



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
MONDAY, AUGUST 20, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of August 6, 2018.
- D. Agenda Revisions.
- E. Administration of Oath to Public Safety Officers and Reserve Officers.
- F. Special Order of Business:
 - 1. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project.
 - a. Receive and file proof of publication of notice of hearing. (Notice published August 10, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project.
 - 3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project.
 - a. Receive and file proof of publication of notice of hearing. (Notice published August 10, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 4. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project.
- G. Old Business:
 - 1. Pass Ordinance #2928, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, upon its third & final consideration.
 - 2. Pass Ordinance #2929, amending Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations, upon its second consideration.

3. Pass Ordinance #2930, rezoning property located generally on Lots 7 & 8 of the Midway Business Park Addition pursuant to provisions of a Zoning Agreement associated with Ordinance #2080, which placed said property in the R-4 Residential Zoning District, upon its second consideration.

H. New Business:

1. 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.)
 - a. Receive and file the Committee of the Whole minutes of August 6, 2018 relative to the following items:
 - (1) Downtown ordinance revisions related to building design review.
 - (2) Bills & Payrolls.
 - b. Receive and file the Administration Committee minutes of July 23, 2018.
 - c. Receive and file the report of the July 23, 2018 Joint Meeting of the City Council & the Utilities Board of Trustees.
 - d. Receive and file the bid received for the 2018 Sidewalk Assessment Project, Zone 9.
 - e. Approve the following special event related requests:
 - (1) Street closure, West 25th Street, August 26, 2018.
 - (2) Street closures, ARTapalooza, September 8, 2018.
 - (3) Street closures & parking variance, Friends of Western Home Communities Annual Breakfast & Family Fun, September 8, 2018.
 - (4) Street closure, West 25th Street, September 22, 2018.
 - (5) Street/parking lot closures & parking variances, UNI Homecoming activities, October 19-20, 2018.
 - f. Approve the following applications for beer permits and liquor licenses:
 - (1) Main Street Sweets, 210 Main Street, Class B native wine - renewal.
 - (2) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
 - (3) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
 - (4) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor - renewal.
 - (5) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
 - (6) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - change in ownership.
 - (7) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor - adding outdoor service.
 - (8) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (August 25-26, 2018)
2. 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.)
 - a. Resolution approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2018-2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funding for the Tri-County Drug Enforcement Task Force.
 - b. Resolution approving and authorizing execution of a First Year Extension of an Agreement for Custodial Services with T & C Cleaning, Inc. relative to custodial services for city buildings for a period of September 1, 2018 through August 31, 2019.

- c. Resolution approving the partial release of retainage funds to K. Cunningham Construction Company, Inc. for the University Avenue Reconstruction Project, Phase I.
 - d. Resolution approving and accepting the bid of Feldman Concrete, in the amount of \$38,923.88, for the 2018 Sidewalk Assessment Project, Zone 9.
 - e. Resolution approving final occupancy of the Aldrich Elementary School prior to the acceptance of the public improvements in McMahill First Addition.
 - f. Resolution approving and authorizing Change Order No. 1 to the contract with Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.
 - g. Resolution approving and authorizing execution of a Development Agreement with JDavis Properties, L.L.C., and approving an S-1 Zoning District site plan for the redevelopment of a building located at 6607 University Avenue.
 - h. Resolution approving and authorizing execution of an Amendment to Agreement for Private Development with BAJR Enterprises, L.L.C. relative to commencement and completion dates.
 - i. Resolution approving and adopting amendments to the City's Low Rent Housing Agency Administrative Plan.
 - j. Resolution approving and authorizing execution of an Amendment to Restrictions Agreement with Tindall Enterprises, LLC (f/n/a BlackHawk Hotel, L.L.C.), Eagle View Hospitality LC and Main Street Hotels LC relative to transfer of ownership, and approving and authorizing execution of a Subordination Agreement relative to a Forgivable Mortgage and Promissory Note, in conjunction with the Multi-Family (Rental) Unit Production - New Construction Program, Round 6.
 - k. Resolution approving and authorizing a change order to a Rehabilitation Contract with Kirvan Enterprises LLC relative to a Community Development Block Grant (CDBG) housing rehabilitation project at 1622 Clay Street.
 - l. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1509 Franklin Street relative to the Rental to Single Family Owner Conversion Incentive Program.
 - m. Resolution setting September 4, 2018 as the date of public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District.
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- I. Allow Bills and Payroll.
 - J. City Council Referrals.
 - K. City Council Updates.
 - L. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
 - M. Adjournment.

**CITY HALL
CEDAR FALLS, IOWA, AUGUST 6, 2018
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.

- 51973 - It was moved by Kruse and seconded by Wieland that the minutes of the Regular Meeting of July 16, 2018 and Special Meeting of July 23, 2018 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring August 2018 as Gastroparesis Awareness Month and Nikki Morrissey commented.

- 51974 - Controller/City Treasurer Roeding announced that Item G-2.f. was being removed from the Resolution Calendar.

- 51975 - Mayor Brown announced that in accordance with the public notice of July 20, 2018, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9. It was then moved by Wieland and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51976 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Engineer Resler commented briefly. There being no one else present wishing to speak either for or against the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

- 51977 - It was moved by Green and seconded by Miller that Resolution #21,210, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Sidewalk Assessment Project, Zone 9, be adopted. 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 Resolution #21,210 duly passed and adopted.

- 51978 - Mayor Brown announced that in accordance with the public notice of July 26, 2018, this was the time and place for a public hearing on an associated amendment to the Schematic Land Use Map by changing the designation from High Density Residential to Neighborhood Commercial/Mixed Use, and also on the proposed rezoning from R-3, Multiple Unit Residential, to C-3, High Density Commercial, of property located at 1015 & 1021 West 22nd Street. It was then moved by Wieland and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

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51979 - The Mayor then asked if there were any written objections filed to the amendment and rezoning. Upon being advised that there was one written comment on file, the Mayor then called for oral comments. Community Services Manager Howard provided a brief presentation and explanation.

The following individuals spoke opposed to the amendment and rezoning:

Tim Schilling, 3434 Tucson Drive

Eashaan Vajpeyi, Attorney with Ball, Kirk & Holm, P.C., 3831 Convair Lane

Doug Sires, 1937 College Street

Randy Chapman, 703 Union Road

The following individuals spoke in support of the amendment and rezoning:

Dan Drendel, Slingshot Architecture, 305 East Court Avenue, Des Moines, Iowa

James Kerns, 3123 Cottonwood Lane

There being no one else present wishing to speak either for or against the proposed amendment and rezoning, the Mayor declared the hearing closed and passed to the next order of business.

51980 - It was moved by Darrah and seconded by Wieland that Resolution #21,211, amending the Schematic Land Use Map, by changing the designation from High Density Residential to Neighborhood Commercial/Mixed Use, for property located at 1015 & 1021 West 22nd Street, be adopted. Following comments by Councilmembers Wieland, Blanford, Darrah and Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Blanford, Darrah, Wieland, Green. Nay: deBuhr and Kruse. Motion Carried. The Mayor then declared Resolution #21,211 duly passed and adopted.

51981 - It was moved by Darrah and seconded by Green that an ordinance amending Section 29-107 of the Code of Ordinances by removing property located at 1015 & 1021 West 22nd Street from the R-3, Multiple Unit Residential Zoning District and placing the same in the C-3, High Density Commercial Zoning District, 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, Blanford, Darrah, Wieland, Green. Nay: deBuhr and Kruse. Motion failed due to lack of receiving at least six (3/4) aye votes.

51982 - Mayor Brown announced that in accordance with the public notice of July 26, 2018, this was the time and place for a public hearing on proposed amendments to Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations. It was then moved by Miller and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

51983 - The Mayor then asked if there were any written objections filed to the proposed amendments. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner III Sturch commented briefly. There being no one else present wishing to speak either for or against the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.

- 51984 - It was moved by Blanford and seconded by Miller that Ordinance #2929, amending Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations, 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.
- 51985 - Mayor Brown announced that in accordance with the public notice of July 26, 2018, this was the time and place for a public hearing on proposed amendments to the Zoning Agreement relative to conditions of the R-4 Residential Zoning District for property described as Lots 7 & 8 of Midway Business Park. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51986 - The Mayor then asked if there were any written objections filed to the proposed amendments. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner III Sturch commented briefly. There being no one else present wishing to speak either for or against the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 51987 - It was moved by Green and seconded by Blanford that Resolution #21,212, approving and authorizing execution of a Zoning Agreement Amendment relative to property located generally on Lots 7 & 8 of the Midway Business Park Addition, be adopted. Following questions by Councilmembers deBuhr and Darrah, and responses by Community Services Manager Howard and Planner III Sturch, 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 Resolution #21,212 duly passed and adopted.
- 51988 - It was moved by Darrah and seconded by Blanford that Ordinance #2930, rezoning property located generally on Lots 7 & 8 of the Midway Business Park Addition pursuant to provisions of a Zoning Agreement associated with Ordinance #2080, which placed said property in the R-4 Residential Zoning District, 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.
- 51989 - It was moved by Miller and seconded by Green that Ordinance #2928, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, 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.
- 51990 - It was moved by Wieland and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

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Receive and file the City Council Work Session minutes of July 16, 2018.

Receive and file Departmental Monthly Reports of June 2018.

Receive and file the plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project.

Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project.

Approve the application of Western Home Communities (Flashing Thunder Fireworks) for a fireworks display permit for September 8, 2018.

Approve the following special event related requests:

- (1) Closure of a Municipal Lot located at 217 Washington Street, FondoFest Pre-Party, August 17, 2018.
- (2) Street closure, College Street, August 17-18, 2018.
- (3) Street closure, Timber Drive, August 19, 2018.
- (4) Closure of a portion of Municipal Lot G, Pear Fair, September 14-16, 2018.
- (5) Street closure, Green Creek Road, September 16, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Vintage Iron, 104 Main Street, Class B native wine - renewal.
- (2) Casey's General Store, 2425 Center Street, Class C beer & Class B native wine - renewal.
- (3) Casey's General Store, 5226 University Avenue, Class C beer & Class B native wine - renewal.
- (4) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- (5) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- (6) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
- (7) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
- (8) B & B West, 3105 Hudson Road, Class E liquor - renewal.
- (9) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- (10) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C liquor & outdoor service - change in ownership.
- (11) The Black Hawk Hotel, The Stuffed Olive, 115-119 Main Street, Class B liquor & outdoor service - new.

Motion carried unanimously.

- 51991 - It was moved by Green and seconded by Darrah to amend the Committee of the Whole minutes of July 16, 2018 to reflect correct spelling of the last name Kiani and to list the public speaker name as Mark G. Miller to differentiate from Councilmember Miller. Motion to amend carried unanimously.

It was then moved by Miller and seconded by Green to receive and file the Committee of the Whole minutes of July 16, 2018, as amended, relative to the following items:

- (1) Review Code Section 14-149 - Parking Hard Surfacing Requirements.
- (2) Levee Update.
- (3) Bills & Payroll.

Motion carried unanimously.

51992 - It was moved by Miller and seconded by Darrah that the following resolutions be introduced and adopted:

Resolution #21,213, naming official depositories for the City of Cedar Falls.

Resolution #21,214, approving and adopting the recommendation of the Community Center & Senior Services Board relative to a Community Center Rental Fee Schedule.

Resolution #21,215, approving the Pinnacle Ridge 2nd Minor Subdivision Plat, a replat of Parcels M and N, Pinnacle Ridge Minor Subdivision Plat.

Resolution #21,216, approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for construction of a restaurant on Lot 1 of East Viking Plaza Addition.

Resolution #21,217, approving and authorizing execution of a Lease with FN Investors, L.L.C. for temporary use of Lot 13, West Viking Road Industrial Park, relative to private development of adjacent property.

Resolution #21,218, approving and authorizing submission of a Resource Enhancement and Protection (REAP) Grant Application for the Clay Street Park Water Quality Improvements Project.

Resolution #21,219, approving and authorizing execution of Supplemental Agreement No. 8 with AECOM Technical Services, Inc. relative to the Downtown Levee Improvements Project.

Resolution #21,220, setting August 20, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project.

Resolution #21,221, setting August 20, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,213 through #21,221 duly passed and adopted.

51993 - It was moved by Blanford and seconded by Green that Resolution #21,222, approving and authorizing expenditure of funds for a consultant to develop concepts and cost estimates for potential improvements to Pettersen Plaza, be adopted. Following a question by Councilmember deBuhr and response by Municipal Operations and Programs Director Ripplinger, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye:

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Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,222 duly passed and adopted.

- 51994 - It was moved by Kruse and seconded by Wieland that the bills and payrolls 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.
- 51995 - It was moved by Miller and seconded by Darrah to refer to the Committee of the Whole the review of urban chickens. Following comments and questions by Councilmembers Wieland, Green and Blanford, the motion to refer carried 4-3, with deBuhr, Blanford and Wieland voting nay.
- 51996 - Councilmember Green announced the 35th Annual 'National Nite Out' on August 7, 2018, and Public Safety Services Director Olson provided a mid-year update on Public Safety statistics, showing a 3.67% decline in crime and having three additional officers on average reporting to fires.
- 51997 - It was moved by Green and seconded by Wieland to adjourn to Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51998 - Brent Dahlstrom, 5016 Samantha Circle, provided statistics of current home sales and the need for urban core growth in Cedar Falls, and requested clarification of zoning ordinances.
- Penny Poppe, 4805 South Main Street, expressed appreciation for public safety response to a recent fire in her neighborhood.
- Jeremy Sulentic, 1008 Rocklyn Street, commented on fire suppression policies and the fire that destroyed their home in 2017.
- The City Council adjourned to Executive Session at 8:02 P.M.
- Mayor Brown reconvened the Council Meeting at 9:17 P.M. and stated that Personnel Matters had been discussed but that no further action was required at this time.
- 51999 - It was moved by Miller and seconded by Kruse that the meeting be adjourned at 9:18 P.M. Motion carried unanimously.

Lisa Roeding, Controller/City Treasurer



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

MEMORANDUM

Building Inspections Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Jamie Castle, Building Official

DATE: July 30, 2018

SUBJECT: Cedar Falls Public Library Remodel
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs for the Cedar Falls Public Library Remodel.

I would recommend setting Monday, August 20, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Thursday, August 30, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by August 10, 2018. The Plans and Specifications will be ready for distribution to contractors on August 6, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves renovation and construction of a new co-lab on the 2nd floor of the Public Library. It will provide space for patrons to learn about and work on various hobby projects.

The total estimated cost for the construction of this project is \$151,000.00. The Library has been awarded a gaming grant to pay for a portion of the cost of this project.

The Plans, Specifications, and Estimate of Costs are available for your review at the City Clerk's office or the Building Division of the Community Development Department.

xc: Stephanie Houk Sheetz, Director of Community Development
Jay Robinson, Library Director
Jennifer Rodenbeck, Director of Finance and Business
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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, Civil Engineer II

DATE: August 2, 2018

SUBJECT: 2018 Seal Coat Project
City Project Number SC-000-3163
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications and Estimate of Costs and Quantities for the 2018 Seal Coat Project.

I would recommend setting Monday, August 20th, 2018 at 7:00 p.m. as the date and time for the Public Hearing on this project and Tuesday, August 28th at 2:00 p.m. as the date and time for receiving and opening bids.

This project will resurface portions of eleven (11) street sections, one (1) driveway totaling 2.80 mi., covering 38,764 S.Y.; and 16,288 S.Y. at multiple single lane drives within two (2) cemeteries and at the North Shore Boat Club. This will include the placement and compaction of the surface and placement of any required pavement markings. A detailed list of locations is included in the project specifications.

The total estimated cost for the construction of this project is \$145,122.04 with funding from the Local Option Sales Tax.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

2018 SEAL COAT PROJECT
PROJECT NO. SC-000-3163
ENGINEER'S COST ESTIMATE
8/2/2018

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Estimated Cost
1	Surface Preparation, Streets & Parks	S.Y.	47,818.86	0.35	16,736.60
2	Seal Coat, Streets	S.Y.	38,763.88	1.95	75,589.57
3	Seal Coat, Parks	S.Y.	16,287.39	2.50	40,718.48
5	Pavement Markings, Painted	STA.	50.53	80.00	4,042.40
6	Pavement Markings, Handicapped Symbols	EA.	2.00	150.00	300.00
7	Pavement Markings, Railroad Crossing Symbol Package	EA.	2.00	250.00	500.00
8	Mobilization	L.S.	1.00	3,000.00	3,000.00
9	Traffic Control	L.S.	1.00	4,235.00	4,235.00
				TOTAL:	145,122.04

FILE: G:\USERS\ENG\PROJECTS\18 Seal\Cost ESTIMATE-PRELIM-18-08-01.xls

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

ORDINANCE NO. 2928

AN ORDINANCE AMENDING SECTION 6-14, BUTCHERING OF ANIMALS PROHIBITED, IN ARTICLE I, GENERAL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SAID SECTION TO SECTION 19-15 REGARDING AREAS DESIGNATED FOR HUNTING WITHIN THE CITY LIMITS.

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

Section 1. Section 6-14, Butchering of Animals Prohibited, of Article I, in General, of Chapter 6, Animals, is hereby repealed in its entirety and a new Section 6-14, Butchering of Animals Prohibited is enacted in lieu thereof, as follows:

Sec. 6-14. – Butchering of animals prohibited.

Except as authorized in Section 19-15, no person shall within the city limits slaughter, butcher or process any animal or fowl on public property or, within the sensory perception of any person not on the same premises, on private property. Any remains must be disposed of in a sanitary manner and in accordance with the law. Field dressing by authorized hunters of animals and fowl slaughtered in the areas designated for hunting in Section 19-15 shall be allowed in those areas.

INTRODUCED: _____ July 16, 2018 _____

PASSED 1ST CONSIDERATION: _____ July 16, 2018 _____

PASSED 2ND CONSIDERATION: _____ August 6, 2018 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

Prepared By: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

ORDINANCE NO. 2929

AN ORDINANCE (1) REPEALING SECTION 29-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 29, ZONING, AND ENACTING IN LIEU THEREOF NEW SUBSECTIONS (1) AND (2), DEFINITIONS, OF SAID SECTION 29-2; AND (2) REPEALING SUBSECTION (16) OF SUBSECTION (e), PERFORMANCE STANDARDS, OF SECTION 29-156, F-F, FLOODWAY FRINGE OVERLAY DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 29, ZONING, AND ENACTING IN LIEU THEREOF A NEW SUBSECTION (16) SUBSECTION (e), PERFORMANCE STANDARDS, OF SAID SECTION 29-156; AND (3) THE DEFINITION OF BASE FLOOD ELEVATION IN SECTION 27-114 OF ARTICLE III, STORM WATER MANAGEMENT PROGRAM OF CHAPTER 27 UTILITIES AND ENACTING IN LIEU A NEW DEFINITION OF BASE FLOOD ELEVATION OF SAID SECTION 27-114, ALL 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 29-2, Definitions, of Article I, In General, of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in their entirety and new subsections (1) and (2) of said Section 29-2, is enacted in lieu thereof, as follows:

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. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

(1) General Zoning Definitions.

Access drive means a driveway or easement allowing access to a lot not having frontage upon a street.

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory

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structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

Administrator means the federal insurance administrator, to whom the secretary has delegated the administration of the program.

Alley means a public way, other than a street, 20 feet or less in width, affording a secondary means of access to abutting property.

Apartment hotel means a building containing both dwelling units and rooming units, used primarily for permanent occupancy.

Assessed value means the assessed value for general property tax purposes of a property as established by the Assessor of Black Hawk County, Iowa.

Bed and breakfast enterprises is synonymous with lodging house or guest lodging and means any building or portion thereof containing not more than five guest rooms for which compensation is received for short-term overnight lodging.

Bed and breakfast inn is synonymous with hotel, and means a lodging establishment containing six or more guest rooms.

Boardinghouse means a building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Building means all residential housing, cabins, factories, warehouses, storage sheds and other walled or roofed structures constructed for occupancy by people or animals or for storage of materials.

Building, height of means the vertical distance from grade to the highest point of any roof ridge.

Building line means a line on a plat of official record indicating the minimum distance of open space that must be maintained between the property line and any structure on the lot.

Building setback (see Yard) means the minimum required area of unobstructed open space on a lot measured from the property line.

Carport means a roofed structure providing space for the parking of motor vehicles and enclosed on not more than two sides. A carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements in this chapter.

Clinic means a building used by physicians or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

Day nursery or nursery school means any private agency, institution, establishment or place which provides supplemental parental care or educational work, other than lodging overnight, to more than 12 children.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Driveway, commercial means an improved area that is designed and intended to provide vehicular ingress and egress from a public street or public alley to and across a private property. It provides access to facilities on the private property including parking lots, garages, warehouses or business sites. Commercial driveways may cross property lines to access multiple businesses when specifically permitted by the city.

Driveway, hard surface means a paved area, as defined in article VI, of [chapter 23](#), of this Code. It does not include gravel or granular surface materials.

Driveway, residential means an improved area that is designed and intended or used to provide vehicular ingress and egress from a public street or public alley to and across a private property. Driveways shall be entirely paved with a hard surface material. Driveways may provide off-street parking for dwellings and access to garages, parking areas and parking lots, when these facilities are specifically permitted. See [section 29-179](#) for additional regulations.

Dwelling means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

Dwelling, condominium means a multiple dwelling whereby the fee title to each dwelling unit is held independently of the others.

Dwelling, multiple means a residence designed for or occupied by three or more families, with separate housekeeping and cooking facilities for each.

Dwelling, row means any one of three or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot, and separated from one another by an approved wall.

Dwelling, single-family means a detached residence designed for or occupied by one family only.

Dwelling, single-family bi-attached means a dwelling designed for or occupied by one family only which is erected on a separate lot and is joined to another such residence on one side only by a wall located on the lot line and which has yards on the remaining sides.

Dwelling, two-family means a residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.

Dwelling unit means a room or group of rooms which is arranged, designed or used as living quarters for the occupancy of one family, containing bathroom or kitchen facilities.

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Factory-built home park means a parcel or contiguous parcels of land divided into two or more factory-built housing lots for rent or sale.

Factory-built housing means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. Factory-built housing includes mobile homes, manufactured homes and modular homes and also includes park trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

Factory-built structure means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

Fair market value means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

Family means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

Family day care home means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

Floor area ratio means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

Garage, private means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

Gasoline filling station means any building or premises used for:

- (1) The retail sale of liquefied petroleum products for the propulsion of motor vehicles, including sale of such products as kerosene, fuel oil, package naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories and other items customarily associated with the sale of such products;
- (2) The rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and
- (3) The making of repairs to motor vehicles, except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs, major overhauling of engines requiring the removal of the engine cylinder head or crankcase pan, repairs to radiators requiring the removal thereof, or complete recapping or retreading of tires.

Group home means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for

handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

Guest room means a room that is intended, arranged or designed to be occupied by no more than three guests, but in which no mechanical provision is made for cooking, heating or cooling of food or beverages.

Historic structure means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of Interior or
 2. Directly by the Secretary of Interior in states without approved programs.

Home occupation means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

Hotel means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

Junkyard means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

Kennel means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

Landscape area means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

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Lot means a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are required in this chapter. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and
- (4) A parcel of land described by metes and bounds;

provided that in no case of division or combination shall any residual lot or parcel be created which does not meet the requirements of this chapter.

Lot, corner means a lot abutting upon two or more streets at their intersection.

Lot depth means the mean horizontal distance between the front and rear lot lines.

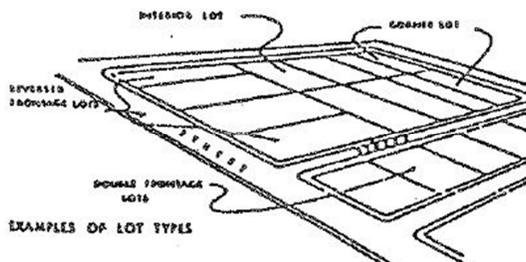
Lot, double frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot, interior means a lot other than a corner lot.

Lot lines means the lines bounding a lot.

Lot of record means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, reversed frontage means a corner lot, the side street line of which is substantially a continuation of the front line of the first platted lot to its rear.



Lot width means the width of a lot measured at the building line and at right angles to its depth.

Main body means that portion of a dwelling encompassed by the exterior walls as originally assembled or built. When a dwelling is irregularly shaped, the main body shall be construed as that portion of the structure occupying the majority of geometric bulk.

Manufactured home means a factory-built single-family structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home

Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-family detached dwelling.

Mini-storage warehouses means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized stalls or lockers for the storage of customers' goods or wares.

Mobile home means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways, and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in the state. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as manufactured homes. Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

Mobile home accessory building or structure means any awning, cabana, ramada, storage structure or carport, fence, windbreak or porch established for the use of the occupants of the mobile home on a mobile home space.

Mobile home space means a designated portion of the mobile home park designed for the accommodation of one mobile home and for its accessory buildings or structures for the exclusive use of the occupant.

Modular home means factory-built housing certified as meeting the Iowa State Building Code as applicable to modular housing. Once certified by the state, modular homes shall be subject to the same standards as site-built homes.

Nursing or convalescent home means a building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent or physically disabled or injured persons, not including insane and other mental cases, inebriates or contagious cases.

Parking area means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

Parking lot means an area improved and designated or commonly used for the parking of three or more motor vehicles.

Parking space, also Parking stall means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not

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less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Permanent storage means the volume of water which is stored upstream from a dam or in an impoundment up to the level of the principal outlet works of the structure, usually expressed in acre-feet.

Porch, unenclosed means a roofed projection which has no more than 50 percent of each outside wall area enclosed by a building or siding material other than meshed screens.

Principal use means the main use of land or structures, as distinguished from an accessory use.

Public sewer system means a municipally owned, operated and maintained sanitary sewer system.

Public water supply means a municipally owned, operated and maintained water supply.

Recreational vehicle means a vehicle built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Roominghouse means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Satellite receiving dish means a device whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources, most often comprised of an antenna/dish, a low-noise amplifier, and a coaxial cable whose purpose is to carry the signals to a receiver.

Site coverage ratio means that proportion of the lot on which buildings and outdoor storage of materials and products may be placed.

Special Exception Permit means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between the floor and the ceiling or roof next above it.

Story, half means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level.

Street line means the right-of-way line of a street.

Street, private means any private way 20 feet or more in width which is approved by the city council after recommendation by the city planning and zoning commission.

Street, public means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

Structural alterations means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Travel trailer means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

Wind energy conversion system means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

Variance means a grant of relief by a community from the terms of the zoning ordinance.

Violation means the failure of a structure, property, property use or other development to be fully compliant with City regulations.

Yard means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

Yard, front means a yard extending across the full width of the lot and measured between the front lot line and the building.

Yard, rear means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

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Yard, required means that portion of the front yard, side yard and rear yard as established by the setback requirements of the zoning district or of this chapter. It must be maintained in open, unobstructed space as measured from the property line to the required setback line except for allowable yard encroachments as outlined in [section 29-83](#). If the building structure is located at the required setback line, then the setback distance shall be measured from the property line to the foundation of the structure. Refer to Figure 1.

Yard, side means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

(2) General Floodplain Definitions.

Appurtenant Structure is a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Base Flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (See 100-year (1%) flood). This is the regulatory standard also referred to as the "100-year flood". The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal Agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs).

Base Flood Elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see "Lowest floor."

Channel means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Elevating means raising a structure or property by fill or other means to or above the minimum flood protection level.

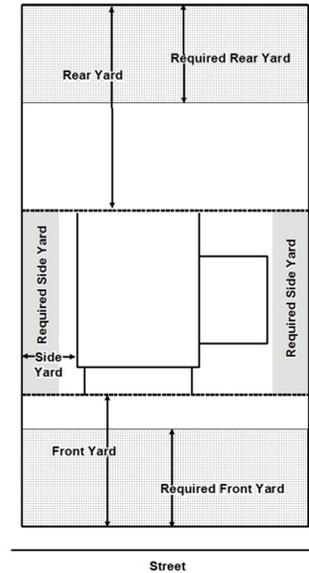


Figure 1

Encroachment limits means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

Existing Construction is any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as "existing structure".

Factory-Built Home Park or Subdivision, Existing is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

Factory-Built Home Park or Subdivision, Expansion of Existing is the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Factory-Built Home Park or Subdivision, New is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

Flood means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

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Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Floodplain Management is an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplain, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Highest Adjacent Grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods, with walls or openings that satisfy the floodway fringe performance standard pertaining to new and substantially improved structures;
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.

In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy such criteria.

New construction (new buildings, new mobile home parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

Official floodplain zoning map means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

One hundred (100) year flood means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every one hundred (100) years.

Program means the National Flood Insurance Program (NFIP).

Public damages shall consist of but not necessarily be limited to the following:

- (1) Physical flood damage to:
 - a. Streets.
 - b. Sewers.
 - c. Water mains.
 - d. Other public utilities.
 - e. Public buildings.
 - f. Bridges.
 - g. Recreational trails.
- (2) Expenditures for:
 - a. Emergency flood protection.
 - b. Evacuation and relief.
 - c. Rehabilitation and cleanup.
- (3) Losses due to:
 - a. Interruption of utilities and transportation routes.
 - b. Interruption of commerce and employment.

Public sewer system means a municipally owned, operated and maintained sanitary sewer system.

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood

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heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2%) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" and the "500-year (0.2%) flood."

Repetitive Loss includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Special Exception Permit means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

Special Flood Hazard Area (SFHA) is the land within a community subject to the base flood. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, A99, X Shaded and X Unshaded.

Start of Construction includes substantial improvement and new construction, means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date.

The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
 - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Section 2. Subsection (16) of subsection (e), Performance Standards, of Section 29-156, F-F, Floodway Fringe Overlay District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new subsection (16) of subsection (e), Performance Standards, of Section 29-156, is enacted in lieu thereof, as follows:

- (e) Performance Standards
 - (16) Detached garages, storage sheds, appurtenant structure and other similar detached accessory structures that are incidental to a residential use shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:
 - a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area. Those portions of structures located less than one foot above the (0.2%) 500-year flood level must be constructed of flood resistant materials.

Item G.2.

- b. The structures are not suitable for and shall not be used for human habitation.
- c. The structures will be designed to have low flood damage potential and shall be used solely for low damage potential purposes such as vehicle parking and limited storage.
- d. The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
- e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
- f. Structures shall be firmly anchored to prevent flotation, collapse and lateral movement.
- g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2%) 500-year flood level.

Section 3. Section 27-114, the definition of base flood elevation in Section 27-114 of Article III, Storm Water Management Program of Chapter 27 Utilities is enacted in lieu thereof, as follows:

Base flood elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event. The base flood event shall be considered to be the 500-year (0.2%) flood elevation.

INTRODUCED: _____ August 6, 2018 _____

PASSED 1ST CONSIDERATION: _____ August 6, 2018 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Preparer Information: David Sturch, Planner III, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2930

AN ORDINANCE REZONING PROPERTY LOCATED GENERALLY ON LOTS 7 & 8
OF THE MIDWAY BUSINESS PARK ADDITION, CEDAR FALLS, IOWA,
PURSUANT TO PROVISIONS OF A ZONING AGREEMENT ASSOCIATED WITH
ORDINANCE #2080, WHICH PLACED SAID PROPERTY IN THE R-4 RESIDENTIAL
ZONING DISTRICT

WHEREAS, the Zoning Agreement was approved by City Resolution No. 9798 on
December 12, 1994 on property described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 89
North, Range 13 West of the 5th P.M. in Cedar Falls, Black Hawk County, Iowa, described as
follows; Beginning 180 feet north of the Southeast corner of said Southwest Quarter; thence
North 0°16'57" West 415 feet along the East line of said Southwest Quarter; thence North
89°50' West along a line parallel to the South line of said Southwest Quarter to the East line of
Midway Addition, in the City of Cedar Falls, Black Hawk County, Iowa; thence South 0°0'20"
West to the most Southeasterly corner of Lot 36 in said Midway Addition; thence South
51°36'20" West to the most Southerly corner of said Midway Addition; thence South 38°23'40"
East 357.72 feet to the South Quarter; thence North 19°30' East a distance of 730 feet to the
point of beginning.

WHEREAS, the Zoning Agreement was a part of the rezoning of property from the R-1,
Residential Zoning District to the R-4, Residential Zoning District by Ordinance No. 2080 on
January 9, 1995; and

WHEREAS, Iowa Code 414.5, as amended, provides that a City Council may impose
reasonable conditions on granting an applicant's rezoning request, over and above existing
regulations, in order to satisfy public needs directly caused by the requested change; and

WHEREAS, the Zoning Agreement contains certain additional restrictions to address
concerns with potential traffic impacts to abutting lower density residential properties caused by
certain higher intensity uses allowed within the R-4 Residential Zoning District; and

WHEREAS, certain conditions imposed under the original agreement have been satisfied,
including the Lovejoy Drive cul-de-sac as part of the Midway 2nd Addition and the Greenhill Drive
cul-de-sac as part of the Midway Business Park Addition; and

Item G.3.

WHEREAS, the Midway Business Park Addition is not connected with a public street into the adjoining residential neighborhoods; and

WHEREAS, the traffic generated by the proposed development of Lots 7 and 8 will not interfere with the adjoining residential neighborhoods; and

WHEREAS, Owner acknowledges that certain conditions and restrictions are reasonable to address remaining issues of compatibility with the surrounding lower density residential neighborhood; and

WHEREAS, Owner has voluntarily offered to use the subject property in accordance with the terms and conditions of this Zoning Agreement, as amended herein, to address the public needs referenced above; and

WHEREAS, the Midway Business Park Addition is subject to said zoning restrictions; and

WHEREAS, First Security State Bank, is owner of Lots 7 and 8 in the Midway Business Park Addition; and

WHEREAS, the First Security State Bank proposes to amend Paragraph 2 of the Conditions contained in the Zoning Agreement for Lots 7 and 8 in the Midway Business Park Addition by amending the use of property to professional offices, nursing homes and senior assisted living facilities only.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Rezoning of Lots 7 and 8 in the Midway Business Park Addition is hereby approved pursuant to the Zoning Agreement Amendment.

INTRODUCED: _____ August 6, 2018 _____

PASSED 1ST CONSIDERATION: _____ August 6, 2018 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

August 6, 2018

The Committee of the Whole met in the Council Chambers at 6:20 p.m. on August 6, 2018, 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 and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda Downtown Ordinance revisions related to building design review. Iris Lehmann, Planner I reviewed the staff recommended changes to Section 29-168: Central Business District Overlay Zoning and Section 29-2: Definitions. She explained these sections of the code provide guidance for building, site design standards, maintenance and development within the district. She stated city staff has been working with Community Main Street to clarify the review process and provide more objectivity to the design criteria of this section. It also cleans up the language and provides a better reader friendly code. Ms. Lehmann continued by reviewing a summary of the proposed amendments including the addition of definitions for façade and storefront; existing residential buildings with up to seven units are exempted from the Planning and Zoning and City Council review process; allowing smaller front yard setbacks for new construction and improvements; the addition of building composition regulations, which include percentage of materials permitted on exterior of buildings, permitted colors of exterior; the addition of building entry regulations; and outlining the types of signs permitted in the overlay district. Council discussion was held. Mayor Brown opened it for public comment. Tim Schilling 3434 Tuscan Drive commented do not over regulate, voicing concerns with the color regulation and signage size. Frank Darrah motioned to have staff proceed with the draft ordinance as presented. David Wieland seconded the motion. The motion carried unanimously.

Mayor Brown introduced the final item on the agenda bills and payrolls. David Wieland motioned to approve the bills and payrolls as presented and Tom Blanford 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

ADMINISTRATION COMMITTEE
City Hall – Duke Young Conference Room
July 23, 2018

The Administrative Committee met in the Duke Young Conference Room of City Hall at 5:00 p.m. on July 23, 2018, with the following Committee members in attendance: Susan deBuhr (Chair), Mark Miller, Tom Blanford, Frank Darrah, David Wieland and Rob Green. City Administrator Ron Gaines, Directors Rodenbeck and Olson, Fire Chief Bostwick and City Attorney Rogers were also in attendance, along with management representative Attorney Mike Galloway and Cedar Falls Firefighters Association Local 1366 representatives Scott Dix and Jeff Danielson.

Chair deBuhr called the meeting to order and introduced the hearing to consider the appeal of an employee grievance denial. Chairperson deBuhr began the hearing by asking Firefighter Dix to explain the difference between this grievance and the grievance from 2015. Dix responded that the information presented and situation surrounding the grievance has changed significantly since 2015. Attorney Galloway referenced exhibits provided in advance of the meeting which included the ruling of a past grievance by an arbitrator in 2001 regarding firefighters being assigned the duties of rental housing inspections, and that the underlying facts of the grievances are identical. Galloway also noted that an arbitrator ruling is final and binding unless appealed to District Court, and that the ruling was never appealed in 2001, and that the City has been operating in accordance with the ruling since then. Attorney Galloway questioned why this grievance is even being filed and requested that the Committee summarily deny it. City Attorney Rogers asked if there had been any changes in the collective bargaining agreement or the job classification since the arbitrator ruling in 2001 and the grievance appeal in 2015, which was denied. Attorney Galloway responded that no changes had occurred in the bargaining agreement for the position of firefighter and that the firefighter job description contains the same type of language that the arbitrator used in the ruling. Attorney Rogers then asked Firefighter Dix if he felt that the collective bargaining agreement or job classification had changed since 2015 when the Administration Committee had denied the grievance previously, and Firefighter Dix responded that they had not changed substantially, but that the facts that the arbitrator used in the ruling have changed substantially since 2001. Attorney Rogers responded that the issue is whether the duties of a rental housing inspector are included within the firefighter job classification. Attorney Galloway responded to a question by Councilmember Miller that the increase in pay to firefighters in 2001 was not related to the rental inspection duties. Firefighter Dix commented that he does not believe that the arbitrator would rule the same given the facts today because the basis of the arbitrator's decision no longer exists, and he feels that is the substantial change. Dix also referenced a fact finding decision prior to arbitration that indicated that firefighters should be paid for these duties. City Attorney Rogers confirmed with Dix that the Administration Committee decision denying the grievance appeal in 2015 was not appealed and that arbitration was not sought. Dix argued that although the firefighter job classification had not changed, the duties did, in that until just recently, firefighters have not been performing rental inspections for many years. Attorney

Item H.1.b.

Galloway provided clarification on the fact finding that Dix referred to, and explained that fact finding was removed from the law and no longer exists, but at the time, was merely a part of the impasse procedure. Galloway further explained that fact finding is not binding and was merely a recommendation to the parties to see if they can resolve their contract, and that the fact finding report is irrelevant to this grievance hearing since the arbitrator's ruling was final and binding, which stated that the job classification incorporates the duties of minimum rental housing inspections and that firefighters can perform those duties without additional compensation, adding that management has the right to assign duties within a job classification if and when they determine appropriate.

Chair deBuhr asked for a motion to either hear the grievance or deny it based on the fact that the Administration Committee had already heard the grievance in 2015, the arbitrator's ruling has already been given, and that there have been no changes to the collective bargaining agreement or the job classification. Wieland made a motion to deny the grievance, Miller seconded the motion. Motion carried unanimously.

City Attorney Rogers indicated that a formal written decision would be forthcoming within 7 days. Rogers also noted that the fact finding exhibit referenced and provided by Firefighter Dix would become part of the record. Attorney Galloway did not object, although noting that the information was provided after the deadline.

It was moved by Darrah and seconded by Green that the meeting be adjourned. Motion carried unanimously. deBuhr adjourned the meeting at 5:13 p.m.

Minutes by Jacque Danielsen, City Clerk

MINUTES, BOARDS OF TRUSTEES, CEDAR FALLS UTILITIES

July 23, 2018

The Board of Trustees met on the above date in joint session with City Council.

The meeting was called to order at 2:00 p.m. by Chair MaraBeth K. Soneson. Present were: Trustees: MaraBeth K. Soneson, Craig A. Johnson, Pamela L. Taylor, Richard L. McAlister, and Jeffrey J. Engel. Absent: None. Others present: Steven E. Bernard, General Manager/CEO, Mayor Jim Brown, Thomas Nelson, Waterloo Courier report, and Dale Olson, customer; Council persons: Mark Miller, Susan deBuhr, Daryl Kruse, Frank Darrah, Rob Green, and David Wieland; City staff and Utility staff. Absent: Tom Blanford.

The agenda was approved as printed and distributed.

Mayor Brown expressed appreciation to both City Council and Trustees along with respective staff for their efforts in preparation of this meeting.

Ron Gaines, City Administrator, provided an overview on: tax rate and general financial information; the past year's economic development activities and new initiatives; possible Industrial Park expansions, new Tax Increment Financing (TIF) district; and an update on the Public Safety Building and Public Safety Officer (PSO) program.

General Manager Bernard provided brief overviews on: the Electric Utility's Solar Garden, renewable energy in Iowa, City road construction projects and costs for the Utilities; the Communications Utility's Connect>CF project with Cedar Falls Schools; customer satisfaction survey results; phone, cable and internet business; and overhead to underground status.

Customer Dale Olson expressed his interest in grid security, residential solar rates/incentives, and time of day electric rates. Staff will continue to monitor these topics.

The meeting adjourned at 3:53 p.m.



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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15, 2018

SUBJECT: 2018 Sidewalk Assessment Project
Project No. SW-000-3113
Bid Opening

On Tuesday, August 14th, 2018 at 2:00 p.m., bids were received and opened for the 2018 Sidewalk Assessment Project. One (1) bid was received from Feldman Concrete of Dyersville, Iowa in the amount of \$38,923.88, which is 30% above the Engineer's Estimate of \$29,884.18. Attached is a bid tab for your reference.

The lack of bidders and the bid being above the Engineers estimate is concerning; however, the Engineering Division feels it can be attributed to fewer properties spaced over a wider area than in the 2017 Sidewalk Assessment Project. As a result of these findings, the Engineering Division recommends acceptance of this low bid from Feldman Concrete in the amount of \$38,923.88. On September 4th, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

PROJECT BID TAB				CITY OF CEDAR FALLS ENGINEERING DIVISION			
PROJECT NAME: 2018 SIDEWALK ASSESSMENT PROJECT							
CITY PROJECT NUMBER: SW - 000 - 3113							
BID OPENING: August 14, 2018							
DEPARTMENT OF COMMUNITY DEVELOPMENT							
				ENGINEER'S ESTIMATE		⁽¹⁾ Feldman Concrete	
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVE SIDEWALK, P.C.C.	S.F.	3,547.20	\$1.75	\$6,207.60	\$2.25	\$7,981.20
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.F.	2,598.50	\$4.75	\$12,342.88	\$5.25	\$13,642.13
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.F.	948.70	\$5.75	\$5,455.03	\$6.50	\$6,166.55
4	TOPSOIL, FURNISH AND SPREAD	C.Y.	14.97	\$65.00	\$973.05	\$75.00	\$1,122.75
5	SEEDING, FERTILIZING AND MULCHING	S.F.	1,207.5	\$0.75	\$905.63	\$1.50	\$1,811.25
6	WATER SERVICE CURB STOP ADJUSTMENT	EACH	2.0	\$250.00	\$500.00	\$300.00	\$600.00
7	GRANULAR BACKFILL	TONS	20.0	\$25.00	\$500.00	\$30.00	\$600.00
8	TRAFFIC CONTROL	L.S.	1.0	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
				TOTAL	\$29,884.18	TOTAL	\$38,923.88



DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: August 14, 2018
Re: Special Event Related Requests

Police Operations has received the following special event related requests and recommends approval:

- (1) Street closure, West 25th Street (Annual Welcome Back Party), August 26, 2018.
- (2) Street closures, ARTapalooza, September 8, 2018.
- (3) Street closures & parking variance, Friends of Western Home Communities Annual Breakfast & Family Fun, September 8, 2018.
- (4) Street closure, West 25th Street (Military Heroes Block Party), September 22, 2018.
- (5) Street/parking lot closures & parking variances, UNI Homecoming activities, October 19-20, 2018.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 08/10/18

TO: Asst. Chief Berte

FROM: Capt. Harrenstein

SUBJECT: Road Closure/Noise Variance Request

APPROVED
[Signature]

The attached request for a noise variance and road closure is being recommended for approval. The road closure portion of the request is for the 800 block of W. 25th and would require barricades to be delivered near the intersection of 25th and College and 25th and Olive on or before 08/26/18. The noise variance is for a live band that will play on this same date from 1700-1900 hours. *Road closure is from 4-8 pm.*

Mr. David Glenn-Burns, who made the request, was advised that a \$25 barricade fee will be required and payment will need to be received the Wednesday before the event. The police department will assist by posting No Parking signs on 08/24/18. See attachment for additional information.

