dahlstrom/Wingert	8/29/18
102	11/14/17	UofI CCU, North Liberty 2018-00008392	Construction/Purchase Money	\$440,000.00	2215 Andy Ave., CF	Dahlstrom/Wingert	8/2/18
103	11/16/17	UofI CCU, North Liberty 2018-00008663	Construction/Purchase Money	\$370,000.00	2317 Andy Ave., CF	Dahlstrom/Wingert	4/30/18
104	12/11/17	State Bank, New Hampton 2018-00010007	Mortgage	\$244,000.00	2110 Ashworth, CF	Dahlstrom/Wingert	8/16/18
105	12/11/17	UofI CCU, North Liberty 2018-00010004	Construction	\$402,854.00	4707 Eden Way, CF	Dahlstrom/Wingert	4/30/18
106	12/11/17	UofI CCU, North Liberty 2018-00010002	Construction	\$256,840.00	2305 Andy Ave., CF	Dahlstrom/Wingert	6/18/18
107	12/11/17	UofI CCU, North Liberty 2018-00009996	Construction	\$460,000.00	Parcel F, Cedar Falls	Dahlstrom/Wingert	8/16/18
108	12/11/17	UofI CCU, North Liberty 2018-00009998	Construction	\$409,600.00	4709-4711 Ironwood Dr., CF	Dahlstrom/Wingert	
109	12/12/17	1 <sup>st</sup> Sec. State, CF 2018-00010122	Open-End RE	\$120,000.00	245 Letsch Rd., W'loo	Dahlstrom	3/12/18
110	12/27/17	Shantel Leary (single) 2018-00011031	Mortgage	\$8,129.34	Lot 3 Prairie Winds 3 <sup>rd</sup> Addn., CF		
111	12/29/17	UofI CCU, North Liberty 2018-00011187	Construction	\$285,264.00	2406 Richard Rd., CF	Dahlstrom/Wingert	7/25/18
112	1/3/18	Banklwa, W'loo 2018-00011359	Commercial RE	\$160,000.00	5007 Millineum Dr., CF	Dahlstrom/Wingert	
113	2/2/18	UofI CCU, North Liberty 2018-00012874	Construction/Purchase Money	\$362,000.00	4623 Eden Way, CF	Dahlstrom/Wingert	7/25/18

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
115	2/16/18	UofI CCU, North Liberty 2018-00013511	Construction	\$300,464.00	2327 Blythe Blvd, CF	Dahlstrom/Wingert	9/12/18
116	2/19/18	UofI CCU, North Liberty 2018-00013520	Construction	\$256,027.00	4605 Eden Way, CF	Dahlstrom/Wingert	7/25/18
117	3/9/18	UofI CCU, North Liberty 2018-00014716	Construction	\$283,600.00	2218 Andy Ave., CF	Dahlstrom/Wingert	10/31/18
118	3/9/18	UofI CCU, North Liberty 2018-00014712	Construction	\$265,120.00	2323 Andy Ave., CF	Dahlstrom/Wingert	8/16/18
119	3/9/18	UofI CCU, North Liberty 2018-00014723	Construction	\$266,880.00	2318 Andy Ave., CF	Dahlstrom/Wingert	10/12/18
120	3/9/18	UofI CCU, North Liberty 2018-00014721	Construction	\$332,624.00	4611 Eden Way, CF	Dahlstrom/Wingert	11/20/18
121	3/19/18	Banklowsa 2018-00015140	Real Estate Mortgage	\$316,000.00	Lot 8, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
122	3/30/18	UofI CCU, North Liberty 2018-00015900	Construction	\$279,664.00	Lot 19, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
123	3/30/18	UofI CCU, North Liberty 2018-00015904	Construction	\$297,024.00	Lot 13, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	8/29/18
124	3/30/18	UofI CCU, North Liberty 2018-00015902	Construction	\$297,024.00	Lot 1, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
125	4/26/18	UofI CCU, North Liberty 2018-00017326	Construction	\$309,824.00	Lot 23, Upper Ridges 2 <sup>nd</sup> add, Hudson	Dahlstrom/Wingert	9/20/18
126	5/7/18	UofI CCU, North Liberty 2018-00018163	Construction	\$281,452.00	Lot 34, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	9/20/18
127	1/3/18	Banklowsa 2018-00019053	Real Estate Mortgage	\$160,000.00	Lot 10, Huntington Ridge 1 <sup>st</sup> Add, CF	Dahlstrom/Wingert	
128	5/22/18	UofI CCU, North Liberty 2018-00018963	Construction	\$308,800.00	Lot 6, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	12/12/18
129	5/22/18	UofI CCU, North Liberty 2018-00018958	Construction	\$318,584.00	Lot 27, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
130	6/4/18	State Bank	Mortgage Clause		Lot 6, Prairie Winds 3 <sup>rd</sup> Add, CF	Dahlstrom/Wingert	
131	6/11/18	UofI CCU, North Liberty 2018-00020286	Construction	\$293,024.00	Lot 1, Prairie W 6 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
132	6/14/18	UofI CCU, North Liberty 2018-00020613	Construction	\$204,000.00	Lot 11, Prairie Winds 3 <sup>rd</sup> Add, CF	Dahlstrom/Wingert	12/28/18

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Mortgage Released
133	6/14/18	UofI CCU, North Liberty 2018-00020612	Construction	\$204,000.00	Lot 11, Prairie Winds 3 <sup>rd</sup> Add, CF	Dahlstrom/Wingert	
134	6/21/18	State Bank 2018-00021089	Mortgage Clause		Lot 33, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
135	6/21/18	State Bank 2018-00021086	Mortgage Clause		Lot 10, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
136	6/21/18	UofI CCU, North Liberty 2018-00021077	Construction	\$290,904.00	Lot 21, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
137	7/13/18	UofI CCU, North Liberty 2019-00000644	Construction	\$308,011.00	Lot 8, Prairie Winds 3 <sup>rd</sup> Add, CF	Dahlstrom/Wingert	
138	7/13/18	UofI CCU, North Liberty 2019-00000646	Construction	\$253,200.00	Lot 16, Upper Ridges 2 <sup>nd</sup> Add, Hudson	Dahlstrom/Wingert	
139	7/13/18	UofI CCU, North Liberty 2019-00000651	Construction	\$377,904.00	Parcel "G" of Lot S- 14, Buck Ridge	Dahlstrom/Wingert	
140	7/13/18	UofI CCU, North Liberty 2019-00000654	Construction	\$217,600.00	Lot 2, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
141	7/24/18	UofI CCU, North Liberty 2019-00001241	Subordination Agreement			Dahlstrom/Wingert	
142	8/24/18	Banklwa 2019-00003219	Commercial Real Estate	\$329,600.00	Lot 3, Prairie West 6 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
143	8/24/18	UofI CCU, North Liberty 2019-00003221	Construction	\$343,424.00	Lot 17 Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
144	8/24/18	State Bank 2019-00003223	Mortgage Clause		Lot 2, Prairie W 6 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
145	9/26/18	James L, Beatrice H. Brumbaugh 201900005090	Purchase Money		Lot 1, Heritage Hills Estate 2 <sup>nd</sup> Add, CF	James L, Beatrice H. Brumbaugh	
146	10/2/18	UofI UCC, North Liberty 2019-00005506	Construction	\$324,704.00	Lot 20 Wild Horse Ridge 3 <sup>rd</sup> Add, CF	Dahlstrom/Wingert	
147	10/11/18	UofI UCC, North Liberty 201900005959	Construction	\$278,624.00	Lot 2, 4-8 and Tract D 2 <sup>nd</sup> Add, CF	Dahlstrom/Wingert	
148	10/31/18	UofI UCC, North Liberty 2019-00007094	Construction	\$311,104.00	Lot 4, Prairie W 7 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
149	10/31/18	Iowa State Bank 201900007100	Mortgage	\$302,764.34	Lot 2, Francis St, Lot 1-3 Mullarkey's Add, CF	Dahlstrom/Wingert	
	11/27/18	UofI UCC, North Liberty 2019-00008304	Construction/Purchase Money	\$500,000.00	Parcel 9014-18-376- 006 Mark Rd, CF	Dahlstrom/Wingert	

151	12/20/18	UofI UCC, North Liberty 2019-00009577	Construction/Purchase Money	\$401,000.00	Lot 7, Prairie W 6 <sup>th</sup> Add, CF	Dahlstrom/Wingert	
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**Total Borrowed - \$44,235,816.68**

**Total Outstanding - \$8,281,864.68**

Panther Farms

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Released
1	12/31/12	Comm. Nat'l Bank, W'loo 2013-00013794	Open End RE Mortgage	\$ 1,100,000.00	924 Viking Rd., CF	Dahlstrom/Sulentic	1/21/2014
2	2/28/13	Comm. Nat'l Bank, W'loo 2013-00017959	Open End RE Mortgage	\$ 50,000.00	71.17 Acres M/L Hudson Rd., CF	Dahlstrom/Wingert	1/21/2014
3	3/5/13	Comm. Nat'l Bank, W'loo 2013-00018265	Open End RE Mortgage	\$ 216,130.00	19.92 M/L Acres Hudson Rd & Greenhill, CF	Sulentic/Wingert	6/1/2015
4	6/14/13	Comm. Nat'l Bank, W'loo 2013-00036092	Open End Re Mortgage	\$ 86,250.00	1710 Ann Avenue, CF	Dahlstrom/Wingert	
5	11/5/13	CR Bank & Trust, CR 2013-00009749	Construction Mortgage	\$ 2,371,187.90	Prairie Winds Addn, CF	Dahlstrom/Wingert	1/21/2014
6	10/3/14	CR Bank & Trust, CR 2015-00005961	Mortgage	\$ 782,000.00	S & W of Planned Greenhill Road Ext., CF	Dahlstrom/Wingert	4/7/2016
7	11/6/14	CR Bank & Trust, CR 2015-00007947	Construction Mortgage	\$ 2,210,015.00	Prairie West Add, CF	Dahlstrom/Wingert	7/9/2015
8	7/1/15	CR Bank & Trust, CR 2016-00000178	Mortgage	\$ 1,489,500.00	9.70 Acres SW of Greenhill Rd Ext., CF	Dahlstrom/Wingert	2/24/2017
9	1/22/16	UofI CCU, North Liberty 2016-00012849	Mortgage	\$ 251,891.22	West of Hudson Rd., CF 8914-23-351-007	Dahlstrom/Wingert/ Sulentic	
10	1/22/16	UofI CCU, North Liberty 2016-0012854	Mortgage	\$ 418,438.68	West of Hudson Rd., CF 8914-26-101-001	Dahlstrom/Wingert/ Sulentic	4/17/2017
11 & 15	1/25/16	UofI CCU, North Liberty 2016-00012999	Mortgage	\$ 893,827.58	Hudson Rd., CF 8914-26-151-002 & 8914-26-176-007	Dahlstrom/Wingert/ Sulentic	7/21/2017
12	1/25/16	UofI CCU, North Liberty 2016-00013002	Mortgage	\$ 86,200.00	Hudson Rd., CF 8914-26-151-002 & 8914-26-176-007	Dahlstrom/Wingert/ Sulentic	
13	1/25/16	UofI CCU, North Liberty 2016-00013003	Mortgage	\$ 84,250.00	Hudson Rd., CF 9014-26-151-002 & 8914-26-176-007	Dahlstrom/Wingert/ Sulentic	4/12/2016
14	5/9/16	UofI CCU, North Liberty 2016-00018872	Construction Mortgage	\$ 2,150,590.00	SW of Intersection between Greenhill & Hudson Rds., CF	Dahlstrom/Wingert/ Sulentic	1/12/2017
	6/21/17	UofI CCU, North Liberty 2017-00022500	Mortgage	\$ 4,050,000.00	Prairie West 7 <sup>th</sup> Addn, CF	Dahlstrom/Wingert/ Sulentic	11/21/2017

No.	Date Rec.	Bank	Mortgage Type	Amount	Property	Signed by	Released
17	7/31/17	UofI CCU, North Liberty 2018-00001804	Mortgage	\$ 352,000.00	Prairie West 7 <sup>th</sup> Addn, CF	Dahlstrom/Wingert/ Sulentic	11/21/2017
18	10/30/17	Clear Lake Bank & Trust 2018-00007514	Mortgage	\$ 400,000.00	Lot 6,8,10,11 Prairie Winds 3 <sup>rd</sup> Addn & Lots 1,2,3,4,5&7, Prairie West 6 <sup>th</sup> Addn, CF	Dahlstrom/Sulentic	12/13/2017
19	2/28/18	UofI CCU, North Liberty 2018-00014056	Mortgage	\$ 2,000,000.00	Hudson Rd, CF 8914-26-151-002 & 8914-26-176-007	Dahlstrom/Wingert/ Sulentic	

Total borrowed \$18,992,280.00

Outstanding \$2,424,342.10

December 12, 2018

To: Cedar Falls Planning and Zoning Commission  
Re: 2119 College Street Site Plan Review  
From: Geisler Rentals

Realizing that the city staff wants this project and is willing to reduce all standards required of other developers to date, I find that the only argument that any of them will even consider has to do with parking. Will the increased taxes from this project offset the increased parking problems?

I own the house next door to this project. At this time I probably provide 1 or 2 stalls/weekend to the bars, Side Car, Urban Flats etc. We have threatened towing and towed vehicles out and cured much of the Urban Flats problem during the week at \$100/tow, but not the weekend problem.

I can't hold any more of the bars and Mr. Dahlstrom's parking. The city is even going to make this worse as they reduce my available parking when I have to pave in two and a half years. I'm only one landlord facing this dilemma created by reducing the parking requirements to date. As the number of amenities and rent/1 bedroom goes up, so does the frequency of 2 tenants per bedroom.

I realize the cost of a parking lot and value of land on college hill probably better than most any one here, except Brent. To build a parking space we figure \$10,000/space minimum for land, grading, concrete, storm water storage etc. Any time a developer can cut these costs it adds to his bottom line and makes him even more competitive. Just the concrete and grading (no land cost, no storm water retention ) cost me over \$80,000 on 20<sup>th</sup> street.

Note that after the lot is built there is still maintenance. If a landlord, bar owner, business owner, etc. does not have to pay for snow removal, stall marking, sweeping, lot repair and machine repair etc. his bottom line is greatly reduced. Yet you may ask the other landlords and city taxpayers to provide for the over flow parking from this project – WOW!

There has not been even the slight suggestion of a parking study that I have heard for this project. Below is a parking summary of my 1 bedrooms for the last 2 years on 20<sup>th</sup> street since I was forced to pave. By the way our visitors now have to park on the street.

2017-18 Parking density:

1016 W 20 <sup>th</sup>	1 bedroom	1 tenant	1 car
1018 W 20 <sup>th</sup>	1 bedroom	2 tenants	2 cars
1020 W 20 <sup>th</sup>	1 bedroom	2 tenants	2 cars
1022 W 20 <sup>th</sup>	1 bedroom	2 tenants	2 cars

2018-19 Parking density:

1016 W 20 <sup>th</sup>	1 bedroom	2 tenants	2 cars
1018 W 20 <sup>th</sup>	1 bedroom	2 tenants	2 cars
1020 W 20 <sup>th</sup>	1 bedroom	1 tenant	1 car
1022 W 20 <sup>th</sup>	1 bedroom	2 tenants	2 cars

I could look back 20 years and find the same density. Anyone of my fellow landlords with 1 bedroom apartments could vouch for similar density. I would bet big money that a paid parking study of one bedroom apartments would have showed the same results.

Probably the most aggravating part of all this is the calls I get at 2:00 am from tenants who have come home and found their stall stolen. This 1 stall per bedroom idea will make this even worse. One of my more recent calls involved a student who came home from a shift at Allen Hospital at 2:00 am. Her stall had been stolen. She had to walk from a space 3 blocks away. Would you as a tenant or parent appreciate this situation when you paid for this stall? With this project, the frequency of this situation will increase.

Asking for the world at the start of this project and now claiming to try to appease the other landlords by improving the parking density is a sham!

1 bedroom – 1 parking stall – NO!!

1 bedroom – 1 parking stall/tenant – YES!!

Look at the headline on the Friday December 7, 2018 Courier to see the problem you are being asked to create. Since 1992 landlords have been forced to improve the density and parking problem. Now we will probably be told "sorry".

If any of you would like more facts on this subject, site visitation etc. please contact me.

*Jay L. Halls*  
319-415-5807

December 11, 2018

Re: 2119 College Street, Revised plan dated Nov. 19. 2018

Dear Planning and Zoning Commission Members,

As a resident of College Hill neighborhood (404 W. Seerley), I would like to express my opposition to the proposed high density apartment and retail space at 2119 College.

My concerns are the following:

- Unnecessary: already substantial rentals and dwellings available; some need to be improved
- Not in line with the College Hill Urban Revitalization Plan: focus should be on improving existing structures
- Increased traffic and litter
- Inequitable: benefits developer, not neighborhood or consumers

Regarding the first point, there are already many rentals and single and multi-family houses for sale in the College Hill neighborhood. The Quarters exists just west of Hudson on 27<sup>th</sup> Street and multiple houses are currently for sale along Seerley and cross streets of Olive, Tremont, Franklin, and others. Numerous rental units sit unoccupied.

It is probable that these houses and units sit unoccupied because they have not been properly maintained by landlords. It is my understanding from the “designation criteria” for the College Hill revitalization plan that there is to be an emphasis on improvements to existing structures, not new developments—indeed, that is the first and second bullet points in part “C. Plan Objectives,” page 2 of the document.

I am also concerned about multi-storeys on the proposed plan because of concomitant increased traffic and litter. Already both are problems in the neighborhood—cars consistently speed on College and Seerley, to the danger of pedestrians and bikers. Litter is ubiquitous. Further, I am concerned that five storeys would be too tall and dwarf existing structures, out of line with current architecture and aesthetics of the Hill.

Finally, it seems to me that Cedar Falls has need for more *affordable* housing—Section 8 is full, and people don’t want to live in the run-down unmaintained houses. We need more affordable housing, but this development benefits only those who already have money—those who can afford a brand-new apartment’s rent, and the developer and landlord who will take their money. It does not help diversify and vivify the neighborhood, but rather keeps wealth in the hands of few.

In conclusion, I am not opposed to retail space, or even, perhaps a 2-storey building at the proposed site. However, as I have written above, there are many alternatives to this particular

development plan and I encourage the Planning and Zoning Commission and City officials to review the Revitalization plan and encourage developers and landlords to look elsewhere—perhaps to the houses they already own and that need renovations.

Thank you for your consideration,

Elizabeth Sutton

404 W Seerley Boulevard

Esutton001@gmail.com

December 11, 2018

City of Cedar Falls  
ATTN: Planning and Zoning Commissioners  
City Planning Staff

RE: 2119 College Street Proposal

Dear Commission Members and Staff:

I want to thank the members of the planning and zoning commission for the thoughtful consideration you have given to those of us who have come before you on this issue.

I feel there is no significant opposition to a building of some type being placed on this site. I am certainly in favor of such a project. But it is important to point out that the changes which have occurred to the building proposal as a result of the voices of opposition have resulted in a proposal which will no longer have the catastrophic effect on local parking which would have occurred with the initial plan. This is a significant win for everyone in the College Hill area.

There remain potential problems going forward however, both for this proposal and other mixed use proposals which may follow, due to the city's belief that a single ground floor of commercial space results in relief of nearly all height and density constraints (i.e. unlimited apartments in a building up to 120 feet tall), as well as a lack of any parking requirements. These city positions have no basis in the city code, if the code is not taken out of context (I refer you to Section **29-177 (b) (4)** which specifically deals with parking for mixed or joint uses). **It is important to note that while on-site parking requirements in the City of Cedar Falls are exempted for permitted principal commercial and secondary residential uses in the C3 zone, this does not exempt them from all parking requirements. Specifically, according to Section 29-177 of the Cedar Falls Zoning Code, off premise parking must be provided 'within a reasonable distance' from the principal use in question. Methods of calculating the number of parking spaces for various uses are provided. This ordinance is where most of the confusion has existed in calculating the number of parking spaces for this project. **Exempting these building uses from on site parking does not exempt them from the need to provide any parking. In fact, 29-177 requires that both uses of such a building must have parking, and it is the sum of these individual uses that is the total parking requirement.****

I am also concerned that a proposal by the city to lower parking requirements for new mixed use buildings near the University by as much as 50% for some unit types will cause parking problems in the area. **The concept of shared parking in mixed use buildings does not work well with University students**, who use their cars irregularly and only occasionally, and so occupy their parking spaces for extended periods of time. (And 98% of these students living

near the University do have cars, according to a survey of car registration at student occupied apartments near the University). The idea that mixed use buildings can share parking with University students will therefore lead to spillover of parking into the city streets and lots. **Any rush to lower parking requirements for mixed use buildings containing apartments in the College Hill area should be questioned, due to the parking problems such buildings have caused downtown.**

It is also important to mention the fact that **bonus density considerations in C3 zoning areas** (such as this one) that allow an increase number of apartments on a given lot **limit the height of such a building to four stories.** Buildings as large as the one proposed tower two to five times higher than surrounding buildings. To compare such an apartment or mixed use building to University dormitories and parking ramps is inappropriate to the neighborhood setting in which this building will exist. Indeed, the only non-university building to which the current proposal has been compared is a church, which is more than 20 feet lower in height than the proposed building.