Capt. J. Harrenstein

Noise variance
1700-1900 hrs
APPROVED
[Signature]

Item H.1.e.



HOME PAGE



DASHBOARD



MODULES



MIKE H

HELP

REQUESTTRACKER

[VIEW SITE](#)

STATISTICS

MAIN

USERS

[BACK](#)

Block Party Request

NEW #1884

Category:

Request Type:

Priority:

Assigned To:

Last Modified: 7/30/2018
Submitted: 7/30/2018
Source: Online Form
24 149 9.133

SUBMITTER
Wesley Foundation-
David Glenn-Burns
2422 College
Street 2422 College
Street
Cedar Falls, IA 50613-
3655

CONTACT
wesley@cfu.net
(319)2664071

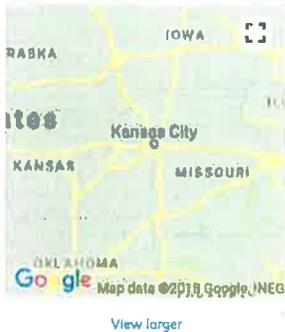
[ADD COMMENT](#)

[PRINT WORK ORDER](#)

[PRINT HISTORY](#)

[CLOSE REQUEST](#)

CC Email List



[View larger](#)

REQUEST DETAILS

▼ Hide Additional Details

Request for street closure for a block party.

Name
Wesley Foundation-David Glenn-Burns

House Number
2422 College Street

Street Name
2422 College Street

City
Cedar Falls

State
IA

Zip Code
50613-3655

Contact E-Mail address
wesley@cfu.net

Contact Phone Number (XXX)XXX-XXXX
(319)2664071

Block Party Date

Associated Requests

[ASSOCIATE](#)



HOME PAGE



08/26/2018

DASHBOARD

MODULES



MIKE H

HELP

Block Party Time

4-8pm

Which street and block number (Example: 400 block of West 2nd St)

west side of 25th street between College & Olive

Number of people expected

200

Noise expectations

Live band

Additional comments or questions

19th Annual Welcome Back Party. We only wish to block off the area to the west of our parking lot, on both sides of the street, so all other local residents have access to their parking areas. It will block 7-8 cars on the north and south sides of the street for the 4 hour block of time.

HISTORY TRAIL

Mike Hayes

8/1/2018 11:27 AM

INSERT CANNED RESPONSE

SAVE & PUBLISH

[Empty text input field]

SAVE

This comment is only viewable internally

Browse...

Convert to PDF



For security reasons, anonymous users will not be sent attachment links or be able to view them.

8-26-18
4-8 PM



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 081218

TO: AC Berte
FROM: Captain Sitzmann
SUBJECT: ARTapalooza

APPROVED
[Signature]

AC Berte,
Community Main St has requested a parking variance and road closure on September 8th from 6Am until 5PM for their annual ARTapalooza. The specific streets are listed on the attached letter.

This is an annual event and very popular with the public. This request has been granted in the past and we have seen no problems associated with it. Staff at Community Main St always assists with barricades and contact the on duty supervisor with questions or concerns.

I recommend approving the request as we have in the past. Arrangements for barricades will be made with our Public Works Department and member of our agency will post the needed 'No Parking' signs.

Item H.1.e.



206 Main Street, Suite B
Cedar Falls, IA 50613

Phone: 319-277-0213
cmsinfo@cfu.net
www.communitymainstreet.org

May 29, 2018

**2017-2018
Board of Directors:**

LeaAnn Saul - Chair
Ty Kimble
Dan Lynch
Crystal Ford
Jess Marsh
Audrey Dodd
Matt Dunning
Wynette Froehner
Amy Mohr
Clark Rickard
Stephanie Sheetz
Julie Shimek
Brad Strouse
Pam Taylor
Dawn Wilson

Chief Jeff Olson
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Dear Chief Olson,

On behalf of Community Main Street and the ARTapalooza on Main Committee, I am requesting the closure of Main Street from 1st Street to 4th Street for our 13th annual ARTapalooza on Main event on Saturday, September 8th in downtown Cedar Falls. We are requesting the closure from 6am until 5pm.

We are also requesting the closure of 2nd and 3rd Streets from Main Street to the alleys on both the East and West sides of Main Street for the duration of the event. We would also like to request that you post "No Parking from 6AM-5:00PM" signs on Main Street in the 100, 200 and 300 blocks and in the closed off portions of Second and Third Streets as well.

We appreciate your consideration on this request. If you have any questions or concerns, please do not hesitate to give me a call.

Best regards,

Carol Lilly
Director
Community Main Street

Kim Bear
Events and Promotions Coordinator
Community Main Street



Street Closures ARTapalooza 2017

1st St.

Main St.

2nd St.

PORTA POTTIES
3rd St.

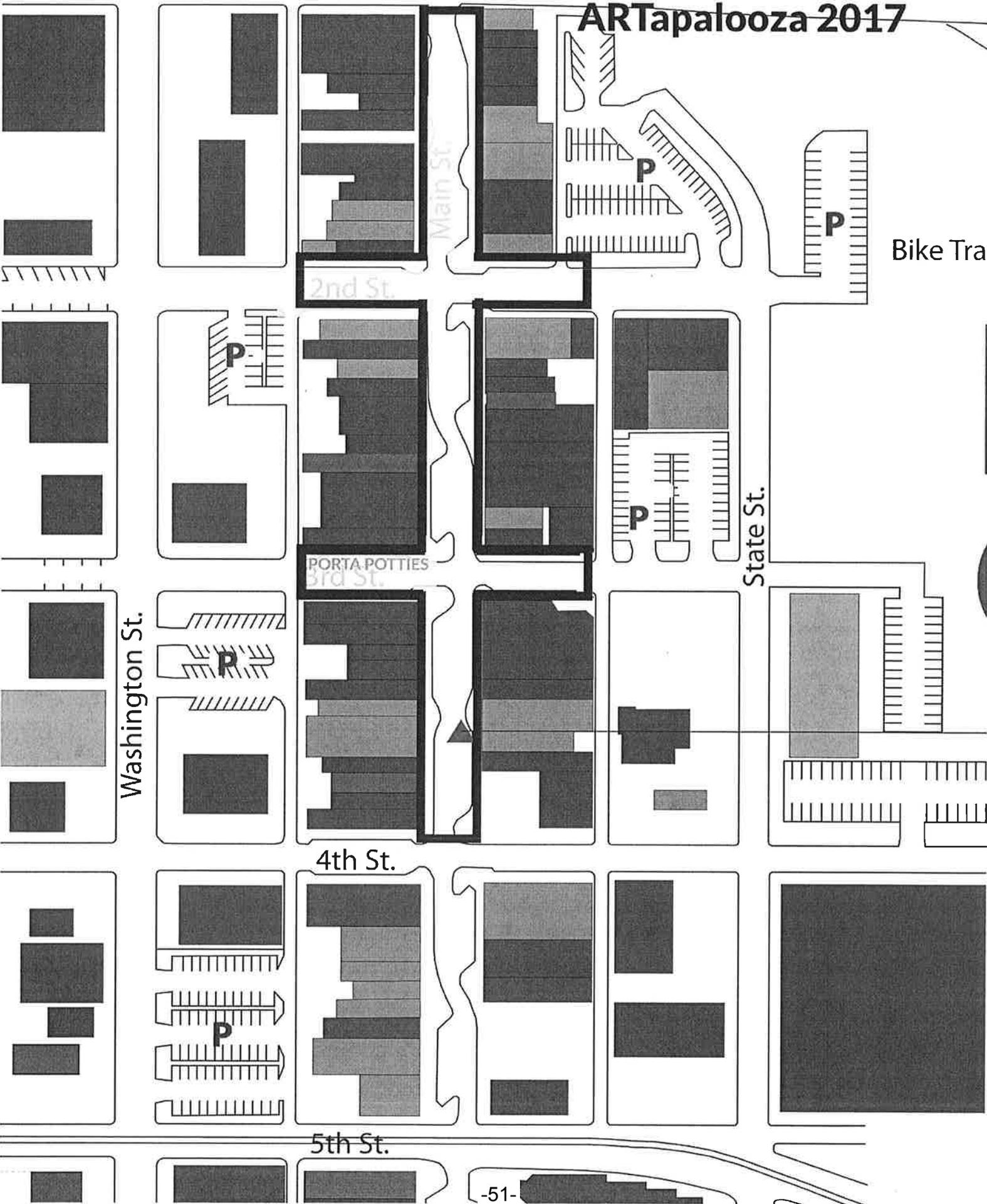
State St.

Washington St.

4th St.

5th St.

Bike Tra





WesternHome
communities

- NOISE VARIANCE 6-8 PM - APPROVED
- PARKING RESTRICTION -
ROAD CLOSURES - APPROVED

8-6-18

MEMO

To: Jeff Olson

Director of Public Safety

City Of Cedar Falls

On Saturday September 8, 2018 the Western Home Communities will be hosting an annual celebration on our South campus. This event begin with our FRIENDS breakfast at 7am and will conclude with fireworks on site at 10:00pm. This event will be attended by staff and WHC residents. We expect a small percentage of CF citizens may attend as well. As in years past we are requesting the following variances.

Noise variance for Checker and the Blue Tones from 6pm-8pm Sat. Sept. 8

Prairie View Dr. street closure from Prairie Pkwy. west to Caraway Lane (starting 7pm)

Sweet Basil Lane and Shooting Star closure at Prairie View Dr. (starting 7pm)

No parking on the West side of Caraway Lane from Shooting Star Way to Prairie View Dr. (all day Saturday)

- We would like 10-15 no parking signs
- 6-8 road barricades
- 20-30 road cones

5307 Caraway Lane Cedar Falls, Iowa 50613 Phone: (319)277-2141
www.westernhomecommunities.org

Item H.1.e.

- We would like 10-15 no parking signs
- 6-8 road barricades
- 20-30 road cones

I will have staff on hand for the event and will put out and take down road closures and post no parking signs for this event.

Thank you for your consideration into this manner,

Mark Abernathy

mark.abernathy@westernhome.org

319-290-3427



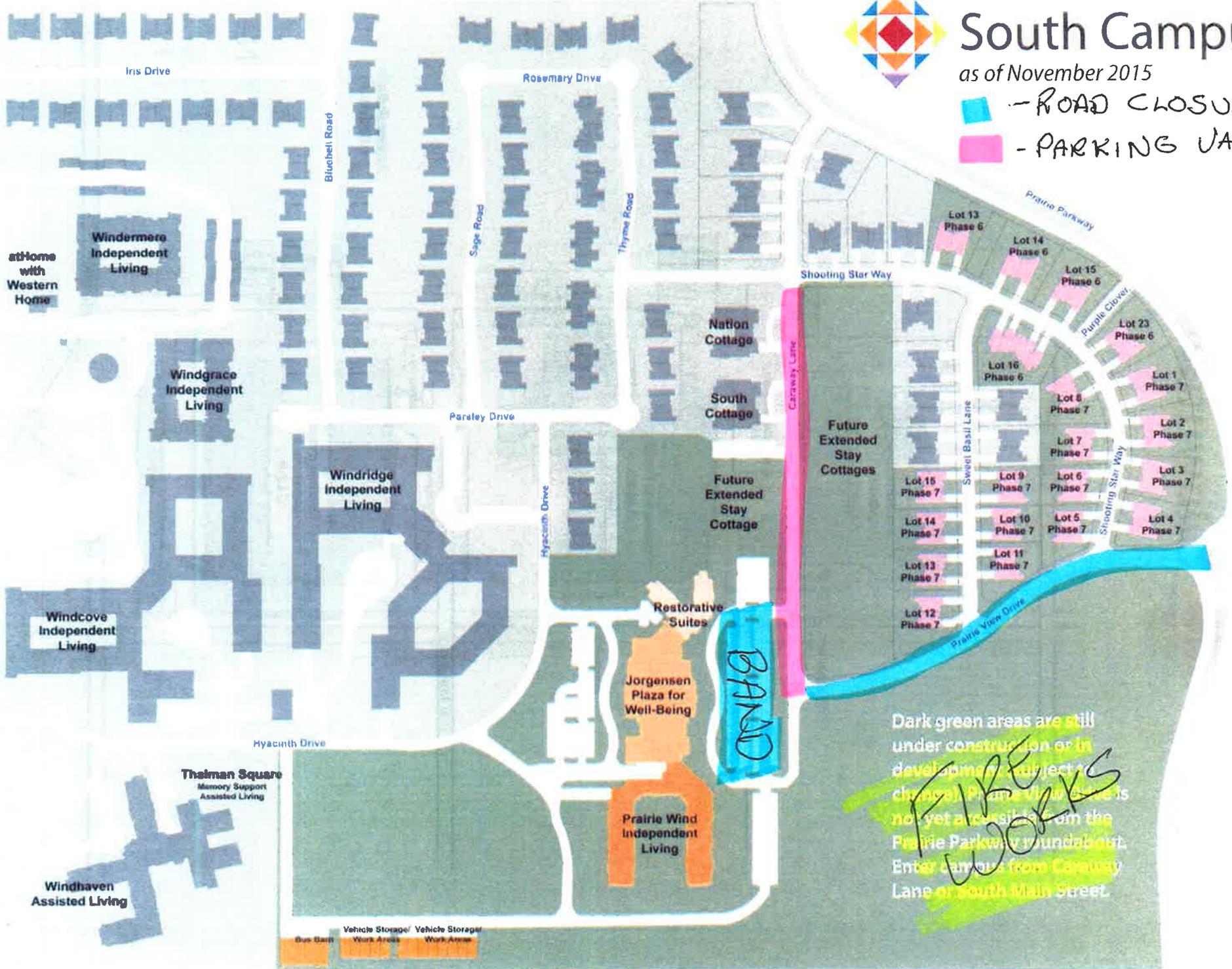
South Campus

as of November 2015

 - ROAD CLOSURE

 - PARKING VARIANCE

South Main Street -55-



Dark green areas are still under construction or in developing project (change) Phase 7 of this is no yet a access on the Prairie Parkway roundabout. Enter campus from Caraway Lane or South Main Street.

Item H.1.e.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 08/04/2018

Approved
- noise variance
- road closure
[Signature]

TO: Asst Chief Berte

FROM: Lt Dan Brown

SUBJECT: Noise Variance/Road Closure Request

This memo is in regards to the request that you sent to shift for review and recommendation for the Military Heroes Block Party for Charity. The event is scheduled for September 22, 2018 and will run from 1600-1900 hrs at 2504 College St. They will be grilling food and have live music. The proceeds will be donated to the Military Heroes Campaign. They are expecting approximately 200-250 people to attend during the event.

The road closure they are requesting is the 800 blk W 25th St and they would like it to be closed from 1500-2000 hrs to allow for set-up and tear down of the event. The contact person for the event is Seth Hill-Anderson (hillans@uni.edu 712-240-0626).

With the hours they are requesting, the music shouldn't create any problems for the surrounding neighborhood and the street closure will impact a minimal number of persons. I advised him that any complaints would be investigated and the music could be shut down if warranted, even with a variance in place. This request will require barricades at either end of the block to ensure safety of attendees.

Based on the information provided, I would recommend approval of this request. If the approval is given, Hill-Anderson will need to be contacted in regards to paying the barricade fees.

Item H.1.e.

Craig Berte

From: Dan Brown
Sent: Saturday, August 4, 2018 4:17 PM
To: Craig Berte; Jeff Harrenstein
Cc: Kelli Yates
Subject: RE: Block party and noise variance request
Attachments: Military Hero Event.doc

Craig,
I made contact with this subject and have attached a memo regarding the submission of the request to council. Any questions, let me know. Thanks.
Dan

From: Craig Berte
Sent: Thursday, August 02, 2018 1:56 PM
To: Jeff Harrenstein
Cc: Dan Brown; Kelli Yates
Subject: Block party and noise variance request

Jeff,

Can you please talk to this guy and complete a memo for a street closure and noise variance request. I know he had this event last year but I do not recall if there were noise issues or not? I kinda think there might have been but am I confusing this with the rap-concert at Seerley Park?

From: Seth Hill-Anderson [<mailto:hillans@uni.edu>]
Sent: Thursday, July 26, 2018 2:19 PM
To: Craig Berte
Subject: Re:

My apologies, the date of the event will actually be on Saturday, September 22nd, 2018.

Thank you and best regards,

Seth Hill-Anderson

On Wed, Jul 25, 2018 at 6:47 PM Seth Hill-Anderson <hillans@uni.edu> wrote:

Dear Craig Berte,

My name is Seth Hill-Anderson and I am the Philanthropy Chair of the Kappa Sigma Fraternity at UNI. Last September we hosted the Military Heroes Block Party for Charity on our front lawn at 2504 College Street in Cedar Falls. The event featured live music and a grill-out, and raised over \$3,000 for the Military Heroes Campaign. This year, we are proud to be hosting the Second Annual Military Heroes Block Party on September 15th! I am messaging you today to request a Noise Variance Permit with the City of Cedar Falls as well as a road closure for the event.

- The noise variance will be for the live band we will have performing at the event. We are expecting between 200-250 attendees this year.

- The road closure will be to contain the event and prevent outside traffic from entering **Item H.1.e.** space. The road we are requesting to be closed is the 2500 block between College Street and Olive Street in Cedar Falls.

We are looking forward to hosting this event again, and can't wait for the opportunity to give back to the local community and the troops fighting for our freedom!

Thank you, and best regards,

Seth Hill-Anderson

P.S. I am new to this position, and am trying to piece everything together for this event, so if you need any further information from me, let me know at your earliest convenience! My email is hillans@uni.edu, otherwise you can call me directly at 712-240-0626!

--

Seth W. Hill-Anderson

Vice President

Kappa Sigma - Mu-Upsilon Chapter

University of Northern Iowa

VP of Administration

Interfraternity Council

University of Northern Iowa

--

Seth W. Hill-Anderson

Vice President

Kappa Sigma - Mu-Upsilon Chapter

University of Northern Iowa

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Interfraternity Council

University of Northern Iowa

[NOTICE: This message originated outside of the City Of Cedar Falls mail system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 08/06/2018TO: Director Jeff OlsonFROM: Lt. Dennis O'NeillSUBJECT: 2018 UNI Homecoming Road Closures

Two handwritten signatures are present. The first signature is written vertically and appears to be 'Approved'. The second signature is written horizontally and appears to be 'D. O'Neill'.

For the 2018 UNI Homecoming event, which will be held October 19th and 20th, I recommend the following streets for closure and/or no parking:

Road closure for the 2200 block of College Street on Friday, October 19th and Saturday, October 20th from 10:00 PM until the event concludes at or about 4:00 AM. Type III barricades will be placed at the top and bottom of College Street, thus closing the 2200 block.

Road closure for the 800 block of West 23rd Street on Friday, October 19th and Saturday, October 20th from 8:00 PM until the event concludes at or about 4:00 AM. A single barricade will be used at West 23rd Street and Olive Street, thus closing the street. This area will be used as police parking because our command post for the College Hill will be at the College Hill Partnership Office located in 'O' lot, formerly the 800 block of West 23rd Street.

Northbound traffic on College Street at West 23rd Street will be allowed to make a left hand turn only onto West 23rd Street and the northbound lane will be **coned off** to show that left hand turns are only permitted.

No parking will be allowed in the 2200 block of College Street on these dates from 8:00 PM until the following morning at 6:00 AM.

No parking will be allowed in the 900 block of West 23rd Street on these dates from 8:00 PM until 6:00 AM the following morning. This will allow for safe turning for northbound traffic off College Street onto West 23rd Street.

Item H.1.e.

No parking in the lower portion of Municipal Parking Lot G, located at West 22nd and College Streets on both nights from 8:00 PM until 6:00 AM. This lot will be barricaded off at the west end each night at 8:00 PM and opened once the event concludes every night. This area will be used for the staging of Sartori Paramedics and the Cedar Falls Fire Department.

No parking in the 800 block of West 22nd Street on both nights from 8:00 PM until 6:00 AM. This is to allow traffic to flow more smoothly at this intersection. It will also allow for emergency vehicle access.

No parking requests may change due to request from UNI for any events that they may have planned.

Respectfully Submitted,



Lt. Dennis O'Neill



CEDAR FALLS POLICE DEPARTMENT

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

Approved
[Signature]



MEMORANDUM

To: Director Olson
From: Lieutenant Heuer
Date: 08/05/2018
Re: Road Closure Request

The UNI Homecoming Parade Committee is planning the annual parade on Saturday, October 20, 2018. The parade will begin on UNI campus and then continue south onto College St. and west onto W 23rd St. The committee is requesting that the intersection of Hudson Rd and W 23rd is blocked off beginning at 0700 on October 20th. The committee requests the closure of College St from W 26th to W 23rd. Further, they request the closure of W23rd from College to Hudson Rd and also the intersection of Campus and University.

This will require the delivery of barricades to each of the intersections along the parade route. "No Parking" signs will also need to be printed and posted for the road closure 48 hours prior to this event.

I recommend approval of this event.

Lt. Brooke Heuer
CFPD

Item H.1.e.

Director of Public Safety/Chief Jeff Olson
Cedar Falls Police Department
202 Clay Street
Cedar Falls, IA 50613

THERE'S NO PLACE LIKE



June 29, 2018

Dear Chief Olson:

We are writing this letter in regards to the UNI Homecoming Parade to be held on Saturday, October 20, 2018. After the great success of the parade last year, we are excited for this year's event.

We are planning to stage the parade in the Gilchrist A parking lot and Gallagher Bluedorn parking lot on the UNI Campus. We are requesting the intersection of Hudson Rd and 23rd St to be blocked off at 7 A.M. the morning of the parade. We also request your assistance in placing the "No Parking" cardboard street signs stakes used along the streets.

The route will proceed on UNI campus via Campus St., Dakota St., and 26th St. The entries will turn south on College St. and then West on 23rd St. The majority of the parade will end at the Campbell B parking lot at the corner of 23rd St. and Hudson Rd. The smaller entries (golf carts, walkers, small motorized vehicles) will have an option to continue through inner campus (See attached map). We are asking for the following streets/intersections to be blocked off for the parade.

- College St. and W 26th St.
- College St. and W 23rd St.
- College St and W. Seerley Blvd
- College St and W 25th St
- College St and W 26th St
- W 23rd and Merner Ave.
- W 23rd St and Campus St.
- Campus St and University Ave.

If you would like a representative of the Parade Committee to attend the City Council meeting at which this request will be made, that can be arranged. If you have any questions please contact Shelby Schroeder, schrosaf@uni.edu.

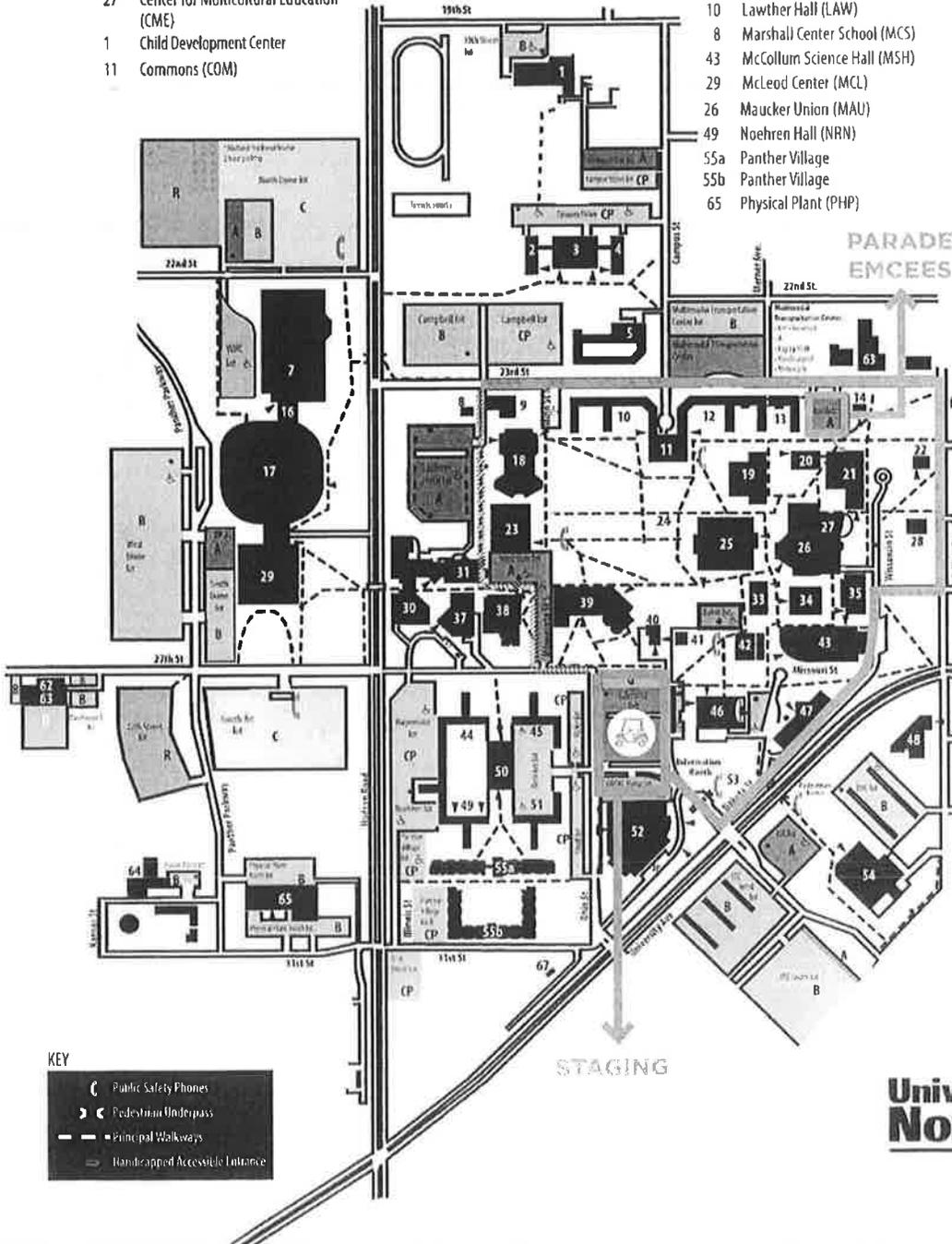
Sincerely,

Stacy Davis
Police Officer
University of Northern Iowa Police Division
Homecoming Public Safety Liaison

2018 PARADE ROUTE

Alphabetical Order of Buildings

- | | | | |
|---|---|--|---|
| 14 Alumni House/1012 W. 23rd St. (H-33) | 31 Communication Arts Center (CAC) | 42 Greenhouse (GNH) | 64 Power Plant (PPL) |
| 6 Athletic Fields | 36 Continuing Education/ | 44 Hagemann Hall (HAG) | 28 President's Home |
| 12 Bartlett Hall (BAR) | 39 Curris Business Building (CBB) | 58 Hillside Courts (HSC) | 41 Psychology #1 |
| 20 Begeman Hall (PHY) | 4 Dancer Hall (DAN) | 22 Honors Cottage /2401 College St. (EMC) | 50 Redeker Center (RDC) |
| 2 Bender Hall (BEN) | 13 East Bartlett (SSC) | 54 Industrial Technology Center (ITC) | 60 Residence On The Hill Complex (ROTH) |
| 48 Biology Research Complex (BRC) | 67 Environmental Health and Safety Building/8628 University Ave. (H-26) | 19 Innovative Teaching Technology Center (ITT) | 16 Richard O. Jacobson Human Performance Center (HPC) |
| 57 Business & Community Services (BCS) | 40 Facilities /2601 Campus St. (A-2) | 59 Jennings Courts (JCT) | 45 Rider Hall (RID) |
| 24 Campanile | 52 Gallagher-Bluedorn Performing Arts Center (GBPAC) | 30 Kamerick Art Building (KAM) | 25 Rod Library (LIB) |
| 5 Campbell Hall (CAM) | 46 Gilchrist Hall (GIL) | 21 Lang Hall (LNG) | 38 Russell Hall (RSL) |
| 56 Center for Energy and Environmental Education (CEEE) | | 47 Latham Hall (LAT) | 34 Sabin Hall (SAB) |
| 27 Center for Multicultural Education (CME) | | 10 Lawther Hall (LAW) | 18 Schindler Education Center (SEC) |
| 1 Child Development Center | | 8 Marshall Center School (MCS) | 35 Seerley Hall (SRL) |
| 11 Commons (COM) | | 43 McCollum Science Hall (MSH) | 51 Shull Hall (SHU) |
| | | 29 McLeod Center (MCL) | 37 Strayer-Wood Theatre (SWT) |
| | | 26 Maucker Union (MAU) | 9 Student Health Center (SHC) |
| | | 49 Noehren Hall (NRN) | 63 Tallgrass Prairie Center (NRV) |
| | | 55a Panther Village | 3 Towers Center (TOW) |
| | | 55b Panther Village | 17 UNI-Dome (DOM) |
| | | 65 Physical Plant (PHP) | 61 University Apartments Office (UAP) |
| | | | 63 UNI Bookstore |
| | | | 53 Visitor Information Center (VIC) |
| | | | 62 Warehouse 1 (WH1) |
| | | | 7 Wellness/Recreation Center (WRC) |
| | | | 23 West Gymnasium (WST) |
| | | | 33 Wright Hall (WRT) |
| | | | 15 2304 College Street |



PARADE ROUTE

STUDENT ORGANIZATIONS THAT BUILD FLOATS WITH UNIVERSITY-PROVIDED GOLF CARTS WILL RETURN TO THE STAGING AREA FOLLOWING THE PARADE

KEY

- Public Safety Phones
- Pedestrian Underpass
- Principal Walkways
- Handicapped Accessible Entrance





DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: August 16, 2018
Re: Beer/Liquor License Applications

Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- (1) Main Street Sweets, 210 Main Street, Class B native wine - renewal.
- (2) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- (3) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
- (4) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor - renewal.
- (5) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- (6) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor – change in ownership.
- (7) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor – adding outdoor service.
- (8) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (August 25-26, 2018)



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: August 13, 2018
Re: 2018-2019 Edward Byrne JAG Grant

Attached is the 2018-2019 Edward Byrne JAG Grant Memorandum of Understanding (MOU) with Waterloo and Black Hawk County. The JAG Grant provides funding to the Tri-County Drug Task Force in which we are a member. This MOU allows for the distribution of these funds to the three entities. The total grant amount is \$73,914.00 of which Cedar Falls will receive \$14,781.60. These funds are used to support the task force of which a portion of these funds reimburse Cedar Falls for payroll expenses.

I recommend approval of this agreement.

MEMORANDUM OF UNDERSTANDING

Between

City of Waterloo

City of Cedar Falls and

Black Hawk County, Iowa

This Agreement is made and entered into this 8th day of August 2018 by and between City of Waterloo, Iowa, City of Cedar Falls, Iowa, and Black Hawk County, Iowa.

1. Funds have been allocated by the 2018-2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Solicitation for the cities of Waterloo, Cedar Falls and the County of Black Hawk in the amount of Seventy three Thousand nine hundred and fourteen dollars. (\$73,914.00) It is mutually agreed that Waterloo Police Chief Daniel Trelka, Cedar Falls Police Chief Jeff Olson, and Black Hawk County Sheriff Tony Thompson have been designated as representatives for their respective governing bodies.
2. All parties agree that the JAG Grant will be used for narcotics enforcement, gun violence, gang activity, other criminal activity and the investigation and prosecution of criminal cases. The funds shall be allocated as follows:
 - A. Forty four thousand three hundred fifty dollars and eighty cents (\$44,350.80) for personnel costs for the Waterloo Police Department. \$28,105.80 will be used to pay salary and benefits not funded through the 2018-2019 State of Iowa Byrne Justice Assistance Grant.
 - B. Fourteen thousand seven hundred eighty one dollars and sixty cents (\$14,781.60) for personnel costs for the Cedar Falls Police Department. \$8,481.60 of this will be used to pay salary and benefits not funded through the 2018-2019 State of Iowa Byrne Justice Assistance Grant.
 - C. Fourteen Thousand seven hundred eighty one dollars and sixty cents (\$14,781.60) for personnel costs for the Black Hawk County Sheriff. \$8,481.60 of this will be used to pay salary and benefits not funded through the 2018-2019 State of Iowa Byrne Justice Assistance Grant.
3. All parties hereto agree that the Waterloo Police Department shall be the administrator for this Grant and that said Department will follow generally accepted accounting principles to appropriately record revenue and expenses for this grant.
4. All parties to this Agreement agree that they will follow the regulations for the receipt and administration of these funds promulgated by the Justice Assistance Grant administrators.
5. Nothing in the performance of this Agreement shall impose any liability for claims against Black Hawk County other than claims for which liability may be imposed by the Iowa State Tort Claims Act.
6. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Waterloo or the City of Cedar Falls other than claims for which liability may be imposed by the Municipal Tort Claims Act.
7. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Item H.2.a.

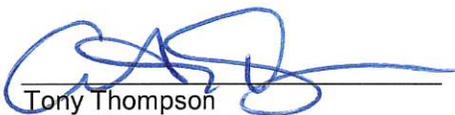
8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

9. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.



Daniel J. Trelka
Chief of Police
City of Waterloo, Iowa

Jeff Olson
Chief of Police
City of Cedar Falls, Iowa



Tony Thompson
Black Hawk County Sherriff
Black Hawk County, Iowa



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

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 Heath, Public Works/Parks Division Manager
DATE: August 10, 2018
SUBJECT: Custodial Services Agreement

Attached is the Custodial Services Contract for city buildings which is due for renewal on September 1, 2018. TC Cleaning recently completed the first year of contract service which is renewable for up to a three (3) year period.

Over the first year of contracted service, TC Cleaning has performed janitorial duties adequately and have responded positively to requests for additional cleaning and complaints. Although not perfect, overall, staff has been satisfied with their performance.

TC Cleaning is requesting a 7.4% increase over the first year contract cost to cover labor, benefit and staffing adjustments. This equates to a monthly increase of \$1,284.92 which is fully funded for FY19. The annual amount proposed by TC Cleaning remains 13% lower than the second lowest bid received during the original bid process back in July 2017. All other terms of the original contract will remain the same. If approved, this extension will be good for the period of September 1, 2018 through August 31, 2019.

It is the recommendation of Municipal Operations and Programs that an extension of the Custodial Services contract be executed with TC Cleaning to include a 7.4% increase for providing cleaning service of city buildings for FY19/20.

If you have questions or comments please feel free to contact me.

CC: Mark Ripplinger, Director of Municipal Operations and Programs
Att.

Item H.2.b.

**AGREEMENT FOR CUSTODIAL SERVICES
Public Buildings
Cleaning Contract
First Year Extension FY19**

The City of Cedar Falls, Iowa, hereinafter called City; hereby extends the custodial services contract, submitted by TC Cleaning, Inc., hereinafter called TC Cleaning, upon the following terms and conditions:

1. TC Cleaning shall provide all labor, chemicals and equipment necessary to perform the services as described in the Building Information and Cleaning Requirements which pages are attached hereto.
2. TC Cleaning shall be paid in accordance with the Cleaning Proposal Document for the duration of this agreement, beginning Sept. 1, 2018 and ending August 31, 2019.
3. TC Cleaning shall comply with all the requirements of the Building Information and Cleaning Requirements, for all buildings, a copy of all of which is attached to this Agreement.
4. The City reserves the right to cancel this agreement at any time by giving TC Cleaning a ninety (90) days advance written notice. TC Cleaning reserves the right to cancel this agreement at any time by giving the City ninety (90) days advanced written notice.
5. This agreement is for a period not to exceed twelve (12) months. This agreement may be extended on an annual basis for a period not to exceed three (3) years, if mutually agreed upon by both parties.

Dated this 10th day of August, 2018.

APPROVED:

TC Cleaning, Inc

Camille Wagner
By: (Signature)

Vice President
Title

8/10/18
Date

City of Cedar Falls, Iowa

James P. Brown, Mayor

Jacque Danielsen, CMC, City Clerk

**City of Cedar Falls Public Buildings
Request for Cleaning Services**

The City of Cedar Falls is seeking proposals for custodial services to be performed at the following public buildings;

Visitor's & Tourism Building, 6510 Hudson Rd.

City Hall, 220 Clay St.

Public Library/Community Center, 524 Main St.

Public Works/Parks Complex, 2200 Technology Parkway.

Hearst Center for the Arts, 304 W. Seerley Blvd.

Recreation Center, 110 East 13th Street

Island Park Beach House, 218 Center St. (provide as an alternate)

All proposals must meet the following requirements;

The City of Cedar Falls shall supply paper products (toilet tissue, facial tissue, dispenser towels, hand soap, trash can liners, air fresheners and replacement batteries). The contractor must notify the Building Maintenance Supervisor of any supplies needed and allow one-week for ordering and delivery.

The City of Cedar Falls may supply specialty floor cleaning equipment, burnisher, and janitorial carts. The city will maintain and make needed repairs to this equipment due to normal daily use. If damage is caused by the contractor due to misuse or negligence, the contractor will be responsible for reimbursement of the cost of repairs. Proposers will be asked to provide alternate pricing for buildings that require mechanical equipment.

Contractor shall be responsible to report all damage, security problems, mechanical, plumbing or electrical issues, and other conditions that require attention to the City's building maintenance supervisor within twenty-four hours.

The contractor shall provide all chemicals for cleaning along with the proper MSDS/SDS documents for each chemical, which are to be kept on site. The contractor will provide all needed equipment in good working condition such as vacuums, buffers, mops, and other equipment needed to complete their work that has not otherwise been provided by the City. All equipment that belongs to the contractor must be clearly identified with the company name. Vacuums stored on site identified to be the property of the City of Cedar Falls are for the use of City staff and should not be used by the contractor. Storage space will be provided for

Item H.2.b.

the equipment and the contractor is expected to keep a clean and organized work area (all paper products are to be stored above chemicals).

Monthly inspections of the facility will be completed by the City's building maintenance supervisor and a management representative of the Contractor.

Contractor will be subject to afterhours call back at no additional charge to the City when necessary to correct non performance of cleaning requirements.

Contracted employees shall take rest or meal breaks in designated break areas. Doing so at a city employee desk or workstation is prohibited. A designated phone shall be used by contracted employees to check in or out with a supervisor. Any other use of City or city employee's personal property is strictly prohibited.

The City of Cedar Falls requires a background check to be completed by the Cedar Falls Police Department of any person(s) employed by the contractor before they may work in any City building(s). The contractor will be required to provide the Building Maintenance Supervisor with the employee name, social security number and date of birth for the purpose of the background check. An employee of the contractor will not be approved to work in a City building for reasons including, but not limited to, the following: any theft or felony charges, three or more misdemeanors in three years, and two or more drug violation in four years.

Contractor shall meet all insurance requirements as listed in Exhibit "A" (attached)

Contractors will provide Worker's Compensation Insurance.

Building Information and Cleaning Requirements

Visitor's and Tourism Center

The building is approximately 4000 sq./ft. of floor space and has a variety of surfaces including: carpet, vinyl tile, ceramic tile, and concrete (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- Five days per week primary service on Monday through Friday nights.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Floor refinishing, each time performed (may require twice a year service).
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Vacuum all carpets and mats.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Sweep and mop floors.
- Check and clean all areas for dust, debris, and stains.
- Dust HVAC vents routinely.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.
- Clean and polish wood trim as needed.
- Clean and polish vinyl base as needed.
- Clean interior glass as needed.
- Clean out metal track for glass doors.
- Wipe down chair legs as needed.

Kitchen:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, floors, and sinks.

Item H.2.b.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.

Meeting/Reception Area:

- Clean tables, chairs, work areas, doors, floors, ledges, and walls.

Vinyl Tile & Concrete Care:

- Refinish flooring annually with two or three coats.

City Equipment Used; Janitorial Cart

The Tourism Center occasionally rents out partial areas or the entire building. Prior notice will be given with instructions if hours change or specific areas of the building will not be accessible to the contractor.

City Hall

The building is approximately 38,160 sq. /ft. and has a variety of surfaces including: carpet, VCT, ceramic tile, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires burnishing of VCT and polished concrete quarterly).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements**Primary Service:**

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, VCT and stairwells.
- Wet mop ceramic tile and stairwells.
- Run a mechanical floor scrubber over all VCT and cement flooring.
- Edge mop where floor machine is unable to reach.
- Vacuum all mats, and carpet in lobby.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish desks and counters.
- Dust computers and keyboards.
- Clean chair legs.
- Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

Restrooms/Locker Rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Wet mop flooring.
- Vacuum carpeting on benches.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

Item H.2.b.

Secondary Service:

Weekly:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Maintain floor drains.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.

City Equipment Used: Janitorial Carts, Clarke auto scrubber, Euroclean burnisher

Public Library

The building is approximately 45,000 sq./ft. of floor space and has a variety of surfaces including: carpet, VCT, and ceramic tile.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary, secondary requirement and limited service .
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Sunday through Thursday nights between the hours of 10 p.m.-6 a.m. Limited service Friday night between the hours of 10 p.m.-6 a.m.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place in designated area.
- Sweep and wet mop, ceramic tile, VCT.
- Vacuum all mats, and carpeting.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish tables, workstations and desk systems.
- Dust computer and keyboards.
- Clean and polish sinks and counter tops.
- Remove any spots or soil from walls.

Restrooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

Offices, Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.

Item H.2.b.

- Clean chairs and legs as needed.
- Clean kitchenette areas.

Elevator:

- Vacuum out tracks.
- Wipe down doors and walls.

Secondary Service:

Weekly:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean display case glass.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean interior windows and frames as needed.
- Dust book shelving.
- Maintain floor drains.

Limited Service:

Friday:

- Clean restrooms and restock paper and soap products.
- Empty trash/recycling containers.
- Check entire facility for areas that need trash picked up or require attention.

City Equipment Used: Janitorial Carts, Minuteman floor scrubber, Euroclean burnisher, Advance floor sweeper

Community Center

The building is approximately 5000 sq./ft. of floor space and has a variety of surfaces including: wood flooring, carpet, vinyl tile, ceramic tile, and concrete (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- Five days per week primary service on Sunday, Monday, Tuesday, Wednesday, and Friday nights after 10:00 p.m.
- Floor refinishing, each time performed (may require twice a year service).
- Additional cleaning due to special events or adverse weather.

Custodial Requirements**Primary Service:****Entire Building:**

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Vacuum all carpets and mats.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Sweep and mop floors.
- Check and clean all areas for dust, debris, and stains.
- Dust HVAC vents routinely.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.
- Clean and polish wood trim as needed.
- Clean and polish vinyl base as needed.
- Remove chalk marks from wall in billiards room.
- Clean interior glass as needed.
- Wipe down chair legs as needed.

Kitchen/Pantry:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, and sinks.
- Polish stainless steel surfaces.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, partitions and walls.
- Polish stainless steel surfaces.
- Check air freshener dispensers and replace as needed.

Item H.2.b.

- Check and replace soap and sanitizer dispensers.
- Check and refill paper dispensers.
- Mechanically scrub ceramic tile and grout once per month.
- Replace urinal screens monthly.

Exercise/Dance Area (Wood Floor):

- Use only low moisture method of cleaning (such as a Wet Swifter system).
- Buff often as needed.
- May require cleaning during winter season on a daily basis.
- Clean mirrors as needed.

Dining Area:

- Wipe off tables.
- Buff tile as needed.

Carpet Care:

- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.

Vinyl Composite Tile Care:

- Buff as needed.
- Refinish VCT flooring annually stripping and applying three coats of wax.

City Equipment Used; Same as library (connected buildings)

Public Works Complex

The building is approximately 13,000 sq. /ft. of floor space and has a variety of surfaces including: carpet, ceramic tile, and polished concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights which may be completed between the hours of 5p.m. and 5a.m.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Nightly:

Entire Building:

- Empty trash, clean containers and replace liners.
- Empty recycling containers and place in designated area.
- Sweep and wet mop/floor scrubber, ceramic tile, and polished concrete.
- Vacuum all mats, and carpeting.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish counters, workstations and desk systems.
- Dust computer and keyboards.
- Remove any spots or soil from walls.

Conference/Break Room:

- Wipe down tables, chairs and chair legs.
- Dust mop and spot mop flooring.

Restrooms/Locker rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.

Offices, Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.
- Clean kitchenette areas.

Kitchen:

- Wipe down counter tops and exterior surfaces of appliances and cabinetry.
- Wipe down doors and walls.

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Secondary Service:

Weekly:

- Run floor machine over entire floor in Conference /Break rooms/Hallways.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean interior windows and frames as needed.
- Dust lockers.

Flooring:

- Polished concrete flooring requires quarterly burnishing.

City Equipment: Janitorial Carts, Kent floor scrubber

Hearst Center for the Arts

The building is approximately 5600 sq./ft. of floor space that requires cleaning and has a variety of surfaces including: carpet, VCT, ceramic tile, linoleum, wood, and concrete.

The proposal requests several criteria, including:

- Five days a week primary service Sunday through Thursday nights.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Sweep, ceramic tile, VCT, linoleum and stairwell (including elevator).
- Wet mop all VCT, ceramic tile and stairwell (including elevator).
- Vacuum all mats, and carpet in lobby.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.

- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls. (Remove all hard water spots from fixtures-no abrasives of chrome fixtures) with a mineral cleaner.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.

Classrooms:

- Check and replace soap and sanitizer dispensers.
- Check and refill paper towel dispensers.
- Clean counter tops and sinks.

Kitchen:

- Wipe down counter tops and exterior surfaces of appliances and cabinetry.
- Wipe down doors and walls.
- Clean and sanitize sink.

Secondary Service:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean display case glass in vestibule and meeting room.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.

Classrooms:

- Sweep and mop Cement floors.
- Wipe down counters, cabinets, tables, and sinks.

Offices, Reception Area and Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.

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Elevator:

- Vacuum out tracks.
- Wipe down doors and walls.
- Clean and polish stainless steel surfaces.

Main Gallery and Hall:

- Cleaned as requested at hourly rate.

Floor Surfaces:

- Restrooms- VCT
- Kitchen-Linoleum
- Elevator-VCT
- Offices, meeting rooms, lobby and galleries- Carpet
- Classrooms-Concrete
- Basement hallways-VCT

City Equipment Used; Janitorial Cart

Recreation Center _____

The building is approximately 36,000 sq. /ft. and has a variety of floor surfaces including: carpet, VCT, ceramic tile, wood, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Six days a week primary service Sunday through Friday nights between the hours of 10 p.m.-4 a.m.
- A seventh day of limited service on Saturday nights from September 1st through May 31st.
- Secondary services to be completed throughout the regularly scheduled six day work week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Nightly:

Office/Reception/Meeting Room/Kitchen:

- Empty trash, wipe trash containers and replace with a new liner.
- Empty recycling containers and place recyclables in designated area.
- Vacuum all carpeting. (Spot clean stains smaller than 4" x 4". Report larger stains to Supervisor).
- Check and clean all areas for dust, debris and stains.
- Clean kitchen area, sink, counters and table.

Main Hall:

- Vacuum all walk off mats and remove for floor cleaning.
- Move any receptacle and/or benches for floor scrubbing.
- Run mechanical floor scrubber with brushes designed for tile and grout over ceramic tile.
- Empty trash, wipe trash containers and replace with a new liner.
- Clean and sanitize interior and exterior of lockers.
- Clean interior and exterior of entry glass, frames and thresholds.
- Clean, sanitize and polish water fountains.
- Clean glass as needed.
- Sweep and mop back stairwell.
- Edge mop entire perimeter and areas the floor machine is unable to reach.
- Replace walk off mats, receptacles and benches.

Restrooms/Locker rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace/refill soap and sanitizer dispensers.
- Check and refill all paper dispensers
- Clean and sanitize interior and exterior of lockers.
- Clean and sanitize walls, curtains, floor and fixtures in showers.
- Wet mop tile flooring.
- Remove any spots or soil from walls.
- Report any automatic sensors that require new batteries.

Steam Rooms:

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- Clean and sanitize tile using approved chemicals with a Restroom Cleaning Machine or similar equipment capable of power washing walls, ceiling, and benches, flooring and extracting excess water.
- Clean and sanitize doors and frames.

Sauna:

- Clean glass.
- Wipe down benches and floor with approved sanitizer.
- Remove wood floor and wet mop cement floor.

Gyms:

- Dust mop floors.
- Edge mop entire perimeter and spot mop as needed.
- Clean and sanitize drinking fountain.

Racquetball Courts:

- Dust mop floors.
- Spot mop as needed.
- Clean glass.

Mezzanine/Track:

- Wet mop VCT.
- Vacuum carpeting and steps.
- Clean and sanitize exercise equipment (spray cleaner on rag and not directly on equipment).
- Wet mop track.

Exercise Room:

- Wet mop flooring.
- Clean and sanitize all exercise equipment (spray cleaner on rag and not directly on equipment).
- Clean mirrors and glass.
- Check and replace sanitizer dispensers as needed.

Multi-Purpose/ Activity Rooms:

- Mop VCT.
- Vacuum carpeting.
- Empty trash containers and replace liners.
- Clean sink and counter tops.
- Clean cubby holes.

Cycling Room (Basement):

- Wet mop floor:
- Wipe down cycles.

- Check/ replace sanitizer dispensers.
- Clean mirrors.

Limited Service:

Saturday nights from September 1st through May 31st

- Clean the locker rooms, restrooms, steam rooms, sauna and empty trash cans throughout the building to meet the above specifications.

Secondary Service:

Weekly:

- Run floor machine with soft bristle brush over gym and racquetball and track flooring.
- Dust and polish wood surfaces including doors and trim.
- Dust railing around track.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and polish wood doors and trim.
- Clean and sanitize all blue mats hanging from walls in gyms.
- Dust blinds.
- Maintain floor drains.
- Wipe down vending machines.
- Dust blinds.

Day Porter Service:

Monday-Friday 1pm.-3p.m. from September 1st through May 31st

- Check with front desk staff to determine if there have been any janitorial issues reported that need addressed.
- Check restrooms and locker rooms and clean as needed, refill paper and soap products.
- Check sauna and clean as needed.
- Complete a walk thru of facility and address any items needing attention such as loose trash on floor, full garbage or recycling containers, dirty mirrors, spills of flooring, drinking fountains, dirty benches, etc.

City Equipment:

- Janitorial Carts, Minuteman floor scrubber, Euroclean burnisher, Clarke TFC 400 Restroom Cleaner, Kent floor scrubber, Tornado floor/tile scrubber

Item H.2.b.

Beach House (alternate) _____

The building is approximately 3200 sq./ft. of floor space and has concrete floors (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- Two days per week service on Saturday and Sunday mornings May 1st through October 15th.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Sweep and mop/spot mop floors where needed.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.

Kitchen:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, floors, and sinks.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.

The Cedar Falls Beach House rents out partial areas or the entire building. A schedule for the entire month will be provided to the contractor. Any changes will be sent to contractor in the week prior to the rental.

Proposal Page

Cedar Falls Visitor's & Tourism Center Cleaning Proposal

Service Proposals:

Primary Service (Monthly Total): \$600.00

City Hall Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.
(Monthly Total): \$4,500.00

Cedar Falls Public Library Cleaning Proposal

Service Proposals:

Primary Service and Secondary and Limited Service using City supplied
equipment. (Monthly Total): 3,142.16

Cedar Falls Community Center Cleaning Proposal

Service Proposals:

Primary Service using City supplied equipment
(Monthly Total): \$742.76

Cedar Falls Public Works Cleaning Proposal

Service Proposals:

Primary and Secondary Service using City supplied equipment.
(Monthly Total): \$1,600.00

Item H.2.b.

Cedar Falls Hearst Center for the Arts Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service (Monthly Total): \$1,200.00

Cedar Falls Recreation Center

Service Proposal:

Primary, Secondary and Limited and Day Porter Service using City supplied equipment. (Monthly Total): \$6,800.00

Beach House

Per event service (on call only) \$50.00

The above service charges represents a 7.4% overall increase from the first year of contract service.



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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, CIP Projects Supervisor

DATE: January 22, 2018

SUBJECT: University Avenue Reconstruction Project – Phase I
Project No. RC – 000 – 1996
Partial Release of Retainage

The City entered into a contract with K. Cunningham Construction on January 18, 2016 for the University Avenue Phase I Reconstruction Project. This project was completed in the summer of 2017 and recently the contractor has been finalizing the completion paperwork.

The primary infrastructure and punch list has been completed and the contractor is requesting additional release of the retained funds for the project. The final contract amount is \$13,691,872.87 of which 99% has been paid. A partial release of funds is recommended in the amount of \$194,273.55. The City will withhold the remaining \$20,000 until all final documents are received.

The release of early retainage is outlined in Iowa Code Chapter 26.13 and the details on payment of early retainage are described in Iowa Code Chapter 573.14 and 573.15A. The City will not issue final acceptance of this project until all of the final documents have been submitted and approved.

The Engineering Department recommends the partial release of retainage funds for the University Avenue Phase I Reconstruction Project.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer



City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613
 Phone (319) 273-8600
 Fax (319) 268-5126

PAY REQUEST 35

Contractor: K. Cunningham Construction Co., Inc.
 1025 Center Street
 Cedar Falls, IA 50613

Project Title	University Avenue Reconstruction-Phase 1 Grove Street to McClain Drive		
City of Cedar Falls Project File No.	RC-000-1996	Project Number	14C017.01
Purchase Order Number			
Orig. Contract Amount & Date	\$13,824,462.32	1/18/2016	
Notice to Proceed Date			
Estimated Completion Date	7/31/2017		
Pay Period	to		
Pay Request Number	35		
Date	8/15/2018		
Contract ID			

BID ITEMS

Item No.	Item Code	Description	Est. Qty.	Unit Price	Extended Price	Quantity Completed	Value Completed
DIVISION 1 - GENERAL							
1.1	1090-D-1000	MOBILIZATION	1	\$2,400,000.00	\$2,400,000.00	1.00	\$2,400,000.00
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE							
2.1	2010-C-1000	CLEARING & GRUBBING	109	\$50.00	\$5,450.00	160.00	\$8,000.00
2.2	2010-D-1000	TOPSOIL, ON SITE	5,970	\$8.00	\$47,760.00	5,970.00	\$47,760.00
2.3	2010-D-3000	TOPSOIL, CONTRACTOR FURNISH	7,040	\$12.50	\$88,000.00	7,040.00	\$88,000.00
2.4	2010-E-1010	EXCAVATION, CLASS 10, ROADWAY & BORROW	16,989	\$6.50	\$110,428.50	16,989.00	\$110,428.50
2.5	2010-E-1100	EXCAVATION, UNSUITABLE WASTE	13,432	\$8.00	\$107,456.00	10,120.00	\$80,960.00
2.6	2010-E-1100	SUITABLE FILL MATERIAL, CONTRACTOR FURNISH	12,174	\$6.50	\$79,131.00	12,174.00	\$79,131.00
2.7	2010-E-1102	SELECT SUBGRADE FILL MATERIAL, CONTRACTOR FURNISH	6,000	\$12.50	\$75,000.00	5,102.00	\$63,775.00
2.8	2010-E-1200	COMPACTION WITH MOISTURE & DENSITY CONTROL	18,174	\$1.00	\$18,174.00	17,276.00	\$17,276.00
2.9	2010-F-1000	BELOW GRADE EXCAVATION (CORE OUT)	9,000	\$7.00	\$63,000.00	5,102.00	\$35,714.00
2.10	2010-G-1006	SUBGRADE PREPARATION, 6 IN.	5,286	\$0.75	\$3,964.50	9,986.00	\$7,489.50
2.11	2010-G-1012	SUBGRADE PREPARATION, 12 IN.	70,960	\$1.25	\$88,700.00	61,319.80	\$76,649.75
2.12	2010-H-1000	GEOGRID	15,000	\$1.25	\$18,750.00	14,785.50	\$18,481.88
2.13	2010-I-1000	MODIFIED SUBBASE	27,535	\$18.60	\$512,151.00	25,930.00	\$482,298.00
2.14	2010-J-1100	REMOVALS, AS PER PLAN	1	\$15,000.00	\$15,000.00	1.00	\$15,000.00
2.15	2010-J-1101	REMOVAL OF UTILITY ACCESS STRUCTURES	13	\$1,600.00	\$20,800.00	14.00	\$22,400.00
2.16	2010-J-1120	RELOCATION OF MAILBOXES	18	\$125.00	\$2,250.00	23.00	\$2,875.00
2.17	2010-J-3000	REMOVAL OF CONCRETE UTILITY DUCT	4,081	\$8.00	\$32,648.00	4,081.00	\$32,648.00
2.18	2010-J-3000	REMOVAL OF WATER MAIN	496	\$10.00	\$4,960.00	465.50	\$4,655.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION							
3.1	3010-C-1000	TRENCH FOUNDATION	1,200	\$23.00	\$27,600.00	391.81	\$9,011.63
DIVISION 4 - SEWERS AND DRAINS							
4.1	4010-A-1008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 8 IN.	332	\$43.00	\$14,276.00	319.00	\$13,717.00
4.2	4010-A-1010	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 10 IN.	529	\$40.00	\$21,160.00	529.00	\$21,160.00
4.3	4010-A-1012	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 12 IN.	22	\$90.00	\$1,980.00	35.00	\$3,150.00
4.4	4010-A-1015	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 15 IN.	52	\$73.00	\$3,796.00	52.00	\$3,796.00
4.5	4010-A-2016	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, CLASS 56, 16 IN.	115	\$156.00	\$17,940.00	141.00	\$21,996.00
4.6	4010-E-1004	SANITARY SEWER SERVICE STUB, TRENCHED, PVC, 4 IN.	15	\$180.00	\$2,700.00	48.00	\$8,640.00
4.7	SPECIAL	SANITARY SEWER SERVICE, REPAIR	16	\$2,500.00	\$40,000.00	16.00	\$40,000.00
4.8	4020-A-1324	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	2,797	\$65.00	\$181,805.00	2636.00	\$171,340.00
4.9	4020-A-1330	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	830	\$75.00	\$62,250.00	991.00	\$74,325.00
4.10	4020-A-1336	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	618	\$90.00	\$55,620.00	618.00	\$55,620.00
4.11	4020-A-1342	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	298	\$121.00	\$36,058.00	298.00	\$36,058.00
4.12	4020-A-1348	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN.	968	\$135.00	\$130,680.00	968.00	\$130,680.00
4.13	4020-A-1354	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	373	\$155.00	\$57,815.00	373.00	\$57,815.00

Item H.2.c.

4.14	4020-A-1360	STORM SEWER, TRENCHED, RCP, CLASS III, 60 IN.	700	\$210.00	\$147,000.00	700.00	\$147,000.00
4.15	4020-A-1366	STORM SEWER, TRENCHED, RCP, CLASS III, 66 IN.	1,146	\$250.00	\$286,500.00	1169.00	\$292,250.00
4.16	4020-A-1312	STORM SEWER, TRENCHED, RCP, CLASS V, 12 IN.	14	\$52.00	\$728.00	15.00	\$780.00
4.17	4020-A-1315	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	2,109	\$54.00	\$113,886.00	2135.00	\$115,290.00
4.18	4020-A-1318	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	1,795	\$58.00	\$104,110.00	1797.00	\$104,226.00
4.19	4020-A-2012	STORM SEWER, TRENCHED, PVC, 12 IN.	267	\$48.00	\$12,816.00	264.00	\$12,672.00
4.20	4020-C-1000	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	7,296	\$8.00	\$58,368.00	12211.30	\$97,690.40
4.21	4020-C-2000	REMOVAL STORM SEWER PIPE GREATER THAN 36 IN.	2,458	\$10.00	\$24,580.00	2472.00	\$24,720.00
4.22	4020-E-1000	SANITARY OR STORM SEWER ABANDONMENT, FILL AND PLUG	1,121	\$40.00	\$44,840.00	1354.00	\$54,160.00
4.23	4030-B-1312	PIPE APRON, CMP, 15 IN.	1	\$170.00	\$170.00	1.00	\$170.00
4.24	4030-B-1315	PIPE APRON, CONCRETE, 15 IN.	3	\$1,200.00	\$3,600.00	3.00	\$3,600.00
4.25	SPECIAL	BEND, HORIZONTAL, 60" DIA. RCP	1	\$1,400.00	\$1,400.00	1.00	\$1,400.00
4.26	SPECIAL	BEND, HORIZONTAL, 66" DIA. RCP	1	\$1,500.00	\$1,500.00	4.00	\$6,000.00
4.27	4040-A-1006	SUBDRAIN, HDPE, CASE B, 6 IN.	19,646	\$11.50	\$225,929.00	20041.00	\$230,471.50
4.28	4040-A-2000	SUBDRAIN, HDPE, UNSPECIFIED DIA.	500	\$32.50	\$16,250.00	25.00	\$812.50
4.29	4040-C-1000	SUBDRAIN CLEANOUT, TYPE B	3	\$420.00	\$1,260.00	3.00	\$1,260.00
4.30	4040-D-1010	SUBDRAIN, CONNECTION TO INTAKE OR STORM SEWER	189	\$250.00	\$47,250.00	196.00	\$49,000.00
4.31	4060-B-1000	VIDEO INSPECTION OF SANITARY AND STORM SEWER	1	\$38,000.00	\$38,000.00	1.00	\$38,000.00
DIVISION 5 - WATER MAIN AND APPURTENANCES							
5.1	5010-A-1004	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 4 IN.	70	\$84.00	\$5,880.00	0.00	\$0.00
5.2	5010-A-1006	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 6 IN.	242	\$64.00	\$15,488.00	346.50	\$22,176.00
5.3	5010-A-1006	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 6 IN.	244	\$78.00	\$19,032.00	0.00	\$0.00
5.4	5010-A-1008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 8 IN.	1,105	\$60.00	\$66,300.00	1105.00	\$66,300.00
5.5	5010-A-1008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 8 IN.	1,150	\$74.00	\$85,100.00	0.00	\$0.00
5.6	5010-A-1012	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, 12 IN.	4,257	\$77.00	\$327,789.00	4257.00	\$327,789.00
5.7	5010-A-1012	WATER MAIN, TRENCHED, DUCTILE IRON PIPE, RESTRAINED JOINT 12 IN.	988	\$92.00	\$90,896.00	0.00	\$0.00
5.8		GASKETS, SPECIAL, WATER MAIN, 6 IN.	5	\$15.00	\$75.00	20.00	\$300.00
5.9		GASKETS, SPECIAL, WATER MAIN, 8 IN.	10	\$20.00	\$200.00	24.00	\$480.00
5.10	SUPPLEMENTAL	GASKETS, SPECIAL, WATER MAIN, 12 IN.	100	\$35.00	\$3,500.00	86.00	\$3,010.00
5.11	5010-C-2000	WATER MAIN FITTINGS	7,827	\$8.00	\$62,616.00	14077.00	\$112,616.00
5.12	5010-D-1001	WATER SERVICE CONNECTION, COPPER, 1 IN.	13	\$910.00	\$11,830.00	14.00	\$12,740.00
5.13	5010-D-1002	WATER SERVICE CONNECTION, COPPER, 2 IN.	23	\$1,900.00	\$43,700.00	6.00	\$11,400.00
5.14	5010-A-1001	WATER SERVICE LINE, COPPER, 1 IN.	482	\$25.00	\$12,050.00	463.00	\$11,575.00
5.15	5010-A-1002	WATER SERVICE LINE, COPPER, 2 IN.	1,036	\$38.00	\$39,368.00	132.00	\$5,016.00
5.16	5010-A-2002	WATER SERVICE SLEEVE, PVC, 2 IN.	200	\$20.00	\$4,000.00	0.00	\$0.00
5.17	5010-A-2003	WATER SERVICE SLEEVE, PVC, 3 IN.	400	\$24.00	\$9,600.00	69.00	\$1,656.00
5.18	5020-A-1004	VALVE, GATE, 4 IN.	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00
5.19	5020-A-1006	VALVE, GATE, 6 IN.	5	\$1,300.00	\$6,500.00	7.00	\$9,100.00
5.20	5020-A-1008	VALVE, GATE, 8 IN.	12	\$1,750.00	\$21,000.00	14.00	\$24,500.00
5.21	5020-A-1012	VALVE, GATE, 12 IN.	26	\$2,600.00	\$67,600.00	21.00	\$54,600.00
5.22	SUPPLEMENTAL	REMOVAL OF FIRE HYDRANT ASSEMBLY	8	\$400.00	\$3,200.00	8.00	\$3,200.00
5.23	5020-C-1000	FIRE HYDRANT ASSEMBLY	23	\$4,400.00	\$101,200.00	20.00	\$88,000.00
5.24	SUPPLEMENTAL	RELOCATION OF WATER MAIN	2	\$2,900.00	\$5,800.00	3.00	\$8,700.00
5.25	SUPPLEMENTAL	RELOCATION OF WATER SERVICES	12	\$771.00	\$9,252.00	0.00	\$0.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER							
6.1	6010-A-1048	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	10	\$4,000.00	\$40,000.00	10.00	\$40,000.00
6.2	6010-A-2048	MANHOLE REPAIR, SANITARY SEWER, SW-301, 48 IN.	2	\$2,000.00	\$4,000.00	2.00	\$4,000.00
6.3	6010-A-1548	MANHOLE, STORM SEWER, SW-401, 48 IN.	9	\$3,500.00	\$31,500.00	8.00	\$28,000.00
6.4	6010-A-1560	MANHOLE, STORM SEWER, SW-401, 60 IN.	3	\$6,600.00	\$19,800.00	4.00	\$26,400.00
6.5	6010-A-1572	MANHOLE, STORM SEWER, SW-401, 72 IN.	3	\$7,850.00	\$23,550.00	3.00	\$23,550.00
6.6	6010-A-1584	MANHOLE, STORM SEWER, SW-401, 84 IN.	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00
6.7	6010-A-1596	MANHOLE, STORM SEWER, SW-401, 96 IN.	4	\$14,500.00	\$58,000.00	4.00	\$58,000.00
6.8	6010-A-1672	MANHOLE, STORM SEWER, SW-402, 6' x 6'	1	\$4,000.00	\$4,000.00	2.00	\$8,000.00
6.9	6010-A-1684	MANHOLE, STORM SEWER, SW-402, 7' x 7'	1	\$5,750.00	\$5,750.00	1.00	\$5,750.00
6.10	6010-A-1772	MANHOLE, STORM SEWER, SW-403, 6' x 6'	3	\$7,100.00	\$21,300.00	3.00	\$21,300.00
6.11	6010-A-1784	MANHOLE, STORM SEWER, SW-403, 7' x 7'	1	\$7,300.00	\$7,300.00	1.00	\$7,300.00
6.12	6010-A-1948	MANHOLE, STORM SEWER, SW-405, 48 IN.	6	\$5,200.00	\$31,200.00	7.00	\$36,400.00
6.13	6010-B-1501	INTAKE, SINGLE GRATE, SW-501	17	\$3,200.00	\$54,400.00	17.00	\$54,400.00
6.14	6010-B-1502	INTAKE, SW-502, 48 IN.	5	\$3,500.00	\$17,500.00	5.00	\$17,500.00
6.15	6010-B-1502	INTAKE, SW-502, 60 IN.	2	\$5,700.00	\$11,400.00	2.00	\$11,400.00
6.16	6010-B-1502	INTAKE, SW-502, 72 IN.	2	\$7,000.00	\$14,000.00	2.00	\$14,000.00

6.17	6010-B-1502	INTAKE, SW-502, 96 IN.	3	\$16,500.00	\$49,500.00	3.00	\$49,500.00
6.18	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	16	\$4,900.00	\$78,400.00	17.00	\$83,300.00
6.19	6010-B-1503	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503 MOD. 1	7	\$6,800.00	\$47,600.00	6.00	\$40,800.00
6.20	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505	30	\$4,000.00	\$120,000.00	31.00	\$124,000.00
6.21	6010-B-1505	INTAKE, DOUBLE GRATE, SW-505 MOD. 1	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00
6.22	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	10	\$5,800.00	\$58,000.00	10.00	\$58,000.00
6.23	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD. 1	3	\$8,200.00	\$24,600.00	3.00	\$24,600.00
6.24	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD. 2, 72 IN.	5	\$9,500.00	\$47,500.00	5.00	\$47,500.00
6.25	6010-B-1506	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506 MOD. 2, 96 IN.	1	\$11,500.00	\$11,500.00	0.00	\$0.00
6.26	SPECIAL	INTAKE, TRIPLE GRATE	3	\$6,000.00	\$18,000.00	3.00	\$18,000.00
6.27	SPECIAL	INTAKE, TRIPLE GRATE WITH MANHOLE	1	\$9,400.00	\$9,400.00	1.00	\$9,400.00
6.28	6010-B-1511	INTAKE, RECTANGULAR AREA, SW-511	3	\$2,800.00	\$8,400.00	3.00	\$8,400.00
6.29	6010-B-1512	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 24 IN.	2	\$1,300.00	\$2,600.00	3.00	\$3,900.00
6.30	6010-B-1512	INTAKE, CIRCULAR AREA, SW-512, CASE 1, 30 IN.	1	\$1,700.00	\$1,700.00	1.00	\$1,700.00
6.31	6010-F-1000	MANHOLE ADJUSTMENT, MAJOR	14	\$1,200.00	\$16,800.00	6.00	\$7,200.00
6.32	6010-F-1001	MANHOLE/INTAKE ADJUSTMENT, MINOR	11	\$800.00	\$8,800.00	20.00	\$16,000.00
6.33	6010-G-2000	CONNECTION TO EXISTING SANITARY MANHOLE	1	\$1,600.00	\$1,600.00	1.00	\$1,600.00
6.34	6010-H-1000	REMOVE MANHOLE OR INTAKE	117	\$280.00	\$32,760.00	126.00	\$35,280.00
6.35	SPECIAL	TEMPORARY CONNECTIONS TO EXISTING STORM SEWER	5	\$4,300.00	\$21,500.00	7.00	\$30,100.00
6.36	SPECIAL	PARTIAL INTAKE/MANHOLE CONSTRUCTION	15	\$500.00	\$7,500.00	3.00	\$1,500.00
DIVISION 7 - STREETS & RELATED WORK							
7.1	7010-A-1009	PAVEMENT, PCC, CLASS C, 9 IN.	21,575	\$43.55	\$939,591.25	22066.82	\$961,010.05
7.2	7010-A-1010	PAVEMENT, PCC, CLASS C, 10 IN.	34,864	\$46.00	\$1,603,744.00	35573.52	\$1,636,381.92
7.3	7010-A-1011	PAVEMENT, PCC, CLASS C, REINFORCED, 10 IN.	677	\$87.00	\$58,899.00	703.10	\$61,169.70
7.4	7010-E-1007	CURB AND GUTTER, PCC, VARIABLE WIDTH, 7 IN.	2,742	\$21.00	\$57,582.00	2345.00	\$49,245.00
7.5	7010-G-1000	CONCRETE MEDIAN, PAVED, 6 IN.	308	\$55.00	\$16,940.00	364.60	\$20,053.00
7.6	7010-G-2000	CONCRETE MEDIAN, DOWELLED	60	\$180.00	\$10,800.00	0.00	\$0.00
7.7	7030-A-1000	REMOVAL, SIDEWALK, TRAIL AND DRIVEWAY	10,144	\$4.25	\$43,112.00	10150.00	\$43,137.48
7.8	7030-C-1006	SHARED USE PATH, PCC, 6 IN.	6,382	\$29.50	\$188,269.00	6382.00	\$188,269.00
7.9	7030-C-2006	SHARED USE PATH, REINFORCED PCC, 6 IN.	100	\$43.50	\$4,350.00	107.10	\$4,658.85
7.10	7030-E-1005	SIDEWALK, PCC, 5 IN.	2,296	\$28.50	\$65,436.00	2372.11	\$67,605.14
7.11	7030-E-1006	SIDEWALK RAMP, PCC, 6 IN.	989	\$39.50	\$39,065.50	1002.45	\$39,596.78
7.12	7030-G-1000	DETECTABLE WARNINGS	1,312	\$28.00	\$36,736.00	1312.00	\$36,736.00
7.13	7030-H-1007	DRIVEWAY, PCC, 7 IN.	5,485	\$29.00	\$159,065.00	5443.50	\$157,861.50
7.14	7030-H-2007	BUS STOP, REINFORCED PCC, 7 IN.	408	\$42.50	\$17,340.00	414.17	\$17,602.08
7.15	7040-H-1000	REMOVAL, ROADWAY PAVEMENT	79,592	\$3.50	\$278,572.00	79481.00	\$278,183.50
7.16	7040-I-1000	REMOVAL, CURB AND GUTTER	25	\$300.00	\$7,500.00	26.91	\$8,073.00
7.17	SUPPLEMENTAL	SAWCUT	16,345	\$5.00	\$81,725.00	18393.00	\$91,965.00
7.18	SUPPLEMENTAL	PAVEMENT GRINDING	1,731	\$6.00	\$10,386.00	0.00	\$0.00
7.19	2304-0101000	TEMPORARY PAVEMENT	10,487	\$54.90	\$575,736.30	10419.33	\$572,021.22
7.20	2304-0101000	TRANSITION PAVEMENT	1,578	\$58.90	\$92,944.20	1423.00	\$83,814.70
DIVISION 8 - TRAFFIC SIGNALS AND TRAFFIC CONTROL							
8.1	2528-8445110	TRAFFIC CONTROL	1	\$85,000.00	\$85,000.00	1.00	\$85,000.00
8.2	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	950	\$15.00	\$14,250.00	1150.00	\$17,250.00
8.3	2528-8400157	TEMPORARY FLOODLIGHTING LUMINAIRE	12	\$2,750.00	\$33,000.00	4.00	\$11,000.00
8.4	2528-8445113	FLAGGER	25	\$475.00	\$11,875.00	1.50	\$712.50
8.5	2528-9109020	TEMPORARY LANE SEPARATION SYSTEM	2,030	\$7.00	\$14,210.00	1110.00	\$7,770.00
8.6	SUPPLEMENTAL	TEMPORARY BUSINESS ACCESS SIGN	34	\$150.00	\$5,100.00	107.00	\$16,050.00
8.7	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN	435	\$50.00	\$21,750.00	219.00	\$10,950.00
8.8	SPECIAL	TEMPORARY TRAFFIC SIGNALS	4	\$25,000.00	\$100,000.00	4.00	\$100,000.00
8.9	SPECIAL	PEDESTRIAN FLASHING CROSSING	1	\$16,500.00	\$16,500.00	1.00	\$16,500.00
8.10	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION	5	\$3,875.00	\$19,375.00	5.00	\$19,375.00
DIVISION 9 - SITEWORK AND LANDSCAPING							
9.1	9010-B-1100	HYDRAULIC SEED, FERT. & MULCH, TYPE 1 (PERM. LAWN MIXTURE)	10	\$3,484.80	\$34,848.00	14.93	\$52,042.00
9.2	9010-B-1400	HYDRAULIC SEED, FERT. & MULCH, TYPE 4 (URBAN TEMP. EROSION CONTROL MIX)	10	\$1,742.10	\$17,421.00	0.00	\$0.00
9.3	9010-D-1000	WATERING	922	\$15.45	\$14,244.90	229.00	\$3,538.05
9.4	9010-E-1000	WARRANTY	1	\$5,075.00	\$5,075.00	1.00	\$5,075.00
9.5	9020-A-1000	SODDING	256	\$44.00	\$11,264.00	196.00	\$8,624.00
9.6	9040-A-2000	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	1	\$15,000.00	\$15,000.00	1.00	\$15,000.00
9.7	9040-D-1012	FILTER SOCKS, 12 IN.	5,000	\$3.25	\$16,250.00	4038.00	\$13,123.50
9.8	9040-D-2012	FILTER SOCKS, 12 IN., MAINTENANCE AND REMOVAL	5,000	\$0.50	\$2,500.00	4038.00	\$2,019.00

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9.9	9040-E-1001	TEMPORARY ROLLED EROSION CONTROL PRODUCTS	206	\$15.55	\$3,203.30	246.00	\$3,825.30
9.10	9040-N-1000	SILT FENCE	9,958	\$2.00	\$19,916.00	2090.00	\$4,180.00
9.11	9040-N-3000	SILT FENCE, REMOVAL	7,340	\$0.50	\$3,670.00	1548.00	\$774.00
9.12	9040-Q-1000	EROSION CONTROL MULCHING, CONVENTIONAL MULCHING	10	\$1,742.40	\$17,424.00	4.34	\$7,562.02
9.13	9040-T-1000	INLET PROTECTION DEVICE	172	\$150.00	\$25,800.00	230.00	\$34,500.00
9.14	9060-A-1040	CHAIN LINK FENCE, 48 IN.	331	\$21.95	\$7,265.45	338.00	\$7,419.10
9.15	9060-A-1060	CHAIN LINK FENCE, 60 IN.	450	\$25.95	\$11,677.50	450.00	\$11,677.50
9.16	9060-E-1000	REMOVAL OF FENCE	508	\$10.00	\$5,080.00	638.00	\$6,380.00
9.17	9060-F-1000	CHAIN LINK FENCE, TEMPORARY	450	\$15.00	\$6,750.00	450.00	\$6,750.00
9.18	9070-A-1000	RETAINING WALLS	1,800	\$22.69	\$40,842.00	1960.00	\$44,472.40
9.19	SUPPLEMENTAL	REMOVAL OF STREET LIGHTING	54	\$565.00	\$30,510.00	53.00	\$29,945.00
9.20	SUPPLEMENTAL	LIGHTING	1	\$422,619.00	\$422,619.00	1.00	\$422,619.00
9.21	SPECIAL	LANDSCAPING	1	\$845,000.00	\$845,000.00	1.00	\$845,000.00
DIVISION 10 - DEMOLITION							
10.1	1010-A-1000	DEMOLITION OF BUILDING	1	\$6,100.00	\$6,100.00	1.00	\$6,100.00
DIVISION 11 - MISCELLANEOUS							
11.1	2520-3350015	FIELD OFFICE	1	\$15,000.00	\$15,000.00	1.00	\$15,000.00
DIVISION 12 - STRUCTURES							
12.1	2401-6745910	SIGNING, REMOVAL AND SALVAGE	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00
12.2	2524-9276010	POSTS FOR SIGNS, STEEL	2,088	\$10.00	\$20,880.00	2096.00	\$20,960.00
12.3	2524-9276021	ANCHOR POST, STEEL	185	\$35.00	\$6,475.00	186.00	\$6,510.00
12.4	2524-9325001	TYPE A SIGNS	1,317	\$17.00	\$22,382.20	1316.75	\$22,384.75
12.5	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE	595	\$39.00	\$23,200.32	795.00	\$31,005.00
12.6	2527-9263137	PAINTED SYMBOLS & LEGENDS, WATERBORNE	120	\$80.00	\$9,600.00	153.00	\$12,240.00
12.7	2527-9263131	REMOVABLE TAPE MARKINGS, WET RETROFLECTIVE	169	\$115.00	\$19,430.40	103.33	\$11,882.95
12.8	2527-9263180	PAVEMENT MARKINGS REMOVED	156	\$32.00	\$4,989.12	261.89	\$8,380.48
DIVISION 13 - CULVERT							
13.1	2402-0425031	GRANULAR BACKFILL	278	\$20.00	\$5,560.00	402.99	\$8,059.80
13.2	2402-2720000	EXCAVATION, CLASS 20	165	\$10.00	\$1,650.00	165.00	\$1,650.00
13.3	2403-0100020	STRUCTURAL CONCRETE (RCB)	79	\$1,030.00	\$81,473.00	79.10	\$81,473.00
13.4	2404-7775000	REINFORCING STEEL	13,247	\$0.01	\$132.47	13247.00	\$132.47
13.5	2507-3250005	ENGINEERING FABRIC	533	\$3.50	\$1,863.75	533.00	\$1,865.50
13.6	2507-6800061	REVTMENT, CLASS E	471	\$37.00	\$17,441.80	498.56	\$18,446.72
13.7	2519-1001000	FENCE, CHAIN LINK, VINYL COATED	47	\$153.95	\$7,204.86	46.80	\$7,204.86
13.8	2599-9999020	GRANULAR BEDDING	52	\$20.00	\$1,040.00	94.90	\$1,898.00
CHANGE ORDER 1							
CO 4.05		Sanitary Sewer Gravity Main, Trenched, DIP, CL 56, 16-inch	60	\$156.00	\$9,360.00	60.00	\$9,360.00
CO 4.32		Removal of Sanitary Sewer Pipe	455	\$13.20	\$6,006.00	497.00	\$6,560.40
CHANGE ORDER 2							
CO 6.25		Intake, Double grate with Manhole, SW-506, MOD. 2, 96-inch (Delete)	1	-\$11,500.00	-\$11,500.00	0.00	\$0.00
CHANGE ORDER 3							
CO 5.01		Water Main, Trenched, DIP, Restrained Joint, 4-inch	-70	\$84.00	-\$5,880.00	0.00	\$0.00
CO 5.01A		Gasket, Field Lok, Water Main, 4-inch	4	\$60.50	\$242.00	0.00	\$0.00
CO 5.01B		Gasket, Field Lok, Water Main, 6-inch	13	\$77.00	\$1,001.00	12.00	\$924.00
CO 5.01C		Gasket, Field Lok, Water Main, 8-inch	58	\$104.50	\$6,061.00	18.00	\$1,881.00
CO 5.01D		Gasket, Field Lok, Water Main, 12-inch	50	\$203.50	\$10,175.00	42.00	\$8,547.00
CO 5.01E		Water Main, Trenched, DIP, 4-inch	70	\$66.00	\$4,620.00	8.00	\$528.00
CO 5.02		Water Main Trenched, DIP, 6-inch	244	\$64.00	\$15,616.00	244.00	\$15,616.00
CO 5.03		Water Main, Trenched, DIP, Restrained Joint, 6-inch	-244	\$78.00	-\$19,032.00	0.00	\$0.00
CO 5.04		Water Main, Trenched, DIP, 8-inch	1,150	\$60.00	\$69,000.00	436.00	\$26,160.00
CO 5.05		Water Main, Trenched, DIP, Restrained Joint, 8-inch	-1,150	\$74.00	-\$85,100.00	0.00	\$0.00
CO 5.06		Water Main, Trenched, DIP, 12-inch	988	\$77.00	\$76,076.00	947.00	\$72,919.00
CO 5.07		Water Main, Trenched, DIP, Restrained Joint, 12-inch	-988	\$92.00	-\$90,896.00	0.00	\$0.00
CHANGE ORDER 4							
CO 2.01A		Clearing and Grubbing (A)	5	\$137.50	\$687.50	5.00	\$687.50
CO 4.07A		Strongback Fernco C-Collars	16	\$275.00	\$4,400.00	0.00	\$0.00
CO 4.07B		Strongback Fernco C-Collars at Existing Main	10	\$440.00	\$4,400.00	0.00	\$0.00
CO 4.28A		Wells Fargo Roof Drain Connection	1	\$5,500.00	\$5,500.00	1.00	\$5,500.00
CO 10.02		Demolition of Garage	1	\$3,520.00	\$3,520.00	1.00	\$3,520.00
CO 10.03		Disposal of Garage	10	\$44.00	\$440.00	8.56	\$376.64
CHANGE ORDER 5							

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PAY REQUEST SUMMARY				
		Total Approved	Total Completed	
Contract Price		\$13,824,462.32	\$13,691,872.87	
Approved Change Order 1		\$15,366.00		
Approved Change Order 2		-\$11,500.00		
Approved Change Order 3		-\$18,117.00		
Approved Change Order 4		\$18,947.50		
Approved Change Order 5		-\$24,832.14		
Approved Change Order 6		\$11,062.75		
Approved Change Order 7		\$14,127.25		
Approved Change Order 8		\$8,762.00		
Approved Change Order 9		\$11,960.00		
Approved Change Order 10		\$17,837.00		
Approved Change Order 11		-\$176,202.81		
Revised Contract Price		\$13,691,872.87	\$13,691,872.87	
		Materials Stored	\$0.00	
		Remaining Retainage 0.2%	\$20,000.00	
		Total Earned Less Retainage	\$13,671,872.87	
Total Previously Approved (list each)	Pay Request 1-6	\$3,418,330.86		
	Pay Request 7	\$1,065,039.96		
	Pay Request 8	\$309,296.99		
	Pay Request 9	\$285,462.18		
	Pay Request 10	\$396,799.14		
	Pay Request 11	\$729,577.10		
	Pay Request 12	\$403,891.67		
	Pay Request 13	\$431,815.63		
	Pay Request 14	\$506,723.55		
	Pay Request 15	\$155,715.48		
	Pay Request 16	\$380,512.72		
	Pay Request 17	\$349,305.90		
	Pay Request 18	\$60,196.14		
	Pay Request 19	\$1,410,752.04		
	Pay Request 20	\$124,009.65		
	Pay Request 21	\$50,191.12		
	Pay Request 22	\$197,455.99		
	Pay Request 23	\$0.00		
	Pay Request 24	\$242,820.43		
	Pay Request 25	\$172,855.75		
	Pay Request 26	\$264,643.89		
	Pay Request 27	\$230,569.71		
	Pay Request 28	\$291,919.80		
	Pay Request 29	\$296,394.91		
	Pay Request 30	\$137,396.74		
	Pay Request 31	\$276,196.29		
	Pay Request 32	\$500,990.73		
	Pay Request 33	\$149,837.37		
	Pay Request 34	\$638,897.59		
	Total Previously Approved			\$13,477,599.32
	Amount Due This Request (Includes all retainage release except \$20,000 for Boulder RAB repairs)			\$194,273.55
	Percent Complete			100.00%
	Percent of Contract Period Utilized (In Calendar Days, Based on Start Date and and 2017 Completion Date)			100.0%
	The amount \$194,273.55 is recommended for approval for payment in accordance with the terms of the Contract.			
Contractor: K. Cunningham Construction Co., Inc.		Recommended By: Foth Infrastructure		
Checked By: City of Cedar Falls				
Cunningham signature not required until final pay application.	Signature: 	Signature: 		
	Name: Adam C. Juel, P.E.	Name: Don Resler, P.E.		
	Title: Lead Civil Engineer	Title: City Engineer		
	Date: August 15, 2018	Date:		



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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15, 2018

SUBJECT: 2018 Sidewalk Assessment Project
Project No. SW-000-3113
Bid Opening

On Tuesday, August 14th, 2018 at 2:00 p.m., bids were received and opened for the 2018 Sidewalk Assessment Project. One (1) bid was received from Feldman Concrete of Dyersville, Iowa in the amount of \$38,923.88, which is 30% above the Engineer's Estimate of \$29,884.18. Attached is a bid tab for your reference.