**Turning the College Hill area into dormitory style housing may not be what is in its best interest.** But if higher density is what is to be allowed, the buildings must not compound the shortage of parking caused by similar complexes downtown, or prior mixed use complexes on the College Hill. These complexes should not capture parking spaces owned by the citizens of Cedar Falls, which are meant to be used by patrons of the businesses on College Hill. The buildings should also exhibit reasonable harmony with the surrounding residential buildings and houses, follow height restrictions established in the code and park all mixed use components as required by Cedar Falls City Zoning Code 29-177.

City proposals to change the zoning code to park both uses of mixed use buildings is consistent with the current city code and will help alleviate the types of parking problems that have been associated with the downtown mixed use buildings. I also believe the city proposal to have the residential parking component of mixed use buildings placed behind the storefront of the commercial space will help continue to improve the developing character of the College Hill and prevent the scale and footprint of these buildings from detracting from their impact on this special area of Cedar Falls.

Sincerely Yours,

Brian Sires



**College Hill Partnership**

2304 College Street  
Po Box 974  
Cedar Falls, Iowa 50613

Phone: 319-273-6882  
collegehillpartnership@gmail.com  
www.collegehillpartnership.org

**2018-2019**

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Dave Deibler, Vice President  
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Andrea Geary  
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6 December 2018

**Members of the Planning and Zoning Commission**

220 Clay Street  
Cedar Falls, IA 50613

Members of the Planning and Zoning Commission,

The members of the Board of Directors for the College Hill Partnership have reviewed the proposal for the mixed use building to be located at 2119 College Street. Upon their review the vast majority of the Board voiced positive support for this proposed development. (we have heard support from 9 of the 11 of the Board members).

The College Hill Partnership thinks the developer has taken feedback from the last few drafts of this proposal and worked out a generous compromise. The Board of Directors appreciates the consideration of the developer especially in regards to the amount of parking provided in this current proposal.

The College Hill Partnership is supportive of this development and believes it fits into the City's 2020 strategic comprehensive plan for the College Hill Overlay District. Mixed use developments such as this one helps encourage density and lower level retail space which achieves several goals laid out in Aims 1.1, 1.2, and 1.3 of the Cedar Falls 2020 Plan.

We thank you all for your time and service to the City of Cedar Falls and your careful consideration in Planning and Zoning matters as they greatly affect the City of Cedar Falls and the College Hill Overlay District.

Regards,

**Kamyar Enshayan, President**

On behalf of the College  
Hill Partnership Board Of  
Directors

# BALL, KIRK & HOLM, P.C.

ATTORNEYS AT LAW



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November 27, 2018

City of Cedar Falls  
ATTN: Planning and Zoning Commissioners  
City Attorney  
City Planning Staff

Sent via email only to:  
[Kevin.Rogers@ccedarfalls.com](mailto:Kevin.Rogers@ccedarfalls.com)  
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[David.sturch@cedarfalls.com](mailto:David.sturch@cedarfalls.com)  
[Karen.Howard@cedarfalls.com](mailto:Karen.Howard@cedarfalls.com)

RE: 2119 College Street Proposal for 11/28/2018

Dear Commission Members and Staff:

The background on this issue is well known. This revised site plan for 2119 College Street is quite different than previous plans submitted for this lot. However, the plan still suffers from the fatal flaws contained in all prior plans—violation of the Code of Cedar Falls regarding parking. While the building size has decreased, the applicant has also reduced parking. Prior site plans provided 48% of parking required by Code. The current plan provides 62% of required parking.

Under Ordinance §§ 29-177(a)(12B) & 29-160(e)(1)(c) this building requires: 46 spaces for the 23 studio units; 8 spaces for the 4 two-bedroom units; 16 spaces for the 4 four-bedroom units; and at least 5 visitor spaces. This totals 75 required spots, yet only 47 are provided. Prior site plans included one level of underground parking, which could provide some of these missing spots, yet the applicants have eliminated all underground parking from the current plan.

City staff claims no parking is required and calls this building a principal commercial use with a secondary residential use, based only on the use of the first floor. 2119 College remains a building with 1 floor of commercial space and 4 floors of residential space. Staff fails to justify how the first-floor of a building decides the character of the entire building. Their reliance on “precedent” is flawed because the only “precedents” are their prior actions that were themselves equally problematic. It defies logic to call this a principal commercial building and the City fails to cite to any code provision justifying their interpretation. Repetition of their reasoning over and over does not make it any more sensible or legally sound. Passing this plan through would be a blatant violation of City Code that would jeopardize any building constructed, if a reviewing court agreed it was illegal and rescinded the building permit.

The applicants will undoubtedly tout this plan as a serious move toward compliance and ask “what else can we do?” The answer is to reduce units, add parking, or seek a variance from the Board of Adjustment. The applicants themselves are done a disservice by staff who have led them to believe this type of a project is appropriate under the Code.

Regardless of your personal opinions about the project or whether a studio should be required to have 2 parking spots, the Code does require 2 spots per studio. Personal excitement or opinions on the appealing nature of this project do not change the fact that it violates code. Staff dodges the issue by showing parking ratios from other cities like Des Moines and Iowa City, both of which are very different than Cedar Falls. This is a project in Cedar Falls subject to Cedar Falls code. A vote in favor of this site plan is a vote that would not be based in the law, would ignore the code, and would accept a logically inconsistent and flawed interpretation by staff.

Sincerely,  
BALL, KIRK & HOLM, P.C.



Eashaan Vajpeyi



## 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 James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** May 30, 2019  
**SUBJECT:** Lot 2 Pinnacle Ridge First Site Plan

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**REQUEST:** Request to approve an MU District Site Plan for a Two and Three Unit Dwelling  
**PETITIONER:** JT&S LLC – owner  
**LOCATION:** Lot 2 Pinnacle Ridge First, 0.88 acres southwest corner of Oster Parkway and Faithway Drive

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#### PROPOSAL

The applicant is proposing to build one (1) two-unit residential building and one (1) three-unit residential building on Lot 2 of the Pinnacle Ridge First subdivision.

#### BACKGROUND

In 2004, the rezoning of over 600 acres to a MU district started the Pinnacle Prairie development along Greenhill Road. As development continued along the western portions of Pinnacle Prairie (Business Center North, Business Center South, Western Home, and the updated Pinnacle Prairie Master Plan), the Final Plat for Pinnacle Ridge First was approved by the City Council in the winter of 2017. This plat includes a mixture of single unit homes (Lots 3-45) along with condos/townhomes (Lots 1-2) and professional/commercial uses along the north side of Faithway Drive (Lot 46) and Lot 1 of the Pinnacle Prairie Townhomes Phase I development.



In the spring of 2016 the Pinnacle Prairie Master Plan and design guidelines were updated to include a more refined street layout as well as current and planned projects and subdivisions. The land near the intersection of Greenhill Road and Oster Parkway opened up the

development for the Whispering Pines townhomes, Green Creek Third Addition and the Pinnacle Ridge subdivision. The Pinnacle Ridge subdivision mostly comprised of single family homes with the exception of the larger lots at the north end on Faithway Drive. The two lots on the south side are reserved for condos/townhomes and the two lots on the north side are reserved for professional office/service use. In order to be consistent with the Pinnacle Prairie Master Plan and the MU district requirements, a site plan review by the Planning and Zoning Commission and City Council approval is necessary on these four lots. The future property owners of these dwellings under this review must realize that there will be some sort of commercial development across street along the north side of Faithway Drive.

### ANALYSIS

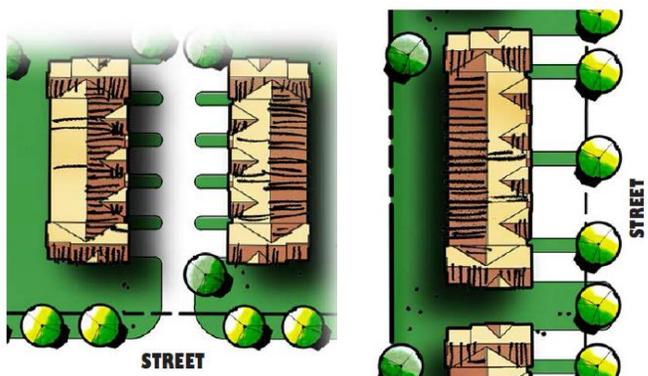
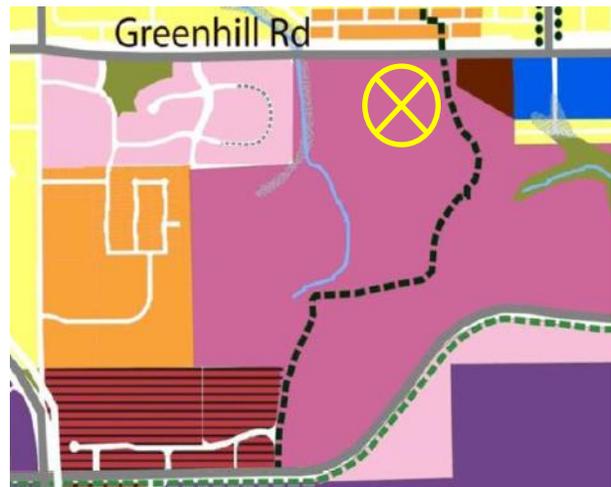
The property in question is located within the MU, Mixed Use Residential, zoning district. Development in an MU zoning district requires a detailed site plan review to ensure that the development site satisfies the standards of the comprehensive plan, recognizes principles of civic design, land use planning, landscape architecture, and building architectural design that are set out for the district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development. The following is a review of the zoning ordinance requirements:

Use: The intent of the MU district is to encourage a variety of housing types and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. The Future Land Use map to the right identifies this area as planned development. This corresponds to the Pinnacle Prairie Master Plan that identifies this area along the south side of Faithway Drive for condo/townhome style development. As part of the master plan, the general design guidelines convey the vision and character of Pinnacle Prairie. The design guidelines allow several types of condos/townhome plans ranging from alley loaded units, to the traditional style of street loaded units. The proposed development of Lot 2 is the traditional street located driveways from each unit.

**The proposed use is permitted in this area.**

Building Location: In the MU Zoning District a setback area consisting of open landscaped green space must be established around the district. The Pinnacle Ridge First requires the following setbacks on Lot 2: north side 25 feet; west side 20 feet; east side 30 feet and south side 30 feet. **The locations of the two buildings meet or exceed the standards of the district.**

Parking: The parking requirement for multi-unit dwellings in Cedar Falls is two parking spaces per dwelling unit, plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms. The applicant is proposing to build one (1) two-unit dwelling and on



(1) three-unit dwelling. Each unit will have three bedrooms. Per the city code the development will need to provide each dwelling unit a minimum of three parking spaces. The plan includes two and three stall garages and driveways for each unit to accommodate the parking requirements. **The parking requirement is met.**

Open Green Space/Landscaping: The MU District requires that open green space be provided at the rate of 10% of the total development site area excluding the required district setbacks. The development site is 0.88 acres or 38,270 square feet. The perimeter setback area equals 12,620 square feet. The open space is calculated by deducting the lot area from the perimeter setback or 25,650 ft<sup>2</sup> (38,270 - 12,620 = 25,650). 10% of 25,650 equal 2,565 ft<sup>2</sup> of open space. Excluding the perimeter setback, the property has approximately 11,000 ft<sup>2</sup> of open space. **The open green space requirement is met.** In addition to the greenspace requirement, the MU district has a landscaping requirement of 0.02 landscaping points per square foot of total development site area. For a 38,270 square foot lot, 765.4 landscaping points are needed. The proposed landscaping plan proposes 770 landscaping points. The landscaped areas will be distributed throughout the development site. Of these plantings the MU District requires 0.75 landscaping points for street trees per linear foot of public street frontage. This development is required to provide 420 (560 feet x 0.75) landscaping points worth of street trees. The applicant is proposing to provide five overstory street trees which equates to 450 landscaping points. Other plantings include 320 points of conifers and shrubs. **Landscaping satisfied.**

Building Height: The maximum building height allowed in this district is 35 feet or three stories, whichever is less. Building height is measured from the lowest point of the grade. It is proposed to construct single story structures that are well below the district height limits. **The building height requirement is met.**

Building Design: The MU District requires a design review of various elements to ensure architectural compatibility to surrounding structures within the MU District. Below are a set of images showing the character of neighboring buildings and developments within the MU District.

*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 proposed two and three unit dwellings are approximately 109 feet and 141 feet wide respectively with 1550 square feet of living space on the main floor. These are common designs found in other structures in the nearby area. The area to the south of the petitioner's lot is being developed with single unit detached structures. The property to the east is the Whispering Pines development with an assortment of 1, 2, 3, and 4 unit condos/townhomes that offer a similar design as the proposed buildings described in this report. The area to the west is a church and the area to the north is reserved for commercial/office use. **Criterion met.**

*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.*

All neighboring residential developments have pitched roofs. The proposed two buildings incorporate the same roof shape, pitch, and direction. **Criterion met.**

*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 two proposed buildings are symmetrical in design. The two unit building will have three stall garages at each end. The three unit building will have a three stall garage on one end with two double garage stalls for the other two units. All garages will be served with a double wide driveway that is separate from one another to provide ample open green space for the front yard. Each entry is recessed from the front line of the garage portion of the units to add additional depth to the front facade. Windows are added around all sides of the building to create visual interest and rhythm. **Criterion met.**



Two unit design



Three unit design

*Materials and texture:* The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

The front of each building includes a combination of brick, vinyl lapboard siding and shake siding. The brick will cover the lower portions of the facade and the shake siding will cover the peak above the brow of the roof eave. Vinyl lap board siding will cover the sides and back of the buildings. The applicant is proposing to use standard asphalt shingles to cover the roof. The proposed materials are consistent with materials used within the district. **Criterion met.**

*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 proposed buildings will be covered with shades of gray brick/siding, and topped with a dark gray roof. The use of a neutral color is consistent with the area. **Criterion met.**

*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.

Each unit will have a deck off the back of the building and a brow across the front peak to break up the brick and shake siding. The roof line is broken up and the front and side walls are setback in places to create both visual horizontal and vertical breaks. The architectural elements of these two buildings can be found in the residential development to the south and east. **Criterion met.**

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed plat. All utility services are available to the site. There is an existing 8" diameter water service line that will need to be abandoned and disconnected from the existing 12" water main on the north side of Faithway Drive. New water services will need to be provided to each unit from the water main on Faithway Drive. The westerly driveway on the site must provide a 50-foot clearance from the easterly curblineline of Prairie Dock Road

A courtesy notice to adjoining property owners for this site plan was mailed on May 15, 2019.

### PLANNING & ZONING COMMISSION

Discussion & Vote  
5/22/2019

Chair Holst introduced an MU District Site Plan Review for Lot 2 of Pinnacle Ridge 1<sup>st</sup> Addition and Mr. Graham provided background information. The property is near the intersection of Faithway Drive and Oster Parkway, just south of Greenhill Road within the Pinnacle Prairie development. One two-unit and one three-unit dwelling are proposed at this location and site plan review is required. Building and landscaping requirements are met. Mr. Graham provided a rendering of the proposed building design for the units, and showed photos of comparable building designs. Staff recommends approval with conformance to any comments or direction from the Commission.

Sam Runyan, developer, (4010 W. 1<sup>st</sup> Street), stated that the project is very straightforward and would be available for any questions.

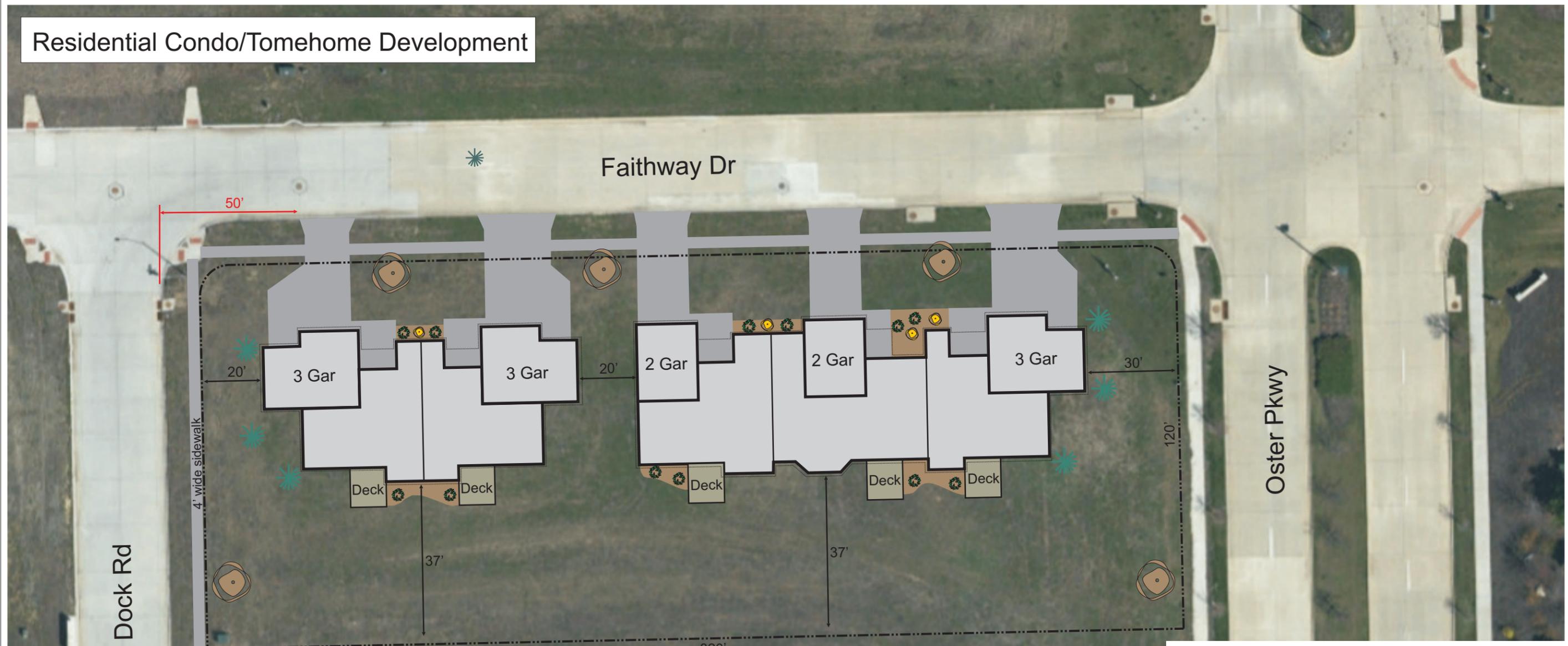
There were no other comments and the Commission recommended approval of the site plan on Lot 2 of Pinnacle Ridge First Addition.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the site plan on Lot 2 Pinnacle Ridge First Addition.



# Residential Condo/Tomehome Development



Prairie Dock Rd

Faithway Dr

Oster Pkwy

Developer: JT&S LLC  
2122 W. 1st Street  
Cedar Falls, IA 50613

Contractor: Runyan Properties LLC  
2122 W. 1st Street  
Cedar Falls, IA 50613

Location: Lot 2 Pinnacle Ridge First

Lot Area: 38,270 SF

Zoning: MU

Landscaping: Open space = 10% of total site excluding setback area.  
Lot area = 38,270 SF  
Setback area = 12,620 SF  
Remaining area = 25,650 SF  
10% = 2,565 sf  
Open space = 11,150 SF

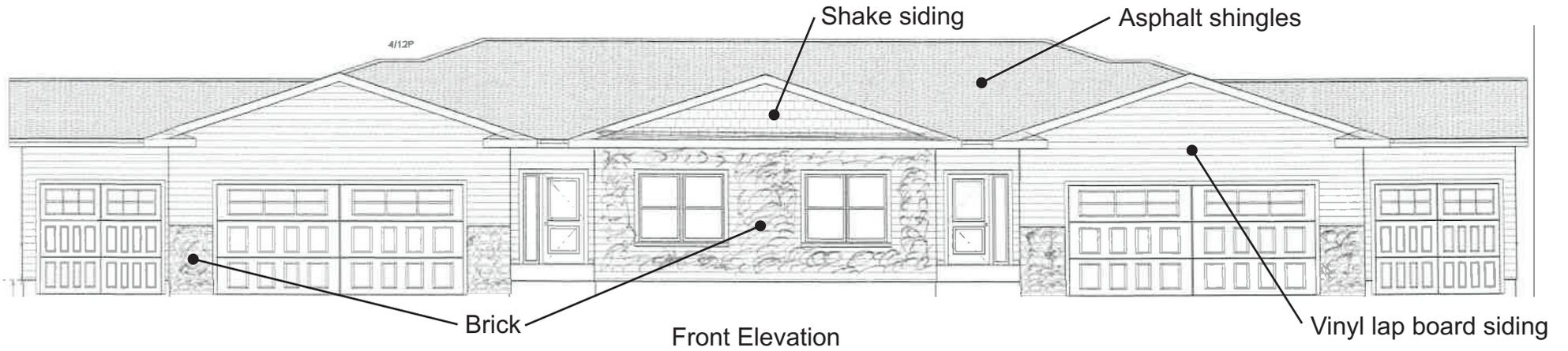
Plantings = 0.02 points per square foot of total site  
Site = 38,270(0.02) = 765.4 points  
Points provided = 770 points

QTY	TYPE	POINTS/EACH	TOTAL
5	3" Overstory Trees	90	450
6	5' Tall Conifers	40	240
16	5 Gallon Shrubs	5	80
		Total Points	770



Location Map

Residential Development on Lot 2 Pinnacle Ridge First



Residential Development on Lot 2 Pinnacle Ridge First



2 Unit Design



3 Unit Design (with 2 double garages and 1 triple garage)

Note: These photos are existing dwellings that are a compatible design for the proposed dwellings on Lot 2



# 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 James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 30, 2019  
**SUBJECT:** Highway-1 District Site Plan Review

**REQUEST:** Site plan approval for a new Dairy Queen restaurant and a convenience store/gas station/automobile service station.

**PETITIONER:** Martin Rouse (developer); Fehr-Graham (engineer); Peters Construction (contractor); AHTS Architects (architect)

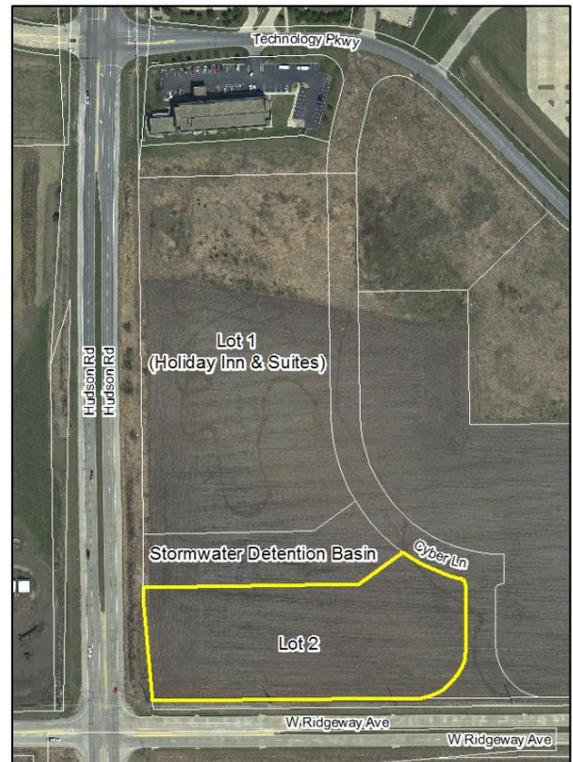
**LOCATION:** Lot 2 of Gateway Business Park at Cedar Falls

### PROPOSAL

The developer, Martin Rouse, is requesting approval of a site plan to construct a new DQ Grill and Chill restaurant and a convenience store/automobile service station on Lot 2 of Gateway Business Park at Cedar Falls I, which is located at the northeast corner of Hudson Road and W. Ridgeway Avenue (highlighted lot on the image to the right). The lot will have one main access from Cyber Lane, with a secondary access coming via an access easement from Lot 1 to the north (Holiday Inn & Suites Hotel). No access to the site will be gained directly from W. Ridgeway Avenue or Hudson Road.

### BACKGROUND

Lots 1 and 2 of Gateway Business Park at Cedar Falls I, along with the stormwater detention basin parcel, were platted in June of 2018. Currently, a Holiday Inn & Suites Hotel and conference center is under construction on Lot 1. Cyber Lane, which was also approved as part of the plat, will be completed in 2019.



Lot 2 – Proposed Project Location

## ANALYSIS

The property is zoned HWY-1, Highway Commercial District, which is intended to promote general services commercial uses intended to serve a broader market area (i.e. City-wide or regional customer base). The property is also located within the Highway 20 Overlay District, which provides enhanced development guidelines for commercial uses located within this corridor. The ordinance requires detailed site plan review in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area. Following is a review of the zoning ordinance requirements:

- 1) Use: A restaurant is listed as a permitted use within the Highway 20 Commercial Corridor Overlay District. A gas station/convenience store can also have a regional customer base, thus fitting within the permitted uses of the Highway 20 Commercial Corridor Overlay District. A service station is listed as a conditional use within the Highway 20 Commercial Corridor Zoning District. A conditional use may be permitted within this district subject to approval by the Planning & Zoning Commission and City Council. Factors to be evaluated in consideration of allowing such a use involve the site location relative to key entry points into the city (i.e. in the vicinity of the Hudson Road and Highway 58 intersections with W. Ridgeway Avenue). It is recommended that conditional uses be located on properties at least 300 feet from the Hudson Road and Highway 58 right-of-way lines. The service station use of this development is located approximately 475 feet from the right-of-way line of Hudson Road. **The restaurant and convenience store are permitted uses. The service station is a conditional use, and exceeds the recommended setback guidelines from Hudson Road.**
- 2) Setbacks: 20-ft. setbacks are required along the edge of the district and along any internal streets/principal access ways. These areas must be landscaped. Open space and landscaping is shown on the plan within these areas. Both the restaurant and convenience store/service station buildings meet the setback requirements. **Building setbacks are satisfied.**
- 3) Parking/Access: A restaurant is required to provide 1 parking space for every 100 square feet of gross floor area, plus 1 parking space for every 2 employees with a minimum of 5 parking spaces for employee parking. A convenience store is required to provide 1 parking space for every 100 square feet of retail floor space, plus 1 parking space for every 2 employees. There is no specific definition of service stations in the parking section, however the ordinance indicates that the number of parking spaces shall be that of a similar use as determined by staff. In looking at the parking space use requirements, the closest comparison would be that of a fuel service center, which requires 2 parking spaces for each service stall. Staff feels that since the service center would have bays for cars, that the parking requirements for a fuel service center would be comparable.

Based on the above requirements, the total site would be required to provide 78 parking spaces. As you can see from the chart below, the property is providing 115 parking spaces, 37 more spaces than what is required. Please reference the chart below to see the breakdown of required and provided parking by uses.

Use	Required	Provided
Restaurant	17	85 (shared with convenience store)
Convenience Store	49	85 (shared with restaurant)
Service Station	12	30
<b>Total</b>	<b>78</b>	<b>115</b>

Access to the property will be gained from two different locations. There will be one main access from Cyber Lane at the northeast corner of the property. There is also a 65' wide access easement provided from Lot 1 (Holiday Inn & Suites Hotel) to allow access to this site at the northwest corner of the property. If using this access, access can be gained onto Hudson Road through a right-in right-out on the hotel site.

The main area in front of the convenience store/gas station near the gas canopy does appear to have a large quantity of concrete, as there is 39' from the parking area at the west end of the site to the gas canopy, and 42' from the parking lane in front of the building to the gas canopy. Staff had previously questioned if the pavement area could be reduced, but the developer indicated at the Planning & Zoning Commission meeting that the area is needed for maneuvering of larger vehicles or vehicles that tow boats or trailers. In addition, the underground gasoline storage tanks are located to the south of the gas canopy, so area is needed for trucks to deliver the fuel.

**Overall, the submitted parking lot and access plan is satisfied.**

- 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.

<u>Development Site</u>	190,358 SF	
Required Open/Green Space	28,554 SF	15%
<b>Provided Open/Green Space</b>	<b>52,708 SF</b>	<b>27.7%</b>

Landscaping is shown throughout the site, both within the green space areas in the parking lot and around the buildings and along the street frontages. **The open green space exceeds the minimum requirement and is well distributed.**

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

<i>Description</i>	<i>Required</i>	<i>Proposed</i>
Development Lot 190,358 * .02	3,808 pts.	4,734 pts.
Parking lot trees 115/15 = 8 trees @ 80 pts.	640 pts.	1,520 pts.
Street Tree Planting (.75 points per linear foot → 1,330' on Hudson Rd, W. Ridgeway Ave and Cyber Ln)	998 pts.	1,606 pts.
	<b>5,446 pts</b>	<b>7,860 pts</b>

As detailed in the table, trees are required in the vehicular use area at the rate of one tree per 15 parking spaces. With a total buildout of 115 parking spaces, 8 trees would be required. The landscape plan shows a total of 19 trees within the parking area, which would exceed the requirement.

In addition to parking lot trees, there are trees located along the street frontages, and trees located along the north property line to screen the site from the storm water detention basin and hotel to the north. In total, there will be 59 trees and 572 shrubs and grasses planted on the site.

In order to help screen the automobile service station use from the surrounding properties and roadway, the landscaping to the south and east of the building along W. Ridgeway Avenue and Cyber Lane will be constructed on top of a small berm. This berm will add an additional form of screening from the building and parking area of the service station in addition to the landscape plantings. **Landscaping requirements are met.**

- 6) Sidewalks/Recreational Accommodations: A new 10-foot wide recreational trail will be installed along Hudson Road and W. Ridgeway Avenue. This will be completed by the current owner of the property (also the owner of the Holiday Inn & Suites Hotel). A connection from this trail to the property is shown near the northwest corner of the property. This will allow pedestrian access to the DQ Grill and Chill. There is another connection from the trail to the property along the south side of the property. This will allow pedestrian access to the convenience store. Also, a new 5' wide sidewalk will also be installed along Cyber Lane, and would have a connection point to the site at the entrance to the property along Cyber Lane. **Trail/sidewalk plan satisfied.**
- 7) Building Design: The HWY-1, Highway Commercial District states that all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Below is a review on the elements that are to be addressed.

*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 both of the proposed buildings will be similar to existing buildings in the area, except for the hotel located adjacent to the north, which will be 4 stories in height, and the proposed buildings will only be one story. However, many of the office buildings located within the technology park nearby to the north are single-story buildings.

*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.*

The design of both buildings includes a flat roof with a parapet wall. The hotel to the north, as well as a number of industrial and office

uses nearby utilize flat roofs as well, so this roof design will not be out of character with the area.

*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 restaurant building was designed with a brick base around the entire building, with cultured stone veneer being located over the entrance, drive through window and front of the building. The top portion of the south and west facing sides of the building will also have metal accent panels. This horizontal pattern of brick, coupled with the vertical pattern of the cultured stone veneer, provides some visual interest to the building. The convenience store/automobile service station building was similarly designed with a brick base, and like the restaurant building, the entrances to this building will have that brick material extend to the top of the wall as well. In addition, brick materials extend near the roof line in each corner of the building to add detail to those areas, while allowing the main entrances of the building to stand out more with the brick materials going to the top of the wall.

The primary façade (south and west sides) of the restaurant has an alternating pattern of windows and a main entrance feature that provide views and openings into the building. Decorative awnings are also found above the windows and entrances along the primary facades. Above the windows is a decorative canopy with metal accent panels above, which go to the roof line. These elements provide a visually interesting rhythm to the primary façade. The rear and drive through side of the store (east and north sides of the building) will feature mainly the brick base, EIFS, and cultured stone veneer over the drive through window. There are no windows on these sides of the building, as they encompass the employee and storage areas of the interior of the building. It should be noted that the enhanced facades of the building are facing the public streets.

The primary façade (west and north sides) of the convenience store/automobile service station has a similar alternating pattern of windows and main entrance features to provide views and openings into the building. Decorative awnings are found over the windows on this building, similar to the ones found on the restaurant building. These features provide a visually pleasing main entrance into the building. The east side of the building is made up of 6 service bay doors for vehicles, which are made up of nearly all glass. The south side of the building has brick columns at the corners, and a service door which leads to the trash enclosure,

however there are windows and awnings found near the corner of the building where the convenience store portion is located.

The buildings were created with a contemporary design approach to meet the standards of the restaurant company while also adapting to local conditions resulting in a more custom design for the building. Exterior materials were designed with a strong masonry base, such as the brick and stone, with a consistent pattern at the entrances and a defined top with an enhanced cornice.

*Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

The front of the restaurant (south facing side) will feature brick, cultured stone, EIFS, metal accent panels and glass. These materials are commonly found on other buildings within the area. The metal accent panels will be orange in color, while the other materials will be in several different earth tone colors. The restaurant's name and logo will be located in front of the building and above the main entrance.

The convenience store/automobile service station will also feature brick, EIFS, and glass. Brick material will be a darker earth tone, with a lighter tone stone cap. The EIFS material will also be lighter earth tone in color. Signage will be located above the main entrances and windows of the north and west sides of the building. As with the restaurant building, these types of building materials are commonly found on other buildings in this area.

*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.*

Many of the existing buildings in this area utilize a neutral color exterior, which include brown, tan, and cream. Some buildings also utilize red or gray tones as well. The restaurant building will include a darker brown shade of brick, along with a lighter shade of cultured stone and EIFS to provide contrast. Awnings above the windows will be red in color. Metal accent panels along the upper portion of the front and side of the building will be orange in color. Staff feels that the amount of red and orange that is incorporated into the building does not take away from the overall look of the development and provides additional visual interest to the facades.

The convenience store/automobile service station building will also include a darker brown shade of brick, along with a lighter shade of EIFS to provide contrast, just like the restaurant building. Awnings above the windows on this building will be purple in color. Just like the restaurant building, staff feels that the amount of purple that is incorporated into the building does not take away from the overall look of the development and provides additional visual interest to the facades.

*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 restaurant include fabric awnings over each of the windows, as well as a cornice that is located at the very top of the cultured stone wall at the front of the building. The building also incorporates orange metal accent panels on the upper portions of the front and side walls. The convenience store/auto service station will also have fabric awnings located over the windows like the restaurant building, as well as a cornice that is located above the main facades of the north and west walls.

**Overall, the design of the proposed restaurant and convenience store/gas station/auto service station is architecturally compatible with other buildings in the surrounding area.**

- 8) Trash Dumpster Site: Two trash enclosures will be located on the site; one for the restaurant and one for the convenience store/service station. The trash enclosure for the restaurant will be located at the southeast corner of the property and will be fully enclosed with a gate on the front. This enclosure will also have landscaping around it to help screen it from view. The trash enclosure for the convenience store and service station will be located on the south side of the building. This enclosure will look like it is part of the rear of the building, as the wall of the building will extend out and enclose the dumpster area, thus completely screening it from view. **Dumpster enclosure plan is acceptable.**

- 9) Lighting Plan: 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 be mounted atop a 25' tall light pole with a 3' concrete base. The fixtures will be housed in a die-cast aluminum housing with LED lights. Also, recessed LED lighting will be provided under the gas canopy to provide light to the customers who are fueling their vehicles. **Lighting plan is acceptable.**



LED Parking Lot Fixture

10) Signage: There are three signs illustrated on the site plan: one at the southwest corner of the property near the intersection of Hudson Road and W. Ridgeway Avenue, one at the southeast corner of the property near the intersection of W. Ridgeway Avenue and Cyber Lane, and one near the northeast corner of the property at the main entrance to the property along Cyber Lane. The main sign, located at the southwest corner of the property, will be 25 feet in height and 198 square feet in area. This sign will sit atop a 3 foot brick base.

Two smaller 6' tall, 70 square foot signs will be located at the southeast corner of the property near the intersection of W. Ridgeway Avenue and Cyber Lane, and one near the northeast corner of the property at the main entrance to the property along Cyber Lane. These signs will also sit atop a brick base like the main sign.

It should be noted that the property is located within the Highway 20 Commercial Corridor Overlay Zoning District. The signage requirements in this district state that one freestanding sign may be allowed that does not exceed 25 feet in height and 200 square feet in area. The main monument sign would meet those requirements. The ordinance goes on to state that smaller monument signs, measuring no more than 15 feet in height and 150 square feet in area, are permitted, with a maximum of two such signs per parcel. The parcel would have two such signs, at a size of 70 square feet each.



Main Monument Sign



Secondary Monument 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 plan generally meets the standards, pending a detailed review at the time a sign permit is requested.**

11) Storm Water Management: A storm water detention basin is located at the north end of the property to collect the storm water runoff from the site. The water runoff from the building and parking areas will be collected via intakes within the parking area and transferred via piping to the detention basin. Also, an oil skimmer will be provided within the intake near the fueling area in order to help stop any fuel or oil from reaching the detention basin. **Stormwater Management Plan has been reviewed and approved by the Engineering Division.**

**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.

### STAFF RECOMMENDATION

The Planning & Zoning Commission and City Staff recommend approval of the HWY-1 District Site Plan for the new proposed commercial development.

### PLANNING & ZONING COMMISSION

Discussion 5/8/2019 Mr. Graham explained that the lot is at the northeast corner of Hudson Road and West Ridgeway Avenue and is approximately four acres. He displayed the site plan and discussed the entrances to the proposed businesses, as well as the storm water detention basin, sidewalks, trail connections and trash enclosures. He also presented the landscape plan and noted that all requirements are not only met, but exceeded. The signage plan includes three monument signs that also meet requirements. The storm water management plan appropriately manages water runoff and meets all requirements. Mr. Graham provided an overall site layout and discussed building design proposal. Mr. Graham noted that staff requests that the south side of the convenience store building that faces W. Ridgeway Avenue also include the cornice feature along the roof line, as that side of the building faces a heavily traveled street and would give that side of the building a more pleasing look like the main facades of the building. He noted staff concerns with the significant amount of pavement around the gas canopy at the gas station and stated that staff would like to see that reduced, if possible. At this time the item is just before the Commission for discussion and is proposed to come back to the next meeting for a vote.

Martin Rouse, 902 13<sup>th</sup> Street, Grundy Center, Iowa, introduced himself as the developer of the project. Brad Best, 1212 Oak Park Boulevard, stated that he is representing Peters Construction, as the general contractor, and is available for any questions. Jennifer Rude, American Dairy Queen Corporation, 8331 Norman Center Drive, Bloomington, Minnesota, 55437, stated that she is pleased to see the newest prototype of Dairy Queen coming to Cedar Falls.

Jon Biederman, Civil Engineer for the project, stated that they have additional parking spaces as they believe they will need them. He also addressed the additional pavement around the gas canopy, noting that many times people will have larger vehicles or trailers that will need the extra room to maneuver. He also discussed parking and open space requirements, as they would like to replace a small green space near the northwest corner of the convenience store building with pavement.

Mardy Holst, AHTS Architects, spoke to the cornice on the side of the building that staff would like to see added. He explained that they have not shown a cornice as they are typically reserved for the entry of the building. As there are no entries at that side they were not added to that side.

Ms. Prideaux asked about the two open space islands. Mr. Leeper stated that the cornice wasn't really an issue for him, as well as the islands. He did note that he would encourage reducing the paving, but it is not essential.

Mr. Larson felt it made sense to leave the additional pavement and he was okay with the cornice and the removal of the islands.

Mr. Wingert also noted that he believes that the cornice is good as it is, and that he understands the need for the additional paving.