The lack of bidders and the bid being above the Engineers estimate is concerning; however, the Engineering Division feels it can be attributed to fewer properties spaced over a wider area than in the 2017 Sidewalk Assessment Project. As a result of these findings, the Engineering Division recommends acceptance of this low bid from Feldman Concrete in the amount of \$38,923.88. On September 4th, 2018, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

If you have any questions or comments feel free to contact me.

xc: Stephanie Houk Sheetz, Director of Community Development
Jon Resler, P.E., City Engineer

PROJECT BID TAB				CITY OF CEDAR FALLS ENGINEERING DIVISION			
PROJECT NAME: 2018 SIDEWALK ASSESSMENT PROJECT							
CITY PROJECT NUMBER: SW - 000 - 3113							
BID OPENING: August 14, 2018							
DEPARTMENT OF COMMUNITY DEVELOPMENT							
				ENGINEER'S ESTIMATE		⁽¹⁾ Feldman Concrete	
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVE SIDEWALK, P.C.C.	S.F.	3,547.20	\$1.75	\$6,207.60	\$2.25	\$7,981.20
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.F.	2,598.50	\$4.75	\$12,342.88	\$5.25	\$13,642.13
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.F.	948.70	\$5.75	\$5,455.03	\$6.50	\$6,166.55
4	TOPSOIL, FURNISH AND SPREAD	C.Y.	14.97	\$65.00	\$973.05	\$75.00	\$1,122.75
5	SEEDING, FERTILIZING AND MULCHING	S.F.	1,207.5	\$0.75	\$905.63	\$1.50	\$1,811.25
6	WATER SERVICE CURB STOP ADJUSTMENT	EACH	2.0	\$250.00	\$500.00	\$300.00	\$600.00
7	GRANULAR BACKFILL	TONS	20.0	\$25.00	\$500.00	\$30.00	\$600.00
8	TRAFFIC CONTROL	L.S.	1.0	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
				TOTAL	\$29,884.18	TOTAL	\$38,923.88

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: August 15, 2018
SUBJECT: Aldrich Elementary School – Final Occupancy Request

The Preliminary Plat for McMahill First Addition was approved by City Council on January 16, 2017. The Cedar Falls Community School District will be starting school on August 23rd which will create a unique coordination issue, access to the new elementary school itself. The schools contractor, Larson Construction of Independence, Iowa is currently finishing the public improvements and correcting their SWPPP at the elementary school.

These special circumstances have impacted the timeline for the elementary school opening; therefore, staff is requesting City Council's consideration of final occupancy for the Aldrich Elementary School prior to formal acceptance of all public improvements in McMahill First Addition. This is permitted by the Subdivision Code, Section 24-54(e) and has been done in the past. The most recent example was with Arbors Third Addition.

Staff has been working closely with the school and its contractor on monitoring the progress of the improvements under construction. A final inspection of the public infrastructure will be completed during the summer of 2019. The final inspection is delayed until 2019 due to some broken concrete panels in the street that must be replaced before final acceptance. These particular repairs will be much easier to make when school is not in session. The City is working with the school's contractor to address items identified in previous inspections prior to school opening. Final acceptance is anticipated following those corrections.

Xc: Jon Resler, PE, City Engineer
Stephanie Houk Sheetz, AICP, Director of Community Development



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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15, 2018

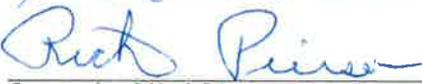
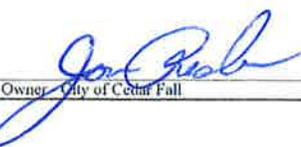
SUBJECT: Levee/Floodwall System Improvements Project
City Project Number FL-000-1975
Change Order

The City of Cedar Falls has awarded the Levee/Floodwall System Improvements Project to Iowa Bridge and Culvert, LC of Washington, Iowa. This contractor will be raising the level of flood protection along the length of the levee by approximately two (2) feet. The improvements to the system will involve both new structural walls as well as increased earthen sections. The levee is approximately 6,100 linear feet long, beginning at Center Street, running east and south along the Cedar River, and ending at the Western Homes Community just south of E. 9th Street.

As introduced during the July 16, 2018 Council Committee of the Whole, attached is a change order for additional work for the Levee/Floodwall System Improvements Project in the amount of \$45,755.82. The funding for this project, including change orders, will be provided by an Iowa Flood Management Program grant.

The Department of Community Development recommends approving and executing the change order with Iowa Bridge and Culver, LC for the Levee/Floodwall System Improvements Project.

xc: Stephanie Houk Sheetz Director of Community Development
Jon Resler, P.E., City Engineer

CHANGE ORDER NO.		One (1)					
PROJECT: Levee/Floodwall System Improvements City of Cedar Falls 8/13/2018		CONTRACTOR: Iowa Bridge & Culvert 409 North Ave B Washington, IA 52353					
OWNER: City of Cedar Falls		SNYDER & ASSOCIATES PROJECT # : 117.0950.08					
You are directed to make the following changes in this contract which include the attached Exhibits A:							
C1-1	None						
C1-2	None						
C1-3	None						
C1-4	None						
C1-5	None						
C1-6	None						
C1-7	None						
Reason for changes:							
C1-1	A pump station was added to the scope of work to provide a working sanitary service line to the Ice House Museum.						
C1-2	Lower wall required additional labor, equipment, and materials not detailed in the plans to tie into existing infrastructure.						
C1-3	A pre-existing foundation not shown in the plans was discovered during excavation of the lower wall in Segment 4.						
C1-4	Additional earthwork was necessary to provide an even transition into the existing 1st Street bridge embankment in Segment 5.						
C1-5	Manhole adjustments not shown in the plans were necessary to raise manhole lids so they would not be buried by levee earthwork.						
C1-6	Redesign Fee of Segment 3 Footing due to placement of incorrect rebar size in Segment 3 wall footing.						
C1-7	Additional labor, materials, and equipment were necessary to achieve wall aesthetics not noted in the plan set.						
Cost Breakdown: (Quantities are Estimated)							
Item	Description	Bid Quantity	Updated Quantity	Quantity Change	Unit	Unit Price	Total
C1-1	Segment 1 Little Giant Lift Station (Ice House Museum, Material Only)	0	1	1	LS	\$ 11,694.10	\$ 11,694.10
C1-2	Segment 4 Lower Wall Tie-in	0	1	1	LS	\$ 868.32	\$ 868.32
C1-3	Segment 4 Foundation Removal	0	1	1	LS	\$ 2,200.00	\$ 2,200.00
C1-4	Segment 5 1st Street Bridge Grading	0	1	1	LS	\$ 9,878.00	\$ 9,878.00
C1-5	Segment 5 Manhole Adjustments	0	1	1	LS	\$ 8,728.50	\$ 8,728.50
C1-6	Segment 3 Wall Footing Re-design	0	1	1	LS	\$ (1,200.00)	\$ (1,200.00)
C1-7	Segment 3 Wall Aesthetics (Light Poles and Electric Not Included)	0	1	1	LS	\$ 13,586.90	\$ 13,586.90
This change will result in a net increase in the cost of the project of:							\$ 45,755.82
This change will result in a net increase in the allowable time for the project of:					Deadline for This Work Only:		Completed
					Change in Calendar Days:		N/A
					Working Days		Cost
Approved Original Contract Amount					N/A		\$3,609,458.35
Total of Previous Approved Change Orders					N/A		\$0.00
Project Total Prior to This Change Order					N/A		\$3,609,458.35
Change Order No. 1:					N/A		\$15,755.82
CONTRACT TOTAL (INCLUDING ALL CHANGE ORDERS TO-DATE):					N/A		\$3,655,214.17
The change described herein is understood, and the terms of settlement are hereby agreed to:							
By: 		Date: 8/16/18					
Engineer - Snyder & Associates, Inc. (approval recommended)							
By: 		Date: 8-15-18					
Contractor - Iowa Bridge & Culvert							
By: 		Date: 8/16/18					
Owner - City of Cedar Falls							



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: August 14, 2018
SUBJECT: Redevelopment of 6607 University Avenue

REQUEST: S-1, Shopping Center District Site and Facade Plan Review and Developmental Agreement

PETITIONER: JDavis Properties LLC, owner; Levi Architecture

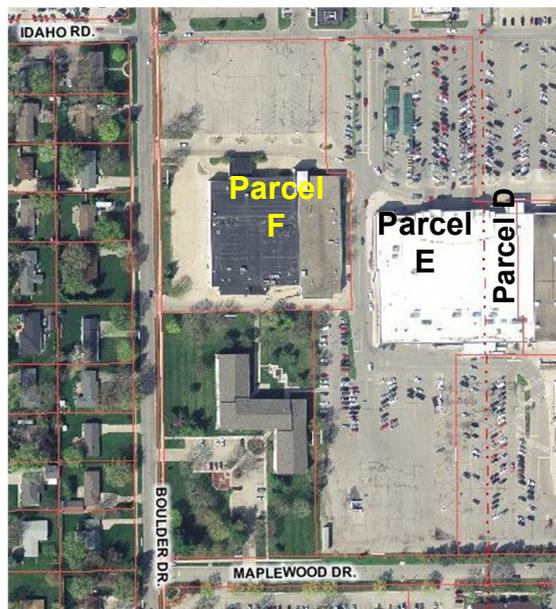
LOCATION: 6607 University Avenue

PROPOSAL:

JDavis Properties, LLC is completing the final build out for the remaining portion of the old Hy-Vee building on University Avenue. This includes three tenant spaces in approximately 16,000 ft² of commercial space.

BACKGROUND:

College Square Mall Development LLC (GK Development) owned the College Square Mall (including the Hy-Vee properties) from 2004-2014. In 2013, GK Development created three lots through a minor subdivision plat: Parcels D, E & F. Parcel D is Hy-Vee Wine and Spirits, Parcel E is the existing Hy-Vee grocery store, and Parcel F is the former Hy-Vee store where Slumberland furniture is located. The current owner purchased the property in the winter of 2016 for the development of the building on Parcel F.



This property is S-1, Shopping Center District, similar to the Mall property. The purpose of this district is to provide for the development of shopping centers. A mandatory site plan

Item H.2.g.

review before the Planning and Zoning Commission and City Council is required for all new developments in the district. Elements under review include new building construction, vehicular access rerouting, significant parking changes and general design and orientation changes. (Section 29-148(5)(a))

In the winter of 2016, a redevelopment agreement was approved between the previous owner, the existing owner and the City. This agreement covered all existing Easements, Covenants and Restrictions (ECR) from the 2013 Minor Plat and the redevelopment of the old Hy-Vee building on Parcel F including the building remodel, signage, maintenance of common areas, building encroachment upon utility easement and development schedules.

TECHNICAL COMMENTS:

Following are technical comments for the current plan:

- Building Use & Parking

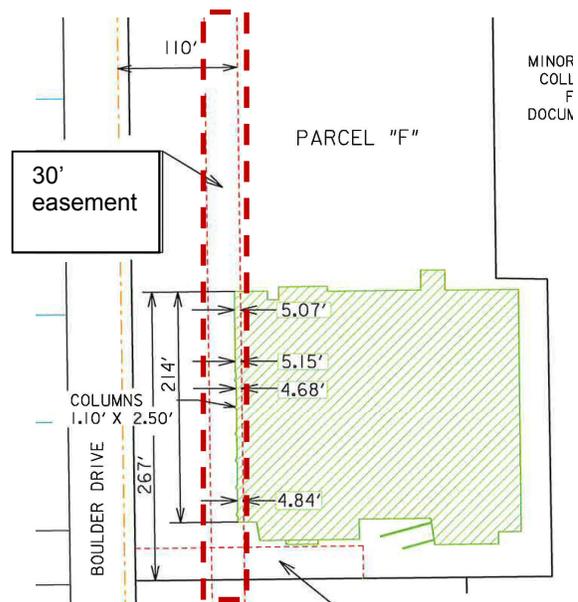
The building, according to the Black Hawk County Assessor, is 59,763 square feet. The following is a parking breakdown for each tenant space in the building.

Square Footage*	Use*	Employees*	Required	Provided
43,442	Furniture store	15	73	
5,320	Restaurant	10	40	
11,001	Retail stores	NA	50	
59,763			163	189

The parking plan for this development will change slightly along the west side of the building. Currently there are two rows of parking on each side of a center aisle. The only change for this project includes a three stall dumpster at the south end of the parking stalls along Boulder and a single stall dumpster in the middle of the west stalls. Otherwise, the parking plan for the entire development satisfies Ordinance requirements.

- Easements

A 30' easement is located along the west side of Parcel F. The picture to the right is an excerpt of Exhibit D in the Developmental Procedures Agreement. The building encroaches on this easement approximately five feet. A 54" storm sewer and a 15" sanitary sewer are within this easement. The storm sewer was built in 1956. The easement was recorded in May 1966. The Black Hawk County Assessor's information indicates the old Hy-Vee



building was built in 1969. The City has very few building permit details for this area. It is difficult to obtain much more information on what may have occurred and why the building encroaches five feet into the easement. The building is very close to the storm sewer line, likely within a few feet or less. At some point, maintenance and repair of the line will be needed. The easement provides for such occasions, protecting this public interest. Typically hard surfaces, landscaping and the like can be found over easements and would be the owner's expense to address if the City impacts it in a utility repair. Should the City need to make repairs to the line, every effort will be made to avoid the building.

The aforementioned Redevelopment Agreement approved in the winter of 2016 included the following easement encroachment elements:

1. The footprint of the existing building shall not be expanded to the west.
2. Improvements, if any, made upon the easement area shall not disturb the City sanitary and storm sewer or other utilities positioned or to be positioned underground through the easement area.
3. If required by then-applicable City ordinances or other City requirements, detailed plans for any such improvements shall be presented to and approved by the City before the improvements are constructed.
4. Such improvements shall not change the ground elevation without City approval.

It should be noted that the applicant provided video of the existing sanitary and storm sewer lines along the west side of the building. City staff is evaluating the videos and condition of the sewer pipes. At the end of the staff report is a letter from the property owner listing a number of conditions as it pertains to this project. In the event that the sewer is in need of repair, these repairs will be at the cost of the owner along with loss or replacement of any building improvements. A new agreement to cover these conditions will be submitted in conjunction with this site plan for City Council approval.

STAFF ANALYSIS

Encouraging re-use of the old Hy-Vee building is a high priority for the City. Vacant or underutilized property detracts from other development in the area and is a general drain on the vitality of a shopping center. This review is occurring to ensure zoning and all other applicable City requirements are met for a project that will be a welcome addition to the College Square shopping center.

This project includes the buildout of three tenant suites in the western 1/3 of the building. Suite A is an internal tenant with frontage on the north side of the building. Suite B is situated at the northwest corner of the building and Suite C is at the southwest corner of the building. Retail stores will occupy Suite A and C and the owner is looking for a restaurant for Suite B.

Item H.2.g.

The building improvements include new storefronts on the north and west side of the building. In order to gain access into the west side, an elevated sidewalk and ramp is proposed. The elevated sidewalk and ramp will be constructed on a retaining wall abutting the end of the parking stalls. The sidewalk and ramp will be placed at the top of the retaining wall to cover a porous back fill and subdrain. There will be no footings in this elevated sidewalk and ramp that could interfere with the underground utilities and sewer line. The only building expansion into the easement includes a covered canopy for the storefront near the southwest corner of the building. This canopy will be designed with support posts beyond the easement area and can be removed if necessary.

The design for Suite A includes new windows and entrance across the storefront. The lower portion of the facade will be covered with simulated wood composite panels covered with a standing seam metal



roof/canopy. Wall signage will be placed above the canopy with additional transom windows above the entry. Suite B off the northwest corner of the building is currently a solid wall with no openings. The proposed design includes a new entry on the north side with a possible outdoor seating area. The design of the entry will be distinguished from the rest of the facade with metal panels in a complementary color and signage above the doorway. Windows will be added off the side of the front entry and continue around the west side of the building topped with awnings for shade. A possible idea includes a glass overhead door to open in warmer months that connects the interior seating area to the outdoor patio. Corner columns and a wainscot will be painted to match the color of the front entry. Additional signage is added off the corner of the building. Finally, Suite C is a retail space off the southwest corner of the building. This facade includes a painted band over the side entry. Again, the design of the entry will stand out from the rest of the facade with an added parapet wall over the doorway. The painted columns will be added on both sides of the doorway topped with an awning and signage. As previously mentioned, a metal canopy extends off the west side of the building for drop off donations. This awning is over the easement and the supporting posts are on the outside edge of the easement. In case of repairs to the utilities in this easement, the metal canopy is designed to be removed from the building.

The remaining improvements to this property are covered in the 2016 redevelopment agreement. A provision of this agreement covers the parking lot improvements on the north side of the building that includes new island improvements and landscaping. The agreement reflects that the north separator island between the frontage road and parking lot was installed as a part of the University Avenue Reconstruction Project (by the City). The remaining divider island at the northeast corner of the parking lot and

north parking lot island will be installed by the owner by the end of 2018 as part of the existing agreement. The driveway and south parking lot islands and landscaping were installed as part of the Slumberland project.

All basic utility services are available to the property. 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.

PLANNING & ZONING COMMISSION SUMMARY

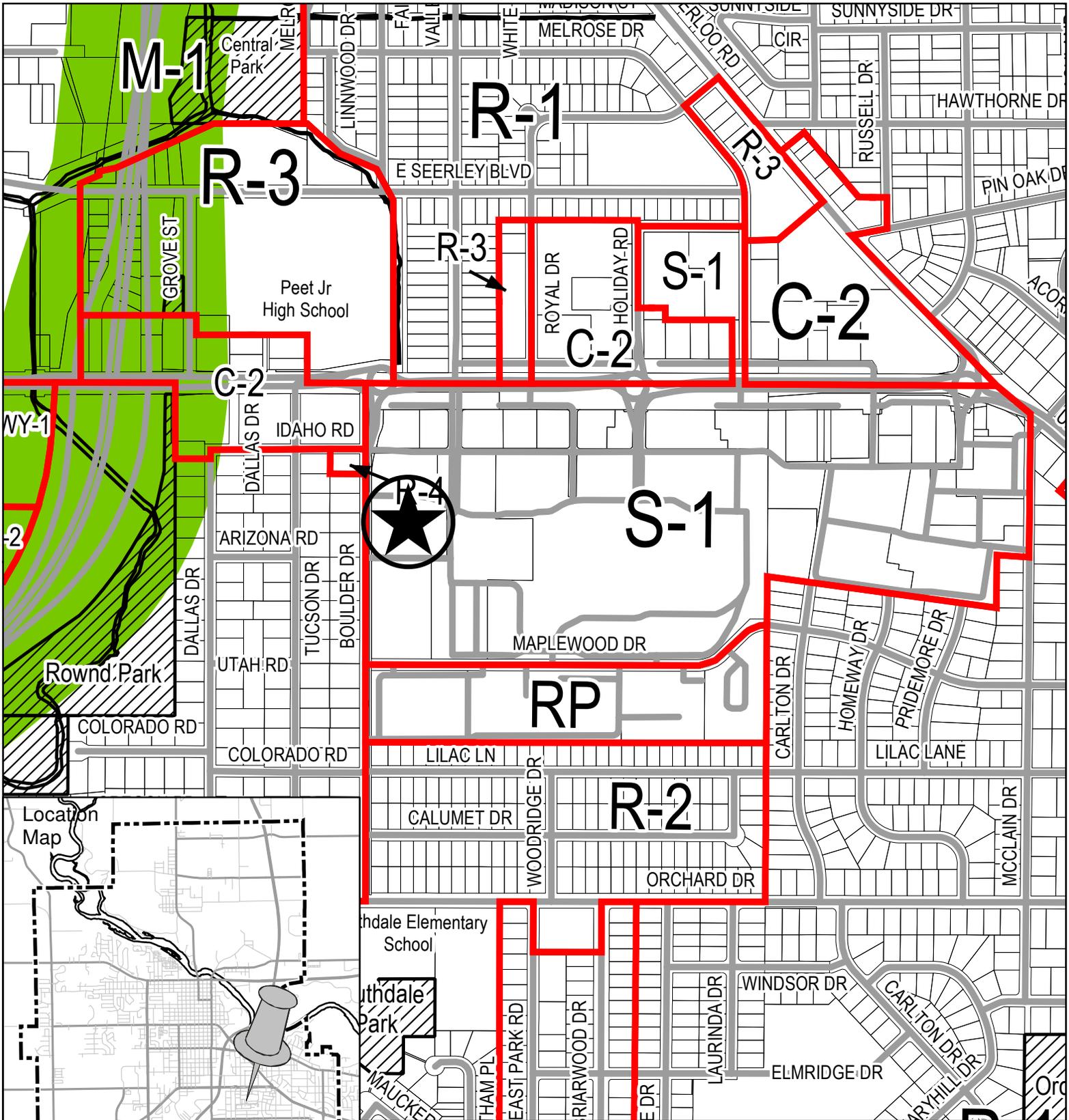
Vote 7/25/2018 Chair Oberle introduced the item and Mr. Sturch provided background information. This development includes the build-out for the remaining portion of the old Hy-Vee building at 6607 University Avenue. He summarized the facade plan, parking arrangement and easement issues on this property.

There were no comments by the Commission. The Commission recommended approval of the redevelopment plan at 6607 University Avenue.

STAFF RECOMMENDATION:

The Community Development Department recommends approval of the redevelopment plan for the west side of the building at 6607 University Avenue. The Community Development Department further recommends that the City Council approve the attached development agreement with JDavis Properties LLC and authorize the Mayor and City Clerk to execute this agreement.

Attachments: Location Map
Site Plan
Facade Plans
JDavis Developmental Agreement



Redevelopment Plan for the Old Hy-Vee store at 6607 University Avenue



SLUMBERLAND SITE IMPROVEMENTS - WEST FRONTAGE

FOR JDAVIS PROPERTIES LLC

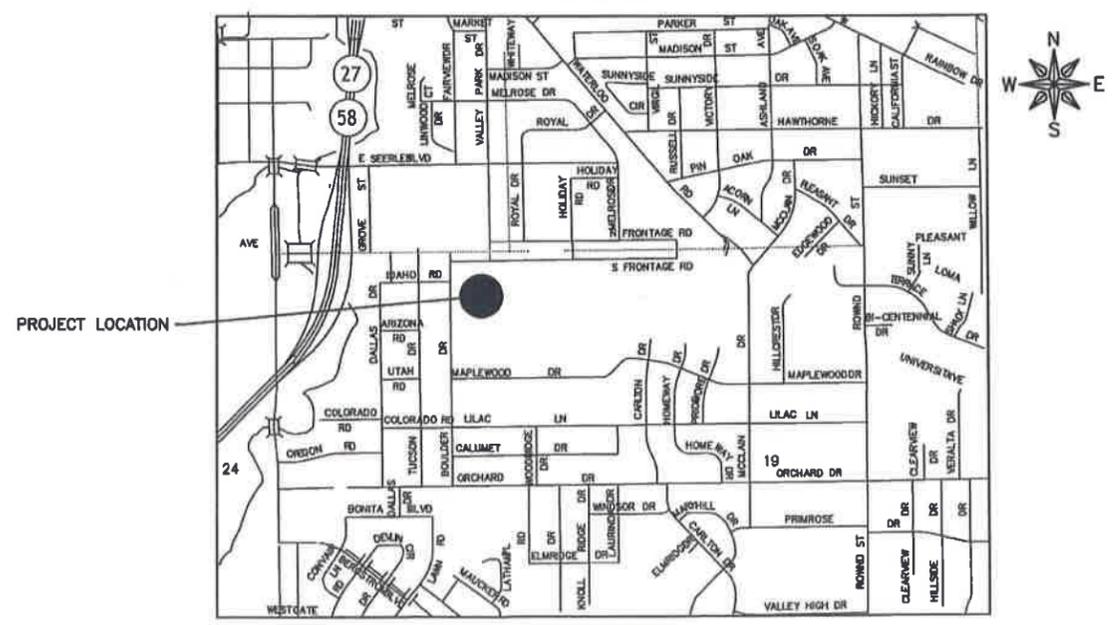
CEDAR FALLS, IOWA

17-012

BLACK HAWK COUNTY

8/6/2018

SHEET INDEX		
NUMBER OF SHEETS	SHEET NUMBER	SHEET DESCRIPTION
1	A.01	TITLE SHEET
1	A.02	LEGEND
1	A.03	EXISTING SITE & REMOVALS & SWPPP PLAN
2	B.01-B.02	TYPICAL CROSS SECTIONS
1	C.01	ESTIMATED QUANTITIES, GENERAL NOTES, SUPPLEMENTAL SPECS
1	D.01	SITE DEVELOPMENT PLAN
3	D.02-D.04	GRADING & UTILITIES PLAN
1	U.01	DETAILS
1	LA.01	LANDSCAPING PLAN
12	-	TOTAL SHEETS IN PLAN SET



The 2018 Version of the Urban Standard Specifications for Public Improvements, also known as SUDAS (2018), plus Fehr Graham Supplemental Specifications and Special Provisions shall apply to construction work on this project.

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

OWNER/DEV	JDAVIS PROPERTIES LLC
ADDRESS	6607 UNIVERSITY AVENUE CEDAR FALLS, IOWA 50613
P#	(319) 235-0155

UTILITY INFO - CITY OF CEDAR FALLS	
UTILITY TYPE	COMMON NAME
SANITARY & STORM SEWER	CITY OF CEDAR FALLS
ELECTRIC	CEDAR FALLS UTILITIES
TELEPHONE	MEDIACOM, CENTURY LINK, CEDAR FALLS UTILITIES
GAS	CEDAR FALLS UTILITIES
CABLE	MEDIACOM, CEDAR FALLS UTILITIES
WATER	CEDAR FALLS UTILITIES

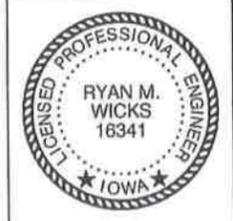
(CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS TO BE MADE.)

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS IOWA WISCONSIN

MANCHESTER, IOWA
1919 210TH STREET
MANCHESTER, IA 52057
P# (563) 927-2060
F# (563) 927-3603

FINAL



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

Ryan M. Wicks 8/6/2018
Ryan M. Wicks, P.E. Date
License Number 16341
My license renewal date is December 31, 2019.
Pages or sheets covered by this seal: All

ORIGINAL SET FOR PROJECT: 17-012		DATE CREATED: 8/6/2018
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

ABBREVIATIONS

Table of abbreviations including symbols like <, ABC, AC, ACI, AGR, AISC, ALT, ARCH, ASPH, ASTM, B, BFP, BIT, BLDG, BLK, BM, BOT, BSM, BSM, BV, B-B, CL or C, C to C, C & C, CF, CHD, CI, CHK, CLR, CMP, CMU, CTY, CONC, CONT, C-B, COORD, CU, CTR, CY, CS, D, DEP, DET, DIAG, DIM, DI, DN, DNSTR, DP, DWG, E, EJ, EL, EP, EQUIP, EQUIV, EW, EXP, EX, EXIST, EXT, E =, FD, FDN, FE, FF, FIL, FIN, FL, FLR, FM, FND, FRMG, FTG, F-F, GA, GI, GRD, GRS, GRT, GV, GYP, HSE, HC, HMA, HNGR, HORIZ, H.P., HW, HWH, Δ =, I, ID, INT, INV, IP, JST, L, LAT, LAV, LF, L.P., LT, MAX, ME, MH, MIN, MJ, MTL, N, No. or #, NOM, NTS, OC, OD, OPNG, OPP, PC, PCC, PCF, PDP.

Table of abbreviations including symbols like PE, PL, PLG, PIP, PLYWD, PM, PR, PRC, PRESS, PR, PROP, PRV, PSF, PSI, PS, PLG, PVC, RDCR, RCCP, RCP, RD, REINF, REQD, ROW, RFT, RND, RR, RRSP, RT, R&R, S, SB, SCHED, SEC, SF, SHR, SH, SHTG, SP, SPA, SPEC, SQ, SS, STA, STD, STL, STRUCT, SW, SY, SYM, TAN, TBC, TBM, TD, TH, TR, TY, U.O.N., UP, UPSTR, URINAL, USGS, VC, VCP, VERT, VOL, VPC, VPI, VPRC, VPT, W, WC, WF, WM, WMO, WV, WGT, WP, WS, WWF, W, W/O, XP.

HATCH PATTERNS table with columns for material type and corresponding hatch pattern. Includes: EARTH - FILL, EARTH - UNDISTURBED, ROCK (GEOLOGICAL), STONE OR RIP RAP, GRAVEL, CONCRETE, CONCRETE BLOCK, CMU, ASPHALT PAVEMENT, BRICK, STEEL, INSULATION (LOOSE/ BATT), INSULATION (RIGID), WOOD (ROUGH), WOOD (BLOCKING), WOOD (FINISH), DETECTABLE WARNING.

SYMBOLS

Table of symbols categorized by CIVIL, WATER, STORM SEWER, EROSION CONTROL, UTILITY, and TRAFFIC RELATED. Each category has columns for EXISTING and PROPOSED symbols. CIVIL includes symbols for right-of-way, centerline, setbacks, easements, and various markers. WATER includes symbols for water service, pipes, hydrants, valves, and vaults. STORM SEWER includes symbols for storm sewers, manholes, inlets, and culverts. EROSION CONTROL includes symbols for blankets, seeding areas, and silt fences. UTILITY includes symbols for fiber optic, TV, cable, electric, and telephone lines. TRAFFIC RELATED includes symbols for controllers, signal heads, pedestrian heads, and various hand holes.

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL logo and name.

ILLINOIS IOWA WISCONSIN

OWNER/DEVELOPER: JDAVIS PROPERTIES LLC 6607 UNIVERSITY AVENUE CEDAR FALLS IA 50613

PROJECT AND LOCATION: SLUMBERLAND SITE IMPROVEMENTS - WEST FRONTAGE CEDAR FALLS, IOWA

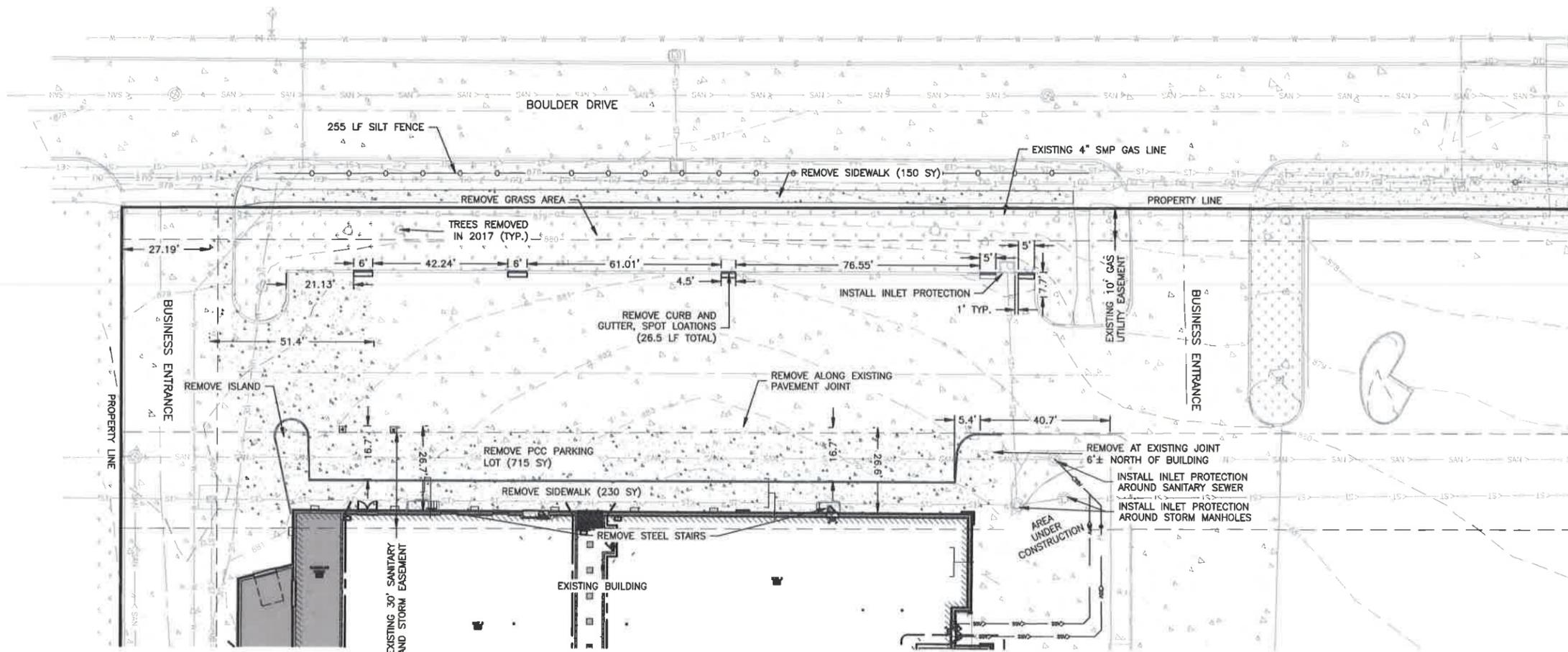
DRAWN BY: AFC APPROVED BY: RMW DATE: 8/6/2018 SCALE: AS NOTED

REVISIONS table with columns for REV. NO., DESCRIPTION, and DATE.

LEGEND SET TYPE: FINAL

JOB NUM 17-0 SHEET NO A.O.

Item H.2.9.



-122-



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

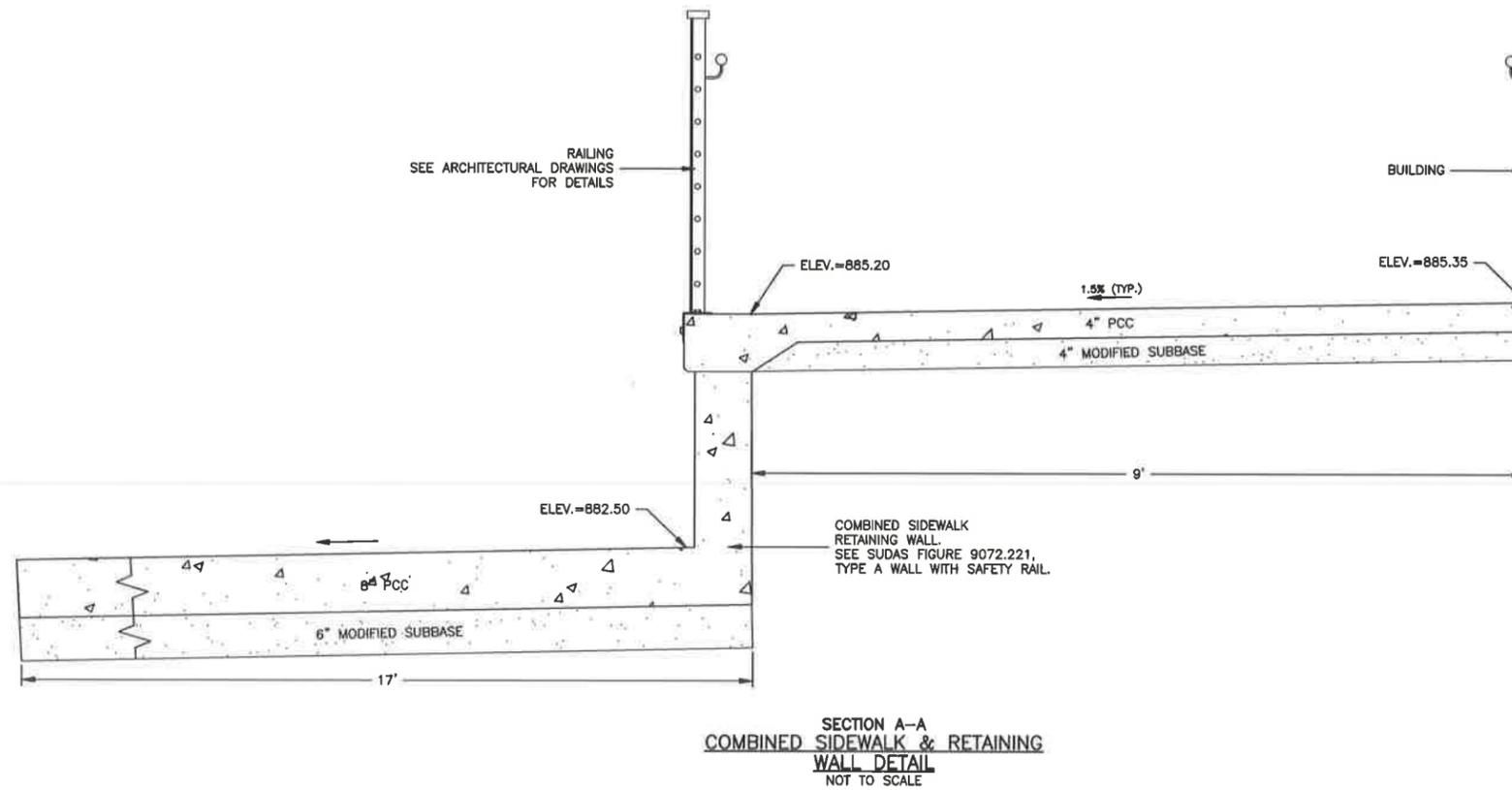
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

DRAWING:
EXISTING SITE & REMOVALS & SWPPP
PLAN

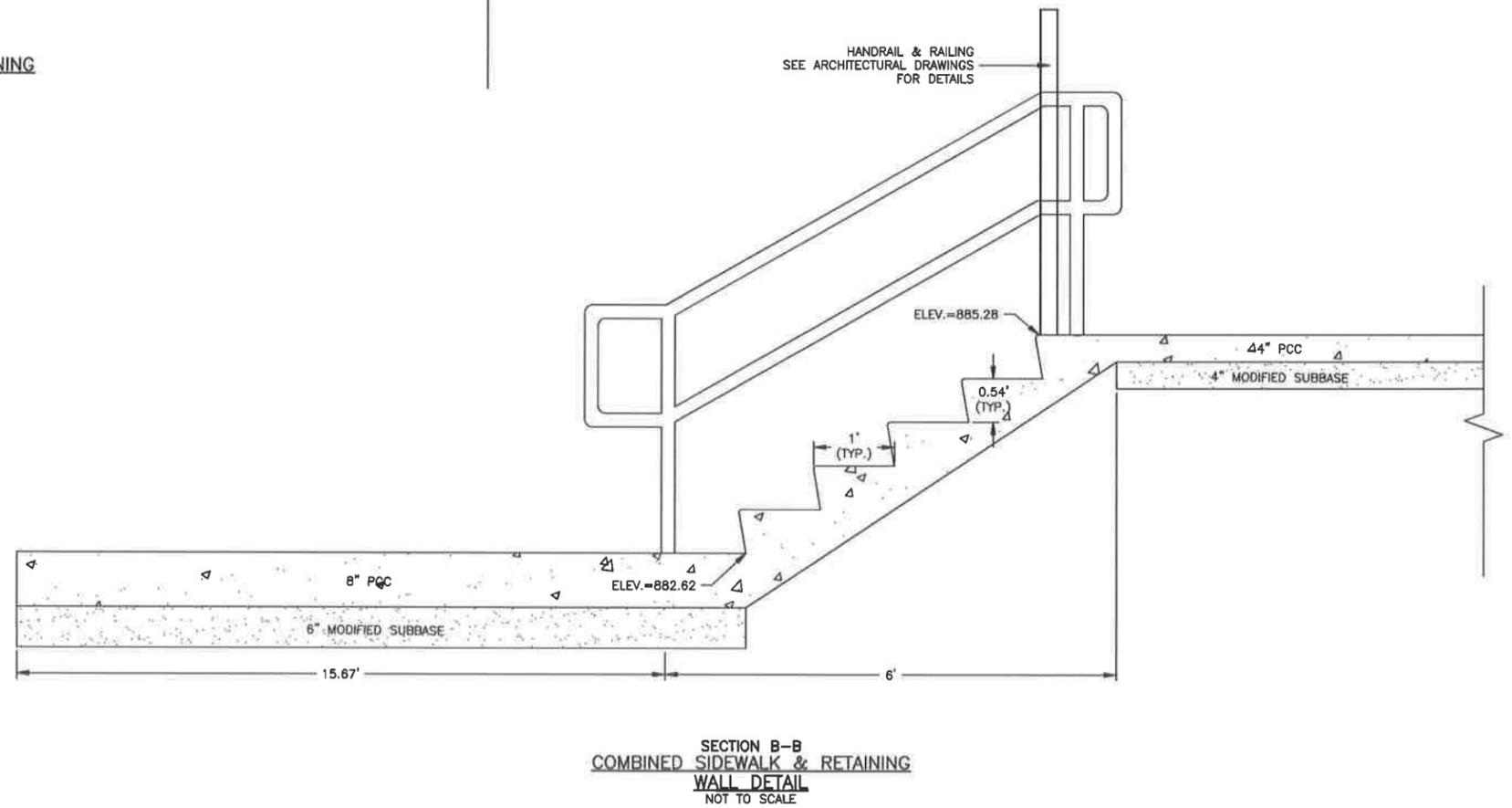
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JOB NUMBER:
17-012

SHEET NUMBER:
A.03

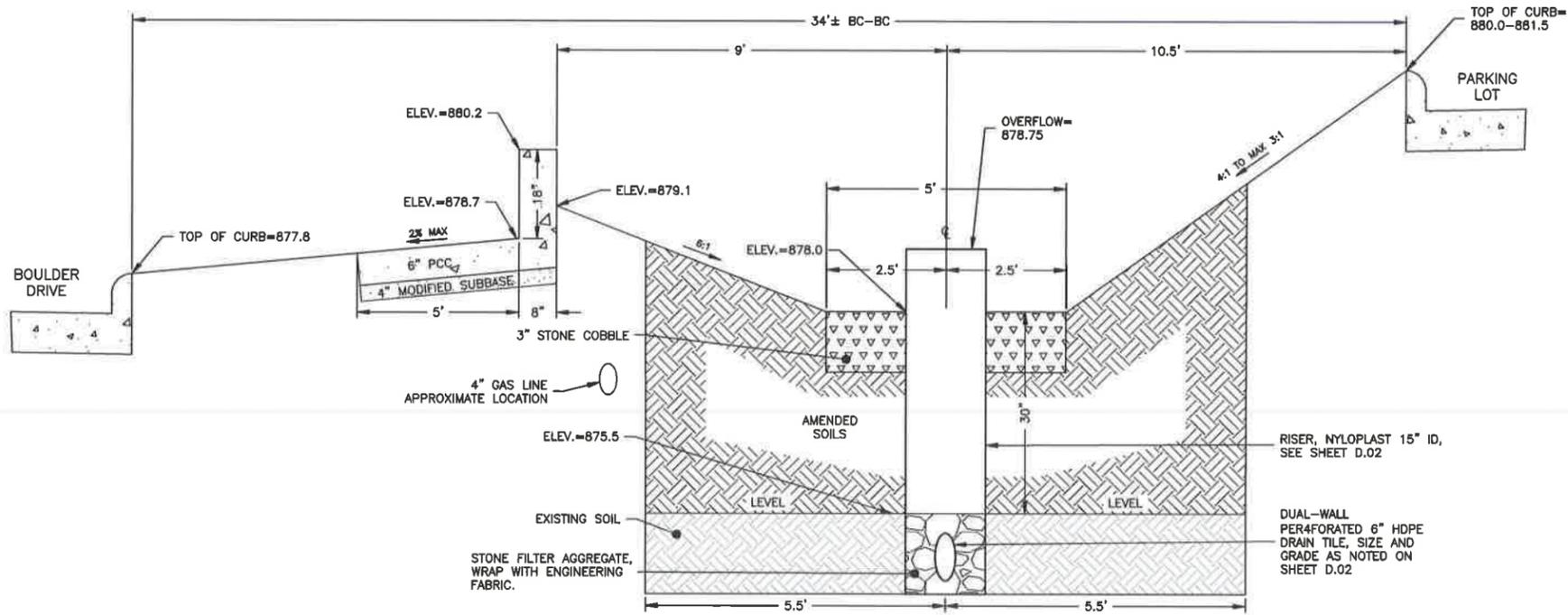


SECTION A-A
COMBINED SIDEWALK & RETAINING
WALL DETAIL
NOT TO SCALE



SECTION B-B
COMBINED SIDEWALK & RETAINING
WALL DETAIL
NOT TO SCALE

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18



DETAIL D.02.1
BIOSWALE CROSS-SECTION DETAIL
NOT TO SCALE



SPLASH BLOCK



SPLASH BLOCK

-124-

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

ESTIMATED QUANTITIES

NO.	CODE	DESCRIPTION	QUANTITY	UNIT
1	2010-108-D-1	TOPSOIL, ON-SITE	1	LS
2	2010-108-E-0	EXCAVATION, CLASS 10	250	CY
3	2010-108-1-0	AMENDED SOIL, BIOSWALE	395	CY
4	2010-108-1-0	BIOSWALE MULCH	6	CY
5	2010-108-1-0	SUBBASE, MODIFIED, 4" THICK	82	TON
6	2010-108-1-0	SUBBASE, MODIFIED, 6" THICK	232	TON
7	4040-108-A-0	SUBDRAIN, 6" HDPE	203	LF
8	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS	4	EA
9	6010-108-B-0	INTAKE, NYLOPLAST, 15" DIA.	3	EA
10	6010-108-G-0	CONNECTION TO EXISTING INTAKE	1	EA
11	7010-108-A-0	PAVEMENT, PCC, 8"	735	SY
12	7030-108-A-0	REMOVAL OF SIDEWALK	400	SY
13	7030-108-B-0	REMOVAL OF CURB	130	LF
14	7030-108-E-0	SIDEWALK, PCC, 4"	245	SY
15	7030-108-E-0	SIDEWALK, PCC, 6"	150	SY
16	7030-108-G-0	DETECTABLE WARNING	10	SF
17	7040-108-H-0	PAVEMENT REMOVAL, PCC	715	SY
18	7080-108-B-0	ENGINEERING FABRIC	265	SY
19	7080-108-E-0	FILTER AGGREGATE	20	TON
20	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1	LS
21	9010-108-A-0	PLANTING	1	LS
22	9010-108-A-0	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	1	LS
23	9072-108-A-0	COMBINED RETAINING WALL-SIDEWALK	525	LF
24	9080-108-A-0	CONCRETE STEPS, TYPE A	70	SF
25	11,050-108-A-0	CONCRETE WASHOUT	1	LS

GENERAL NOTES

- ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2018 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.
- THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.
- CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE OWNER.
- THE CONTRACTOR SHALL NOTIFY CITY OF CEDAR FALLS BUILDING INSPECTION SERVICES AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
- THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
- THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
- CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
- CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
- CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.



ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

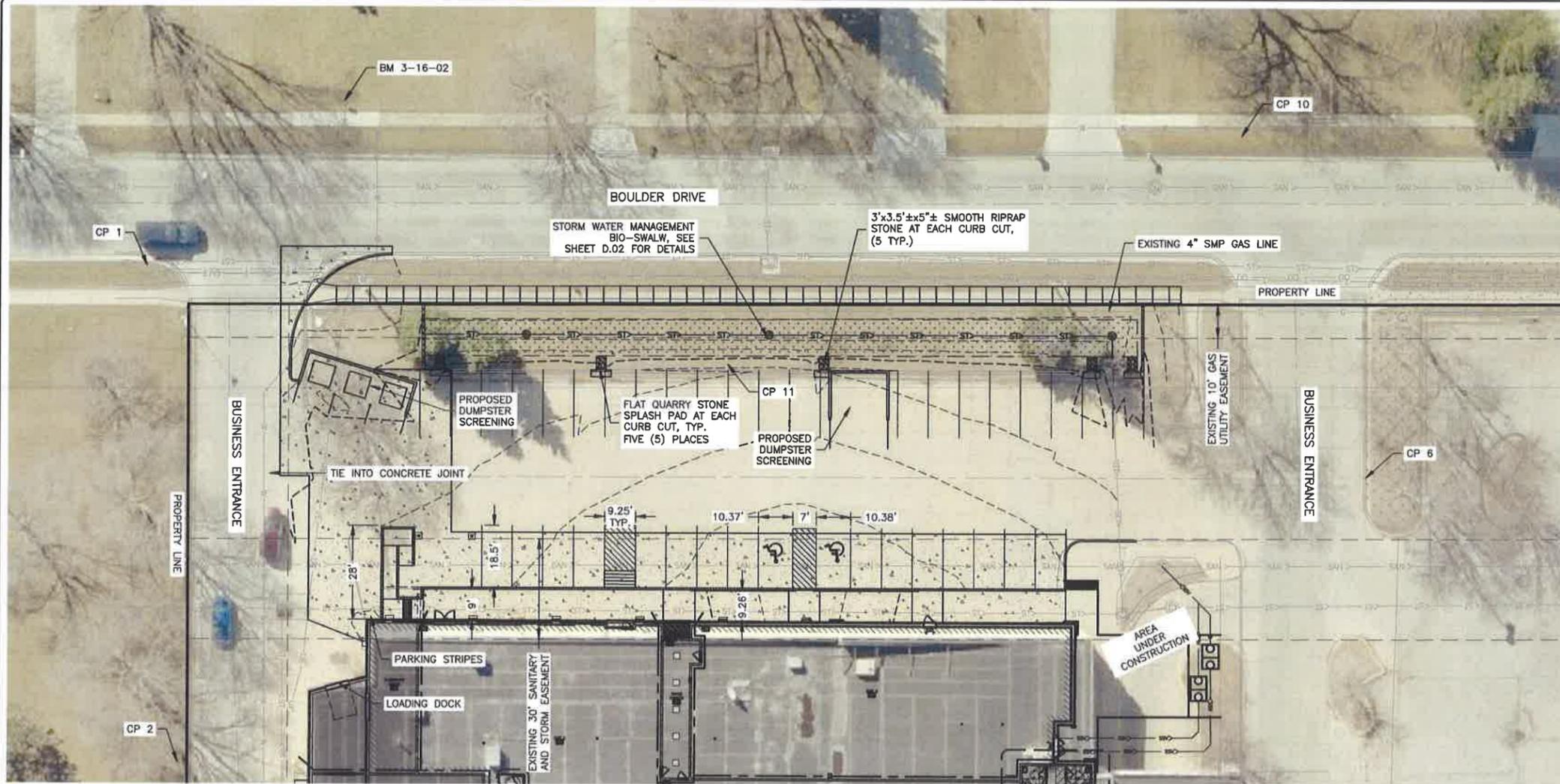
DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

DRAWING:
ESTIMATED QUANTITIES, GENERAL NOTES, &
SUPPLEMENTAL SPECS.

SET TYPE: FINAL
\\C:\WA\17-012 Slumberland West Frontage\Plan\17-012 WFrontage-PLAN SHEETS.dwg, C01

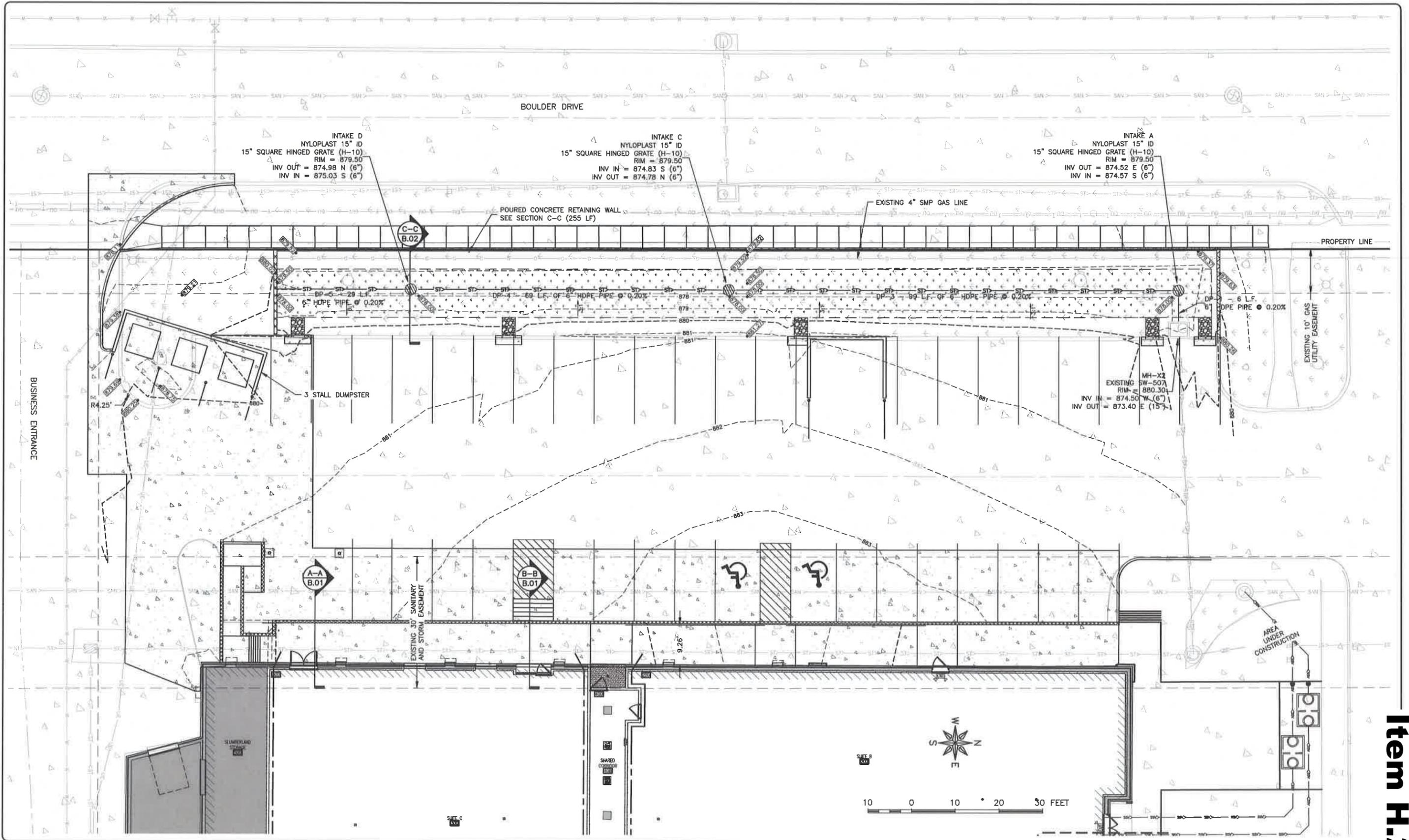
JOB NUM
17-0
SHEET NUM
C.0



SURVEY CONTROL				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP1	8849234.99	15449188.09	878.25	N4RB ALUMINUM CAP
CP2	8849247.57	15449418.78	862.65	CUT "X"
CP6	8849600.83	15449251.96	879.75	CUT "X"
CP10	8849563.55	15449150.00	876.89	N4RB ALUMINUM CAP
CP11	8849408.97	15449217.64	881.09	N4RB ALUMINUM CAP
BM 3-16-02	8849294.13	15449138.89	880.35	CUT "X" ON BOLT BETWEEN E & L OF MUELLER ON FIRE HYDRANT



REVISIONS		
REV. NO.	DESCRIPTION	DATE



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
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6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
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- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

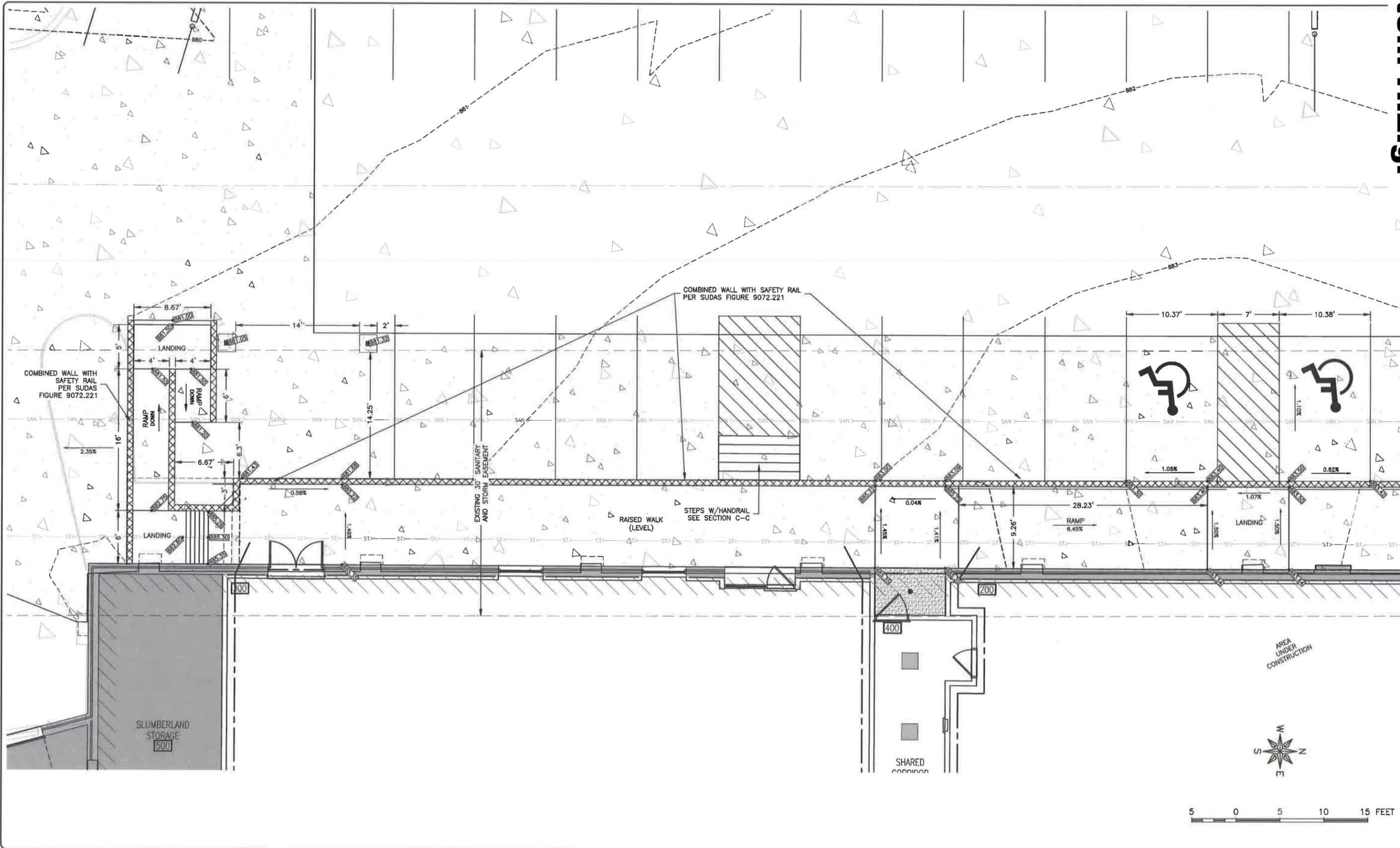
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GRADING AND UTILITIES PLAN

SET TYPE: FINAL

JOB NUMBER
17-0
SHEET NUMBER
D.02

Item H.2.9.



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

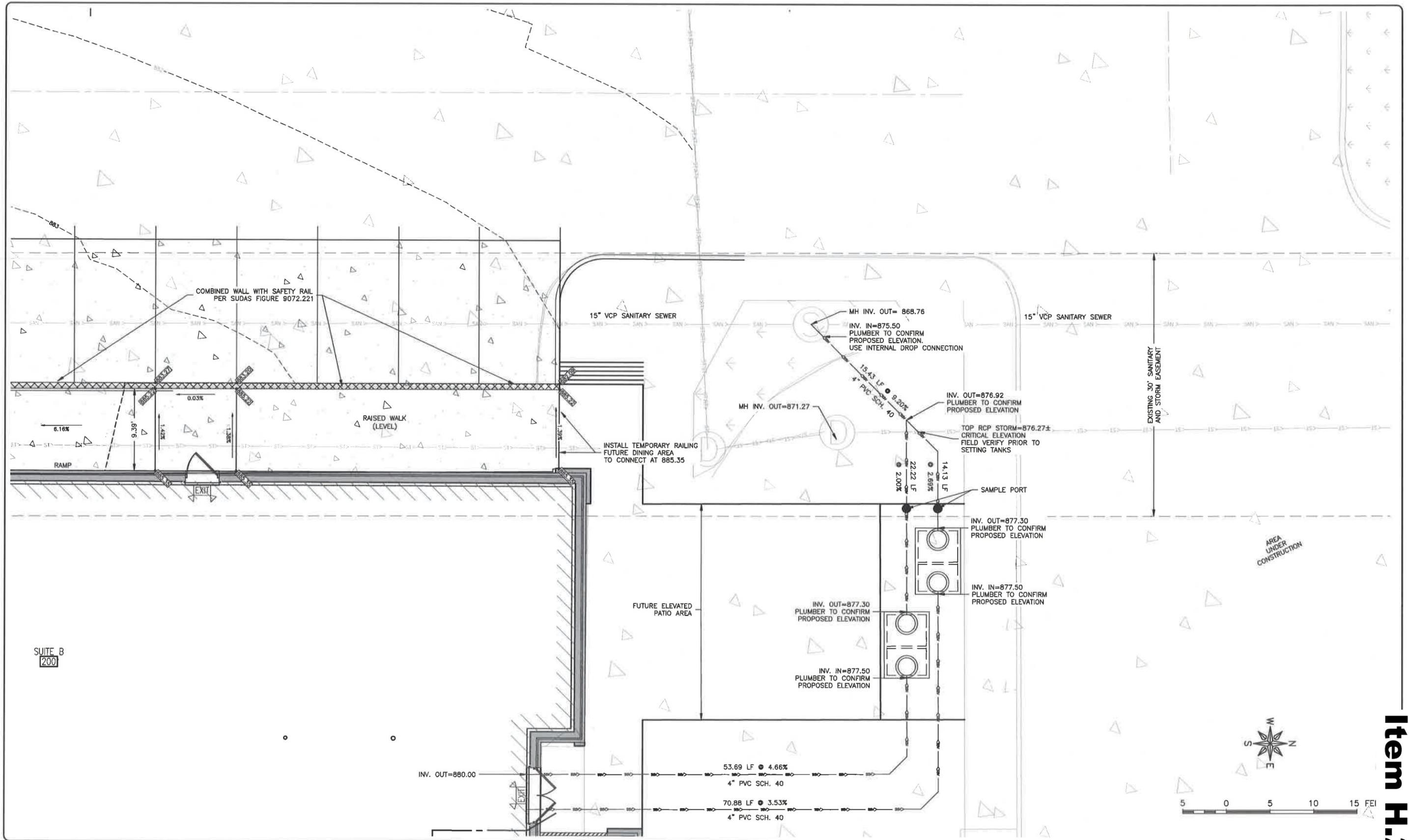
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GRADING AND UTILITIES PLAN

SET TYPE: FINAL

JOB NUMBER:
17-012

SHEET NUMBER:
D.03



AREA UNDER CONSTRUCTION



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

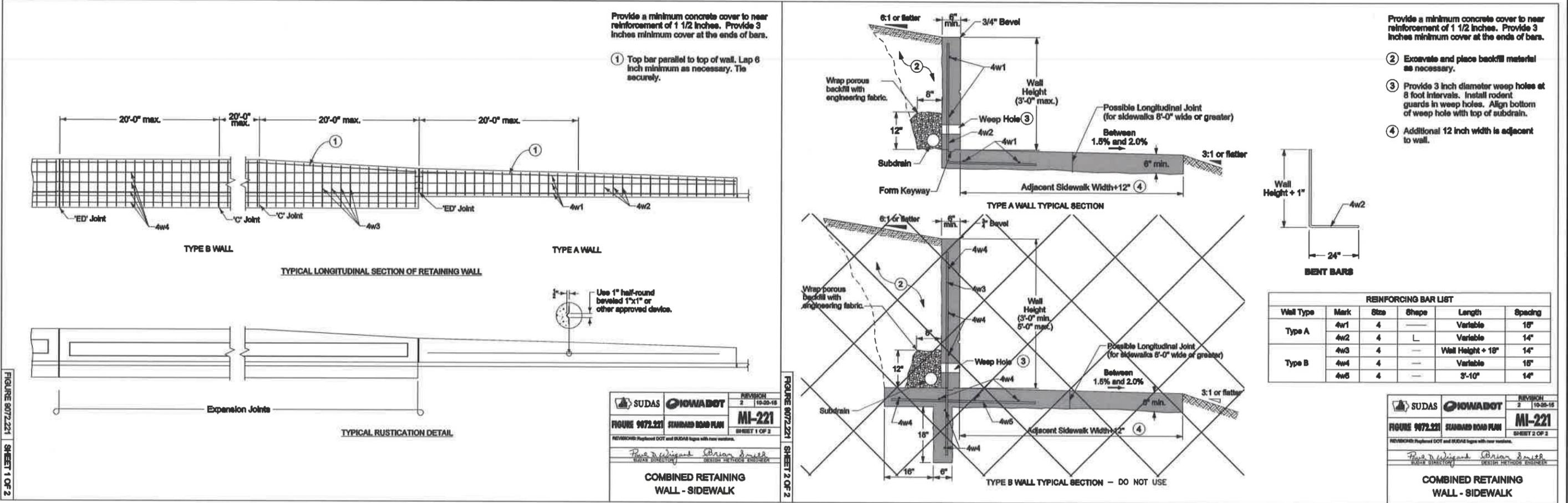
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

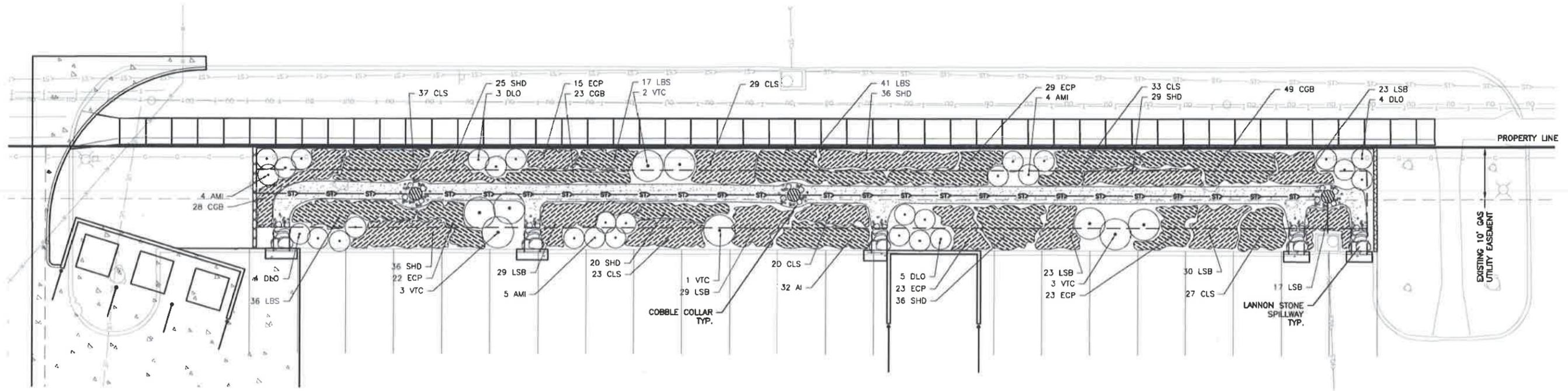
DRAWING:
GRADING AND UTILITIES PLAN

SET TYPE: FINAL

JOB NUM
17-0
SHEET NUM
D.04

Item H.2.9.

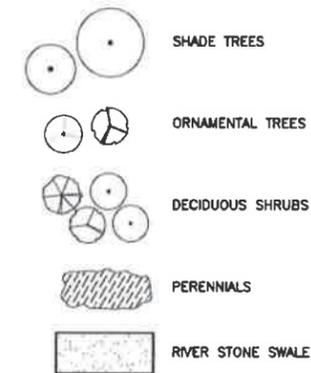




PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SHRUBS					
AMI	13	<i>Aronia melanocarpa</i> 'Iroquois Beauty'	IROQUOIS BEAUTY BLACK CHOKEBERRY	24"	
DLO	16	<i>Diervilla lonicera</i>	DWARF BUSH HONEYSUCKLE	24"	
VTC	9	<i>Viburnum trilobum</i> 'Compactum'	COMPACT AMERICAN CRANBERRYBUSH VIBURNUM	24"	
PERENNIALS AND GRASSES					
AI	32	<i>Asclepias incarnata</i>	SWAMP MILKWEED	1 GAL.	18" O.C.
CGB	100	<i>Carex glauca</i>	BLUE SEDGE	1 GAL.	18" O.C.
CLS	169	<i>Coreopsis lanceolata</i>	SAND COREOPSIS	1 GAL.	18" O.C.
ECP	90	<i>Echinacea purpurea</i>	PURPLE CONEFLOWER	1 GAL.	18" O.C.
LBS	94	<i>Liatris spicata</i>	BLAZING STAR	1 GAL.	18" O.C.
LSB	122	<i>Leucanthemum x superbum</i> 'Becky'	BECKY SHASTA DAISY	1 GAL.	18" O.C.
SHD	146	<i>Sporobolus heterolepis</i>	PRAIRIE DROPSEED	1 GAL.	18" O.C.

LEGEND - LANDSCAPE



LANDSCAPE PLAN

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

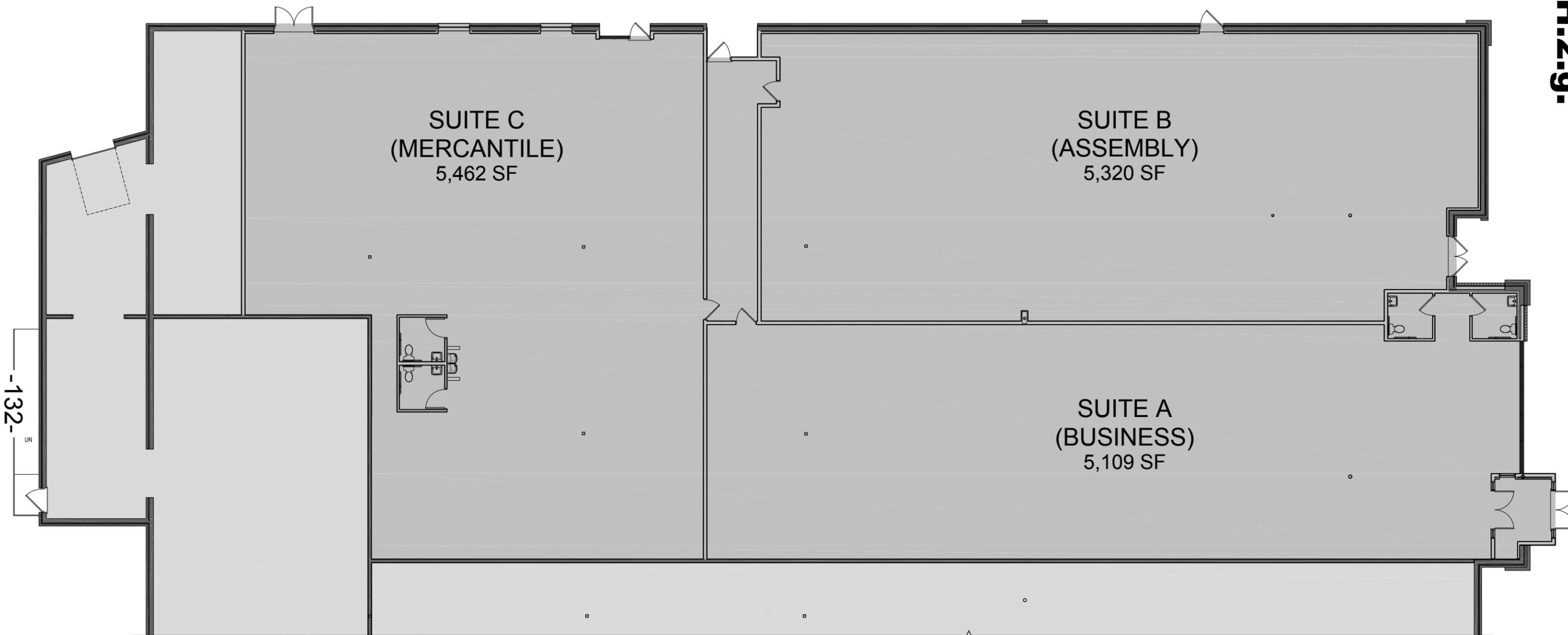
PROJECT AND LOCATION:
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- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/13/2018
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
PLANTING DETAIL
SET TYPE: FINAL
6:\CADD\17-012 Slumberland West Frontage\Plan\17-012 Westfrontage-PLAN Landscaping.dwg, 14.01

JOB NUM:
17-0
SHEET NUM:
LA.0



6607 University Ave Redevelopment

University Avenue | Cedar Falls

 FLOOR PLAN
16,321 SF

6607 University Ave Redevelopment

University Avenue | Cedar Falls



PERSPECTIVE VIEW
(WITH FUTURE TENANT)

Item H.2.g.

6607 University Ave Redevelopment

University Avenue | Cedar Falls

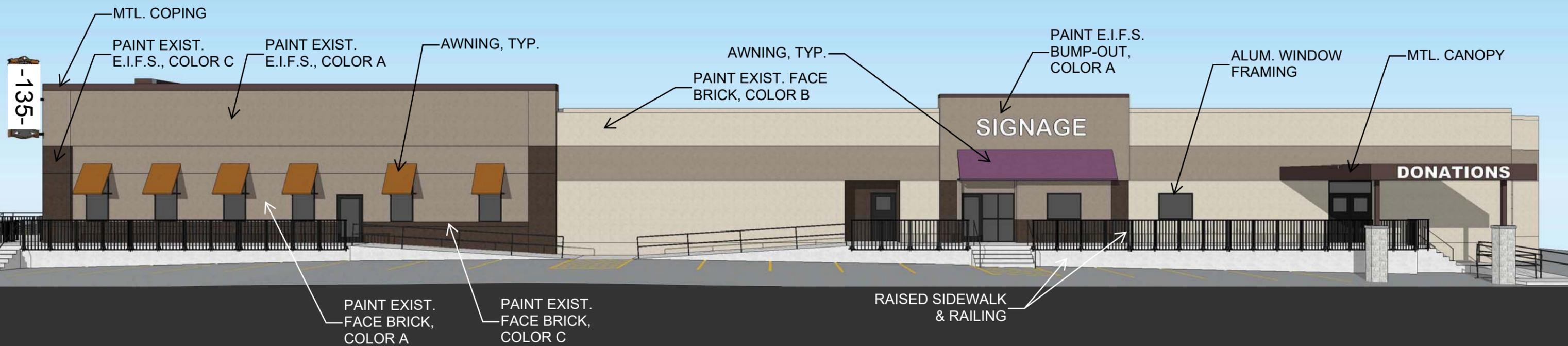
Item H.2.9.



NORTH ELEVATION

6607 University Ave Redevelopment

University Avenue | Cedar Falls



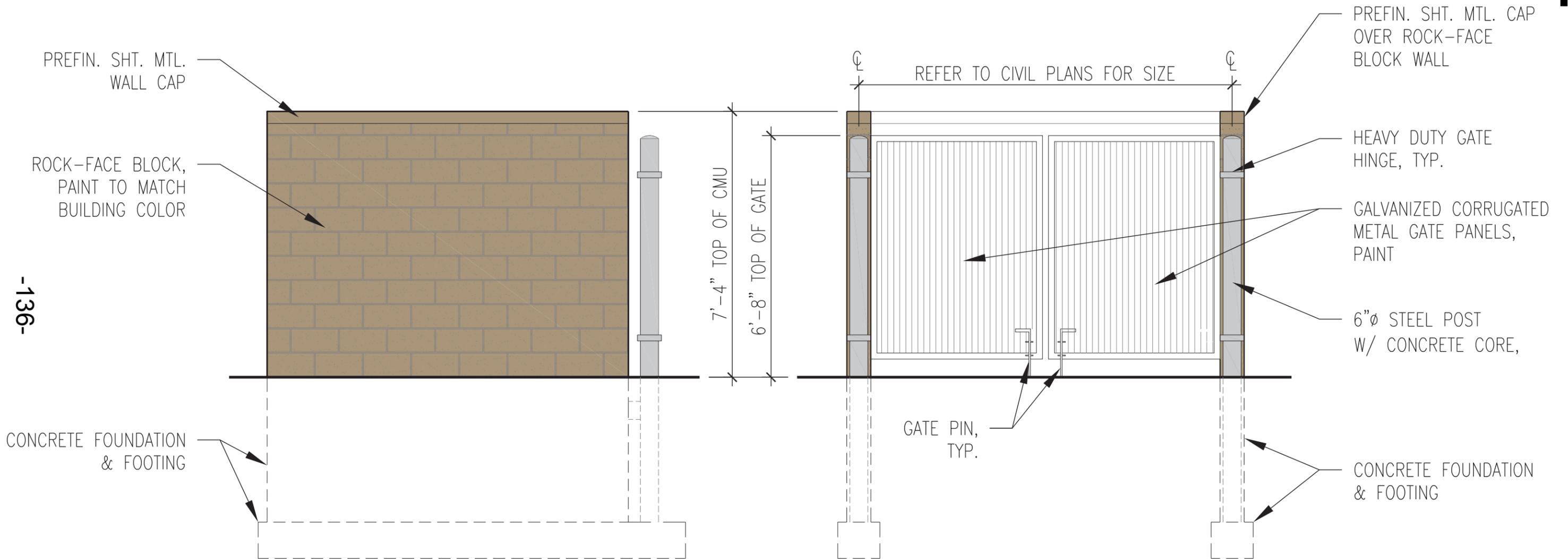
WEST ELEVATION

Item H.2.g.

6607 University Ave Redevelopment

University Avenue | Cedar Falls

Item H.2.9.



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

JDAVIS PROPERTIES, L.L.C., DEVELOPMENT AGREEMENT

This JDavis Properties, L.L.C., Development Agreement (hereinafter “this Agreement”) is made and entered into effective on this ____ day of _____, 2018, between the City of Cedar Falls, Iowa (the “City”) and JDavis Properties, L.L.C., an Iowa limited liability company (“Davis”).

WITNESSETH:

WHEREAS, a certain Developmental Procedures Agreement dated February 15, 2016 was entered into by and between the City, College Square Mall Development, LLC, a Delaware limited liability company, and Davis, which was approved by City Resolution No. 19,877 on February 15, 2016, and which is attached as Exhibit A (hereinafter the “2016 Development Agreement”). Among the purposes of the 2016 Development Agreement was to prescribe plans and procedures for the development of Parcel F, all of the Minor Subdivision Plat of College Square Mall First Addition, Cedar Falls, Black Hawk County, Iowa, such, and being a part of the Northeast Quarter of Section 24, Township 89 North, Range 14 West of the 5th P.M. and a part of the Northwest Fractional Quarter of Section 19, Township 89 North, Range 13 West of the 5th P.M., all in Black Hawk County, Iowa; and

WHEREAS, Davis wishes to further improve Parcel F by remodeling the west side of the building located on Parcel F, including the construction of new storefronts on the north and west side of the building; a canopy approximately 18 feet across and extending approximately 30 feet out from the building near the southwest corner of the building; and an elevated sidewalk and ramp to be located on the west side of the building, all as shown in Exhibit B attached (the “Project”); and

WHEREAS, the 2016 Development Agreement allowed for, upon certain terms and conditions, encroachment upon the City’s existing 30 foot Utility Easement that is located to the west of the building on Parcel F, such Utility Easement being more particularly described in Exhibit “D” of the 2016 Development Agreement (“Easement”); and

Item H.2.g.

WHEREAS, encroachments upon the Easement contemplated in the Project that would be more than as already approved in the 2016 Development Agreement include the raised sidewalk and ramp which will replace existing sidewalk, and the canopy; and

WHEREAS, recent video review of existing City storm sewer and sanitary sewer lines located within the Easement in the area of the Project revealed no major issues that would indicate a need for repair or replacement of the lines as they are now; and

WHEREAS, the City and Davis wish to enter into this Agreement to prescribe plans and procedures for further development of Parcel F by way of the Project; and

WHEREAS, the Cedar Falls Planning and Zoning Commission has recommended to the City Council of the City, approval of the site plan for the Project

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Project Construction. Davis may undertake construction of the Project, at Davis' cost, upon approval by the City Council of the City of this Agreement and of the site plan for the Project. The Project shall be completed by the 31st day of December, 2018. The Project shall comply with all local ordinances, as well as state and federal law. All required permits shall be obtained prior to the commencement of construction of the Project by Davis at Davis' cost, and the Project shall be subject to City inspection and approval as required.

2. Construction Damage to Sewer Lines. Upon completion of the Project, the City will video the sewer lines within the Easement area to determine if any damages to the sewer lines occurred during the construction of the Project. If repairs are needed to the sewer lines as a result of the Project, as determined in the sole discretion of the City, such repairs shall be completed at Davis' cost.

3. Repair and Replacement of Sewer Lines. Davis agrees that at any time sewer lines within the Easement area require repair and/or replacement as determined by the City in its sole discretion, any removal, modification, repair or replacement of ramps, sidewalks, canopy, or any other property of Davis located within the Easement area that is caused by or made necessary by such repair and/or replacement of the sewer lines, shall be at the sole cost of Davis. Davis also assumes the cost of and holds the City and the City's employees, agents, contractors and subcontractors harmless from any and all damage to the building located on Parcel F as well as other property of Davis located within the Easement area that is caused by or made necessary by repair and/or replacement of such sewer lines.

4. Loss of Business and Indemnification. Any repairs to or replacement of the storm sewer lines or sanitary sewer lines within the Easement area may result in a loss or reduction of business operations due to the removal of the access ramps and

sidewalks on the west side of the building or due to other temporary obstructions or barriers. The City shall cooperate with Davis in arranging for temporary access to businesses affected by such repair and/or replacement, but the cost of such temporary access shall be at the sole cost of Davis. The City will not be liable for any business losses that occur during any repair or replacement of said sewer lines. Should any tenant or other occupier of Davis property located on Parcel F assert a claim for any business losses allegedly caused by repairs to or replacement of sewer lines located within the Easement area, Davis agrees to hold harmless and INDEMNIFY the City, its employees, elected and appointed officials, agents, contractors and subcontractors for such claims, including but not limited to attorney fees and expenses.

5. Canopy. The canopy may be constructed over the Easement area. The support posts for the canopy shall be located outside the Easement area. The canopy shall be designed for ease of removal in the event that the City reasonably requires access within the Easement area for inspection, repair and/or replacement of sewer lines, which access Davis hereby grants to the City. The City hereby agrees to provide Davis with reasonable advance notice of the need for such access. Davis shall remove the canopy within 24 hours after notice has been given by the City for this purpose. If the canopy is not removed within the aforementioned timeframe, the City will remove the canopy and any costs incurred by the City in such removal shall be paid by Davis. However, should emergency repairs to the sewer lines be required, the canopy may be required to be removed in less than 24 hours, in which case the City shall provide notice to Davis to remove the canopy as soon as possible. In the event that after such notice Davis is unable or unwilling to remove the canopy in a time frame that is acceptable to the City under the circumstances, then the City may remove the canopy at Davis' cost. Any such removal of the canopy is subject to Paragraph 3 above.

6. Salvage. The City is not responsible for salvaging Davis property in the Easement area, nor to maintain any part of the Project in the Easement area, nor to take care in preserving any items within the Easement area, including any part of the Project, if work by the City in the Easement area is necessary.

7. Restoration of Easement Area. Upon completion of any repair of the public infrastructure within the Easement area, the City will restore the Easement area in earthen material to match the elevation of the existing parking lot grade as identified on the site plan in Exhibit B. Davis shall complete any repairs necessary to the Project or other property of Davis within 90 days from the date that the City completes its work and restoration.

8. No 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 City and any or all of the other parties.

9. Execution of Amendment. This Agreement shall become effective upon execution by Davis and upon approval of this Agreement by the City Council of the City.

Item H.2.g.

10. Amendment Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, grantees and assigns, and this Agreement is a covenant that runs with the land.

11. Governing Law, Jurisdiction and Venue. This Agreement is made under the laws of the State of Iowa and is to be governed and construed in accordance with the laws of the State of Iowa, and venue for any dispute arising under this Agreement shall be in the Iowa District Court for Black Hawk County.

12. Invalidity/Enforceability. If any part of this Agreement is for any reason held invalid, the remaining parts of this Agreement shall remain valid and enforceable to the fullest extent allowed by law.

14. Agreement Ratified. The parties hereby acknowledge and agree that none of the provisions of this Agreement shall affect the provisions of the 2016 Development Agreement, all of which terms and conditions remain the same and are hereby ratified and confirmed, except as otherwise expressly amended herein.

15. Notices. All notices or other communications given by the City to Davis in connection with Paragraph 5 of this Agreement shall be given in writing, including by email, or by telephonic communications (including a voice mail message), as follows:

To Davis: JDavis Properties, L.L.C.
 Attn: Jonathan M. Davis
 6607 University Avenue
 Cedar Falls, IA 50613
 Telephone No: (319) 989-2734
 Email Address: jon.davis@slumberland.com

Or: Keenan Davis
 Slumberland Furniture
 6607 University Avenue
 Cedar Falls, IA 50613
 Telephone No: (319) 269-5469
 Email address: keenan.davis@slumberland.com

IN WITNESS WHEREOF, the City and Davis have executed this Agreement, to be effective as of the date stated at the beginning of this Agreement, which shall be the date the last party executes this Agreement.

City of Cedar Falls, Iowa

By _____
James P. Brown, Mayor

Attest:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the ____ day of _____, 2018, by James P. Brown, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

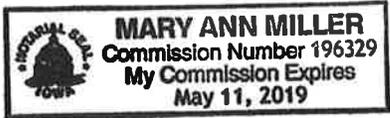
My Commission Expires:

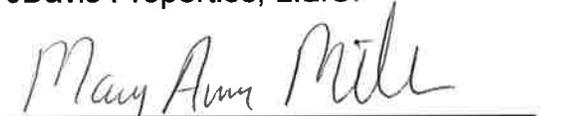
JDavis Properties, L.L.C.

By 
Jonathan Davis, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the 8th day of August, 2018, by Jonathan Davis as Manager of JDavis Properties, L.L.C.




Notary Public in and for the State of Iowa

My Commission Expires:

May 11, 2019

Item H.2.g.

2-10-16 (adding exhibits only)

Preparer{PRIVATE }
Information Michael R. Young 3151 Brockway Road Waterloo (319) 234-4471
Individual's Name Street Address City Phone

S-1 SHOPPING CENTER DISTRICT DEVELOPMENTAL PROCEDURES AGREEMENT

This Developmental Procedures Agreement ("Agreement") is made and entered into this 15th day of February, 2016, by, between and among the City of Cedar Falls, Iowa (the "City"), College Square Mall Development, LLC, a Delaware limited liability company ("CSMD") and JDavis Properties, L.L.C., an Iowa limited liability company ("Davis"), for the purpose of prescribing plans and procedures for Parcel D [0.71 acre], Parcel E [7.51 acres] and Parcel F [4.54 acres] (including but not limited to the Building located thereon), all of Minor Subdivision Plat of College Square Mall First Addition, Cedar Falls, Black Hawk County, Iowa, recorded on January 22, 2013 as Document #2013-15198, and being a part of the Northeast Quarter of Section 24, Township 89 North, Range 14 West of the 5th P.M., and a part of the Northwest Fractional Quarter of Section 19, Township 89 North, Range 13 West of the 5th P.M., all in Black Hawk County, Iowa.