Vote  
5/22/2019

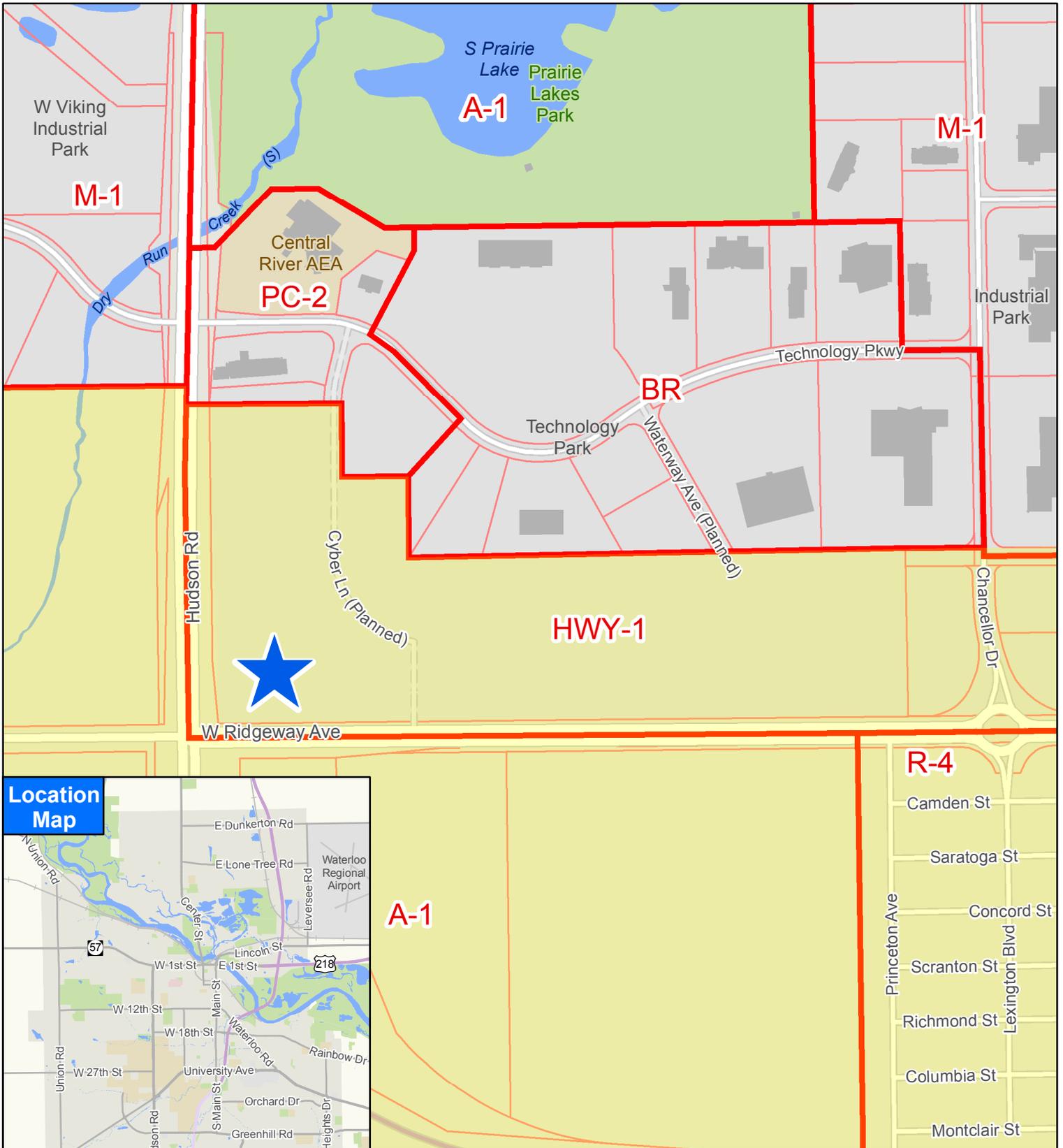
Mr. Leeper introduced the item and Mr. Graham provided background information. He explained that this is a continued discussion for the HWY-1 District Site Plan Review for Lot 2 of the Gateway Business Park at the northeast corner of West Ridgeway Avenue and Hudson Road. He provided renderings that displayed the elements of the site plan, including entrances, the proposed Dairy Queen, and the service and convenience stores. He also discussed the stormwater detention basin, trash enclosure, trail connections and sidewalks. He presented the landscape, signage, and stormwater management plans, noting that all requirements have been met or exceeded. Mr. Graham showed the overall layout of the site and building design for the proposed buildings. He noted that there was discussion regarding a landscape island that the developer asked to remove and he stated that staff recommends that it not be removed. Staff recommends approval with any additional comments from the Planning and Zoning Commission.

Brad Best of Peters Construction and Aaron Lee of US Oil came forward to speak on behalf of the project. Mr. Best formerly requested that the island be removed from the project, as well as the cornice on the south side of the building. They feel that the island may create pedestrian issues. Mr. Lee added that US Oil supplies roughly 650 independent gas stations throughout the Midwest. Market studies have showed that there is a need for fueling station at that location.

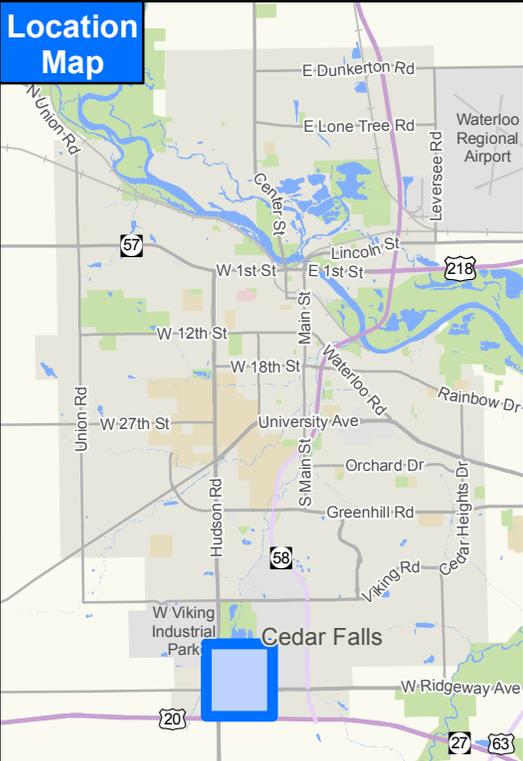
Mr. Wingert stated that he has no issues with the proposed modifications. Ms. Saul, Mr. Larson and Ms. Giarusso agreed. Mr. Graham stated that staff would like an updated landscaping plan before the project goes to City Council so points can be recalculated for an accurate staff report.

Mr. Wingert made a motion to approve with modifications. Mr. Hartley seconded the motion. The motion was approved unanimously with 5 ayes (Giarusso, Hartley, Holst, Larson, Leeper, Saul and Wingert), 2 abstentions (Holst and Leeper) and 0 nays.

# Cedar Falls City Council June 3, 2019



## Location Map



DQ Grill & Chill/Convenience  
Store/Auto Service Station  
Hwy-1 Site Plan Review

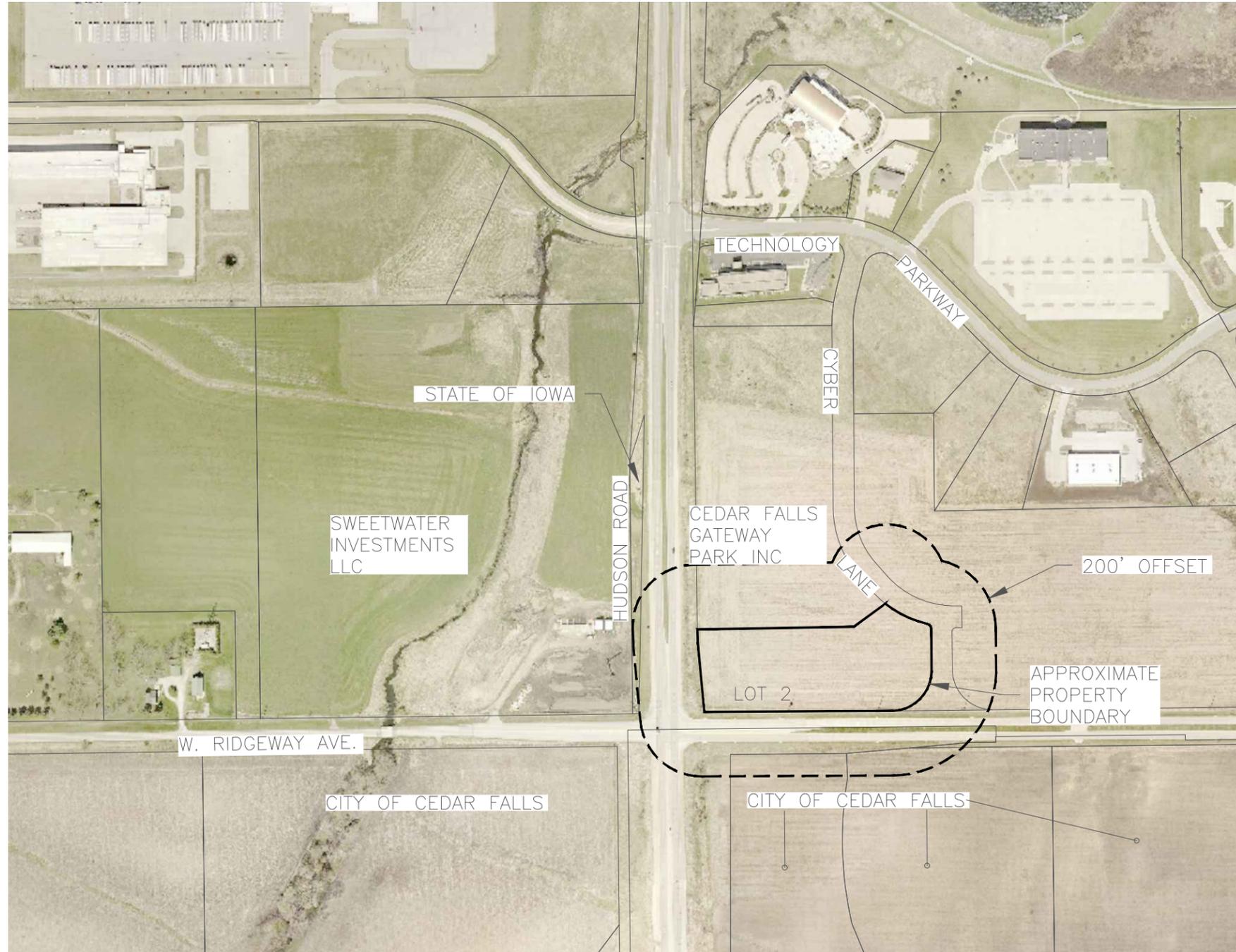
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# LOT 2, GATEWAY BUSINESS PARK SITE PLAN

**DEVELOPER**  
 MARTIN ROUSE  
 320 G AVENUE  
 GRUNDY CENTER, IOWA 50638  
 P# 319 824 6004

**ZONING (EXISTING & PROPOSED)**  
 HWY-1 & HWY-20 OVERLAY

**PROPERTY DESCRIPTION**  
 LOT 2 OF GATEWAY BUSINESS  
 PARK AT CEDAR FALLS



**LOT AREA:** 4.37 ACRES

**BUILDING AREA:** 24,444 SF

**MINIMUM REQUIRED BUILDING AREA:** 16,795 SF

**OPEN SPACE:** 1.21 ACRES

**MINIMUM REQUIRED OPEN SPACE:** 0.66 ACRE

**RETAIL FLOOR AREA:**  
 -RESTAURANT: 1200 SF  
 -CONVENIENCE STORE: 4400 SF  
 -TOTAL: 5600 SF

**PARKING SPACES PROVIDED:** 115

**MINIMUM REQUIRED PARKING SPACES:**  
 -RESTAURANT: 18+5 = 23  
 -CONVENIENCE STORE: 44+5 = 49  
 -SEMI CENTER: 12+5 = 17  
 -TOTAL: 89

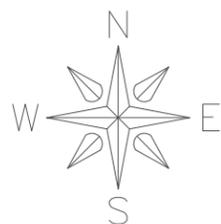
**PROVIDED ACCESSIBLE PARKING SPACES:** 6

**REQUIRED ACCESSIBLE PARKING SPACES:** 6

**MINIMUM PARKING SPACE SIZE:** 9'x19'

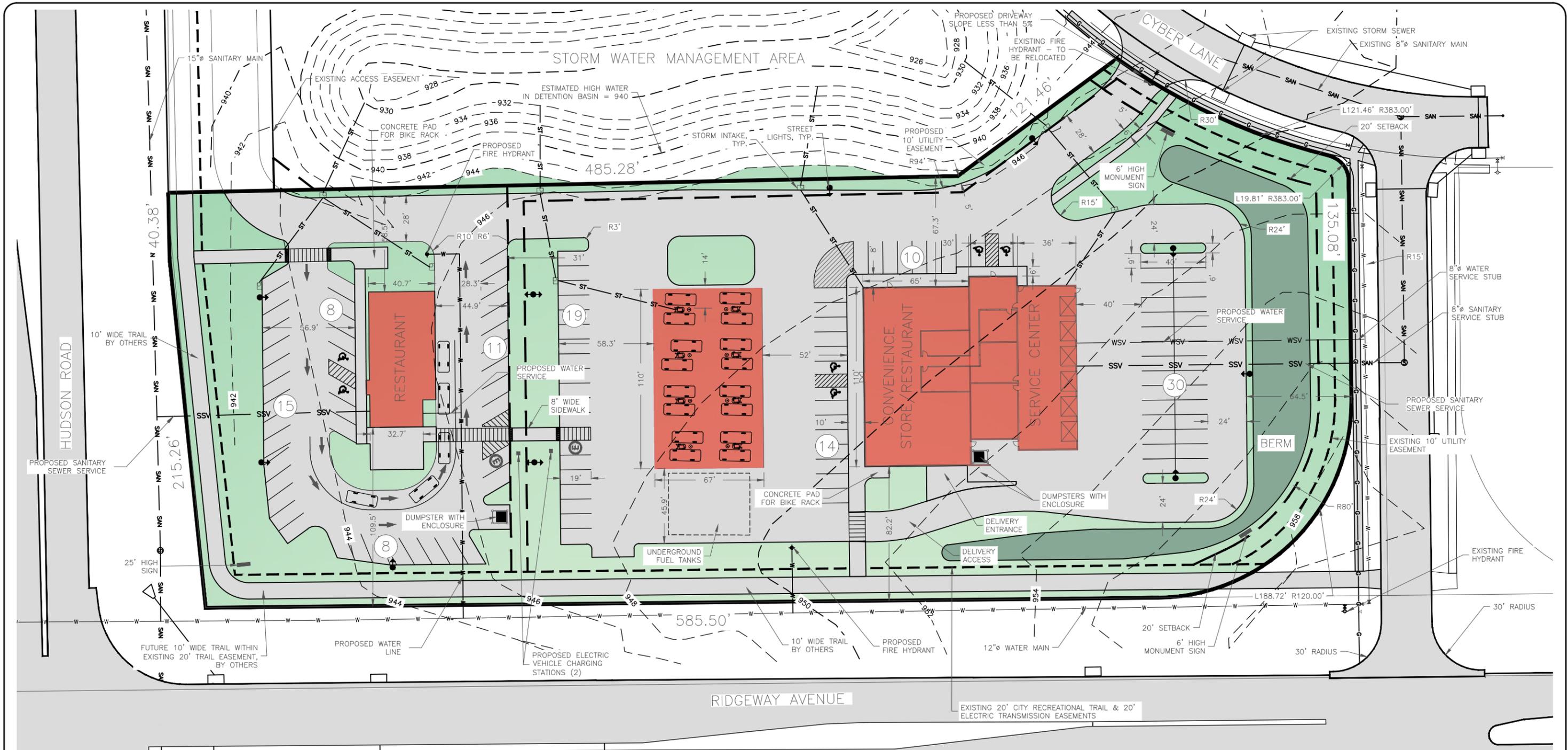
**BUILDING HEIGHTS:**  
 -RESTAURANT: 20' MAXIMUM  
 -CONVENIENCE STORE: 16' BUILDING  
 -CANOPY: 25' MAXIMUM

**EXPECTED EMPLOYEES:** 85-90 FULL & PART TIME BETWEEN BOTH BUSINESSES (ESTIMATE)  
 (10 MAX PER SHIFT PER EACH BUSINESS)

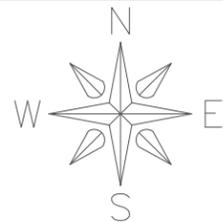


MAY 24, 2019

ILLINOIS  
 IOWA  
 WISCONSIN



- ELECTRICAL AND COMMUNICATION LINES TO BE WITHIN UTILITY EASEMENTS
- CONVENIENCE STORE PARKING SPACES 9'X19'
- RESTAURANT PARKING SPACES 9.5'X19' @ 60°
- SERVICE STATION PARKING SPACES 9'X20'
- ALL PAVED AREAS TO BE PCC
- EXISTING & PROPOSED EASEMENTS ON LOT 2 ARE SHOWN.
- SIDEWALK ALONG CYBER LANE TO BE PROVIDED BY OTHERS.
- RECREATIONAL TRAIL TO BE PROVIDED BY OTHERS.
- ANY CONTOURS SHOWN ARE FROM GRADING PLAN FOR GATEWAY BUSINESS PARK