RECITALS

- A. Presently CSMD is the record owner of the above-described real estate consisting of the aforementioned Parcels D, E and F.
- B. Parcels D, E and F were created when the Minor Subdivision Plat of College Square Mall First Addition (the "Subdivision") was approved and accepted by the City Council of Cedar Falls on January 14, 2013, and are located within an S-1 Shopping Center District.
- C. A Declaration of Easements, Covenants and Restrictions (the "ECR Declaration") was filed by CSMD in conjunction with the Subdivision that established a uniform system of development for Parcels D and F and for the future sale or lease of Parcels D, E and F, and created certain easements, covenants and restrictions applicable to Parcels D, E, and F, and certain uses and maintenance of all improvements located on Parcels D, E and F. The ECR Declaration was dated January 9, 2013, and consists of pages 5 through 23 of Doc. #2013-15198, which was filed with the Black Hawk County Recorder on January 22, 2013.
- D. Davis is a contract purchaser of Parcel F pursuant to the terms of a certain Purchase and Sale Agreement between CSMD as seller and Davis as purchaser effective September 1, 2015.

E. Davis wishes to improve Parcel F by remodeling and updating the vacant building located thereon, which was a Hy-Vee grocery store ("Building").

F. CSMD supports Davis' plan to improve Parcel F and understands that the closing on its sale of Parcel F to Davis is conditioned upon City's approval of Davis' remodeling plans and proposals with respect to Parcel F.

THEREFORE, in consideration of the mutual covenants stated herein, the City, CSMD and Davis agree as follows:

1. Remodel of Building on Parcel F. Following the closing of the purchase of Parcel F from CSMD, Davis will remodel and update the Building consisting of approximately 60,000 square feet in accordance with the elevation drawings attached as Exhibit "A". The interior will be remodeled and upgraded to City building codes to provide space for a retail furniture store of approximately 40,000 square feet and several smaller retail spaces to be located in the northwesterly portion of the building with access on the north. The retail rental suites are likely to consist of no more than 20,000 square feet in total area. All work must meet all City building codes and Davis shall obtain a building permit from the City prior to beginning construction.
2. Parcel F Signage. As part of the Davis remodeling project, signage on Parcel F consists of a wall sign on the north for the furniture store, and wall signs on the northwest corner -- one for each of the retail suites, all as conceptually shown on the elevation drawings (Exhibit "A"). In addition, a pylon sign will be installed near the northwest corner of the building. A rendering of the conceptual pylon sign is attached as Exhibit "B". All signage must meet City sign ordinance requirements, and Davis shall obtain a sign permit from the City for such signage prior to beginning installation.
3. Parcel F Site Plan. As part of the Davis project, the existing parking lot will be restriped in accordance with the Site Plan attached as Exhibit "C". The Site Plan shows details of parking design and layout, landscaping, drives, sidewalks and other exterior features of Parcel F, which are unchanged from its present configuration, with the exception of: (a) certain tree plantings, consisting of between four (4) and six (6) trees along the west edge of Parcel F adjacent to Boulder Drive (the "Tree Plantings"); (b) proposed reconstruction by the City of Boulder Drive and its accompanying sidewalk and the portion of the access road that connects to Idaho Road in conjunction with the University Avenue Reconstruction project (the "University Avenue Project"); and (c) construction of an island along the north edge of Parcel F (the "New Island") with gaps in the New Island which align with the access aisles located between the rows of parking stalls in order to control the flow of vehicular traffic between Parcel F and such access road. The New Island improvements will be designed and constructed in substantial compliance with Exhibit C, and shall be compatible with final construction by the City of the University Avenue Project, and in no event shall the New Island and the Tree Plantings exceed a cost of \$15,000.00 to Davis. Furthermore, minor repairs to curbing and lot surface will be made as necessary by Davis. The parties acknowledge that the proposed changes to Parcel F as reflected in Exhibits A, B and C are in compliance with certain City requirements only to the extent specifically noted in this Agreement.
4. S-1 Zoning. The existing Parcel F improvements were constructed in 1969. The S-1 zoning district was established by Cedar Falls Zoning Ordinance 1300, which was adopted in 1970. Ordinance 1300 zoned the property which is now Parcel F as S-1 shopping center district. Under Section 29-148(6) of Ordinance 1300, all shopping centers in existence at the

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time of the adoption of Ordinance No. 1300, including the improvements then in existence on Parcel F, were considered to have met all the requirements of S-1 zoning. Also, under Ordinance 1300, any new construction, additions, enlargements, etc., to structures within such shopping centers need only comply with the use and bulk regulations of the C-2 district. The building located on Parcel F and the proposed improvements thereto comply with S-1 zoning as it currently exists. Nothing in this Agreement shall be interpreted as impairing the City's ability to amend its zoning ordinances or ensure compliance with then existing zoning requirements on a going-forward basis, with the following qualification:

(a) To the extent the City Council alters the S-1 zoning applicable to Parcel F prior to the completion of the Project described in Section 8, pursuant to which alteration the Project would otherwise be deemed non-conforming under the new zoning regime, the Project shall be considered a pre-existing, non-conforming use with respect to the new zoning regime provided that the Project is completed within the timetable set forth in Section 8.

5. Common Maintenance of Parcels D, E, and F. Pursuant to Section 2.2 (a) of the ECR Declaration, each owner of Parcels D, E, and F agrees to maintain all improvements on its respective parcel in good order and condition and state of repair to the standards of what is typical for a first-class shopping center and in compliance with all applicable laws.

6. Building Encroachment upon Utility Easement. According to a December 18, 2012 survey of what became the aforementioned Subdivision (of which Parcel F is a part) prepared by licensed surveyor Michael R. Fagle (the "Survey"), the Building on Parcel F encroaches over and upon City of Cedar Falls easements to the west of the Building but shows no dimensions that would specify the extent of the encroachments. Mr. Fagle prepared a plat of Parcel F that shows the location and extent of Building encroachments upon City of Cedar Falls easements, as follows: that the west wall of the building encroaches over the thirty-foot Sanitary and Storm Sewer Easement (Book 165, page 557) from a maximum of 5.15 feet to a minimum of 4.68 feet. A copy of Mr. Fagle's plat showing the encroachments is attached hereto as Exhibit "D". The area of the encroachment is described as follows:

The East 5.15 feet of the North 214 Feet of the South 267 Feet of that portion of the Sanitary and Storm Sewer Easement in favor of the City of Cedar Falls, Iowa (Miscellaneous Book 165, page 557) running over, under and across Parcel F of Minor Subdivision Plat of College Square Mall First Addition, Cedar Falls, Black Hawk County, Iowa, recorded in Document #2013-15198.

The City agrees that the encroachment of the existing Building upon the aforementioned City easement is permitted; that Davis, and its successors and assigns, are allowed to leave the existing Building undisturbed in its present location on Parcel F, and that Davis, and its successors and assigns, may add adjacent improvements over the easement area, such as sidewalks, awnings, overhangs, landscaping, parking areas and drives, at its own risk except:

- A. the footprint of the existing building shall not be expanded to the west; and
- B. improvements, if any, made upon the easement area shall not disturb the City sanitary and storm sewer lines or other utilities positioned or to be positioned underground through the easement area; and
- C. if required by then-applicable City ordinances or other City requirements, detailed plans for any such improvements shall be presented to and approved by the City before the improvements are constructed; and

- D. such improvements shall not change ground elevation without City approval.

CSMD and Davis understand and agree that in maintaining, repairing, replacing, or constructing existing or future utilities located or to be located within the easement area, the City will take reasonable steps to avoid damage to the Building on Parcel F, but the City shall not be liable for damage to the Building or related improvements caused by such activity conducted within the easement area that is not the result of any negligent acts or omissions of the City, its employees, agents, contractors or subcontractors. The parties expressly agree that if the City cannot maintain, repair, replace, or construct existing or future utilities located or to be located within the easement area without causing damage to the Building or related improvements, even through the exercise of reasonable care, that the City shall nonetheless be allowed to maintain, repair, replace, or construct existing or future utilities in the easement area and shall not be responsible for any resulting damage to the Building or related improvements.

7. Storm Water. The City, Davis and CSMD agree that no additional storm water detention work is required on Parcels D, E, and F at this time on the basis that the extent of the work currently anticipated constitutes minor repairs and that the addition of small islands reduces impervious surface areas and does not result in additional storm water runoff. Projects beyond the scope of those identified herein may be subject to the storm water ordinance, depending upon their scope.

8. Timetable for Davis Project - Parcel F. The timetable for the Davis Project with respect to Parcel F shall commence upon the closing of the purchase of Parcel F in the first quarter of 2016 with some of the work timed as reasonable or necessary to coincide with the University Avenue Project, including the proposed roundabout at the intersection of University Avenue and Boulder Drive, which is likely to occur in late 2016 or sometime in 2017. The Project will consist of the following:

- A. Remodel 40,000 square feet (approximately) of the building into a Slumberland furniture store. Complete interior demising walls to separate approximately 20,000 square feet for tenant retail suites in the northwest corner of the building.
- B. Improve the building exterior as shown on Exhibit "A".
- C. Repair as necessary and restripe the north parking lot with any necessary refreshing of existing landscaping shown on Exhibit "C".
- D. The Tree Plantings and New Island improvements shall be completed not later than December 31, 2018.

9. Timetable for Parking Lot Improvements to Parcels D & E. CSMD agrees to maintain the north parking lot of Parcels D & E in good order and state of repair. By December 31, 2023, CSMD or its successor in interest, as owner of Parcels D & E, will construct islands along the north edges of Parcels D & E (the "D & E Islands") with gaps which align with the access aisles located between the rows of parking stalls in order to control the flow of vehicular traffic between Parcels D & E and such access road. The D & E Islands will be designed and constructed in a similar manner with adjacent parking lot improvements such as the New Island for Parcel F described in Paragraph 3 above, which New Island is depicted in Exhibit C; shall be in conformance with City code; and shall be subject to prior approval by the City. In no event shall the D & E Islands exceed a cost of \$10,000.00 to CSMD or its successor in interest.

Item H.2.g.

10. Permits and Off-Street Parking. Upon approval of this Agreement by the City Council of City, and upon execution of this Agreement by all parties, the City will issue all necessary building and occupancy permits for the Project improvements described in Paragraph 8, provided that Davis and the Project are in compliance with all applicable building, electrical, gas, plumbing, mechanical and fire codes contained in Chapters 7 and 11 of the City Code of Ordinances. The City acknowledges that Parcel F and the project improvements shown on Exhibits "A" and "C" satisfy the off-street parking requirements of Section 29-177 of the City Code of Ordinances, as currently presented in Exhibit F.

11. Notices. All notices given under this Agreement shall be deemed to have been properly given when addressed as provided below and shall be deemed effective: (i) upon receipt if sent by first-class United States mail, postage prepaid, or (ii) one (1) business day after being sent by a recognized overnight delivery service such as Federal Express or United Postal Service. Each party shall have the right to change its address by giving the other party written notice thereof.

Notices required to be given to the City shall be addressed to:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Attention: Stephanie Houk Sheetz
Interim Director of Community Development

Notices required to be given to Davis shall be addressed to:

JDavis Properties, L.L.C.
1602 290th St.
Brandon, IA 52210
Attention: Jonathan Davis, Manager

with a copy to:

David R. Mason
Redfern, Mason, Larsen & Moore, P.L.C.
415 Clay St.
Cedar Falls, IA 50613

Notices required to be given to CSMD shall be addressed to:

College Square Mall Development, LLC
GK Development, Inc.
257 E Main St., Suite 200
Barrington, IL 60010

with a copy to:

Michael R. Young
Dutton, Braun, Staack & Hellman, PLC
3151 Brockway Road

Waterloo, IA 50701

12. Entire Agreement, Counterparts and Amendments. This Agreement, together with the Exhibits as incorporated, shall constitute the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all other prior agreements, representations and understandings, both written and oral, except to the extent incorporated in this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which taken together shall constitute a single instrument. No amendment, modification or alteration of any of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties. No waiver of any of the terms or provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar).

13. Severability and Construction. If any of the terms or provisions of this Agreement are found to be invalid or unenforceable, whether by operation of law, order of court or otherwise, such term or provision shall be ineffective or unenforceable only to the limited extent required by law without affecting, in any manner, the remaining terms or provisions of this Agreement or the validity or enforceability thereof. Words or any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and vice versa, unless the context requires otherwise.

14. Governing Law. THIS AGREEMENT AND ALL TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES.

15. Submission to Jurisdiction and Venue. THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY, FOR THE PURPOSE OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY WAIVES ANY OBJECTIONS WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY.

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

WHEREFORE, the parties have entered into this Agreement as of the date first above written.

[Signature Pages Follow]

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(SEAL)

CITY OF CEDAR FALLS, IOWA

By: *James P. Brown*
James P. Brown, Mayor

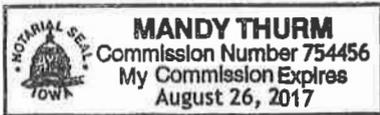
ATTEST.

By: *Jacqueline Danielsen*
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 16th day of February, 2016, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

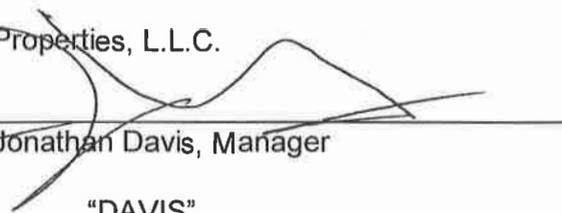
Mandy Thurm
Notary Public in and for Black Hawk County, Iowa



"CITY"

JDavis Properties, L.L.C.

By:


Jonathan Davis, Manager

"DAVIS"

STATE OF IOWA, COUNTY OF BLACK HAWK, ss

This instrument was acknowledged before me on
Jonathan Davis as Manager of JDavis Properties, L.L.C.

February 15

, 2016 by



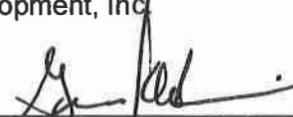
Mary Ann Miller, Notary Public



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College Square Mall Development, LLC

By: GK Development, Inc
Its: Manager

By: 
Its: GAGO KHOLAMIAD [print name]
PRESIDENT [Title]

"CSMD"

STATE OF Illinois, COUNTY OF Cook

This instrument was acknowledged before me on February 12, 2016, 2016,
by Gago Kholamiad
as President
of GK Development, Inc., Manager of College Square Mall Development, LLC.

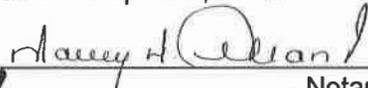
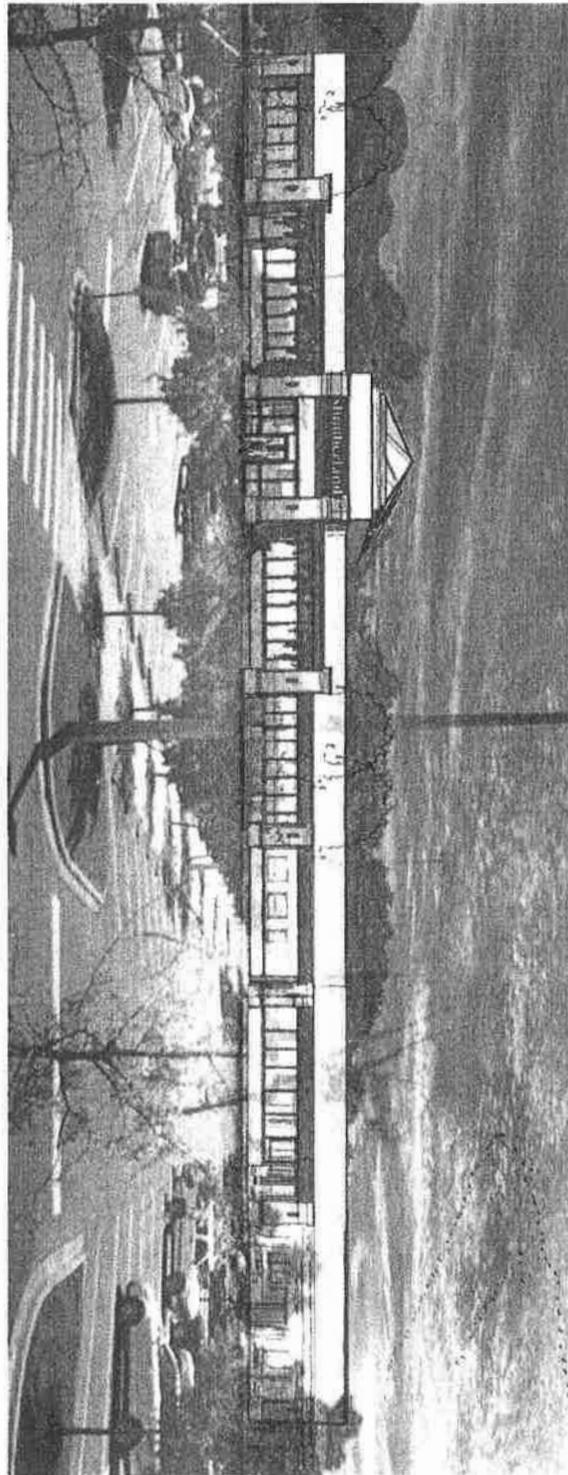
, Notary Public



EXHIBIT A
[Building Elevations]



Item H.2.g.

**EXHIBIT B
[Signage]**

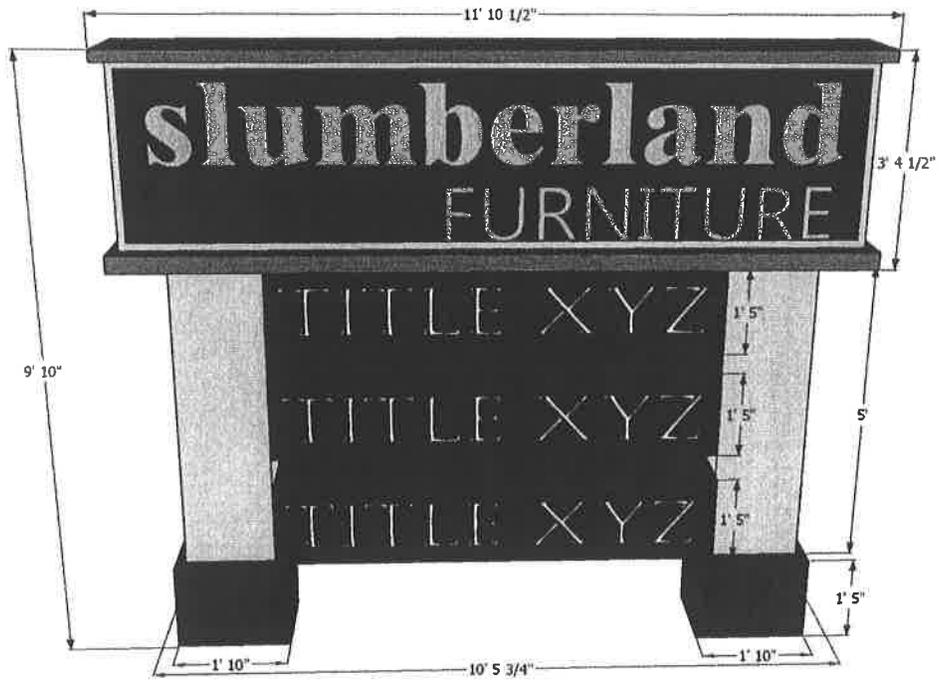


EXHIBIT C
[Islands]

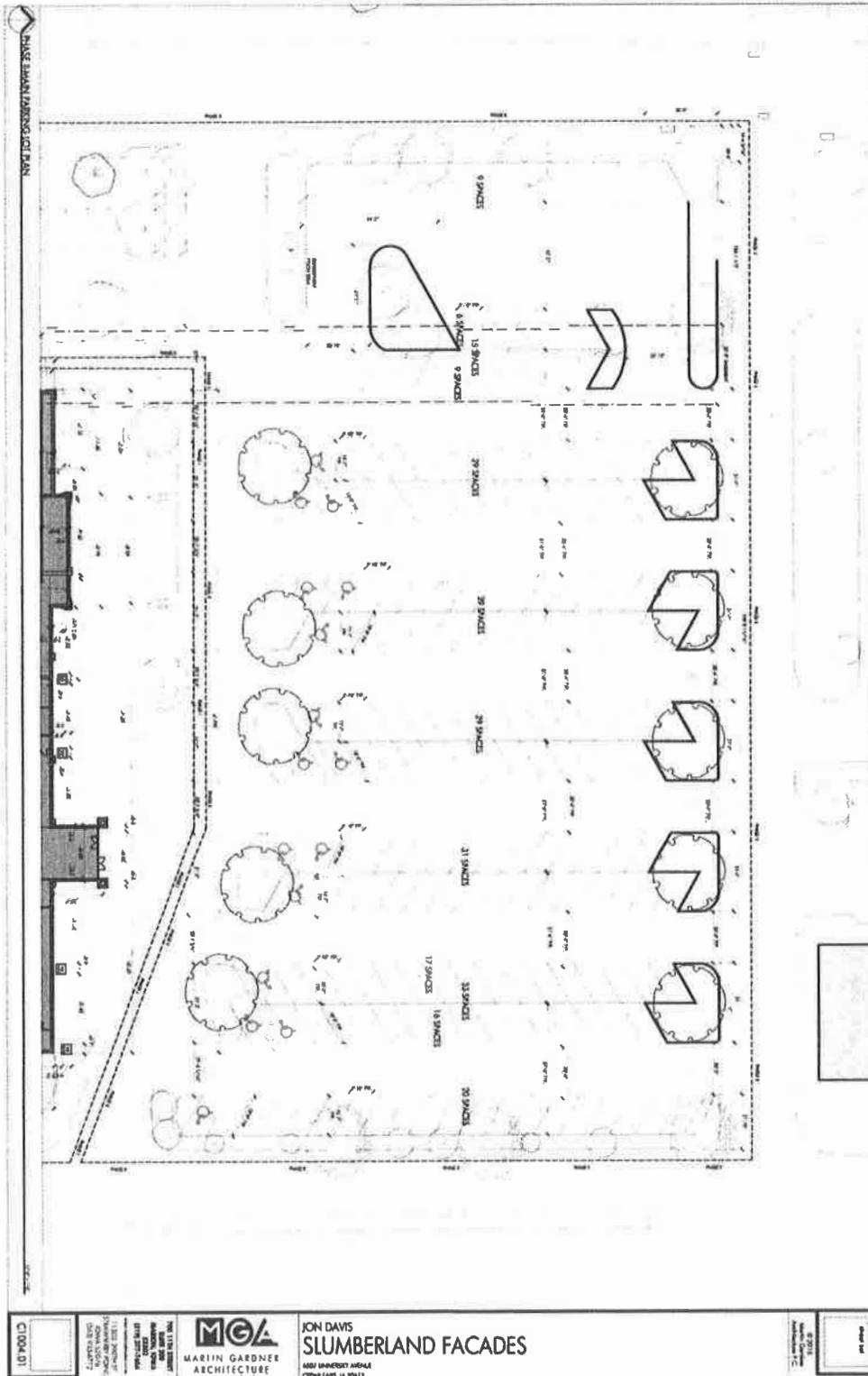


EXHIBIT D
[Encroachments]

ENCROACHMENT PARCEL F
MINOR SUBDIVISION PLAT
COLLEGE SQUARE MALL
FIRST ADDITION
CEDAR FALLS, IOWA

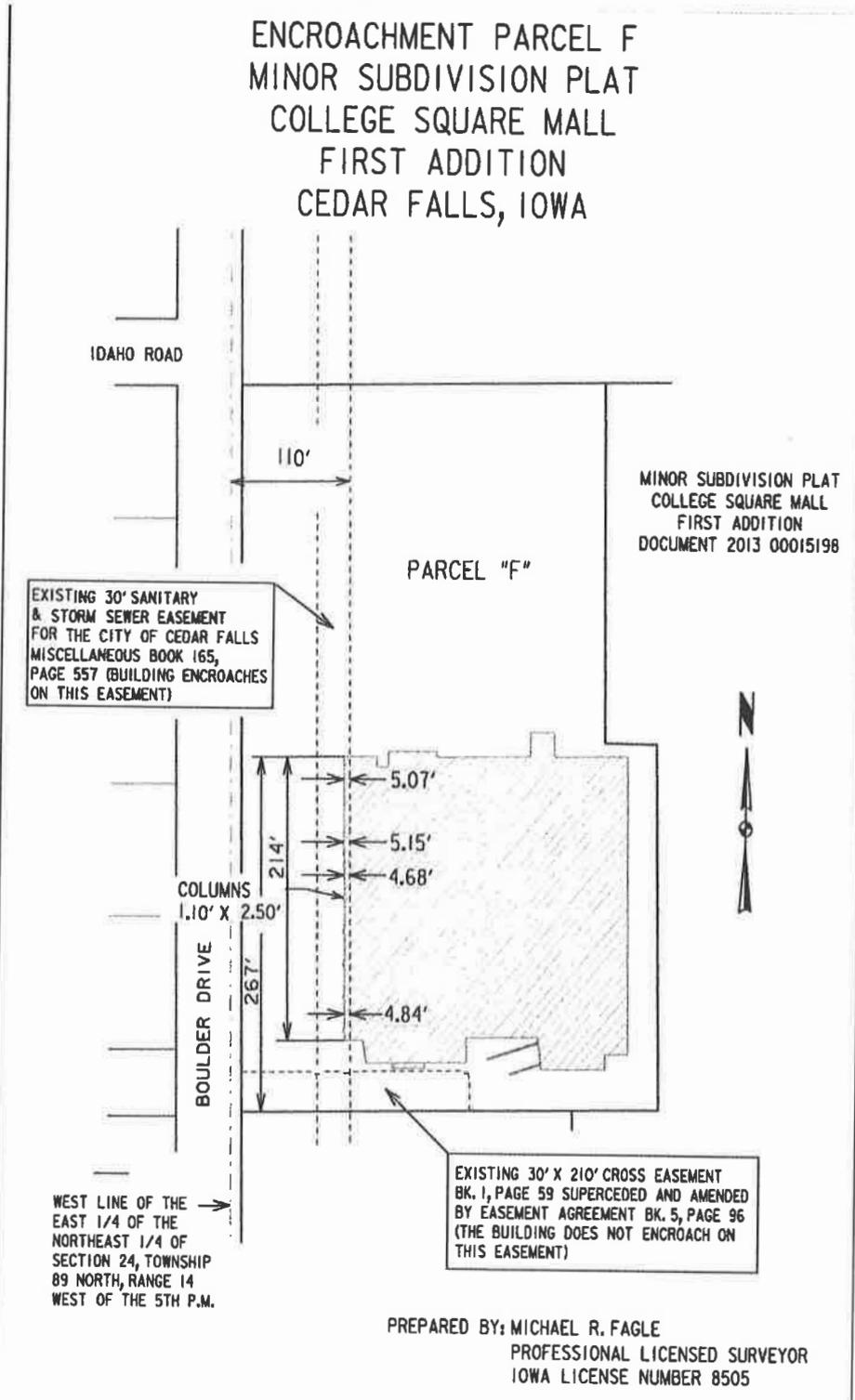


EXHIBIT F
[Parking Details]

Square Footage*	Use*	Employees*	Required	Provided
36,984	Furniture store	15	82	
2,952.8	Restaurant	10	25	
15,089	Retail stores	NA	68	
557.5	Demolish	NA	NA	
4,179.7	Not identified	NA	NA	
59,763			175	181



SLUMBERLAND SITE IMPROVEMENTS - WEST FRONTAGE

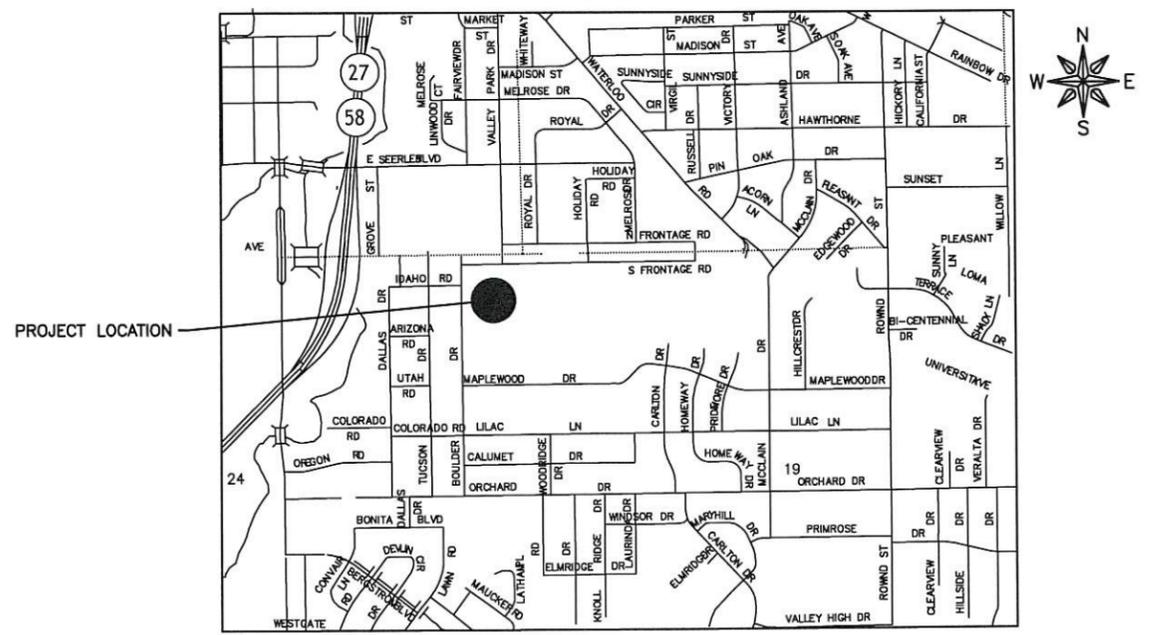
FOR JDAVIS PROPERTIES LLC

CEDAR FALLS, IOWA

SHEET INDEX		
NUMBER OF SHEETS	SHEET NUMBER	SHEET DESCRIPTION
1	A.01	TITLE SHEET
1	A.02	LEGEND
1	A.03	EXISTING SITE & REMOVALS & SWPPP PLAN
2	B.01-B.02	TYPICAL CROSS SECTIONS
1	C.01	ESTIMATED QUANTITIES, GENERAL NOTES, SUPPLEMENTAL SPECS
1	D.01	SITE DEVELOPMENT PLAN
3	D.02-D.04	GRADING & UTILITIES PLAN
1	U.01	DETAILS
1	LA.01	LANDSCAPING PLAN
12	-	TOTAL SHEETS IN PLAN SET



17-012
BLACK HAWK COUNTY
8/6/2018



-156-

OWNER/DEV	JDAVIS PROPERTIES LLC
ADDRESS	6607 UNIVERSITY AVENUE CEDAR FALLS, IOWA 50613
P#	(319) 235-0155

UTILITY INFO - CITY OF CEDAR FALLS	
UTILITY TYPE	COMMON NAME
SANITARY & STORM SEWER	CITY OF CEDAR FALLS
ELECTRIC	CEDAR FALLS UTILITIES
TELEPHONE	MEDIACOM, CENTURY LINK, CEDAR FALLS UTILITIES
GAS	CEDAR FALLS UTILITIES
CABLE	MEDIACOM, CEDAR FALLS UTILITIES
WATER	CEDAR FALLS UTILITIES

(CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS TO BE MADE.)

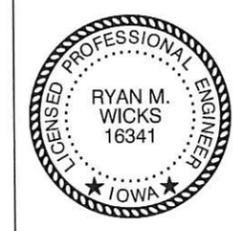


ILLINOIS IOWA WISCONSIN
MANCHESTER, IOWA
1919 210TH STREET
MANCHESTER, IA 52057
P# (563) 927-2060
F# (563) 927-3603

The 2018 Version of the Urban Standard Specifications for Public Improvements, also known as SUDAS (2018), plus Fehr Graham Supplemental Specifications and Special Provisions shall apply to construction work on this project.

1-800-292-8989
www.iowaonecall.com

FINAL



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
Ryan M. Wicks 8/6/2018
Ryan M. Wicks, P.E. Date
License Number 16341
My license renewal date is December 31, 2019.
Pages or sheets covered by this seal: All

REVISIONS		DATE CREATED: 8/6/2018
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

ABBREVIATIONS

<	ANGLE
ABC	AGGREGATE BASE COURSE
AC	ACRE(S)
ACI	AMERICAN CONCRETE INSTITUTE
AGR	AGGREGATE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ARCH	ARCHITECT
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BALL VALVE
BFP	BACKFLOW PREVENTER
BIT	BITUMINOUS
BLDG	BUILDING
BLK	BLOCKING
BM	BENCHMARK
BOT	BOTTOM
BSMT	BASEMENT
BV	BUTTERFLY VALVE
B-B	BACK-TO-BACK OF CURB DIMENSION
CL or C	CENTERLINE
C to C	CENTER TO CENTER
C & C	CURB AND GUTTER
CF	CUBIC FEET
CHD	CHORD LENGTH
CI	CAST IRON PIPE
CHK	CHECK VALVE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CTY	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
C-B	CENTERLINE TO BACK OF CURB DIMENSION
COORD	COORDINATE
CU	COPPER PIPING
CTRS	CENTERS
CY	CUBIC YARDS
CS	CORPORATION STOP
D	DEGREE OF CURVE
DEP	DEPRESSED
DET	DETAIL
DIAG	DIAGONAL
DIM	DIMENSION
DI	DUCTILE IRON PIPE
DN	DOWN
DNSTR	DOWNSTREAM
DP	DRAINAGE PIPE/STORM PIPE
DWG	DRAWING
E	EAST
EJ	EXPANSION JOINT
EL, ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
EW	EACH WAY
EXP	EXPANSION
EX, EXIST	EXISTING
EXT	EXTERIOR
E =	EXTERNAL DISTANCE
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIELD ENTRANCE
FF	FINISH FLOOR
FIL	FILLET
FIN	FINISH
FL	FLOW LINE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FRMG	FRAMING
FTG	FOOTING
F-F	FACE TO FACE
GA	GAUGE
GI	GALVANIZED IRON PIPE
GRD	GRADE
GRS	GRATING SUPPORT
GRT	GROUT
GV	GAS VALVE
GYP	GYPSONIUM
HSE	HOUSE
HC	HORIZONTAL CURVE
HMA	HOT MIX ASPHALT
HNGR	HANGER
HORIZ	HORIZONTAL
H.P.	HIGH POINT
HW	HOT WATER
HWH	HOT WATER HEATER
Δ =	CENTRAL ANGLE
I	MOMENT OF INERTIA
ID	INSIDE DIAMETER
INT	INTERIOR
INV	INVERT ELEVATION; BASED ON BENCH MARK DATUM
IP	IRON PIPE
JST	JOIST
L	LENGTH OF CURVE
LAT	LATERAL
LAV	LAVATORY
LF	LINEAL FEET
L.P.	LOW POINT
LT	LEFT OF SURVEY BASE LINE
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MTL	METAL
N	NORTH
No. OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OO	OUTSIDE TO OUTSIDE
OPNG	OPENING
OPP	OPPOSITE
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PCF	POUNDS PER CUBIC FOOT
PDP	PERFORATED DRAIN PIPE

PE	POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PLATE
PLG	PLUG VALVE
PLP	POLYPROPYLENE PIPE
PLYWD	PLYWOOD
PM	PRINCIPAL MERIDIAN
PR	PRESSURE REGULATORS
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PR, PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PIPE SLEEVE
PT	POINT OF TANGENCY
PLG	PLUG VALVE
PVC	POLYVINYL CHLORIDE (PLASTIC) PIPE
R	RADIUS
RDCR	REDUCER
RCCP	REINFORCED CONCRETE CYLINDER PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REINF	REINFORCING
REQD	REQUIRED
ROW	RIGHT OF WAY
RFT	RAFTER
RND	ROUND
RR	RAILROAD
RRSP	RAILROAD SPIKE
RT	RIGHT
R&R	REMOVE AND REPLACE
S	SOUTH
SB	STREAM BED
SCHED	SCHEDULE
SEC	SECTION
SF	SQUARE FEET
SHR	SHOWER
SHT	SHEET
SHTG	SHEATHING
SP	SANITARY PIPE
SPA	SPACING OR SPACES
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SERVICE
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SW	SIDEWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
TAN	TANGENT LENGTH
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK; BASED ON BENCHMARK DATUM
TD	TILE DRAIN
THK	THICK
TR	TREAD
TY	TYPE
TYP	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UPSTR	UPSTREAM
URINAL	URINAL
USGS	US GEOLOGICAL SURVEY
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPRC	VERTICAL POINT OF REVERSE CURVATURE
VPT	VERTICAL POINT OF TANGENCY
W	WEST
WC	WATER CLOSET
WF	WIDE FLANGE
WM	WATER MAIN
WMO	WATER MAIN QUALITY
WV	WATER VALVE
WGT	WEIGHT
WP	WEATHER PROOF
WS	WATER SERVICE
WWF	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
XP	EXPLOSION PROOF

HATCH PATTERNS

	EARTH - FILL		BRICK
	EARTH - UNDISTURBED		STEEL
	ROCK (GEOLOGICAL)		INSULATION (LOOSE/ BATT)
	STONE OR RIP RAP		INSULATION (RIGID)
	GRAVEL		WOOD (ROUGH)
	CONCRETE		WOOD (BLOCKING)
	CONCRETE BLOCK		WOOD (FINISH)
	CMU		DETECTABLE WARNING
	ASPHALT PAVEMENT		

SYMBOLS

EXISTING	CIVIL	PROPOSED
	RIGHT-OF-WAY LINE	
	PROPERTY LINE	
	CENTERLINE	
	SETBACK LINE	
	EASEMENT LINE	
	SECTION LINE	
	SECTION CORNER	
	COORDINATE POINT ON GRID SYSTEM	
	FOUND OR SET PROPERTY PIN	
	RIGHT-OF-WAY MARKER	
	BENCHMARK	
	CONTOUR LINE	
	SPOT ELEVATION (AT)	
	FENCE LINE	
	SILT FENCE LINE	
	CURB AND GUTTER	
	TIP OUT CURB AND GUTTER	
	SAWCUT, LIMITS OF PAVEMENT REMOVAL & REPLACEMENT	
	DECIDUOUS TREE W/ SIZE	
	CONIFEROUS TREE W/ SIZE	
	TREE STUMP	
	HEDGEROW	
	BUSH OR SHRUB	
	TREE LINE	
	CONSTRUCTION LIMIT LINE	
	SIGN (MULTIPLE POST, SINGLE POST)	
	SIGN (PYLON)	
	GUARD RAIL	
	RAILROAD TRACKS	
	BUILDING	
	MAILBOX	
	FLAGPOLE	
	BOLLARD	
	AIR CONDITIONER	
	SOIL BORING LOCATION AND NUMBER	
	MONITORING WELL	
	REVISION NUMBER	
	OUTLINE OF DETAILED AREA	
	SECTION NUMBER SHEET WHERE SHOWN	
	SANITARY SEWER	
	SANITARY SEWER SERVICE	
	SANITARY SEWER FORCE MAIN	
	SANITARY CLEANOUT	
	SANITARY MANHOLE	
	WYE FITTING	

EXISTING	WATER	PROPOSED
	WATER SERVICE	
	WATER PIPE	
	FIRE HYDRANT	
	YARD HYDRANT	
	WATER VALVE WITH BOX	
	CURB STOP W/CURB BOX	
	REDUCER	
	WATER VALVE VAULT	
	11.25' BEND	
	22.50' BEND	
	45' BEND	
	90' BEND	
	TEE	
	CAP	
	WATER METER	
	SPRINKLER HEAD	
	TRACER WIRE BOX	
	STORM SEWER	
	DRAIN TILE	
	DITCH LINE (PAVED)	
	DITCH LINE (UNPAVED)	
	STORM MANHOLE	
	CATCH BASIN	
	STORM SEWER INLET	
	STORM SEWER INLET - BEHIND CURB	
	DOWNSPOUT	
	CULVERT AND SIZE	
	RCCP OR RCP EQRS (RCAP) END SECTION	
	METAL OR HDPE END SECTION	
	FLOW DIRECTION	
	EROSION CONTROL BLANKET	
	TEMPORARY AND PERMANENT SEEDING AREA	
	UNDISTURBED AREA	
	STABILIZED CONSTRUCTION ENTRANCE	
	SILT FENCE	
	INLET PROTECTION	
	TEMPORARY SEDIMENT TRAP	
	CULVERT INLET PROTECTION	
	ROCK OUTLET PROTECTION	
	ROCK CHECK DAM - COURSE AGGREGATE	
	ROCK CHECK DAM - RIP RAP	
	DITCH CHECK	

EXISTING	UTILITY	PROPOSED
	FIBER OPTIC LINE	
	UNDERGROUND TV CABLE	
	CABLE TV RISER PEDESTAL	
	OVERHEAD UTILITY	
	UNDERGROUND ELECTRIC	
	ELECTRIC RISER PEDESTAL	
	ELECTRIC MANHOLE	
	UNDERGROUND TELEPHONE	
	TELEPHONE RISER PEDESTAL	
	TELEPHONE MANHOLE	
	UTILITY POLE	
	UTILITY POLE W/ METER	
	UTILITY POLE W/ TRANSFORMER	
	UTILITY POLE W/ LIGHT	
	UTILITY POLE WITH GUY WIRE AND ANCHOR	
	LIGHT (MAST MOUNTED)	
	LIGHT POLE (SINGLE FIXTURE)	
	YARD LIGHT	
	GAS MAIN	
	GAS METER	
	GAS VALVE	
	GAS STRUCTURE	
	CONTROLLER	
	MAST ARM ASSEMBLY AND POLE	
	SIGNAL HEAD AND POST	
	SIGNAL HEAD	
	PEDESTRIAN HEAD	
	PEDESTRIAN PUSH-BUTTON	
	HAND HOLE	
	DOUBLE HAND HOLE	
	HAND HOLE OR JUNCTION BOX	
	HEAVY-DUTY HAND HOLE	
	EXISTING CONDUIT (LENGTH AND SIZE)	
	PROP GALVANIZED STEEL OR PVC CONDUIT	
	UPPER NUMERAL INDICATES LENGTH	
	P* INDICATED CONDUIT IN TRENCH	
	LOWER NUMERAL INDICATES SIZE AND TYPE	
	LUMINAIRE	
	ARROW - THROUGH, TURN LEFT	
	ARROW - THROUGH	
	ARROW - TURN LEFT	
	ARROW - TURN RIGHT	
	ONE DIRECTION TURN ONLY	
	HANDICAPPED PARKING STALL	
	TRAFFIC DETECTOR LOOP	
	TRAFFIC CONTROL BOX	

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

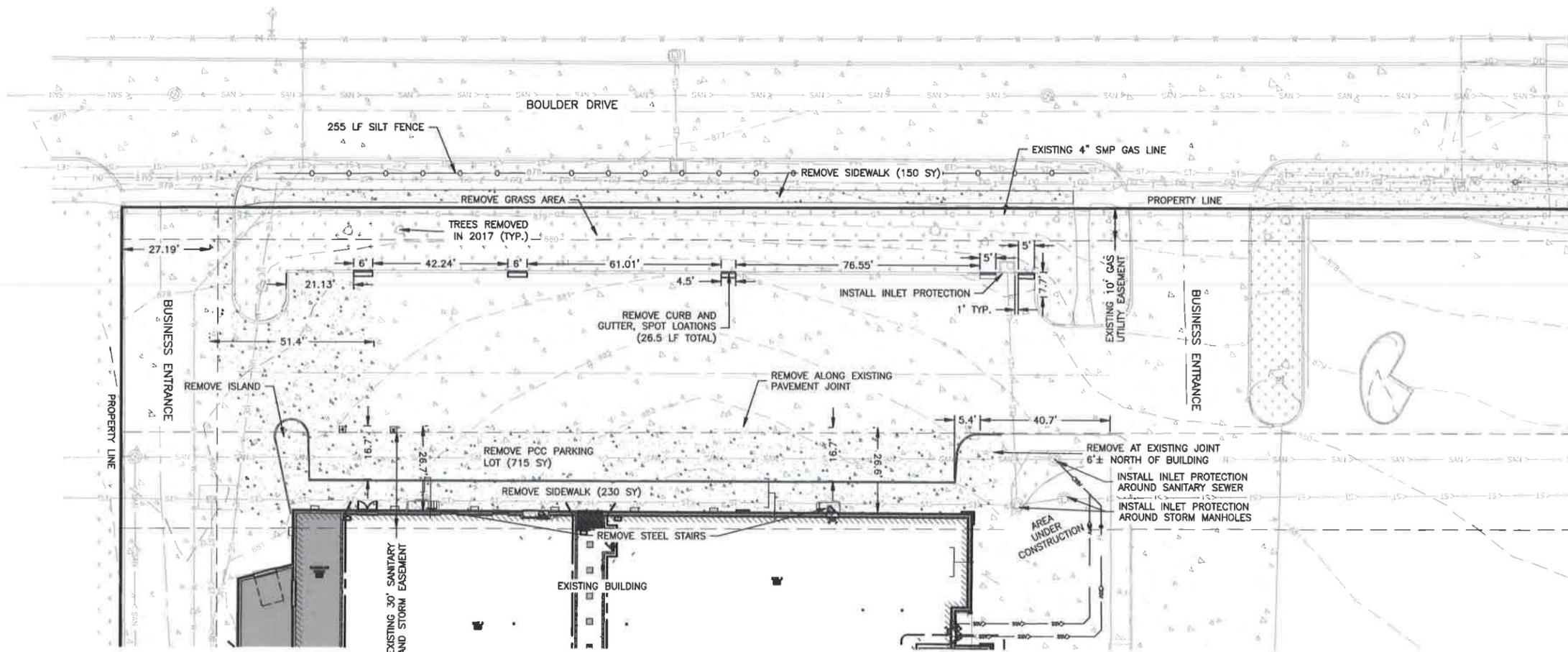
PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
LEGEND
SET TYPE: FINAL

JOB NUM
17-0
SHEET NU
A.O.