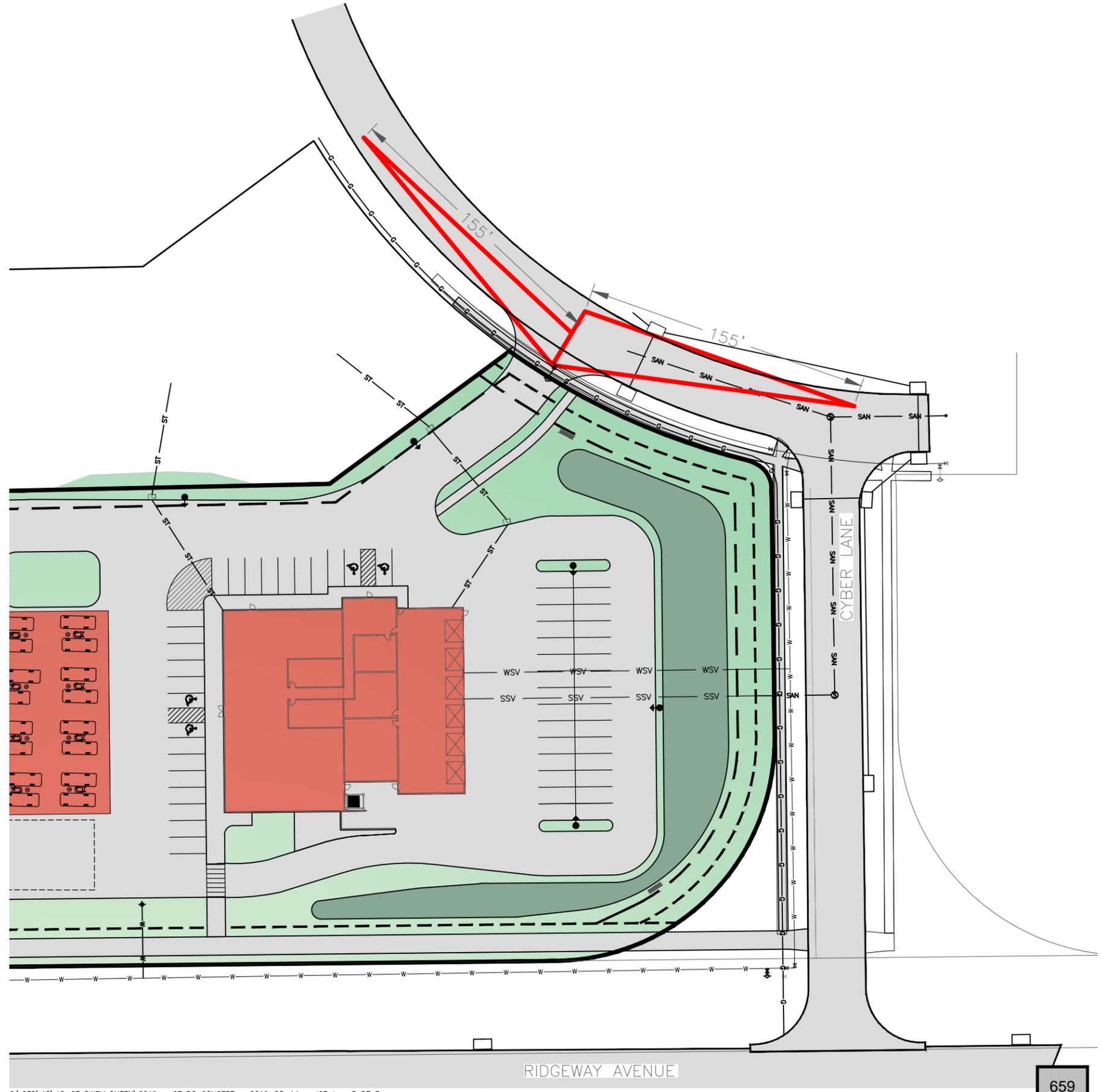
# LOT 2 GATEWAY BUSINESS PARK DEVELOPMENT SITE PLAN



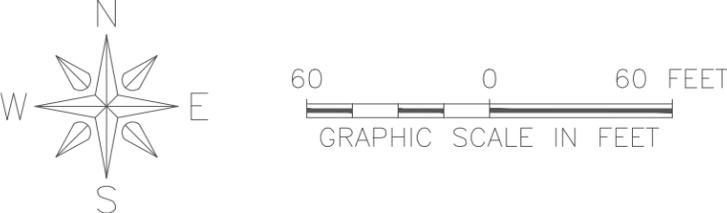
MAY 24, 2019

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# LOT 2 GATEWAY BUSINESS PARK DEVELOPMENT SIGHT TRIANGLE



DISTANCE BASED ON 25 MPH



MAY 24, 2019



ILLINOIS  
IOWA  
WISCONSIN













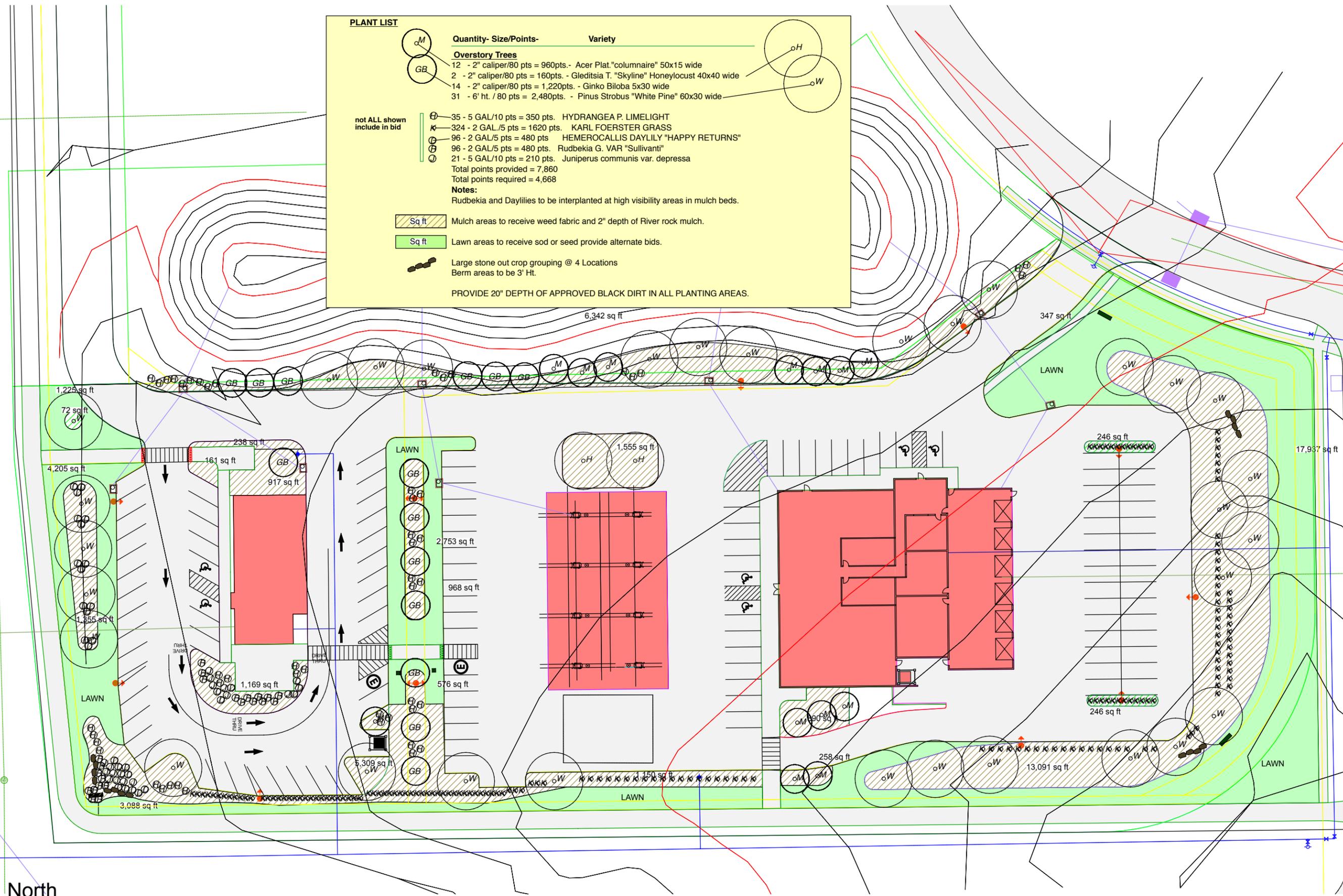








PLANT LIST		
Quantity- Size/Points-	Variety	
<b>Overstory Trees</b>		
12 - 2" caliper/80 pts = 960pts.	Acer Plat "columnaire" 50x15 wide	
2 - 2" caliper/80 pts = 160pts.	Gleditsia T. "Skyline" Honeylocust 40x40 wide	
14 - 2" caliper/80 pts = 1,220pts.	Ginko Biloba 5x30 wide	
31 - 6' ht. / 80 pts = 2,480pts.	Pinus Strobus "White Pine" 60x30 wide	
not ALL shown include in bid		
35 - 5 GAL/10 pts = 350 pts.	HYDRANGEA P. LIMELIGHT	
324 - 2 GAL./5 pts = 1620 pts.	KARL FOERSTER GRASS	
96 - 2 GAL/5 pts = 480 pts	HEMEROCALLIS DAYLILY "HAPPY RETURNS"	
96 - 2 GAL/5 pts = 480 pts.	Rudbekia G. VAR "Sullivanti"	
21 - 5 GAL/10 pts = 210 pts.	Juniperus communis var. depressa	
Total points provided = 7,860		
Total points required = 4,668		
<b>Notes:</b>		
Rudbekia and Daylilies to be interplanted at high visibility areas in mulch beds.		
Sq ft	Mulch areas to receive weed fabric and 2" depth of River rock mulch.	
Sq ft	Lawn areas to receive sod or seed provide alternate bids.	
	Large stone out crop grouping @ 4 Locations	
	Berm areas to be 3' Ht.	
PROVIDE 20" DEPTH OF APPROVED BLACK DIRT IN ALL PLANTING AREAS.		



North  
**Planting Plan**  
 SCALE: 1" = 50'



327 East Fourth Street  
 Suite 204  
 Waterloo, Iowa 50703

Drawings and Specifications, ideas, designs, and arrangements represented here are and shall remain the property of the ahnts ARCHITECTS and shall not be reproduced, copied, or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Value contract with these plans and specifications shall constitute conclusive evidence of acceptance of these restrictions.

© Copyright 2019

**Rouse Development**  
 Ridgeway Avenue  
 Cedar Falls, Iowa

**P-1**  
 May 24, 670

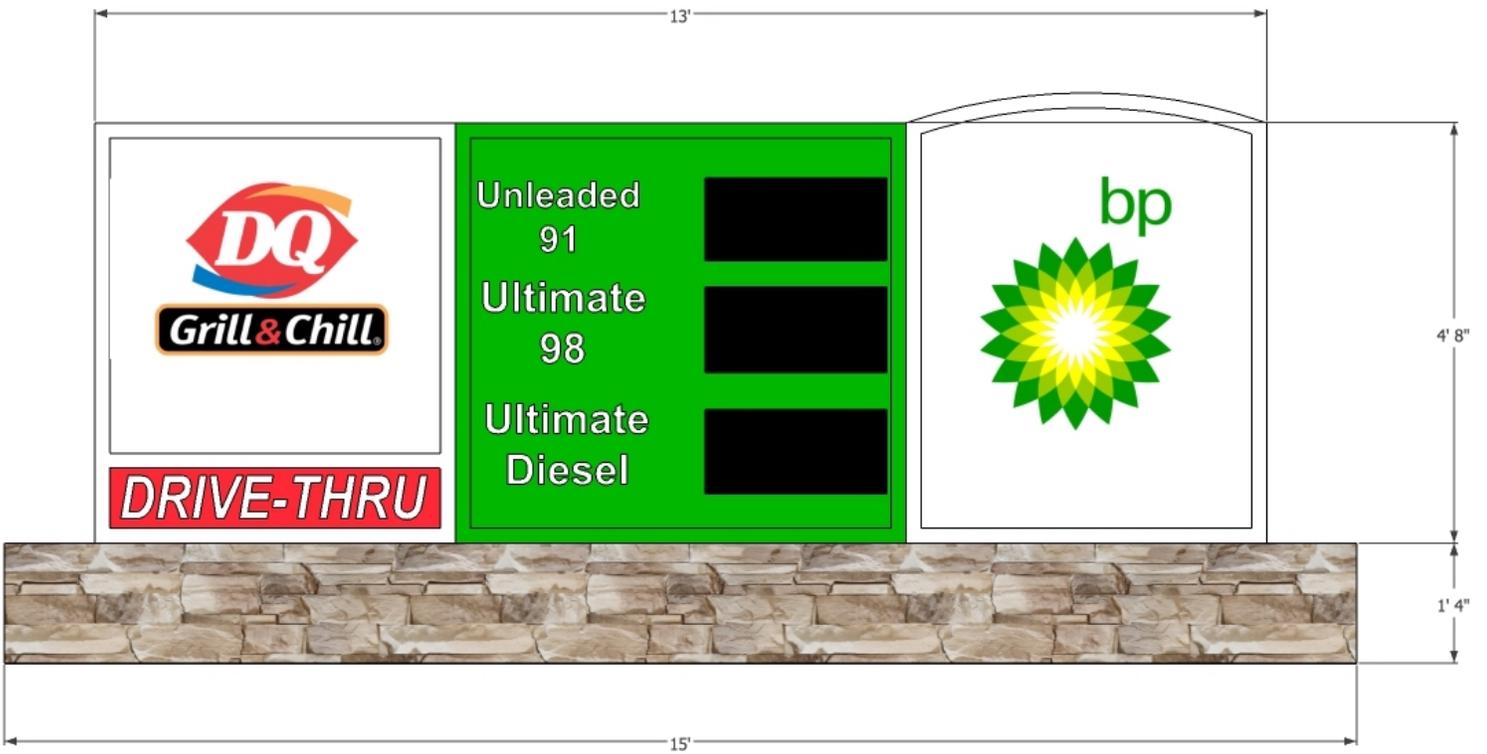


bp

bp connect

Unleaded 91	
Ultimate 98	
Ultimate Diesel	

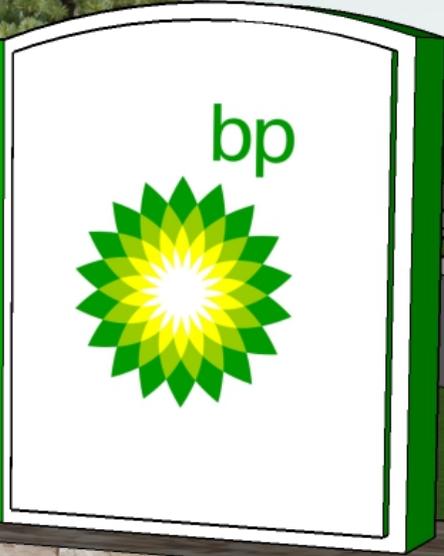
**DRIVE-THRU**





**DRIVE-THRU**

Unleaded 91 [Price Box]  
Ultimate 98 [Price Box]  
Ultimate Diesel [Price Box]





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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 30, 2019
SUBJECT: Preliminary and Final Plat of a Replat of Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV

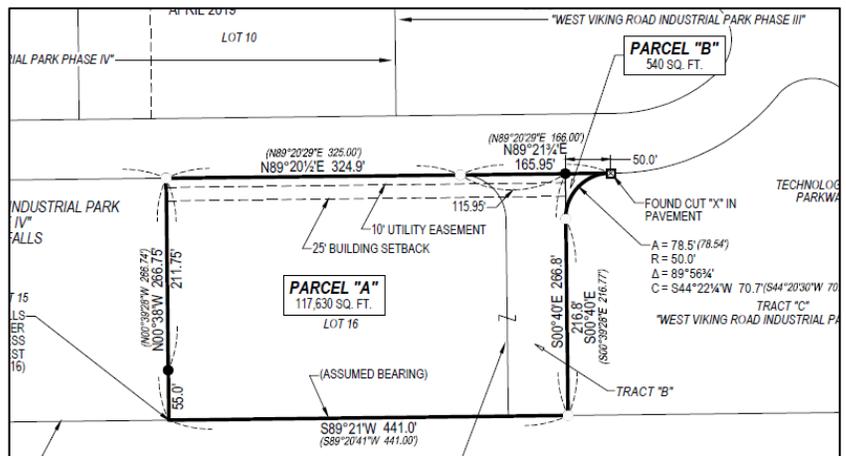
REQUEST: Approve the preliminary and final plat of the replat of Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV

PETITIONER: City of Cedar Falls

LOCATION: South side of Technology Parkway, west of Production Drive in the West Viking Road Industrial Park

PROPOSAL

The City of Cedar Falls is proposing to replat Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV into two new parcels. Parcel "A" (2.70 acres) would become a new, larger buildable lot than the previous Lot 16, while Parcel "B" (0.01 acre) would be merged into Tract "C" of West Viking Road Industrial Park Phase III, which is a storm water detention basin located adjacent to the east.



BACKGROUND

The Final Plat for West Viking Road Industrial Park Phase IV was approved by the City Council in 2013. This plat included 22 buildable lots, and was the last phase of the West Viking Road Industrial Park development that started developing in 2004.

ANALYSIS

The City of Cedar Falls currently owns the land in question, which is zoned M-1,P planned light industrial district. The purpose of the M-1,P district is to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large portions of land.

industrial park area was developed over four phases beginning in 2004, which were created as the park continued to grow and expand.

City staff has been in discussions with a local business who currently leases building space in the industrial park about acquiring a lot from the City in order to build their own building to expand their business. Lot 16 was identified by the business as the preferred lot due to the size and dimensions. Directly to the east of Lot 16 is Tract "B", which was originally platted for street purposes, even though no street currently exists there today. The business owner inquired if a street was ever going to be built in that location, as they expressed an interest in adding that area to Lot 16 so that they could use it as an entrance drive for their truck traffic.

The idea at the time this area was platted was that a street would extend to the south in the future if the industrial park expanded. However, just south of the industrial park on private property there would appear to be a large area of wetlands, which would make it difficult and costly to extend the street southward. Also, approximately ¼ mile to the west, Development Drive is shown to extend to the property to the south as well, which would allow for traffic to get from this area of the industrial park to the south if that area is ever developed in the future. There would not appear to be any issues for this road to extend to the property to the south for future development. Therefore, staff does not have an issue with merging a majority of Tract "B" with Lot 16 to create a larger buildable lot for the company.

This property is not located in the 100 year floodplain district. All submittal requirements have been met. A courtesy notice has been sent to property owners within 200 feet of this plat.

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have reviewed the replat. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The lot already has sanitary sewer and water service stubbed to the site, which will not change based on the new lot. There was a 10' wide utility easement located along the east side of original Lot 16, however there are no utilities located in it and will no longer be needed once Lot 16 and Tract "B" are combined, so the replat removes this easement from the new lot.

#### STAFF RECOMMENDATION

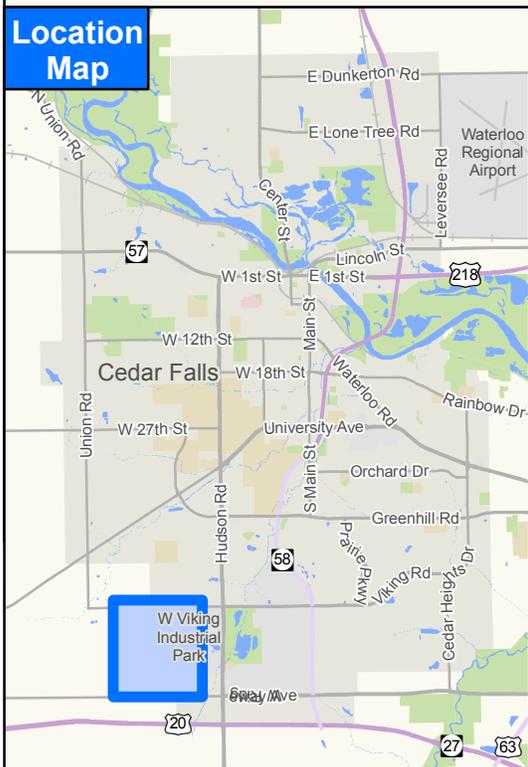
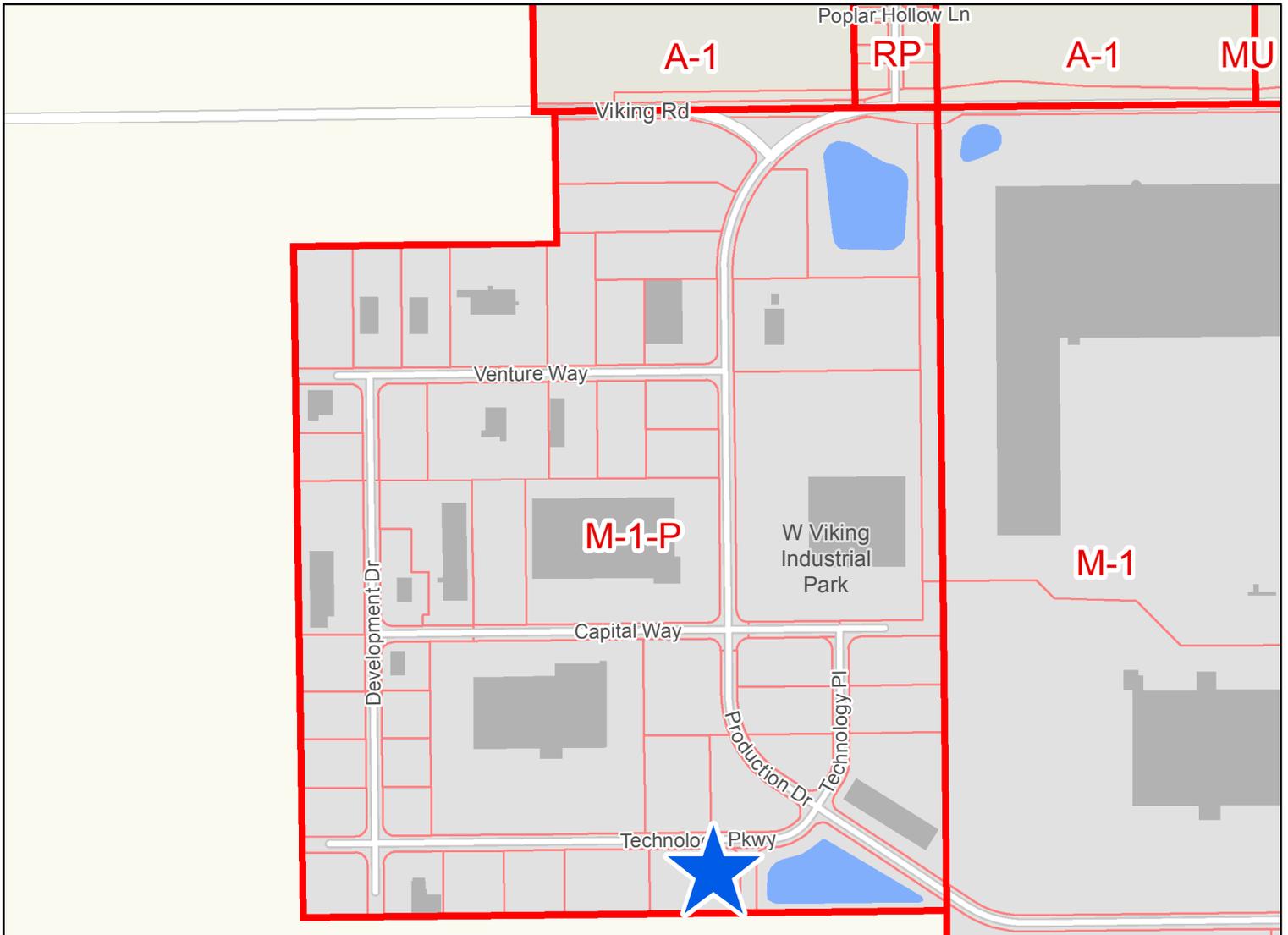
The Planning & Zoning Commission and City Staff recommend approval of the preliminary and final plat of the Replat of Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV.