-158-



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

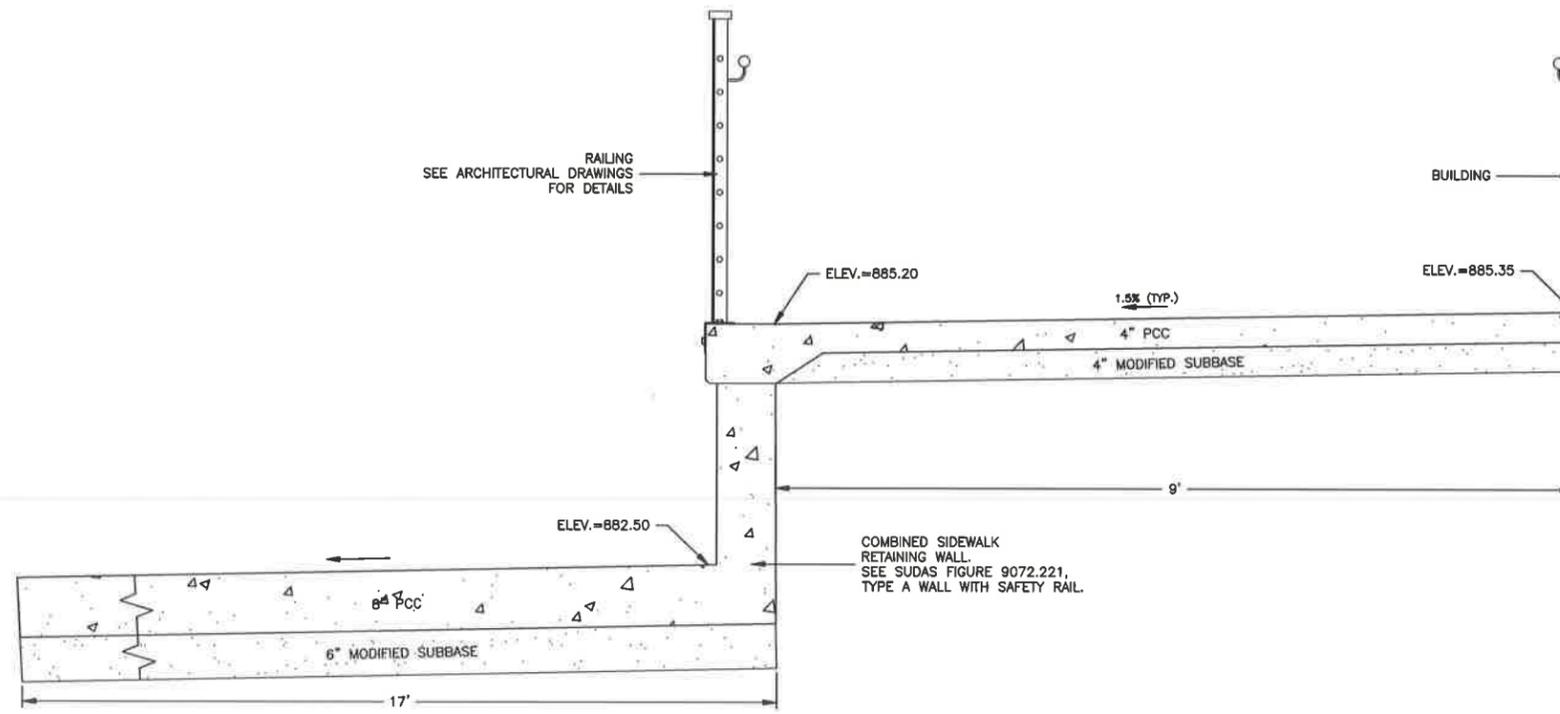
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

DRAWING:
EXISTING SITE & REMOVALS & SWPPP
PLAN

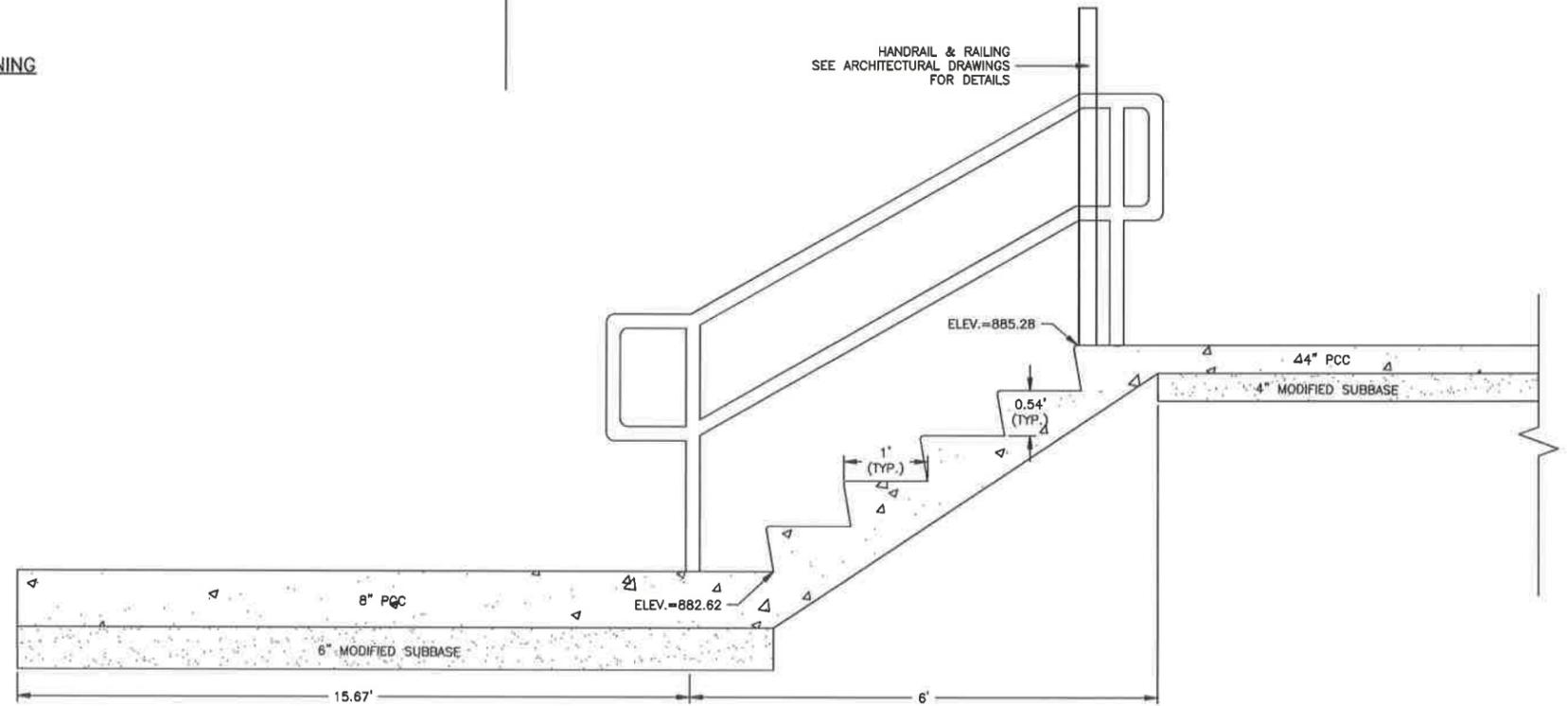
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JOB NUMBER:
17-012

SHEET NUMBER:
A.03

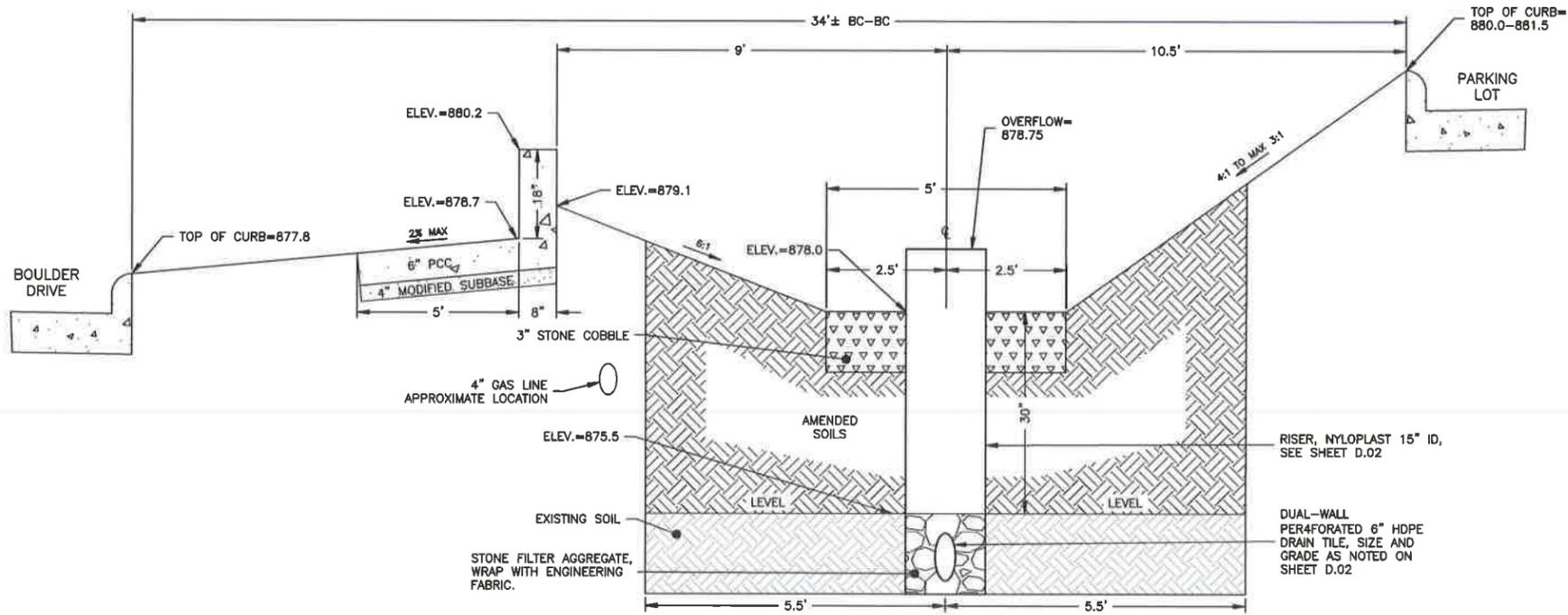


SECTION A-A
COMBINED SIDEWALK & RETAINING
WALL DETAIL
NOT TO SCALE



SECTION B-B
COMBINED SIDEWALK & RETAINING
WALL DETAIL
NOT TO SCALE

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18



DETAIL D.02.1
BIOSWALE CROSS-SECTION DETAIL
NOT TO SCALE



SPLASH BLOCK



SPLASH BLOCK

-160-

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

ESTIMATED QUANTITIES

NO.	CODE	DESCRIPTION	QUANTITY	UNIT
1	2010-108-D-1	TOPSOIL, ON-SITE	1	LS
2	2010-108-E-0	EXCAVATION, CLASS 10	250	CY
3	2010-108-1-0	AMENDED SOIL, BIOSWALE	395	CY
4	2010-108-1-0	BIOSWALE MULCH	6	CY
5	2010-108-1-0	SUBBASE, MODIFIED, 4" THICK	82	TON
6	2010-108-1-0	SUBBASE, MODIFIED, 6" THICK	232	TON
7	4040-108-A-0	SUBDRAIN, 6" HDPE	203	LF
8	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS	4	EA
9	6010-108-B-0	INTAKE, NYLOPLAST, 15" DIA.	3	EA
10	6010-108-G-0	CONNECTION TO EXISTING INTAKE	1	EA
11	7010-108-A-0	PAVEMENT, PCC, 8"	735	SY
12	7030-108-A-0	REMOVAL OF SIDEWALK	400	SY
13	7030-108-B-0	REMOVAL OF CURB	130	LF
14	7030-108-E-0	SIDEWALK, PCC, 4"	245	SY
15	7030-108-E-0	SIDEWALK, PCC, 6"	150	SY
16	7030-108-G-0	DETECTABLE WARNING	10	SF
17	7040-108-H-0	PAVEMENT REMOVAL, PCC	715	SY
18	7080-108-B-0	ENGINEERING FABRIC	265	SY
19	7080-108-E-0	FILTER AGGREGATE	20	TON
20	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1	LS
21	9010-108-A-0	PLANTING	1	LS
22	9010-108-A-0	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	1	LS
23	9072-108-A-0	COMBINED RETAINING WALL-SIDEWALK	525	LF
24	9080-108-A-0	CONCRETE STEPS, TYPE A	70	SF
25	11,050-108-A-0	CONCRETE WASHOUT	1	LS

GENERAL NOTES

- ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2018 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.
- THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.
- CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE OWNER.
- THE CONTRACTOR SHALL NOTIFY CITY OF CEDAR FALLS BUILDING INSPECTION SERVICES AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
- THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
- THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
- CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
- CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
- CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
- CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.



ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

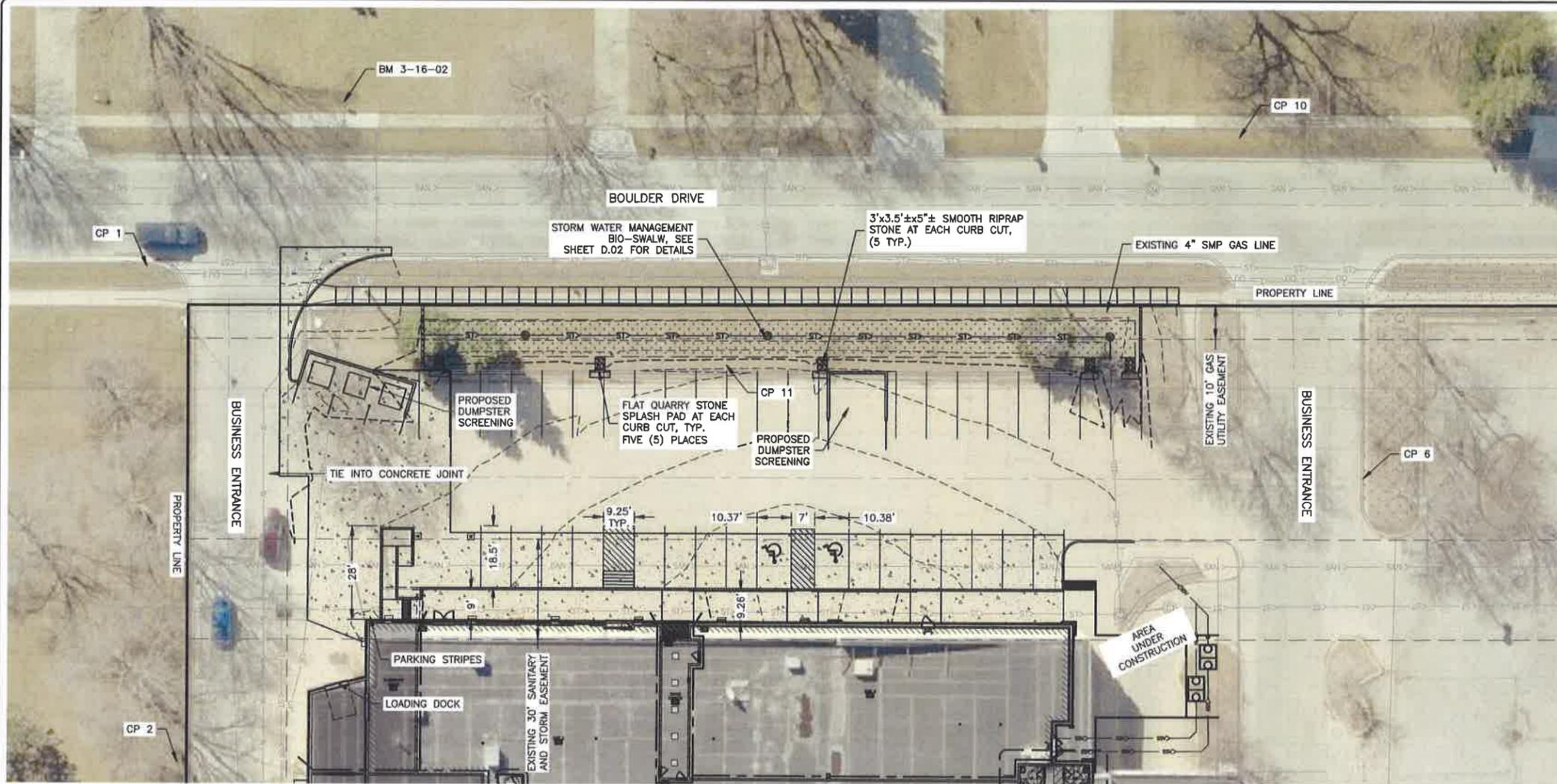
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

DRAWING:
ESTIMATED QUANTITIES, GENERAL NOTES, &
SUPPLEMENTAL SPECS.

SET TYPE: FINAL
\\C:\WA\17-012 Slumberland West Frontage\Plan\17-012 WFrontage-PLAN SHEETS.dwg, C01

JOB NUM
17-0

SHEET NUM
C.0



SURVEY CONTROL				
NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP1	8849234.99	15449188.09	878.25	N4RB ALUMINUM CAP
CP2	8849247.57	15449418.78	862.65	CUT "X"
CP6	8849600.83	15449251.96	879.75	CUT "X"
CP10	8849563.55	15449150.00	876.89	N4RB ALUMINUM CAP
CP11	8849408.97	15449217.64	881.09	N4RB ALUMINUM CAP
BM 3-16-02	8849294.13	15449138.89	880.35	CUT "X" ON BOLT BETWEEN E & L OF MUELLER ON FIRE HYDRANT



-162-

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

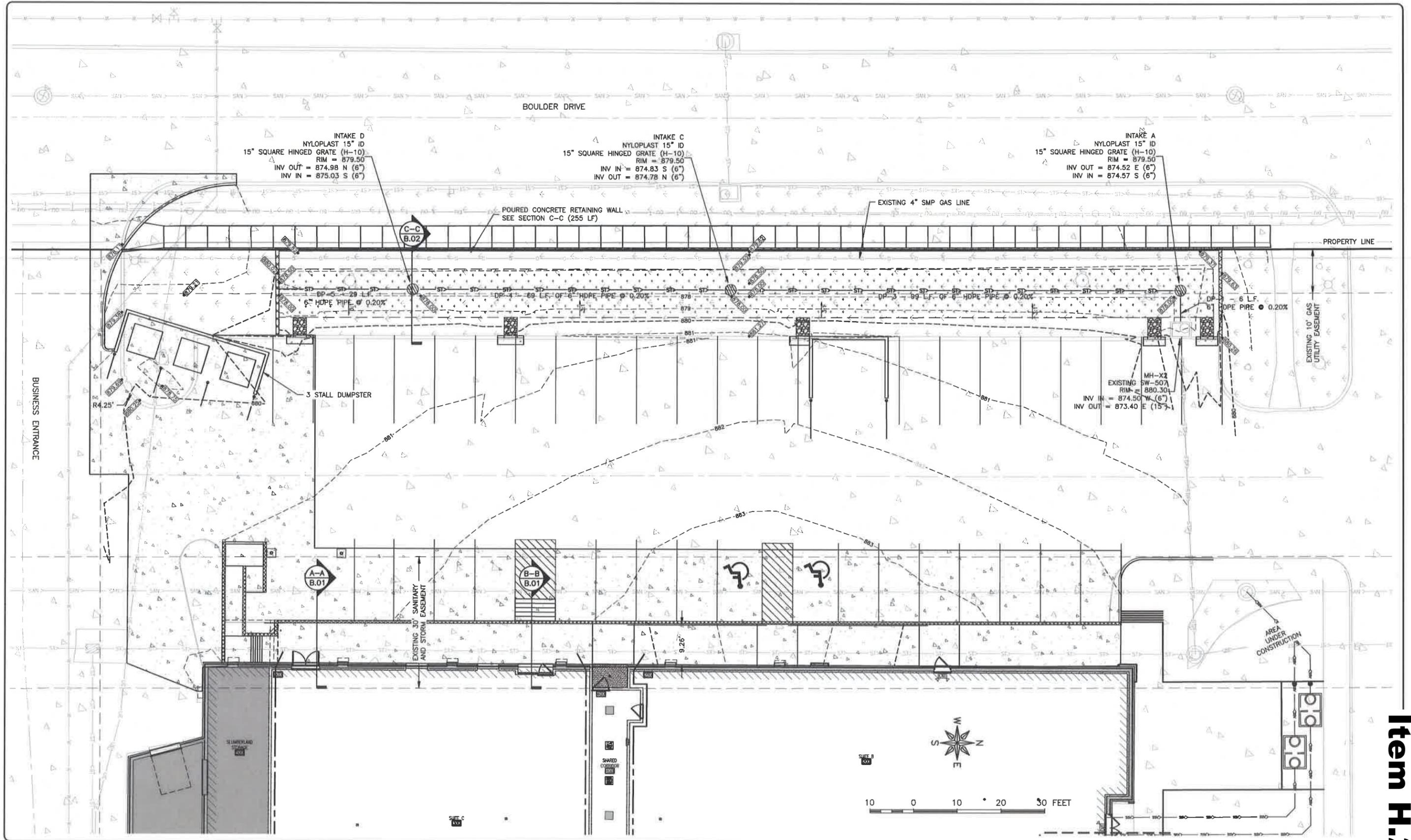
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
SITE DEVELOPMENT PLAN

SET TYPE: FINAL

JOB NUMBER:
17-012

SHEET NUMBER:
D.01



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

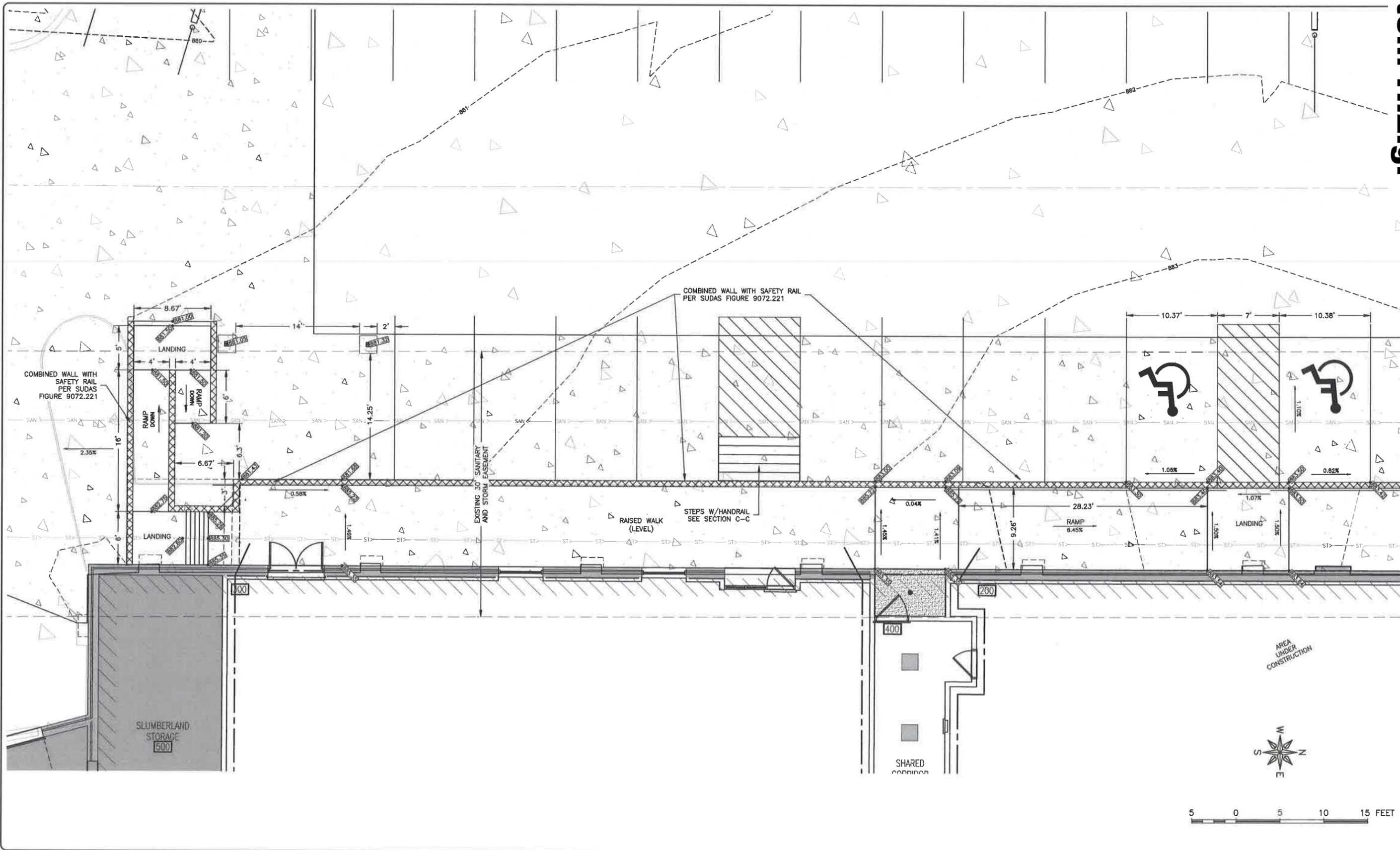
DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

DRAWING:
GRADING AND UTILITIES PLAN

SET TYPE: FINAL

JOB NUMBER
17-0
SHEET NUMBER
D.02

Item H.2.9.



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

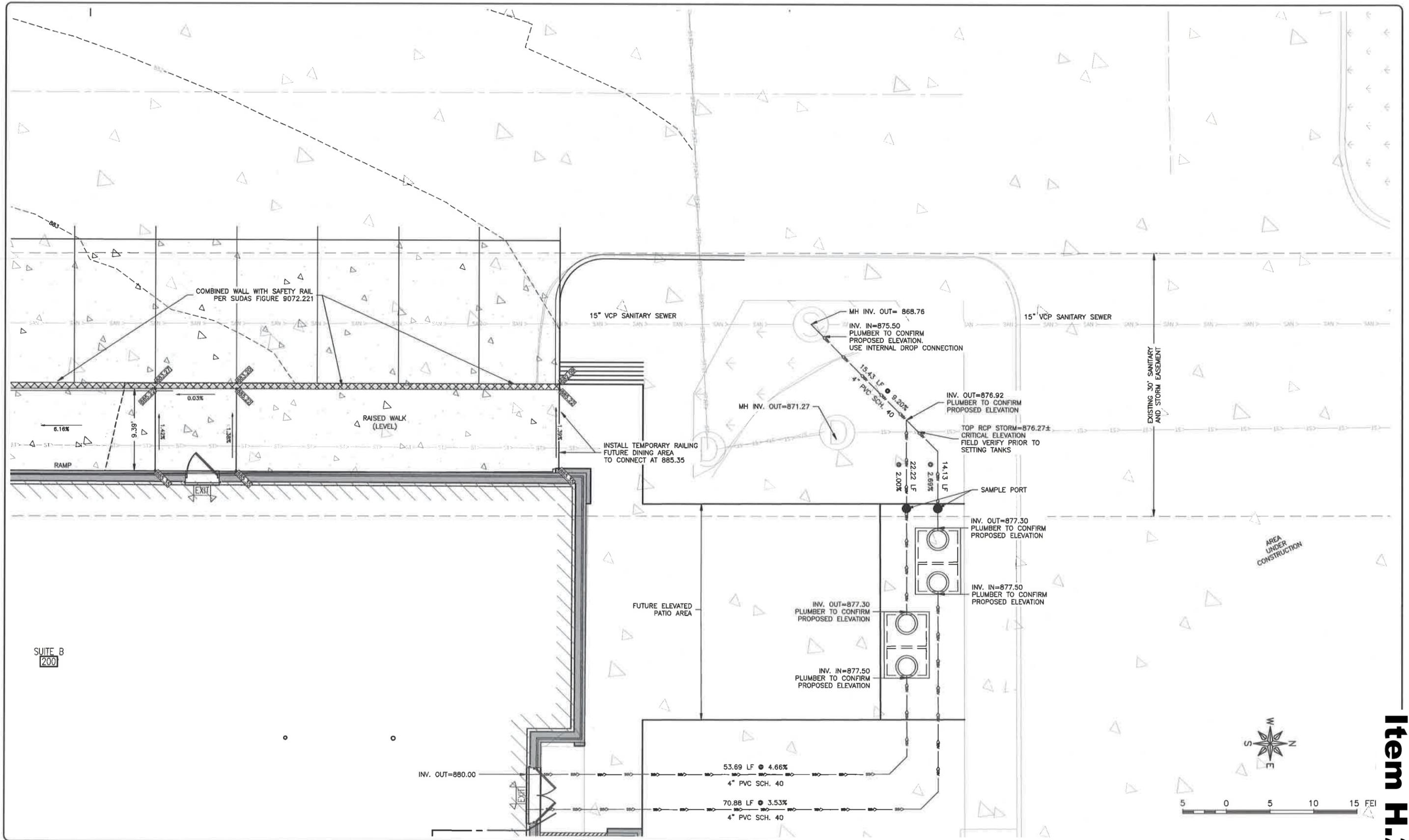
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
GRADING AND UTILITIES PLAN

SET TYPE: FINAL
D:\CADD\17-012 Slumberland West Frontage\Plan\17-012 Westfrontage-PLAN SHEETS.dwg, D.03

JOB NUMBER:
17-012

SHEET NUMBER:
D.03



AREA UNDER CONSTRUCTION



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/6/2018
SCALE: AS NOTED

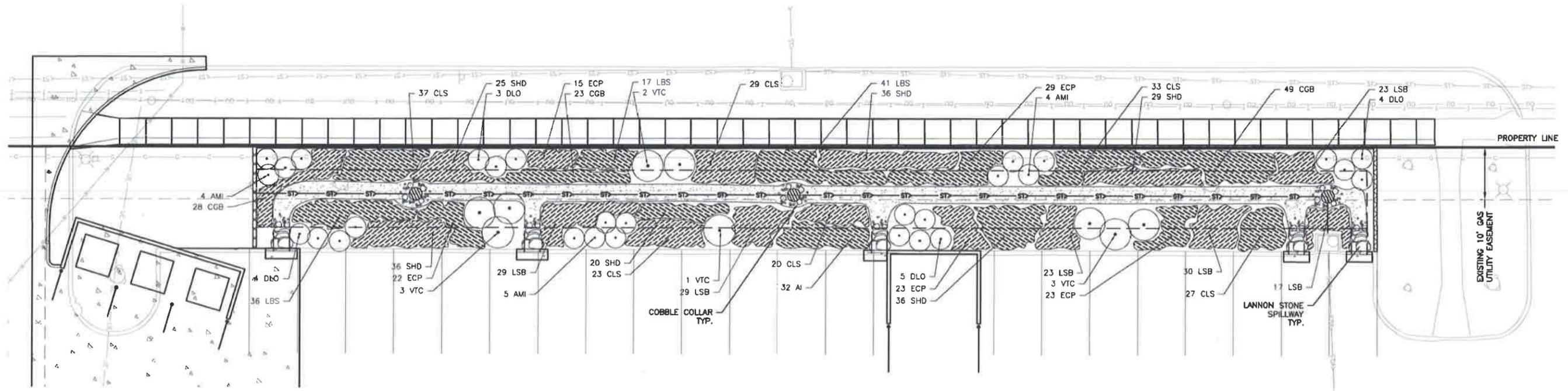
REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	CITY COMMENTS	8/13/18

DRAWING:
GRADING AND UTILITIES PLAN

SET TYPE: FINAL

JOB NUM
17-0
SHEET NUM
D.04

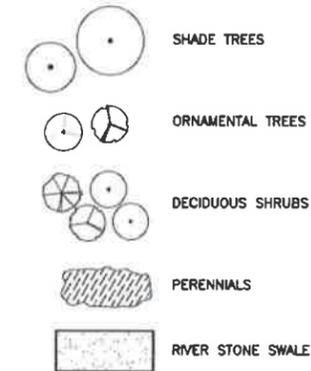
Item H.2.9.



PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
SHRUBS					
AMI	13	<i>Aronia melanocarpa</i> 'Iroquois Beauty'	IROQUOIS BEAUTY BLACK CHOKEBERRY	24"	
DLO	16	<i>Diervilla lonicera</i>	DWARF BUSH HONEYSUCKLE	24"	
VTC	9	<i>Viburnum trilobum</i> 'Compactum'	COMPACT AMERICAN CRANBERRYBUSH VIBURNUM	24"	
PERENNIALS AND GRASSES					
AI	32	<i>Asclepias incarnata</i>	SWAMP MILKWEED	1 GAL.	18" O.C.
CGB	100	<i>Carex glauca</i>	BLUE SEDGE	1 GAL.	18" O.C.
CLS	169	<i>Coreopsis lanceolata</i>	SAND COREOPSIS	1 GAL.	18" O.C.
ECP	90	<i>Echinacea purpurea</i>	PURPLE CONEFLOWER	1 GAL.	18" O.C.
LBS	94	<i>Liatris spicata</i>	BLAZING STAR	1 GAL.	18" O.C.
LSB	122	<i>Leucanthemum x superbum</i> 'Becky'	BECKY SHASTA DAISY	1 GAL.	18" O.C.
SHD	146	<i>Sporobolus heterolepis</i>	PRAIRIE DROPSEED	1 GAL.	18" O.C.

LEGEND - LANDSCAPE



LANDSCAPE PLAN

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
JDAVIS PROPERTIES LLC
6607 UNIVERSITY AVENUE
CEDAR FALLS IA 50613

PROJECT AND LOCATION:
SLUMBERLAND SITE IMPROVEMENTS
- WEST FRONTAGE
CEDAR FALLS, IOWA

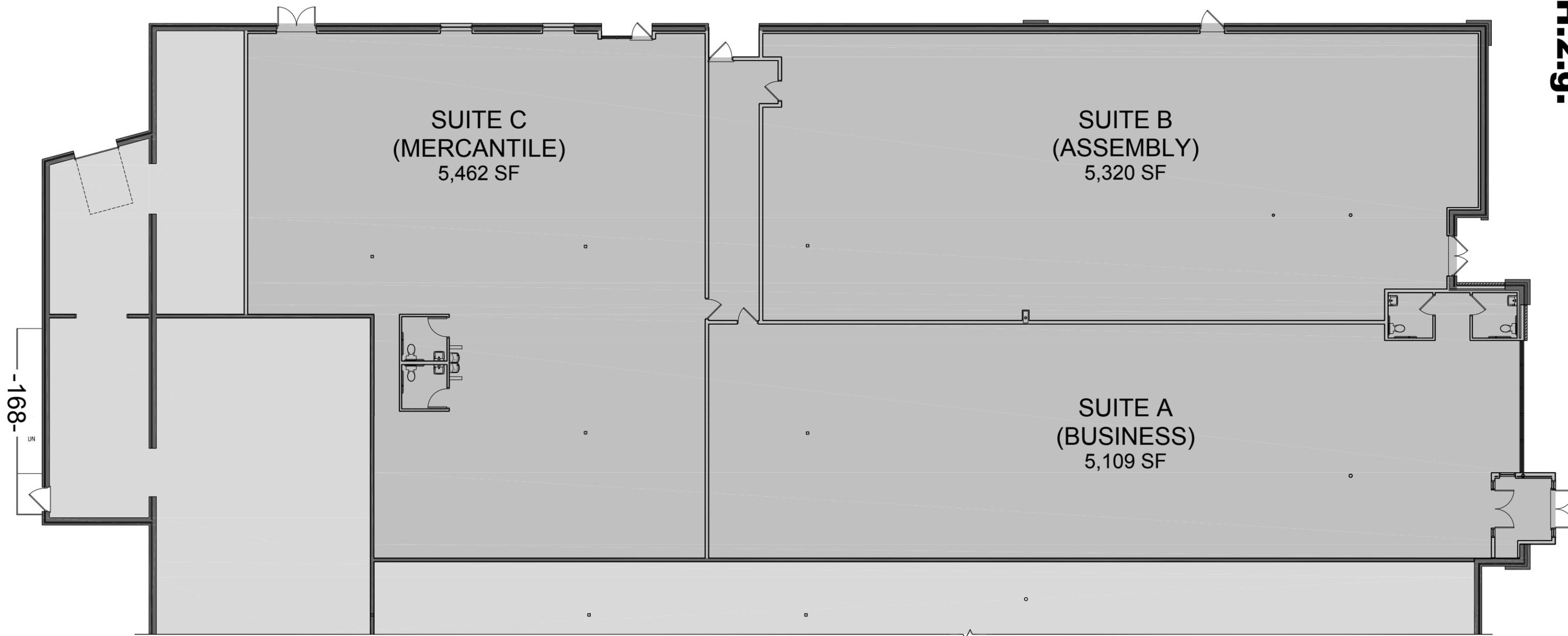
DRAWN BY: AFC
APPROVED BY: RMW
DATE: 8/13/2018
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
PLANTING DETAIL

SET TYPE: FINAL

JOB NUM:
17-0
SHEET NUM:
LA.0



6607 University Ave Redevelopment

University Avenue | Cedar Falls

 FLOOR PLAN
16,321 SF

6607 University Ave Redevelopment

University Avenue | Cedar Falls



PERSPECTIVE VIEW
(WITH FUTURE TENANT)

Item H.2.g.

6607 University Ave Redevelopment

University Avenue | Cedar Falls

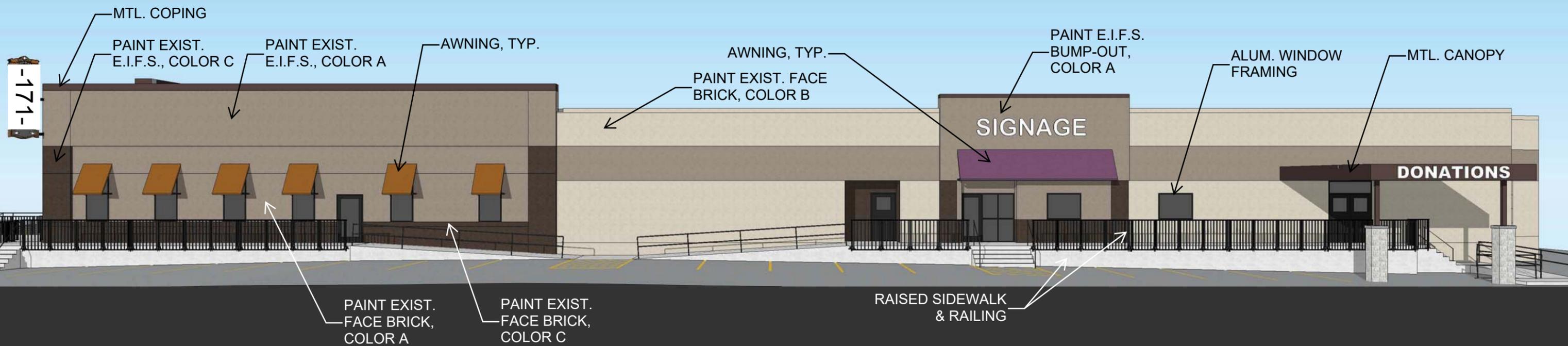
Item H.2.9.



NORTH ELEVATION

6607 University Ave Redevelopment

University Avenue | Cedar Falls



6607 University Ave Redevelopment

University Avenue | Cedar Falls

Item H.2.9.

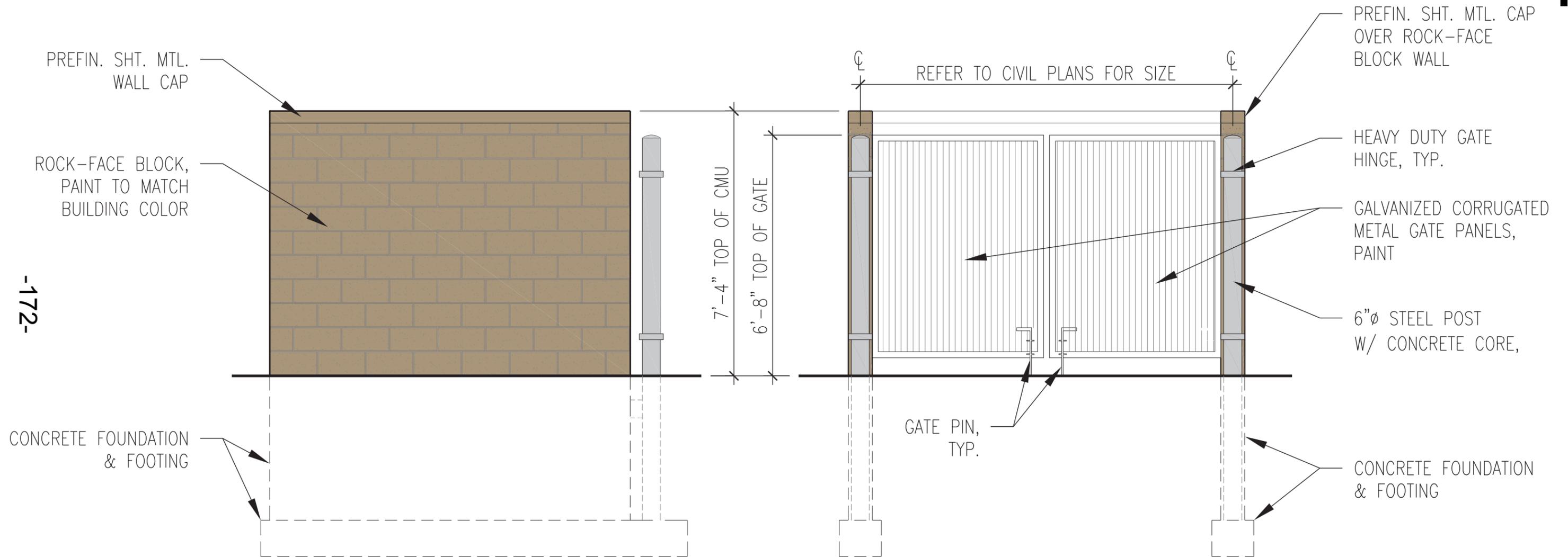
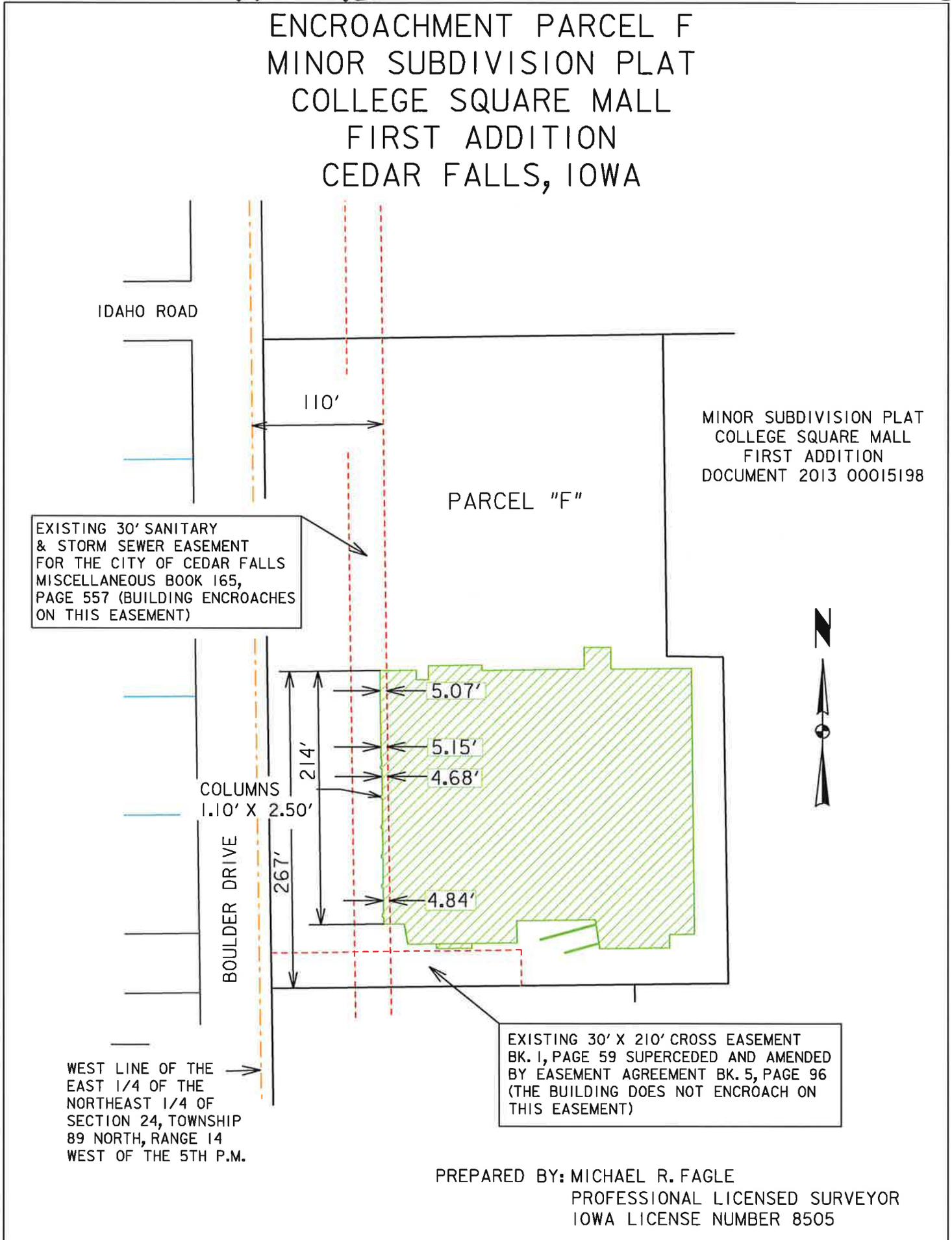


EXHIBIT "D"

Item H.2.g.

ENCROACHMENT PARCEL F MINOR SUBDIVISION PLAT COLLEGE SQUARE MALL FIRST ADDITION CEDAR FALLS, IOWA



IDAHO ROAD

110'

MINOR SUBDIVISION PLAT
COLLEGE SQUARE MALL
FIRST ADDITION
DOCUMENT 2013 00015198

PARCEL "F"

EXISTING 30' SANITARY
& STORM SEWER EASEMENT
FOR THE CITY OF CEDAR FALLS
MISCELLANEOUS BOOK 165,
PAGE 557 (BUILDING ENCROACHES
ON THIS EASEMENT)

COLUMNS
1.10' X 2.50'

BOULDER DRIVE

214'

267'

5.07'

5.15'

4.68'

4.84'

WEST LINE OF THE
EAST 1/4 OF THE
NORTHEAST 1/4 OF
SECTION 24, TOWNSHIP
89 NORTH, RANGE 14
WEST OF THE 5TH P.M.

EXISTING 30' X 210' CROSS EASEMENT
BK. 1, PAGE 59 SUPERCEDED AND AMENDED
BY EASEMENT AGREEMENT BK. 5, PAGE 96
(THE BUILDING DOES NOT ENCROACH ON
THIS EASEMENT)

PREPARED BY: MICHAEL R. FAGLE
PROFESSIONAL LICENSED SURVEYOR
IOWA LICENSE NUMBER 8505

RESOLUTION NO. _____

RESOLUTION APPROVING AN S-1 ZONING DISTRICT SITE PLAN FOR THE REDEVELOPMENT OF THE WEST SIDE OF THE BUILDING AT 6607 UNIVERSITY AVENUE, AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT WITH JDAVIS PROPERTIES L.L.C.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving an S-1 zoning district site plan for the redevelopment of the west side of 6607 University Avenue, and approving and authorizing execution of a Development Agreement with JDavis Properties, L.L.C., 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 said site plan and approve and authorize said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said site plan and Agreement are 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 _____ day of _____, 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
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, Planner II
DATE: August 16, 2018
SUBJECT: Amendment to Agreement for Private Development

On October 16, 2017, City Council approved an Agreement for Private Development with BAJR Enterprises, L.L.C. to construct a new 10,615 square foot building for a new fleet maintenance facility within the Northern Cedar Falls Industrial Park. Section 3.4 of the Agreement indicates a start date of the project of January 1, 2018 and a completion date of the project of October 1, 2018.

Due to a family medical emergency that required the owners' immediate attention, the project was not able to be started by the start date and will not be finished by the completion date. The owners have indicated that they still plan to move forward with the project, but are requesting that the start date and completion date be amended to reflect their updated schedule. They have requested a new minimum start date of December 31, 2018, and a completion date by no later than July 31, 2019. That will give the owners time to begin planning for construction during the next couple of months, with construction to begin this fall and completion of the project by next summer.

Attached is an Amendment to Agreement for Private Development, which identifies the section in the Agreement that is proposed to be modified. It indicates what the current start and completion dates are, along with the new start and completion dates. This agreement was reviewed and approved by Kevin Rogers, City Attorney.

The Community Development Department recommends approving the Amendment to Agreement for Private Development with BAJR Enterprises, L.L.C.

If you have any questions regarding the proposed Amendment, please contact the Community Development Department.

Xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager

AMENDMENT TO AGREEMENT FOR PRIVATE DEVELOPMENT

This Amendment to the Agreement for Private Development is made and entered into effective on this _____ day of _____, 2018, by and between BAJR Enterprises, L.L.C., an Iowa limited liability company, and the City of Cedar Falls, Iowa (hereinafter the "City"),

WITNESSETH:

WHEREAS, BAJR Enterprises, L.L.C. has entered into a certain Agreement for Private Development with the City, dated October 16, 2017 (hereinafter the "Agreement"); and

WHEREAS, Section 3.4 of the Agreement states that the Minimum Improvements shall be undertaken by no later than January 1, 2018, and completed by no later than October 1, 2018; and

WHEREAS, BAJR Enterprises, L.L.C., has requested that the commencement and completion dates be amended; and

WHEREAS, Amending the commencement and completion dates would allow for the construction of the Minimum Improvements, which are in the vital and best interests of the residents of the City; and

WHEREAS, Section 3.4 of the Agreement allows for the commencement and completion dates to be modified as mutually agreed upon and in writing; and

WHEREAS, BAJR Enterprises, L.L.C. and the City are in agreement with the proposed amendment to the Agreement, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. Section 3.4, Commencement and Completion of Construction, of the Agreement shall be modified to read as follows:

"Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 31st day of December, 2018, and completed (i) by no later than the 31st day of July, 2019, 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

Item H.2.h.

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.”

2. The parties hereby acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended herein.

IN WITNESS WHEREOF, BAJR Enterprises, L.L.C. and the City have executed this Agreement, to be effective as of the date stated at the beginning of this Agreement, which shall be the date the last party to this Agreement executes this Agreement.

BAJR Enterprises, L.L.C., an Iowa limited liability company

By: _____
Stephen C. Keys, Member

By: _____
Andrea J. Keys, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2018, by Stephen C. Keys, and Andrea J. Keys, as Members of BAJR Enterprises, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

My Commission Expires:

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:



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: Lisa Ahern, Planner I
DATE: August 16, 2018
SUBJECT: Amendments to Admin Plan for Housing Choice Voucher Program

INTRODUCTION

The Housing Choice Voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Individuals apply for the program and then are placed on a waiting list. The Cedar Falls Housing Commission met July 10, 2018 to discuss current waiting list management practices for the program.

Agencies that administer Housing Choice Voucher Programs may establish local preferences for serving priority populations. The Housing Commission has reviewed how the local preferences are currently administered and recommends changes as outlined in this memo. Changes proposed include:

1. Adding acceptable documentation for claiming the Residency Preference.
2. Categorizing disabled / elderly applicants into the Preference 1 group, to comply with federal program requirements.
3. Closing the waiting list through December 31, 2018.

CURRENT LOCAL PREFERENCES

The waiting list assigns an applicant to one of three local preferences, described below. Applicants are contacted when their name comes to the top of the list and a final eligibility determination is made at that time for program admission. The existing preference categories, descriptions and number of current applications are listed below.

PREFERENCE #	DESCRIPTION	# OF APPS
1	Elderly / Disabled / Families with Dependent Children - <i>live or work in Cedar Falls (Residency Preference)</i>	57
2	Elderly/ Disabled / Families with Dependent Children – <i>do not live or work in Cedar Falls.</i>	264
3	Single Applicants – non-elderly / non-disabled / no dependents)	55

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ANALYSIS – ACCEPTABLE DOCUMENTATION FOR CLAIMING RESIDENCY PREFERENCE

Preference 1 (Residency Preference) is currently applied to applicants who have a legal domicile in Cedar Falls or who work within the city limits of Cedar Falls. Preference 1 applicants are served before all other categories, regardless of date and time of application. The intent of the Residency Preference is to serve local residents first and to, ideally, house them in place when they are experiencing financial hardships.

The Residency Preference is currently documented by a lease or utility bill in the name of the applicant or documentation that the applicant works for a Cedar Falls business. There are a number of households who are on the Preference 2 who are currently living in a doubled-up situation with a local Cedar Falls resident (e.g. adults and children living with parents/grandparents). Applicants in these situations cannot currently claim the Residency Preference because they do not have a lease or utility bill in their name. It can take several years (three or more) to serve these applicants with a housing voucher because they cannot claim local residency.

In an effort to more broadly serve the Cedar Falls community, staff recommends accepting additional documentation for claiming the Residency Preference. For example, official enrollment of a household member or members at a local Cedar Falls school is good evidence that the household is residing in Cedar Falls. Some other jurisdictions also accept receipt of two or more pieces of official mail, such as a bank statement or letter from a government agency and a notarized statement from a local resident that the applicant is currently residing at their home.

Recommendation: Residency preference is currently documented by items 1, 2, or 3 below. The Housing Commission recommends allowing a fourth method of documenting residency, as stated below:

1. *Evidence of legal domicile by a lease in the name of the applicant;*
2. *Evidence of legal domicile by a utility bill in the name of the applicant;*
3. *Evidence of working in Cedar Falls by pay stub or letter from employer; or*
4. ***** NEW ** Evidence of dependent children enrollment in a Cedar Falls school along with two pieces of official mail and a notarized statement from the Cedar Falls homeowner / lease holder.***

ANALYSIS – ELDERLY AND DISABLED HOUSEHOLDS AND RESIDENCY / WORKING PREFERENCE

The Residency Preference is applied to households who either have a legal domicile in or who *work* in Cedar Falls. Many single elderly and disabled applicants do not qualify for Preference 1 because of their inability to secure or maintain employment. This creates a disadvantage to these groups, resulting in extremely long wait list times and creates an unintended impediment to housing.

Staff recently became aware of HUD guidance (24 CFR 960.206(b)(2) which states *if local communities have adopted a residency preference which allows for work, then applicants who are elderly or disabled must be given the benefit of the working preference.* This is in accordance with non-discrimination and equal opportunity requirements. The existing Waiting List has a number of applicants who are elderly and/or disabled who are on the Preference 2 list. Therefore, elderly and disabled households listed in the Preference 2 category should be moved to the Preference 1 category to comply with HUD guidelines.

Recommendation: The Housing Commission recommends modifying the existing Local Preference Categories to comply with HUD guidance by moving all elderly and disabled applicants to the Preference 1 list. The new listing of local preferences would be as follows:

PREFERENCE #	DESCRIPTION
1	Elderly / Disabled / Families with Dependent Children (Residency Preference)
2	Families with Dependent Children – (Non-Residents)
3	Single Applicants – (non-elderly / non-disabled / no dependents)

CLOSING THE WAITING LIST

The waiting list has 376 active applications. Due to the number of existing applications and the time required to make changes as outlined in this memo, it is recommended to close the waiting list for a period of time. By closing the waiting list, staff resources can be directed toward issuing more vouchers and focusing on serving existing applicants.

Recommendation: The Housing Commission recommends closing the waiting list through December 31, 2018.

xc: Stephanie Sheetz, Community Development Director
Karen Howard, Community Services Manager

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CEDAR FALLS LOW RENT HOUSING AGENCY ADMINISTRATIVE PLAN TO MODIFY THE LOCAL PREFERENCES AND TO TEMPORARILY CLOSE THE WAITING LIST.

WHEREAS, the Housing Choice Voucher program (also known as Section 8) is a program of the U.S. Department of Housing and Urban Development (HUD). It is the government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

WHEREAS, individuals apply for the program and are placed on a waiting list. Agencies that administer Housing Choice Voucher Programs may establish local preferences for serving priority populations.

WHEREAS, the Cedar Falls Housing Commission convened on July 10, 2018 to review how local preferences are currently administered.

WHEREAS, Preference 1 (Residency Preference) is currently applied to applicants who are elderly, disabled or families with dependent children if they have legal domicile in Cedar Falls or who work within the city limits of Cedar Falls.

WHEREAS, to better serve the Cedar Falls community, the Housing Commission recommended in their July 10, 2018 meeting to accept additional documentation to establish the local Residency Preference.

WHEREAS, the Housing Commission also recommends a change to local preference policy to comply with HUD guidance (24 CFR 960.206(b)(2) which states *if local communities have adopted a residency preference which allows for work, then applicants who are elderly or disabled must be given the benefit of the working preference.*

WHEREAS, The waiting list as of 7/31/18 was 381 applicants. Due to the number of existing applications on file, the Housing Commission recommends closing the waiting list for a period of time, so that staff resources can be directed toward issuing more vouchers and focusing on serving existing applicants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, to amend the Cedar Falls Low Rent Housing Agency Administrative Plan to modify the local preferences and to temporarily close the waiting list as set forth below:

1. That the Residency Preference *will be assigned to applicant family households with dependent children under the age of 18, who provide evidence of residency at the time of application by one of the following methods:*
 - a. *Evidence of legal domicile by a lease in the name of the applicant;*
 - b. *Evidence of legal domicile by a utility bill in the name of the applicant;*
 - c. *Evidence of working in Cedar Falls by pay stub or letter from employer; or*
 - d. *Evidence of dependent children enrollment in a Cedar Falls school along with two pieces of official mail and a notarized statement from the Cedar Falls homeowner / lease holder with whom the family resides.*

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2. That Section 5.3 of the Cedar Falls Low Rent Housing Agency Administrative Plan is hereby amended to update the Local Preferences in accordance with program regulations:

5.3 PREFERENCES

The Low Rent Housing Agency of Cedar Falls will use the date and time of each application to determine the admissions sequence for applicants within the order of each of the below described preferences*:

DISPLACED

Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws. Displaced individuals or families will be served before all other preference categories.

PREFERENCE 1

- a. Elderly: Age 62 and older at time of application.
- b. Disabled: As verified by receipt of disability benefits or recent verification from physician.
- c. Families with dependent children under the age of 18 who are residents in the Low Rent Housing Agency of Cedar Falls' jurisdiction. As verified by one of the following methods at time of application:
 - i. *Evidence of legal domicile by a lease in the name of the applicant;*
 - ii. *Evidence of legal domicile by a utility bill in the name of the applicant;*
 - iii. *Evidence of working in Cedar Falls by pay stub or letter from employer; or*
 - iv. *Evidence of dependent children enrollment in a Cedar Falls school along with two pieces of official mail and a notarized statement from the Cedar Falls homeowner / lease holder with whom the family resides.*

PREFERENCE 2

- a. Families with dependent children under the age of 18 who are not residents of in the Low Rent Housing Agency of Cedar Falls' jurisdiction.

PREFERENCE 3

- a. Single, non-elderly, or non-disabled families with no dependent children under the age of 18 that do not otherwise fall into a described preference, regardless of residency.

**The use of a residency preference does not have the purpose or effect of delaying or otherwise denying admission to the Housing Choice Voucher Program based on the race, color, ethnic origin, gender, religion, disability or age of any member of an applicant family.*

3. That the Waiting List for the Housing Choice Voucher Program is closed until December 31, 2018. No new applications will be accepted during this time.

INTRODUCED AND APPROVED this _____ day of August, 2018.

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, CMC, 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: Karen Howard, Planning & Community Services Manager
DATE: August 16, 2018
SUBJECT: Amendment to the Restrictions Agreement for the BlackHawk Hotel and proposed Subordination Agreement with Lincoln Savings Bank

As part of the IEDA's CDBG Disaster Recovery Housing grant program, the City approved a forgivable loan to the BlackHawk Hotel, subject to a restrictions agreement to ensure that during the period of affordability a minimum of 51% of the rental units produced are occupied by persons or households whose incomes are at or below 80% of the area median income limits established by HUD for the City of Cedar Falls. The period of affordability extends five years from the date the agreement was recorded. The agreement extends until June 25, 2020, at which time the loan is forgiven.

As part of the restrictions agreement, there is a clause that prevents sale or transfer of the property to another party. The hotel was recently sold to Main Street Hotels LC, who has agreed to abide by the conditions and obligations of the restrictions agreement. The IEDA has indicated that there is not a program requirement that restricts sale or transfer of the property. Therefore staff recommends approval of an amendment to the restrictions agreement that allows sale or transfer of the property provided the new owner agrees to abide by all the program requirements as outlined in the original restrictions agreement.

In addition, the new owner has entered into a mortgage with Lincoln Savings Bank. Lincoln Savings Bank requests that the City agree to the subordination of our forgivable loan to their mortgage on the property. The proposed subordination agreement is also subject to our restrictions agreement. The City Attorney has reviewed these documents and finds them to be in order.

Staff recommends approval of the amendment to the restrictions agreement and approval of the attached subordination agreement to facilitate the transfer of the hotel to the new owners.

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

xc: Stephanie Sheetz, Community Development Director
Kevin Rogers, City Attorney

RECEIVED

AUG 09 2018

**COMMUNITY DEVELOPMENT
DEPARTMENT**

MERSON LAW FIRM

ATTORNEY AT LAW

3012 Rownd Street

Cedar Falls, Iowa 50613-5813

(319) 553-1471 Facsimile (319) 774-5693

mmershon@cfu.net

MARK E. MERSON

August 7, 2018

Ms. Karen Howard, AICP
Planning & Community Services Manager
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Re: Tindall Enterprises, LLC/Eagle View Hospitality LC/Main Street Hotels LC/Mark Kittrell
Amendment to Restrictions Agreement

Dear Ms. Howard:

Enclosed please find a full printout of the Amendment to Restrictions Agreement with original signature of Katherine L. Tindall. I also had her sign the copy with Mark Kittrell's digital signature. Hopefully, these signatures are sufficient to conclude this matter. Please let me know if you have any questions.

Very truly yours,

MERSON LAW FIRM

By:

Mark E. Mershon



MEM:jlh
Enclosures

Prepared By/Return to: Katherine E. McKain, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309, 515.242.2400

AMENDMENT TO RESTRICTIONS AGREEMENT

This Amendment to Restrictions Agreement (the "Amendment") is made as of _____, 2018 (the "Effective Date") by and between the City of Cedar Falls, Iowa (the "City"), Tindall Enterprises, LLC, an Iowa limited liability company, formerly known as BlackHawk Hotel, L.L.C. (the "Company"), and Eagle View Hospitality LC, Main Street Hotels LC, and Mark Kittrell (collectively, the "Buyers").

RECITALS

WHEREAS, the City and the Company entered into that certain Restrictions Agreement dated June 8, 2015, filed June 25, 2015, at Doc. No. 2015-00021172 (the "Agreement"), covering the real estate then owned by BlackHawk Hotel, L.L.C., legally described as follows (the "Mortgaged Property"):

The North 88 feet of Lots Nos. 2 and 3 in Block No. 1 in the Original Plat, in the City of Cedar Falls, Black Hawk County, Iowa;

WHEREAS, pursuant to the Agreement, the Company agreed to not sell, transfer or otherwise dispose of the Mortgaged Property without immediately repaying the full balance of the loan to the City;

WHEREAS, the Company desires to sell the Mortgaged Property pursuant to that certain Asset Purchase Agreement, as amended (together, with all amendments, the "Asset Purchase Agreement"), to the Buyers, and the Buyers desire to assume the Company's obligations under the Agreement;

WHEREAS, the Company and the City desire to amend the terms of the Agreement to allow sale of the Mortgaged Property pursuant to the Asset Purchase Agreement and enable the Buyers to assume the Company's obligations under the Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth in the Agreement and contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by this reference and made a part hereof as though set forth in full.
2. **Definitions.** Unless otherwise defined in this Amendment, each capitalized term used in this Amendment has the meaning ascribed to it in the Agreement and the Asset Purchase Agreement.

Item H.2.j.

3. Permitted Transfer. The Agreement shall be amended to allow the Company to sell the Mortgaged Property to the Buyers without violating the terms of the Agreement (the “Permitted Transfer”). This Amendment shall only apply to the Permitted Transfer, and any additional or future transfers would be subject to the original terms of the Agreement.

4. Assumption of Obligations. The Buyers hereby acknowledge receipt of a true copy of the Agreement. The Buyers hereby accept the terms and provisions of the Agreement and agree to faithfully perform all covenants, stipulations, agreements and obligations of the Company under the Agreement accruing on or after the Closing Date. The Buyers further agree to be bound by the terms and provisions of the Agreement and assume all liabilities and obligations to be performed by the Company, and agree to perform all obligations of the Company, which arise under the Agreement on or after the Closing Date.

5. Effect of Amendment. Except as modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict, discrepancy, or difference between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.

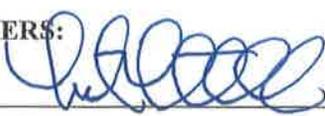
6. Miscellaneous. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Amendment transmitted by facsimile or electronic mail in portable document format (PDF) will be binding upon the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date first written above.

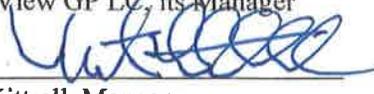
TINDALL ENTERPRISES, L.L.C.
By: 
Katherine L. Tindall, Manager

CITY OF CEDAR FALLS, IOWA
By: _____
Jim Brown, Mayor

BUYERS:


MARK KITTRELL

EAGLE VIEW HOSPITALITY LC
By: 
Mark Kittrell, Manager

MAIN STREET HOTELS LC
By: Eagle View GP LC, its Manager
By: 
Mark Kittrell, Manager

Item H.2.j.

Prepared By: Nathan D. Miller, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766
After Recording Return To: Nathan D. Miller, P.O. Box 178, Waterloo, IA 50704-0178

SUBORDINATION AGREEMENT

WHEREAS, BlackHawk Hotel, L.L.C., executed a forgivable mortgage to the City of Cedar Falls, Iowa (hereinafter, the "City"), on the real estate at 115 Main Street, Cedar Falls, Iowa (hereinafter, the "Premises"), legally described as:

The North 88 feet of Lots Nos. 2 and 3 in Block No. 1 in the Original Plat, in the City of Cedar Falls, Black Hawk County, Iowa,

which was filed June 25, 2015, as Document No. 2015-21171, in the office of the Black Hawk County Recorder; and

WHEREAS, BlackHawk Hotel, L.L.C. conveyed the Premises to Main Street Hotels LC, ("Buyer"); and

WHEREAS, Buyer agreed to purchase the Premises subject to the aforementioned mortgage in favor of the City of Cedar Falls, Iowa and also subject to a certain Restrictions Agreement dated June 8, 2015 between BlackHawk Hotel, L.L.C. and the City, also filed as Doc. No. 2015-00021172, and as said Restrictions Agreement may be amended; and

WHEREAS, Buyer executed a mortgage on April 27, 2018 to Lincoln Savings Bank securing \$2,800,000.00, on the Premises. Said mortgage was filed April 30, 2018, as Document No. 2018-17447 in the Office of the Black Hawk County Recorder; and

WHEREAS, it is the intention of the parties hereto that the above mortgage to Lincoln Savings Bank be a lien prior to the lien of the City against the real estate legally described as:

The North 88 feet of Lots Nos. 2 and 3 in Block No. 1 in the Original Plat, in the City of Cedar Falls, Black Hawk County, Iowa.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the City does hereby subordinate the lien of its said mortgage to the lien of Lincoln Savings Bank, and that the lien of the said mortgage of Lincoln Savings Bank, shall be prior, paramount, and superior to any claim of right or title to the said Premises on the part of the City. Neither BlackHawk Hotel, L.L.C. nor the City will exercise any rights under their respective mortgages described above with regard to said Premises in any manner which would detrimentally affect the other party's mortgage, except to enforce their respective rights under said mortgages in the event of Buyer's default. Nothing herein shall be construed to affect in any manner the terms of the Restrictions Agreement described above, as the same may be amended.

Dated this ____ day of _____, 2018.

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC. City Clerk

STATE OF IOWA)
COUNTY OF BLACK HAWK)ss.

This record was acknowledged before me on this ____ day of _____, 2018, by Jim Brown and Jacque Danielsen, as Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa.

Notary Public in and for said State



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Honorable Mayor Brown & City Council
FROM: Iris Lehmann, Planner I
DATE: August 15, 2018
SUBJECT: CDBG Rehabilitation Project - Change Order Request for 1622 Clay St.

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds that support several programs, including housing rehabilitations or housing repairs for income-qualifying residents.

On May 21, 2018, City Council awarded a CDBG rehabilitation contract to Kirvan Enterprises, LLC for the property at 1622 Clay Street pursuant to Resolution #21,116 (Contract #1-18-663). The original contract amount was for \$15,950. City Staff and Kirvan Enterprises are requesting a change order to increase the contract by \$2,000 to accommodate additional rehabilitation needs.

Before a project is bid staff conducts an inspection of the property to determine the scope of work. Issues can arise as construction ensues that sometimes are difficult to know for a bid. The requested \$2,000 will be used to remediate a conflict between a bathroom window and the new bathtub. In summary the work includes removing the window, applying drywall to cover the opening, painting the bathroom, and applying sheathing and siding to the exterior to cover the opening.

Current policy states that change orders over 10% of the original contract amount require approval from City Council. On August 8, 2018 Community Development staff approved a change order for an increase of \$150 to replace a damaged screen door. Combined with this change, the proposed change order will increase the project cost to \$18,100 which is an increase of 13.5% from the original contract amount. The new amount will remain below the \$20,000 rehabilitation "hard cost" program limit per project. The change order will be paid by the City's CDBG funds.

The Community Development Department requests that City Council approve the \$2,000 change order, increasing the contract amount to \$18,100. If you have any questions or need additional information, please feel free to contact this office.

XC: Stephanie Sheetz, Community Development Director
 Karen Howard, Planning & Community Services Manager

Item H.2.k.

Yvonne Phillips
1622 Clay Street
Cedar Falls, IA 50613

Change Order 2 - Changes shown in Red

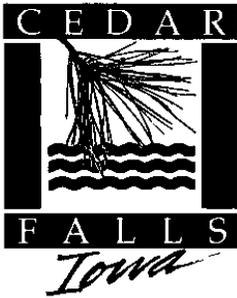
Line Item	Scope of Work	Previous Cost	New Cost
Interior			
1	Insulate attic above kitchen/laundry rooms to meet IECC of R49	\$500	\$500
2	Replace 2' 6" interior door and frame from kitchen to laundry room	\$500	\$500
3	Remove and replace existing bathtub in 2nd floor bathroom a. Re-pipe existing drain, waste, and vent plumbing as needed per code b. Install new bathtub water supply valve and trim	\$1,900	\$1,900
4	Install new handrail in basement stairwell	\$250	\$250
5	LEAD HAZARD ITEM: Remove all loose paint on the base, casing and doors (both sides) in the 2nd floor hall. Wet sand the base, casing and doors and paint to cover.	\$800	\$800
6	LEAD HAZARD ITEM: Apply ½" sheetrock to the ceiling in 2nd floor southeast bedroom/ living room. Apply tape, compound and orange peel texture and paint to cover.	\$1,000	\$1,000
7	LEAD HAZARD ITEM: Remove all loose paint on the walls and wood trim in the 2nd floor southeast bedroom/ living room and paint to cover.	\$500	\$500
8	Remove window that is below the upper bathtub flange and fill in cavity with insulation, apply new drywall to cover on entire side and front of tub, build in the bottom end of tub, scrape all peeling paint, tape, apply joint compound and paint entire bathroom	N/A	\$1,500
Exterior			
9	Apply sheathing to exterior wall to cover window opening and apply siding to cover as well as replace siding that is missing on same area to match existing	NA	\$500
10	Re-roof entire house with new asphalt shingles and add additional box vents to roof as needed to meet code (detached garage not included for new shingles) a. Cut in new ridge venting and add two new box vents on lower portion of house above kitchen/laundry rooms	\$9,000	\$9,000
11	Replace front steps on west side of house per code (no modifications to existing landing) a. Install new handrails on each side of steps	\$500	\$500
12	Replace existing 2' 6" side entry door and frame with new steel insulated door on south side of house, and install a new screen door*	\$1,150	\$1,150
TOTAL		\$16,100	\$18,100

*Screen door installation was added by Change Order 1, increasing this line item's cost from \$1,000 to \$1,150

Owner's Signature Date

Contractor's Signature Date

Official (City) Signature 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: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner I
DATE: August 16, 2018
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 1509 Franklin St

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

1509 Franklin Street was purchased by Stephanie Saak on July 20, 2018. The owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the past three years (since January 2012), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Stephanie Saak is proposing to upgrade all the windows and storm doors at 1509 Franklin Street. Based on the submitted bid by City Builders the actual cost of the improvements listed is \$10,366.00.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director
Karen Howard, Planning & Community Services Manager

Item H.2.I.

This instrument was drafted by: Iris Lehmann, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 1509 Franklin Street
and legally described as J R AND S CAMERONS SECOND ADD LOT 2 BLK 16

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Stephanie L. Saak (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;
- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City;

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 Stephanie L Saak
 OWNER

 OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2018, by Stephanie L. Saak.

 Notary Public in and for the State of Iowa

Item H.2.I.



DEPARTMENT OF COMMUNITY DEVELOPMENT RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 1509 Franklin Street, Cedar Falls IA 50613

Property Zoning (circle one): R1 , (R2) , Other

Name of Applicant: Stephanie L. Saak

Applicant's Email: Stephsaak@gmail.com Daytime Phone #: 319-239-1511

Current Deed Holder or Contract Buyer: Stephanie Saak

Mailing Address of Owner (if different than above): Same

Owner's Email: _____ Daytime Phone #: _____

Nature of improvements (specify): window replacement, exterior door replacement, storm door replacement

Estimated or Actual Cost of Improvements: \$ 10,366

Proposed Start Date: 9-1-18 Estimated or Actual Date of Completion: 10-1-18

Lender: Collins Community Credit Union Daytime Phone #: 319-266-6567

Lender Address: 5908 Winterberry Dr. Cedar Falls IA 50613

Applicants Signature: Saak Date: 7/31/2018

Name (Printed): Stephanie L. Saak

FOR CITY USE ONLY

CITY COUNCIL	Application Approved / Disapproved
	Reason (if disapproved): _____
	Date: _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Non-eligible for Tax Abatement _____
	Assessor _____ Date _____

Rental to Single Family Owner Conversion Incentive Program
1509 Franklin Street
Cedar Falls, IA 50613

Project Description – The exterior doors, exterior storm doors and exterior windows in this property are original with the home and in need of replacement. Several of the windows are cracked and no longer functioning properly.

Anticipated Impact – From a homeowners perspective replacing the exterior doors and windows will provide energy savings and added security to the home. From a neighborhood perspective, the new doors and windows will be visually appealing and provide an updated look to the home.

CITY BUILDERS

www.citybuilders.com
2009 Center Street
Cedar Falls Iowa 50613
319-277-4000
1-800-798-4000 (Fax) 319-277-2351

Waterloo, Iowa
319-226-4000
Cedar Rapids, Iowa
319-366-1952
Mason City, Iowa
641-424-4000

Email) citybuilders@cfu.net

This AGREEMENT made this 30 day of July, 2018 by and between CITY BUILDERS, hereinafter referred to as Contractor, and Stephanie Soak

_____, hereinafter referred to as Owner(s), the parties hereto, hereby agree that Contractor shall furnish all labor and material according to the following specifications and contract terms, on the premises located at

1509 Franklin Cedar Falls Phone 319-239-1511
Cell _____

Year Home Built _____ Email _____

Description of Goods & Services

① Remove 13 Windows & dispose
Supply & Install 13 ONWA Windows
Double Pane White In & out 1/2 Screens
Cap Exterior In White.

Supply & Install 1 Polarix Fiberglass Entry
Clear Painted Forest Green out White In
with Knick never NO 92 Clear glass

32" 1/2 View Clear glass Fiberglass over white/white
Knick never

Install Any Customer Supplied Storm doors \$100 per Door

Customer to be billed separately the actual cost for building permits.

Customer acknowledges other terms and conditions on reverse side. _____

- EXPLAINED Referral Program _____
- Customer is responsible for smoke detectors and Carbon Monoxide Alarms to code _____

TOTAL CASH PRICE for Labor and Material \$ 10,366
 Deposit with Order \$ NO
 Balance Payable To Job Foreman Upon Completion of Work \$ 10,366
 TOTAL (To be Financed) \$ NO

Payable in _____ monthly installments of _____ each. (Installments include all interest and other charges.)

First payment due _____ days after completion of job.

FINANCING OPTION:

Owner desires to obtain financing of the total cash price due the contractor and Owner's obligations under this proposal are expressly made contingent upon Owner obtaining a conventional loan at the current rate of interest. This contract shall be void if credit approval of Owner is refused.

Owner agrees to sign all necessary financial documents, furnish all information requested by the financial institution, and to use all diligence to obtain financing. No penalties for pre-payment of loan.

OTHER TERMS:

No work is to be done other than specified in this contract without additional charges.
This contract constitutes the entire Agreement and understanding of the parties.
Customer to assume all collection cost, legal fees and interest of 16% on unpaid balance.

Date of Transaction 7-30-18

OUR COMMITMENT TO YOU

CITY BUILDERS represents the high quality products and workmanship available from today's technology. These products have been selected for you so you may enjoy them for years to come. The degree of confidence a manufacturer has in a product's quality is reflected in their warranty, which will be provided to you upon completion of the improvements. There are no other expressed or implied warranties. CITY BUILDERS or "You the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

WORK TO BEGIN AFTER CITY BUILDERS 8-3-30

MAKE ALL CHECKS PAYABLE TO CITY BUILDERS

Salesperson's Signature _____

Purchaser's Signature _____

MEMBER OF THE BETTER BUSINESS BUREAU • CHAMBER OF COMMERCE



Item H.2.I.





PROGRAM ELIGIBILITY REQUIREMENTS

- R1 and R2 zoned properties within the designated area on the boundary map that have been rentals for at least three years. Major household systems must be in good working order. City inspection required.
- Major household systems include electrical, plumbing, HVAC, and general overall property and structure condition. City will not provide funding if there are health or safety concerns with the major systems. (If major systems repairs are included as part of the project and will be financed by the homeowner, the project could be eligible for this program.)

Date of application will be used to prioritize projects unless there are less applications than available funding. The following preferences of project funding will be evaluated for use:

- A. Structures built prior to 1980
 - B. Projects with two or more improvements that provide a larger neighborhood impact
 - C. Projects in blocks with less than 50% rentals
- Improvements must be made on private property and completed within six months of closing. Repayment may be required if improvements have not been completed, have not started, or no significant progress has been made.



220 Clay Street
Cedar Falls, Iowa 50613

Ph: (319) 273-8600
Fax: (319) 268-5126

www.cedarfalls.com

For more information or to obtain an application, please contact the Cedar Falls Community Development Department.

RENTAL TO SINGLE
FAMILY OWNER
CONVERSION INCENTIVE PROGRAM



MAKING A POSITIVE
NEIGHBORHOOD IMPACT

The City of Cedar Falls has established a new Rental to Single Family Owner Conversion Incentive Program with a goal of promoting balance within certain neighborhoods.

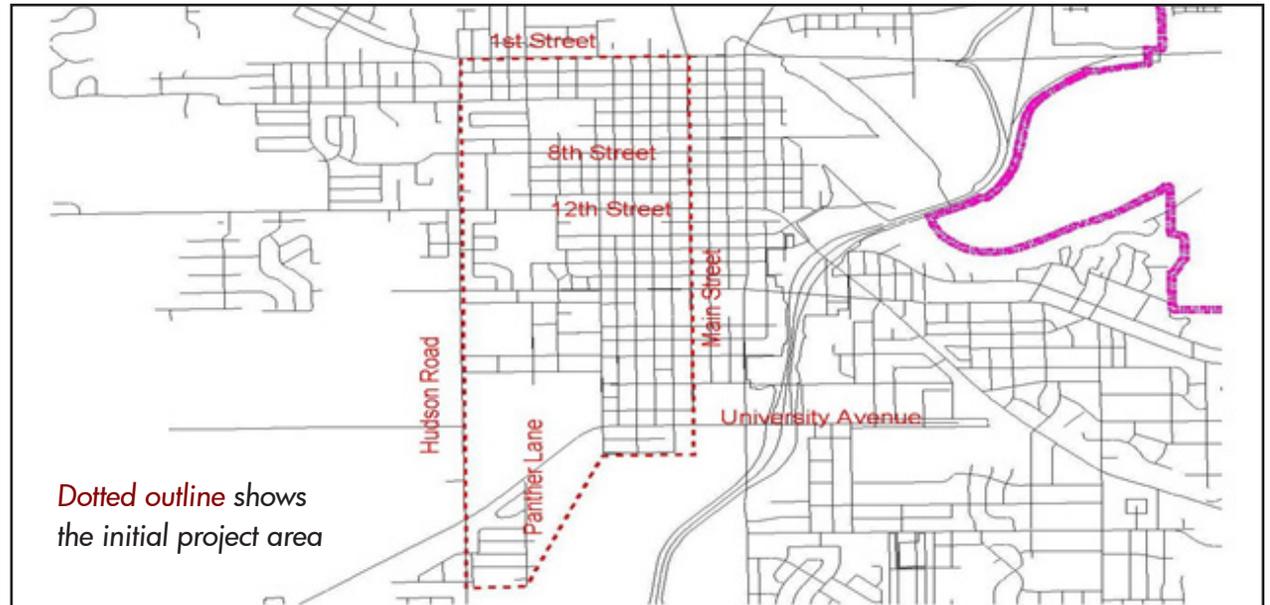
GENERAL PROGRAM GUIDELINES

- Available to R1 and R2 zoned rental properties within the project area (*see map*)
- City staff will be involved prior to closing and can provide an indication of eligibility
- Post-Closing Program to ensure conversion of property to single-family ownership
- Discretionary program: City has no obligation to fund a request

-213-

SAMPLE EXTERIOR IMPROVEMENTS

- Siding, paint, roof, windows, and gutters
- Landscaping, clearing, cleanup (as part of other improvements)
- Removing areas of broken paving/gravel and replacing with hard surface
- Removal of deteriorated stoops/porches
- Other exterior improvements adding to the overall home and neighborhood character



Dotted outline shows the initial project area

DETAILED PROGRAM COMPONENTS

- Forgivable Loan Program with 20% forgiven each year with prorated payback if sold within five years
- A lien will be placed on the property
- No current income limits or matching fund requirements
- City funds to be used only for exterior improvements that create positive visual neighborhood impacts
- Maximum City funding of \$10,000 per project
- 50% of City funding provided after closing, with approved application and cost estimate for improvements
- Balance paid after project completion, with all project receipts and City inspection

PROGRAM PROCESS





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 and Council
FROM: Iris Lehmann, Planner I
DATE: August 15, 2018
SUBJECT: Setting Public Hearing for revisions to Zoning Code Section 29-168
Central Business District Overlay Zoning and Section 29-2 Definitions.

The Central Business District Overlay provides guidance for building, site design standards, maintenance, and development within the district. City Staff has been working with Community Main Street (CMS) to clarify the review process and provide more objectivity to the design criteria of this section; specifically for new development and redevelopment. Establishing more objective standards in the overlay code will help both City Staff and the Planning & Zoning Commission be consistent in their reviews as well as create a vision of how the downtown should grow. Developers will also benefit by having a clear set of standards to follow. The proposed changes outline best practices of storefront design; many of which City Staff and CMS have already been holding developers accountable for but have never been clearly outlined in the code. The proposed code amendments aim to continue and strengthen the high level of development in the downtown.

The Planning and Zoning Commission reviewed the amendments at a public hearing on July 25, 2018 regular meeting and unanimously voted to forward the proposed changes to Council for approval.

The Community Development Department requests that a public hearing be scheduled for September 4th, 2018 to consider the revisions to sections 29-168 and 29-2 of the Code of Ordinances pertaining to design guidelines in the Central Business District Overlay. If you have any questions or need additional information, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director
Karen Howard, Planning & Community Services Manager

RESOLUTION NO. _____

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF HEARING ON A PROPOSAL TO AMEND SECTION 29-168 AND SECTION 29-2 OF CHAPTER 29, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, PERTAINING TO THE DESIGN GUIDELINES IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a recommendation from the Cedar Falls Planning and Zoning Commission to amend Section 29-168 and Section 29-2 of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, said Commission has recommended approval of said ordinance amendments; and

WHEREAS, it is desired to submit the same for consideration to the City Council and 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 that there shall be a public hearing on the request to amend Section 29-168 and Section 29-2 of Chapter 29, Zoning and that public hearing will be held on the 4th day of September, 2018, at 7:00 P.M. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of public hearing in the "Waterloo/Cedar Falls Courier", said notice shall be published once, but not less than four (4) nor more than twenty (20) days before the date of hearing.

INTRODUCED AND APPROVED this _____ day of _____, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