#### PLANNING & ZONING COMMISSION

Discussion/Vote 5/22/2019 Mr. Graham provided background information. The property is located along Technology Parkway west of the intersection with Production Drive. The replat will combine the lot and tract into one lot. A company is interested in this lot and has indicated the need for the additional land for a driveway for truck traffic. Staff recommends approval of the project.

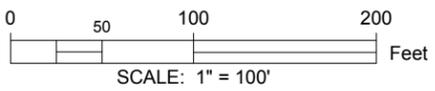
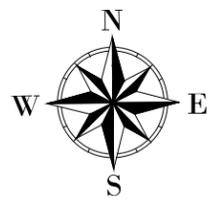
Mr. Leeper made a motion to approve. Mr. Wingert seconded the motion. The motion was approved unanimously with 7 ayes (Giarusso, Hartley, Holst, Larson, Leeper, Saul and Wingert), and 0 nays.

# Cedar Falls City Council June 3, 2019



Preliminary and Final Plat of the Replat  
of West Viking Road Industrial Park Pha

677



# PRELIMINARY PLAT OF "REPLAT OF LOT 16 AND TRACT "B", WEST VIKING ROAD INDUSTRIAL PARK PHASE IV"

CEDAR FALLS, BLACK HAWK COUNTY, IOWA  
APRIL 2019

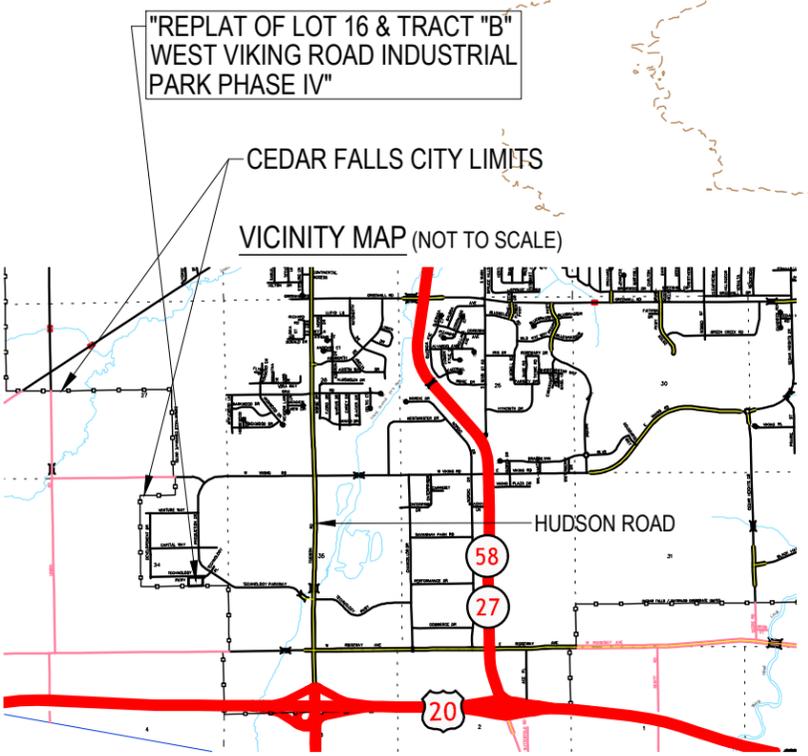
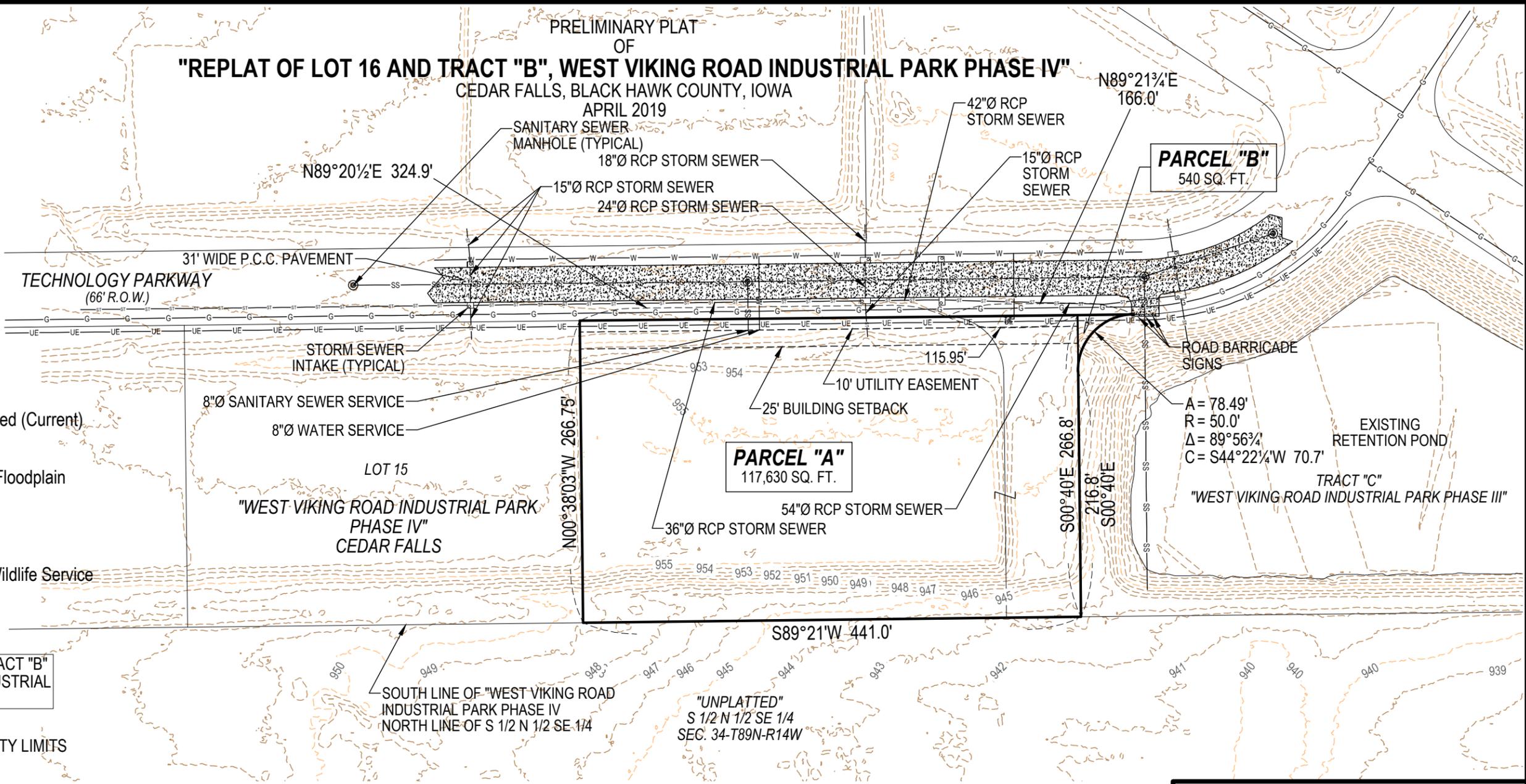
**OWNER/DEVELOPER**  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**LAND SURVEYOR**  
Jeffrey P. Helland PLS  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**ZONING**  
"M-1-P" Light Industrial Planned (Current)  
No change requested

**FLOODPLAIN**  
Not in 100 Year or 500 Year Floodplain  
Unshaded Zone X  
FIRM 19013C0276F  
Effective date July 18, 2011

**WETLANDS**  
No wetlands per US Fish & Wildlife Service  
National Wetlands Inventory



**DESCRIPTION OF "REPLAT OF WEST VIKING ROAD INDUSTRIAL PARK PHASE IV"**  
Lot No. 16 and Tract "B" of West Viking Road Industrial Park Phase IV in the City of Cedar Falls, Black Hawk County, Iowa.  
Contains 2.71 acres.

**NATURE & EXTENT OF TOPOGRAPHIC CHANGES**  
NONE AT THIS TIME

- LEGEND**
- SS—SS— EXISTING SANITARY SEWER
  - ST—ST— EXISTING STORM SEWER
  - W—W— EXISTING WATER MAIN
  - G—G— EXISTING GAS MAIN
  - UE—UE— EXISTING UNDERGROUND ELECTRIC

DEPARTMENT OF COMMUNITY DEVELOPMENT  
**CEDAR FALLS** ENGINEERING DIVISION

CITY OF CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA  
50613  
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"

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

Date: \_\_\_\_\_  
Jeffrey P. Helland, L.S. Iowa License No. 16264  
My license renewal date is December 31, 2019.  
Pages or Sheets covered by this Seal: \_\_\_\_\_

DRAWN BY: JPH  
DATE DRAWN: 05-08-19  
678 SHEET 1 OF 1



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 James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 30, 2019
SUBJECT: Preliminary and Final Plat of a Replat of Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV

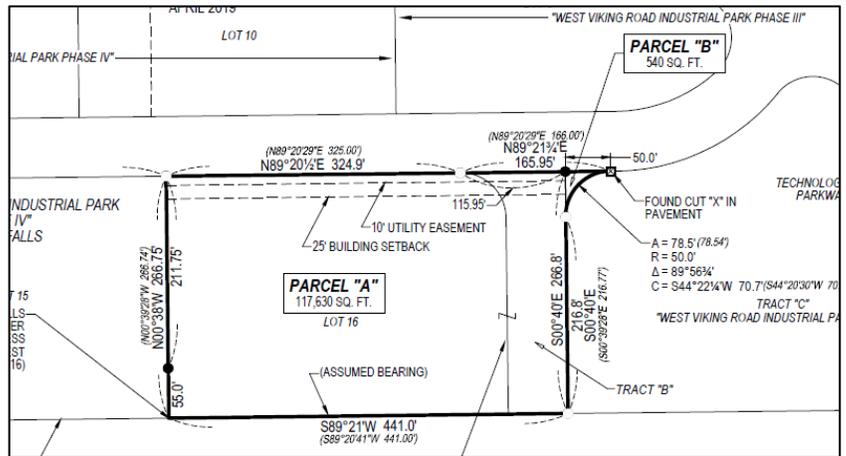
REQUEST: Approve the preliminary and final plat of the replat of Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV

PETITIONER: City of Cedar Falls

LOCATION: South side of Technology Parkway, west of Production Drive in the West Viking Road Industrial Park

PROPOSAL

The City of Cedar Falls is proposing to replat Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV into two new parcels. Parcel "A" (2.70 acres) would become a new, larger buildable lot than the previous Lot 16, while Parcel "B" (0.01 acre) would be merged into Tract "C of West Viking Road Industrial Park Phase III, which is a storm water detention basin located adjacent to the east.



BACKGROUND

The Final Plat for West Viking Road Industrial Park Phase IV was approved by the City Council in 2013. This plat included 22 buildable lots, and was the last phase of the West Viking Road Industrial Park development that started developing in 2004.

ANALYSIS

The City of Cedar Falls currently owns the land in question, which is zoned M-1,P planned light industrial district. The purpose of the M-1,P district is to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large portions of land.

industrial park area was developed over four phases beginning in 2004, which were created as the park continued to grow and expand.

City staff has been in discussions with a local business who currently leases building space in the industrial park about acquiring a lot from the City in order to build their own building to expand their business. Lot 16 was identified by the business as the preferred lot due to the size and dimensions. Directly to the east of Lot 16 is Tract "B", which was originally platted for street purposes, even though no street currently exists there today. The business owner inquired if a street was ever going to be built in that location, as they expressed an interest in adding that area to Lot 16 so that they could use it as an entrance drive for their truck traffic.

The idea at the time this area was platted was that a street would extend to the south in the future if the industrial park expanded. However, just south of the industrial park on private property there would appear to be a large area of wetlands, which would make it difficult and costly to extend the street southward. Also, approximately ¼ mile to the west, Development Drive is shown to extend to the property to the south as well, which would allow for traffic to get from this area of the industrial park to the south if that area is ever developed in the future. There would not appear to be any issues for this road to extend to the property to the south for future development. Therefore, staff does not have an issue with merging a majority of Tract "B" with Lot 16 to create a larger buildable lot for the company.

This property is not located in the 100 year floodplain district. All submittal requirements have been met. A courtesy notice has been sent to property owners within 200 feet of this plat.

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have reviewed the replat. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The lot already has sanitary sewer and water service stubbed to the site, which will not change based on the new lot. There was a 10' wide utility easement located along the east side of original Lot 16, however there are no utilities located in it and will no longer be needed once Lot 16 and Tract "B" are combined, so the replat removes this easement from the new lot.

#### STAFF RECOMMENDATION

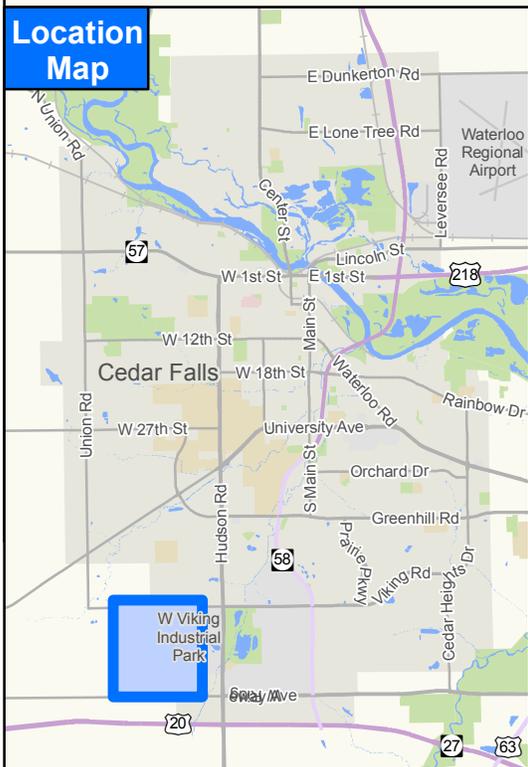
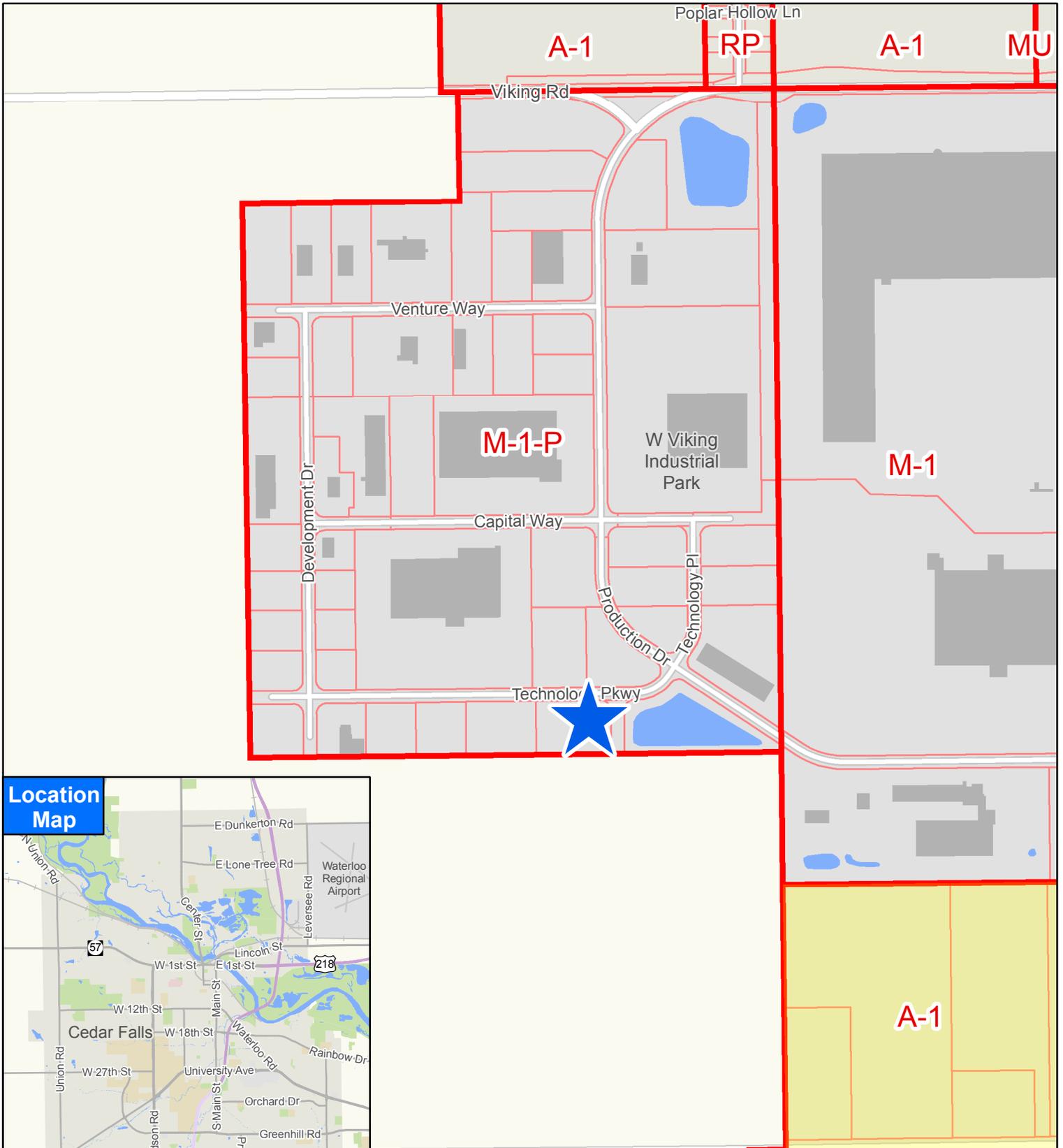
The Planning & Zoning Commission and City Staff recommend approval of the preliminary and final plat of the Replat of Lot 16 and Tract "B" of West Viking Road Industrial Park Phase IV.

#### PLANNING & ZONING COMMISSION

Discussion/Vote 5/22/2019 Mr. Graham provided background information. The property is located along Technology Parkway west of the intersection with Production Drive. The replat will combine the lot and tract into one lot. A company is interested in this lot and has indicated the need for the additional land for a driveway for truck traffic. Staff recommends approval of the project.

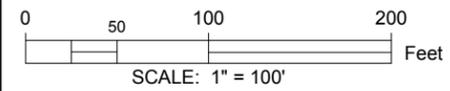
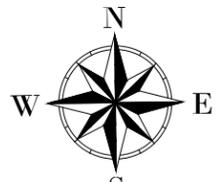
Mr. Leeper made a motion to approve. Mr. Wingert seconded the motion. The motion was approved unanimously with 7 ayes (Giarusso, Hartley, Holst, Larson, Leeper, Saul and Wingert), and 0 nays.

# Cedar Falls City Council June 3, 2019



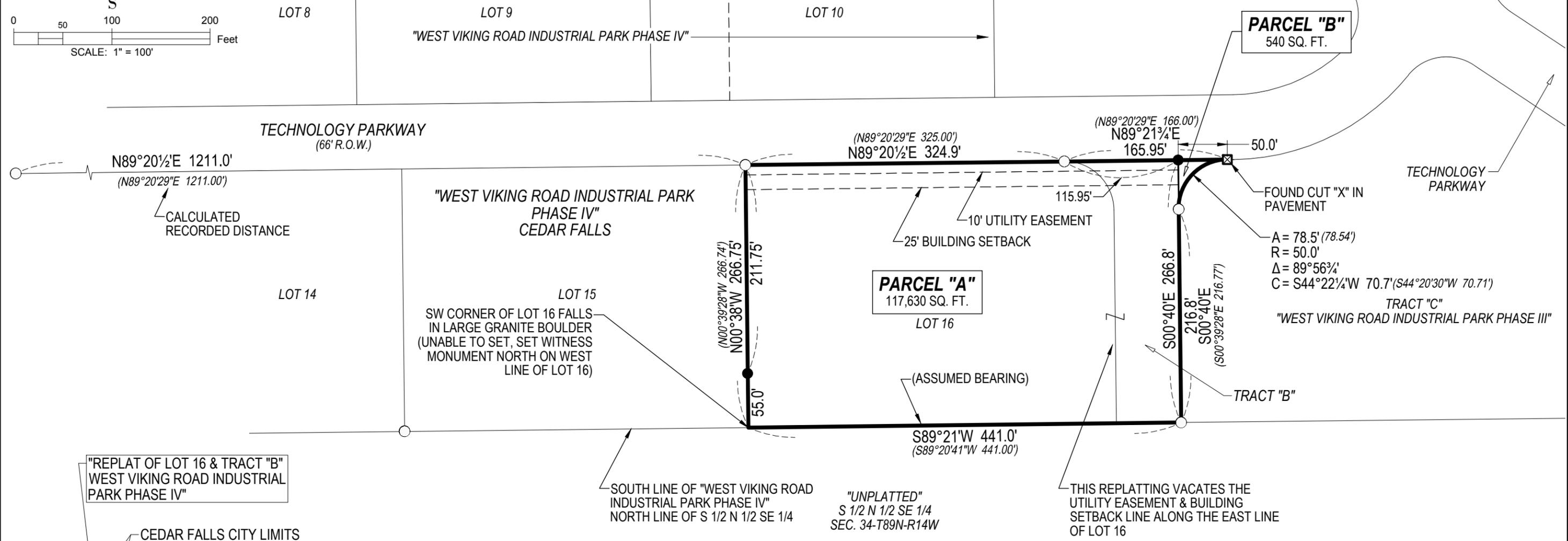
Preliminary and Final Plat of the Replat  
of West Viking Road Industrial Park Pha

681



# "REPLAT OF LOT 16 AND TRACT "B", WEST VIKING ROAD INDUSTRIAL PARK PHASE IV"

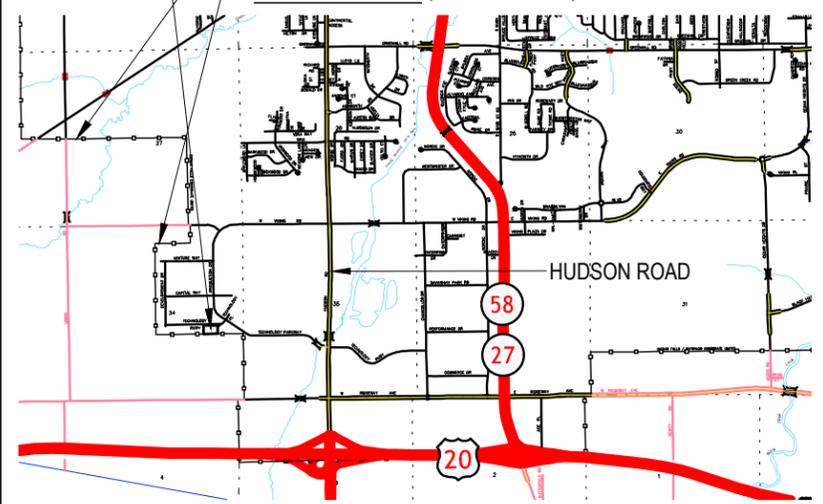
FINAL PLAT OF  
CEDAR FALLS, BLACK HAWK COUNTY, IOWA  
APRIL 2019



"REPLAT OF LOT 16 & TRACT "B"  
WEST VIKING ROAD INDUSTRIAL  
PARK PHASE IV"

CEDAR FALLS CITY LIMITS

VICINITY MAP (NOT TO SCALE)



**OWNER/DEVELOPER**  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**LAND SURVEYOR**  
Jeffrey P. Helland PLS  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**AREA OF ADDITION**  
2.71 Acres

**FLOODPLAIN**  
Not in 100 Year or 500 Year Floodplain  
Unshaded Zone X  
FIRM 19013C0276F  
Effective date July 18, 2011

**UNADJUSTED ERROR OF CLOSURE**  
Boundary: Less than 1 in 10,000  
Lots: Less than 1 in 5,000  
**SEE SHEET 2 FOR DESCRIPTIONS OF PARCEL "A" & "B"**

**LEGEND**

- (00.00') RECORDED AS
- FOUND NO. 4 REBAR w/YPC #8505
- SET NO. 4 REBAR w/ORANGE PLASTIC CAP #16264 (TO BE SET BY 12/31/2019)

DRAWN BY: JPH  
DATE DRAWN: 05-08-19

DEPARTMENT OF COMMUNITY DEVELOPMENT  
**CEDAR FALLS** ENGINEERING DIVISION



CITY of CEDAR FALLS, IOWA  
220 CLAY ST.  
CEDAR FALLS, IOWA  
50613  
(319) 273-8606

"OUR CITIZENS ARE OUR BUSINESS"



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

Date: \_\_\_\_\_  
Jeffrey P. Helland, L.S. Iowa License No. 16264  
My license renewal date is December 31, 2019.  
Pages or Sheets covered by this Seal: \_\_\_\_\_

**DESCRIPTION OF PARCEL "A"**

All of Lot No. 16 and that part of Tract "B" of "West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of said Tract "B", point being a found ½" rebar with license #8505;  
thence along the South line of said Tract "B" and said Lot No. 16 South 89°21' West a distance of 441.0 feet to the Southwest corner of said Lot No. 16;  
thence along the West line of said Lot No. 16 North 00°38' West a distance of 266.75 feet to the Northwest corner of said Lot No. 16, point being a found ½" rebar with license #8505;  
thence along the North line of said Lot No. 16 North 89°20½' East a distance of 324.9 feet to the Northwesterly corner of said Tract "B", point being a found ½" rebar with license #8505;  
thence along the North line of said Tract "B" North 89°21¾' East a distance of 115.95 feet to the Northerly extension of the East line of said Tract "B", point being a set ½" rebar with license #16264;  
thence along said extension and along the East line of said Tract "B" South 00°40' East a distance of 266.8 feet to the point of beginning. Containing 117,630 sq. ft.

Subject to restrictions, easements, covenants, ordinances and limited access provisions of record and not of record.

Note: The South line of said Lot No. 16 is assumed to bear South 89°21' West for this description.

**DESCRIPTION OF PARCEL "B"**

All of Lot No. 16 and that part of Tract "B" of "West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of said Tract "B", point being a found ½" rebar with license #8505;  
thence along the East line of said Tract "B" North 00°40' West a distance of 216.8 feet to a point of curvature, point being a found ½" rebar with license #8505, also being the point of beginning;  
thence continuing along the Northerly extension of the East line of said Tract "B" North 00°40' West a distance of 50.0 feet to the North line of said Tract "B", point being a set ½" rebar with license #16264;  
thence along said North line North 89°21¾' East a distance of 50.0 feet to the Northeasterly corner of said Tract "B", point being a found cut "X" in P.C.C. pavement;  
thence along the Easterly line of said Tract "B" 78.5 feet Southwesterly along a curve concave Southeasterly having a radius of 50.0 feet, a central angle of 89°56¾' and a long chord of South 44°22¼' West 70.7 feet to the point of beginning. Containing 540 sq. ft.

Subject to restrictions, easements, covenants, ordinances and limited access provisions of record and not of record.

Note: The South line of said Lot No. 16 is assumed to bear South 89°21' West for this description.

Parcel letters approved by County Auditor's Office.

DRAWN BY: JPH  
DATE DRAWN: 05-08-19



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**

*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** May 29, 2019  
**SUBJECT:** Extension of Professional Services Agreement, Snyder & Associates, Inc.  
2019 Engineering Services  
Supplemental Agreement No. 7  
Project Number: EN-000-3174

In December 2018 the City entered into a general engineering services contract. The contract was prompted by continued staffing challenges. The purpose was to be able to continue design and engineering analyses for projects listed in the City's CIP. This type of work requires Professional Engineers and trained staff to complete. The contract expressly stated services would be provided as needed, up to six months. Staff anticipated being able to hire the professionals needed within that timeframe. Engineering Services does not have a licensed Professional Engineer on staff. This is needed to review and sign construction plans. We also continue to have an open City Engineer position. Therefore, an extension of the general engineering services contract is requested. The contract would continue to be limited to the original amount: \$300,000. At the writing of this memo, services paid under the general contract totaled just under \$118,000.

A Snyder employee has been housed at City Hall for staff's convenience. We plan to phase this out over the coming month. Going forward this would be utilized as needed, primarily to help in the training of our new junior-level staff and as summer projects warrant. Several other projects will continue under Snyder, as provided by supplemental agreements specific to that project.

Projects and work would continue to be directed by Chase Schrage or Stephanie Sheetz, based on staffing and project needs.

Please contact me with any questions. Thank you.

Attachment: Supplemental Agreement No. 7  
Professional Services Agreement with Snyder & Associates, Inc. (December 2018)

CC: Ron Gaines, PE, City Administrator  
Chase Schrage, CIP Projects Supervisor



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
www.cedarfalls.com

*Administration Division ♦ Community Services Division ♦ Planning Division*  
*Phone: 319-273-8606 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division*  
*Phone: 319-268-5161 Fax: 319-268-5197*

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### SUPPLEMENTAL AGREEMENT NO. 7

---

#### 2019 Engineering Services Cedar Falls, Iowa City Project Number EN-000-3174

---

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by amending the following items:

**I. SCOPE OF SERVICES**

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall provide General Engineering Services as defined by section II.A.1 of the original Professional Services Agreement. The timing for providing these General Engineering Services shall be extended until the budget previously established in the previous agreement is exhausted. The CONSULTANT shall notify the CLIENT as to when 95% of the previously established budget has been exhausted for the sole purpose of informing the CLIENT in the event additional services are to be requested of the CONSULTANT under the terms of the previous agreement and this Supplemental Agreement.
- B. The CONSULTANT's Resident Engineer shall continue to provide municipal engineering support as defined by section II.A.2 of the original Professional Services Agreement. The timing for providing these Resident Engineer services shall be coordinated between the CLIENT and the CONSULTANT, as needed, within the limitations of the previously agreed upon budget.

**II. COMPENSATION**

Compensation for this scope of Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation shall not be amended by this supplemental agreement.

- III.** In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, as supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: \_\_\_\_\_

By: Lindsay Beaman

Printed Name: \_\_\_\_\_

Printed Name: Lindsay Beaman

Title: \_\_\_\_\_

Title: Business Unit Leader

Date: \_\_\_\_\_

Date: May 28, 2019

**RESOLUTION NO. 21,367**

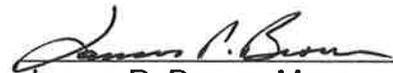
**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT RELATIVE TO ENGINEERING SERVICES**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc., Ankeny, Iowa, relative to engineering services, Project No. EN-000-3174, 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 and authorize execution of said Agreement.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

**ADOPTED** this 3rd day of December, 2018.

  
James P. Brown, Mayor

**ATTEST:**

  
Jacqueline Danielsen, MMC  
City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
www.cedarfalls.com

*Administration Division ♦ Planning & Community Services Division  
Phone: 319-273-8600 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division  
Phone: 319-268-5161 Fax: 319-268-5197*

*Water Reclamation Division  
Phone: 319-273-8633 Fax: 319-268-5566*

## PROFESSIONAL SERVICE AGREEMENT

### 2019 Engineering Services Cedar Falls, Iowa City Project Number EN-000-3174

This Agreement is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A Cedar Rapids, IA 52404, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

#### I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

#### II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### **III. CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### **IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 12 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed an estimated fee of Three Hundred Thousand Dollars (\$300,000.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

(a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: 

By: 

Printed Name: James P. Brown

Printed Name: Lindsay Beaman

Title: Mayor

Title: Business Unit Leader

Date: 12/5/18

Date: November 28, 2018

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**Exhibit A**

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**Scope of Services  
2019 Engineering Services  
Cedar Falls, Iowa  
CITY Project Number EN-000-3174**

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This document outlines the scope of services specific to 2019 Engineering Services as requested by the CITY of Cedar Falls. The term "CONSULTANT" as used in this document shall be defined as the general engineering services professional (Snyder & Associates, Inc.) that will be performing work for the CITY of Cedar Falls, Iowa, hereinafter, the "CITY", under contract.

The scope of services to be performed by the CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following:

**I. GENERAL**

The services generally include municipal engineering support and may include any of the following: drainage studies; construction design of roadway, bridge, culvert and other projects for public bid letting (including preliminary and final design with specifications and any other items needed to bid the project); drainage and subsurface analysis and design; utility coordination; cost estimating; traffic modeling and reviews; construction administration; contract administration to generally include shop drawing reviews, field review and question support; design interpretation; conducting project progress meetings; coordinating with the CITY and other agencies that may be involved in a CITY project; reviewing and recommending appropriateness of change orders; preparing pay estimates; development reviews (subdivision plats, designs, covenants, site plans, drainage, traffic, environmental, etc.); and professional services as needed for other projects or complex issues where CITY staff needs assistance to serve its citizens.

**II. SCOPE OF WORK**

**A. GENERAL ENGINEERING SERVICES**

1. General Engineering Services will be provided on an "as requested" basis and billed accordingly.

- a. The general engineering services include, but shall not necessarily be limited to, providing municipal engineering support as summarized in Section I above.
  - b. General engineering services shall be conducted at the request of the CITY Engineering Services department, and the CONSULTANT shall assign a Resident Engineer to serve as the point of contact between the CITY and the CONSULTANT.
2. A Resident Engineer will be assigned by the CONSULTANT to be located in the offices of the CITY on a part time basis.
- a. Resident Engineer shall provide municipal engineering support as summarized in Section I above, at the direction of the CITY Engineering Services department.
  - b. The Resident Engineer shall be responsible for engaging the appropriate individuals on the CONSULTANT's team(s) for completing and delivering upon the engineering requests of the CITY.
  - c. The Resident Engineer is anticipated to work during the CITY's scheduled hours of 7:30 AM to 4:30 PM, Monday thru Friday.
  - d. The CONSULTANT shall provide the resident engineer with a vehicle, as necessary for the resident engineer to perform the general engineering services. Direct mileage for resident engineer's daily commute and services performed at the request of the CITY shall be tracked and reported for regular invoicing.
  - e. The CONSULTANT shall provide the resident engineer with a computer for the purposes of performing general engineering services. It is anticipated that the resident engineer may be asked to work from CITY computing devices for the purposes of accessing particular programs or files.
3. The CONSULTANT shall report weekly progress on general engineering work assignments, as well as current proposed and billed hours.
4. For specific projects, a contract may be executed for the terms needed to complete the project.

5. The CONSULTANT shall provide General Engineering Services for a period of up to six months. In the event that the CITY requests additional time be added to this agreement, the CONSULTANT shall prepare a revised scope of services for the CITY's review and approval.
6. Projects started with CONSULTANT that may extend longer will be evaluated for continuation by supplemental agreement.

### III. COMPENSATION AND TERMS OF PAYMENT

#### A. ENGINEERING SERVICES

1. Compensation for the General Engineering Services by the CONSULTANT shall be based on the then current hourly rates and fixed expenses, and the CITY will be billed for direct hours spent. As noted in Section II.A. above, the resident engineer services are based on an estimated eight hours onsite per day, five days per week, for a six-month time period, plus mileage and commute time.

### IV. ASSIGNABILITY

- A. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CITY. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed.
- B. Subconsultants are proposed as follows:

Foth

END

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**Exhibit B**

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**2019 Engineering Services  
Cedar Falls, Iowa  
City Project Number EN-000-3174**

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Original 12/13/11  
Revision 01/31/2017

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

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

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

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

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

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

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

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

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

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

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

**Completion Checklist**

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

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

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

**Automobile:**

\$1,000,000

*(Combined Single Limit)*

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

**Standard Workers Compensation**

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:**

\$3,000,000

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

**Errors & Omissions:**

\$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

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

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

INSR I/TR	TYPE OF INSURANCE	ADDL SUBR INSR	WV2	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

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

<b>CERTIFICATE HOLDER</b> City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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



**NOTEPAD:**HOLDER CODE CITYCE4  
INSURED'S NAME Snyder & Associates IncSNYDAS1  
OP ID: KNPAGE 2  
Date 11/16/2018

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. Governmental Immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

POLICY NUMBER: 60376805

COMMERCIAL MULTIPLE LINE  
IL 70 84 06 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

### **SCHEDULE**

**Name of Organization:**

CITY OF CEDAR FALLS IA

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

# ENDORSEMENT

60376805

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE CITY OF CEDAR FALLS, IOWA, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS, ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE INSURED'S WORK AND/OR SERVICES PERFORMED FOR THE CITY OF CEDAR FALLS, IOWA. THIS COVERAGE SHALL BE PRIMARY TO THE ADDITIONAL INSURED, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SIMILAR PROTECTION AVAILABLE TO THE ADDITIONAL INSURED, WHETHER OTHER AVAILABLE COVERAGE BE PRIMARY, CONTRIBUTING OR EXCESS.

## CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (FOR USE WHEN INCLUDING THE CITY AS AN ADDITIONAL INSURED)

1. NONWAIVER OF GOVERNMENT IMMUNITY. THE INSURANCE CARRIER EXPRESSLY AGREES AND STATES THAT THE PURCHASE OF THIS POLICY AND THE INCLUDING OF THE CITY OF CEDAR FALLS, IOWA AS AN ADDITIONAL INSURED DOES NOT WAIVE ANY OF THE DEFENSES OF GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF CEDAR FALLS, IOWA UNDER CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
2. CLAIMS COVERAGE. THE INSURANCE CARRIER FURTHER AGREES THAT THIS POLICY OF INSURANCE SHALL COVER ONLY THOSE CLAIMS NOT SUBJECT OF THE DEFENSE OF GOVERNMENTAL IMMUNITY UNDER THE CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
3. ASSERTION OF GOVERNMENT IMMUNITY. THE CITY OF CEDAR FALLS, IOWA SHALL BE RESPONSIBLE FOR ASSERTING ANY DEFENSE OF GOVERNMENTAL IMMUNITY, AND MAY DO SO AT ANY TIME AND SHALL DO SO UPON THE TIMELY WRITTEN REQUEST OF THE INSURANCE CARRIER. NOTHING CONTAINED IN THIS ENDORSEMENT SHALL PREVENT THE CARRIER FROM ASSERTING THE DEFENSE OF GOVERNMENTAL IMMUNITY ON BEHALF OF THE CITY OF CEDAR FALLS, IOWA.

All other terms, conditions, limitations and agreements of the policy remain unchanged

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CONTINUED FROM SPEC END L SEQUENCE 4

4. NON-DENIAL OF COVERAGE. THE INSURANCE CARRIER SHALL NOT DENY COVERAGE UNDER THIS POLICY AND THE INSURANCE CARRIER SHALL NOT DENY ANY OF THE RIGHTS AND BENEFITS ACCRUING TO THE CITY OF CEDAR FALLS, IOWA UNDER THIS POLICY FOR REASONS OF GOVERNMENTAL IMMUNITY UNLESS AND UNTIL A COURT OF COMPETENT JURISDICTION HAS RULED IN FAVOR OF THE DEFENSE(S) OF GOVERNMENTAL IMMUNITY ASSERTED BY THE CITY OF CEDAR FALLS, IOWA.

5. NO OTHER CHANGE IN POLICY. THE INSURANCE CARRIER AND THE CITY OF CEDAR FALLS, IOWA AGREE THAT THE ABOVE PRESERVATION OF GOVERNMENTAL IMMUNITIES SHALL NOT OTHERWISE CHANGE OR ALTER THE COVERAGE AVAILABLE UNDER THE POLICY.

CITY OF CEDAR FALLS, IOWA  
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION IN INSURANCE COVERAGE AND/OR LIMITS AND TEN (10) DAYS WRITTEN NOTICE OF NON-PAYMENT OF PREMIUM SHALL BE SENT TO:  
CITY OF CEDAR FALLS, 220 CLAY ST, CEDAR FALLS, IA 50613. THIS ENDORSEMENT SUPERSEDES THE STANDARD CANCELLATION STATEMENT ON THE CERTIFICATE OF INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED.

NOTE: ENDORSEMENTS ABOVE PER 'URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS,' ADDENDUM NO. 2 EFFECTIVE JULY 24, 2001.

All other terms, conditions, limitations and agreements of the policy remain unchanged.

PREMIUM 250

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**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to Include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Ball Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You - Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage - Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named Insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies Insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SECTION I - COVERAGES

##### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

###### 1. **Extended Property Damage**

At 2. **Exclusions** exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

###### 2. **Expanded Fire Legal Liability**

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

###### 3. **Non-Owned Watercraft**

At 2. **Exclusions** exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

###### 4. **Property Damage – Borrowed Equipment**

At 2. **Exclusions** the following is added to paragraph (4) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

###### 5. **Property Damage Liability – Elevators**

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### B. The following coverages are added:

###### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

###### j. **Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this **Voluntary Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for each coverage, and we are granted discretion in making payments under this coverage.

## 2. **COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion J. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this **Care, Custody and Control Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for each coverage, and we are granted discretion in making payments under this coverage.

## 3. **COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### 2. **Exclusions**

This Insurance does not apply to:

#### p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## 4. **COVERAGE G - PRODUCT RECALL EXPENSE**

### a. **Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II - WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:****4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You - Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional Insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional Insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

**6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
  - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  - (3) Such coverage will not apply subsequent to the first to occur of the following:
    - i. The expiration of the period of time required by the "written contract"; or
    - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
    - (h) "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      - i. The exceptions contained in Sub-paragraphs d. or f.; or
      - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

In the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

#### **13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### **SECTION III - LIMITS OF INSURANCE**

A. The following items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under Coverage B; and
  - d. Damages under Coverage H.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- B. The following are added :
8. Subject to Paragraph 5. of SECTION III – LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.
9. Coverage G - Product Recall Expense  
Aggregate Limit \$50,000  
Each Product Recall Limit \$25,000
- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
  - b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.
- We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.
- We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.
10. Aggregate Limits of Insurance (Per Location)  
The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.  
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
11. Aggregate Limits of Insurance (Per Project)  
The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.
12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of SECTION II – WHO IS AN INSURED above, the following is added:  
The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement;
  - b. Available under the applicable limits of insurance shown in the declarations;
- Whichever is less.
- This endorsement shall not increase the applicable limits of insurance shown in the declarations.
13. Subject to 5. of SECTION III – LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage.  
For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the limit of liability or the aggregate limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this **Care, Custody and Control Property Damage Coverage**, our right and duty to defend ends when we have paid the **Limit of Liability** or the **Aggregate Limit** for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- I. How, when and where the "occurrence" took place;
- II. The names and addresses of any injured persons and witnesses, and
- III. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- I. Immediately record the specifics of the claim or "suit" and the date received; and
- II. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, **Condition 4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B. The following are added:**

**10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved Insured must:**

**(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.**

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by Railroad Protective Liability Coverage Form (CG 00 35) with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) you, the named insured, will be deemed to be the designated contractor.

**SECTION V – DEFINITIONS**

- A. At Item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:  
 f.(1) Equipment designed primarily for:  
 (a) Snow removal;  
 (b) Road maintenance, but not construction or resurfacing; or  
 (c) Street cleaning;  
 except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily Injury" is deleted and replaced with the following:  
 3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:  
 c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:  
 a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and  
 b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:  
 (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or  
 (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:  
 a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.  
 b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.  
 c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.  
 d. Transportation and accommodation expense incurred by your employees.  
 e. Rental expense incurred for temporary locations used to store recalled products.  
 f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.  
 g. Transportation expenses incurred to replace recalled products.  
 h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.  
 These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:  
 a. Is currently in effect or becoming effective during the term of this policy; and  
 b. Was executed prior to:  
 (1) The "bodily injury" or "property damage"; or  
 (2) The offense that caused the "personal and advertising injury",  
 for which the additional insured seeks coverage under this coverage part.



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**Exhibit C**

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**2019 Engineering Services  
Cedar Falls, Iowa  
City Project Number EN-000-3174**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Exhibit B, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Exhibit B.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Exhibit B.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**SNYDER & ASSOCIATES, INC.**  
**2018-19**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
<b>Professional</b>		
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal II	\$202.00	/hour
Principal I	\$191.00	/hour
Senior	\$171.00	/hour
VIII	\$158.00	/hour
VII	\$150.00	/hour
VI	\$144.00	/hour
V	\$134.00	/hour
IV	\$124.00	/hour
III	\$113.00	/hour
II	\$103.00	/hour
I	\$90.00	/hour
<b>Technical</b>		
<i>Technicians--CADD, Survey, Construction Observation</i>		
Lead	\$121.00	/hour
Senior	\$116.00	/hour
VIII	\$108.00	/hour
VII	\$100.00	/hour
VI	\$89.00	/hour
V	\$80.00	/hour
IV	\$74.00	/hour
III	\$62.00	/hour
II	\$54.00	/hour
I	\$47.00	/hour
<b>Administrative</b>		
II	\$62.00	/hour
I	\$50.00	/hour
<b>Reimbursables</b>		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	

**FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C**  
**2018 STANDARD HOURLY RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Director	\$191.00
Project Manager	\$160.00-\$186.00
Project Scientist	\$110.00-\$135.00
Project Engineer	\$134.00-\$178.00
Staff Engineer	\$108.00-\$132.00
Planner	\$108.00-\$178.00
Technology Manager	\$155.00
Technician	\$75.00-\$134.00
Construction Manager	\$155.00
Land Surveyor	\$125.00-\$158.00
Project Administrator	\$75.00-\$95.00
Administrative Assistant	\$60.00

**REIMBURSABLE EXPENSES**

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2018. Rates subject to change annually on January 1.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Terra Ray, Engineer Technician II

**DATE:** May 29, 2019

**SUBJECT:** Cyber Lane, 2018 Street Construction Project  
Project Number RC-000-3141

The City of Cedar Falls is planning to construct Cyber lane from Technology Parkway south approximately 400'. The project will require the acquisition of a temporary construction easement from one property for this project.

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 June 17, 2019, to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Principal Engineer

**NOTICE OF PUBLIC HEARING ON A PROPOSAL TO UNDERTAKE A PUBLIC  
IMPROVEMENT PROJECT FOR THE CYBER LANE, 2018 STREET CONSTRUCTION  
PROJECT AND TO AUTHORIZE ACQUISITION OF PRIVATE PROPERTY FOR SAID  
PROJECT**

To Whom It May Concern:

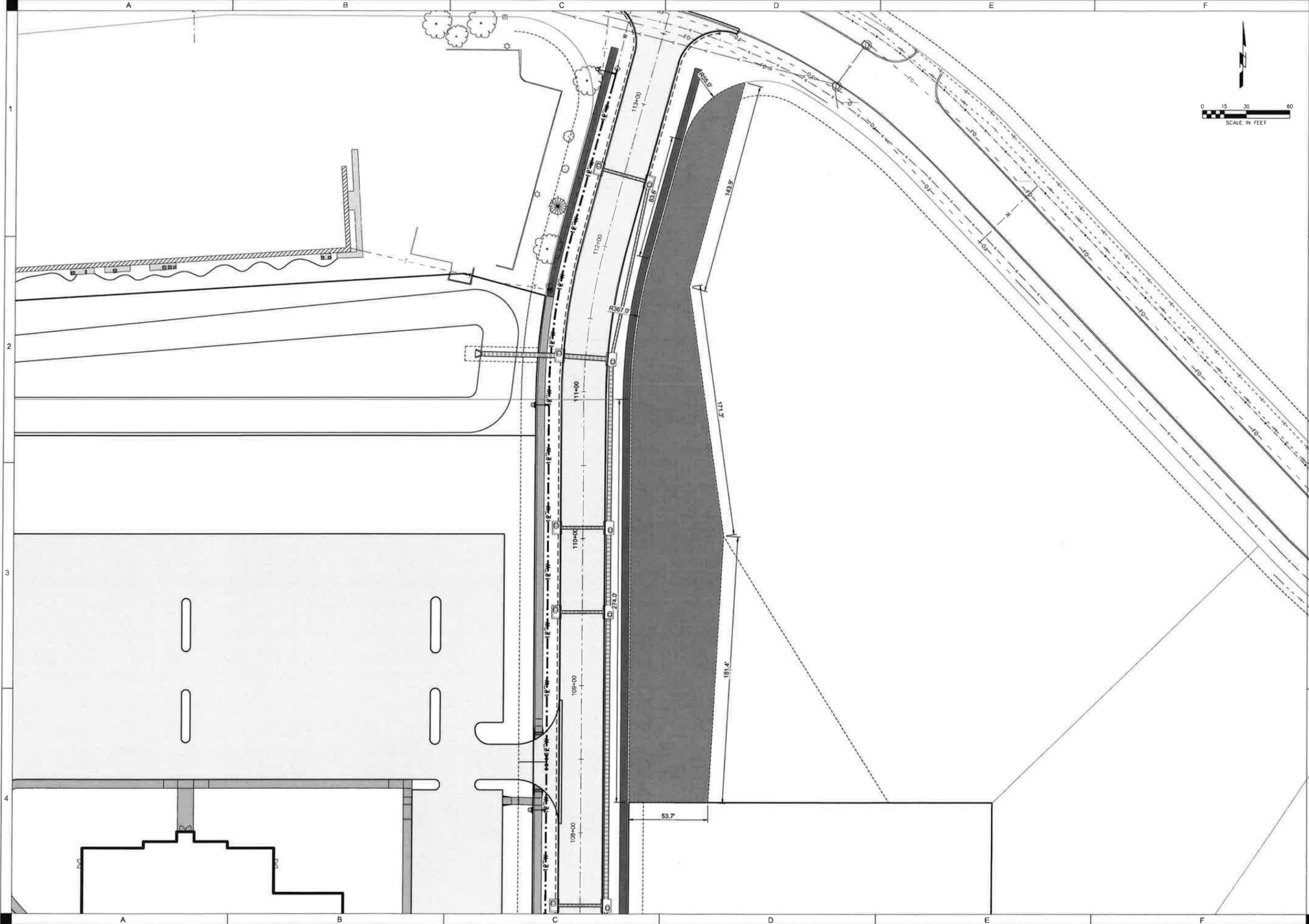
NOTICE IS HEREBY GIVEN that on the 17<sup>th</sup> day of June, 2019, at 7:00 o'clock p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City on the proposal to undertake a public improvement project for the Cyber Lane, 2018 Street Construction 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 3<sup>rd</sup> day of June, 2019.

Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls, Iowa

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EASEMENT EXHIBIT

DRAWN: EAV  
APPROVED: CHH  
ISSUED FOR: EXHIBIT  
DATE: 05/08/2018  
PROJECT NO: 2171620  
FIELD BOOK: --  
CLIENT NO: --

**PRELIMINARY  
- NOT FOR  
CONSTRUCTION**

GATEWAY BUSINESS PARK AT CEDAR FALLS I  
CYBER LANE INFRASTRUCTURE

RUSSELL CONSTRUCTION

GATEWAY BUSINESS PARK AT CEDAR FALLS, CEDAR FALLS, IA

**SHIVEHATTERY**  
ARCHITECTURE+ENGINEERING

316 Second Street SE Suite 500 | Cedar Rapids, Iowa 52401  
319.364.0227 | fax: 319.364.4251 | www.shivehattery.com  
Iowa | Illinois | Indiana

**EX 733**



## 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 James P. Brown and City Council  
**FROM:** Iris Lehmann, Planner II  
**DATE:** May 29, 2019  
**SUBJECT:** Rezoning Request – 2600 Grove Street

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**REQUEST:** Rezone property from R-3, Multiple Residence District to C-2, Commercial District. (Case #RZ19-004)

**PETITIONER:** City of Cedar Falls

**LOCATION:** 2600 Grove Street

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### PROPOSAL

Through the review of a mobile merchant application, it was brought to City Staff's attention that the property at 2600 Grove Street was incorrectly zoned R-3, Multiple Residence District in 1970. To correct this mapping error staff is requesting to rezone this property to C-2, Commercial District.

### BACKGROUND

2600 Grove Street has been zoned R-3, Multiple Residence District since the adoption of the Zoning Ordinance in 1970. 2600 Grove Street is a pole frame metal warehouse built in 1969 that services the businesses at 6912 University Avenue located directly to the south. The C-2, Commercial district boundary follows this property's western and southern property lines. See map to the right, the purple lines indicate the zoning district boundaries and the property in question is shaded in yellow. The building is a non-conforming use under the R-3 zoning standards but would be a conforming use in C-2 zoning. As the use



was in place before the zoning boundaries were drawn in 1970, staff can only assume that an error was made when the boundaries of the districts were determined.

### ANALYSIS

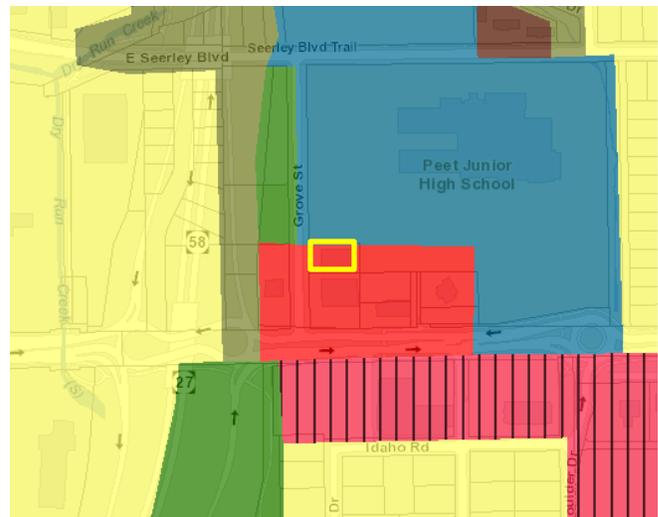
The R-3, Multiple Residence District is a zoning district meant for medium density residential development. This district also allows for religious, educational, or philanthropic institutions, hospitals, and private clubs. A pole frame metal warehouse servicing commercial uses does not fall into the intended uses of this district.

This 0.39 acre property has commercial development to the south and west. Peet Junior High School is directly north and east of this property. No portion of this parcel is located in the floodplain. There are no sensitive areas within this rezoning request.

Rezoning considerations normally involve evaluation of three main criteria:

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

Yes. The Future Land Use Map designates this property, outlined in yellow in the map to the right, as a “Commercial Corridor”, area shaded in red. This designation is consistent with a commercial zoning designation and the rezoning request to C-2.



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

Yes, all utilities are readily available to the site.

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

Yes, the property currently has access to Grove Street which can be accessed from either University Avenue or E Seerley Boulevard.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request.

A notice was mailed to property owners within 300 feet of the parcel under consideration on April 30, 2019 regarding this rezoning request. A notice for the May 22nd public hearing was published in the Courier on Wednesday, May 15th, 2019.

### STAFF RECOMMENDATION

The Planning and Zoning Commission and Staff recommend that City Council set a public hearing date for June 17, 2019 to formally consider the rezoning request of the property at 2600 Grove Street.

### PLANNING & ZONING COMMISSION

Introduction Planner Lehmann noted that staff is only introducing the item at this time and  
5/8/19 asks that comments are gathered and a date for public hearing be set for the next

meeting on May 22, 2019. There were no public comments.

Public  
Hearing  
and Vote  
5/22/19

Karen Howard presented the proposed zoning change at 2600 Grove Street. There were no public comments. The Planning and Zoning Commission felt that this request was a straight forward case. The rezoning request for 2600 Grove Street was approved unanimously.

Prepared by: Iris Lehmann, Planner II, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. \_\_\_\_\_

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

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that 2600 Grove Street as described as follows shall be removed from R-3, Multiple Residence District and added to the C-2, Commercial District,

FAIRVALLEY ADDITION LOT 30

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

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

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

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

Section 1. That the following described real estate:

FAIRVALLEY ADDITION LOT 30

Be and the same is hereby removed from the R-3, Multiple Residence District and added to the C-2, Commercial District.

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

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

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION FIXING DATE OF HEARING ON PROPOSED  
AMENDMENT TO CHAPTER 26, ZONING, CODE OF ORDINANCES  
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING  
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning of 2600 Grove Street from R-3, Multiple Residence District to C-2, Commercial District as described below, and

WHEREAS, said Planning and Zoning Commission has recommended approval of said change, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed amendment to Section 26-118, District Boundaries of Division I, Generally, of Article III Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, by removing 2600 Grove Street from the R-3 Multiple Residence District, and placing the same in the C-2, Commercial District as described below:

FAIRVALLEY ADDITION LOT 30

And that said public hearing shall be held on the 17<sup>th</sup> day of June, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 3rd day of June, 2019.

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO THE  
DISTRICT REGULATIONS, OF CHAPTER TWENTY-SIX (26), ZONING,  
OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA BY  
REMOVING 2600 GROVE STREET FROM THE R-3 MULTIPLE RESIDENCE DISTRICT  
AND PLACING SAID REAL ESTATE IN THE C-2 COMMERCIAL DISTRICT

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, an amendment To Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, and known as the Zoning Ordinance and that the City Council of the City of Cedar Falls, Iowa, proposes to amend said Ordinance by removing 2600 Grove Street from the R-3 Multiple Residence District, and placing the same in the C-2, Commercial District as described below:

FAIRVALLEY ADDITION LOT 30

There will be a public hearing on said proposed change on the 17<sup>th</sup> day of June, 2019, at 7:00 o'clock P.M., in the Council Chambers. Documents amending said Section are now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and are available for reference and inspection by the public. Public comments on the proposed change in said Ordinance may be made in writing at any time prior to the public hearing as set forth herein and oral objections will be heard at said hearing.

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Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Brown, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** May 29, 2019  
**SUBJECT:** Parking Ordinances

On the agenda for the Council meeting on June 3, 2019, are several ordinances under consideration. Ordinances related to City reorganization (Ordinances 2940, 2941, 2942 & 2943) are being considered at third reading and final passage. Ordinances related to downtown parking (Ordinances 2944 & 2945) are being considered at second reading.

There are amendments of two Code of Ordinance sections that are still necessary as part of the downtown parking changes. Sec. 23-41 related to Collection and Disposition of Parking Receipts and Sec. 23-83 related to the Marking of Parking Spaces are being submitted for consideration at this time. The reason that these amendments were not submitted as part of Ordinances 2944 or 2945 is that these two Sections were already being amended by the reorganization ordinances. Therefore, consideration of these amendments had to await final passage of the reorganization ordinances, which is happening on June 3, 2019.

The bottom line is that these further amendments of Sections 23-41 & 23-83 had to await adoption of the initial amendments of these same Sections brought about by reorganization.

City staff recommends that the further amendments to Sec. 23-41 & Sec. 23-83 be approved for passage as part of the downtown parking changes.

Thank you.

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE **(1)** REPEALING SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PAYSTATIONS/METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND **(2)** REPEALING SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 23-41, Collection and Disposition of Money Deposited in Parking Meters, of Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-41, Collection and Disposition of Money Deposited in Pay Stations/Meters is enacted in lieu thereof, as follows:

**Sec. 23-41. Collection and disposition of money deposited in ~~parking meters pay stations/meters~~.**

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of money deposited in the parking ~~meters pay stations/meters~~ of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the container to the city's financial institution so that the funds may be counted and deposited in the city's account.

(Code 2017, § 26-49; Ord. No. 2729, § 1, 2-14-2011)

*Section 2.* Section 23-83, Marking of Parking Spaces, of Division 2, Department of Public Works Traffic Standards, of Article II, Administration and Obedience, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-83, Marking of Parking Spaces, is enacted in lieu thereof, as follows:

**Sec. 23-83. Marking of parking spaces.**

(a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking ~~enforcement districts-meter zones~~ designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.

(b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE **(1)** REPEALING SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PAYSTATIONS/METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND **(2)** REPEALING SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 23-41, Collection and Disposition of Money Deposited in Parking Meters, of Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-41, Collection and Disposition of Money Deposited in Pay Stations/Meters is enacted in lieu thereof, as follows:

**Sec. 23-41. Collection and disposition of money deposited in pay stations/meters.**

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of money deposited in the parking pay stations/meters of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the

container to the city's financial institution so that the funds may be counted and deposited in the city's account.

(Code 2017, § 26-49; Ord. No. 2729, § 1, 2-14-2011)

*Section 2.* Section 23-83, Marking of Parking Spaces, of Division 2, Department of Public Works Traffic Standards, of Article II, Administration and Obedience, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-83, Marking of Parking Spaces, is enacted in lieu thereof, as follows:

**Sec. 23-83. Marking of parking spaces.**

(a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking enforcement districts designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.

(b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

INTRODUCED: \_\_\_\_\_ June 3, 2019 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk