



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, SEPTEMBER 16, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of September 3, 2019.

Agenda Revisions

Special Order of Business

2. Public hearing on a proposed amendment to the Future Land Use Map by changing the designation from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential for property located in the vicinity of 1700-2000 Union Road.
 - a) Receive and file proof of publication of notice of hearing. (Notice published September 6, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution amending the Future Land Use Map, by changing the designation from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential, for property located in the vicinity of 1700-2000 Union Road.
4. Public hearing on the proposed rezoning from A-1, Agricultural District, to R-1, Residential District, of property located in the vicinity of 1700-2000 Union Road.
 - a) Receive and file proof of publication of notice of hearing. (Notice published September 6, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
5. Pass an ordinance amending Section 26-118 of the Code of Ordinances by removing property located in the vicinity of 1700-2000 Union Road from the A-1, Agricultural District, and placing the same in the R-1, Residence District, upon its first consideration.

Old Business

6. Pass Ordinance #2950, granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive, upon its third & final consideration.
7. Pass Ordinance #2952, granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way, upon its third & final consideration.

8. Pass Ordinance #2954, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to 48-hour parking on city streets, upon its second consideration.

New Business

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

9. Approve the recommendation of the Mayor relative to the appointment of Amanda Lynch to the Planning & Zoning Commission, term ending 11/01/2020.
10. Receive and file the Committee of the Whole minutes of September 3, 2019 relative to the following items:
 - a) Planning & Zoning Commission Interview - Amanda Lynch.
 - b) Bills & Payroll.
11. Receive and file the FY19 Annual Report of the Public Works & Parks Division.
12. Approve the following applications for beer permits and liquor licenses:
 - a) Metro Mart, 103 Franklin Street, Class C beer - renewal.
 - b) Just Dough, 6607 University Avenue, Class B beer - renewal.
 - c) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - renewal.
 - d) Doughy Joey's Peetza Joynt, 126 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
 - e) Little Bigs, 2210 College Street, Class C liquor - renewal.
 - f) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
 - g) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
 - h) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.

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

13. Resolution approving and authorizing submission of the City's FY19 Official Financial Report for Streets.
14. Resolution approving and authorizing execution of an Integrated Supply Agreement with Motor Parts & Equipment Corporation, d/b/a NAPA Auto Parts - Waterloo, relative to a Vendor Managed Inventory (VMI) Parts Management Program at the Fleet Maintenance Facility.
15. Resolution approving and authorizing execution of a Yard Waste Management Service Agreement with T&W Grinding relative to management of the City's compost facility.
16. Resolution approving and authorizing execution of a Professional Service Agreement with Black & Veatch Corporation for Wastewater Treatment Alternative Evaluation.
17. Resolution approving and authorizing execution of a Joint Funding Agreement with the U.S. Geological Survey relative to the Cedar River Streamgage Station.
18. Resolution approving and accepting the contract and bond of Feldman Concrete for the 2019 Sidewalk Assessment Project, Zone 2.
19. Resolution approving and authorizing execution of Supplemental Agreement No. 1A to the Professional Service Agreement with Clapsaddle-Garber Associates for construction observation and testing services relative to Gateway Business Park.
20. Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2019 University Avenue Traffic Counts Project.

- [21.](#) Resolution approving and authorizing execution of a License Agreement with ARVIG Enterprises Inc. relative to installing a fiber optic telecommunications system within the Cedar Heights Drive and Greenhill Road public right-of-way.
- [22.](#) Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 311 Main Street, as recommended by the Planning & Zoning Commission.
- [23.](#) Resolution approving a College Hill Neighborhood Overlay Zoning District site plan for façade improvements at 2211 College Street.
- [24.](#) Resolution approving a Professional Office (PO-1) Zoning District site plan for signage at 915 Hudson Road.
- [25.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure and Environment, LLC relative to the Center Street Corridor Streetscape Project.
- [26.](#) Resolution approving a College Hill Neighborhood Overlay Zoning District site plan for multiple temporary mural installations in the College Hill Business District.
- [27.](#) Resolution approving and authorizing execution of an amended HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2020-2022.

Ordinances

- [28.](#) Pass an ordinance amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to monument mailboxes, upon its first consideration.

Allow Bills and Payroll

29. Allow Bills and Payroll of September 16, 2019.

City Council Referrals

City Council Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, SEPTEMBER 3, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 52481 - It was moved by Kruse and seconded by Wieland that the minutes of the Regular Meeting of August 19, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring September 2019 as Hunger Action Month and Northeast Iowa Food Bank President Kirsten Juhl commented.

- 52482 - It was moved by Darrah and seconded by Blanford that Ordinance #2953, amending Ordinance No. 1923, 2122, 2461, 2696, 2785 and 2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, Dike-New Hartford Community School District and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, be passed upon its third and final 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. The Mayor then declared Ordinance #2953 duly passed and adopted.

- 52483 - It was moved by Wieland and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of Craig Schwerdtfeger to the Community Center & Senior Services Board, term ending 06/30/2022.

Receive and file the Committee of the Whole minutes of August 19, 2019 relative to the following items:

- a) Cedar River Recreation Enhancement.
- b) Visitors & Tourism Division Update.
- c) Cultural Programs Annual Update.
- d) Bills & Payroll.

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

Receive and file Departmental Monthly Reports of July 2019.

Approve the application of Cypress Lounge, 209 State Street, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- a) Sidecar Coffee, 2215 College Street, Special Class C liquor & outdoor service - renewal.
- b) Hilton Garden Inn, 7213 Nordic Drive, Class B liquor, Class B native wine & outdoor service - renewal.
- c) Wilbo, 118 Main Street, Class C liquor - renewal.
- d) Great Wall, 2125 College Street, Class E liquor - renewal.
- e) Casey's General Store, 5908 Nordic Drive, Class C beer & Class B wine - change in ownership.
- f) Casey's General Store, 601 Main Street, Class E liquor - change in ownership.
- g) Casey's General Store, 1225 Fountains Way, Class E liquor - change in ownership.
- h) Casey's General Store, 2425 Center Street, Class E liquor - change in ownership.
- i) Casey's General Store, 5226 University Avenue, Class E liquor - change in ownership.
- j) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (September 13-15, 2019)

Motion carried unanimously.

52484 - It was moved by Green and seconded by Darrah that the following resolutions be introduced and adopted:

Resolution #21,686, approving and authorizing execution of a Landlord Estoppel, Consent and Agreement between the City, the Board of Trustees of the Municipal Electric Utility, and Cedar Falls Solar Farm, LLC, relative to a Lease Agreement for the use of certain city-owned property located at 800 Viking Road as a solar garden.

Resolution #21,687, approving and authorizing execution of a Standard Form of Agreement with Failor Hurley Construction for The Falls Aquatic Center - Pump Building and Dumpster Enclosure Renovation Project.

Resolution #21,688, approving and adopting the Cedar Falls Tourism & Visitors Bureau Strategic Plan for 2019-2022.

Resolution #21,689, approving and authorizing execution of a Professional Service Agreement with Zimmerman, Laurent & Richardson, Inc., d/b/a ZLR Ignition, for digital advertising.

Resolution #21,690, approving and authorizing the expenditure of funds for the purchase of an aerial boom truck.

Resolution #21,691, approving and authorizing execution of an agreement with INVISION Architecture, LTD for design services relative to the City Hall Remodel Project.

Resolution #21,692, receiving and filing the bids, and approving and accepting the low bid of Vieth Construction Corporation, in the amount of \$224,575.00, for the 2019 Peter Melendy Park Renovation Project.

Resolution #21,693, approving and accepting the contract and bond of Vieth Construction Corporation for the 2019 Peter Melendy Park Renovation Project.

Resolution #21,694, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Owen5, LLC relative to a post-construction stormwater management plan for Lot 16, Northern Cedar Falls Industrial Park Phase I.

Resolution #21,695, approving a public improvement, authorizing acquisition of private property for said project, and establishing just compensation, in conjunction with the 2018 Street Construction Project.

Resolution #21,696, approving and accepting a Lien Notice and Special Promissory Note for property located at 1931 Iowa Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,697, approving and authorizing execution of a Transportation Services Agreement with Metropolitan Transit Authority of Black Hawk County (MET Transit) for downtown shuttle services from September 5, 2019 thru January 18, 2020.

Resolution #21,698, approving and authorizing execution of a Memorandum of Agreement for Professional Support for Housing Choice Voucher Program with the Iowa Northland Regional Council of Governments (INRCOG) relative to the City's Section 8 Housing Choice Voucher Program.

Resolution #21,699, approving and authorizing execution of a Termination of Real Estate Purchase Agreement with DS Warehouse, LLC relative to Lot 1, West Viking Road Industrial Park, Phase I.

Resolution #21,700, supplementing Resolution #21,663, being a resolution approving the voluntary annexation of property to the City of Cedar Falls which lies within two (2) miles of the corporate boundaries of the City of Hudson.

Resolution #21,701, setting September 16, 2019 as the date of public hearing on a proposed amendment to the Future Land Use Map by changing the designation from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential for property located in the vicinity of 1700-2000 Union Road.

Resolution #21,702, setting September 16, 2019 as the date of public hearing on the proposed rezoning from A-1, Agricultural, to R-1, Residential District, of property located in the vicinity of 1700-2000 Union Road.

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 #21,686 through #21,702 duly passed and adopted.

- 52485 - It was moved by Kruse and seconded by deBuhr that Ordinance #2954, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to 48-hour parking on city streets, be passed upon its first consideration.

Following a comment by Councilmember Kruse, it was then moved by Kruse and seconded by Green to amend the absence period from 2 hours to 4 hours. Motion to amend carried unanimously.

The Mayor then put the question on the amended ordinance and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried unanimously.

- 52486 - It was moved by Wieland and seconded by deBuhr that the bills and payroll of September 3, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52487 - It was moved by Green and seconded by Blanford to refer to city staff and Committee of the Whole a request to develop a policy which names city streets after the annually-awarded Representative Citizens of Cedar Falls. Following comments by Councilmembers Green, Wieland and Kruse, questions by Councilmembers Blanford, Kruse and Darrah and a response by City Administrator Gaines, the motion to refer the naming of city established streets carried 6-1, with Councilmember Miller voting nay.

- 52488 - It was moved by Green and seconded by Miller to refer to the Committee of the Whole a request to designate the Public Safety Building as Cedar Falls Public Safety Center. Following comments by Councilmember Green, questions by Councilmembers Wieland, Blanford and deBuhr, and responses by Public Safety Services Director Olson, Finance and Business Operations Director Rodenbeck and Mayor Brown, the motion to refer carried 5-2, with Councilmembers Miller and Wieland voting nay.

- 52489 - It was moved by Blanford and seconded by deBuhr to refer to the Art & Culture Board/Public Art Committee, to work with the Community Development Department to incorporate a plaque in honor of Barbara Brown into the Main

Street streetscape design. Motion to refer carried unanimously.

- 52490 - Community Development Director Sheetz announced the 'Bands of America Championships' coming to the University of Northern Iowa on September 28, 2019.
- 52491 - Public Safety Services Director Olson responded to questions by Sharon Regenold, 108 Lilliput Lane, regarding future staffing of traditional firefighters.
- 52492 - It was moved by Kruse and seconded by Wieland that the meeting be adjourned at 7:23 P.M. Motion carried unanimously.

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: Mayor and Council
FROM: David Sturch, Planner III
DATE: September 11, 2019
SUBJECT: Land Use Map Amendment

REQUEST: Land Use Map Amendment from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential (Case #LU19-002)

PETITIONER: West Fork Crossing, ISG Engineering

LOCATION: 1700-2000 Block of Union Road

PROPOSAL

Land use map amendment from Greenways/Floodplain and Neighborhood Commercial/Mixed use to Low Density Residential for the West Fork Crossing development on portions of 119 acres of land along Union Road. The land use map amendment and rezoning will allow the development of a new residential subdivision. Zoning considerations normally involve evaluation of three main criteria:

1. *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*
2. *Is the property readily accessible to sanitary sewer service?*
3. *Does the property have adequate roadway access?*

This staff report will focus on the first criteria, an amendment to the Future Land Use Map and Comprehensive Plan.

BACKGROUND

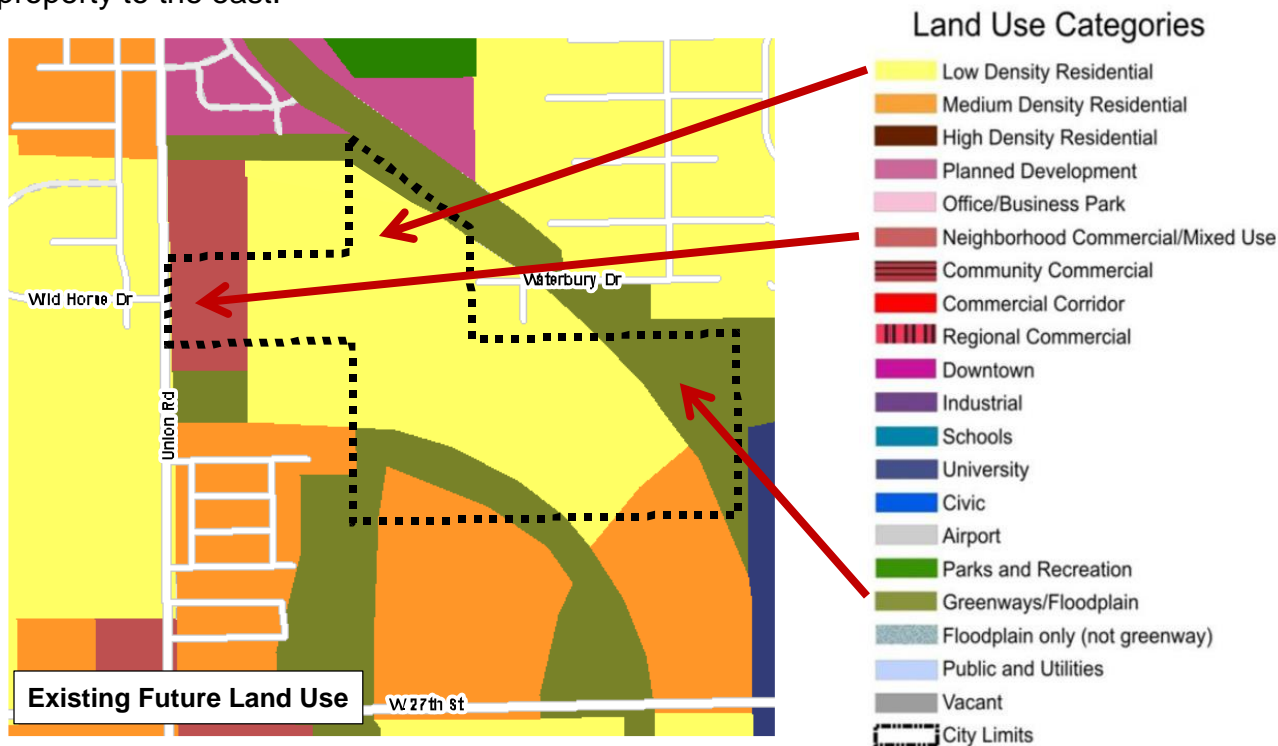
This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The Future Land Use Map was adopted in the spring of 2012 as a part of the Cedar Falls Comprehensive Plan. The current land use is greenways/floodplain, neighborhood commercial/mixed use and low density residential. Prior to the adoption of the Comprehensive Plan in 2012, the majority of the property was designated as low density residential.

The University Branch of Dry Run Creek runs along the north edge of the property which encompasses the special flood hazard area (SFHA) or general floodplain. The greenway designation shown on the future land use map was intended to reflect the extent of the flood hazard area including a green buffer. This buffer serves an important function for natural stormwater drainage and mitigates flood risk. As part of the platting process, storm water detention will be collected throughout the subdivision and released into Dry Run Creek. The adjoining development to the northwest (New Aldaya site for The Terraces) created a storm water detention plan that utilizes Dry Run Creek to channel the detained stormwater down the creek and eventually into the area wide detention basin located north of the UNI Dome. As this section of property develops, a continued storm water management plan will be formalized to further control the stormwater in this area of the city.

ANALYSIS

As stated in the Comprehensive Plan, land use is the central element of the Plan because it establishes the overall physical configuration of the city, including the mix and location of uses and community systems (utilities).

This 119-acre property is surrounded by residential development on the northeast with large lot acreages on the west. A manufactured home neighborhood is located southwest of the site and the future Cedar Falls High School is to the southeast. The University of Northern Iowa owns the property to the east.

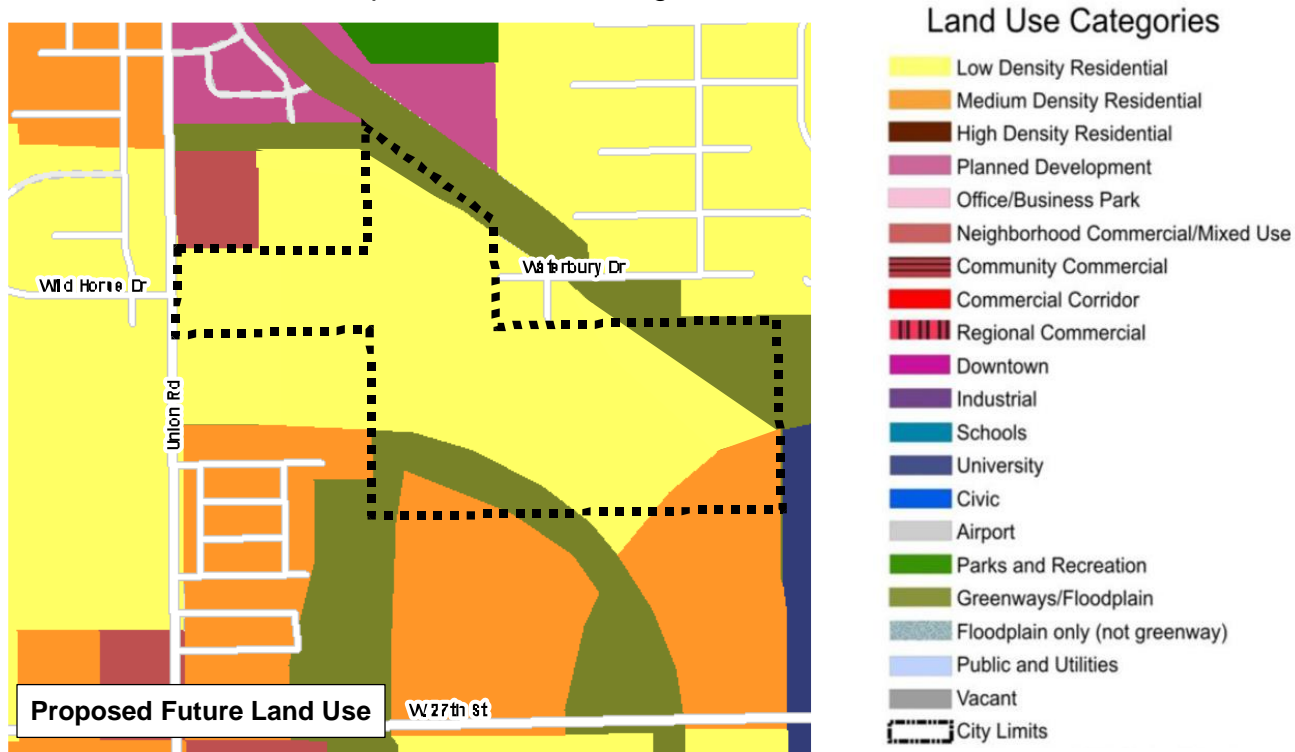


Generally speaking, the future land use for this area is low density residential. However, there is a section of land along the east side of Union Road that shows a neighborhood commercial/mixed use designation and a strip of greenways/floodplain along the University Branch of Dry Run Creek. Therefore, the land use analysis is the first step in the rezoning and development process.

The neighborhood commercial/mixed use category is identified in the Comprehensive Plan for low impact commercial with residential in the upper floors located on major streets. It is

proposed to reduce this commercial area through the petitioner’s property to low density residential. Maintaining a small commercial land use along Union Road may provide an opportunity for future commercial uses that will benefit the surrounding neighborhood.

The greenways/floodplain category is reserved for passive open spaces and environmentally sensitive areas for floodplain and stormwater management. A drainageway flows through the north side of the site in a northwesterly to southeasterly direction. The floodplain boundary buffers this drainage way but only encompasses a portion of the area depicted on the future land use map and amending the greenways/floodplain land use to low density residential reflects a more accurate depiction of the future growth in



this area.

The land use amendment corresponds to the proposed rezoning from A-1, agriculture to R-1, residence district. The intent is to develop the 119 acres into single family residential lots with stormwater detention basins and floodplain buffers. One important feature of the stormwater management plan is to account for the additional stormwater that is received into this site from surrounding developments to the west and north. That stormwater, coupled with the stormwater generated on the site will be confined into detention basins and new storm sewers and released at a controlled rate into the existing drainageway. The proposed map above reflects the location of the greenways/floodplain. These areas provide a good opportunity to place the detention basins along the University Branch of Dry Run Creek to the north and within the drainage way near the southwest corner of the site. This particular drainage way represents the flow from the southwest corner of the site easterly to W. 27th Street. The Comprehensive Plan states as an essential component to the quality of life in Cedar Falls, park services should be offered within a comfortable walking distance (typically ¼ to ½ mile) from homes in the neighborhood. The design of this southern basin should consider elements like open space, natural areas and greenbelts that create a “parklike” setting for the residents of the neighborhood.

Additional elements to this development include trails and sidewalks within and adjacent to property. The Comprehensive Plan shows east/west and north/south trails near the University Branch of Dry Run Creek corridor. This corridor is part of the floodplain district and portions of this area have been developed with detention basins and buffers through the existing and planned subdivisions. Future trail locations are important in this development in order to provide the connections from the planned Union Road trail to the west, the W. 12th Street trail and Robinson-Dresser Sports Complex to the north and the W. 27th Street trail to the south as well as connections to the east into the proposed high school site on W. 27th Street.

The Comprehensive Plan provides a summary of the Western Growth Area of Cedar Falls. This portion of the city extends westerly from Hudson Road to the city limits and from W. 1st Street to Viking Road. The section of land between W. 12th and W. 27th Street near the Union Road corridor shows this concept described below with staff comments in underlined, red text:

- A system of greenways following the University Branch of Dry Run Creek. This corridor shall be preserved as open space, floodplain, storm water drainage, wildlife habitats and natural amenity for the nearby residents. This section of the University Branch of Dry Run Creek shall be maintained as described.
- Street connections that provide connections throughout residential neighborhoods and adjoining street arterials (W. 12th and Union) and collectors (W. 27th) and move traffic more efficiently. As this project runs through the development process, the preliminary plat should provide a well-connected street pattern within the new neighborhood and to the existing neighborhoods and the surrounding streets and future important destinations, such as the new high school.
- Extending Greenhill Road to the northwest, intersecting with University Avenue, W. 27th Street and Union Road. Greenhill Road terminates at W. 27th Street east of this property. Therefore, Greenhill Road will not extend through this site.
- Extending Erik Road with a westerly extension and turning north to eventually connect into W. 12th Street and Birdsall Park. The extension of Erik Road or other similarly situated street is a long term concept that may eventually extend to the north and into this site. A north/south connection is planned with the future development of this site that will provide a future connection into the recently approved Terraces at West Glen.
- A system of modified cul-de-sac or looping streets to maintain connectivity while providing a low-traffic street for the residents. This street layout includes pedestrian/bike connections through a greenway system with multiple street entrances to each neighborhood to serve the “local” traffic and minimize the “cut-through” traffic. The concept of modified cul-de-sac and looping streets illustrated in the plan is an unusual concept that may not be realistic, but the principal of creating a pattern of well-connected streets is a well-documented best practice. When the preliminary plat is presented to staff and the Planning and Zoning Commission, a street network of modest size blocks and a well-connected pattern that will help to distribute the traffic and not overburden any one street should be carefully considered throughout the site and adjoining neighborhoods. This will provide an opportunity to create pedestrian/bike connections off the planned Union Road Trail to the existing W. 27th Street bike lanes and future extensions to the east into the proposed school site and the UNI campus.

Based on the factors stated in this report, staff finds that it is appropriate to amend the future land use map to allow reasonable development of the property while still preserving and protecting the floodplain and natural drainage ways. The proposed amendment would maintain the location of the current greenway/floodplain and add the designation of “Low Density Residential to the rest of the property. The other details noted in the Plan regarding good neighborhood design, such as adequate parks and open space and a well-connected street pattern should be incorporated into future subdivision plats.

A notice was mailed to the adjoining property owners on September 11, 2019 regarding this request.

PLANNING & ZONING COMMISSION

Introduction
8/14/19

The Planning and Zoning Commission considered a land use map amendment for the West Fork Crossing development in the 1800 block of Union Road. Acting Chair Saul introduced the item and Mr. Sturch provided background information. He explained that the property is 119 acres off Union Road and north of 27th Street in the A-1 Zoning District. He displayed the current land use map from the 2012 Cedar Falls Comprehensive Plan and discussed the characteristics of the land use categories. The proposed land use map amendment includes a reduction of the greenways and floodplain areas that follows more closely to the actual flood zone where these areas can be used for open space and parkland. Other amendments include changing the neighborhood commercial area along Union Road to low density residential. Staff would like to gather comments from the Commission and the public and schedule a public hearing for the August 28th Planning and Zoning Commission meeting.

The developer’s engineer, Tim Verheyen feels that it makes sense to keep the entire area as R-1, low density and retain the higher density to the south. He also commented on the floodplain and greenway areas of the development. A neighboring property owner at 1712 Union Road, Mr. Mike Goyen has some concerns about the existing storm water running across his property.

The Commission will discuss the amendment to the land use map. There were some questions by the commissioners. Ms. Prideaux asked how we are analyzing the water flow in the stormwater management and Ms. Saul asked about the street design that was mentioned in public comments. Ms. Howard stated that those things will all be considered when they submit the subdivision plat. As there was no further discussion, the item was continued to the next meeting.

Discussion/Vote
8/28/19

Chair Holst introduced the item and Mr. Sturch provided background information. He explained the land use map amendment is for 119 acres of land in the A-1 District in the western part of the City along Union Road. The proposed land use amendment includes the following: reduction of greenways/floodplain to follow current floodplain and drainage areas; creation of areas for open space and parkland; opportunity to create area for neighborhood park; change neighborhood commercial to low density residential. Staff recommends approval of the amendment to the future land use map from Greenways/Floodplain and Neighborhood Commercial to Low Density Residential with conformance to all staff recommendations and comments from the Planning and Zoning Commission.

Mike Girsch, 1608 Union Road, expressed objection to the removal of the commercial area on his property as it reduces options for future sale. He feels there is potential for a small business to be built in the future.

The Commission discussed the existing land use in the immediate area with a staff summary. Ms. Howard suggested maintaining the neighborhood commercial land use to the north of the petitioner's property. Mr. Leeper asked if there has been any contact from the property owners to the south. Mr. Sturch stated that a notification was sent out and he has not heard anything from those property owners. Mr. Holst stated that he would be supportive of the change to low density residential while maintaining the small neighborhood commercial land use.

Ms. Saul moved to approve the land use map amendment from neighborhood commercial and greenways/floodplain to low density residential and maintain the neighborhood commercial to the north of the petitioner's property on Union Road. Ms. Adkins seconded the motion.

The Commission discussed parks, trails and greenspace for this area of Cedar Falls. Ms. Prideaux noted that she would like to see parkland added. Ms. Saul asked how that would affect what the developer does on that land. Ms. Howard stated that developers typically look at the piece of land to include elements of a healthy neighborhood and it can all be determined when the actual preliminary plat is submitted for review by staff and the Commission. She clarified that the current request is to change the land use map designations and the zoning would be discussed during the rezoning hearing.

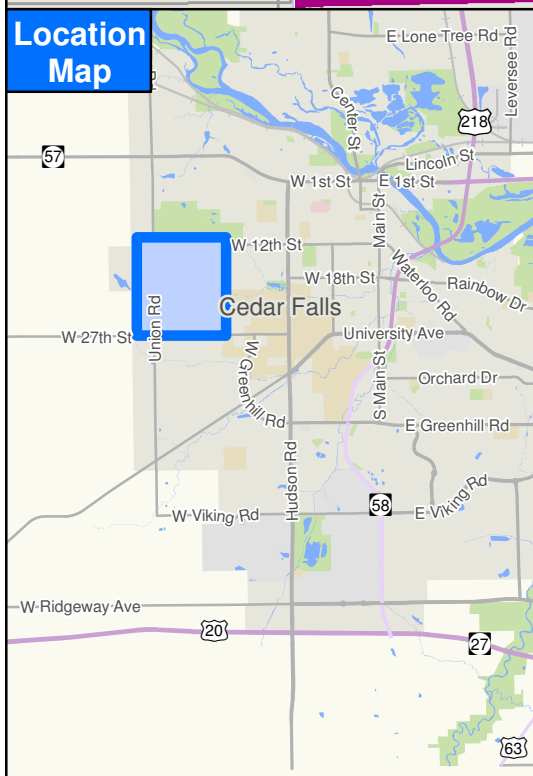
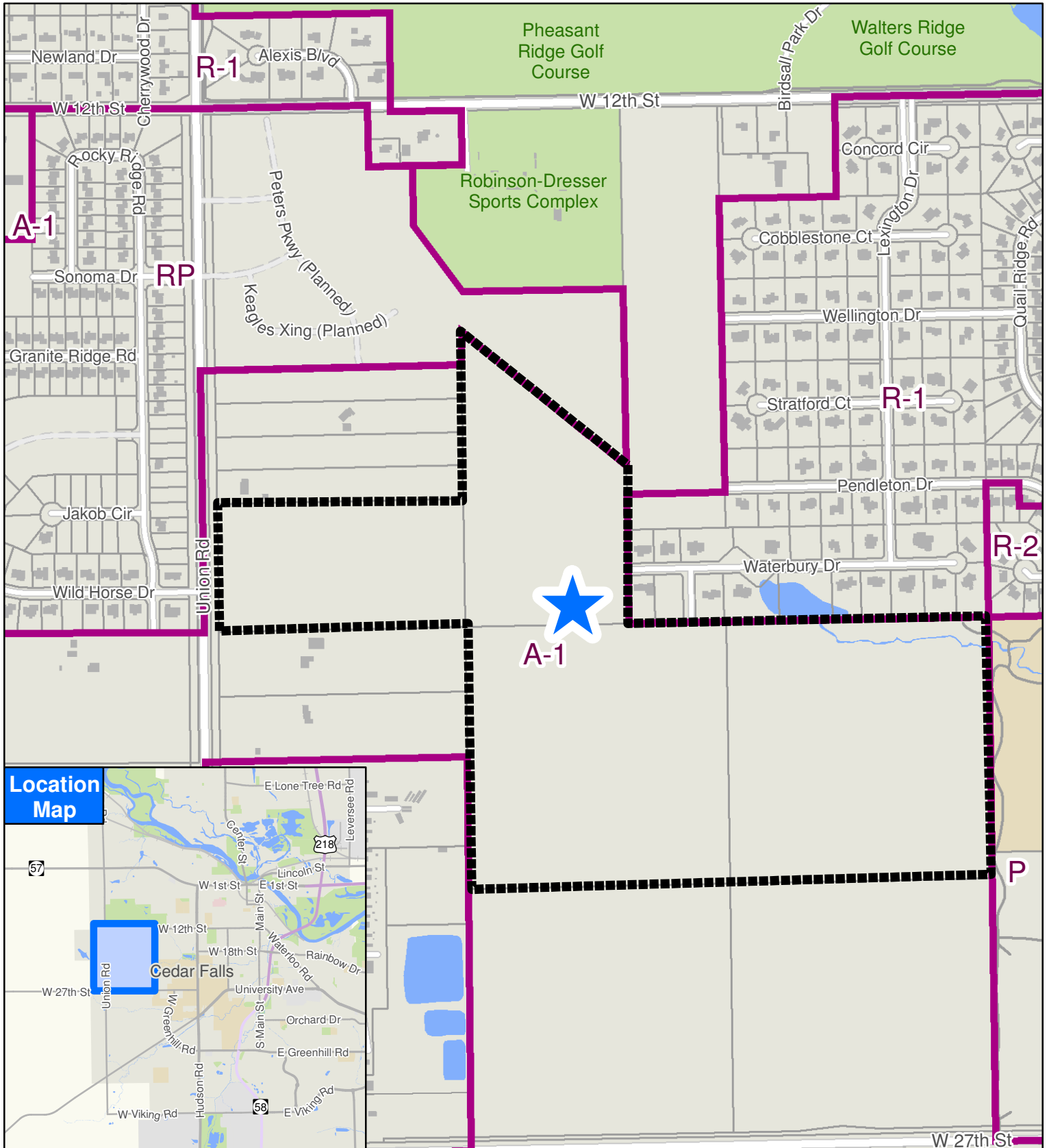
The discussion ended and the Commission approved the motion for the City Council to recommend approval of the land use map amendment.

STAFF RECOMMENDATION

The Community Development Department recommends approval of an amendment to the Future Land Use Map from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential.

Cedar Falls City Council September 16, 2019

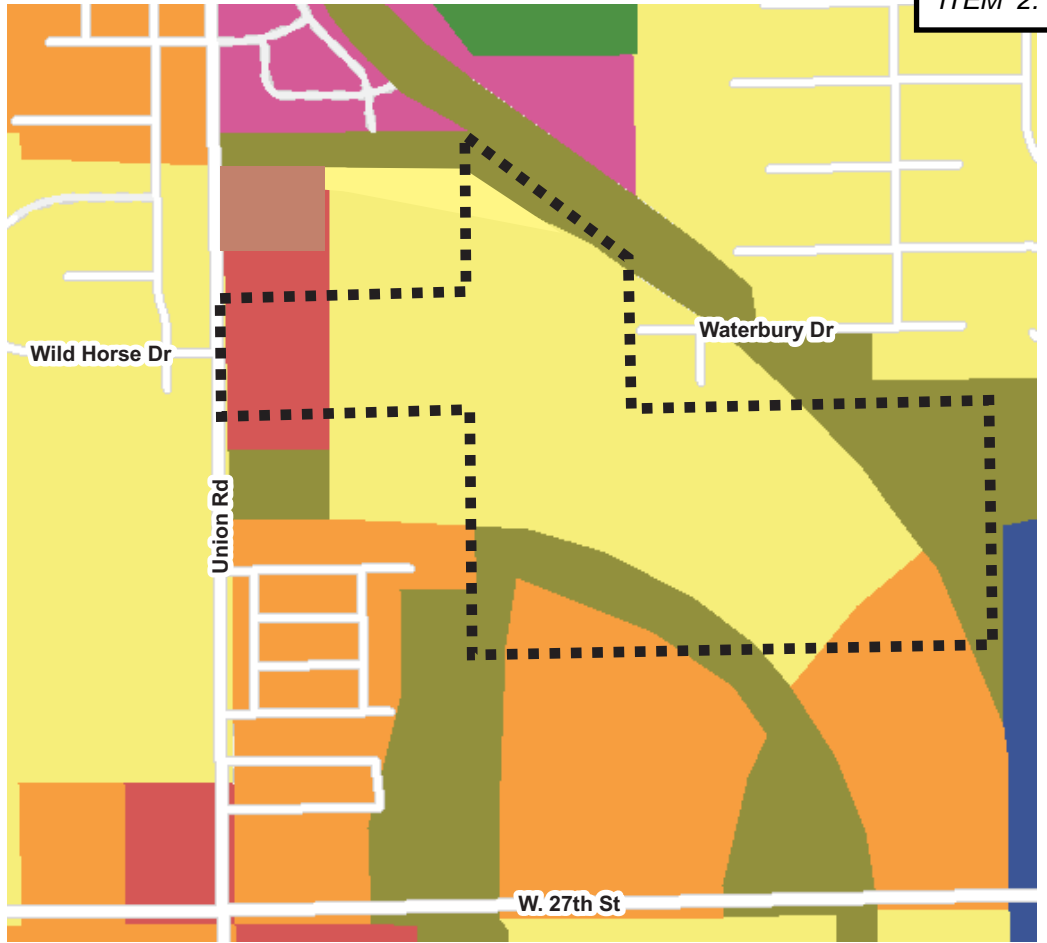
ITEM 2.



West Fork Crossing - Proposed Land Use Map Amendment

ITEM 2.

Existing Land Use



Proposed Land Use



RESOLUTION NO. _____

RESOLUTION AMENDING THE FUTURE LAND USE MAP
BY CHANGING THE DESIGNATION FROM GREENWAYS/FLOODPLAIN AND
NEIGHBORHOOD COMMERCIAL/MIXED USE TO LOW DENSITY RESIDENTIAL

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa to amend the Future Land Use Map from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential, for property located in the vicinity of 1700-2000 Union Road, and

WHEREAS, said Commission has recommended approval of said change in the land use, and

WHEREAS, said land use map serves as a guide for future development, and

WHEREAS, said land use map amendment will allow the development of a new residential subdivision, and

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the Future Land Use Map is hereby amended to change the designation found on the City Schematic Land Use Map from Greenways/Floodplain and Neighborhood Commercial/Mixed Use to Low Density Residential.

INTRODUCED AND ADOPTED this 16th day of September, 2019.

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: Mayor and Council
FROM: David Sturch, Planner III
DATE: September 11, 2019
SUBJECT: Rezoning Request

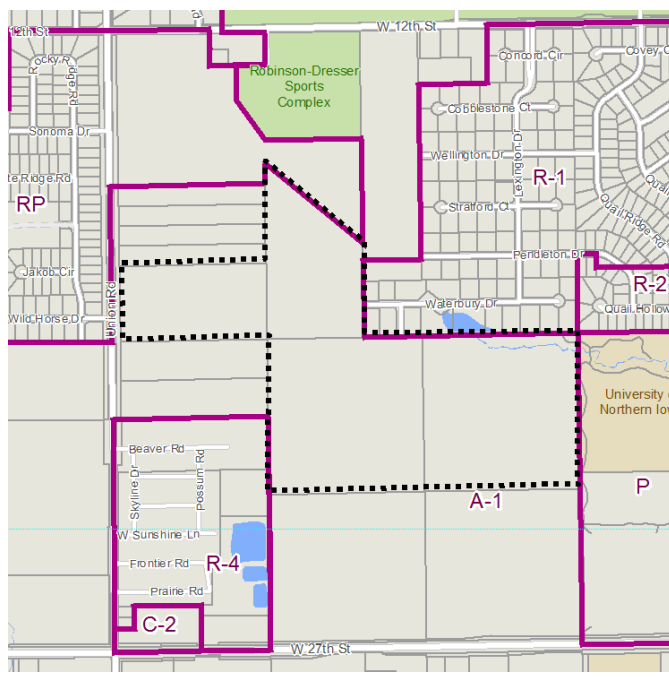
REQUEST: Rezone property from A-1, Agricultural to R-1, Residential District (Case #RZ19-002)
PETITIONER: West Fork Crossing, ISG Engineering
LOCATION: 119 acre parcel between Union Road and Waterbury Drive

PROPOSAL

The petitioner has submitted a request to rezone 119 acres of land between Union Road and Waterbury Drive from A-1, Agricultural to R-1, Residential District. The rezoning will allow the development of a neighborhood of primarily single-unit homes.

BACKGROUND

This property has been zoned as agricultural since adoption of the Zoning Ordinance in 1970. The land is surrounded by an R-1 residential district and a P, public district on the east; an R-4, residential district to the southwest; and an R-P, planned residence district to the west and north. The current owner recently purchased this property with the intent of developing single family dwellings. The rezoning of this property must be carefully considered by evaluating the characteristics of the land and surrounding properties. This staff report will outline a number of these elements in order to have a firm understanding of the future use of this property.



ANALYSIS

The purpose of the A-1, agricultural zoning district is to act as a “holding zone” for future development until municipal services (sanitary sewer, water, roads) are accessible to the site. When these services are available, the development of the land is threefold, beginning with the rezoning of the land, platting and construction.

This 119-acre property is surrounded by residential development on the west, southwest and northeast. The University of Northern Iowa owns property to the east along with the future high school site to the southeast. The northern edge of the property is bounded by the western reach of the University branch of Dry Run Creek. This portion of the property is located in the 100-year floodplain that runs along Dry Run Creek to the northeast corner of the site. With the exception of the floodplain, there are no other sensitive areas within the area proposed for rezoning.

Zoning considerations normally involve evaluation of three main criteria:

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

The current land use map is designated as low density residential, commercial/mixed use and greenways/floodplain. A proposed amendment outlined in a separate staff report, if approved, would remove the commercial/mixed use designation and reduce the greenways/floodplain area to align more closely with the current floodplain and drainage pattern. These areas would be designated on the future land use map as low density residential. The greenways/floodplain will serve as buffers for storm water management and detention. These areas also provide an opportunity, through thoughtful subdivision design, to create open spaces, natural areas, and neighborhood park space to serve the residents of this and surrounding developments.

As part of the platting process, a stormwater management system will be designed to accept the stormwater runoff from the west and north. The stormwater will be directed toward multiple detention basins on the site and released at a controlled rate into the floodplain. The stormwater management system must be designed so that it will not adversely affect the current and future residents surrounding and within this development. Details of the stormwater management plan will be reviewed during the platting process to ensure that it meets all Code requirements.

If the Planning and Zoning Commission agrees to the land use map amendment, as described in a separate staff report under Case #LU19-002, the proposed rezoning of this property can continue.

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

Yes, sanitary sewer is readily available to the site. This sewer is located through the northern boundary of the property within the aforementioned floodplain and drainage way of Dry Run Creek. This sanitary sewer is located in the Cherrywood Interceptor Sewer District which includes a sewer tapping fee as part of the development. The sewer tapping fee is \$294.63 per acre of development. This fee is paid by the developer at the time of final platting. This sewer will accommodate the proposed 119 acre development.

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

The property currently has access from Union Road and Waterbury Drive. Future connections to the north through the NewAldaya development, to the east and to the south

onto W. 27th Street will accommodate the movement of traffic into and out of this site. A well-connected network of local streets within any future subdivision will be essential to help distribute traffic and create efficient routes for neighborhood residents. These street connections will be important for general traffic circulation and connections between neighborhoods and future neighborhoods. For example, while there may be no development planned for the property to the east of this site, at some point in the future there may be reasons to provide a connection to PE Center Drive. Similarly, several connections to the property to the south will provide access to W. 27th Street as this area develops over time.

The annual average daily traffic for Union Road is approximately 3,000 vehicles per day. Depending on the circumstances and corridor constraints, a rural two-lane roadway could handle capacities up to 1,700 vehicles per hour during peak times. The rezoning of this property will allow the development of single family dwellings within 119 acres. More than likely, the development will be in phases starting off of Union Road and moving in an easterly direction. The proposed development will generate traffic when the lots are sold and construction with single family dwellings. At the onset of development, this traffic will utilize the internal roads and access Union Road. As development continues easterly, connections will be made with the existing subdivisions to provide alternative routes for the residents in the area. As developments move forward, City staff will continue to monitor traffic volumes along Union Road and when warranted, make improvements to Union Road as necessary.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request. Water, electric, gas, and communication utilities are all available to this site from Union Road and Cross Creek Drive in the Lexington Heights subdivision. There is a water connection fee for this property based on the street lineal footage of Union Road. This connection fee is part of the cost of the original water main installations on Union Road. The sewer service serving this area is subject to the Cherrywood Interceptor Sewer District tapping fee of \$294.63 per acre which was established by the City Council several years ago. All utility services will be extended into this property as part of the platting process.

A notice was mailed to the adjoining property owners on August 22, 2019 regarding this request. A public notice was published in the *Waterloo Courier* on, Wednesday, August 21, 2019.

PLANNING AND ZONING COMMISSION REQUESTS FOR ADDITIONAL INFORMATION

This item was introduced to the Planning and Zoning Commission on August 14, 2019. The Commission members wanted additional information to address the following issues:

- Projected population growth. The western portion of Cedar Falls has a large amount of undeveloped land along the Union Road corridor, especially the area between W. 12th Street and University Avenue. Staff relies on the Cedar Falls Comprehensive Plan to dictate the future growth of the city. The future land use in this area is mostly comprised of low to medium density residential. The proposed rezoning will accommodate low density residential development within the 119 acres. Low density is defined as 1 to 6 units per acre depending on the size of the lots and medium density is 6-12 units per acre. Based on the Census data, the average household size throughout Cedar Falls is 2.93 people per dwelling unit.

In order to gain a perspective on the similar developments in the city, a typical developed city block is approximately 2 acres in area. For a low density development, this may yield 8-10 units in total or 4-5 units per acre. The recent New Aldaya planned development at the corner of Union Road and W. 12th Street includes approximately 140 units in 42 acres or 3 units per acre.

The change in population over the last two Census counts in 2000 and 2010 are summarized in the following table:

Year	Population	Decade	Percent Change
2000	36,145	1990-2000	5.4%
2010	39,260	2000-2010	8.6%
2018 Estimate	41,048	2000-2018	4.5%

Cedar Falls typically grows at a 0.5-1.0% per year in population. This population is distributed around the entire town with higher averages in the undeveloped portions of the city in western and southern Cedar Falls. It should be noted that the student population at the University of Northern Iowa is included in the population count for Cedar Falls. Since 2010, there has been an average of 240 dwelling units constructed in Cedar Falls. Of these dwelling units, 125 have been single family detached units with the remaining 115 units as condos, townhomes, and multi-family dwellings.

In summary, the current growth rate of residential units constructed in any given year will accommodate the average growth rate (population) between 2000 and 2018 of 0.6%.

- Projected traffic growth. The existing street network is designed to accommodate the current and future increase in traffic. As western and southern Cedar Falls continues to grow, these areas will have similar traffic patterns and vehicle counts as the rest of the developed portions of the city. In order to disperse and circulate the traffic, city streets must be carefully planned with connections to adjacent neighborhoods and developments. This will accommodate the traffic flow into and out of the neighborhoods to the adjacent collector and arterial street network. A planned high school is located adjacent to the southeast corner of the proposed rezoning. Aligning streets so they can be extended along the north and west edge of the school site will be important to neighborhood traffic circulation for the residents of this development and adjacent subdivisions to get to the new school without having to drive out to the arterial streets to get to school. These westerly connections will also accommodate any future growth into the UNI property to the west of their athletic fields and facilities. Additional stub streets to the west and south will help disperse traffic with other connections to the nearby arterial streets. This will also allow some of the larger properties along Union Road to redevelop.

Traffic calming techniques, such as traffic circles or roundabouts can be used to slow traffic through this area. For an efficient delivery of public services, the planned street network should be made up of block lengths that generally do not exceed 600 feet in length. This will create a well-connected street pattern that will distribute the traffic throughout the neighborhood and avoid congestion on just one or two streets. In addition, a well-connected street network will provide for efficient delivery of public services, including must accommodate the garbage collection, snow removal and emergency response.

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

- Stormwater Management. The proposed development must be designed to the natural topography and drainage of the area. The stormwater management areas can be designed as neighborhood amenities to help meet the open space needs and trail connections to serve this new neighborhood. The Comprehensive Plan illustrates the drainage ways as greenways so will need to be taken into account with the design of the plat.

The Comprehensive Plan includes an analysis regarding the community needs for park land including geographic distribution. Since this will be a new area for residential growth, there will be a need for neighborhood park space.

In summary, the upzoning of the land from agriculture to residential zoning causes a need for neighborhood infrastructure that ensures the health and welfare of future residents, which includes parks and trails, as well as streets, stormwater management facilities, sewer and water lines. All of these elements should be considered when this land is proposed for subdivision.

A notice was mailed to the adjoining property owners on September 11, 2019 regarding this request.

PLANNING & ZONING COMMISSION

Introduction
8/14/19

The Planning and Zoning Commission considered a rezoning request for the West Fork Crossing development in the 1800 block of Union Road. Acting Chair Saul introduced the item and Mr. Sturch provided background information. The request is to rezone 119 acres of land from A-1, agricultural to R-1, residential. He summarized the criteria for rezoning. He explained that the Commission will need to approve the Land Use Amendment before a rezoning request can be approved. Mr. Sturch also provided information regarding sanitary sewer availability and public utilities. Finally, he discussed adequate roadway access, noting that the existing arterial roadways support the proposed developments and that it is important not to be isolated from other existing and future developments. Traffic volumes will also need to be monitored for future improvements to W. 27th Street and Union Road. Staff would like to gather comments from the Commission and the public and schedule a public hearing for the August 28th Planning and Zoning Commission meeting.

Ms. Prideaux asked about the projected population growth in the next several years. Ms. Saul stated she was interested in the traffic flow and how it will work with a new school coming, as well as the potential stormwater management issues.

Discussion/Vote
8-28-19

Chair Holst introduced the item and Mr. Sturch provided background information. He explained that it is a rezoning request of 119 acres from A-1, Agriculture to R-1, Residential and explained the rezoning criteria used in the process. He noted that the request must be consistent with the Future Land Use Map and Comprehensive Plan, the property must be readily accessible to sanitary sewer service and have adequate roadway access. He summarized the area for development and the needs that will be caused by rezoning. Rezoning is the first step in the developmental process, which is followed by subdivision platting and stormwater review. Staff recommends approval with conformance with all staff recommendations and comments from the Planning and Zoning Commission.

Mike Girsch asked how this will affect his property and concerns with the stormwater runoff from the development. Mr. Holst stated that his property is not included in the request.

Mr. Wingert noted that he will be abstaining from the item. Mr. Larson made a motion to approve the rezoning request as submitted. Ms. Saul seconded the motion.

Mr. Leeper feels that this is an appropriate change and supports the rezoning. Ms. Saul agreed. Ms. Prideaux asked what the City's requirements are for setting aside land for parks. Ms. Howard noted a clause in the subdivision code to set aside adequate open space to meet neighborhood needs. Mr. Leeper encouraged the developer to consider the traffic for the development with the high school.

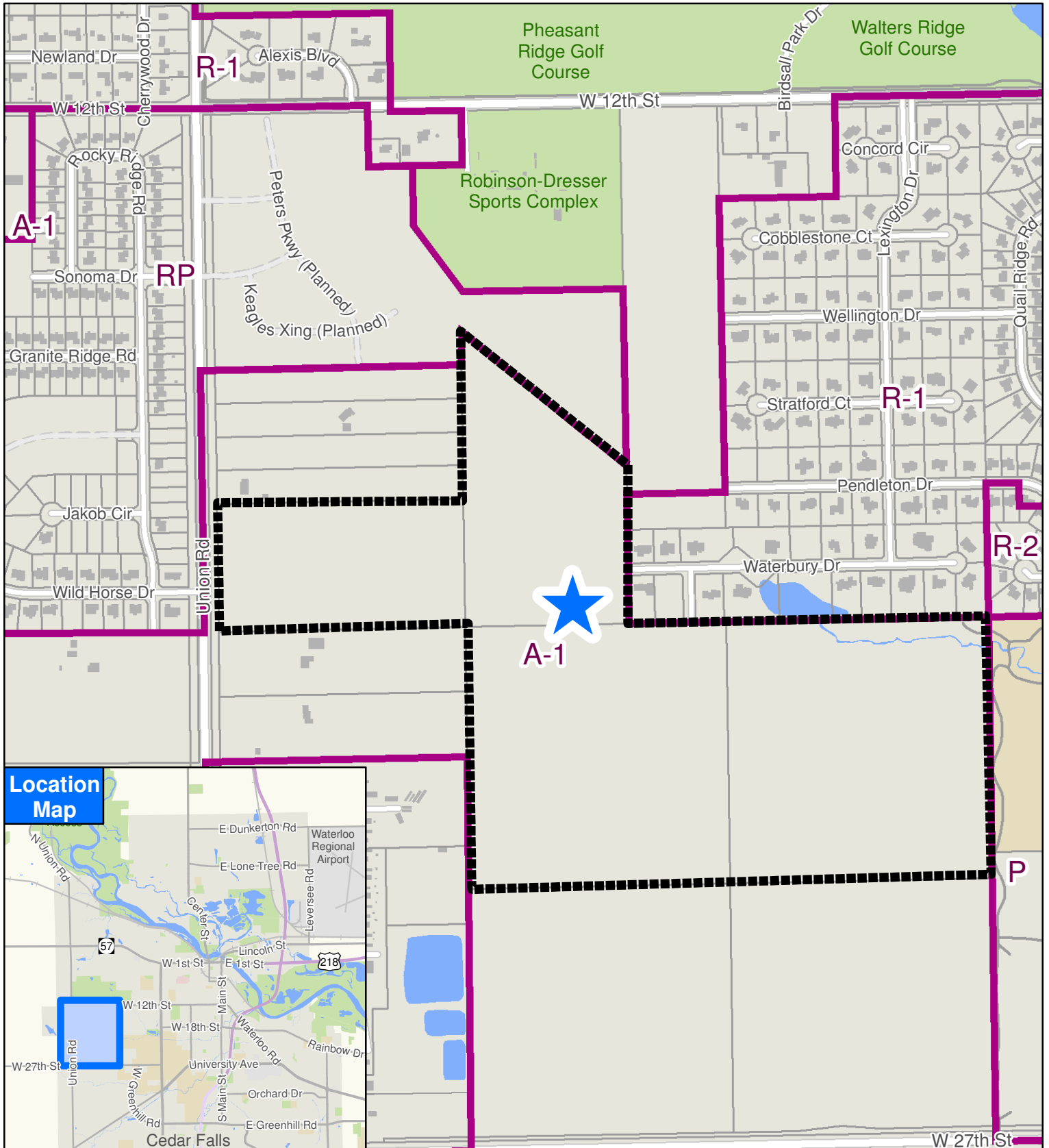
The discussion ended and the Commission approved the motion for the City Council to recommend approval of the rezoning request.

STAFF RECOMMENDATION

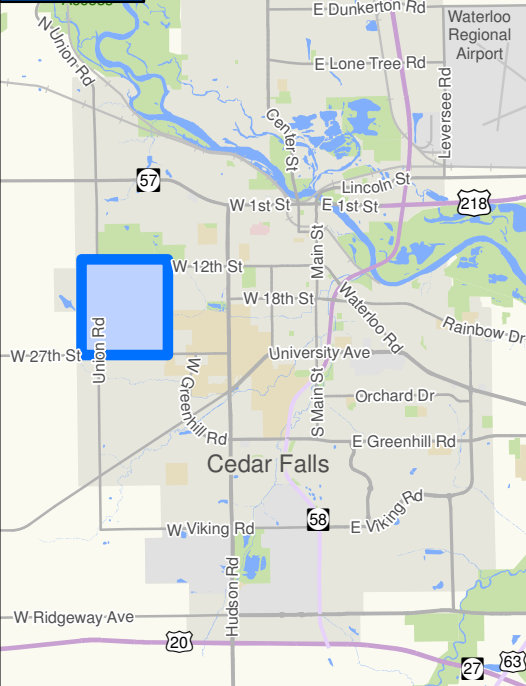
The Community Development Department recommends approval of the rezoning from A-1, Agriculture to R-1, Low Density Residential.

Cedar Falls City Council September 16, 2019

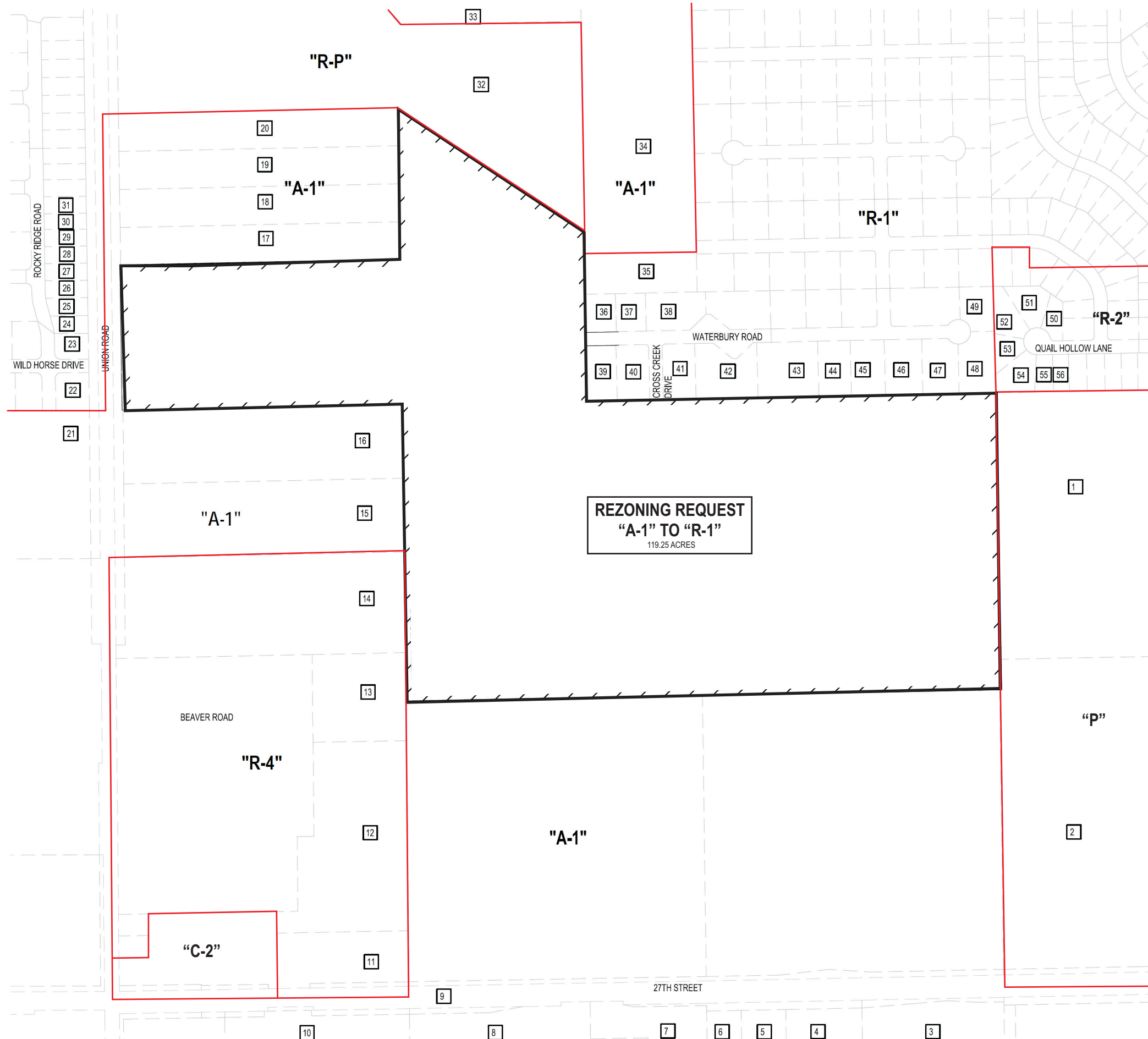
ITEM 4.



Location Map



Rezoning request, A-1 Agriculture to
R-1, Residential



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

LEGAL DESCRIPTION

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W1/2 SE1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W1/2 SE1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5th Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line, South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E1/2 SW1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE1/4); thence along the South line of the North Half of said Southeast Quarter (N1/2 SE1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

NAMES OF ALL PROPERTY OWNERS WITHIN 300 FEET OF REZONING

REFER TO SPREADSHEET INFORMATION FOR ADDRESSES AND OWNER INFORMATION

- | | |
|-----------------------------------|---|
| 1. State of Iowa Board of Regents | 31. Midwest Development Co |
| 2. State of Iowa Board of Regents | 32. Money Pit LLC |
| 3. Rasmusson CO | 33. City of Cedar Falls CSD |
| 4. Rasmusson, Donald R | 34. Paulsen, Gloria & Howard |
| 5. Rasmusson, Jack P Trust | 35. BNKD Inc |
| 6. Rasmusson Company | 36. Poppens, Scott & Muriel |
| 7. Brunscheon, Keaghan & Anthony | 37. Page, Brian & Elizabeth |
| 8. Morris, Daniel & Juli | 38. Range, Devin |
| 9. City of Cedar Falls | 39. Holahan, Christopher |
| 10. Damgaard, Thomas & Paula | 40. Holahan, Brooke |
| 11. Sires, David & Joy | 41. Estep, Tara & Mark |
| 12. Sires, David | 42. Timm, Steven & Julie |
| 13. Sires, Joy | 43. Schuerman Construction Inc |
| 14. Sires, David & Lisa | 44. Mason, Benjamin & Carmen |
| 15. Rath, Elizabeth & Richard | 45. Hurst, Emil & Jennifer |
| 16. Tressler, Kenneth & Lorraine | 46. Bradley, Donald & Carol |
| 17. Goyen, Michael & Denise | 47. Olsen, Christopher & Leah |
| 18. Bonsall, Gale | 48. Gerdes, Benjamin & Elizabeth |
| 19. Girsch, Michael | 49. Fereday, Christopher & Megan |
| 20. Girsch, Sue | 50. Zaugg, Ryan & Nancy |
| 21. Picklum, Warren & Neysa | 51. Prideaux, Leslie & Stephen |
| 22. Pitz, Steven & Nancy | 52. Phillips, Shawn & Kathy |
| 23. Barnhart, Thomas & Chelsea | 53. Becker, Stacie |
| 24. Midwest Development Co | 54. Carpenter, Kelly & Kristin |
| 25. Midwest Development Co | 55. Surmedi, Murali & Velamasetti, Sarojinikala |
| 26. Hernandez, Kevin & Gina | 56. Lauver, Nicholas & Meyer, Nicole |
| 27. Midwest Development Co | |
| 28. Midwest Development Co | |
| 29. Spaude, Christopher & Ashley | |
| 30. Bartelt, Robert & Katie | |



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

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE COTY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE TO THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ19-002)

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-1 Residence Zoning District, as follows:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W 1/2 SE 1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE 1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5th Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line,

South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE 1/4); thence along the South line of the North Half of said Southeast Quarter (N 1/2 SE 1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

Containing 119 acres, subject to easements of record.

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

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

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

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

Section 1. That the following described real estate:

Commencing at the Southeast (SE) corner of the West Half of the Southeast Quarter (W 1/2 SE 1/4) of said Section 15; thence along the East line of said West Half of the Southeast Quarter (W 1/2 SE 1/4) North 00° 08' 50" West for a distance of 1326.32 feet to the North line of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Point of Beginning; thence continuing along said East line, North 00° 08' 50" West for a distance of 1326.18 feet to the North line of said Southeast Quarter (SE 1/4); thence along said North line, South 89° 46' 03" West for a distance of 1815.80 feet to the Southwest (SW) corner of Lexington Heights 5th Addition, Cedar Falls, Iowa; thence continuing along said North line, North 87° 41' 43" West for a distance of 17.43 feet to the East line of Lot 2, Robinson's Minor Plat; thence along said East line North 00° 02' 29" West for a distance of 796.84 feet; thence North 50° 48' 28" West for a distance of 1057.37 feet; thence South 01° 17' 24" West for a distance of 145.38 feet to Northeast (NE) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of said Section 15 being a westerly line of said Lot 2; thence along said westerly line, South 00° 09' 03" East for a distance of 675.40 feet to a point 648 feet distant northerly from the East/West Quarter line; thence along the line 648 feet distant northerly from the East/West Quarter line,

South 89° 44' 19" West for a distance of 1254.18 feet to a point on the easterly right of way line of Union Road; thence along said right of way line, South 00° 00' 10" East for a distance of 648.01 feet to the North line of the Southwest Quarter of said Section 15; thence along said North line, North 89° 44' 19" East for a distance of 1255.85 feet to the West line of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of said Section 15 per Robinson's Minor Plat; thence along said West line, South 00° 00' 22" East for a distance of 1326.46 feet to the South line of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of said Section 15; thence along said South line, North 89° 46' 52" East a distance of 1337.37 feet to the West line of said Southeast Quarter (SE 1/4); thence along the South line of the North Half of said Southeast Quarter (N 1/2 SE 1/4), North 89° 45' 30" East a distance of 1318.98 feet to the Point of Beginning.

Containing 119 acres, subject to easements of record.

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District.

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

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

INTRODUCED: _____ September 16, 2019 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2950

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 30,000 SQUARE FOOT INDUSTRIAL USE MANUFACTURING AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY ACOH, LLC, LOCATED AT 6601 DEVELOPMENT DRIVE, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, ACOH, LLC, will complete and own an approximate 30,000 square foot industrial use manufacturing and office facility by December 31, 2019, to be constructed on property owned by ACOH, LLC, located at 6601 Development Drive Cedar Falls, Iowa, and legally described as:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less),

and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 5th day of August, 2019, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real

estate by new construction of an approximate 30,000 square foot industrial use manufacturing and office facility to be constructed by ACOH, LLC, on property owned by ACOH, LLC, located at 6601 Development Drive, Cedar Falls, Iowa, and legally described as:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less),

by December 31, 2019, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: August 5, 2019

1ST CONSIDERATION: August 5, 2019

2ND CONSIDERATION: August 19, 2019

3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2952

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 20,600 SQUARE FOOT INDUSTRIAL USE LAB AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY FN INVESTORS, LLC, LOCATED AT 3019 VENTURE WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, FN Investors, LLC, will complete and own an approximate 20,600 square foot industrial use lab and office facility by December 31, 2019, to be constructed on property owned by FN Investors, LLC, located at 3016 Venture Way Cedar Falls, Iowa, and legally described as:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less),

and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 5th day of August, 2019, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 20,600 square foot industrial use lab and office facility to be constructed by FN Investors, LLC, on property owned by FN Investors, LLC, located at 3016 Venture Way, Cedar Falls, Iowa, legally described as:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less),

by December 31, 2019, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: August 5, 2019

1ST CONSIDERATION: August 5, 2019

2ND CONSIDERATION: August 19, 2019

3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2954

AN ORDINANCE: (1). REPEALING SUBSECTION (A)(17), OF SECTION 23-366, PARKING PROHIBITED IN SPECIFIC PLACES AND ENACTING A NEW SUBSECTION (A)(17) IN LIEU THEREOF; AND (2). REPEALING SECTION 23-374, PARKING OF LARGE TRUCKS IN STREETS AND MUNICIPAL PARKING LOTS IN ITS ENTIRETY; ALL OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Subsection (a)(17) of Section 23-366, Parking Prohibited in Specific Places, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a)(17) is enacted in lieu thereof, as follows:

Sec. 23-366. Parking prohibited in specified places.

- (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:
- (1) On a sidewalk.
 - (2) In front of a public or private driveway.
 - (3) Within an intersection.
 - (4) Within five feet of a fire hydrant.
 - (5) On a crosswalk.
 - (6) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.
 - (7) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic division has indicated a different length by signs or markings.
 - (8) Within 50 feet of the nearest rail or a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
 - (9) Within 20 feet of the driveway entrance of any fire station, and on the side of a street opposite the entrance to any fire station, within 75 feet of such entrance, only when properly signposted.

- (10) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
- (13) At any place where official signs prohibit stopping or parking.
- (14) Upon any street within the corporate limits of the city when parking is prohibited by a general ordinance of uniform application relating to the removal of snow and ice from the streets.
- (15) In front of a curb cut or ramp which is located on public or private property, in a manner which blocks access to the curb cut or ramp.
- (16) On that part of any street in the city between the curb line, if there be a curb, and the sidewalk line of the abutting property, nor shall any vehicle be parked on that part of any street not having a curb between the edge of the traveled portion of such street and the sidewalk line of the abutting property.
- (17) On any street in the city for a continuous period of more than 48 hours. For purposes of this subsection, parking for a continuous period includes any absence for less than four hours. Upon expiration of the 48 hour period of continuous parking, a vehicle parked closer than 2500 feet from the prior location or returned to the prior location in less than 48 hours, is a violation of this subsection. A vehicle in violation of this subsection shall constitute a nuisance to be abated as provided by law, or members of the police operations division may impound such vehicle as provided in this article.

(Code 2017, § 26-261)

Section 2. Section 23-374, Parking of Large Trucks in Streets and Municipal Parking Lots, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

INTRODUCED: _____ September 3, 2019

PASSED 1ST CONSIDERATION: _____ September 3, 2019

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



MAYOR JIM BROWN

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

ITEM 9.

MEMORANDUM
Office of the Mayor

TO: City Council
FROM: Mayor Jim Brown
DATE: September 6, 2019
SUBJECT: Appointment

I am recommending the following appointment:

Name:	Board/Commission:	Term Ending:
Amanda Lynch	Planning & Zoning Commission (fills vacancy)	11/01/2020

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Amanda S Lynch

Gender: Female

Date: 8/11/19

Home Address: 835 Westwood Dr Cedar Falls

Phone: 319-610-1132

Work Address: 5307 Caraway Lane Cedar Falls

Phone: 319-610-1132

Email Address: Amanda.lynych23@gmail.com

Cell: 319-610-1132

Employer: Western Home Communities

Position/Occupation: Director of Wellness

If Cedar Falls resident, length of residency: 31 years

Ward: 3

NOMINEE FOR: Planning and Zoning Board/Commission

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

Cedar Trails Partnership

Board Member: 2016-Present

President: 2017-Present

Cedar Valley Leadership Institute: Class of 2017

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

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

I believe that I would be a good member of this board because of my listening skills, ability to ask questions, but also strive to see the vision for the long term for any organization I am able to serve on. I truly take a vested interest in understanding where we have been and where we want to get to when it comes to vision and planning for the future.

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

None at this time

PLANNING & ZONING COMMISSION
Nominee's Questionnaire

1. Are you familiar with the workings/responsibility of the Planning & Zoning Commission? Please explain.

I am familiar with what is to be expected of each of the commission members. I will look forward to learning all of the inner workings of this board and of Planning & Zoning here in Cedar Falls, if chosen to serve.

2. Do you think that the City is well planning and functioning in an orderly fashion?

I believe that the city does a fantastic job of planning and functioning. Being a resident for 32 years I find that we have done a great job of seeing the vision that was planned out many years ago for our city. I believe that we need to continue to see the plan, be able to interpret it, and then zone accordingly.

3. Are you willing to support existing City policies and regulations relating to planning, zoning and subdivisions?

I am 100% willing to support any policies and regulations.

4. Are you familiar with the City's Zoning Ordinance? Please explain.

I am somewhat familiar yes with the different ordinances and where certain things are to be placed within the cities planning. I will of course need to continue to do my homework and understand fully the ordinance's within Cedar Falls, but am willing and able to do that homework to be proficient in the subjects in which this board requires.

5. The Planning & Zoning Commission meets the second and fourth Wednesday of the month at 5:30 pm. Are you able to attend those meetings each month?

Yes I am able to make those meetings each month.

6. What do you see your role on the Commission to be?

I am hoping to be an active participant who is there to learn and grow so that I can be fully proficient in the knowledge of planning and zoning. I believe in the power of listening, but also asking questions when something doesn't add up to me. I realize that my role will come with homework and study and I look forward to the opportunity to do so.

Amanda Lynch
Signature

8/15/19
Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

September 3, 2019

The Committee of the Whole met in the Council Chambers at 6:25 p.m. on September 3, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Susan deBuhr, Rob Green, Mark Miller, and David Wieland. Frank Darrah and Daryl Kruse were absent. Staff members attended from all City Departments. Amanda Lynch also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Planning and Zoning Commission Interview – Amanda Lynch. Ms. Lynch introduced herself and stated she has been a lifelong member of the community. A brief discussion was held.

Mayor Brown introduced the final item on the agenda, bills and payroll. Rob Green moved to approve the bills and two payrolls as presented, Mark Miller seconded the motion. The motion carried unanimously.

There being no further discussion, Mayor Brown adjourned the meeting at 6:27 p.m.


Minutes by Lisa Roeding, Controller/City Treasurer



MEMORANDUM

ADMINISTRATION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

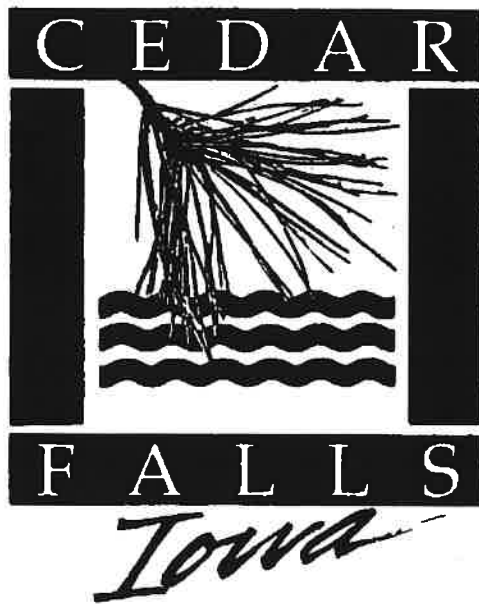
TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, O/M Division Manager 
DATE: September 9, 2019,
SUBJECT: Public Works and Park Division Annual Report

Attached is the annual report for the Public Works and Parks Division of Municipal Operations and Programs Department for FY19. This fiscal year report covers all sections of the Division. The requested action for this item is to receive and place on file.

As always, please feel free to contact me if you have questions or comments related to this report.

Att.

CC: Chase Schrage, Director of Public Works



City of Cedar Falls, Iowa

**MUNICIPAL OPERATIONS &
PROGRAMS DEPARTMENT**

Public Works/Parks Division

**FY2019
Annual Report**

July 1, 2018 – June 30, 2019

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STREET SECTION

STREET SECTION

July 2018 through June 2019

The information in this report reflects man-hours and man-hour costs for each project performed in the Street Section. The hours and costs were generated from actual payroll report records.

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Asphalt			
	Cold Patch	833	\$20,720.92
	Hot Patch	2,510	\$58,179.47
	Screen Millings	0	\$0
	Grind & Patch	677	\$16,185.17
	ASPHALT GRAND TOTAL :		\$95,085.56
Bridges			
	Deck Maintenance	8	\$194.42
	Guardrail Maintenance	6	\$170.36
	Handrail Maintenance	0	\$0
	Walkway Maintenance	4	\$97.21
	BRIDGES GRAND TOTAL :		\$461.99
Cedar River			
	Dam Gates	152	\$4,694.27
	Pre-Flood	220.5	\$5,947.98
	Post-Flood	499	\$12,432.16
	Flood Levee Maintenance	12	\$373.21
	Flood Training	4	\$106.36
	CEDAR RIVER GRAND TOTAL :		\$23,553.98
Concrete			
	Curbs	41	\$945.87
	Medians	0	\$0
	Full Depth	188	\$4,610.42
	Partial Depth	0	\$0
	Sidewalks	349.5	\$8,006.12
	CONCRETE REPAIRS GRAND TOTAL :		\$13,562.41

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Crack Sealing			
	Medians	0	\$0
	Crack Routing Operations	366	\$7,483.23
	Sealing (Asphalt)	1,271	\$22,940.95
	Sealing (Concrete)	0	\$0
	CRACK SEALING GRAND TOTAL :		\$30,424.18
Ditch Maintenance			
	Brush/Tree Removal	633	\$15,801.23
	Culvert Maintenance	0.5	\$17.60
	Trash/Debris Removal	0	\$0
	Silt Removal/Shaping	31	\$740.87
	DITCH MAINTENANCE GRAND TOTAL :		\$16,559.70
Dry Run Creek			
	Bank Stabilization	24	\$510.60
	Brush/Tree Removal	114	\$2,880.14
	Siltation Removal/Shaping	0	\$0
	DRY RUN CREEK GRAND TOTAL :		\$3,390.74
Grading Operations			
	Alleys	334	\$8,401.24
	Roads	38	\$904.02
	Shoulders	146	\$3,470.91
	GRADING OPERATIONS GRAND TOTAL :		\$12,776.17
Leaf Collection			
	Collection	0	\$0
	Compost Facility Operation	401	\$11,912.93
	Compost Turning	5	\$106.89
	Leaf Vacuum Service	301	\$7,390.93
	Compost Screening	0	\$0
	LEAF COLLECTION GRAND TOTAL :		\$19,410.75

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Material Procurement	Rock, Sand, Dirt, Rip-Rap	236.5	\$5,718.37
	MATERIAL PROCUREMENT GRAND TOTAL :		\$5,718.37
Outside Department Assistance	Cedar Falls Utilities - Repairs	1,060	\$24,724.61
	Developmental Services	0	\$0
	Public Safety	8	\$194.43
	Water Reclamation	60	\$1,165.62
	C.F. Cable TV	8	\$106.74
	OUTSIDE DEPARTMENT TOTAL :		\$26,191.40
Outside Section Assistance	Bulk & Containers	11	\$331.91
	Recycling Center	18.5	\$412.45
	Residential Routes	378.25	\$7,905.18
	Shingle Recycling	0	\$0
	Transfer Station	14	\$416.72
	REFUSE SECTION TOTAL :		\$9,066.26
	Parks/Cemetery	588	\$12,068.36
	Clay Street Park	8	\$181.88
	Orchard Hill Park	163	\$3,160.10
	Traffic Operations	10	\$184.28
	Vehicle Maintenance	380	\$9,749.78
	Emerald Ash Bore Removal	2,145	\$43,005.34
	OUTSIDE SECTION TOTAL :		\$68,349.74
	OUTSIDE ASSISTANCE GRAND TOTAL :		\$103,607.40
Seal Coat	Seal Coat Preparation	0	\$0
	SEAL COAT OPERATION GRAND TOTAL :		\$0

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Special Events			
	Sturgis Falls	82.5	\$1,612.10
	College Hill Arts Festival	2	\$49.27
	Parades & Other Events	108	\$2,519.36
	UNI Homecoming	8	\$192.54
	SPECIAL EVENTS GRAND TOTAL :		\$4,373.27
Snow & Ice Control			
	Salt Brine Production	227	\$5,320.27
	Annual Training	219	\$5,843.94
	Sidewalk Cleaning	3	\$72.91
	Snow Plowing Operations	3,170.5	\$67,156.70
	Snow Removal	882.5	\$19,383.38
	Snow Removal (cul de sacs)	889	\$21,411.07
	Sand Barrels	32	\$825.40
	Snow Fence	360.5	\$8,806.85
	Salt/Sand/Brine Application	692.5	\$12,602.47
	Equipment Prep & Set Up	1,032	\$24,301.00
	Material Procurement	95.5	\$2,401.18
	Mailbox/Sod Repair	126	\$3,208.86
	SNOW & ICE CONTROL GRAND TOTAL :		\$171,334.03
Sewer Construction			
	Sanitary Sewer Repairs	585	\$14,285.31
	Storm Sewer Repairs	2,337.5	\$54,493.47
	SEWER CONSTRUCTION GRAND TOTAL :		\$68,778.78
Street Cleaning			
	Flushing	0	\$0
	Hauling Street Sweeping	180	\$4,112.95
	Routine Street Sweeping	1,559	\$41,261.91
	STREET CLEANING GRAND TOTAL :		\$45,374.86

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Traffic Control			
	Set Up Temporary Barricades	36	\$875.09
	Barricade Maintenance	16	\$388.84
	TRAFFIC CONTROL GRAND TOTAL :		\$1,263.93
Weed Control			
	Shoulder Mowing	164	\$3,967.42
	Weed String Trimming	27	\$671.50
	WEED CONTROL GRAND TOTAL :		\$4,638.92
Grounds Maintenance			
	Clean Buildings	314	\$7,293.96
	Building Repair	494.5	\$11,554.96
	Yard Maintenance	73	\$2,001.76
	GROUNDS MAINTENANCE GRAND TOTAL :		\$20,850.68
Equipment Maintenance			
	Cleaning Equipment	332	\$7,545.29
	EQUIPMENT MAINTENANCE GRAND TOTAL :		\$7,545.29
Adverse Weather			
	Wind Damage Clean Up	18	\$553.20
	Flash Floods	75.5	\$1,813.85
	Flood 2018	343.5	\$8,555.62
	ADVERSE WEATHER GRAND TOTAL :		\$10,922.67
Flood Buyout			
	Demolition Monitoring	0	\$0
	FLOOD BUYOUT GRAND TOTAL :		\$0

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Miscellaneous			
	Miscellaneous Tasks	2,045	\$50,164.76
	Training/Seminars	577.5	\$15,550.11
	Prairie Burn	0	\$0
	Nuisance Property Clean Up	0	\$0
	Viking Rd/Union Rd	618.5	\$14,275.07
	Place to Play Park	1,013	\$22,857.70
	University Avenue Repair	5	\$187.03
	MISCELLANEOUS TASKS GRAND TOTAL :		\$103,034.67
Administrative/Office		2,884.50	\$137,350.18
General Supervision		862.5	\$28,312.92
	TOTAL OF ALL SERVICES:		\$928,331.45

Materials Used In FY19

<u>Material</u>	<u>Quantity Used</u>	<u>Cost</u>	<u>Total Cost</u>
Salt Brine	29,275 Gallons	\$0.50	\$14,637.50
Road Salt	3,822 Tons	\$78.74	\$300,944.28
Sand (Ice Control)	13.50 Tons	\$8.48	\$114.48
Concrete (streets)	417 Cu. Yds.	\$125.00	\$52,125.00
Concrete (MHs & CBs)	47.5 Cu. Yds.	\$125.00	\$5,937.50
Asphalt (Hot mix 2019)	386.58 Tons	\$88.00	\$34,019.04
Asphalt (Hot mix 2018)	244.39 Tons	\$82.50	\$20,162.18
Asphalt (Cold mix)	61.26 Tons	\$148.00	\$9,066.48
1" Road stone	300.56 Tons	\$10.68	\$3,209.98
¾" Road stone	285.54 Tons	\$10.68	\$3,049.57
1" Clean Road stone	74.51 Tons	\$13.02	\$970.12
1 ½" Clean Road stone	218.08 Tons	\$11.54	\$2,516.64
3" – 9" Erosion Stone	6.8 Tons	\$22.66	\$154.09
Crack Sealant	23,100 Lbs.	\$0.64	\$14,784.00
18" x #6 Rebar	500 pcs	\$1.48	\$740.00
3/8" Washed Chips	211.74 Tons	\$17.54	\$3,713.92
CRS-2 Tack Oil	7,224.87 Gallons	\$2.25	\$16,255.96
CSS 1H Tack Oil	1,979.78 Gallons	\$2.25	\$4,454.51

Total Materials Used \$486,855.25



TRAFFIC OPERATIONS SECTION

TRAFFIC OPERATIONS SECTION

July 2018 through June 2019

The information in this report reflects man-hours and man-hour costs for each project performed in the Traffic Operations Section. The hours and costs were generated from actual payroll report records. Also include are costs for contracted work for the maintenance of pavement markings and traffic signals

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Traffic Painting			
	Line Striping	271.50	\$5,943.65
	Parking Lot	3.0	\$88.07
	Contract Street Painting		\$42,900

TRAFFIC PAINTING GRAND TOTAL: \$48,931.72

Traffic Signals			
	General Maintenance	1000.50	\$25,386.59
	Signal Replacement	194.75	\$3,671.34
	Signal Timing	14	\$372.07
	Knock Down Repair	73	\$1,622.12
	S. Main St. Improvement.	63	\$ 1,341.0
	Contracted Signal Work		\$4,815.54

TRAFFIC SIGNALS GRAND TOTAL: \$37,208.66

Traffic Signs			
	General /Maintenance	618.5	\$15,644.87
	New Installation	293	\$6,725.88
	Knock Down Repair	246	\$5,958.92
	Sign Inventory	16	\$388.87

TRAFFIC SIGNS GRAND TOTAL: \$28,718.54

TASK SUBTASK MANHOURS M.H. COST

Traffic Miscellaneous

Administration	253	\$7,392.46
Miscellaneous	188	\$4,801.50
Train/Seminars/Meet	84.5	\$2,138.50
Security Cameras	30	\$873.82
Parkade Holiday Lighting	19	\$492.63
Sturgis Falls	30	\$538.39
Snow Plowing	150.5	\$4,462.56
Haul Snow	44	\$1,032.86
Salt Roads	19	\$479.99
Locates	107	\$2,672.31
Outdoor Warning Sirens	23	\$654.90
Banners	4	\$97.21

TRAFFIC MISCELLANEOUS GRAND TOTAL: \$25,637.13

Building Maintenance (Non Janitorial)

Operations/Maintenance	182.5	\$4,346.61
City Hall	146	\$3,397.50
Library	43	\$960.58
Rec. Center	144	\$3,344.61
Water Reclamation	23.5	\$599.26
The Falls Aquatic Center	20	\$514.21
Hearst Center	158	\$3,976.86
Fire Station #1 and #2	14	\$340.25
Community Center	13	\$304.93
Parks	153	\$4,169.78
Visitor Center	50	\$996.94
Dam	4	\$117.43
Pheasant Ridge Golf	4	\$97.22

BUILDING MAINTENANCE GRAND TOTAL: \$23,166.18

Paid on Call Fire Operations 215.5 \$7,490.22

Traffic Operations Grand Total: \$171,152.45



BUILDING MAINTENANCE SECTION

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Building Maintenance			
	Administration/Office	406.50	\$13,957.83
	Beach House	15.5	\$392.60
	City Hall	656.0	\$17,632.11
	Community Center	59.0	\$1,656.47
	Public Safety Building	70.5	\$2,382.05
	Falls Aquatic Center	85.0	\$1,914.35
	Fire Station #1	32.0	\$828.17
	Fire Station #2	2.0	\$40.30
	Hearst Center	225.5	\$5,970.31
	Library	302.0	\$7,963.70
	Parks	13.0	\$308.33
	Pheasant Ridge	38.0	\$921.63
	Municipal O&P	431.0	\$10,885.57
	Recreation Center	571.25	\$15,685.77
	Visitors & Tourism	70.5	\$1,531.19
	Water Reclamation	2.5	\$71.74
	Building Maintenance Total: \$82,930.77		
Other Sections	Traffic	78.0	\$1,533.60
	Other Sections Total: \$1,533.60		
GRAND TOTAL: \$85,756.11			

Public Buildings Expenditures

Commodities

Aquatic Center	\$3,238.40
Public Safety Building	\$1,254.04
City Hall	\$6,594.34
Community Center	\$1,162.56
Fire Department	\$1,707.29
Hearst Center	\$1,747.26
Library	\$6,351.35
Public Works/Parks	\$6,232.86
Recreation Center	\$18,903.65
Visitors & Tourism	\$440.59

COMMODOTIES GRAND TOTAL: \$47,632.34

Building Repair Supplies

Aquatic Center	\$728.96
Public Safety Building	\$409.04
City Hall	\$7,749.38
Community Center	\$1,430.63
Fire Department	\$244.65
Hearst Center	\$12,087.37
Library	\$3,969.04
Public Works/Parks	\$4,436.83
Recreation Center	\$23,531.66
Visitors Center	\$2,502.25

BUILDING REPAIR SUPPLIES GRAND TOTAL: \$57,089.81

Building Contracted Services

Aquatic Center	\$0.00
Public Safety Building	\$0.00
City Hall	\$68,139.30
Community Center	\$10,603.60
Fire Department	\$2,279.62
Hearst Center	\$27,058.80
Library	\$73,416.30
Public Works/Parks	\$42,005.27
Recreation Center	\$85,043.10
Visitors & Tourism	\$8,025.92

CONTRACTED SERVICES GRAND TOTAL: \$316,571.91

TOTAL OF ALL SERVICES \$507,050.17



REFUSE SECTION

REFUSE SECTION ANNUAL REPORT
FISCAL YEAR 2019

Residential Automated Refuse Collection:

Number of residents	11,983 Accounts (approx.)
Man hours	5,161.70 Hours
Fuel consumption	15,639.79 Gallons
Tonnage collected	7,502.58 Tons

Residential Yard Waste Collection

Number of residents w/YW Cart	7,852 accounts
Man hours	1,425.28 Hours
Fuel consumption	4,055.59 Gallons
Total Yard Waste Collected Curbside	1,275.32 Tons
Fall Leaf Collection (man-hours Oct/Nov 18)	488.80 Hours
Fall Leaf Tonnage (Oct/Nov 18)	343.31 Tons
Spring Leaf Collection (man-hours Apr 19)	209.90 Hours
Spring Leaf Tonnage (Apr 19)	189.67 Tons
Leaf Vacuum	86 performed
Leaf Vacuum (man-hours)	419.00 Hours
Yard Waste Carts Collected (Jul 18-Jun 19)	30,679 collected

Seasonal Compost Facility

Compost Site Staffing Man-hours (FY 19)	643.00 Hours
Windrow Turning Man-hours	5.00 Hours
Yard Waste Hauled To Compost Site	1,055.10 Tons

Parks Refuse Collection:

Man hours	474.00 Hours
Fuel consumption	627.83 Gallons
Tonnage collected	20.64 Tons

Container Route:

Man hours (full-time)	233.50 Hours
Man hours (part-time)	1,062.70 Hours
Fuel consumption	3,060.14 Gallons
Tonnage collected	364.65 Tons
Dumpster accounts	76 in use

Large Item Collection:

Stops collected	1, 400 Stops
Man hours (full-time)	28.50 Hours
Man hours (part-time)	868.40 Hours
Tonnage collected	130.88 Tons

Semi-Automated Collection:

Man-hours (full-time)	70.70 Hours
Man-hours (part-time)	1,577.50 Hours
Tonnage Collected	268.80 Tons

Transfer Station:

Man-hours (full-time)	2,105.50 Hours
Man-hours (Perm. Part-time)	4, 690.20 Hours
Solid waste (com/res drop off)	3,955.14 Tons
Solid Waste (City Collection)	8,287.55 Tons
Solid Waste to Landfill (873 loads)	12,242.69 Tons
Yard Waste (Drop Off)	49.61 Tons
Yard Waste to Landfill (3 loads)	34.38 Tons
Fuel Consumption	6,760.22 Gallons

Recycling Center

Man-hours (full-time)	1,294.90 Hours
Man-hours (part-time)	1,924.00 Hours
Newspaper/Magazines (Baled)	372.71 Tons

Newspaper/Magazines (Loose)	4.99 Tons
Cardboard (Baled)	669.89 Tons
Cardboard (Loose)	10.62 Tons
Glass	584.23 Tons
Tin (Baled)	40.00 Tons
COMGBP (Baled Plastic #1-7)	184.13 Tons
USOBP (Office Paper Baled)	59.67 Tons
Plastic Bags (LDPLP)	9.48 Tons
<u>Styrofoam</u>	<u>8.92 Tons</u>
Subtotal	1,947.67 Tons

Other Materials Recycled

Scrap Metal	322.22 Tons
Appliances (5,043)	247.63 Tons
Tires (2,377)	30.82 Tons
E-waste (T.V.'s/ CRT's/LCD's/ Hardware)	60.79 Tons
Rechargeable Batteries/Cell Phones	0.14 Tons
Shingles	424.58 Tons
<u>Used Oil (Transfer Station/Maintenance Shop)</u>	<u>5,526.00 Gallons</u>
Subtotal	1,086.18 Tons
RECYCLING TOTAL	3,033.85 Tons

Refuse Section - Hourly Rate Structure

Rates are standard hourly rates and do not reflect employee benefit costs. The rate structure for the Refuse Section is the standard hourly rate; benefits and insurance are not figured in.

	Man Hours	Man Hour Cost
Cart Delivery/Exchange	428.00	\$9,448.63
Cart Maintenance	93.50	\$1,827.15
Clean Equipment	253.50	\$4,674.07
Complex Work	658.50	\$14,893.25
Container Collection	1,296.20	\$23,983.95
Incentive	79.50	\$1,706.99
Landfill	1,288.20	\$27,939.11
Large Item Collection	896.90	\$15,069.42
Parks Garbage Routes	474.00	\$8,470.59
Office Work	48.00	\$901.69
Outside Dept. Work	137.00	\$3,216.72
Recycling	3,218.90	\$66,298.39
Recycling Roll-off Collection	1,860.40	\$38,739.85
Residential Automated Refuse Collection	5,161.70	\$111,985.28
Residential Automated Yard Waste Collection	1,425.28	\$28,936.56
Semi-automated Collection	1,648.20	\$28,655.78
Special Events	109.50	\$2,335.14
Transfer Station	6,795.70	\$148,862.70
Yard Work	184.80	\$3,060.80
Refuse Section Subtotal	26,046.28	\$540,339.68

Street Section, Refuse Related Operations

Additional tasks related to the Refuse Section, which were listed in the Street Section report.

	Man Hours	Man Hour Cost
Bulk and Containers	15.00	\$417.42
Compost Facility Operation	643.00	\$15,245.25
Compost Turning	5.00	\$106.89
Flash Flooding	106.50	\$2,372.22
Leaf Vacuum	419.00	\$9,954.53
Recycling	34.50	\$737.80
Residential Refuse/Yard Waste Collection	419.75	\$8,745.40
Routine Sweeping	1,559.00	\$41,261.91
Scrap Metals	4.00	\$85.51
Sweepings Disposal	240.00	\$5,524.30
Transfer Station	14.00	\$409.47
Wind Damage	36.00	\$957.78
Subtotal:	3,495.75	\$85,818.48
REFUSE LABOR COST		\$626,158.16
GRAND TOTAL:		

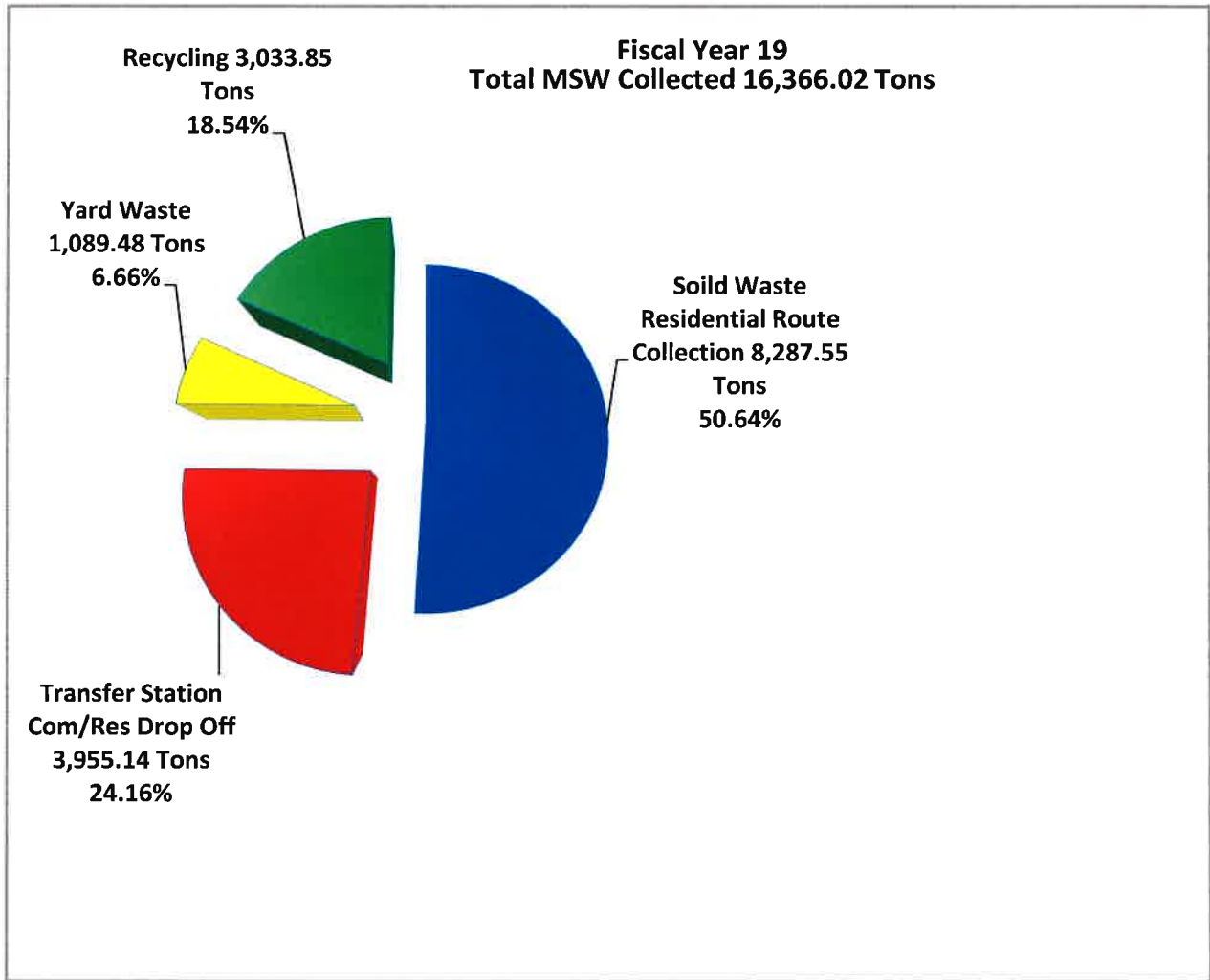
Refuse Section Revenue for FY 19	# Dropped off	
Transfer Station Fees		\$242,134.23
Appliances (Transfer Drop-off)	2,918	\$21,405.00
Bag Tags/Tree Tags	273.6	\$342.00
E-waste (Transfer Drop-off)	1,627	\$8,130.00
Scrap Tires (Transfer Drop-off)	2,035	\$5,551.00
Shingles (Clean – Transfer Drop-off)		\$12,703.20
Yard Waste (Transfer Drop-off)		\$2,684.39
Transfer Station Fees Total		\$292,949.82

Related Solid Waste Revenue for FY 19	# picked up	
Solid Waste (Containers and Residential collection)		\$2,167,508.33
Yard Waste Collection	30,679	\$231,122.50
Appliances (Bulk Pick-up)	353	\$2,647.50
E-Waste (Bulk Pick-up)	118	\$590.00
Tires (Bulk Pick-up)	12	\$60.00
Leaf Vacuum	86	\$4,300.00
Recycling		\$30,963.25
Scrap Metal		\$47,495.74
Refuse Miscellaneous		\$104,933.44
Grants to Communities		\$137,928.00
CD/Investment interest		\$97,904.37
Related Refuse Section Revenue Total		\$2,825,453.09
Refuse Section Revenue Grand Total		\$3,118,402.91

SUMMARY OF FISCAL YEAR 2019

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls including Solid Waste, Yard Waste, and Recycling was 16,366.02 tons. The following pie chart is a representation of the Municipal Solid Waste figures for FY 19 for the City of Cedar Falls.



Automated Yard Waste Cart Program

Yard waste was collected curbside 44 days this fiscal year. This resulted in 1,275.32 tons of yard waste collected curbside by the Refuse Section. A total of 30,679 stops were collected July 1, 2018 – June 30, 2019. The months of April, October and November were months that the residents were charged at a reduced rate of \$5.00 per dump.

The total yard waste carts collected was 30,679. This resulted in \$231,122.50 in revenue generated by residents using the automated yard waste program. There were 14,457 yard waste carts collected during the reduced rate collection periods.

There are currently 7,856 yard waste carts in service throughout the city.

Transfer, Recycling and Yard Waste Program Expenses for FY 19

Appliance Disposal:

5,043 appliances or 247.63 tons were recycled at a cost of \$21,098.00.

Baling Wire:

2 spools of wire at a cost of \$808.18.

Black Hawk County Landfill (Solid and Yard Waste disposal fees:
Landfill fees \$473,861.45.

E-waste Disposal:

60.79 tons were recycled at a cost of \$18,255.30.

Lan-Link:

Tuning Boxes, MDT's etc... \$5,253.45.

Miscellaneous:

The expenses were for Transfer Station/Recycling Center items, propane fuel, Community Cleanup bags, Decorative refuse containers \$2,465.42.

Printing:

The expenses were for Recycling/Waste Works \$1,892.60.

Recycling/Transfer Station Miscellaneous:

The expenses were for Transfer Station repair/Painting/Welding, Walking Floor repair, Plumbing, Baler repair for Recycling Center, etc.....\$56,713.91.

Scrap Tire disposal: 2,377 tires or 30.82 tons were recycled at a cost of \$7,165.00.

Wood Grinding: Brush/Yard Waste Grinding, windrow Turning at Seasonal Compost Facility \$66,200.00.

Total: \$653,713.31



FLEET MAINTENANCE SECTION

**CITY OF CEDAR FALLS
FLEET GRAND TOTALS**

July 1, 2018 to June 30, 2019

Number of Vehicles/Equipment (427)

Parts Cost	\$417,748.66
Labor Cost	\$274,066.07
Vendor Cost	\$9,254.49
Repair Cost	\$701,069.22
Fuel Cost	\$364,539.77
Grand Total	\$1,065,608.99

COMMUNITY DEVELOPMENT

Number of Vehicles (37)

Parts	\$11,697.00
Labor	<u>\$16,596.60</u>
Total	\$28,293.60
Fuel	<u>\$28,707.90</u>
Total Cost	\$ 57,001.50

MUNICIPAL OPERATIONS & PROGRAMS

Number of Vehicles (334)

Parts	\$328,896.36
Labor	<u>\$203,717.84</u>
Total	\$532,614.20
Fuel	<u>\$245,076.02</u>
Total Cost	\$777,690.22

FINANCE & BUSINESS

Number of Vehicles (12)

Parts	\$2,800.76
Labor	<u>\$5,937.84</u>
Total	\$ 8,738.60
Fuel	<u>\$5,722.47</u>
Total Cost	\$14,461.07

PUBLIC SAFETY

Number of Vehicles (44)

Parts	\$74,354.54
Labor	<u>\$47,813.79</u>
Total	\$122,168.33
Fuel	<u>\$85,033.38</u>
Total Cost	\$207,201.71

CITY OF CEDAR FALLS
Community Development

Engineering

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$2,106.86	\$4,406.17	\$6,513.03	\$7,515.98	\$14,029.01

Inspection

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$2,477.87	\$4,592.83	\$7,070.70	\$6,785.47	\$13,856.17

Water Reclamation

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$7,112.27	\$7,597.60	\$14,709.87	\$14,406.45	\$29,116.32

Community Development Grand Total

(37) Vehicles

\$57,001.50

City of Cedar Falls
Finance & Business

Administration

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,819.93	\$2,245.33	\$4,065.26	\$3,081.37	\$7,146.63

Cable Vision

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$475.92	\$2,716.00	\$3,191.92	\$1,097.98	\$4,289.90

Parking Operations

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$504.91	\$976.51	\$1,481.42	\$1,543.12	\$3,024.54

Finance & Business Grand Total

(12) Vehicles

\$14,461.07

CITY OF CEDAR FALLS
Public Safety

Police

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$27,571.88	\$28,276.38	\$55,848.26	\$71,501.81	\$127,350.07

Fire

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$46,782.66	\$19,537.41	\$66,320.07	\$13,531.57	\$79,851.64

Public Safety Grand Totals

(44) Vehicles

\$207,201.71

City Of Cedar Falls
Municipal Operations & Programs

Administration

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,062.80	\$897.95	\$1,960.75	\$1,753.75	\$3,714.50

Building Maintenance

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,344.34	\$1,245.46	\$2,589.90	\$1,503.47	\$4,093.27

Cemetery

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$6,734.00	\$9,203.37	\$15,937.37	\$3,376.55	\$19,313.92

Cultural Services

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,043.42	\$1,071.90	\$2,115.32	\$1,181.74	\$3,297.06

Fleet Maintenance

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$2,463.73	\$3,531.56	\$5,995.29	\$5,410.12	\$11,405.41

Parks

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$53,600.45	\$53,201.46	\$106,801.91	\$53,986.35	\$160,788.26

Recreation

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,237.28	\$3,708.25	\$4,945.53	\$1,102.16	\$6,047.69

Refuse

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$96,220.51	\$52,635.85	\$148,856.36	\$80,235.24	\$229,091.60

Street

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$164,105.69	\$76,347.52	\$240,453.21	\$93,067.70	\$333,520.91

Traffic

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,084.14	\$1,874.52	\$2,958.66	\$3,458.94	\$6,417.60

Municipal Operations & Programs Grand Total

(334) Vehicles

\$777,690.22

VEHICLE ACQUISITIONS FY19

Public Safety:

2018 Ford Interceptor	Police VRF	\$ 40,445.90
2019 Ford Interceptor	Police VRF	\$ 40,196.98
2017 Ford Fusion	Police VRF	\$ 12,329.00
2019 Spartan Metro Star	Fire VRF	\$517,331.30
	Total:	\$597,974.18

Municipal Operations and Programs:

2018 International 7400	Street SCF	\$147,799.00
2018 International 7400	Street SCF	\$147,799.00
2018 Ford F250	Street SCF	\$ 32,244.00
2019 Ford F150	Refuse SCF	\$ 27,888.75
2019 Freightliner M2	Street SCF	\$201,755.00
2018 Exmark	Parks VRF	\$ 8,803.16
2018 John Deere 1550	Parks VRF	\$ 16,698.00
2018 Kubota M6-111	Parks VRF	\$ 42,365.00
2018 Bobcat S770	Parks VRF	\$ 52,443.68
2018 Vermeer BC1500	Parks VRF	\$ 49,500.00
	Total:	\$727,295.59

Community Development:

2019 Ford F250	Waste Water VRF	\$ 29,208.00
	Total:	\$ 29,208.00

Finance & Business

2019 Dodge Caravan	ADM VRF	\$ 22,621.00
	Total	\$ 22,621.00

Vehicle Acquisitions Total: \$ 1,377,098.77



**PARKS
AND
CEMETERY SECTION**

The information in this report reflects man-hours and man-hour costs for each project performed in the Park Development & Arborist Section. The hour and costs were generated from actual payroll records.

<u>Parks and Arborist</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
EAB (Ash Trees) 011010	3884.50	\$67,987.90
Playground Inspections 160	324	\$4,798
Playground Repair/Install 161	76	\$1,109.24
Restroom Cleaning/Maintenance 162	481	\$7,308.40
Ice Rink Setup/Teardown 166	53	\$1,101.90
Trail Bench Installation 167	164	\$3,120.17
Painting 169	32	\$513.45
Boat Dock Setup and Removal 189	46	\$1,050.78
Graffiti and Vandalism 198	10	\$150.24
Biocell 141	553.25	\$7,866.62
Big Woods Lake-Construction 5001	76	\$1,617.34
Birdsall Park-Construction 5002	31	\$700.28
Gateway Park-Construction 5003	23	\$414.72
Island Park-Construction 5004	136	\$2,981.11
Paw Park-Construction 5005	98	\$1,931.56
Pfeiffer Park-Construction 5006	2	\$30.80
Prairie Lakes Park-Construction 5007	69	\$1,260.13
Overman Park-Construction 5008	18	\$460.13
Veterans Memorial Park-Construction 5009	335	\$6,581.71
Washington Park-Construction 5010	12	\$266.02
Medium Parks-Construction 5011	611.50	\$12,921.48
<small>Clay Street , Greenhill , Kiwanis Bluffs, Lookout , Neighbors, Orchard Hill, Seerley, Skate and Tourist</small>		
Small Parks- Construction 5012	284	\$4,154.82
<small>Bess Streeter, Central, El Dorado, Homes, Kuehns, Main St., Olsen's, Peter Melendy, Sartori, Policeman and Ulrich</small>		
Tondro/Pray 5013	72	\$1,549.79
Place to Play 023156	1,088	\$21,755.08
Pickle Ball Court 032351	801.50	\$17,297.10
EAB (Ash Trees) 011010	3884.50	\$67,987.90
Tree/Brush Removal 164	140	\$1,975.47
Tree Trimming 174	616	\$10,070.79

Tree Removal 175	960	\$17,015.59
Watering Operations 176	57	\$878.87
Tree Spading/Planting 177	262	\$4,658.75

PARKS & ARBORIST GRAND TOTAL: \$271,516.14

Rec Trails	MANHOURS	M.H. COST
Cleaning/Clearing 178	368.50	\$5,907.71
Trail Repair/Replace 179	224	\$4,450.21

REC TRAILS GRAND TOTAL: \$10,357.92

<u>Building & Grounds</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Mow/Trim 170	8,202.85	\$102,404.80
Equipment Cleaning 171	99	\$1,579.95
Equipment Maintenance Repair 172	186	\$3,494.25
Building Maintenance Repair 173	237	\$4,270.81

BUILDING & GROUNDS GRAND TOTAL: \$111,749.81

<u>Cemetery</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Mowing 150	2,188.50	\$31,838.82
String Trim 151	923.50	\$12,199.07
Grave Open, Close, Funeral assist 152	1,959	\$35,261.61
Check Graves, Fill, Sod Repair 153	298.50	\$4,990.70
Tree/Brush Removal 155	214	\$3,272.17
Flower, Plants, Trash Removal 156	63	\$913.90
Leaf Pick Up 157	14	\$289.49

CEMETERY GRAND TOTAL: \$88,310.76

Outside Assistance

MANHOURS

M.H. COST

Arborist 190	25.50	\$575.59
Golf 191	45	\$1,053.49
Cemetery 193	284	\$6,819.20
Street Section 194	6	\$153.38
Leisure Services 196	1,345	\$19,448.73
Traffic Operations 197	101	\$1,605.25

OUTSIDE ASSISTANCE GRAND TOTAL: \$29,655.64

Adverse Weather

MANHOURS

M.H. COST

Windstorm Cleanup 185	262	\$4,550.91
Flood Cleanup 186	142	\$3,100.63
Flood Prevention 187	123	\$2,459.32
Flood 012016	214.50	\$4,350.99

ADVERSE WEATHER GRAND TOTAL: \$14,461.85

Snow Operations

MANHOURS

M.H. COST

Plowing Snow for Street Section 56	405	\$8,706.14
Hauling Snow for Street Section 57	176.50	\$4,246.75
Snow Plowing and Blowing 180	1,331.60	\$23,187.26
Snow Removal and Hauling 181	514	\$8,885.87
Sand and Salt Application 182	209.50	\$5,392.89
Snow Removal/ Polar Trac	181	\$4,262.28
Sand, Salt and Brine Application 60	63	\$1,425.06
Equipment Prep and Set up 62	50	\$1,043.97

SNOW OPERATIONS GRAND TOTAL: \$57,150.22

<u>Celebrations</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Sturgis Falls 52	23	\$572.23
College Hill Arts Festival 53	2	\$34.55
Other Celebrations 539	20	\$465.25

CELEBRATIONS GRAND TOTAL: \$1,072.03

<u>Miscellaneous</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Training/Meetings 188	178	\$3,637.18
Miscellaneous Tasks (Arborist) 526	109	\$1,776.48
Miscellaneous Tasks (Cemetery) 527	732	\$11,773.13
Miscellaneous Tasks (Parks) 529	1,779	\$45,012.10

MISCELLANEOUS GRAND TOTAL: \$62,198.89

<u>Supervision</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Administration Park 534	466	\$18,121.02
Supervision Cemetery 536	91	\$2,541.63
Supervision Parks 538	1,324	\$47,019.60

SUPERVISION GRAND TOTAL: \$67,682.25

TOTAL OF ALL SERVICES: \$714,155.51

**CEMETERY SECTION
ANNUAL REPORT
July 1, 2018 - June 30 2019**

Interments:

Greenwood	42
Fairview	61
Hillside	11

**Disinterment:
Spaces Sold:**

Greenwood	31
Fairview	43
Hillside	15

Services:

Cremations	51
Saturday	19
Less than 8 hrs. notice	-
After 3:00p.m.	-

Receipts:**Perpetual Care**

Greenwood	\$ 6,165.00
Fairview	\$ 6,965.00
Hillside	\$ 2,400.00
	\$ 15,530.00

Burial Permits	\$ 69,895.00
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Lot Sales	\$ 62,120.00
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Marker permits	\$ 3,640.00
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Deed Transfers	\$ 60.00
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Total Receipts:

\$166,775

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Brown and City Councilmembers
From: Jeff Olson, Public Safety Services Director/Chief of Police
Date: September 12, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- b) Just Dough, 6607 University Avenue, Class B beer - renewal.
- c) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C liquor - renewal.
- d) Doughy Joey's Peetza Joynt, 126 Brandilynn Boulevard, Class C liquor & outdoor service - renewal.
- e) Little Bigs, 2210 College Street, Class C liquor - renewal.
- f) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- g) The Landmark, 107 Main Street, Class C liquor & outdoor service - renewal.
- h) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

ITEM 13.

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

MEMORANDUM
Financial Services Division

TO: Honorable Mayor James P. Brown and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: September 6, 2019
SUBJECT: FY2019 Official Financial Report for Streets

Attached for your review is the State required FY2019 City Street Financial Report for the City of Cedar Falls. The report is based on actual FY2019 revenues and expenditures relative to various aspects of street operations, maintenance, construction, and debt service. The report is required to be adopted by resolution and forwarded to the Iowa Department of Transportation by September 30, 2019. Failure to submit the report may cause delay or suspension of future State payments of Road Use Tax Funds to the City of Cedar Falls.

If you have any questions regarding this matter, please contact me. Thank you.

Attachment

CC: Jennifer Rodenbeck, Director Finance & Business Operations

City Street Financial Report

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City Name
CEDAR FALLS

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. July 1 Balance	\$7,967,116	\$14,663,966	\$0	\$22,631,082
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$7,967,116	\$14,663,966	\$0	\$22,631,082
B. REVENUES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
1. Road Use Tax	\$5,072,219			\$5,072,219
2. Property Taxes		\$0	\$501,176	\$501,176
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$9,726,240	\$0	\$9,726,240
5. Proceeds from Bonds, Notes, and Loans		\$0	\$1,253,000	\$1,253,000
6. Interest Earned		\$300,380	\$0	\$300,380
7. Total Revenues (Lines B1 thru B6)	\$5,072,219	\$10,026,620	\$1,754,176	\$16,853,015
C. Total Funds Available (Line A3 + Line B7)				
	\$13,039,335	\$24,690,586	\$1,754,176	\$39,484,097

EXPENSES				
	Column 1	Column 2	Column 3	Column 4
	Road use	Other Street	Street Debt	Totals
	Tax Fund	Monies		
D. Maintenance				
1. RoadWay Maintenance	\$2,130,895	\$0	\$0	\$2,130,895
2. Snow and Ice Removal	\$899,901	\$0	\$0	\$899,901
E. Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$646,404	\$28,666	\$675,070
2. Right of Way Purchased	\$0	\$2,601,692	\$0	\$2,601,692
3. Street/Bridge Construction	\$818,811	\$11,387,235	\$1,253,000	\$13,459,046
4. Traffic Services	\$116,489	\$29,950	\$0	\$146,439
F. Administration	\$198,420	\$0	\$0	\$198,420
G. Equipment	\$355,646	\$0	\$0	\$355,646
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$402,033	\$402,033
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$99,142	\$99,142
TOTALS				
K. Total Expenses (Lines D thru J)	\$4,520,162	\$14,665,281	\$1,782,841	\$20,968,284
L. Ending Balance (Line C-K)	\$8,519,173	\$10,025,305	-\$28,665	\$18,515,813
M. Total Funds Accounted For (K + L = C)	\$13,039,335	\$24,690,586	\$1,754,176	\$39,484,097

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 Ames, IA 50010

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
112---Utility Revenue	\$58,778.00	\$0.00
121---State Reimbursement	\$79,950.00	\$0.00
123---Various State Grants	\$451,250.00	\$0.00
197---Casino Revenue	\$450,000.00	\$0.00
174---Sales Tax / Local Option	\$5,231,771.00	\$0.00
170---Reimbursements (misc.)	\$812,578.00	\$0.00
125---City Highway Bridge Program	\$2,528,739.00	\$0.00
195---Tax Increment Financing (TIF)	\$113,174.00	\$0.00
Line B4 Totals	\$9,726,240.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		

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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Paving & Construction	306	12/23/2009	\$1,415,000	100	2024	\$594,382	\$150,138	\$20,451	\$150,138	\$20,451	\$444,244
<input type="checkbox"/>	General Obligation	Paving & Construction	307	07/19/2016	\$2,001,000	100	2026	\$1,559,718	\$164,273	\$28,087	\$164,273	\$28,087	\$1,395,445
<input checked="" type="checkbox"/>	General Obligation	Paving & Construction	308	07/19/2018	\$1,253,000	100	2028	\$1,253,000	\$87,622	\$50,604	\$87,622	\$50,604	\$1,165,378
New Bond Totals					\$1,253,000	\$1,253,000	Totals	\$3,407,100	\$402,033	\$99,142	\$402,033	\$99,142	\$3,005,067

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
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Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
702	1998	Chevrolet 1/2 ton Pickup	\$10,000	\$0		\$0		No	NOCH
771	2010	Ford F350 Truck	\$29,575	\$0		\$0		No	NOCH
20210	2012	Wanco Arrowboard	\$5,495	\$0		\$0		No	NOCH
247	2014	Freightliner 108 w/plow/box/sander PW03125	\$129,357	\$0		\$0		No	NOCH
248	2014	Freightliner 108 w/plow/box/sander PW03130	\$130,107	\$0		\$0		No	NOCH
230	2014	1-ton Dump Truck PW03127	\$49,854	\$0		\$0		No	NOCH
2041	2007	Vari-Tech Brine Trailer	\$4,670	\$0		\$0		No	NOCH
20196	1998	Ingersol-Rand Air Compressor	\$10,000	\$0		\$0		No	NOCH
20200	2008	Warnco Arrowboard	\$15,000	\$0		\$0		No	NOCH
20199	2007	Trafcon Arrowboard	\$15,000	\$0		\$0		No	NOCH
20110	2007	Wacker Asphalt Roller	\$32,000	\$0		\$0		No	NOCH
293	2007	Elgin Pelican Street Sweeper	\$107,000	\$0		\$0		No	NOCH
20173	2005	Target Pro 66 Concrete Saw	\$16,100	\$0		\$0		No	NOCH
20194	1996	Concrete Crack Saw	\$6,999	\$0		\$0		No	NOCH
231	1999	1-ton Ford Dump Truck	\$23,265	\$0		\$0		No	NOCH
233	2000	1-ton Ford Dump Truck	\$23,265	\$0		\$0		No	NOCH
240	2002	2-ton Freightliner Dump Truck	\$69,920	\$0		\$0		No	NOCH
241	2003	2-ton Sterling Dump Truck	\$66,075	\$0		\$0		No	NOCH
243	2003	2-ton Sterling Dump Truck	\$66,075	\$0		\$0		No	NOCH

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
263	1998	2-ton International Dump Truck	\$71,927	\$0	\$0	No	NOCH
252	1983	Ford Street Flusher	\$20,980	\$0	\$0	No	NOCH
2042	2007	Vari-Tech Brine Trailer	\$4,670	\$0	\$0	No	NOCH
260	1986	John Deere 570A Grader	\$91,500	\$0	\$0	No	NOCH
264	2016	2-ton Freightliner dump truck w/plow/box sander PW03158	\$139,759	\$0	\$0	No	NOCH
271	1989	John Deere 544E Loader	\$46,500	\$0	\$0	No	NOCH
275	1992	2-ton International Dump Truck	\$42,236	\$0	\$0	No	NOCH
276	1992	2-ton International Dump Truck	\$42,236	\$0	\$0	No	NOCH
277	1992	2-ton International Dump Truck	\$42,236	\$0	\$0	No	NOCH
278	1992	2-ton International Dump Truck	\$42,236	\$0	\$0	No	NOCH
268	2001	2-ton International Dump Truck	\$41,975	\$0	\$0	No	NOCH
281	1992	John Deere 544E Loader	\$69,100	\$0	\$0	No	NOCH
269	1998	2-ton International Dump Truck	\$63,516	\$0	\$0	No	NOCH
280	2002	John Deere 544H Loader	\$80,401	\$0	\$0	No	NOCH
283	1997	Hook Truck - Freightliner Chassis	\$9,100	\$0	\$0	No	NOCH
284	2015	Pro Patch Hotpatch - Freightliner PW03126	\$126,557	\$0	\$0	No	NOCH
285	1996	John Deere 310 Backhoe	\$28,400	\$0	\$0	No	NOCH
286	2002	John Deere 260 Skidsteer	\$35,098	\$0	\$0	No	TRAD
292	1989	John Deere 2355 Tractor-Mower	\$18,000	\$0	\$0	No	NOCH
294	2002	John Deere 672 Grader	\$131,806	\$0	\$0	No	NOCH

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
295	1986	Intrn'tl CrewCab Crack Seal Compressor/Truck	\$27,747	\$0	\$0	No	NOCH
296	2014	Chevrolet Express 3500	\$26,800	\$0	\$0	No	NOCH
20197	2004	Crafoo Crack Sealer	\$16,500	\$0	\$0	No	NOCH
244	2004	2-ton Freightliner Dump Truck	\$46,525	\$0	\$0	No	NOCH
235	2004	1-ton Dump Truck	\$23,763	\$0	\$0	No	NOCH
236	2005	1-ton Dump Truck	\$23,960	\$0	\$0	No	NOCH
245	2005	2-ton Sterling Dump Truck	\$45,435	\$0	\$0	No	NOCH
297	2014	Freightliner M2106 Elgin Crosswind	\$191,550	\$0	\$0	No	NOCH
232	2001	F350 Ford 1-Ton Utility / Service Body	\$18,593	\$0	\$0	No	NOCH
237	2002	F350 Ford 1-Ton Dump Truck	\$22,593	\$0	\$0	No	NOCH
238	2006	F350 Ford 1-Ton Utility / Service Body	\$16,162	\$0	\$0	No	NOCH
242	2007	2-Ton Freightliner Dump Truck	\$52,839	\$0	\$0	No	NOCH
287	2006	John Deere 544J Endloader	\$127,655	\$0	\$0	No	NOCH
288	1995	John Deere 310 Backhoe	\$51,500	\$0	\$0	No	NOCH
239	2008	F450 1 Ton Truck	\$47,501	\$0	\$0	No	NOCH
261	2007	2 Ton International Dump Truck	\$95,498	\$0	\$0	No	NOCH
266	2007	2 Ton International Dump Truck	\$95,498	\$0	\$0	No	NOCH
291	2006	Cat M322 Excavator	\$178,977	\$0	\$0	No	NOCH
298	1982	Arrow Dorp Hammer Pavement Breaker	\$6,000	\$0	\$0	No	NOCH
289	2008	Cat Skid Steer 25782	\$27,200	\$0	\$0	No	NOCH

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
246	2010	2-Ton International Dump Truck	\$94,948	\$0	\$0	No	NOCH
267	2009	2-Ton International Dump Truck	\$108,220	\$0	\$0	No	NOCH
20203	2010	Minnich Dowel Drill	\$6,850	\$0	\$0	No	NOCH
2043	2008	SNOGO Blower	\$76,265	\$0	\$0	No	NOCH
20198	2007	Trafcon Arrowboard	\$15,000	\$0	\$0	No	NOCH
20174	2009	Husqvarna Concrete Saw	\$21,680	\$0	\$0	No	NOCH
2045	2003	TARCO Leaf Blower	\$22,597	\$0	\$0	No	NOCH
20209	2013	Zanetis Asphalt Grinder	\$12,372	\$0	\$0	No	JUNK
2044	2001	Wausau Snow Blower	\$63,000	\$0	\$0	No	NOCH
20206	2011	Snow Pusher 8 ft.	\$3,446	\$0	\$0	No	NOCH
2007	2011	Snow Pusher 10 ft.	\$3,333	\$0	\$0	No	NOCH
20208	2011	Snow Pusher 10 ft.	\$3,333	\$0	\$0	No	NOCH
671	2006	Ford LCF; road line painting machine (6002)	\$65,500	\$0	\$0	No	NOCH
265	2012	2-ton Freightliner Dumptruck	\$127,824	\$0	\$0	No	NOCH
319	2002	Mitsubishi Forklift	\$19,000	\$0	\$0	No	NOCH
601	2013	Ford F150 Pickup	\$30,294	\$0	\$0	No	NOCH
670	2008	Ford F550 Aerial Lift	\$82,533	\$0	\$0	No	NOCH
701	2013	Ford F150 Pickup	\$26,506	\$0	\$0	No	NOCH
290	2011	John Deere 544K Endloader	\$146,400	\$0	\$0	No	NOCH
262	2010	2-Ton Freightliner Dump Truck	\$121,439	\$0	\$0	No	NOCH

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
622	2007	Sign Truck Ford	\$34,740		\$0		\$0	No	NOCH
20195	2008	Sullair 185 DPQ Air Compressor	\$11,595		\$0		\$0	No	NOCH
20161	2005	B&B Tilt Flatbed Trailer	\$11,600		\$0		\$0	No	NOCH
20201	2007	Dura Patch Hot Patch	\$57,000		\$0		\$0	No	NOCH
20202	2007	Vactron VAC394	\$37,490		\$0		\$0	No	NOCH
201	2017	Ford F250	\$30,687		\$0		\$0	No	NOCH
234	2017	Ford F550 Dump Truck	\$87,677		\$0		\$0	No	NOCH
2047	2013	Dura Tank 1000TT	\$23,794		\$0		\$0	No	NOCH
202	2018	Ford F250 Pickup	\$36,907		\$0		\$0	No	NOCH
2196	2010	Vermeer BC1500 Chipper	\$22,200		\$0		\$0	No	NOCH
299	2017	Bobcat E351 Mini Excavator	\$52,536		\$0		\$0	No	NOCH
270	2018	Freightliner 2-ton dump truck	\$155,040		\$0		\$0	No	NOCH
204	2018	Ford F250 3/4 ton pick up	\$32,694		\$0		\$0	No	NOCH
276	2019	International Truck 7400	\$150,229		\$0		\$0	Yes	NEW
269	2019	International Truck 7400	\$150,299		\$0		\$0	Yes	NEW
286	2018	Bobcat T4 Skidsteer S770	\$37,595		\$0		\$0	Yes	NEW
20209	2018	Bobcat 18" Planer/ grinder	\$14,848		\$0		\$0	Yes	NEW

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Explanation Sheet

Comments
Summary Statement Sheet, Line L, Col 3 Negative balance \$-28,666 - the City of Cedar Falls started design work on Cedar Heights Drive Reconstruction this will be paid for with new bond sale in FY2020.
Project Final Costs Sheet - the City of Cedar Falls did not have any projects with final costs for FY19. Prior years we included current activity even though the projects were not final.

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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$374,442.70
August	\$593,664.81
September	\$569,633.01
October	\$351,932.15
November	\$440,201.99
December	\$445,673.82
January	\$428,386.87
February	\$424,530.61
March	\$345,781.82
April	\$213,686.47
May	\$473,343.92
June	\$410,940.84
Totals	\$5,072,219.01



MEMORANDUM

ADMINISTRATION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown
FROM: Brian Heath, O/M Division Manager *BH*
DATE: September 9, 2019
SUBJECT: Fleet Maintenance Vendor Managed Inventory

October 14th 2019 will mark the completion of the initial contract of the Vendor Managed Inventory (VMI) program with Motor Parts & Equipment Corporation (MPEC) and National Automotive Parts Association (NAPA). The VMI program was established as a cost savings and efficiency measure for sourcing fleet maintenance parts. Since the inception of this program the Fleet Maintenance Section has experienced a reduction in parts cost, increased fill rates on repairs as well as a reduction in processing accounts payable and time spent procuring parts.

All terms of the agreement remain the same with parts cost at 8% above NAPA's acquisition costs. This represents a parts cost savings of approximately 20% over the industry standard. Attached you will find for your consideration the new agreement and signed contract documents.

It is the recommendation of the Public Works Department to enter into a new contract with MPEC/NAPA for an initial three (3) year term.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
MOTOR PARTS & EQUIPMENT CORPORATION
AND
THE CITY OF CEDAR FALLS, IOWA

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
MOTOR PARTS & EQUIPMENT CORPORATION
d/b/a NAPA Auto Parts - Waterloo
AND
THE CITY OF CEDAR FALLS, IOWA**

THIS INTERGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **MOTOR PARTS & EQUIPMENT CORPORATION**, an Illinois Corporation d/b/a NAPA Auto Parts - Waterloo ("NAPA") and the **CITY OF CEDAR FALLS, IOWA**, an Incorporated City ("CITY") to be effective as of the ____ day of **October, 2019** (the "Effective Date").

WHEREAS, CITY desires to continue to procure the services of an on-site operator of the City of Cedar Falls Public Works Department Fleet Maintenance Section: and

WHEREAS, NAPA is willing to continue parts procurement and supply service at a location within the CITY, to service the fleet parts needs of the CITY and to serve as the primary supplier of automotive, including truck, replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CITY; and

WHEREAS, CITY is willing to continue to provide space for the services of NAPA on the premises of the "CITY" at the location identified in Section 4 of this Agreement for use by NAPA (the "On-Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein; and

WHEREAS, Tom Hovland Enterprises, Inc., d/b/a NAPA Auto Parts, and Genuine Parts Company/NAPA AUTO PARTS, submitted to CITY a document entitled, "Request for Proposal Response For Vendor Managed Inventory." dated May 13, 2013 (the "NAPA Proposal"), which NAPA Proposal was submitted to CITY in response to a document entitled, "City of Cedar Falls, Iowa, Cedar Falls Public Works. Request for Proposal Vendor Managed Inventory, April 2013 and attached as Attachment "A" sets forth the City's requirements in connection with the inventory (the "CITY RFP"); and

WHEREAS, Motor Parts and Equipment Corporation purchased substantially all of the assets of Tom Hovland Enterprises, Inc., effective September 3, 2013, and desires to adopt the NAPA Proposal as its own proposal in response to the CITY RFP, and agrees to be bound by all of the terms, conditions and provisions of the NAPA Proposal. NAPA and the City have reached agreement on the terms, conditions, and provisions for the procurement of such services and desire to reduce their agreement to writing.

NOW, THEREFORE, it is mutually agreed as follows:

1. SCOPE OF SERVICES TO BE RENDERED. NAPA agrees during the term of this Agreement to provide to the CITY, under the terms and conditions set forth in this Agreement, services consisting primarily of, but not limited to, providing on-site parts procurement and supply, including personnel management, supervision of and all parts necessary to run an efficient and effective parts service operation during all hours required by the CITY Public Works Department, including overtime due to peak demand and emergency.

2. CONTRACT ADMINISTRATION The City Public Works Director or his designee shall be the designated administrator for the purpose of administration of the services to be performed by NAPA under this Agreement. The services to be performed by NAPA shall at all times be subject to the general supervision and approval of the Director of Public Works of the CITY, or his designee.

3. DEFINITION OF PRIMARY SUPPLIER. For purposes of this Agreement, the term, "Primary Supplier" shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CITY.

4. CITY'S LOCATION. NAPA shall establish the On-Site Store at the following Location of CITY (hereinafter the "Location"). which is situated in the following place:

City of Cedar Falls Public Works Facility
2200 Technology Parkway
Cedar Falls, Iowa 50613

Additional locations of the CITY may be added to this Agreement but only by a written amendment executed and agreed to by both the CITY and NAPA.

5. TERM OF AGREEMENT. The initial term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date stated above. Upon expiration of the initial term, this Agreement may, at the discretion of the CITY, and with the consent of NAPA, be renewed for one (1) additional term of three (3) years. If the CITY desires to renew this Agreement, the CITY shall endeavor to give NAPA sixty (60) days written notice prior to the date of termination of the initial or any renewal term of CITY's intent to renew this Agreement. Renewal shall be by written Addendum to this Agreement, which Addendum shall be approved and executed by the city council of CITY, and approved and executed by NAPA. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience, and without cause, by giving the other party sixty (60) days prior written notice of such termination.

6. DUTIES AND RESPONSIBILITIES OF NAPA. NAPA shall have the Following duties and responsibilities during the term of this Agreement:

(a) NAPA shall operate the On-Site Store and provide the Inventory to CITY's Location. NAPA shall provide all personnel required to operate the On-Site Store.

(b) Any inventory owned by CITY, but under the management of NAPA shall be handled as follows: NAPA shall prepare a physical count of the current inventory of the CITY. At that time, any parts which are directly interchangeable to NAPA parts shall be purchased by NAPA at CITY's acquisition cost. NAPA shall affix colored stickers to each part of the remaining inventory which is not directly interchangeable to NAPA parts without destroying the City Fleet Maintenance Section part number. This shall permit any CITY inventory to be identified by sight. All CITY-owned non-interchangeable inventories remaining shall be entered into the NAPA computer software system with the CITY's part number, quantity, and description. The intent of this provision shall be to reduce all CITY-owned inventory as soon as practicable. All CITY-owned inventory is invoiced at NO charge, and eliminated from the original inventory file as it is consumed. One (1) year after the Effective Date of this Agreement when CITY-owned inventory levels have been reduced and excess and obsolete inventory has been established, NAPA shall assist the CITY in liquidating this remaining inventory in the best available manner.

(c) A partial inventory shall be taken monthly, in order to count all parts once every ten months, so as to maintain accurate records. Any discrepancies shall be investigated by NAPA and the results discussed with CITY management. A complete inventory of any CITY-owned inventory shall be taken by NAPA and the CITY at least annually.

(d) A listing of CITY-owned tools and equipment shall be entered into the NAPA computer software system under a separate line abbreviation. Tools and equipment ordered by CITY shall be invoiced on a no-charge invoice with the NAPA employee's name on the purchase order. Once the item of tool and/or equipment is returned, a no charge credit invoice shall be issued noting the NAPA employee's name and placing the tool back into inventory.

(e) When the CITY requests delivery of inventory to other CITY locations. NAPA shall provide parts to the locations on a demand basis, and shall make all reasonable efforts to ensure prompt delivery thereof.

(f) NAPA shall provide all computers and reports necessary for CITY to monitor monthly expenses as they pertain to the daily operation of the On-Site Store. NAPA shall provide computer ordering and cataloging to the On-Site Store through its computer system, which shall at all times remain the property of NAPA.

(g) NAPA shall provide a profit and loss statement of the parts operations to the CITY by the 25th of each month for the prior month, for the On-Site Store.

(h) NAPA's On-Site Store shall be staffed during the hours of 7:00a.m.to 3:30p.m. Monday through Friday, and additional hours as needed for emergency

operations. In the event that CITY notifies NAPA that emergency operations are in effect, NAPA agrees to staff its services within one (1) hour or such notification.

(i) NAPA shall maintain adequate supplies of hydraulic hose supplies for the CITY's reasonable needs, and shall construct hoses as ordered by the CITY, using the CITY's existing equipment.

(j) NAPA shall provide daily monitoring of the CITY's fuel and bulk fluids supply, obtain pricing of gas and diesel, when necessary for the CITY's reasonable needs, from the CITY's vendors and place orders as needed based on the lowest quoted price of that day. This information shall be sent daily via email from the CITY's fuel system software to the NAPA Parts Manager.

(k) NAPA shall provide daily input of information from CITY equipment work orders into the CITY's fleet maintenance software program that relates to parts usage and vehicle repairs, in order to properly and accurately track the CITY Fleet Maintenance Sections costs of vehicle repairs.

7. DUTIES AND RESPONSIBILITIES OF CITY. CITY shall have the following duties and responsibilities during the term of this Agreement;

(a) CITY shall provide, at its sole expense, usable space for NAPA's On-Site Store and the Inventory. CITY shall provide access to restroom facilities for NAPA employees. Further, CITY shall furnish, at its sole expense, all utilities reasonably required for operation of the On-Site Store including: water, sanitation, sewer, telephone, heat, gas, Electricity, DSL internet connection, and janitorial services.

(b) CITY shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CITY reserves the right to purchase any item outside this Agreement where it is determined by the CITY to be more economical or timely, so long as the purchase of such items does not result in NAPA no longer being CITY's Primary Supplier.

(c) The On-Site Store shall be appropriately secured or otherwise maintained separate and apart from the business of CITY. Access to the secured On-Site Store shall be restricted to NAPA employees and authorized NAPA representatives only. CITY'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative, except in the case of emergency.

(d) CITY shall, at all times during the term of this Agreement, at CITY's sole expense, maintain in good condition and repair, the roof, exterior walls, foundation, and structural portions of the On-Site Store and all portions of the electrical and plumbing systems lying outside of the On-Site Store but serving the On-Site Store.

(e) CITY shall provide information regarding equipment and fleet changes to NAPA as soon as practicable. Fleet changes include but are not limited to the removal of any types or numbers of vehicles from the fleet and the addition of new types or numbers of vehicles to the CITY's fleet.

8. **PRICES AND PAYMENT.** NAPA shall invoice the CITY for all inventory purchased pursuant to this Agreement on a monthly basis for the prior month. NAPA shall invoice the CITY for all products purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CITY agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. In the event any statement has not been paid as of such date, CITY shall pay interest at five percent (5%) per annum on the unpaid amount.

The overall goal of CITY's pricing plan is to achieve an eight percent (8%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) *Product Costs.* The pricing of the Inventory to be supplied to CITY by NAPA pursuant to this Agreement. Product Costs shall be further divided into "NAPA Product Costs" which is the pricing of NAPA supplier manufactured products, and "Non-NAPA Product Costs," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CITY by NAPA pursuant to this Agreement.

- (b) *Operational Costs.* Any and all costs and expenses associated with the operation of the On-Site Store, including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On-Site Store, worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On-Site Store and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Attachment "C."

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CITY at an 8% gross profit rate (store acquisition cost multiplied by 1.087)
Non-NAPA Product Costs	Billed to CITY at an 8% gross profit rate (store acquisition cost multiplied by 1.087)
Tires, oils & fluids	Billed to CITY at a 5% gross profit rate (store acquisition cost multiplied by 1.053)
Bulk Fluid	Billed to the CITY at acquisition cost pass through
Operational Costs	Billed to CITY at cost
Net Profit Target	8% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of eight percent (8%). Gross profit is calculated by multiplying the acquisition cost by 1.087. Operational costs shall be charged to CITY at cost, with all such charges for

Operational Costs to be included in CITY's monthly billing statement. CITY shall be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CITY shall be billed an additional charge for any such purchases so as to yield NAPA an eight percent (8%) gross profit on such purchases.

NAPA branded parts are returnable for full credit to the CITY without a restocking fee.

9. INSURANCE.

(a) NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On-Site Store. In addition, NAPA shall maintain during the term of this Agreement the insurance coverages, limits, waivers and endorsements set forth on Attachment "B," Insurance Requirements for Contractors for the City of Cedar Falls, consisting of seven (7) pages, except as follows: Section 8, Errors and Omissions, shall not apply; Section 11, Performance and Payment Bonds, and Section 12, Indemnification (Hold Harmless) Provision shall not apply.

10. CONTRACT DOCUMENTS. This Agreement shall include and be composed of:

- (a) This Agreement includes all attachments which are incorporated herein by this reference:

In the event of any conflict or inconsistency between this Agreement and the other documents referred to above, the attachments shall control.

11. NAPA PERSONNEL. CITY shall have the right to select all staffing levels during all hours of operation; provided, however, that a staffing level that is lower than the level recommended by NAPA may affect response times, and NAPA shall not be held responsible for failing to meet the response time due to inadequate staffing, pursuant to the levels requested by the CITY. If the CITY requests removal of a NAPA employee due to identified performance issues, NAPA agrees to review and discuss the issue with the CITY in good faith. The parties agree to attempt to resolve the issue upon mutual agreement.

12. ON-SITE STORE. The physical facilities and equipment that comprise the On-Site Store used by NAPA shall become the responsibility of NAPA during the term of this Agreement, but shall remain the property of the CITY, and shall be returned to the CITY by NAPA upon completion of this Agreement in the same condition in which they were provided to NAPA, except for normal wear and tear. The facilities and equipment which comprise the On-Site Store shall only be used to provide services under this Agreement.

13. WARRANTY DISCLAIMER All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the CITY in processing all warranty claims that the CITY may have against a manufacturer. The manufacturer's warranty shall be the sole and exclusive remedy of the CITY in connection with any claims concerning the parts supplied to CITY pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers warranties are available to CITY upon request.

14. TERMINATION FOR CAUSE This Agreement may be terminated immediately, unless otherwise stated in this Section 14. by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement; or

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

15. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. CITY shall allow NAPA full and unrestricted access to enter into the On-Site Store and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CITY.

(c) Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement.

16. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of the Agreement, NAPA shall have the option to require CITY to purchase all non-NAPA Inventory owned by NAPA and located in the On-Site Store at NAPA's current acquisition cost and CITY shall have the option to purchase all NAPA Inventory, owned by NAPA and located in the On-Site Store at the CITY's current acquisition cost. Upon CITY's request, NAPA shall provide CITY with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On-Site Store.

17. MUTUAL INDEMNIFICATION. CITY shall be responsible for and shall indemnify and hold NAPA harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of CITY or CITY'S employees. NAPA shall likewise be responsible for and shall indemnify and hold CITY harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. NON-DISCH. IMINATION. NAPA shall not discriminate or permit discrimination in its operations or employment practices against any person or group **OF** persons On the grounds of race, color, creed, national origin, gender, age, sex, religion, sexual orientation or disability, and shall furnish evidence of compliance with this provision when so requested by the CITY.

19. RECORDS AUDIT. NAPA shall maintain such account records in connection with its performance of services for the CITY under this Agreement as may be reasonably required by the CITY. Such account records shall be retained for a period of three (3) years following the termination of this Agreement. NAPA shall afford the CITY's agents and auditors reasonable facilities and access for the examination and audit of its written records directly pertaining to NAPA's performance under this Agreement, and shall, upon request of the CITY, produce and exhibit all such records.

20. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via Facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Motor Parts & Equipment Corporation
c/o: Gregory T. Allen
1670 Northrock Ct.
Rockford, IL 61103

Telephone: (779)500-6100
Facsimile: (815) 963-8328

As to CITY: City of Cedar Falls Iowa
 Public Works Facility
 2200 Technology Parkway
 Cedar Falls, Iowa 50613
 Division Manager: Brian Heath

Telephone: (319)273-8629
 Facsimile: (319)273-8632

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile. or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 17.

21. FORCE MAJURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason *or* any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CITY's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CITY's premises unusable for the On-Site Store in the reasonable judgment of NAPA.

22. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld, provided, however, such consent shall not be required in the event the assignee is a person or entity that is purchasing substantially all the assets of NAPA.

23. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

24. NO WAIVER OF RIGHTS. No failure or either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof

shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

25. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

26. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employer and employee, partnership, joint ventures, or any other similar or representative relationship between the parties hereto.

27. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Iowa.

28. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

29. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

30. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or enforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

31. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

MOTOR PARTS & EQUIPMENT CORPORATION
d/b/a NAPA Auto Parts - Waterloo

By: 
Gregory T. Allen, President

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk



MEMORANDUM

ADMINISTRATION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, O/M Division Manager *Brian*
DATE: September 9, 2019
SUBJECT: Compost Facility Contract Services

Attached for your consideration are documents related to a renewal of contracted services for the City's Compost Facility operation. As you may recall T & W Grinding submitted the sole proposal in September of 2017 at a rate of \$65,000.00 annually. This contractor has been performing all duties adequately as outlined in the original contract.

Because of the increased volume due in part to removal of ash trees, the contractor is requesting an additional \$1,250.00 per quarter for a total of \$70,000.00 annually to cover operating expenses. Based on the increased quantities and the positive response from the contractor, it is the opinion of staff that the proposed increase is fair and equitable.

Therefore, the Public Works Department is recommending to enter into a new two (2) year contract with T& W Grinding to provide compost management operations at a rate of \$70,000.00 annually.

Please feel free to contact me if you have questions or comments.

Att.

CC: Chase Schrage, Public Works Director

**YARD WASTE MANAGEMENT SERVICE AGREEMENT
BETWEEN
CITY OF CEDAR FALLS
AND
T&W GRINDING**

THIS AGREEMENT, dated for reference purposes the ___ day of _____, 2019, is made and entered by and between the City of Cedar Falls (City) and the _____ (Contractor).

WHEREAS, City operates a compost facility with the focus on managing materials through the hierarchy of reduce, reuse, recycle, compost, waste to energy, and landfilling; and

WHEREAS, Disposal of yard waste through landfilling is banned by the State of Iowa; and

WHEREAS, City intends to provide its customers the opportunity to divert yard and select organic wastes from the County landfill through environmentally sound management methods; and

WHEREAS, City desires to contract with Contractor for certain operations and maintenance services; and

WHEREAS, Contractor represents and warrants that it has the personnel, equipment, and financial resources to fully and satisfactorily provide such services on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

SECTION 1. AGREEMENT. This Agreement, including attachments,, incorporated herein by reference, comprise the entire agreement of the parties and no amendment or modification of the Agreement is valid or effective unless in writing and approved by the parties in the same manner as this Agreement. However, if there is a conflict between the provisions of this Agreement and the other documents comprising the Agreement, the provisions of this Agreement control.

SECTION 2. RETENTION. City retains Contractor to provide the services hereinafter set forth and Contractor agrees to perform such services for the fees described herein and in accordance with all other terms and conditions hereinafter set forth.

SECTION 3. TERM. The Term of this Agreement is from October 1, 2019 to midnight on September 30, 2021. The Term may be renewed by City for a maximum of three (3) additional one (1) year terms upon ninety (90) days' written notice delivered to Contractor prior to the expiration of the then current term.

SECTION 4. DEFINITIONS. For the purposes of this Agreement, the terms in this Agreement will have the same meaning as identified in Iowa Administrative Code (IAC) 567 Chapter 105.

SECTION 5. GENERAL DUTIES OF CONTRACTOR. Contractor must provide the services described in Scope of Work, attached as Exhibit "B", in the manner consistent with the level of service provided by members of the trade or profession currently practicing under similar conditions.

5.1 Site Operations Plan. Contractor, with cooperation from City, must develop and submit to City for approval a written Site Operations Plan (the Plan). The Plan must document the overall operations of the Yard Waste Management Process and how other select organics are managed. City will assist and have the final say on the material acceptance criteria and the Plan. The Plan will be reviewed periodically and modified as needed to meet program and operational needs.

The Plan may not be modified without the prior written approval of Contractor and City. The Plan must be filed with the City by Contractor. Contractor must provide all labor and equipment necessary to complete the required tasks.

5.2 Feedstock Preparation and Processing. Contractor shall assist as practical the removal of any non-organic or hazards materials (i.e. appliances, plastic bags, metal, glass, paint cans, etc.) from the stockpiled feedstock prior to grinding. City will assist removals and accept non-organic materials removed from the stockpile at no charge to Contractor. The Contractor will grind the feedstock in a manner that will facilitate the composting process in a timely manner.

5.3 Active Composting. Contractor must place the ground material on the processing pad in either a static or windrow pile for composting. Contractor is responsible for the piles to remain aerobic and Contractor must provide City evidence that the piles are aerobic. Contractor must ensure that the piles maintain the proper temperatures and moisture.

5.4 Cured and Finished Product. Contractor will make every possible effort to produce a quality compost product meeting the minimal standards as established by Iowa Administrative Code 567 Chapter 105.3 (10). Contractor is required to stockpile the finished material in an area not more than 500 feet from the processing area. At City's option, Contractor may be requested to screen the compost and stockpile.

City will collect samples of the finished product to be analyzed by a certified lab using the 'Test Methods for the Examination of Composting and Compost' to verify compliance.

5.5 Record Keeping. Contractor must keep complete and accurate records documenting the composting process. Copies will be provided to City's Representative upon request. Contractor must maintain all records for a period of not less than three (3) years, unless a longer period is required by law.

5.6 Response Time. Contractor must respond to City Representative's telephone or email request within 24 hours of receipt, excluding City Holidays. Contractor must respond with on-site support assistance to process feedstock, turn the piles, and/or issues associated with the composting process within five (5) working days or as agreed upon by the City Representative.

SECTION 6. GENERAL DUTIES OF CITY.

6.1 General Assistance. City will provide the land for processing yard waste and assistance with monitoring and removal of nonacceptable materials from the feedstock area when the contractor is not on site, as operational tempo permits. If requested, City will provide support to record daily or weekly data if required and identified in the Plan.

6.2 Record Keeping. City will provide, upon Contractor's request, all records and documents pertaining to performance of this Agreement, including but not limited to maintaining certified weight records of incoming feedstock and providing a tonnage report to Contract monthly. City will promptly notify Contractor of compliance issues regarding Contractor's performance of this Agreement.

SECTION 7. COMPLIANCE REQUIREMENTS.

7.1 Contractor must perform all contracted services in accordance with all applicable federal, state and local laws, rules, regulations and orders, including, but not limited to, the United States Environmental Protection Agency, the United States Department of Transportation, the Iowa Department of Natural Resources, and Iowa and federal Occupational Health and Safety Administration agencies.

7.2 Contractor represents and warrants that it has all licenses, permits, registrations, and/or any other governmental authorizations required to provide the services under this Agreement. City reserves the right to request compliance documentation from Contractor and Contractor's subcontractors.

7.3 City will maintain the required storm water and, if required, solid waste permits and is responsible for the actions required by such permits. Any permits related to Contractor's property are the responsibility of Contractor. City reserves the right to conduct compliance inspections and provide its findings to Contractor.

SECTION 8. COMPENSATION.

City shall pay Contractor the fee provided in Attachment A – Fee Schedule. The fees established may not be adjusted during the Term of this Agreement unless both parties agree in writing in advance to any adjustment of fees.

SECTION 9. INSURANCE REQUIREMENTS & INDEMNIFICATION.

9.1 Contractor and all subcontractors must obtain and maintain at all times during the Term of this Agreement at their sole expense the insurance described in the attached Insurance Schedule, Exhibit "A". Certificates of insurance for Contractor and all subcontractors must be provided to City by Contractor prior to the commencement of any performance under this Agreement.

9.2 Contractor agrees that it assumes all responsibility for obtaining any casualty or liability insurance not required to be obtained under the terms of this Agreement but which Contractor, in its sole discretion, deems necessary to protect its own interests.

9.3 Contractor agrees to defend, indemnify, and hold harmless City, as set forth on Exhibit "A" attached, which provisions are incorporated herein by this reference. The obligations of this section will survive the termination of this Agreement.

9.4 To the extent allowed by law, City will defend, indemnify, and hold harmless Contractor from and against any and all claims arising out of the negligence of City, its officers or employees.

SECTION 10. PERFORMANCE BOND.

No performance bond is required under this Agreement.

SECTION 11. TERMINATION OF AGREEMENT.

11.1 This Agreement terminates:

(1) Automatically as of midnight, December 31, 2021, unless notice is provided to Contractor by City as provided in Section 3 or automatically as of the date Contractor makes a general assignment for the benefit of its creditors or proceedings are commenced in a court of competent jurisdiction for the reorganization, liquidation or voluntary dissolution of Contractor, or for its adjudication as bankrupt, or for the appointment of a receiver of the property of Contractor. Upon any termination under this provision, this Agreement will not be or become an asset of Contractor in the hands of any trustee or receiver.

(2) Upon an individual or aggregate transfer of interest in ownership of Contractor at any time or over time greater than forty-five (45) percent. Contractor must notify City of any change in ownership of Contractor or transfer of any equity interest in Contractor within ten (10) days of such change. Failure to provide such notice constitutes a breach of this Agreement.

11.2 Either party has the right to terminate this Agreement at any time for cause. Cause is defined as any breach by the other party of any material provision of this Agreement, including the warranties and representations or the insolvency of Contractor. The terminating party must exercise its right to terminate by written notice of its intent to terminate the Agreement delivered to the other party. Such notice must set forth the reason or reasons for such termination. The party receiving the notice has thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice and if such party fails within said thirty (30) days, to remedy such cause, this Agreement terminates.

11.3 Upon termination of this Agreement under the provisions of this section or otherwise, City will have no further obligations to Contractor, except payment for services satisfactorily performed as of date of the written notice of termination and expenses incurred with the prior written consent of City, provided, however, that termination does not abrogate, impair, release or extinguish any debt, duty, obligation or liability of Contractor to City hereunder which may have accrued prior to or arising before such termination, including, but not limited to, any such debt, duty, obligation or liability which was the cause of termination or which may arise out of such cause, and City has the right to withhold any payment or partial payment then due or to become due to Contractor hereunder for application against any such debt, duty, obligation, or liability.

11.4 No right or remedy conferred upon City under the terms of this Agreement, including, but not limited to, the right to termination, is exclusive of any other right conferred upon City under the terms of this Agreement or by law or equity. All such rights are cumulative and no single exercise of any such right or remedy will preclude the exercise of any other such right or remedy with respect to the same or any other breach by Contractor.

11.5 In the event of any termination of this Agreement, City has the right to forthwith take possession of copies of all records prepared by or used by Contractor in the performance of this Agreement through the date of termination and Contractor must provide such records to City.

SECTION 12. ILLEGAL PROVISIONS. If any provision of this Agreement is declared illegal, void or unenforceable, the other provisions are not affected but remain in full force and effect.

SECTION 13. RELATIONSHIP OF PARTIES. Nothing in this Agreement is intended, nor should it be interpreted or construed, as in any way to establish a partnership between the parties hereto or as constituting Contractor as the agent, representative or employee of City or vice versa, for any purpose whatsoever. Contractor is, and will remain during the term of this Agreement, an independent contractor with respect to the performance of the obligations hereunder and in its relationship to City.

SECTION 14. RESOLUTION OF DISPUTE. Any controversy, claim or dispute between the parties, directly or indirectly, concerning this Agreement or the breach hereof or the subject matter hereof which cannot be resolved informally must be adjudicated or formally settled in the Iowa District Court for Black Hawk County.

SECTION 15. GOVERNING LAW. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Iowa.

SECTION 16. NOTICE. Contractor must designate in writing one individual as a primary contact for all matters relating to this Agreement and shall update such designation as necessary. Except as otherwise herein provided, all notices required or permitted to be served by either party or the other must be in writing and will be deemed given when hand delivered or when mailed by certified mail to the principal office of the party to which notice is given, as follows:

If to Contractor: Randy Thuman
T&W Grinding
PO Box 254
Delhi, Iowa 52223

If to Agency: Brian Heath
Public Works/Parks Division Manager
2200 Technology Parkway
Cedar Falls, IA 50613
(319) 268-5575
brian.heath@cedarfalls.com

SECTION 17. NONDISCRIMINATION. Contractor agrees that during the term of this Agreement, Contractor will not discriminate against any person because of race, color, creed, national origin, ancestry, sex, sexual orientation, gender identity, disability, religion, age, or marital status and will include a similar provision in all subcontracts entered into in connection with the performance of Contractor's obligations hereunder.

CITY OF CEDAR FALLS, IOWA

CONTRACTOR

By: _____
James P. Brown
Mayor

By: Ravi Kumar
Owner

Date: _____

Date: Sept 11 -19

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

EXHIBIT "B" SCOPE OF WORK

Contractor Service Requirements

1. The Contractor is responsible for the operation of the yard waste composting process in accordance with best management practices and all applicable local, state and federal regulations and guidelines. Operations include grinding feedstock, formation, turning and monitoring of windrow or static piles, adding moisture (as needed), maintaining optimum carbon to nitrogen ratio, screening and stockpiling finished product.
2. The Contractor is responsible for visually inspecting the materials prior to and during feedstock processing. Non-organic or hazardous materials (i.e. appliances, plastic bags, metal, glass, paint cans, etc.) are to be removed by the Contractor and hauled to the appropriate area at the facility. The City will manage disposal of such items.
3. The Contractor shall provide all labor and equipment necessary to complete the required tasks. Equipment used to turn windrows must be capable of completely turning the windrow inside out to maximize aeration.
4. The contractor shall respond on-site to a request to process feedstock and/or address issues associated with the composting process within ten (10) working days, or as acceptable by City Representatives following a phone or email request.
5. The Contractor is required to produce a quality compost product meeting the minimal standards as established by Iowa Administrative Code 567 Chapter 105.3 (10). The City will collect samples of the finished product to be analyzed.
6. The Contractor will be tasked with screening finished compost, with a $\frac{3}{4}$ " minus screen, and stockpile the material at a predetermined location of the Compost Facility
7. The Contractor shall provide the above-described services to the City pursuant to a written contract. This contract also will allow for the City to negotiate with the Contractor for additional services related to this contract.
8. The Contractor shall comply with all legal and technical requirements regarding the services being provided.

City Requirements to the Contractor

1. City shall provide a permit, if required, and land for the management of yard waste and other acceptable organic materials to the Contractor during Facility operating hours or by arrangement with the City's representative.

2. The City shall promote the acceptance criteria for its yard waste composting activity through community outreach methods.
3. The City will monitor the site and remove any non-conforming materials as identified to assist the Contractor as operational tempo permits.
4. The City may provide support to any facility changes, if desired and agreed to, by both parties.
5. The City will compensate the Contractor on a quarterly basis for services rendered.

Annual Reporting and Record Keeping Requirements

Reports and data to be generated through this agreement include:

1. Quarterly invoice for feedstock processing and compost operations
2. DNR Annual Composting Report to be submitted by the City
3. Compost Facility Inspection reports to be maintained by both City and Contractor
4. Daily, weekly, and monthly compost processing data collection log to be managed by Contractor with a copy stored with the City Representative
5. City to maintain a solid waste composting permit, if required
6. Contractor required to maintain permits for its property, if required.

**DEPARTMENT PUBLIC WORKS**

City of Cedar Falls
501 E. 4th Street
Cedar Falls, Iowa 50613
Phone: 319-273-8633
Fax: 319-268-5566
www.cedarfalls.com

MEMORANDUM***Water Reclamation Division***

TO: Honorable Mayor James P. Brown and City Council Members
FROM: Mike Nyman, Manager, Water Reclamation Division
DATE: September 9, 2019
SUBJECT: Nutrient Reduction Strategy Update

The City's wastewater treatment facility operates through a permit system managed by the Iowa Department of Natural Resources which allows the discharge of treated water to 'Waters of the State'. As part of this permit system all major facilities are required to conduct a 'Nutrient Reduction Strategy', identifying options, timing, and costs associated with reducing nitrogen and phosphorus discharges. An initial report was submitted to the IDNR in 2016. This report identified options and costs for nutrient reductions, as well as additional improvements needed at the current treatment plant. As part of our newest permit, issued August 1, 2019, we are required to complete an update to this report.

The original report completed by Black and Veatch looked only at the options to improve the current plant. As part of this update, I feel it is important to look closely at all options we could pursue with wastewater treatment, with the goals of providing high quality treatment, controlling user rates, and providing long range capacity for industrial, commercial, and residential growth. Looking closely at options for potential improvements at the current location, the costs of building a new Cedar Falls treatment facility, as well as the full costs associated with a combined regional system will be included in this update to the original report.

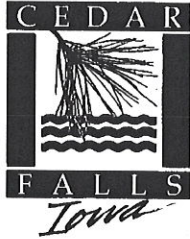
Attached is a proposal from Black and Veatch for a Professional Service Agreement to meet the goals and requirements mentioned above. The costs for this study are expected to be \$130,000, with potential contingency work adding another \$30,000. This comprehensive study will identify all costs associated with the future of the City's wastewater treatment and will be helpful in guiding the decision making process.

If you would like further details or have any questions, please contact me.

c: Ron Gaines, City Administrator

Chase Schrage, Director of Public Works

Jennifer Rodenbeck, Director of Finance and Business Operations


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
www.cedarfalls.com

Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

Wastewater Treatment Alternative Evaluation
Cedar Falls, Iowa
City Project Number: TP-000-3210

This Agreement is made and entered by and between Black & Veatch Corporation, a Delaware corporation, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of One Hundred Fifty-Nine Thousand Seven Hundred Eighty Dollars, (\$159,780).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures

and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation

and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Patrick O'Neill

Printed Name: James P. Brown

Printed Name: Patrick O'Neill

Title: Mayor of Cedar Falls

Title: Associate Vice President

Date: _____

Date: 9/9/2019

Exhibit A

Wastewater Treatment Alternative Evaluation Cedar Falls, Iowa City Project Number: TP-000-3210

I. GENERAL PROJECT DESCRIPTION

The goal of the project is to evaluate long-term wastewater treatment alternatives for the City of Cedar Falls, Iowa. Key considerations include regulatory requirements, infrastructure condition and needs, capital costs, and community impacts.

The Scope of Services includes updating specific sections of the 2016 Nutrient Reduction Strategy Report (2016 Report), performing a condition assessment of the existing Water Reclamation Facility (WRF), evaluating the advantages and disadvantages of multiple treatment facility alternatives, and summarizing the results in report.

II. DESCRIPTION AND BASIC SCOPE OF SERVICES

TASK SERIES 100 – PROJECT ADMINISTRATION

Task 101: Administration Services. Engineer will provide management functions required to complete the work associated with the Scope of Services, including project correspondence with the Owner; consultation with the Owner's staff; supervision and coordination of the services, quality control/quality assurance plan, and invoicing for the work performed.

Task 102: Progress Meetings. Engineer will conduct two on-site progress meetings to review preliminary results and recommendations, to be scheduled at major project milestones. Agenda and minutes will be prepared for each meeting.

TASK SERIES 200 – UPDATE NUTRIENT REDUCTION STRATEGY REPORT.

Engineer will update specific sections of the 2016 Report and complete the following:

Task 201: Update Section 2 - Influent Wastewater Flows and Loading. Engineer will review the past two years of monthly operating data provided by the Owner and evaluate additional load of 1,500 ppd BOD and additional TKN loading. Engineer will evaluate potential impacts to the three previously selected alternatives in the Master Plan and 2016 Report based on the new data received from the Owner.

- Revise flow projections to coincide with population projections through 2049.

Task 202: Update Section 6 – Development and Evaluation of Wastewater Treatment Alternatives. Engineer will evaluate the following technologies: Wetlands, Gross Wen, AGS

(activated granular sludge), MBR (membrane bio reactors) and MABR (membrane aerated bio reactors) for full plant flow to meet anticipated nutrient limits as applicable to the treatment plant. AGS and MABR are updates to technologies presented in the 2016 Report. Sidestream treatment using Annamox and Ostara will also be evaluated to determine if side stream treatment can reduce liquid stream loadings. The evaluation will be based on loadings in Section 2.

Task 203: Update Report Sections. Prepare writeups for each section identified above, including conceptual site layouts, updated capital cost estimates, and life-cycle costs. The cost estimates will be developed using the same approach as the 2016 Report.

TASK SERIES 300 – FACILITY CONDITION ASSESSMENT

Task 301: Facility Visit. Engineer will conduct a visual condition assessment of each major treatment process. A team of engineering specialists (civil, structural, mechanical, and electrical) will conduct the assessment over a 1-day period to document the general condition of each treatment system. The assessment will include confined space entry of one digester tank, if the tank is available for inspection during the study period.

Task 302: Technical Memorandum: A technical memorandum will be developed to summarize the condition assessment and provide an estimated remaining useful life of each major treatment process.

TASK SERIES 400 – ALTERNATIVE EVALUATION

Engineer will evaluate three alternatives for providing long-term wastewater treatment services. Each alternative will be evaluated based on capital costs, long-term operations and maintenance, reliability and redundancy, site impacts, community benefits/impacts, with the goal of identifying the best overall value solution.

Task 401: Alternative 1 – Modernize Existing Treatment Facility. Engineer will evaluate the required improvements to modernize the existing facility, to address:

- Nutrients. The results from Task Series 200 will be used as the basis for this alternative.
- Digestion. Improvements will address: 1) mechanical system upgrades at the existing control building, and 2) capacity expansion requirements by considering the re-use of an existing tank or constructing a new tank.
- Odor Control. Evaluate technology options for addressing odor sources at the plant.
- Phased Implementation. Develop a phased implementation plan to retire the trickling filters and build the recommended improvements.

Task 402: Alternative 2: New Treatment Facility. Engineer will develop a conceptual layout for a new wastewater treatment plant to establish the required land for the new facility. The new plant concept will be based on the selected nutrient reduction technology under Task 202, sidestream treatment, anaerobic digestion, UV disinfection, and land application. This alternative will also include a new pump station and conveyance pipeline to deliver wastewater flow to the new plant site. A generic treatment site location will be assumed for the purposes of cost estimating, a pipeline route will include assumptions required for a cost estimate but not detailed

routing. Engineer will provide a construction cost range based on engineering judgement and similar recently constructed U.S. facilities.

Task 403: Alternative 3 – Regionalization. Engineer will review the proposed pipeline alignment provided by the Owner to convey wastewater flow from Cedar Falls to the Waterloo Wastewater Treatment Plant. This concept assumes the Cedar Falls Water Reclamation Facility will be demolished and replaced by a new pump station.

The review will consist of identify potential design challenges with the proposed alignment, confirming the required pipeline diameter, and reviewing and updating the estimated construction cost estimate. The construction cost estimate will be based on dual pipelines to provide redundancy, a new pump station, and equalization storage needed during wet weather conditions.

TASK SERIES 500 – SUMMARY REPORT.

Task 501: Evaluate Funding Options. A summary of available capital project funding options such as SRF loans, sales tax, sewer user rates, TIF, revenue bonds, and development/impact fees. This includes a summary of advantages and disadvantages of each funding strategy as well as general requirements, if required, to qualify for each.

Task 502: Report. The evaluation will culminate in the development of the Wastewater Treatment Alternative Evaluation Report for the Nutrient Reduction Plan. The Report will summarize the technology option, condition assessment, alternative evaluation, estimated construction and life-cycle costs, funding options, and recommendations.

III. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in one of the items listed in the Basic Scope of Services described above will be classified as Supplemental Services. Supplemental services are not in the scope of work for this contract. These services will be performed at Owner's request with compensation adjustments. Supplemental services that Owner might choose to add to the scope of services include, but are not limited to, the following items.

1. General
 - a. Renderings or photo realistic drawings.
 - b. Additional meetings with local, State, or Federal agencies to discuss the project.
 - c. Additional appearances at public hearings.
 - d. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - e. Special consultants or independent professional associates requested or authorized by Owner.
 - f. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.

2. Conducting pilot plant studies and tests other than those specifically defined in Basic Scope of Services.
3. Support services in connection with public information activities.
4. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity, including additional conceptual design effort to evaluate additional treatment alternatives to meet future loadings or regulatory requirements.
 - b. Owner's schedule, design, or character of construction.
 - c. Method of financing.
 - d. Revision of previously accepted studies or reports when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

IV. OWNER'S RESPONSIBILITIES

Owner will furnish, as required by the additional Basic Services and not at the expense of the Engineer, the following items:

1. Updated plant operating data, maps, drawings, reports, records, manuals, equipment information and other data that are available in the Owner's files, which may be useful in the work involved under this contract.
2. Provide updated population projections.

Attachment B – Compensation

Owner: City of Cedar Falls, Iowa
Engineer: Black & Veatch Corporation
Project: Nutrient Reduction Strategy Report Update

For the Basic Services described in this Agreement the City agrees to pay Engineer on an ACTUAL COST NOT -TO-EXCEED BASIS with the upper limit as set forth herein. Total payments to Engineer for Basic Services defined in this Agreement shall not exceed One Hundred Fifty-Nine Thousand Seven Hundred Eighty Dollars (\$159,780), without further authorization. Billing rates plus reimbursable direct expenses shall be used as the basis for determining payments to the Engineer for the costs incurred by Engineer while providing the services described in this Agreement. Costs are, but not limited to, the salaries and benefits paid to employees engaged directly in providing the services, the firm's overhead, and profit. The billing rates are included in Schedule A of this Attachment B.

1. Reimbursable Direct Expenses Included in the Not-to-Exceed Fee. The following direct expenses are considered reimbursable and are included in the not-to-exceed amount:
 - 1.1 Travel, sustenance, and incidental costs incurred while traveling away from the Engineer's office.
 - 1.2 Use of motor vehicles on a per mile basis using federal GSA rate or rental-cost basis for travel.
 - 1.3 Reproduction costs of reports, drawings, specifications and other documents required as deliverables to Owner as part of the work.
 - 1.4 Postage and shipping charges for project-related materials.
 - 1.5 Hotel and room charges.

2. Reimbursable Direct Expenses Excluded from the Not-to-Exceed Fee. The following direct expenses are considered reimbursable, but are not included in the not-to-exceed amount:

2.1 Charges of special consultants requested by City.

2.2 Special insurance coverage requested by City, including the cost of naming the City as an additional insured, but only to the extent such cost exceeds the cost of Engineer's normal, pre-existing insurance coverages.

2.3 Local taxes or fees applicable to the engineering work or payments therefore.

2.4 Direct charges for review of drawings and specifications by government agencies, if any.

2.5 Cost of acquiring any other materials or services specifically for and applicable to only this project.

B. Supplemental Services

The maximum amount shown includes a total allowance amount of thirty thousand dollars (\$30,000) for Supplemental Services not yet authorized by the City that may be required throughout the course of work. For Supplemental Services to this Agreement, an amount equal to the Engineer's cost plus reimbursable direct expenses at cost and subcontract billings times a 1.05 multiplier. Each item of Supplemental Service shall be specifically authorized in writing by the City with a not-to-exceed cost established before the work is started. The amount billed for each item of Supplemental Service shall not exceed the amount established for it without further authorization. Additional amounts for supplemental services may be authorized in advance in writing by the City, if deemed necessary by the City, as the work progresses.

C. Monthly Payments

Monthly payments shall be made to the Engineer by the City based on Engineer's statement. The monthly statement shall contain the following:

1. Date and invoice number and project identification.

2. Employee's name and classification.

3. Hours worked.

4. Employee's billing rate.

5. Subcontractor's invoice amount.

6. Amount due this invoice.

7. Total paid to date.
8. Balance remaining.
9. Expense

The entire amount of each statement shall be due and payable upon receipt by City. Carrying charges of five (5) percent per annum from the billing date shall be due for accounts that are not paid within 60 days after the billing date.

It is understood and agreed that the not-to-exceed cost is based on the start of the services being authorized no later than May 1, 2019. If the start of Services is not authorized by the date given, it is understood and agreed that the not-to-exceed cost will be subject to adjustment by an amendment to this Agreement.

It is understood and agreed that Engineer shall keep records of costs and expenses on the basis of generally accepted accounting practice; records shall be available for inspection at reasonable times.

D. Billing Limits

1. Owner will not be obligated to reimburse Engineer for costs incurred in excess of the billing limits specified above, unless and until the Owner notifies the Engineer in writing that the billing limits have been increased, and has specified in such notice revised billing limits for the services in question. When and to the extent that the billing limits have been increased, any costs incurred by the Engineer, in excess of the billing limits prior to their increase shall be allowable to the same extent as if such costs had been incurred after the increase in the billing limits was approved.

**SCHEDULE A
OF
ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

BLACK & VEATCH CORPORATION
HOURLY BILLING RATE SCHEDULE FOR
CITY OF CEDAR FALLS, IOWA

**TREATMENT FACILITY EVALUATION AND DISINFECTION PROCESS
DEVELOPMENT**

Hourly Billing Rates Effective February 1, 2019 through February 1, 2020

JOB CLASSIFICATION	BILLING RATE
Project Director	\$280
Project Manager	\$240
QAQC Engineer	\$245
Sr. Engineer	\$235
Sr. Engineering Manager	\$220
Engineering Manager	\$180
Engineer – Level 4	\$190
Engineer – Level 3	\$135
Engineer – Level 2	\$115
Engineer – Level 1	\$105
Estimator	\$190
Senior Architect	\$230
Architect	\$180
BIM Administrator	\$170

Sr. Technician		\$125
Technician		\$105
Project Controls		\$130
Finance Support		\$125
Project Administration		\$105

The "Schedule A" hourly billing rates for an employee may be increased by the Engineer during the term of this Agreement a maximum of 5 percent annually when their actual salary rate is increased and the Owner received written notice. New employees may be added to the above list with prior approval of their classification and billing rate by the Owner.

End of Attachment B

Exhibit B

**Wastewater Treatment Alternative Evaluation
Cedar Falls, Iowa
City Project Number: TP-000-3210**

03-27-2019

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

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

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

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

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

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

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

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

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

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

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000 per claim and in the aggregate.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

Completion Checklist

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

Consultant
Project No. _____

Wastewater Treatment Alternative Evaluation
Cedar Falls, Iowa
City Project No. TP-000-3210

ITEM 16.

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability

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

Automobile:

\$1,000,000

(Combined Single Limit)

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

Standard Workers Compensation

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella:

\$3,000,000

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

Errors & Omissions:

\$1,000,000

Per claim and aggregate

Exhibit C

**Wastewater Treatment Alternative Evaluation
Cedar Falls, Iowa
City Project Number: TP-000-3210**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws

of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, or the United States District Court for the Northern District of Iowa. . The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that disputes may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled manner, in accordance with the degree of skill and care that is required by current, good and sound

Consultant _____
Project No. _____

Wastewater Treatment Alternative Evaluation
Cedar Falls, Iowa
City Project No. TP-000-3210

ITEM 16.

practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

Consultant
Project No. _____

Wastewater Treatment Alternative Evaluation
Cedar Falls, Iowa
City Project No. TP-000-3210

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Ben Claypool, Civil Engineer II, PhD, EI
DATE: September 10, 2019
SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
Project No. MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2020 for the continuing support, operation, and maintenance of the streamgauge site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgauge site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgauge site.

The streamgauge is known locally as the "river gauge" and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgauge is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgauge was budgeted for in the Engineering Services Budget.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

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

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations the operation and maintenance of one streamflow-gaging station and one wastewater diffuser cross-section survey on the Cedar River in Cedar Falls, IA, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2019 to September 30, 2020
- (b) \$9,530 by the party of the second part during the period October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001608
Agreement #: 20NEJFA10
Project #: NE009KT 001IC
TIN #: 42-60038591

ITEM 17.

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: ~~Chase Schrage~~ **DAVID WICKE**
~~Principal Engineer~~ **CITY ENGINEER**
Address: 220 Clay Street Engineering Division
Cedar Falls, IA 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: ~~Chase.Schrage@cedarfalls.com~~
DAVID.WICKE

USGS Billing Point of Contact

Name: Aaron Huse
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: ahuse@usgs.gov

Customer Billing Point of Contact

Name: ~~Chase Schrage~~ **DAVID WICKE**
~~Principal Engineer~~ **CITY ENGINEER**
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Cedar Falls, IA 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: ~~Chase.Schrage@cedarfalls.com~~
DAVID.WICKE

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Acting
Dir.

Signature
By [Signature] Date: 8/28/19
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures
By [Signature] Date: 9/10/19
Name: **DAVID WICKE**
Title: **CITY ENGINEER**

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001608
Agreement #: 20NEJFA10
Project #: NE009KT 0011C
TIN #: 42-60038591

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Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

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Cedar Falls, IA 50613
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Email: ~~Chase.Schrage@cedarfalls.com~~
DAVID.WECHE

USGS Billing Point of Contact


Name: Aaron Huse
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: ahuse@usgs.gov

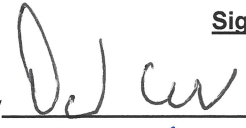
Customer Billing Point of Contact

Name: ~~Chase Schrage~~ **DAVID WECHE**
~~Principal Engineer~~ **CITY ENGINEER**
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Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: ~~Chase.Schrage@cedarfalls.com~~
DAVID.WECHE

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Acting for
By  Signature Date: 8/28/19
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures
By  Date: 9/10/19
Name: **DAVID WECHE**
Title: **CITY ENGINEER**

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Cedar Falls

Attachment for 20NEJFA103

10/1/2019 to 9/30/2020

ITEM 17.

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
05463050 Cedar River at Cedar Falls, IA			
Full Range Streamflow Station	\$5,760	\$8,640	
Waste water cross-section survey		\$890	\$15,290
	Total:	\$9,530	\$15,290
	GRAND TOTAL:	\$5,760	\$9,530
			\$15,290



DEPARTMENT OF PUBLIC WORKS

ITEM 18.

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5161
FAX 319-268-5197

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: September 12, 2019

RE: 2019 Sidewalk Assessment Project, Zone 2
Project No. SW-000-3164
Contract Documents

Attached for your approval are the Contract, Bid Tab, Contractor's Bond, and Certificate of Liability Insurance from Feldman Concrete for the construction of the 2019 Sidewalk Assessment Project.

The Department of Public Works recommends approving and executing the contract with Feldman Concrete for the construction of the 2019 Sidewalk Assessment Project for Zone 2. This project will repair deficient sidewalk adjacent to property owners and assess the cost of repair to the property owner.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and PRESIDENT of FELDMAN CONCRETE, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 SIDEWALK ASSESSMENT PROJECT, Project No.SW-000-3164 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 5th day of August, 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3164 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond

- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Bruce G. Feldman
 Bruce Feldman, Owner
 Feldman Concrete
 29888 Prier Rd
 Dyersville, IA 52040

CITY OF CEDAR FALLS, IOWA

By _____
 James P. Brown, Mayor

Attest: _____
 Jacqueline Danielsen, MMC
 City Clerk



CERTIFICATE OF LIABILITY INSURANCE

9/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: TRICOR, Inc. - Dubuque; CONTACT NAME: TRICOR, Inc.; PHONE: (563) 556-5441; FAX: (608) 723-6440; INSURED: Bruce Feldman dba Feldman Concrete; INSURER A: Acuity; NAIC #: 14184

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Equip Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project: 2019 Sidewalk Assessment Project, Project No. SW-000-3164

CERTIFICATE HOLDER: City of Cedar Falls; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

control is being exercised for any purpose by;

you, any of your *employees, volunteer workers*, any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

- b. Any person (other than your *employee or volunteer worker*) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage does not apply to *bodily injury or property damage* that occurred before you acquired or formed the organization; and
- c. Coverage does not apply to *personal and advertising injury* arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or *suits* brought; or
 - c. Persons or organizations making claims or bringing *suits*.
- 2. The most we will pay for the sum of all damages because of all:
 - a. *Bodily injury, property damage* and medical expenses arising out of any one *occurrence*; and
 - b. *Personal and advertising injury* sustained by any one person or organization;

is the Liability and Medical Expenses Limit shown in the Declarations. But the most we will pay for all medical expenses because of *bodily injury* sustained by any one person is the Medical Expenses Limit shown in the Declarations.
- 3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.

4. Aggregate Limits

- a. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for injury or damage under the *products-completed operations hazard* arising from all *occurrences* during the policy period.
- b. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages because of all:
 - (1) *Bodily injury, property damage* and medical expenses arising from all *occurrences* during the policy year. This limit applies separately to:
 - (a) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and
 - (b) Each of your projects away from a location owned by or rented to you; or
 - (2) *Personal and advertising injury* arising out of all offenses committed during the policy period.



The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be

ACUITY ENHANCEMENTS - LIABILITY COVERAGES

CB-7268(8-15)

This endorsement modifies insurance provided under the following:

BIS-PAK® BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

A. Increased Bail Bond Amount

Paragraph 1f(1)(b) under Liability and Medical Expenses Coverages is replaced by the following:

- (b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for *bodily injury* applies. We do not have to furnish these bonds.

B. Increased Reasonable Expenses Incurred by Insured

Paragraph 1f(1)(d) under Liability and Medical Expenses Coverages is replaced by the following:

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or *suit*, including actual loss of earnings up to \$350 a day because of time off from work.

C. Newly Acquired Organizations

Paragraph 3a under Who Is An Insured is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion do not apply to *property damage* (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of property damage to any one premises is \$10,000. A \$250 deductible applies.

E. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Occurrence, Offense, Claim or Suit Condition:

Knowledge of an *occurrence*, offense, claim or *suit* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, *executive officers*, directors, managers, members or a person who has been designated by them to receive reports of *occurrences*, offenses, claims or *suits* shall have received such notice from the agent or *employee*.

F. Broadened Bodily Injury

The definition of *bodily injury* is amended to include mental anguish.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition in the Bis-Pak® Common Policy Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject Liability coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under 2 Applicable to Liability Coverage in the Bis-Pak® Common Policy Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

I. Electronic Data Liability

1. Exclusion 1s is replaced by the following:

This insurance does not apply to:

- s. Access or Disclosure of Confidential or Personal Information and Data-related Liability

- (1) Damages, other than damages because of *personal and advertising injury*, arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages

WAIVER OF GOVERNMENTAL IMMUNITY

CB-7381(8-13)

This endorsement modifies insurance provided under the following:

BIS-PAK® LIABILITY AND MEDICAL EXPENSES
COVER AGE FORM

We will waive both in the adjustment of claims and in the defense of *suits* against the insured, any

governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work

under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

CITY OF CEDAR FALLS

4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule is the owner of the described building, in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment

- made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenant's improvements and betterments with you, unless the lease provides otherwise.

SCHEDULE

Premises Number	Building Number	Description of Property
001	001	
001	001	

Premises Number	Building Number	Loss Payee (Name and Address)	Loan Number	Applicable Clause
001	001			
001	001			

ADDITIONAL INSURED - COMPLETED OPERATIONS SCHEDULED - PRIMARY (OWNERS, LESSEES OR CONTRACTORS)

CB-7244(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Who Is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury or property damage* caused,

in whole or in part, by *your work* at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the *products-completed operations hazard*.

The insurance provided by this endorsement is primary and noncontributory.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location and Description of Completed Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - PRIMARY

CB-7247(3-11)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

- 1. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated below.
- 2. The insurance provided by this endorsement is primary and noncontributory.

- 3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to *bodily injury or property damage* occurring after:

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location(s) of Covered Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC589808

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the “Contractor” or “Principal” and Merchants Bonding Company (Mutual) as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **One Hundred Fifty-Five Thousand One Hundred and Seventy Dollars and Forty-One Cents (\$155,170.41)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 3rd day of September, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 Sidewalk Assessment Project Project SW-000-3164

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SW-000-3164

Witness our hands, in triplicate, this 4th day of September, 2019.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Feldman Concrete
Contractor

By: Bruce J. Feldman
Signature
Owner

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

By: Kim Hess
Signature Attorney-in-Fact Officer

City, State, Zip Code

Kim Hess
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Tricor
Company Name

FORM APPROVED BY:

600 Star Brewery Drive Ste 110
Company Address

Attorney for Owner

Dubuque, IA 52001
City, State, Zip Code

563-556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kim Hess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

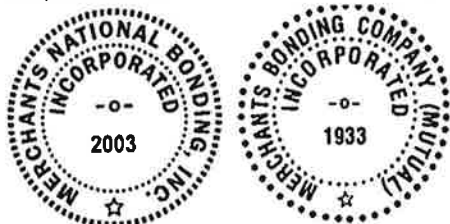
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of September, 2019.

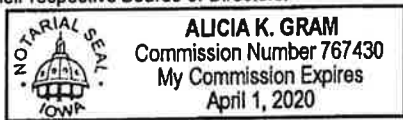


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 4th day of September, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

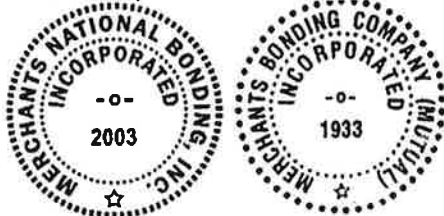


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of September, 2019.



William Warner Jr.
Secretary

**FORM OF PROPOSAL
2019 SIDEWALK ASSESSMENT PROJECT
PROJECT NO. SW-000-3164
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that FELDMAN CONCRETE have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2019 SIDEWALK ASSESSMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Item Code	Description	Item Quantity and Units	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	7030-108-A-0	Remove Sidewalk, P.C.C.	1980.9 Square Yards	20	25	40,113	23
2	7030-108-E-0	Sidewalk ,P.C.C., Class "C", 4-Inch	1795.4 Square Yards	47	25	84,832	65
3	7030-108-E-0	Sidewalk , P.C.C., Class "C", 6-inch	185.5 Square Yards	51	75	9,599	63
4	2010-108-D-3	Topsoil, Furnish and Spread	79.65 Cubic Yards	75	00	5,973	75

5	9010-108-A-0	Seeding, Fertilizing, and Mulching	6434.1 Square Feet	1	50	9,651	15
6	8030-108-A-0	Traffic Control	1.0 Lump Sum			5,000	00
			Total Bid			155,170	41

155,170.41

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% in the form of 10% Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder 29888 PIER RD.

Official Address Dyersville, IA. 52040

By Bowl & Feldman
Title OWNER

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: September 12, 2019

SUBJECT: Supplemental Agreement No. 1A
Clapsaddle Garber Associates, Inc.
Gateway Business Park
Construction Related Services

The City of Cedar Falls entered into a Professional Services Agreement with Clapsaddle-Garber Associates (CGA) on June 4th, 2018 for construction related services.

The Engineering Division requests approval of the attached Supplemental Agreement No. 1A for the additional construction related engineering services on the Gateway Business Park.

In accordance with subdivision chapter of the City Code, Section 24-5.2 - Inspection states that "all improvements shall be inspected to ensure compliance with the requirements of this ordinance. The cost of such inspection shall be borne by the subdivider, and shall be the actual cost of the inspection to the city." The cost of the construction related services under this agreement will be billed to the developers.

The Engineering Division requests your consideration and approval of the Supplemental Agreement No. 1A with Clapsaddle-Garber Associates, Inc. for construction related engineering services during the construction of the public improvements for the 2019 construction season. If you have any questions or comments feel free to contact me.

att

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



DEPARTMENT OF DEVELOPMENTAL SERVICES

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Administration Division ♦ Community Services Division ♦ Planning Division
Phone: 319-273-8606 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

Supplemental Agreement No. 1A

2018 Construction Observation and Testing Services Agreement for Gateway Business Park, Cedar Falls, Iowa

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Clapsaddle-Garber Associates (Consultant), of Marshalltown, Iowa, dated June 4, 2018 for construction observation and testing services; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to increase the original not to exceed amounts of the Professional Services Agreement outlined above,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. Gateway Business Park construction period was assumed to be 20 weeks, with approximately 20 hours of construction observation per week. Construction began in June 2018. Estimated additional construction observation from 7/14/2019 to project completion is 175 hours, not including expenses.
- B. All other services listed in the Scope of Service shall be provided as originally presented in the Professional Services Agreement dated June 4, 2018.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed.

- A. Total compensation for Gateway Business Park is an increase in the not to exceed fee of \$12,250.00.

- III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated June 4, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: _____ 

Printed Name: _____

Printed Name: Adam C. Daters

Title: _____

Title: Project Manager

Date: _____

Date: August 27, 2019

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: September 12, 2019

SUBJECT: Professional Service Agreement
University Avenue Traffic Counts
Project No. EN-000-3211

The City of Cedar Falls has completed its final stages of University Avenue. Upon completion of this project, traffic will be analyzed in the corridor. The previous traffic analysis in this corridor was performed in 2015.

Attached please find the Professional Service Agreement for the 2019 University Avenue Traffic Counts Project. The Agreement is for the collection of traffic counts from the completed University Avenue Reconstruction Project from Highway 58 to the east City limits. The agreement request is for the data collection of turning movements, Average Daily Traffic (ADT) counts, and a memo summarizing of the data collected.

The cost of this project falls under our Capital Improvements Program, No. 83, and will be funded by the Street Construction Fund.

The Engineering Division requests approval of the attached Professional Services Agreement with Foth Infrastructure and Environment, LLC. for the University Ave Traffic Counts.

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

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


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**2019 Traffic Counts-University Avenue
 Cedar Falls, Iowa
 City Project Number EN-000-3211**

This Agreement is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of

contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. **COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Fourteen thousand dollars (\$14,000.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. **OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. **MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between

receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____
City of Cedar Falls

By:  _____
Foth Infrastructure & Environment, LLC

Printed Name: _____

Printed Name: Aaron Moniza

Title: _____

Title: Senior Client Manager

Date: _____

Date: 9/11/19

Exhibit A

**2019 Traffic Counts-University Avenue
Cedar Falls, Iowa
City Project Number EN-000-3211**

8/1/19

SCOPE OF SERVICES

*** This document outlines the scope of services specific for 2019 Traffic Counts-University Avenue Project. The term “CONSULTANT” as used in this document shall be defined as the design contractor (Foth Infrastructure & Environment, LLC) that will be performing work for the City of Cedar Falls under contract, hereinafter, the “CITY”, under contract.

A. Project Description
2019 Traffic Counts-University Avenue

B. General Scope of Work
The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following scope of services for the project.

The project consists of collecting intersection turning movement counts and corridor average daily traffic (ADT) counts at specified locations. A memo summarizing the data collected will be compiled.

Data Collection-Traffic Counts

The Consultant will complete the following data collection activities.

Task 1 – Turning Movement Counts
Process 8 hours with pedestrians and bicyclists

Turning movement counts will be collected at the following four roundabout intersections (2 cameras per intersection):

- University Avenue & Waterloo Road
- University Avenue & Holiday Road
- University Avenue & Boulder Drive
- University Ave & NB 58 Ramps

Task 2 – ADT Counts
Data will be collected with two (2) side-fire radar units per 4 lanes. Corridor ADT counts will be collected at the following corridor segments:

- Dallas – Tucson
- Hillcrest – McClain
- Veralta – Bicentennial
- Cedar Heights – Terrace

Task 3 – Summary Memo

The Consultant will prepare a memo summarizing the traffic data collected. The memo will also compare the 2019 traffic counts to the previous traffic count data collected in 2014 at the same locations.

C. Schedule

Data Collection	September 2019
Summary Memo	October 2019

D. Deliverables

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the City:

- Traffic Count Summary Memo

E. Contingency

If at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the City's Project Manager in writing and describe what costs are causing the overage and the reason. The Consultant shall not exceed the estimated actual costs without prior written approval from the City's Project Manager and Contract Administer.

Items that may cause the need to utilize the Contingency include but are not necessarily limited to the following: Design changes, unanticipated field conditions (e.g. unknown utility conflicts), increases in scope item quantities beyond those listed herein, plan and/or propriety equipment changes, Contractor changes, nonperformance by subconsultants, etc.

F. Additional Services

No additional services are included at this time. If requested, additional services may be added as extra work by Supplemental Agreement.

Exhibit B

**2019 Traffic Counts-University Avenue
Cedar Falls, Iowa
City Project Number EN-000-3211**

8/1/19

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

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

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

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

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

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

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

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

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

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

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

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.

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

Completion Checklist

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

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

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

Standard Workers Compensation

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

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

Exhibit C

**2019 Traffic Counts-University Avenue
Cedar Falls, Iowa
City Project Number EN-000-3211**

8/1/19

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: September 12, 2019

SUBJECT: Fiber Optic License Agreement
ARVIG Enterprises, Inc.
Cedar Heights Drive

Enclosed is a proposed License Agreement between the City of Cedar Falls and ARVIG Enterprises Inc. to install a long distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend services owned by Verizon Communications Inc. along Cedar Heights Drive and Greenhill Road.

The proposed License Agreement follows the terms and conditions set forth in previous agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

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

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and ARVIG Enterprises Inc., whose address is 160 Second Street Southwest, Parham, MN 56573, hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system shall include all equipment owned, operated, leased or subleased in connection with the operation of long distance telecommunication systems, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, in order to connect one (1) cellular telecommunication tower owned by Verizon Communications Inc., located in the City of Cedar Falls, Iowa, and to connect to another cellular telecommunication tower owned by Verizon Communications Inc., located in the adjacent city of Waterloo, Iowa, along that certain route, generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 15,569 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate

license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one and one quarter (1.25") inch High Density Polyethylene ("HDPE") with forty-eight (48) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 17th day of September, 2019, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$4,000.00, payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$400.00 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City

right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:
- a. Licensee ceases to do business in the State of Iowa; or
 - b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
 - c. The end of the economic life of Licensee's System and the need for its replacement; or
 - d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City

right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and

the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "C," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or

- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall

not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Community Development Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa
Attn: City Clerk
220 Clay Street
Cedar Falls, IA 50613

If to Licensee: ARVIG Enterprises Inc.
160 2nd Street SW
Parham, MN 56573

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 9th day of September, 2019.

Arvig Enterprises
By Andrew Klinnert

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown

LICENSEE

ATTEST:

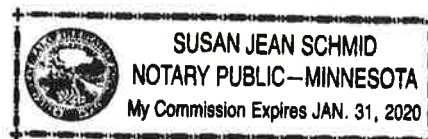
Jacqueline Danielsen, MMC, City Clerk

STATE OF Minnesota)
COUNTY OF Ottawa)

This instrument was acknowledged before me on September 9th, 2019,
by Andrew Klinnert, the Director of Operations of Arvig Enterprises.

Susan Jean Schmid
Notary Public in and for said State

My Commission Expires:
Jan 31, 2020



STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2019,
by James P. Brown, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the
City of Cedar Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

EXHIBIT A

Text description of alignment for Arvig Orchard Hill fiber optic cable installation

Commencing at the Cedar Falls/Waterloo line along west side of Deere Rd/Cedar Heights Dr at our stationing 0+00, 54' from CL west of Cedar Heights Dr, vibratory plow in a northerly direction of (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 0+32, 54' from CL at station 1+19, 55' from CL at station 1+84, 56' from CL at station 3+88, 57' from CL at station 4+87, 56' from CL at station 5+90, 43' from CL at station 6+88, 42' from CL at station 7+88, 40' from CL at station 8+88, 37' from CL at station 9+81, 33' from CL at station 10+28, 34' from CL at station 10+61, 32' from CL a bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the west side of Cedar Heights Drive at station 10+61, 32' from CL a bore pit (5'x8'x5') will be placed (and restored), a directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 48" crossing the John Deere PEC entrance to station 11+95, 43' from CL a bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the west side of Cedar Heights Drive at station 11+95, 43' from CL a bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 12+85, 45' from CL at station 13+36, 46' from CL 4' radius turn to station 13+51. 41' from CL 4' radius turn to station 13+84, 40' from CL 4' radius turn to station 41+01, 45' from CL 4' radius turn to station 14+91, 44' from CL at station 15+86, 48' from CL at station 16+90, 62' from CL at station 17+89, 64' from CL at station 18+84, 64' from CL at station 20+89, 63' from CL at station 21+22, 61' from CL bore pit (5'x8'x5') with hand hole added at restoration.

Continuing in a northerly direction on the west side of Cedar Heights Drive at station 21+22, 61' from CL bore pit (5'x8'x5') with hand hole added at restoration; a directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 48" crossing the John Deere PEC secondary entrance and crossing box culvert to station 21+75, 63' from CL 30' radius turn to station 23+16, 98' from CL 30' radius turn to station 23+88, 87' from CL at station 25+16, 68' from CL at station 25+47, 61' from CL bore pit (5'x8'x5') with hand hole added at restoration.

Continuing in a northerly direction on the west side of Cedar Heights Drive at station 25+47, 61' from CL a bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 25+87, 62' from CL at station 26+88, 61' from CL at station 27+88, 60' from CL at station 28+88, 59' from CL at station 29+87, 58' from CL at station 30+88, 58' from CL at station 31+88, 56' from CL at station 32+80, 55' from CL at station 36+85, 56' from CL at station 38+82, 57' from CL at station 39+80, 58' from CL 4' radius turn to station 40+10, 71' from CL 4' radius turn to station 40+83, 69' from CL at station 41+83, 68' from CL at station 42+84, 67' from CL at station 43+88, 66' from CL at station 44+87, 68' from CL at station 45+85, 68' from CL at station 48+88, 67' from CL at station 50+83, 62' from CL at station 51+78, 55' from CL at station 52+42, 49' from CL 4' radius turn to station 52+89, 51' from CL at station 53+57, 49' from CL bore pit (5'x8'x5') will be placed (and restored).

Turning easterly at station 53+57, 49' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" crossing Cedar Heights Drive to station 54+87, 72' from CL bore pit (5'x8'x5') with hand hole added at restoration.

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 54+87, 72' from CL bore pit (5'x8'x5') with hand hole added at restoration; vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 55+81, 78' from CL at station 56+85, 81' from CL at station 57+20, 77' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 57+20, 77' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 48" crossing existing gas main at a minimum of 2' below at station 57+46, 77' from CL at station 58+45, 61' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northeasterly direction on the south east side of Cedar Heights Drive at station 58+45, 61' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 58+78, 77' from CL at station 60+16, 82' from CL at station 60+75, 81' from CL at station 62+84, 82' from CL at station 63+86, 79' from CL at station 64+15, 79' from CL 4' radius turn to station 65+13, 79' from CL at station 65+93, 57' from CL at station 66+89, 53' from CL at station 67+88, 57' from CL at station 69+05, 58' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northeasterly direction on the east side of Cedar Heights Drive at station 69+05, 58' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" crossing Prairie Street, box culvert, 21" R.C.P., and 16" force main at station 69+77, 64' from CL a 30' radius turn to station 69+88, 64' from CL at station 71+00, 70' from CL a 30' radius turn to station 71+16, 70' from CL at station 72+20, 76' from CL a 30' radius turn to station 72+61, 74' from CL to station 73+74, 62' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northeasterly direction on the east side of Cedar Heights Drive at station 73+74, 62' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" at station 73+94, 60' from CL at station 74+95, 45' from CL at station 75+54, 39' from CL a 30' radius turn to station 75+78, 45' from CL a 30' radius turn to station 76+49, 50' from CL bore pit (5'x8'x5') will be placed (and restored).

Turning in a northerly direction on the east side of Cedar Heights Drive at station 76+49, 50' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" at station 76+93, 48' from CL at station 77+11, 44' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 77+11, 44' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 48" at station 78+91, 43' from CL at station 84+91, 44' from CL at station 88+58, 42' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 88+58, 42' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 48" crossing three driveways at 4710 Cedar Heights Drive at station

88+91, 44' from CL at station 90+91, 45' from CL at station 91+28, 43' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 91+28, 43' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 91+91, 45' from CL at station 92+91, 46' from CL at station 93+90, 47' from CL at station 94+91, 48' from CL at station 95+92, 47' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 95+92, 47' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 48" crossing driveway at 4616 Cedar Heights Drive at station 96+71, 48' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing in a northerly direction on the east side of Cedar Heights Drive at station 96+71, 48' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 97+08, 51' from CL at station 98+16, 52' from CL at station 98+89, 49' from CL bore pit (5'x8'x5') with hand hole added at restoration.

Turning westerly on east side of Cedar Heights Drive at station 98+89, 49' from CL bore pit (5'x8'x5') with hand hole added at restoration; directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth of 60" crossing Cedar Heights Drive to station 100+04, 64' from CL bore pit (5'x8'x5') will be placed (and restored).

Turning northerly on west side of Cedar Heights Drive at station 100+04, 64' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth of 60" at station 100+81, 59' from CL bore pit (5'x8'x5') will be placed (and restored).

Turning northwesterly on west side of Cedar Heights Drive and south side of E. Greenhill Road at station 100+81, 59' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth of 60" at station 101+51, 75' from CL on E. Greenhill Road bore pit (5'x8'x5') will be placed (and restored).

Turning westerly on the south side of E. Greenhill Road at station 101+51, 75' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth of 60" at station 102+10, 82' from CL at station 103+10, 89' from CL at station 104+10, 100' from CL at station 105+11, 112' from CL at station 105+76, 120' from CL at station 106+00, 121' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 106+00, 121' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" crossing box culvert, 16" forced main, and 21" R.C.P at station 107+10, 125' from CL at station 107+51, 98' from CL at station 108+10, 126' from CL at station 109+04, 124' from CL at station 109+70, 123' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 109+70, 123' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct

at minimum depth of 60" crossing Green Creek Rd at station 110+92, 123' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 110+92, 123' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 111+43, 126' from CL 4' radius turn to station 111+68, 121' from CL at station 112+78, 101' from CL at station 113+66, 85' from CL 4' radius turn to station 114+07, 85' from CL to station 116+80, 86' from CL at station 119+78, 87' from CL at station 124+26, 85' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 124+26, 85' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" crossing sidewalk from the parking lot at 4520 E. Greenhill Road at station 124+75, 85' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 124+75, 85' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 125+08, 88' from CL at station 126+66, 85' from CL bore pit (5'x8'x5') will be placed with hand hole added at restoration.

Continuing westerly on the south side of E. Greenhill Road at station 126+66, 85' from CL bore pit (5'x8'x5') will be placed with hand hole added at restoration, directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" crossing Rownd Street at station 127+39, 107' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 127+39, 107' from CL bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" at station 128+04, 105' from CL at station 128+94, 100' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 128+94, 100' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 129+05, 103' from CL at station 129+78, 101' from CL at station 131+11, 99' from CL at station 131+44, 99' from CL 4' radius turn to station 132+05, 92' from CL at station 133+07, 81' from CL at station 133+46, 78' from CL 4' radius turn to station 133+82, 78' from CL at station 134+78, 78' from CL at station 136+77, 79' from CL at station 139+40, 77' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 139+40, 77' from CL, bore pit (5'x8'x5') will be placed (and restored), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth of 60" crossing Oster Parkway at station 141+09, 80' from CL at station 141+21, 78' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 141+21, 78' from CL bore pit (5'x8'x5') will be placed (and restored), vibratory plow (1) 1.25" HDPE and 48F at a minimum depth of 42" at station 141+76, 80' from CL at station 145+80, 81' from CL at station 146+42, 81' from CL 4'

radius turn to station 164+78, 87' from CL at station 147+76, 103' from CL at station 148+43, 115' from CL 4' radius turn to station 148+82, 115' from CL at station 149+79, 116' from Cl at station 150+78, 117' from Cl at station 153+79, 118' from CL at station 154+16, 115' from CL bore pit (5'x8'x5') will be placed (and restored).

Continuing westerly on the south side of E. Greenhill Road at station 154+16, 115' from CL bore pit (5'x8'x5') will be placed (and restored,), directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" crossing driveway for 1405 Greenhill Road at station 155+73, 115' from CL bore pit (5'x8'x5') will be placed with hand hole added at restoration.

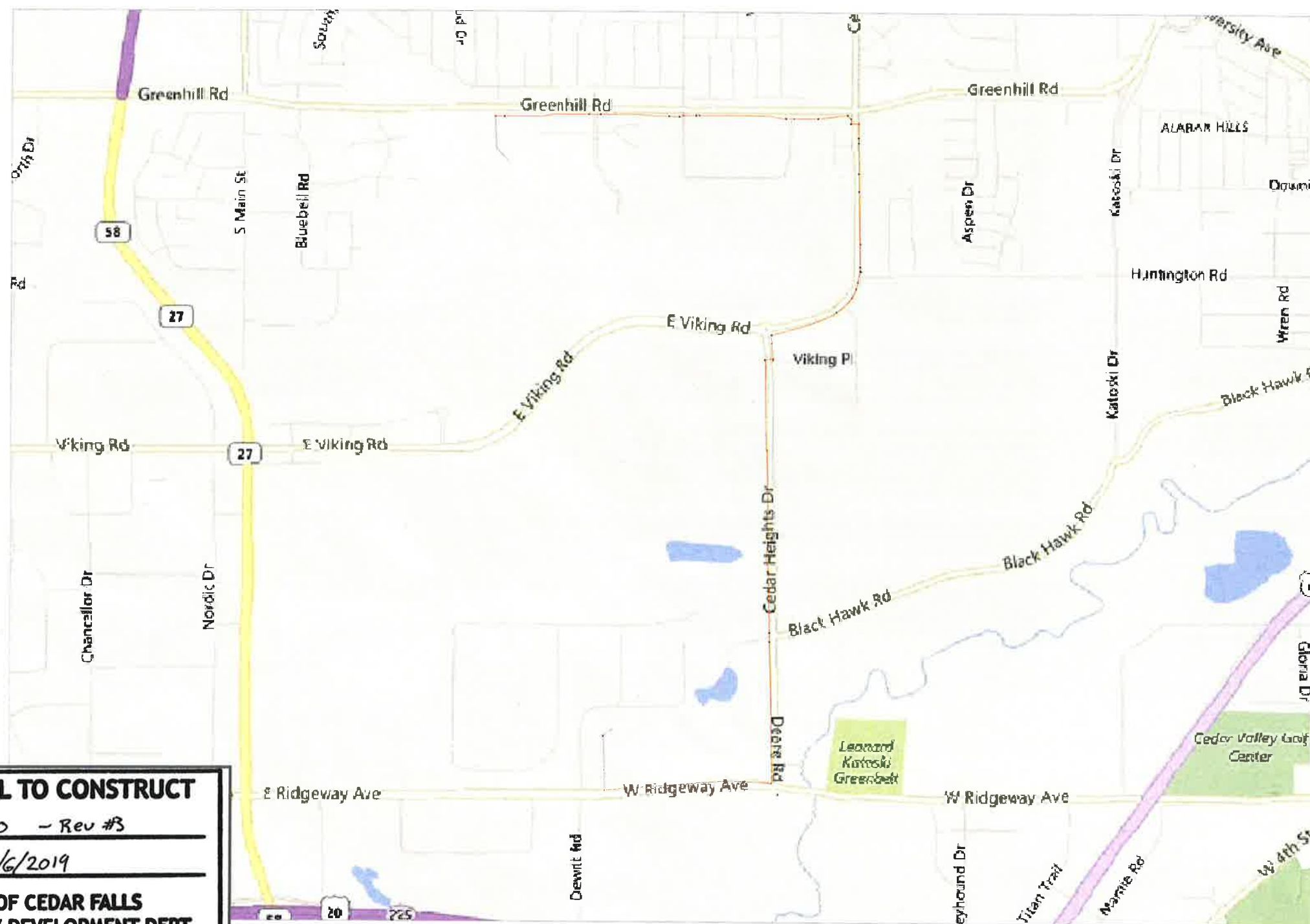
Turning southerly on the south side of E. Greenhill Road at station 155+73, 115' from CL bore pit (5'x8'x5') will be placed with hand hole added at restoration; directional bore (1) 48F fiber pulled through (1) 1.25" HDPE duct at minimum depth 60" at station 155+73, 125' from CL leaving right of way to an existing hand hole in utility easement.

Continuing southerly on the south side of E. Greenhill Road at station 155+73, 125' from CL from existing hand hole approximately 747' of (1) 48F fiber pulled through existing duct in utility easement.

The owner of the fiber will be:

Arvig Enterprises Inc
160 2nd St SW
Perham, MN 56573
Andy Klinnert – Director of Network Operations

Verizon Orchard Hill



Not To Scale

Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19

Construction Totals	Total
Route Footage	21006
Total Underground	21006
Total Aerial	0
Underground (New)	19244
Aerial (New)	0
Overpull (Ex Duct)	1762
Overlash (Ex Strand)	0
Plow	15443
Bore	3801
New Vaults	7
New Peds	0

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 Perham, MN 218-346-3600
TrustCompass.com

APPROVAL TO CONSTRUCT

No. 68030 - Rev #3

Dated 9/6/2019

CITY OF CEDAR FALLS
 COMMUNITY DEVELOPMENT DEPT.
 ENGINEERING DIVISION

By *Matthew Odum*

E Greenhill Rd



Not To Scale

Route	
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 6-12-19

General Notes:

1. THE CONTRACTOR SHALL COMPLY WITH ALL COMPANY POLICIES AND PROCEDURES AND ALL REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF THE COMPASS CONSULTANTS AND A COPY SHALL BE AVAILABLE AT ALL TIMES AT THE CONSTRUCTION SITE. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENTS OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES.
2. CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENT SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL (AND ACCEPTABLE).
3. MISCELLANEOUS STRUCTURES AND OBSTRUCTIONS SUCH AS SIGN POSTS, MAIL BOXES, METER BOXES, ETC., SHALL BE AVOIDED OR REMOVED AND REINSTALLED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL RETURNED CONDITIONS ARE EQUAL TO OR BETTER THAN THE ORIGINAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE OF STREETS AND OTHER UTILITIES AFFECTED BY CONSTRUCTION OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND ALL PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. THE CITY ENGINEER OF THE CITY OF CEDAR FALLS WILL REVIEW ALL PROPOSED DISPOSAL SITES, PRIOR TO THEIR USE, TO DETERMINE ACCEPTABILITY.
5. THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENT, UTILITIES, FOLIAGE AND ADJOINING PROPERTY AND STRUCTURES OUTSIDE OF RIGHT-OF-WAY AND TO AVOID DAMAGE THERETO.
6. THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - A. THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - B. DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - C. IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEERING DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES, AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
7. WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY THE ARVIG ENTERPRISES INC. OR THE CEDAR FALLS CITY ENGINEER. SUPPLEMENTAL SIGNS, FLAG PERSON(S) AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED, AT ANY TIME, OR OPEN OVERNIGHT.
8. TRENCHES IN PAVED AREAS SHALL BE SAW CUT TO THE FULL DEPTH OF THE PAVEMENT AS REQUIRED BY THE PERMITTING AUTHORITY. PAVED SURFACES SHALL BE REPAIRED IN ACCORDANCE WITH THE PERMITTING AUTHORITY'S SPECIFICATIONS (CURRENT SUDAS) AND THE CURRENT SUPPLEMENTAL SPECIFICATIONS TO THEM.
9. THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION, AND/OR RESTORATIONS ON THIS PROJECT.
10. RIGHT-OF-WAY RESTORATION AND STREET/SIDEWALK REPAIR/REPLACEMENT SHALL BE IN COMPLIANCE WITH LOCAL PERMITTING AUTHORITY.
11. FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.
12. FOR ALL DITCHLINES AND PRIVATE DRIVEWAYS, ALL CABLES SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-EIGHT (48") INCHES BELOW DITCHLINES AND PRIVATE DRIVEWAYS.
13. INNERDUCTS CONTAINING CABLE SHALL BE SEALED AT TERMINATION POINTS USING RUBBER PLUGS AND COMPRESSION BANDS. VACANT INNERDUCTS OR CONDUIT RUNS SHALL BE SEALED AT TERMINATION POINTS WITH RUBBER PLUGS EQUIPPED WITH A PULL LINE ATTACHMENT RING ON WHICH TO TERMINATE THE PULL LINE. APPROPRIATE SEALANT COMPOUND SHALL BE USED TO SEAL ANY GAP'S
14. WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT OR ANY OTHER INSTALLATION, A MARKER TAPE SHALL BE PLACED EIGHTEEN (18") INCHES BELOW EXISTING SURFACE OR BELOW PROPOSED FINISH GRADE WHICHEVER IS APPLICABLE, DIRECTLY IN VERTICAL LINE ABOVE THE FIBER OPTIC CABLE OR DUCT OR ANY OTHER INSTALLATION BEING PLACED AT THE MINIMUM DEPTH OF FORTY-TWO (42") INCHES.
15. BRUSHING AND TRIMMING SHALL BE DONE AS REQUIRED. BRUSH, BRANCHES, AND REFUSE FROM CLEARING OPERATIONS SHALL BE IMMEDIATELY REMOVED FROM THE VICINITY OF THE RIGHT-OF-WAY.
16. IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST FORTY-EIGHT (48HRS.) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAY, AND LEGAL HOLIDAYS.) CONTRACTOR SHALL CAREFULLY HAND DIG WITHIN THE TWENTY-FOUR (24") INCH SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
17. CONTACTS FOR THIS PROJECT:

PERMIT AUTHORITIES AND UTILITIES:
 IOWA ONE-CALL (1-800-292-8989) (811 LOCAL ACCESS)
 IOWA DEPARTMENT OF TRANSPORTATION (I.D.O.T.)
 CONSTRUCTION COORDINATOR
 Dan Mackey: (1-691-422-9455)

BLACK HAWK COUNTY, IOWA
 CONSTRUCTION COORDINATOR:
 Ryan Brennan: (1-319-833-3008) Permit not Needed

IOWA DNR PERMIT 16940:
 SOVEREIGN LANDS SECTION
 Seth Moore (1-515-725-8464)

IOWA DNR PERMIT 48089:
 FLOOD PLAINS SECTION
 (1-866-849-0321)

CITY OF CEDAR FALLS (1-319-273-8600)
 CITY ENGINEERING DIVISION
 (1-319-268-5161)

CITY OF CEDAR FALLS (1-319-273-8600)
 CITY ENGINEERING REPRESENTATIVE:
 (Matthew Tolsan; 1-319-268-5164)
 OR
 (CHASE SCHRAGE; 1-319-268-5170)
 CEDAR FALLS UTILITIES (C.F.U.) (1-319-266-1761)
 (Jerald Lukensmeyer: 1-319-268-5330)

OTHER:
 ARVIG ENTERPRISES INC. ANDY KLINNERT:
 DIRECTOR OF NETWORK OPERATION
 (Andy Klinnert: 1-218-346-8247)


AEI CONSTRUCTION (ARVIG)
 STEVE MALIKOWSKI CONSTRUCTION SUPERINTENDANT
 (Steve Malikowski: 1-218-346-8111)

APPROVAL TO CONSTRUCT

CITY OF CEDAR FALLS
COMMUNITY DEVELOPMENT DEPT.
ENGINEERING DIVISION

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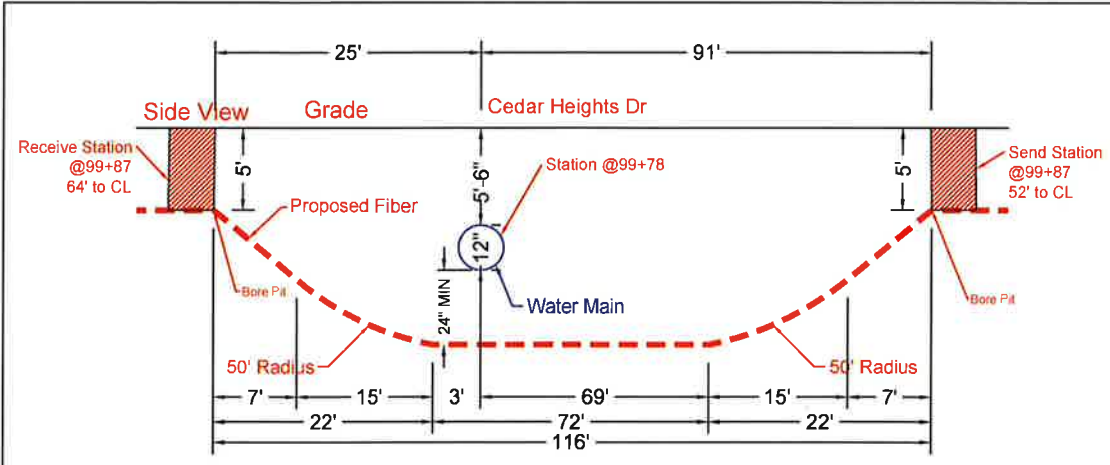
Not To Scale

Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030

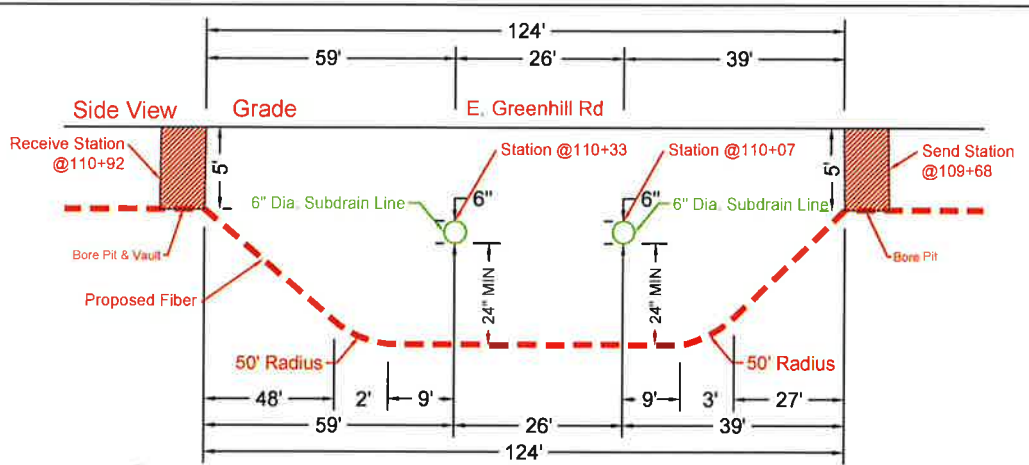


TRACKING

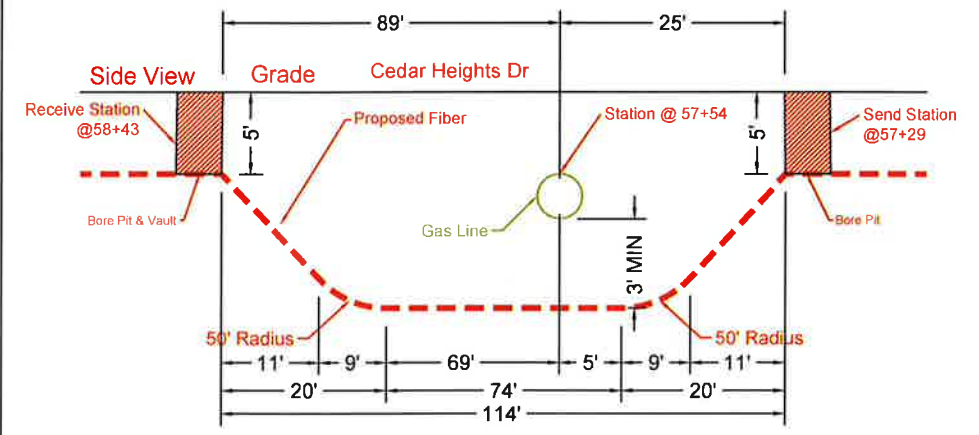
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Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19



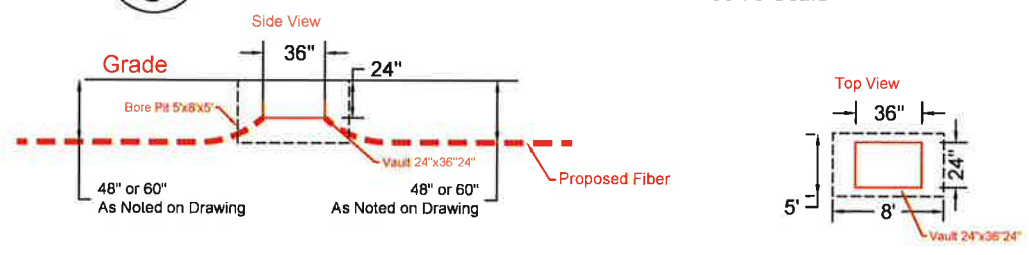
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3 Cedar Heights Dr Water Main Detail
Not To Scale



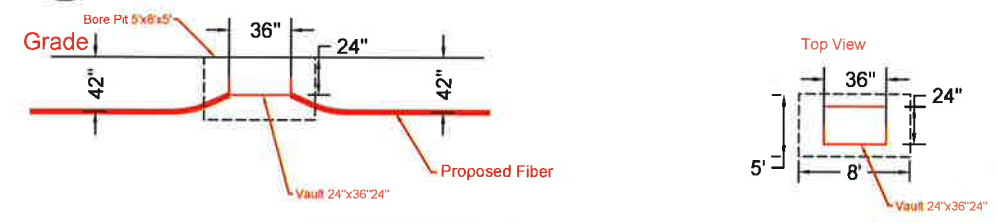
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3 Green Creek Rd 6" Subdrain Detail
Not To Scale



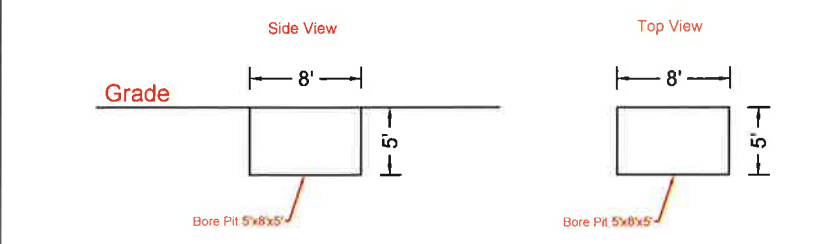
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3 Cedar Heights Dr Gas Main Detail
Not To Scale



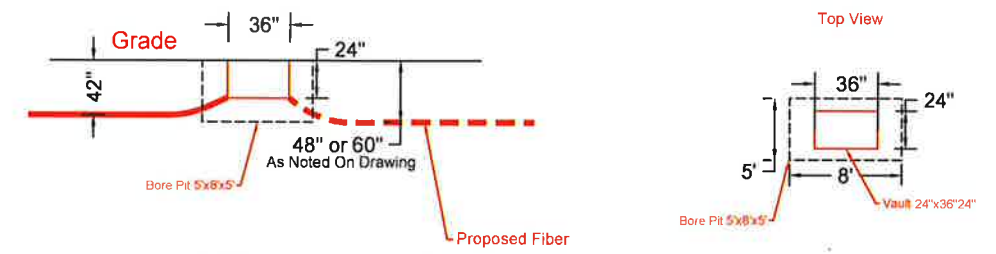
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3 Standard Side View Bore Handhole Detail
Not To Scale



6
3 Standard Side View Plow Handhole Detail
Not To Scale



4
3 Standard Detail Bore Pit View
Not To Scale



7
3 Standard Side View Plow/Bore Handhole Detail
Not To Scale

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Not To Scale

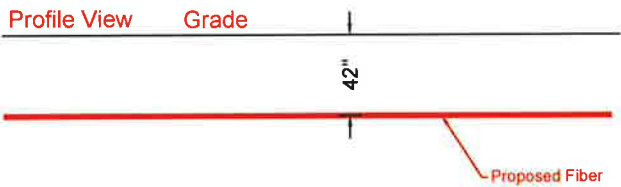
Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



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Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

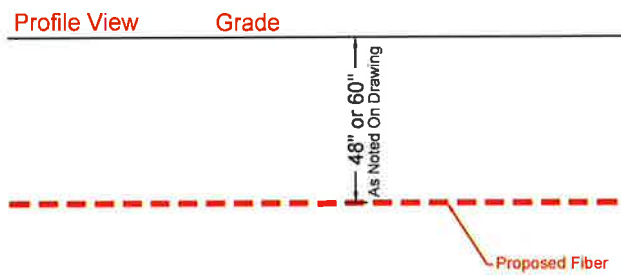
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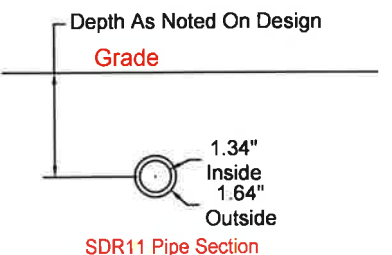
Profile Drawing Not to Scale Standard Plow Detail
 Depth of Plow As Noted on Plans

1/**4** **Standard Plow Detail**
 Not To Scale



Profile Drawing Not to Scale Standard Bore Detail
 Depth of Bore As Noted on Plans

2/**4** **Standard Bore Detail**
 Not To Scale



3/**4** **Standard Conduit Detail**
 Not To Scale

TRIVIEW[®] SPEC SHEET

Assembled View

TriView Cap attached to TriView Post with staples

Decal Size: 14" X 2 7/8"

Decals are printed separate & applied on the post after corona treatment

CUT SECTION VIEW B SCALE 1 : 4

Disassembled View

TriView Post Thickness 0.08

3/8" dia Flex Plus Rod

TriView Cap DETAIL VIEW C SCALE 1 : 2

TriGrip Anchor

Flex PLUS Rod

Foam Insert with holding grip slots

TriGrip Anchor

Hole Radius 0.25

FOAM INSERT DETAIL VIEW D SCALE 1 : 2

4/**4** **Standard Detail Witness Posts**
 Not To Scale



1" = -

Route
-
City
Waterloo, IA
County
Black Hawk
Filename
Verizon Orchard Hill
Work Order #
68030



TRACKING

Staked By:
-
Drafted By:
TJR 6/17/19
Built By:
-
As-Built By:
-
Revision
Rev #3 TJR 8-12-19



Legend

Fiber Linetypes

- Proposed Underground Fiber - Bore
- Proposed Underground Fiber - Plow
- Proposed UG Fiber in Existing Duct
- Existing Underground Fiber
- Proposed Aerial Fiber
- Proposed Aerial Overlash
- Existing Aerial Fiber
- Proposed Aerial Strand
- Existing Aerial Strand

Other Utility Linetypes

- Storm Sewer
- Sanitary Sewer
- Gas Line
- Tele./Comm. Line
- Water Line
- Electric Line
- Street light/Traffic signal
- District Cooling
- District Heating
- Force Main
- Other Utility or Unknown
- Utility Easement

- Proposed Underground Fiber - Bore
- Proposed Underground Fiber - Plow
- Proposed UG Fiber in Existing Duct
- Existing Underground Fiber
- Proposed Aerial Fiber
- Proposed Aerial Overlash
- Existing Aerial Fiber
- Proposed Aerial Strand
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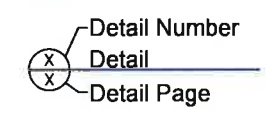
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- Sanitary Sewer
- Gas Line
- Tele./Comm. Line
- Water Line
- Electric Line
- Street light/Traffic signal
- District Cooling
- District Heating
- Force Main
- Other Utility or Unknown
- Utility Easement

Abbreviations

- CL - Center Line
- RW - Right of Way
- BOC - Back of Curb
- FC - Front of Curb
- EOR - Edge of Road
- SW - Sidewalk
- HH - Handhole
- MH - Manhole

Symbols

- Proposed Handhole
- Existing Handhole
- Reference Handhole
- Manhole
- Proposed Splice Point
- Existing Splice Point
- Power Pole
- Proposed Slack Coil
- Existing Slack Coil
- Proposed Anchor/Down Guy
- Existing Anchor/Down Guy
- Proposed Riser
- Existing Riser
- Aerial Bond
- Aerial Ground
- BM53T - Fiber Marker
- BM53 - Fiber Marker
- Tree
- Street Light
- Proposed PED
- Existing PED
- Proposed Splice Case
- Existing Splice Case
- Proposed Bore Pit



Construction Totals	Total	Cedar Falls	Waterloo
Route Footage	21006	16352	4652
Total Underground	21006	16352	4652
Total Aerial	0	0	0
Underground (New)	19244	15582	3660
Aerial (New)	0	0	0
Overpull (Ex Duct)	1762	770	992
Overlash (Ex Strand)	0	0	0
Plow	15443	11796	3647
Bore	3801	3786	13
New Vaults	7	5	2
New Peds	0	0	0
Fiber			
TBD Fiber	0	0	0
12 Fiber	0	0	0
24 Fiber	0	0	0
36 Fiber	0	0	0
48 Fiber	20714	16852	3860
72 Fiber	0	0	0
96 Fiber	0	0	0
144 Fiber	0	0	0
288 Fiber	0	0	0
12 Dielectric Fiber	0	0	0
24 Dielectric Fiber	0	0	0
36 Dielectric Fiber	0	0	0
48 Dielectric Fiber	0	0	0
72 Dielectric Fiber	0	0	0
96 Dielectric Fiber	1067	0	1067
144 Dielectric Fiber	0	0	0
288 Dielectric Fiber	0	0	0
Materials			
Duct (1.25")	19244	15582	3660
Vault(Small)	0	0	0
Vault (Medium)	7	5	2
Vault (Large)	0	0	0
PED BD5	0	0	0
Warning Sign	0	0	0
Locate Terminal	7	5	2
Ground Rod	7	5	2
Strand	0	0	0

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.



1" = 50'

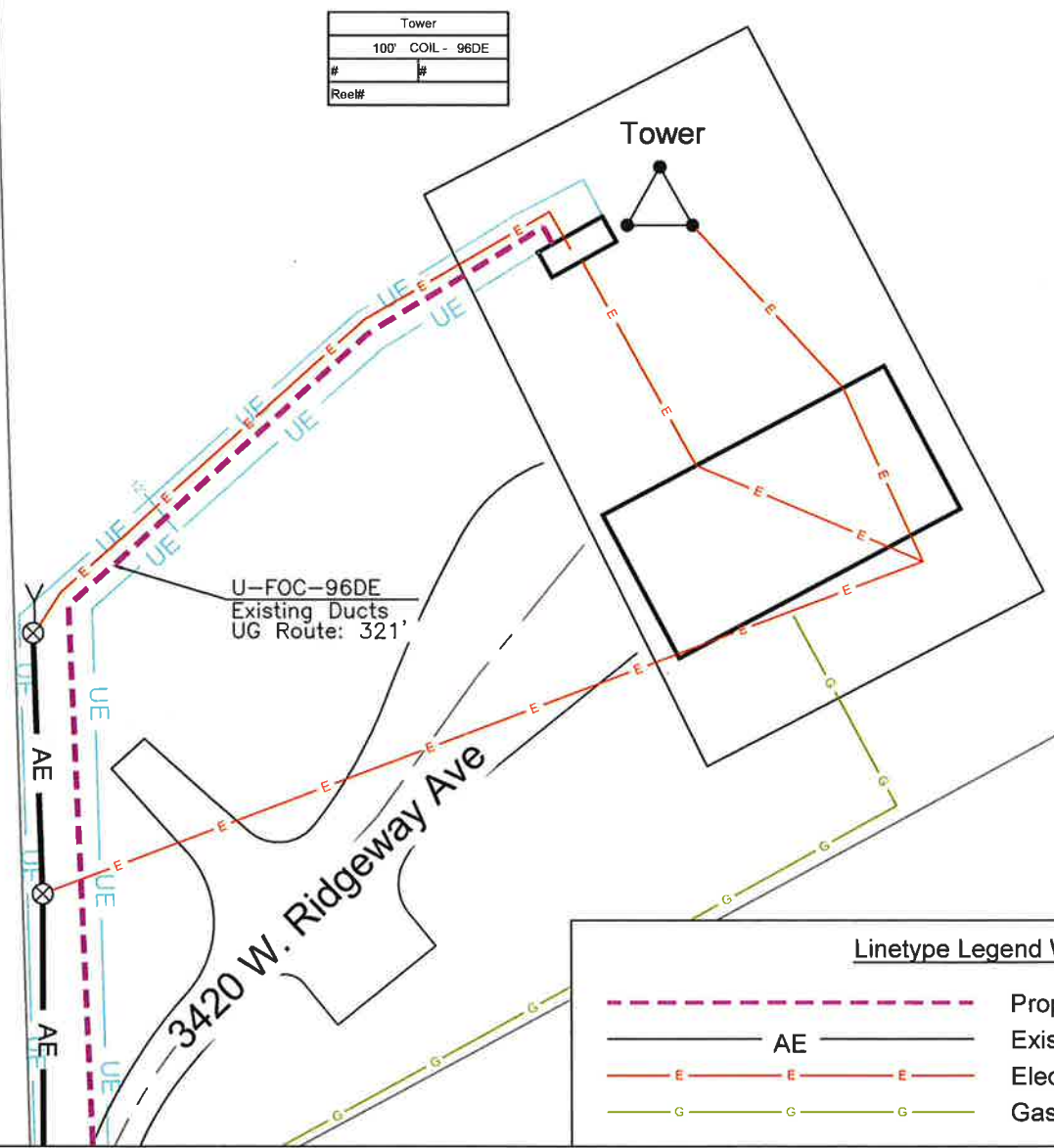
Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 6 Waterloo Private Property Footage: 321'



Tower	
100'	COIL - 96DE
#	#
Reel#	

	Proposed UG Fiber in Existing Duct
	Existing Aerial Fiber
	Electric Line
	Gas Line

See Sheet 68030-07



1" = 50'

Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

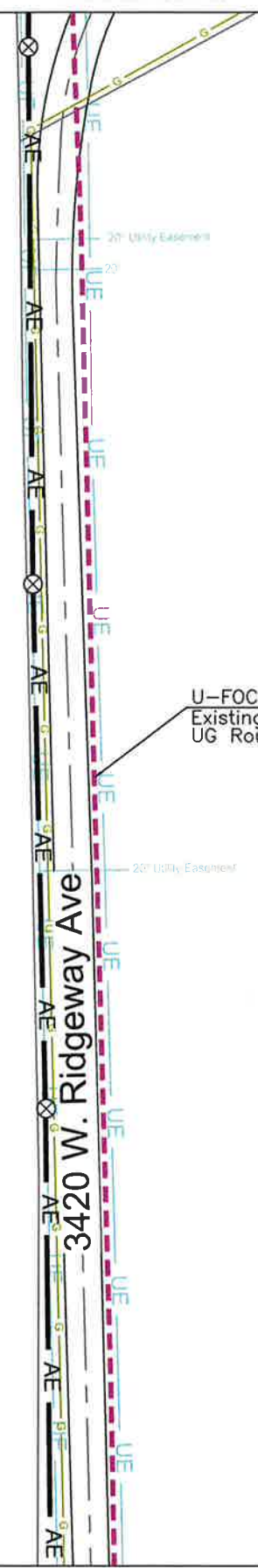
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	-
Rev #3	TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 7 Waterloo: Private Property Footage: 476'



See Sheet 68030-06

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.



U-FOC-96DE
 Existing Ducts
 UG Route: 476'

See Sheet 68030-08

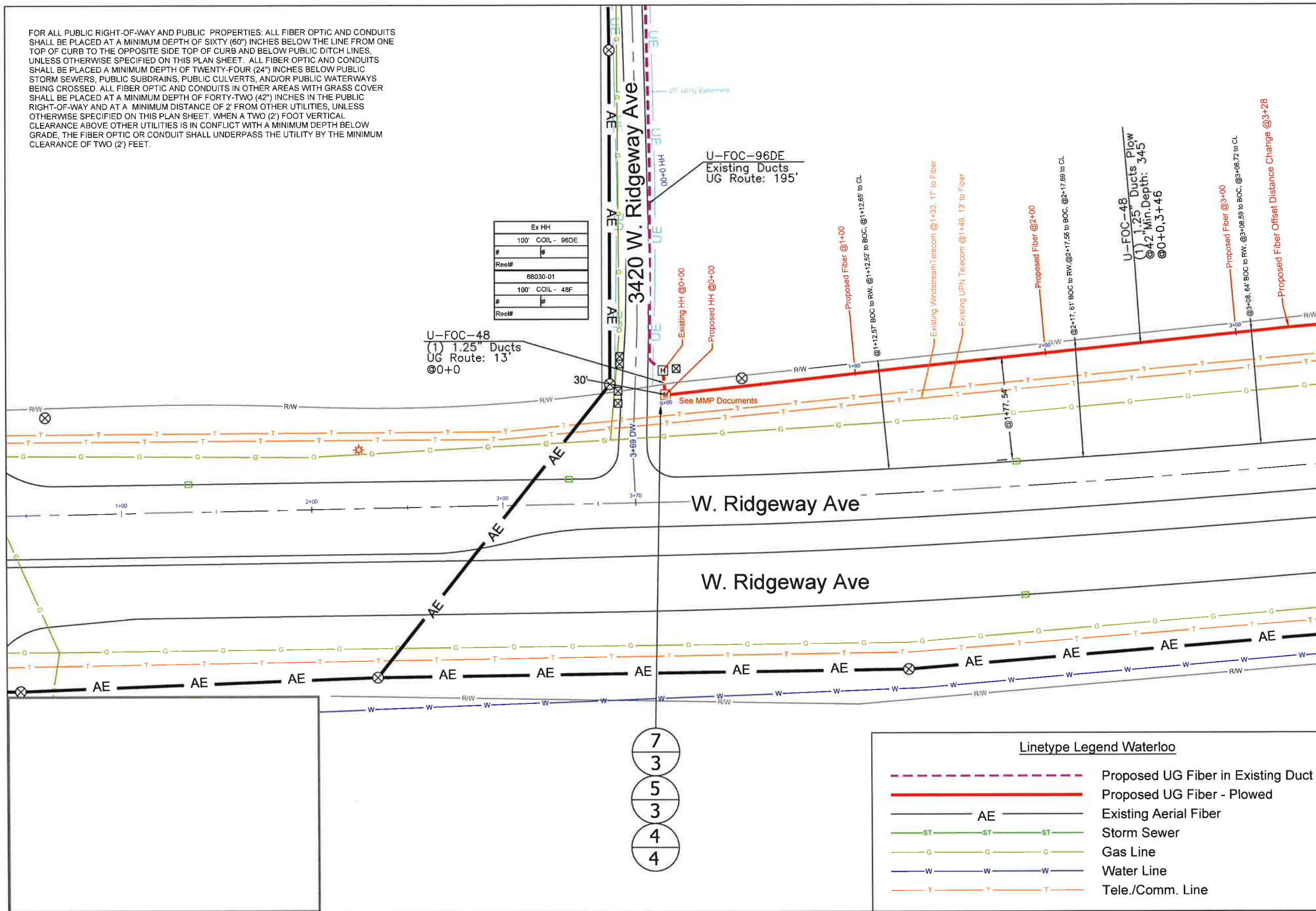
Linetype Legend Waterloo

	Proposed UG Fiber in Existing Duct
AE	Existing Aerial Fiber
G	Gas Line

See Sheet 68030-07

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

Ex HH	100' COIL - 96DE
#	#
Reel#	68030-01
#	#
Reel#	100' COIL - 48F
#	#
Reel#	#



Route	
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	
Drafted By:	TJR 6/17/19
Built By:	
As-Built By:	
Revision	Rev #3 TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 8 Waterloo Route Footage: 358'
 Private Property Footage: 195'

- 7
- 3
- 5
- 3
- 4
- 4

Linetype Legend Waterloo	
	Proposed UG Fiber in Existing Duct
	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Storm Sewer
	Gas Line
	Water Line
	Tele./Comm. Line

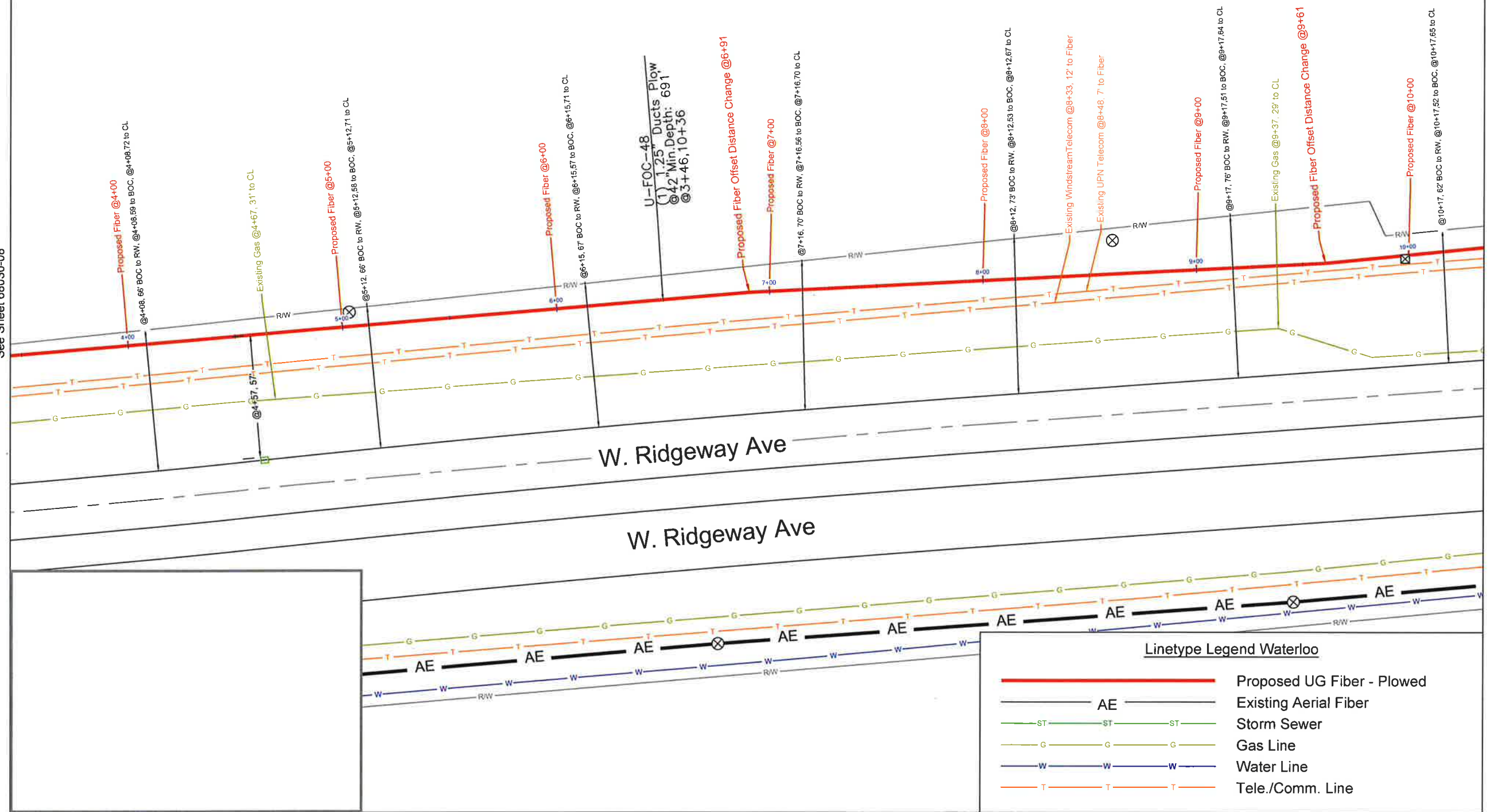




1" = 50'

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See Sheet 68030-08



See Sheet 68030-10

Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 9 Waterloo Route Footage: 691'

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Storm Sewer
	Gas Line
	Water Line
	Tele./Comm. Line





1" = 50'

Route	
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



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Built By:	
As-Built By:	
Revision	
Rev #3	TJR 8-12-19

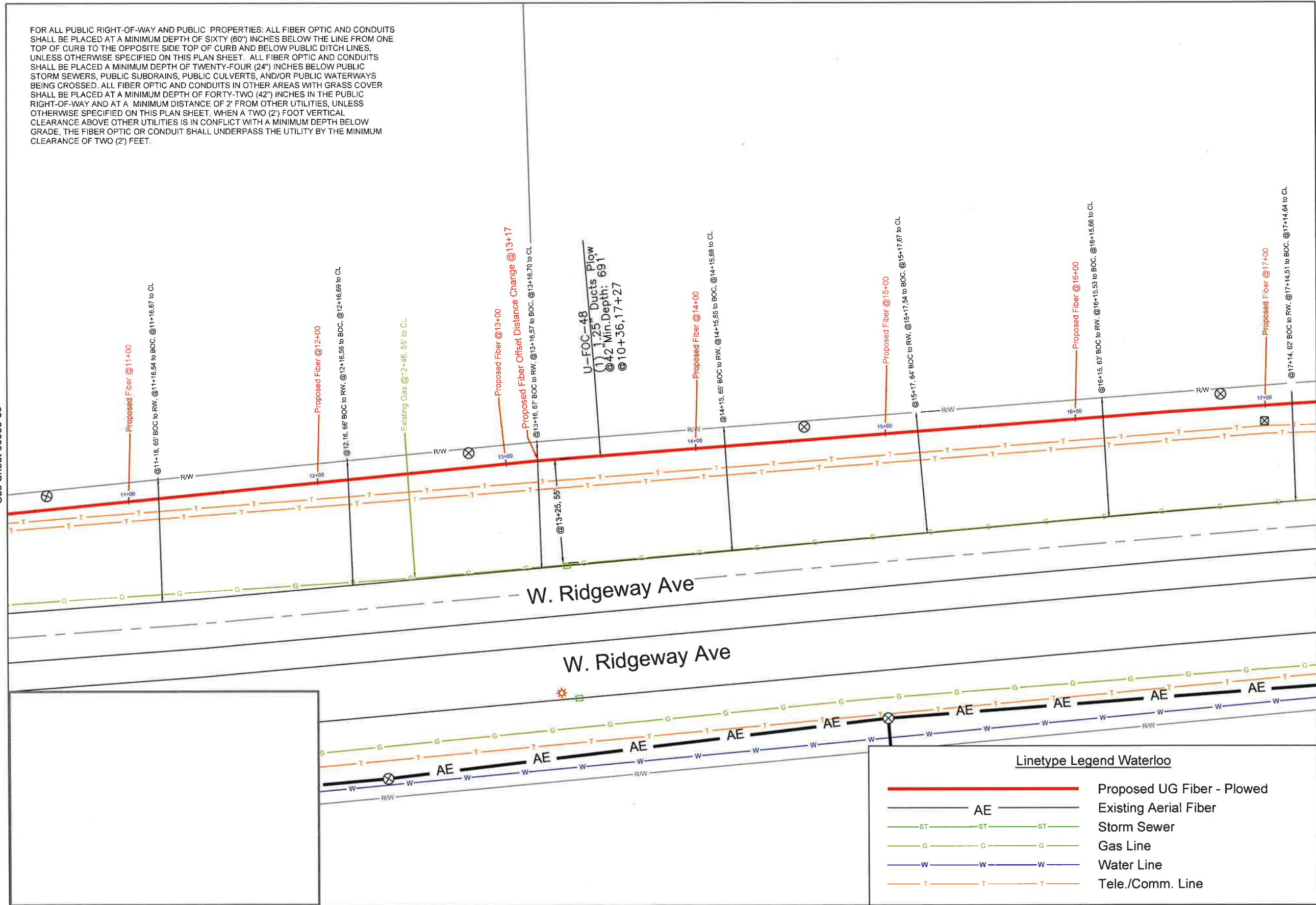
Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 10 Waterloo Route Footage: 691'



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See Sheet 68030-09

See Sheet 68030-11



U-FOC-48
 (1) 1.25" Ducts Plow
 @ 42" Min. Depth: 691'
 @ 10+36, 17+27

W. Ridgeway Ave

W. Ridgeway Ave

Linetype Legend Waterloo

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Storm Sewer
	Gas Line
	Water Line
	Tele./Comm. Line



1" = 50'

Route	
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 11 Waterloo
 Route Footage: 691'

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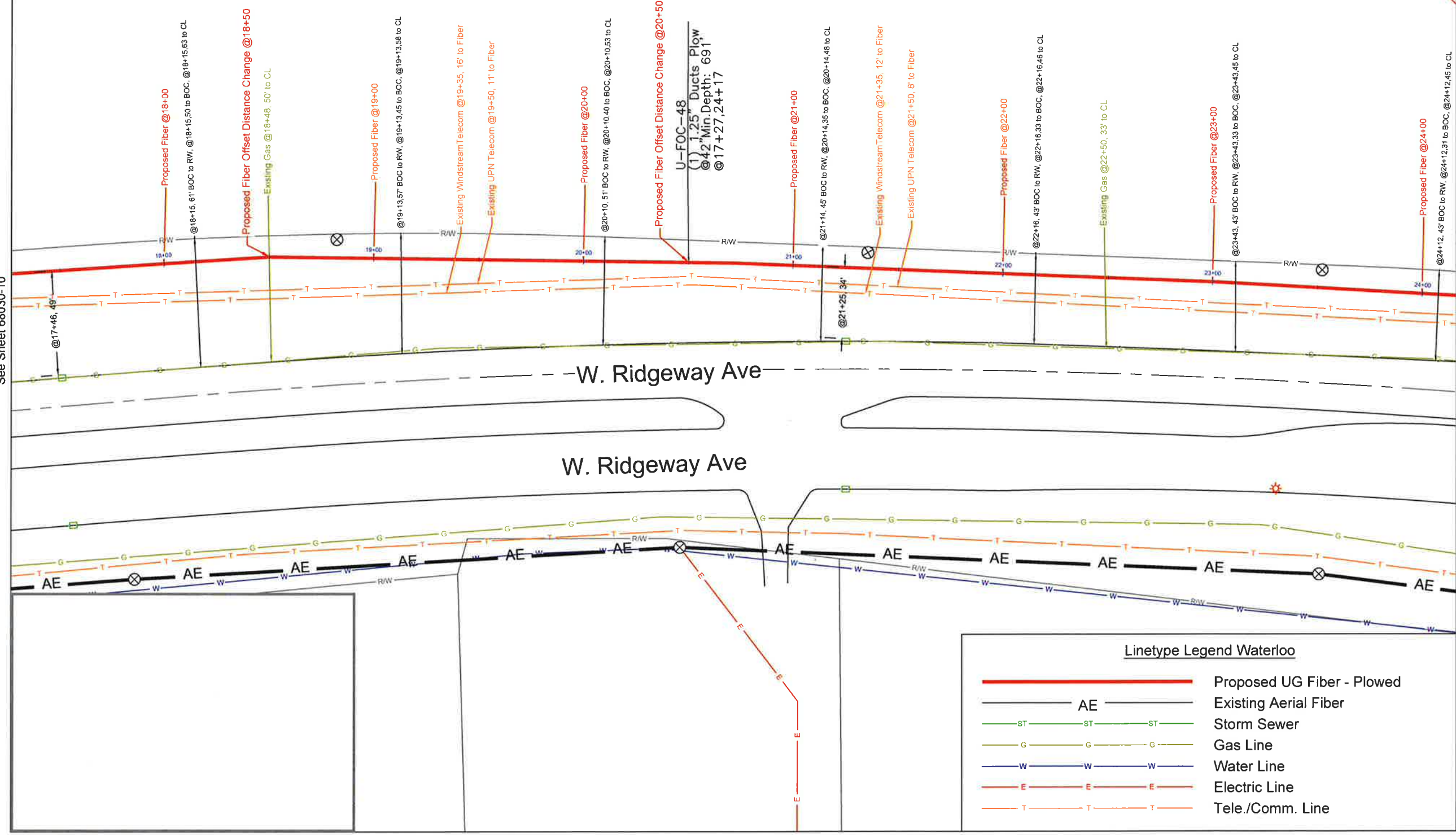
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See Sheet 68030-10

See Sheet 68030-12



Linetype Legend Waterloo

	Proposed UG Fiber - Plowed
	AE Existing Aerial Fiber
	ST Storm Sewer
	G Gas Line
	W Water Line
	E Electric Line
	T Tele./Comm. Line

See Sheet 68030-13



1" = 50'

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

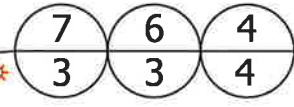
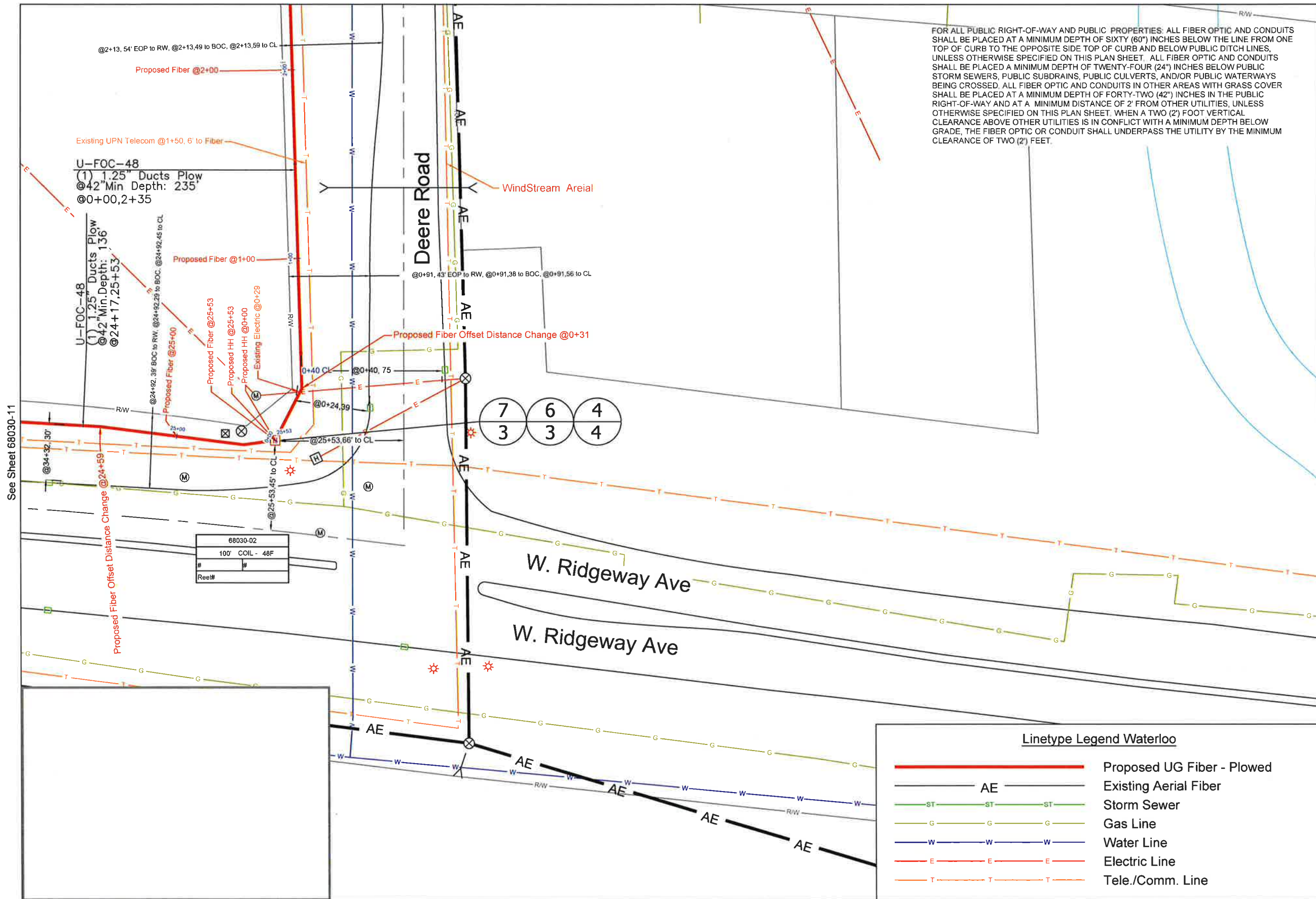
Route	-
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 12 Waterloo
 Route Footage: 371'



68030-02	
100' COIL - 48F	
#	#
Reel#	

Linetype Legend Waterloo

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Storm Sewer
	Gas Line
	Water Line
	Electric Line
	Tele./Comm. Line

See Sheet 68030-11





1" = 50'

Route	
City	Waterloo, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	
Drafted By:	TJR 6/17/19
Built By:	
As-Built By:	
Revision	
Rev #3	TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 13 Waterloo Route Footage: 476'

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Prepared by:
 compass consultants inc.
 Perham, MN 218-346-3600
 TrustCompass.com

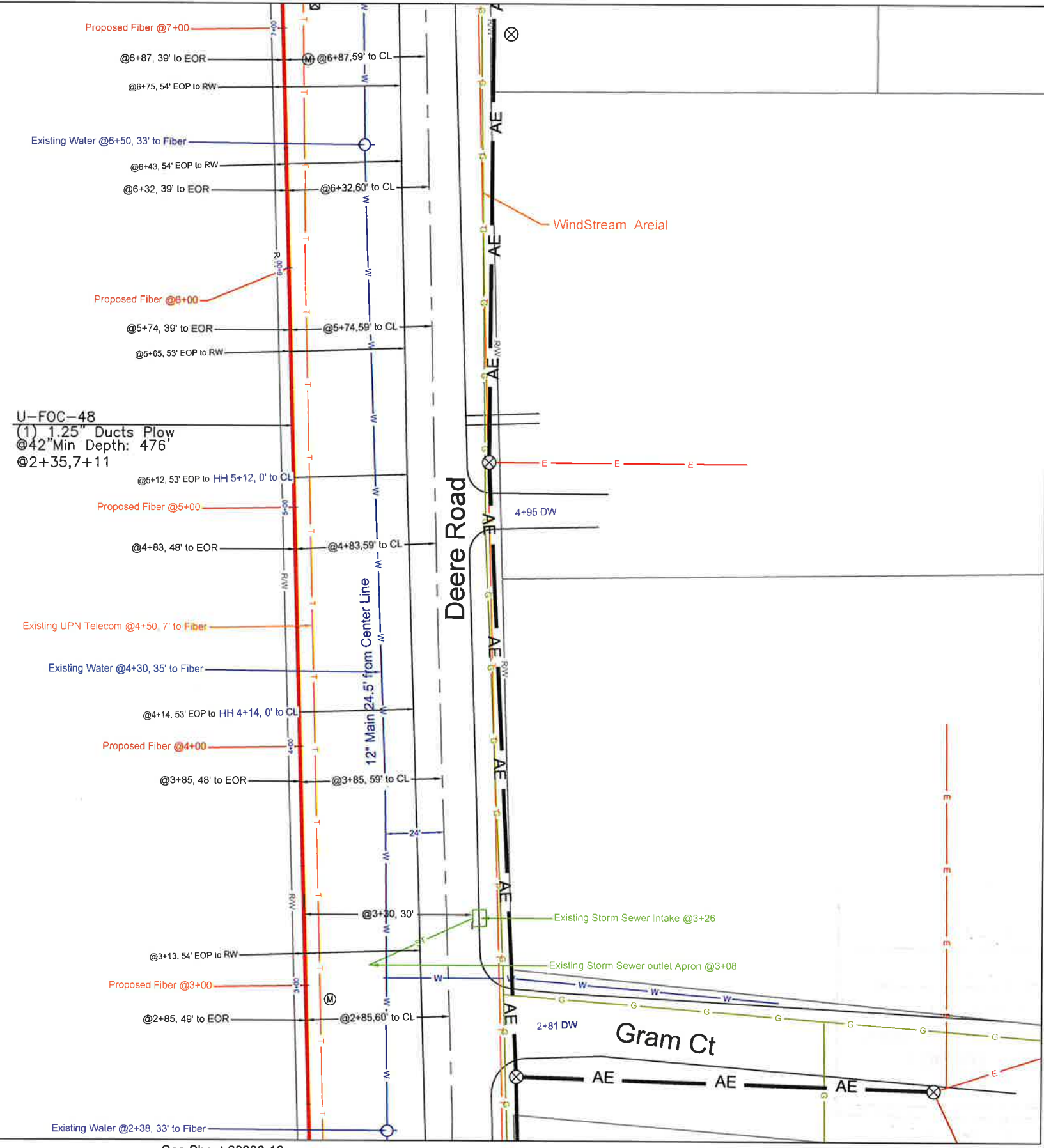
See Sheet 68030-14

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2)' FEET.

Linetype Legend Waterloo

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Storm Sewer
	Gas Line
	Water Line
	Electric Line
	Tele./Comm. Line

U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 476'
 @2+35,7+11







See Sheet 68030-12

See Sheet 68030-15

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES, ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 92'
 @0+00,0+92







Linetype Legend Cedar Falls

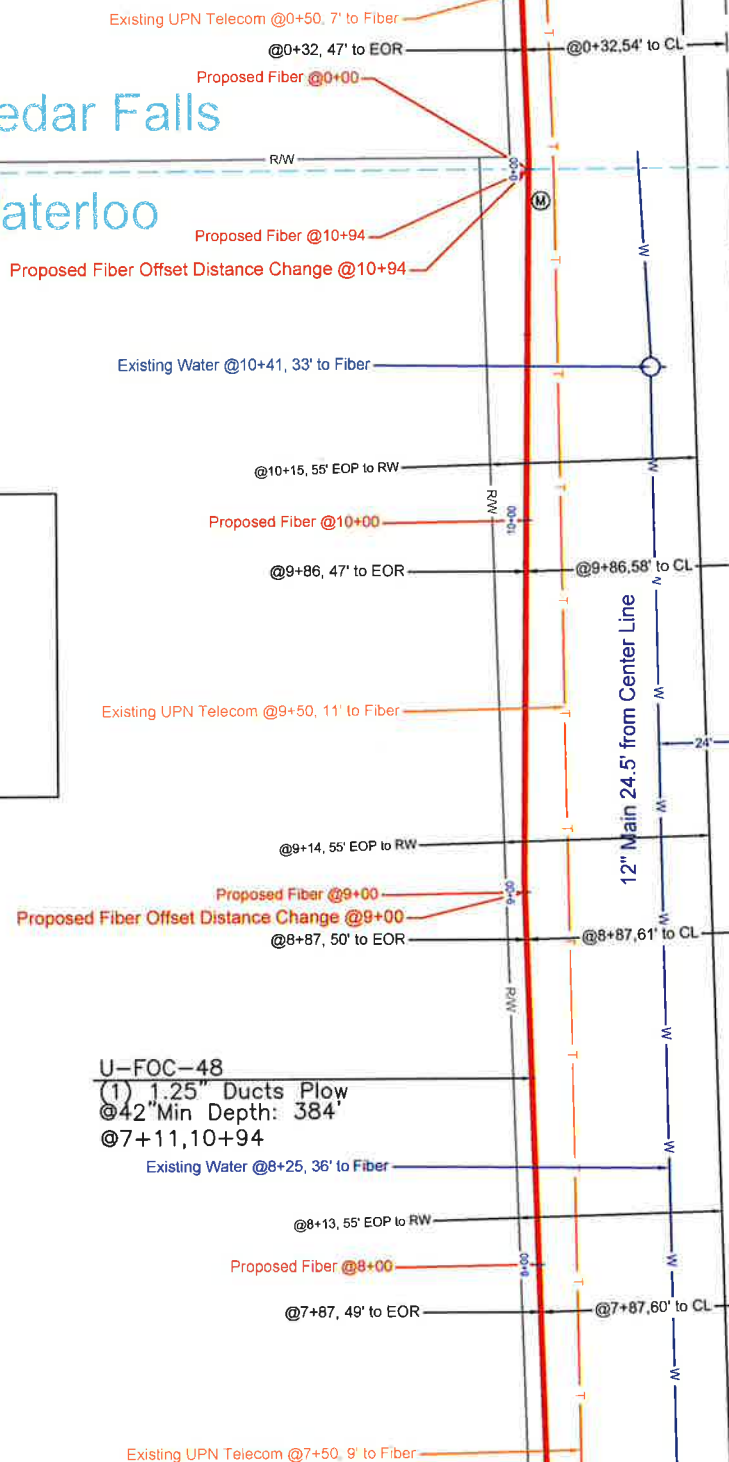
-  Proposed UG Fiber - Plowed
-  Tele./Comm. Line
-  Water Line
-  Gas Line

Cedar Falls

Waterloo

Linetype Legend Waterloo

-  Proposed UG Fiber - Plowed
-  Existing Aerial Fiber
-  Gas Line
-  Water Line
-  Electric Line
-  Tele./Comm. Line



1" = 50'

Route	-
City	Waterloo, IA Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Waterloo, IA
 Total Waterloo Footage: 3660'
 Page 14 Waterloo Route Footage: 384'

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 14 Cedar Falls Route Footage 92'



APPROVAL TO CONSTRUCT

No. 68030 - Rev #3

Dated 9/6/2019

CITY OF CEDAR FALLS
 COMMUNITY DEVELOPMENT DEPT.
 ENGINEERING DIVISION

By Matthew Orr

* All sheets in Cedar Falls ROW

See Sheet 68030-13



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 15 Cedar Falls
 Route Footage 476'

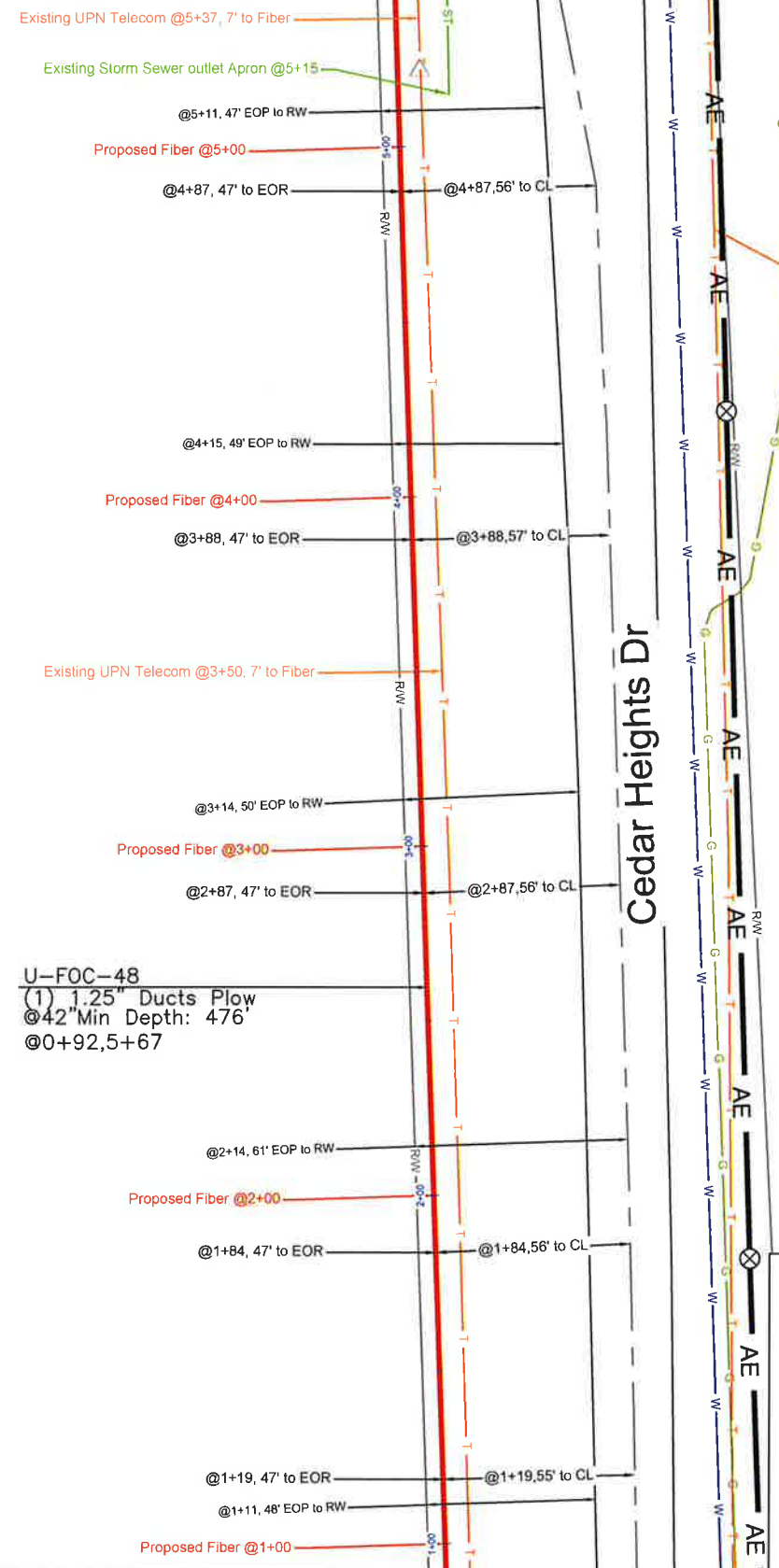
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Prepared by:
 compass consultants inc.
 Perham, MN 218-346-3600
 TrustCompass.com

See Sheet 68030-16

See Sheet 68030-14

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.



Linetype Legend Cedar Falls

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Gas Line
	Water Line
	Electric Line
	Tele./Comm. Line
	Storm Sewer



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

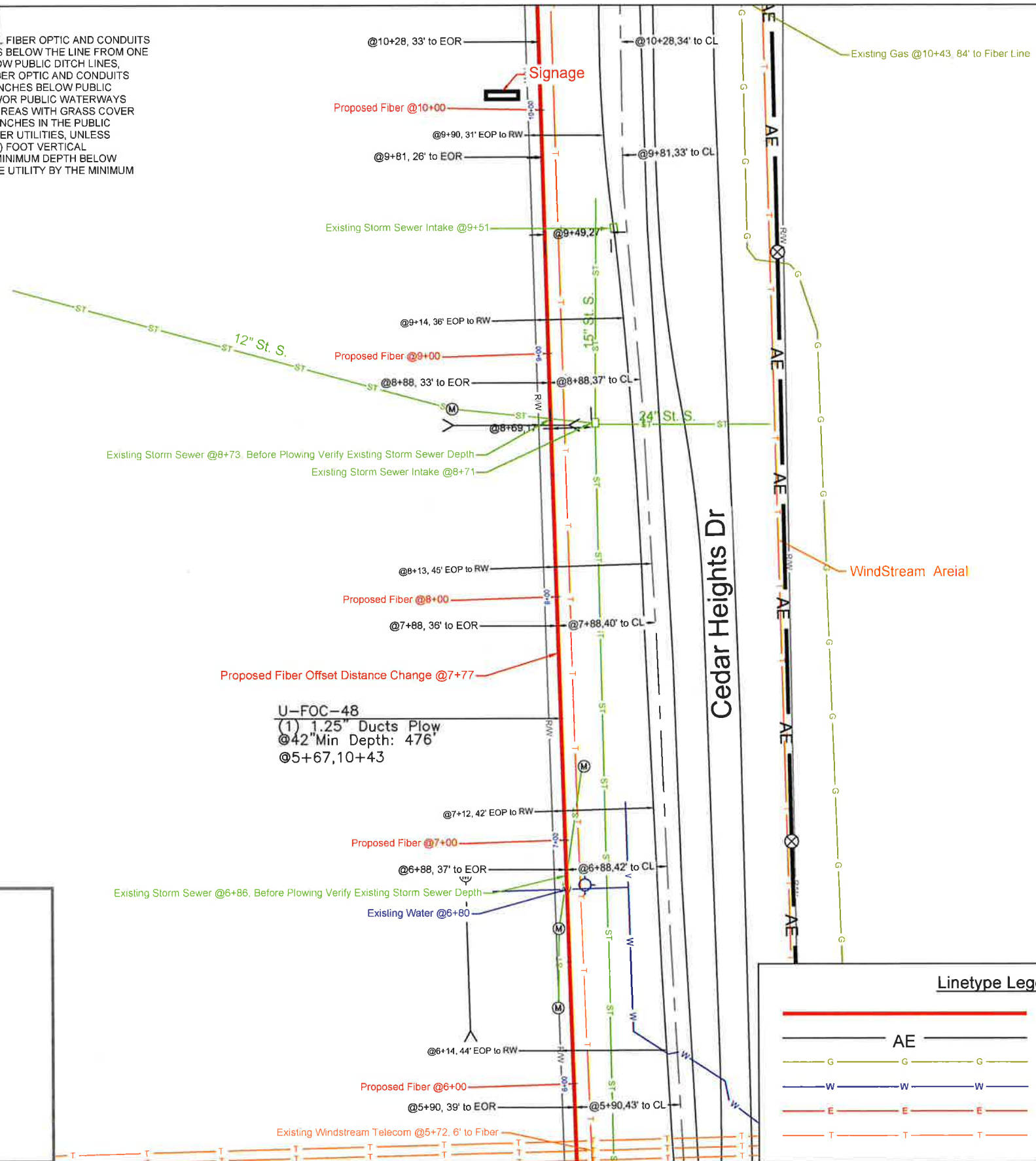
Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 16 Cedar Falls
 Route Footage 476'



See Sheet 68030-17

See Sheet 68030-15

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

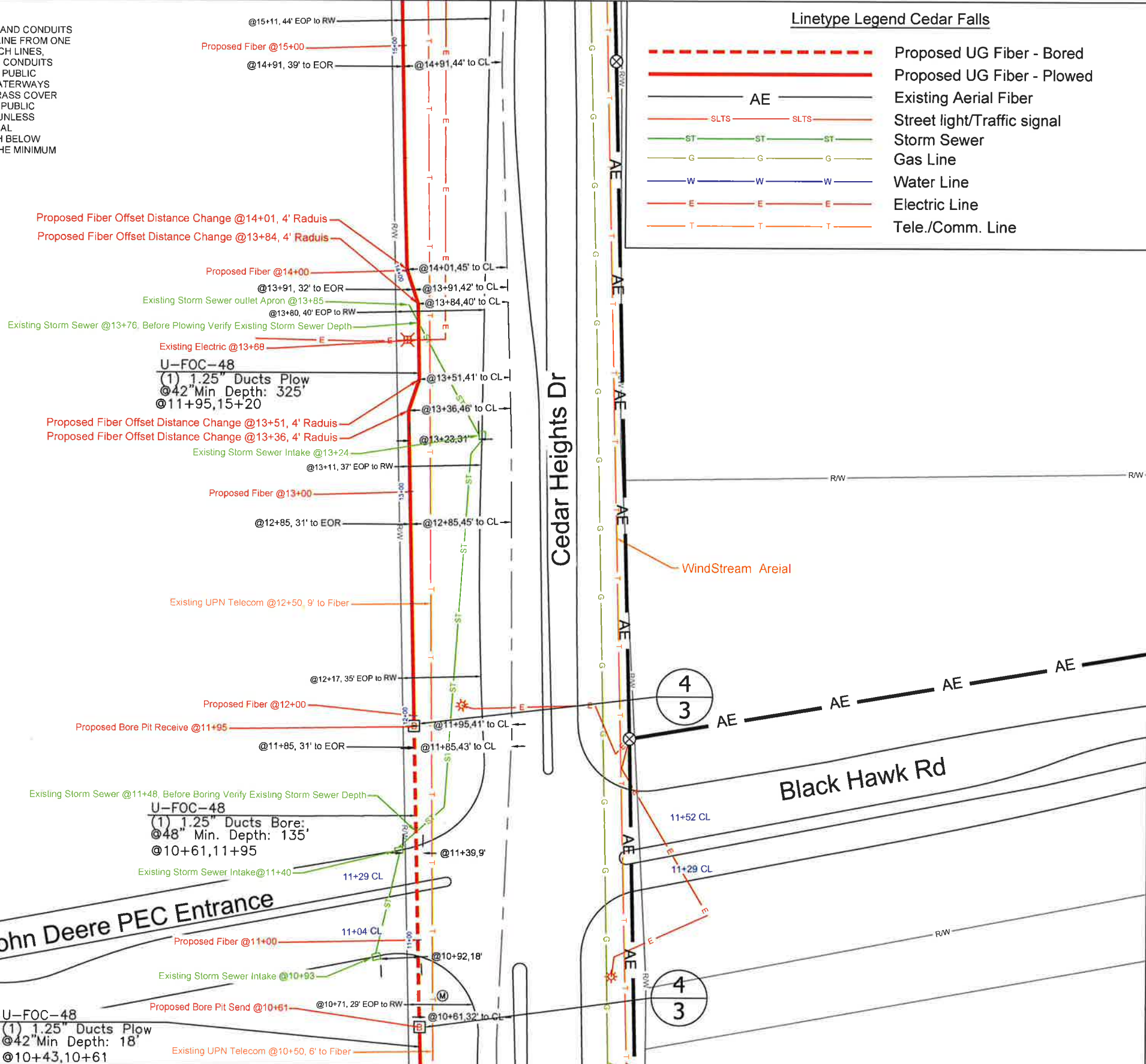


U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 476'
 @5+67, 10+43

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Gas Line
	Water Line
	Electric Line
	Tele./Comm. Line

See Sheet 68030-18

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.



See Sheet 68030-16



1" = 50'

Route	
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	
Drafted By:	TJR 6/17/19
Built By:	
As-Built By:	
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 17 Cedar Falls
 Route Footage 476'





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 18 Cedar Falls Route Footage 476'



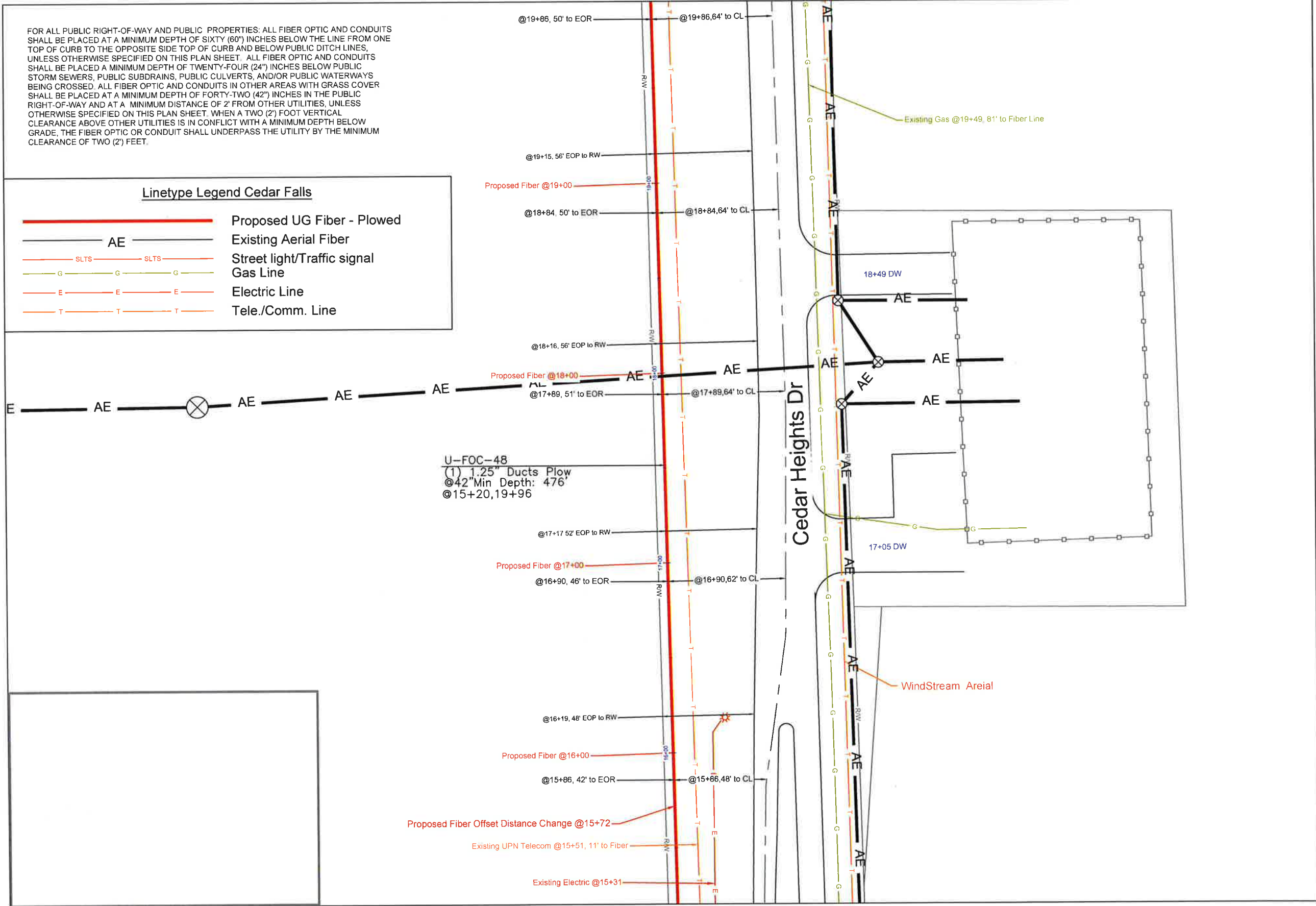
See Sheet 68030-19

See Sheet 68030-17

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

Linetype Legend Cedar Falls

- Proposed UG Fiber - Plowed
- Existing Aerial Fiber
- Street light/Traffic signal
- Gas Line
- Electric Line
- Tele./Comm. Line





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

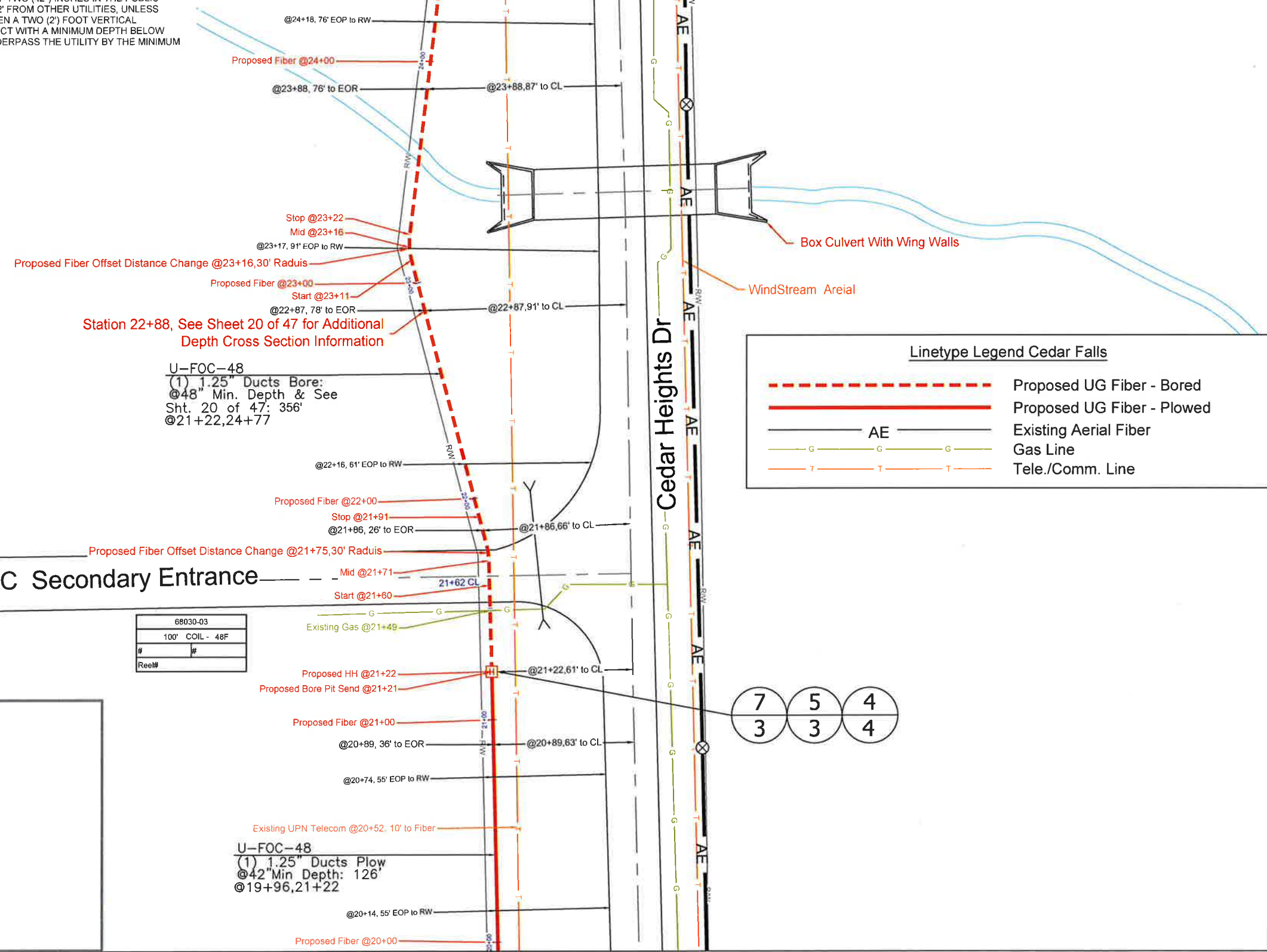
Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 19 Cedar Falls Route Footage 680'



See Sheet 68030-21

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

Station 24+26, See Sheet 20 of 47 Additional Depth Cross Section Information



Station 22+88, See Sheet 20 of 47 for Additional Depth Cross Section Information

U-FOC-48
 (1) 1.25" Ducts Bore:
 @48" Min. Depth & See Sht. 20 of 47: 356'
 @21+22, 24+77

Linetype Legend Cedar Falls

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Gas Line
	Tele./Comm. Line

John Deere PEC Secondary Entrance

68030-03	
100' COIL - 48F	
#	#
Reel#	

U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 126'
 @19+96, 21+22

See Sheet 68030-18

Section 31, Township 89N, Range 13 W



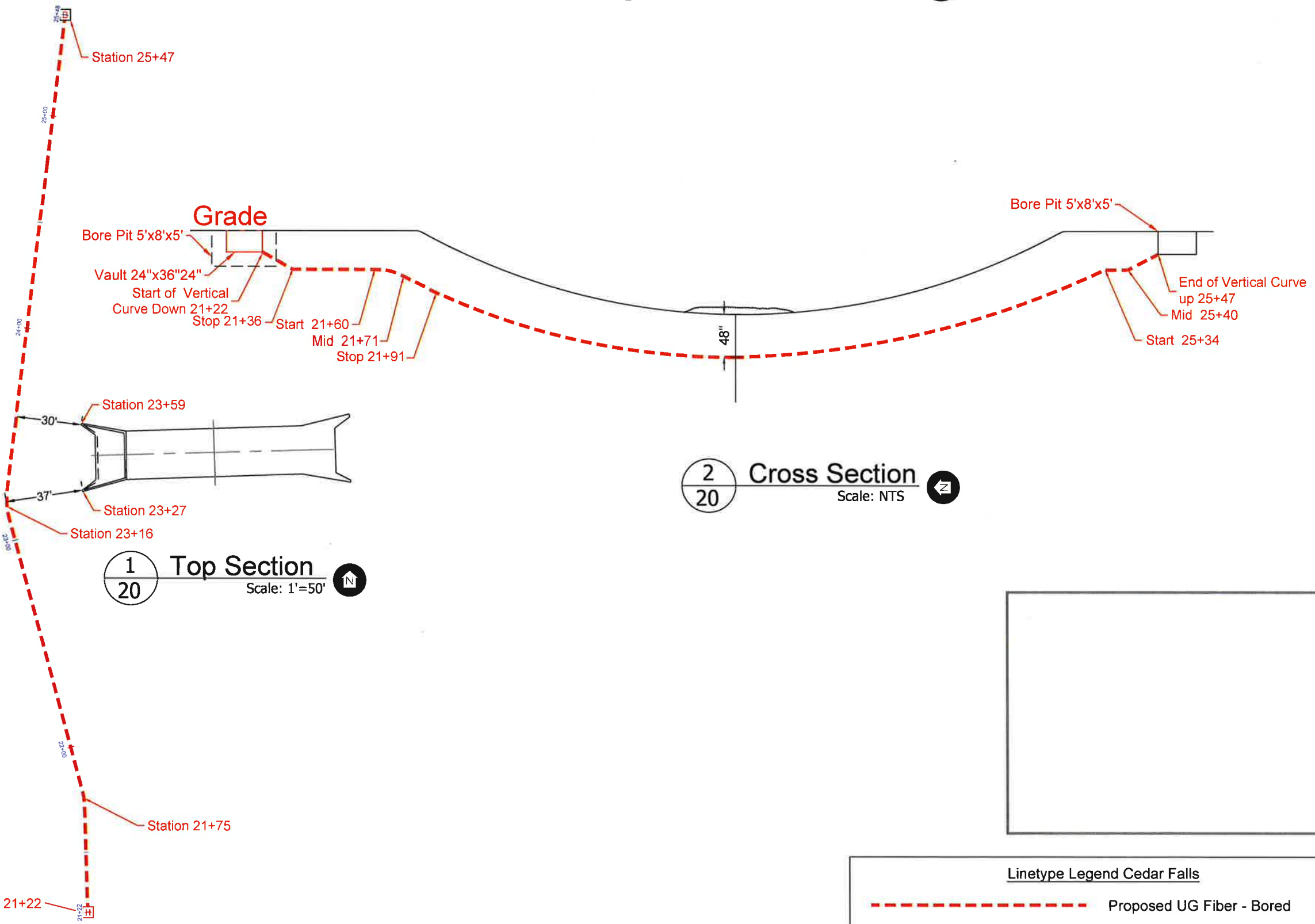
1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING		
Staked By:	-	-
Drafted By:	TJR	6/17/19
Built By:	-	-
As-Built By:	-	-
Revision	Rev #3	TJR 8-12-19

Cedar Falls, IA
Culvert Detail
Cedar Heights Dr



Linetype Legend Cedar Falls	
	Proposed UG Fiber - Bored



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 21 Cedar Falls
 Route Footage: 476'

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Prepared by:
 compass consultants inc.
 Perham, MN 218-346-3600
 TrustCompass.com

See Sheet 68030-22

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

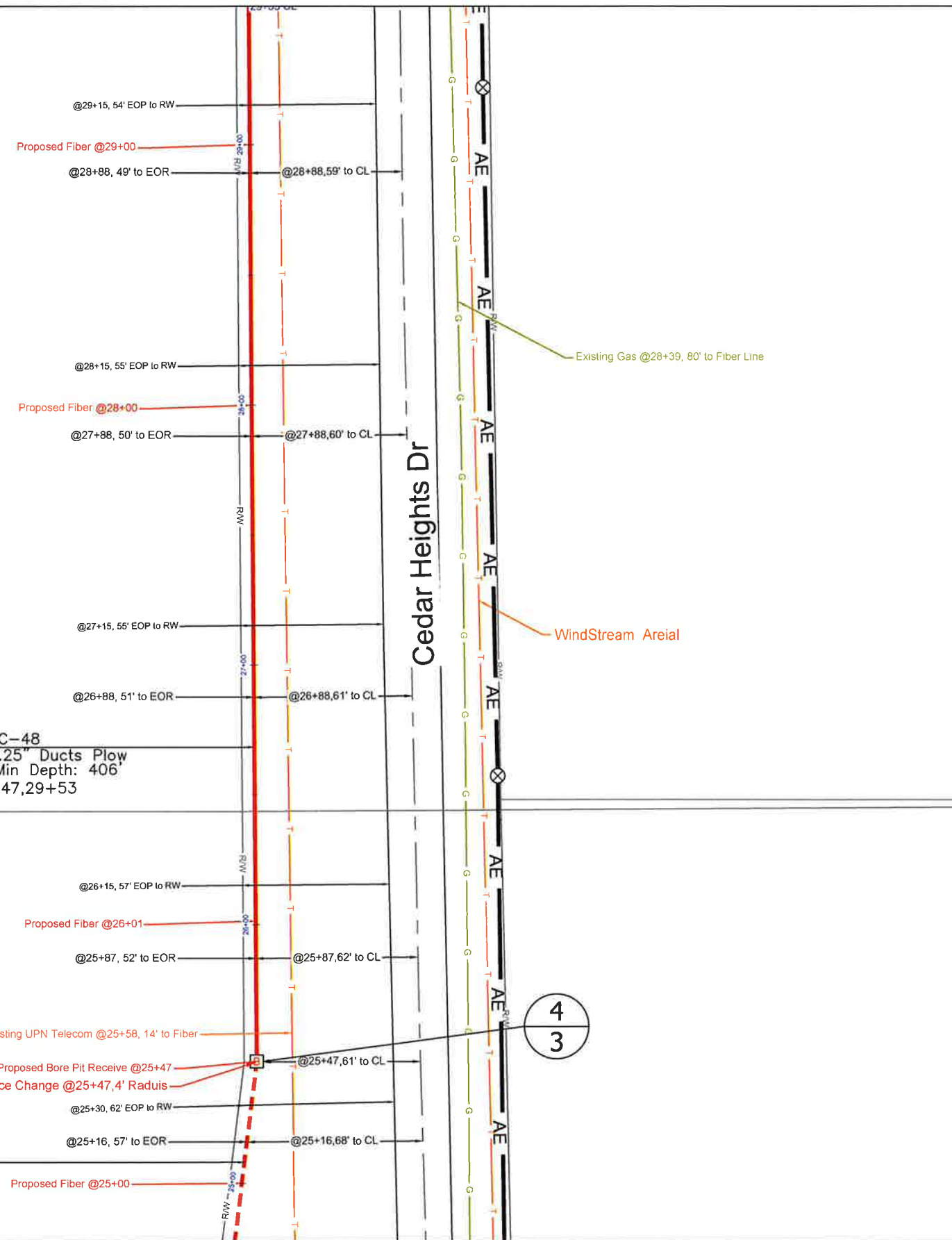
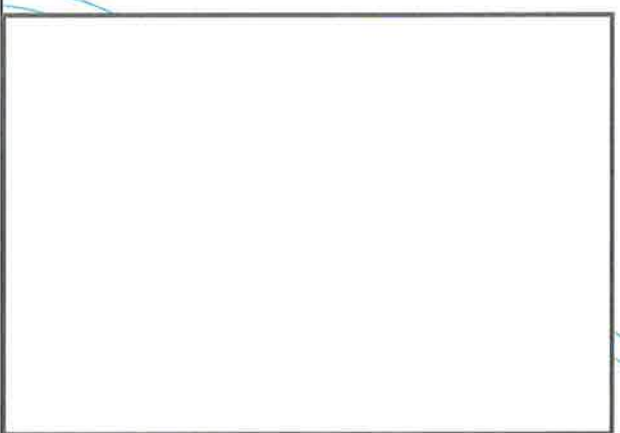
Linetype Legend Cedar Falls

- Proposed UG Fiber - Bored
- Proposed UG Fiber - Plowed
- Existing Aerial Fiber
- Gas Line
- Tele./Comm. Line

U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 406'
 @25+47,29+53

U-FOC-48
 (1) 1.25" Ducts Bore:
 @48" Min. Depth: 70'
 @24+77,25+47

Cedar Heights Dr



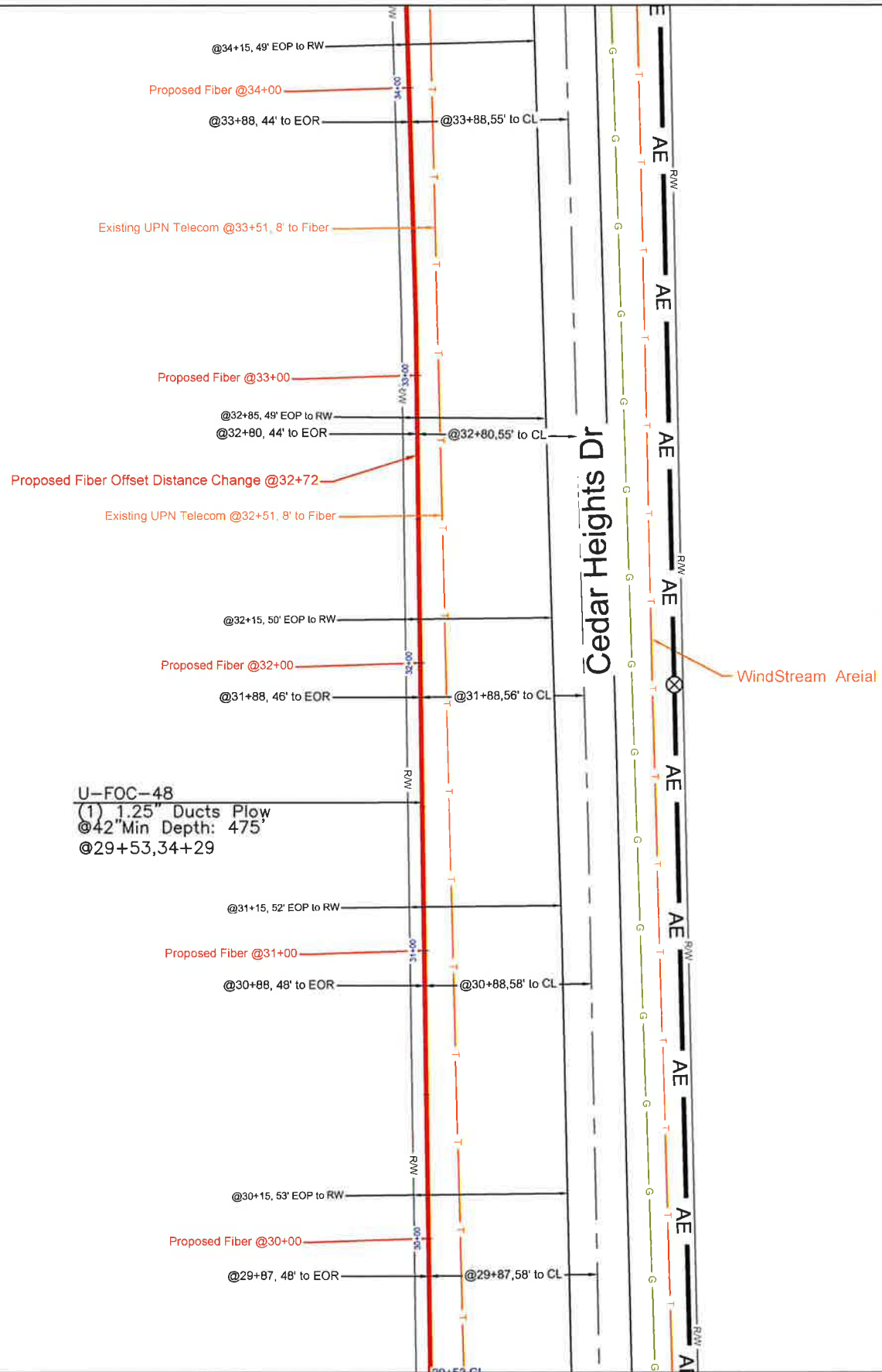
See Sheet 68030-19

See Sheet 68030-23

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

Linetype Legend Cedar Falls

-  Proposed UG Fiber - Plowed
-  AE Existing Aerial Fiber
-  Gas Line
-  Tele./Comm. Line



U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 475'
 @29+53, 34+29

See Sheet 68030-21



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 22 Cedar Falls
 Route Footage 475'





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Slaked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 23 Cedar Falls
 Route Footage: 476'

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Prepared by:
 compass consultants inc.
 Perham, MN 218-346-3600
 TrustCompass.com

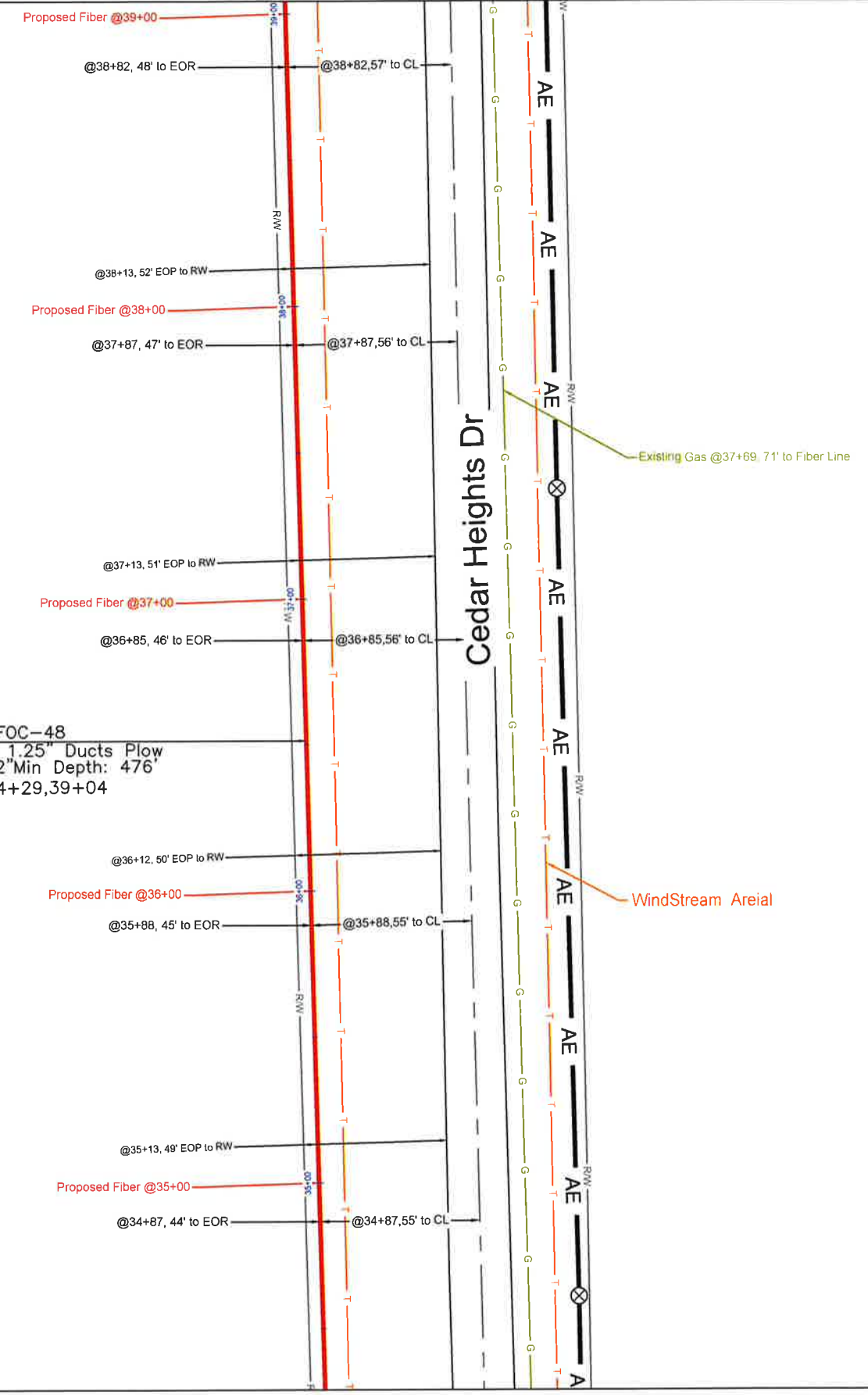
See Sheet 68030-24

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

Linetype Legend Cedar Falls

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Gas Line
	Tele./Comm. Line

U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 476'
 @34+29,39+04



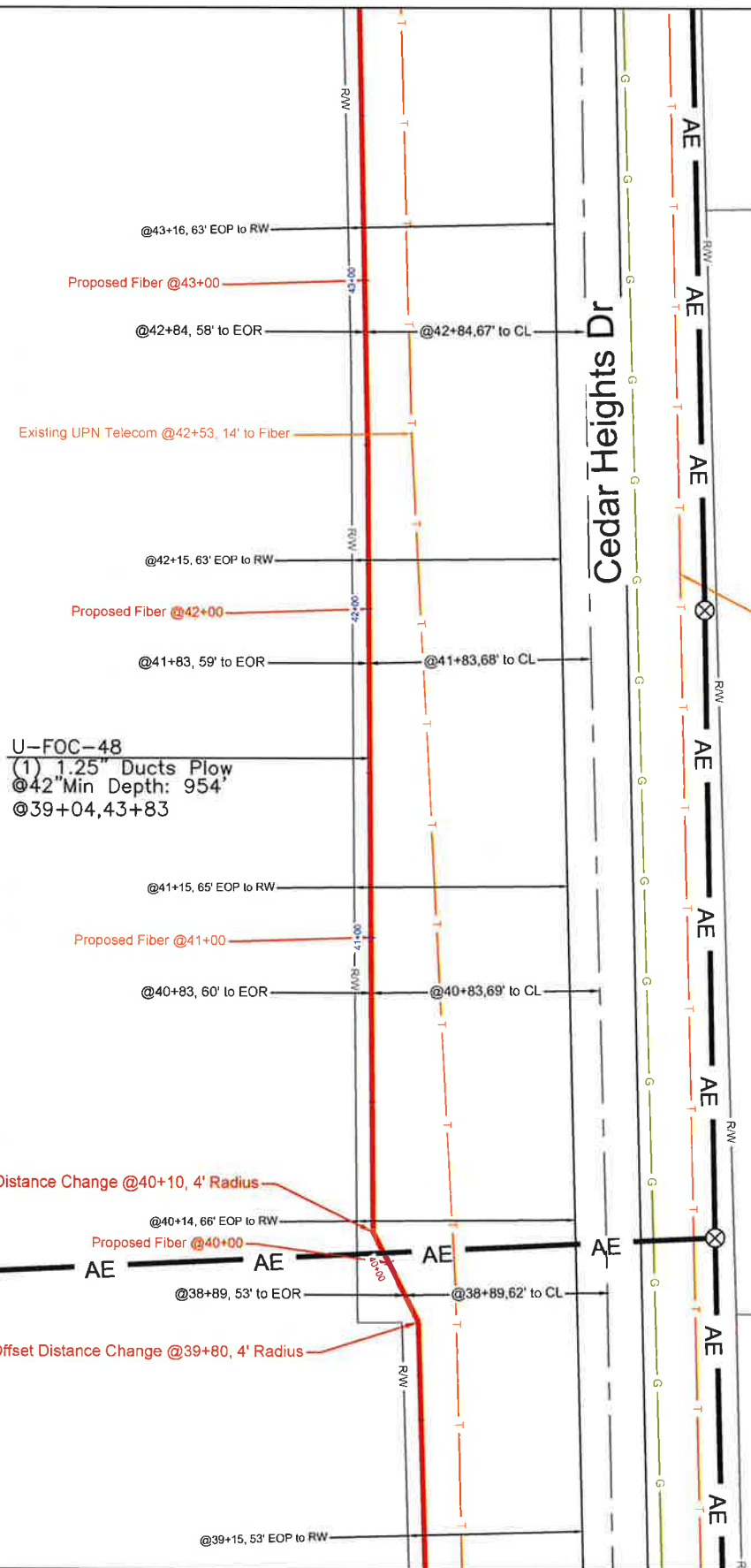
See Sheet 68030-22

See Sheet 68030-25

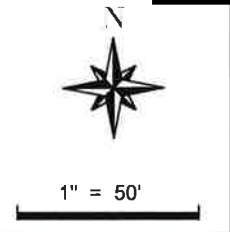
FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60) INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24) INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42) INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

Linetype Legend Cedar Falls

-  Proposed UG Fiber - Plowed
-  AE Existing Aerial Fiber
-  Gas Line
-  Tele./Comm. Line



See Sheet 68030-23



Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 24 Cedar Falls
 Route Footage: 476'





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 25 Cedar Falls
 Route Footage 476'

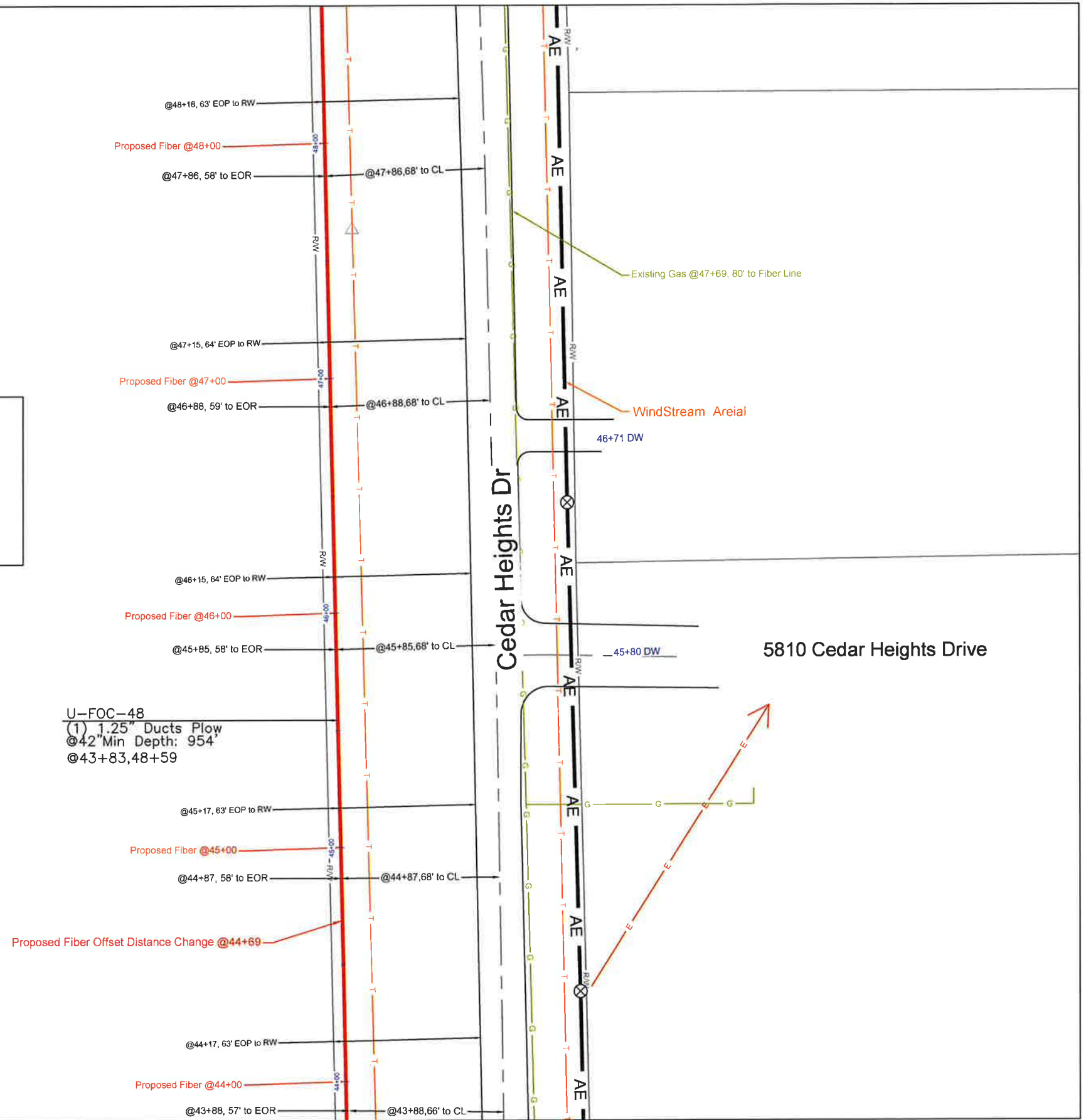


See Sheet 68030-26

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

Linetype Legend Cedar Falls

	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Gas Line
	Electric Line
	Tele./Comm. Line



U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 954'
 @43+83, 48+59

See Sheet 68030-24



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 26 Cedar Falls Route Footage 476'



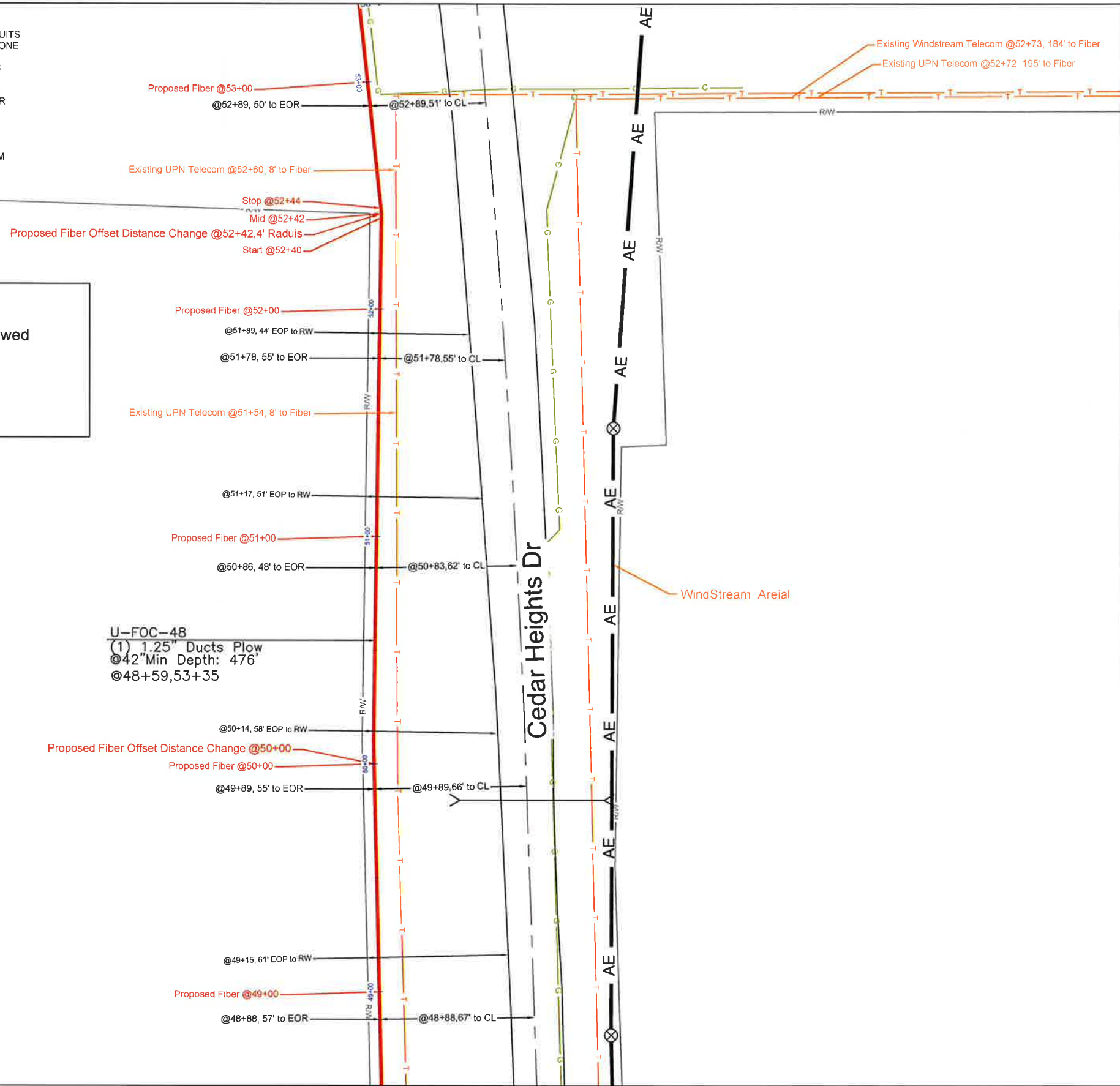
See Sheet 68030-27

See Sheet 68030-25

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Linetype Legend Cedar Falls

- Proposed UG Fiber - Plowed
- AE Existing Aerial Fiber
- G Gas Line
- T Tele./Comm. Line





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls
 Footage: 15569'
 Page 27 Cedar Falls
 Route Footage 783'

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 www.iowaonecall.com

Prepared by:

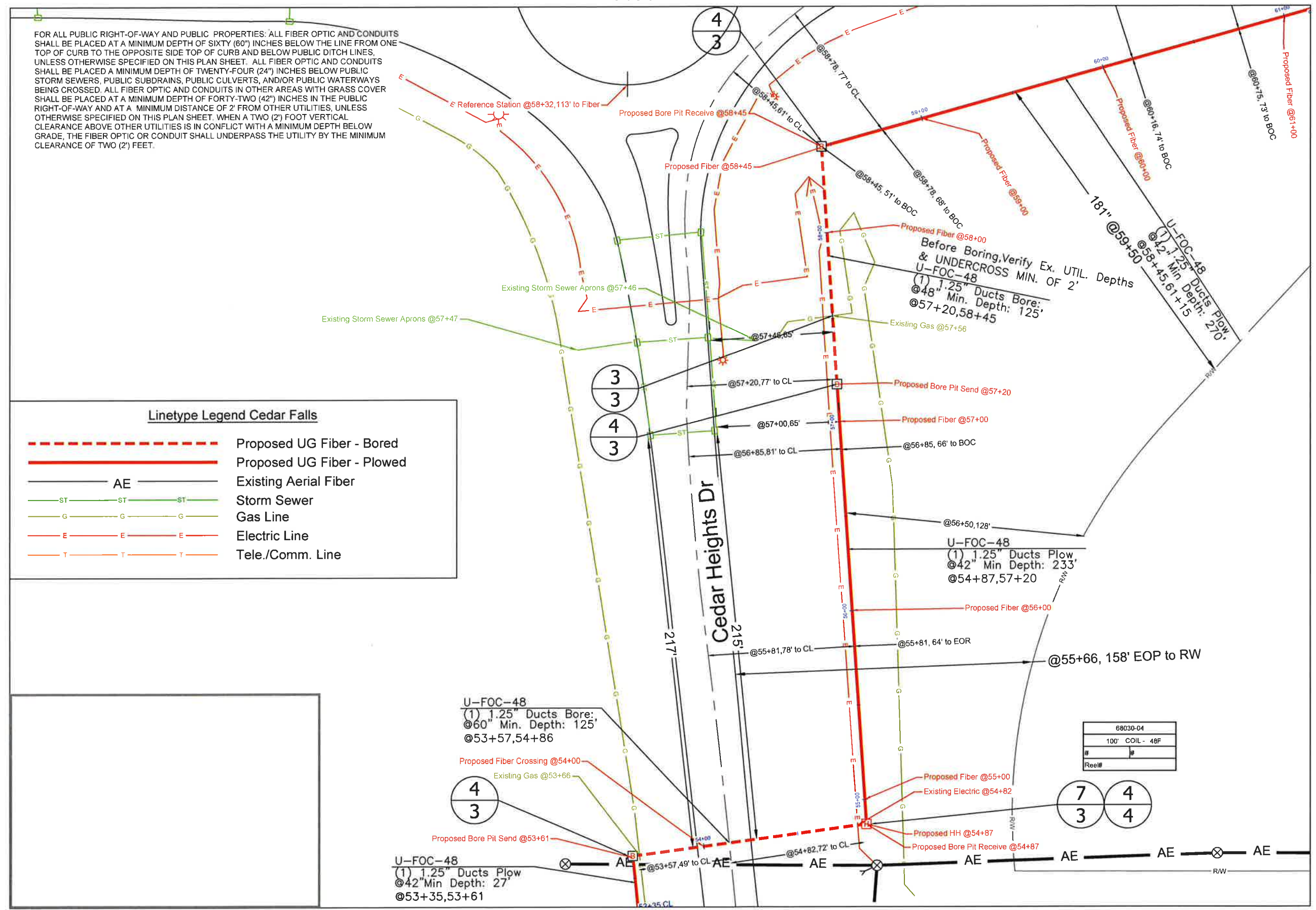
 compass consultants inc.
 Perham, MN 218-346-3600
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See Sheet 68030-28

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

Linetype Legend Cedar Falls

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Storm Sewer
	Gas Line
	Electric Line
	Tele./Comm. Line



See Sheet 68030-26

See Sheet 68030-29



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA

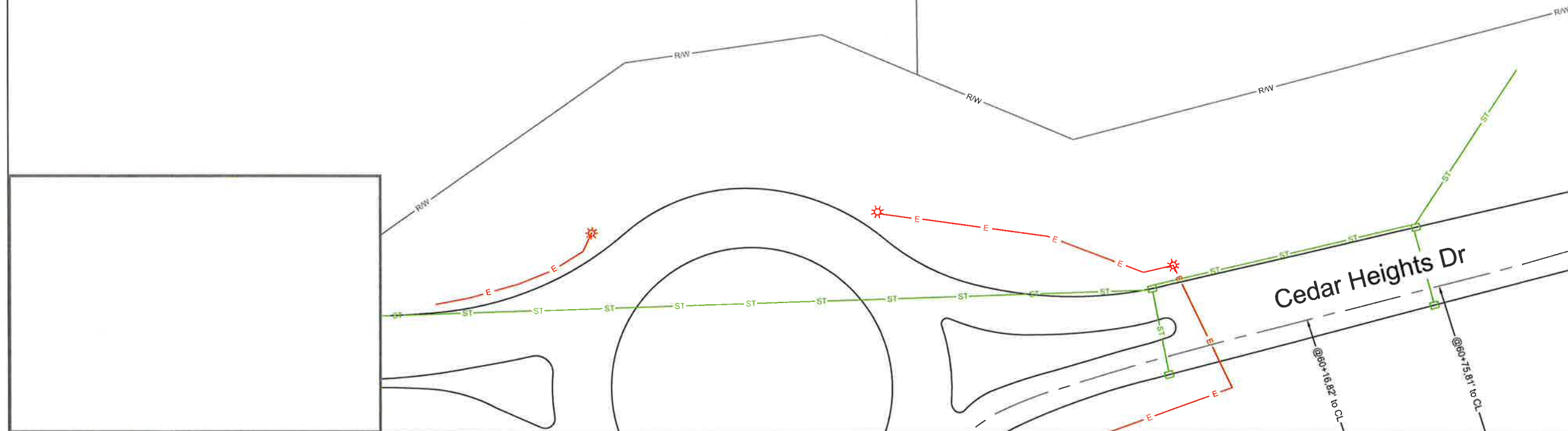
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www.iowaonecall.com

Prepared by:
 **compass**
 consultants inc.
 Perham, MN 218-346-3600
 TrustCompass.com

Linetype Legend Waterloo

-  Electric Line
-  Storm Sewer

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.



See Sheet 68030-27

See Sheet 68030-29



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 29 Cedar Falls Route Footage: 735'



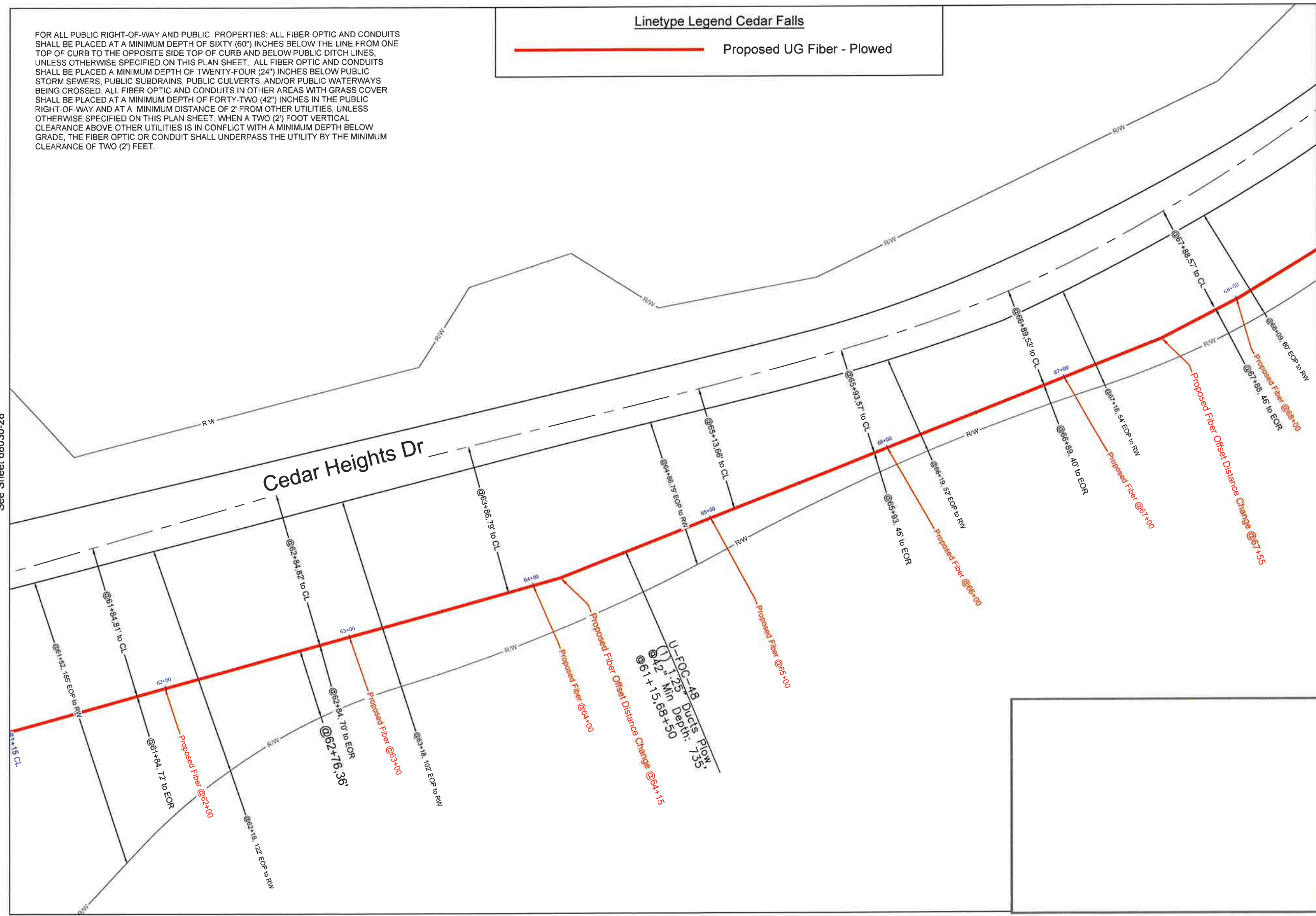
Linetype Legend Cedar Falls

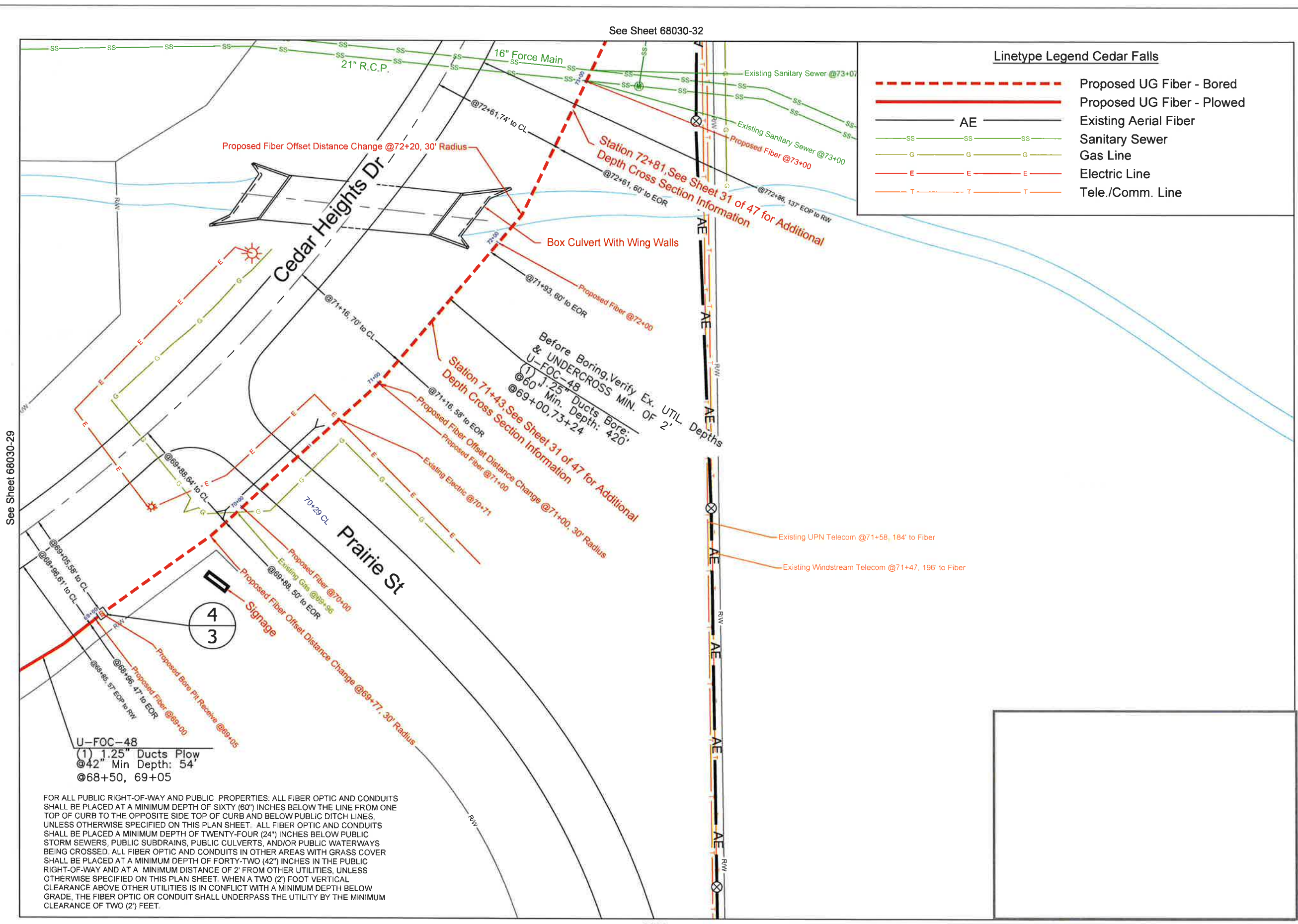
————— Proposed UG Fiber - Plowed

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

See Sheet 68030-28

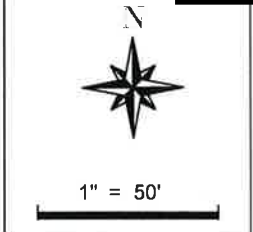
See Sheet 68030-30





Linetype Legend Cedar Falls

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Existing Aerial Fiber
	Sanitary Sewer
	Gas Line
	Electric Line
	Tele./Comm. Line



Route	
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	
Drafted By:	TJR 6/17/19
Built By:	
As-Built By:	
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 30 Cedar Falls Route Footage: 472'



U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 54'
 @68+50, 69+05

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60) INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24) INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42) INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

See Sheet 68030-29

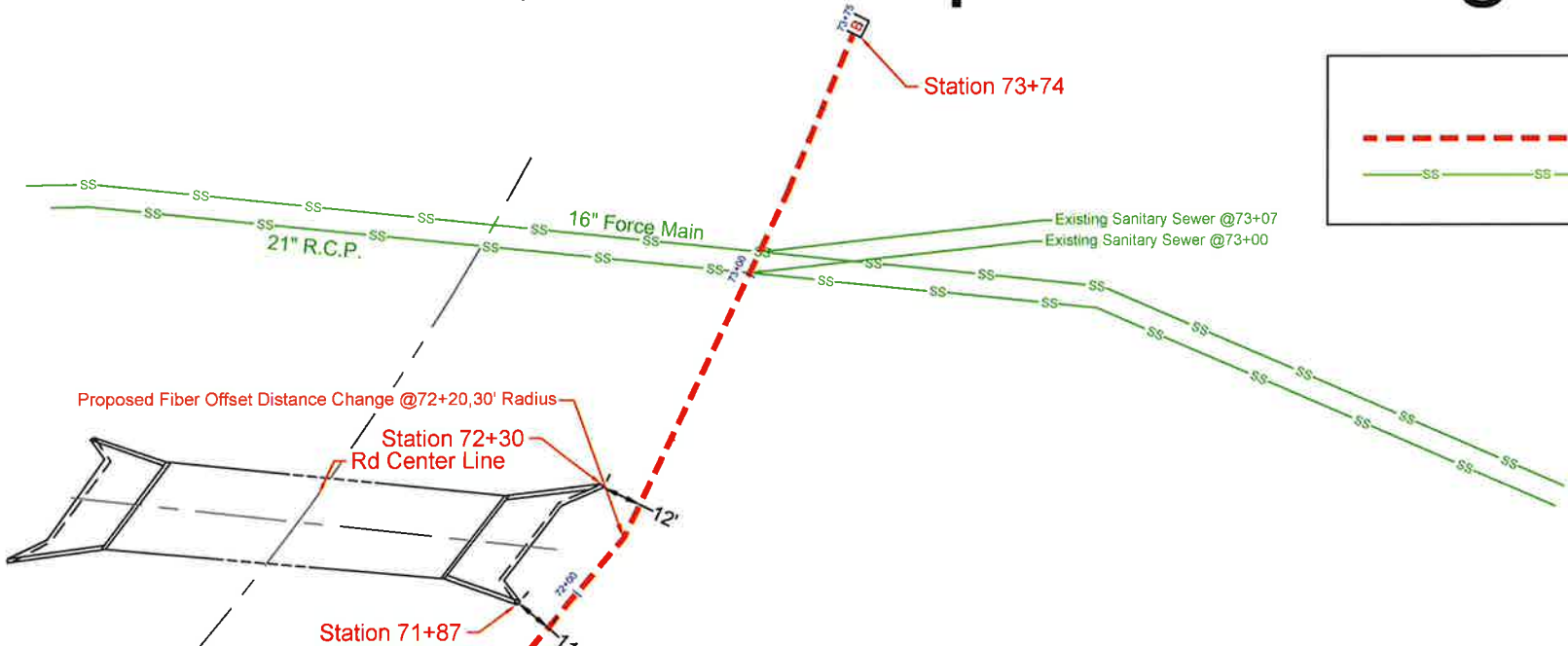
See Sheet 68030-32

Section 29, Township 89N, Range 13 W

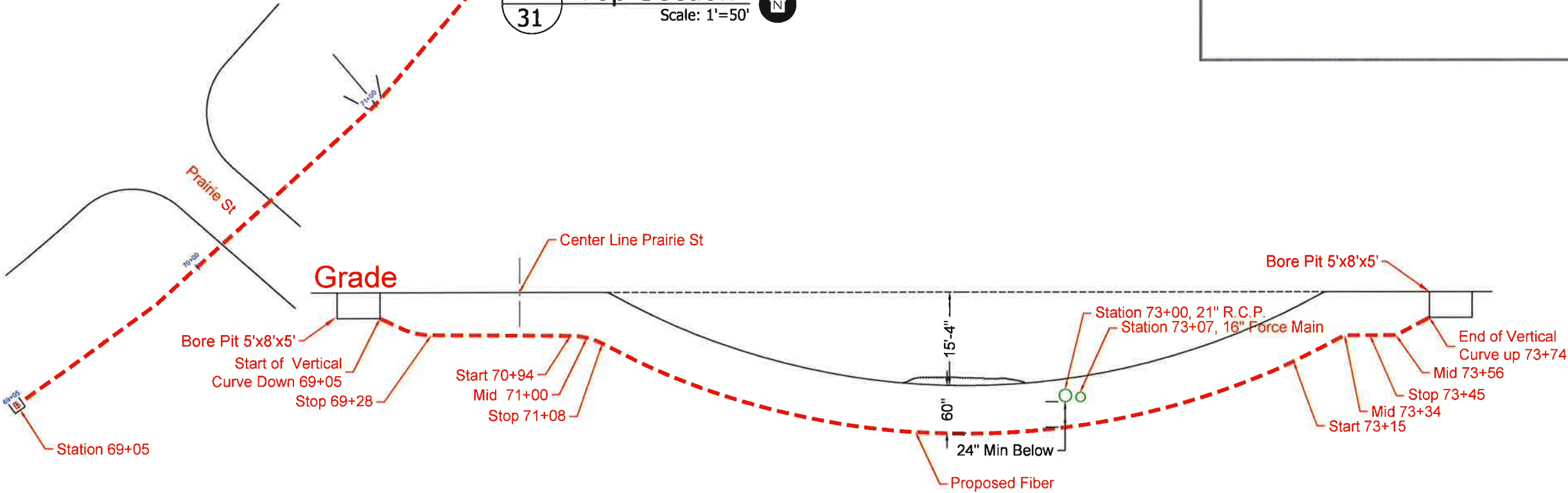


1" = 50'

Linetype Legend Cedar Falls	
	Proposed UG Fiber - Bored
	Sanitary Sewer



1
31 **Top Section**
Scale: 1'=50'



2
31 **Cross Section**
Scale: NTS

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19



Cedar Falls, IA
Culvert Detail
Cedar Heights Dr

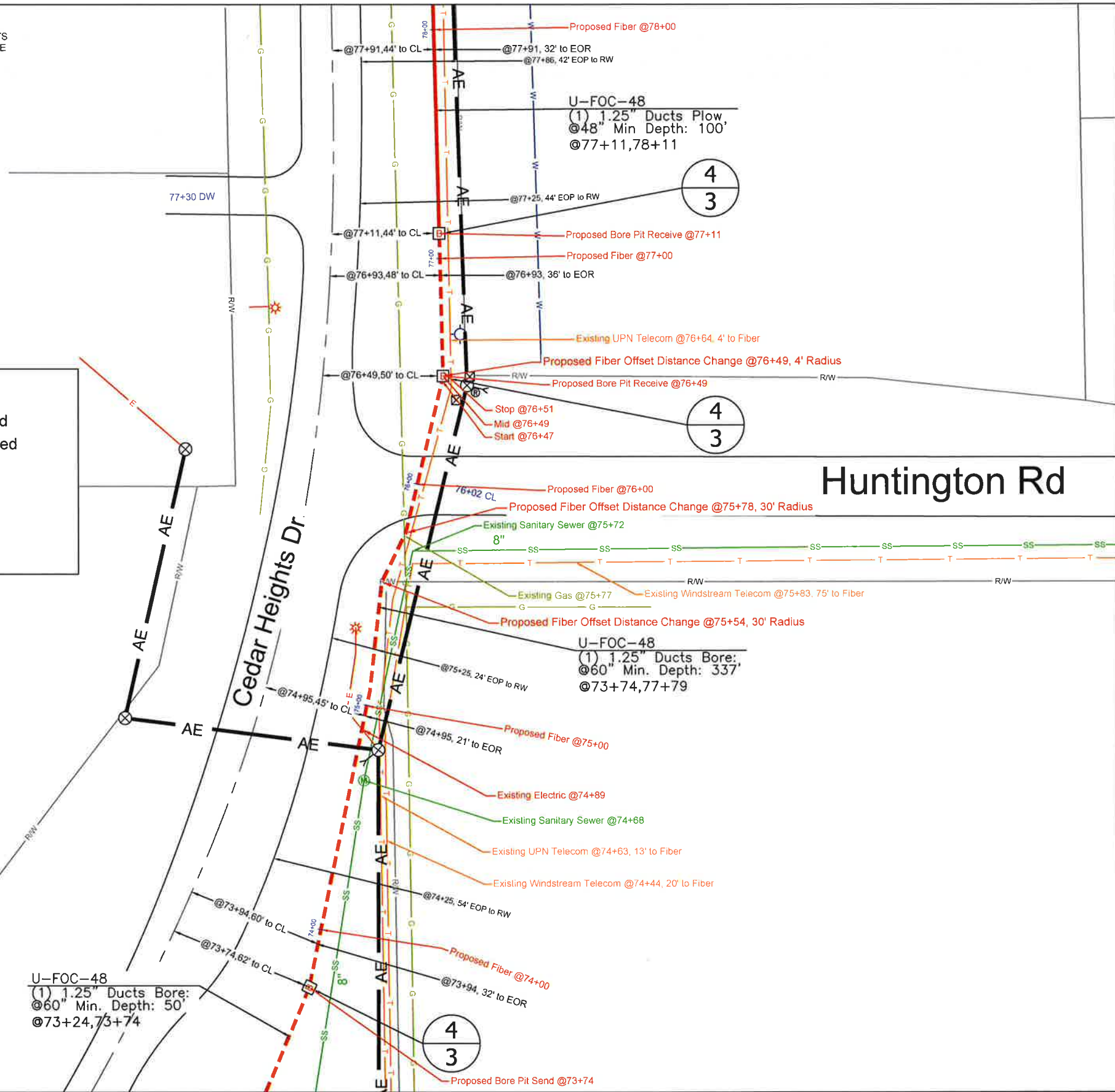


See Sheet 68030-33

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Linetype Legend Cedar Falls

-  Proposed UG Fiber - Bored
-  Proposed UG Fiber - Plowed
-  Existing Aerial Fiber
-  Sanitary Sewer
-  Gas Line
-  Electric Line
-  Tele./Comm. Line



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 32 Cedar Falls Route Footage: 486'



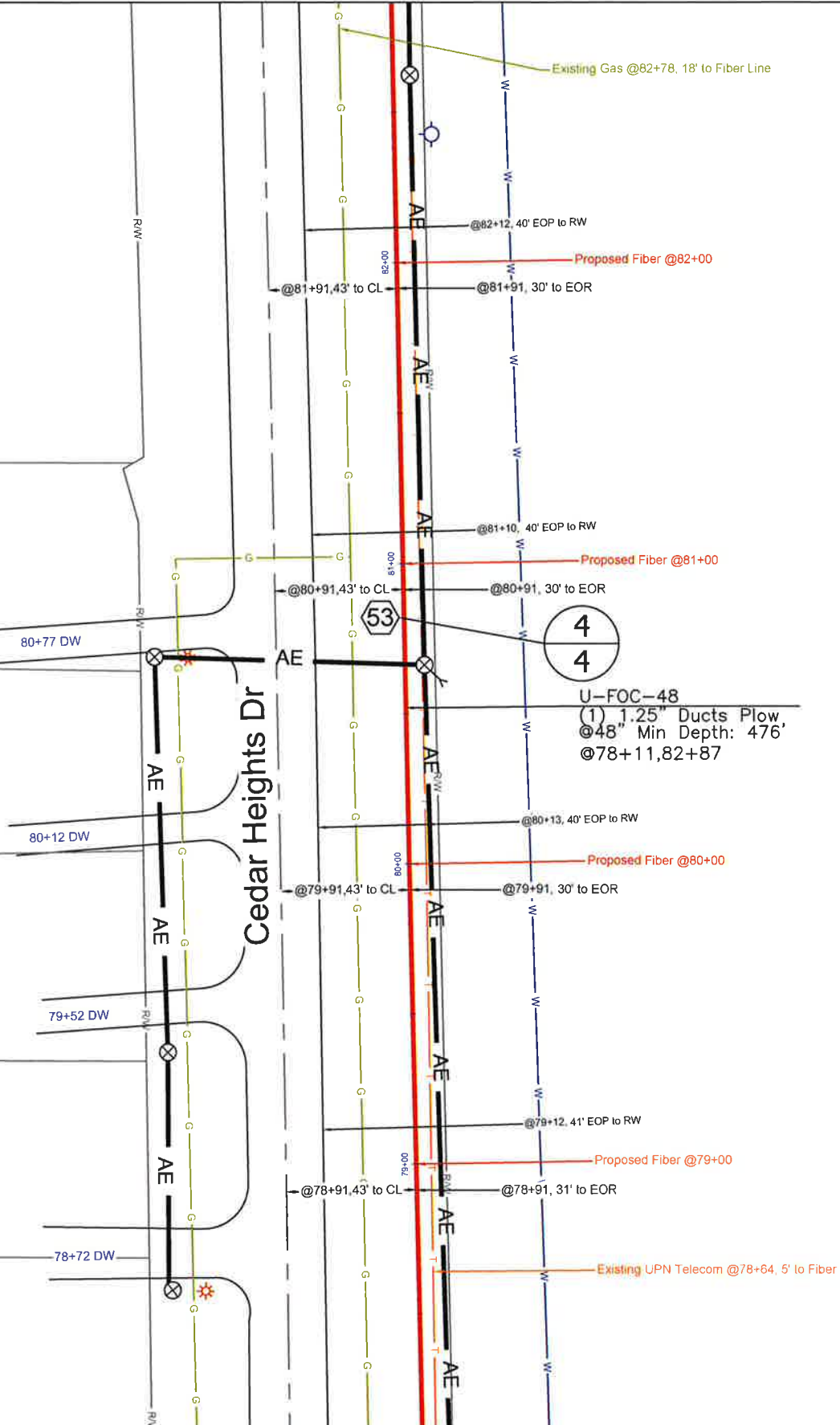
See Sheet 68030-30

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See Sheet 68030-34

Linetype Legend Cedar Falls

- Proposed UG Fiber - Plowed
- AE — Existing Aerial Fiber
- G — G — G — Gas Line
- T — T — T — Tele./Comm. Line



See Sheet 68030-32



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Slaked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19





Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 33 Cedar Falls
 Route Footage: 476'



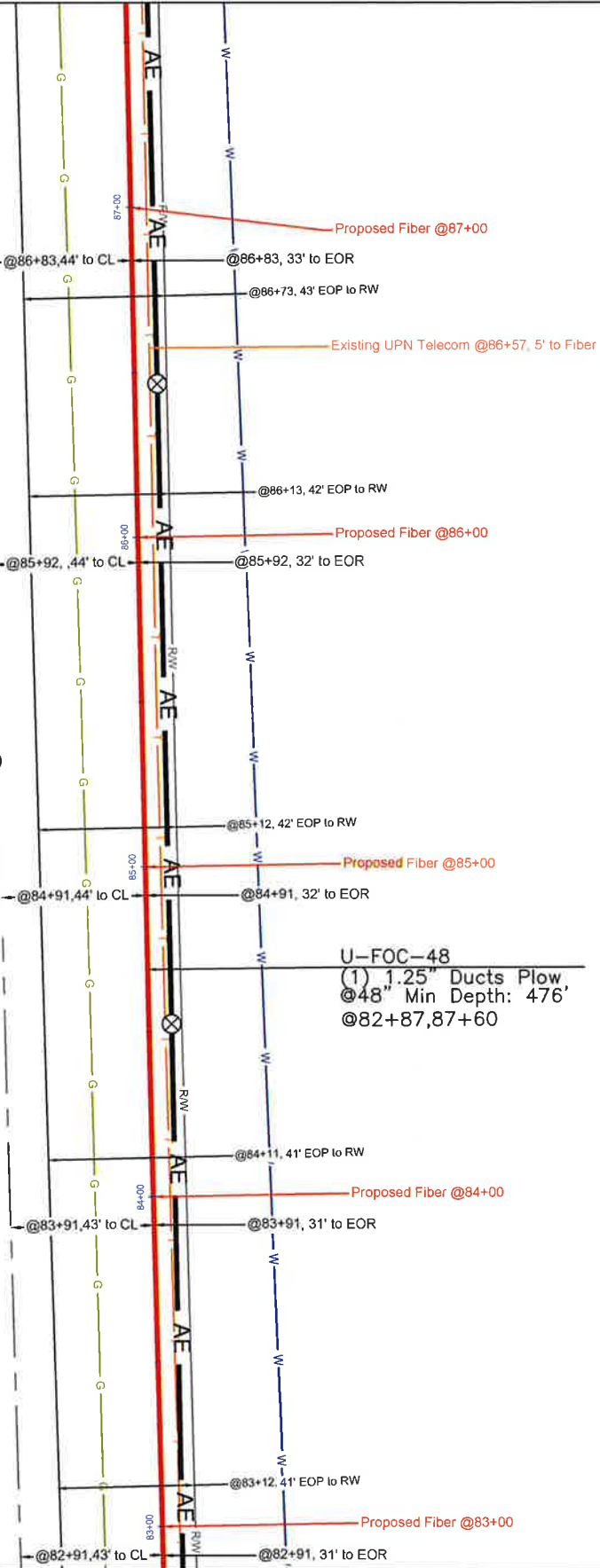
See Sheet 68030-35

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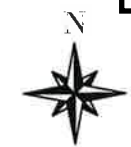
Linetype Legend Cedar Falls

-  Proposed UG Fiber - Plowed
-  Existing Aerial Fiber
-  Gas Line
-  Tele./Comm. Line

Cedar Heights Dr



See Sheet 68030-33



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 34 Cedar Falls Route Footage: 476'



Prepared by:

 Perham, MN 218-346-3600
 TrustCompass.com



1" = 50'

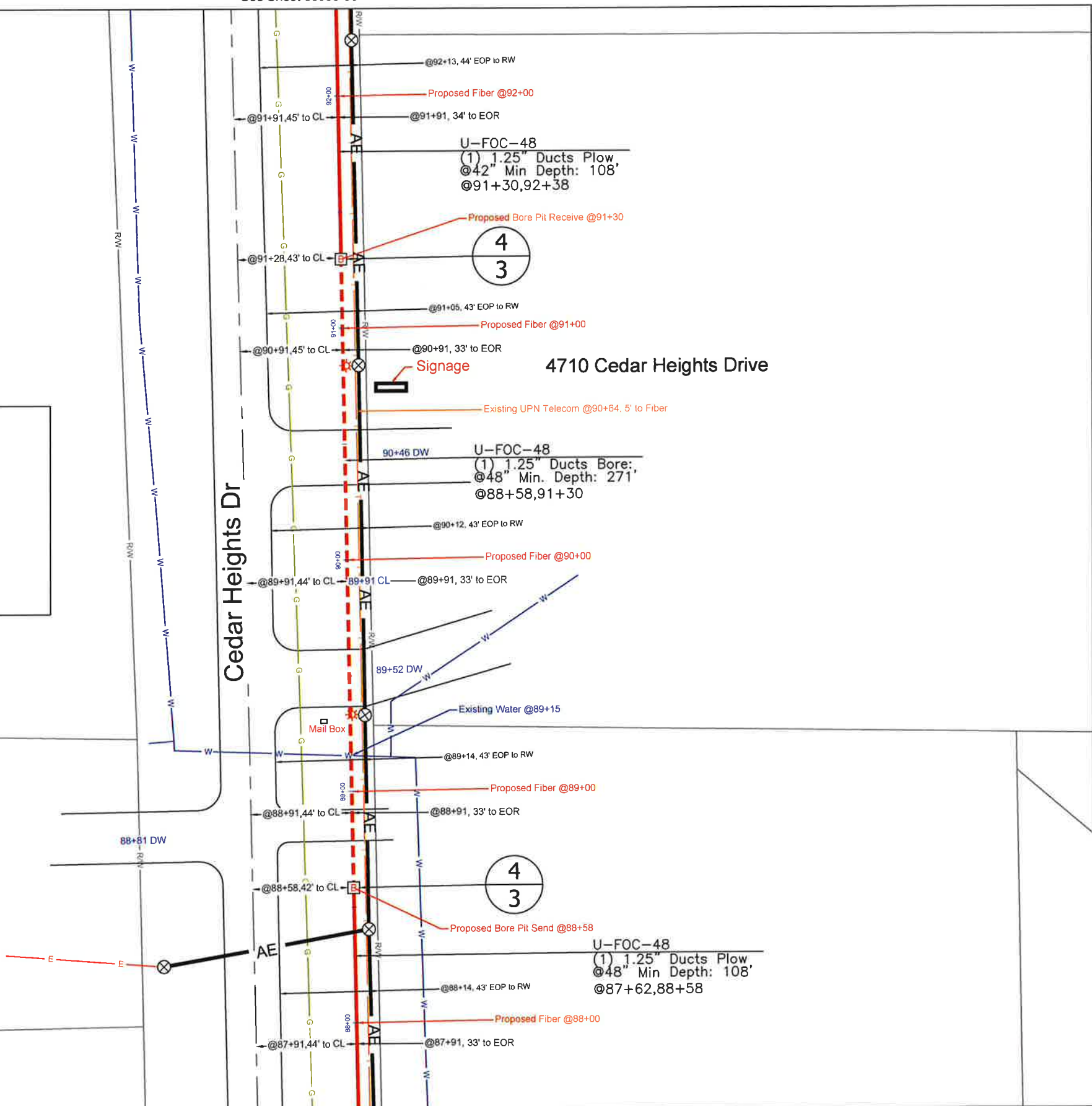
FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

Linetype Legend Cedar Falls

- Proposed UG Fiber - Bored
- Proposed UG Fiber - Plowed
- Existing Aerial Fiber
- Gas Line
- Electric Line
- Tele./Comm. Line
- Water Line

See Sheet 68030-36

See Sheet 68030-34



Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 35 Cedar Falls Route Footage: 487'



FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

See Sheet 68030-37







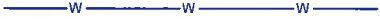
See Sheet 68030-35

Cedar Hills Road

Cedar Heights Dr

4616 Cedar Heights Drive

Linetype Legend Cedar Falls

-  Proposed UG Fiber - Bored
-  Proposed UG Fiber - Plowed
-  Existing Aerial Fiber
-  Gas Line
-  Electric Line
-  Tele./Comm. Line
-  Water Line



Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 36 Cedar Falls
 Route Footage: 475'





1" = 50'

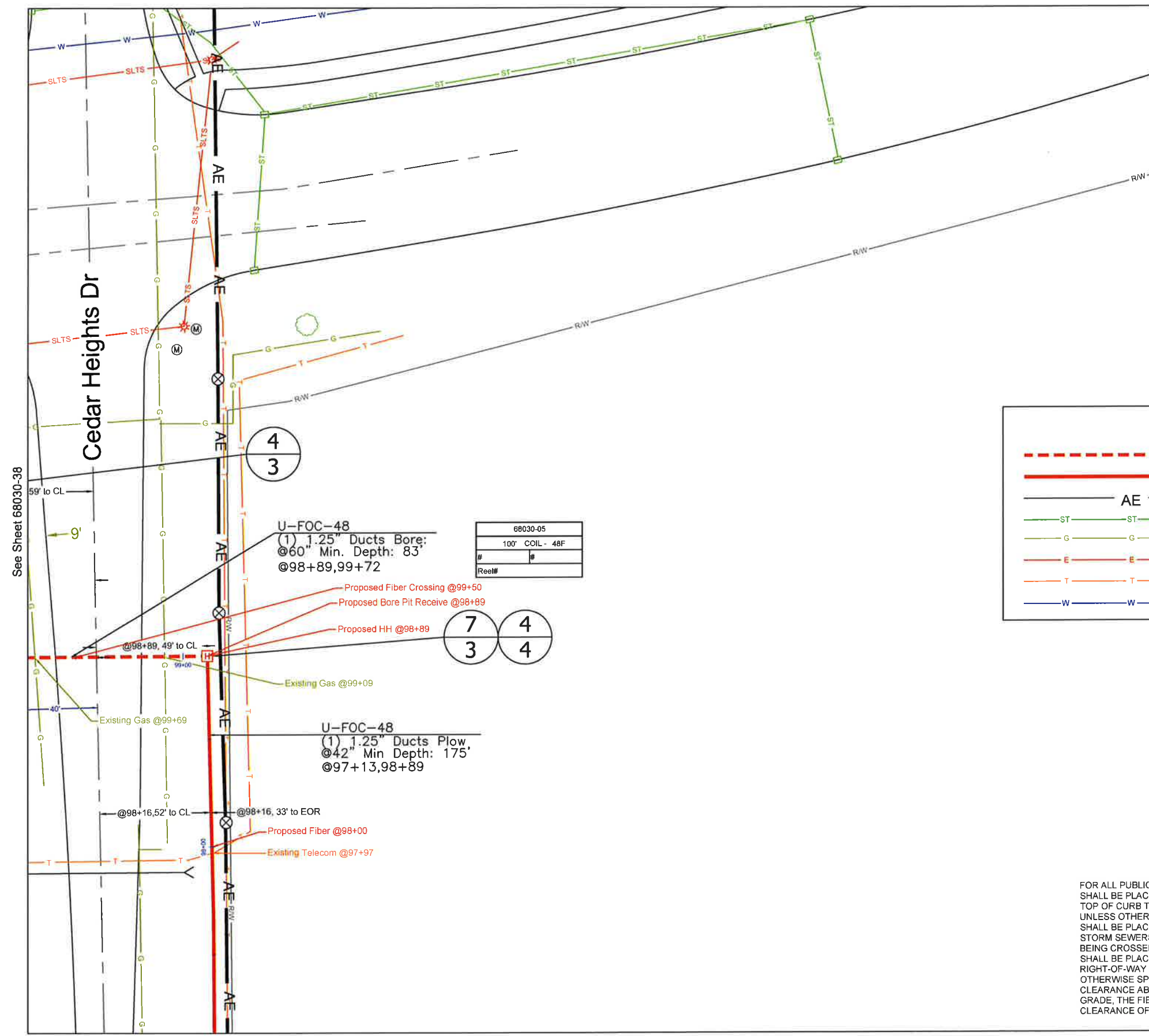
Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 37 Cedar Falls
 Route Footage: 258'



See Sheet 68030-38

4
3

U-FOC-48
 (1) 1.25" Ducts Bore;
 @60" Min. Depth: 83'
 @98+89,99+72

68030-05
100' COIL - 48F
#
Reel#

U-FOC-48
 (1) 1.25" Ducts Plow
 @42" Min Depth: 175'
 @97+13,98+89

7 4
3 4

Linetype Legend Cedar Falls

- Proposed UG Fiber - Bored
- Proposed UG Fiber - Plowed
- Existing Aerial Fiber
- Storm Sewer
- Gas Line
- Electric Line
- Tele./Comm. Line
- Water Line

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

See Sheet 68030-36



1" = 50'

Route	
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



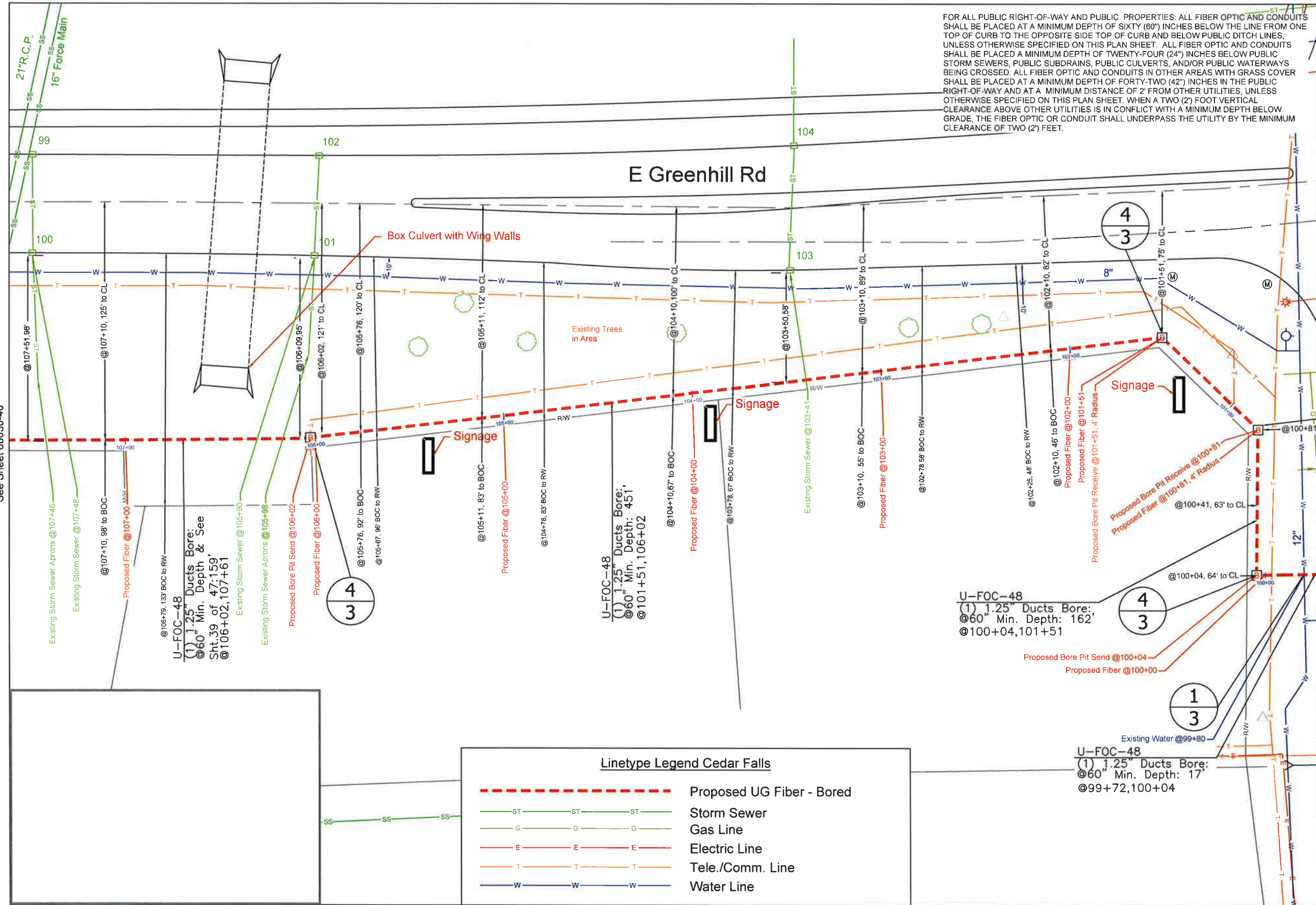
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Staked By:	
Drafted By:	TJR 6/17/19
Built By:	
As-Built By:	
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 38 Cedar Falls Route Footage: 789'



FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.

E Greenhill Rd



See Sheet 68030-40

See Sheet 68030-37

	Proposed UG Fiber - Bored
	Storm Sewer
	Gas Line
	Electric Line
	Tele./Comm. Line
	Water Line

U-FOC-48
 (1) 1.25" Ducts Bore:
 @60" Min. Depth: 451'
 Sht. 39 of 47: 159'
 @106+02, 107+61

U-FOC-48
 (1) 1.25" Ducts Bore:
 @60" Min. Depth: 451'
 @101+51, 106+02

U-FOC-48
 (1) 1.25" Ducts Bore:
 @60" Min. Depth: 162'
 @100+04, 101+51

U-FOC-48
 (1) 1.25" Ducts Bore:
 @60" Min. Depth: 17'
 @99+72, 100+04

Section 29, Township 89N, Range 13W



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



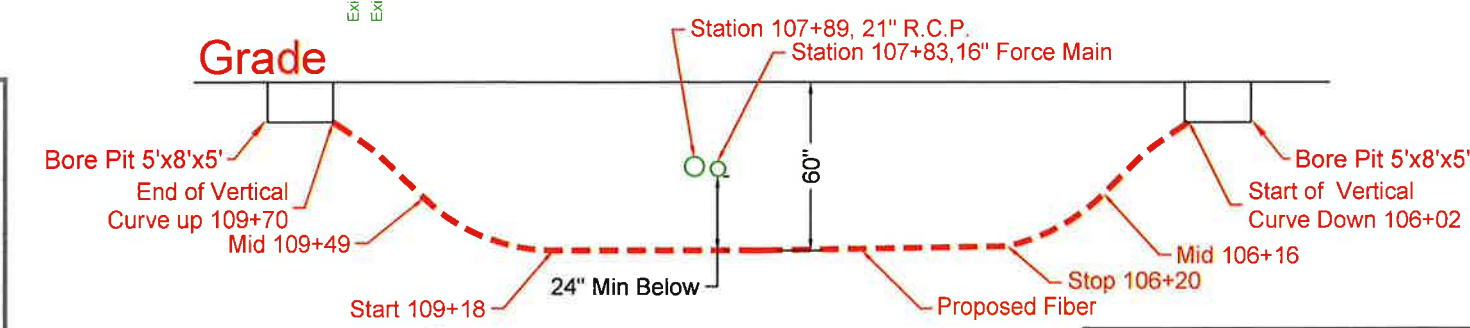
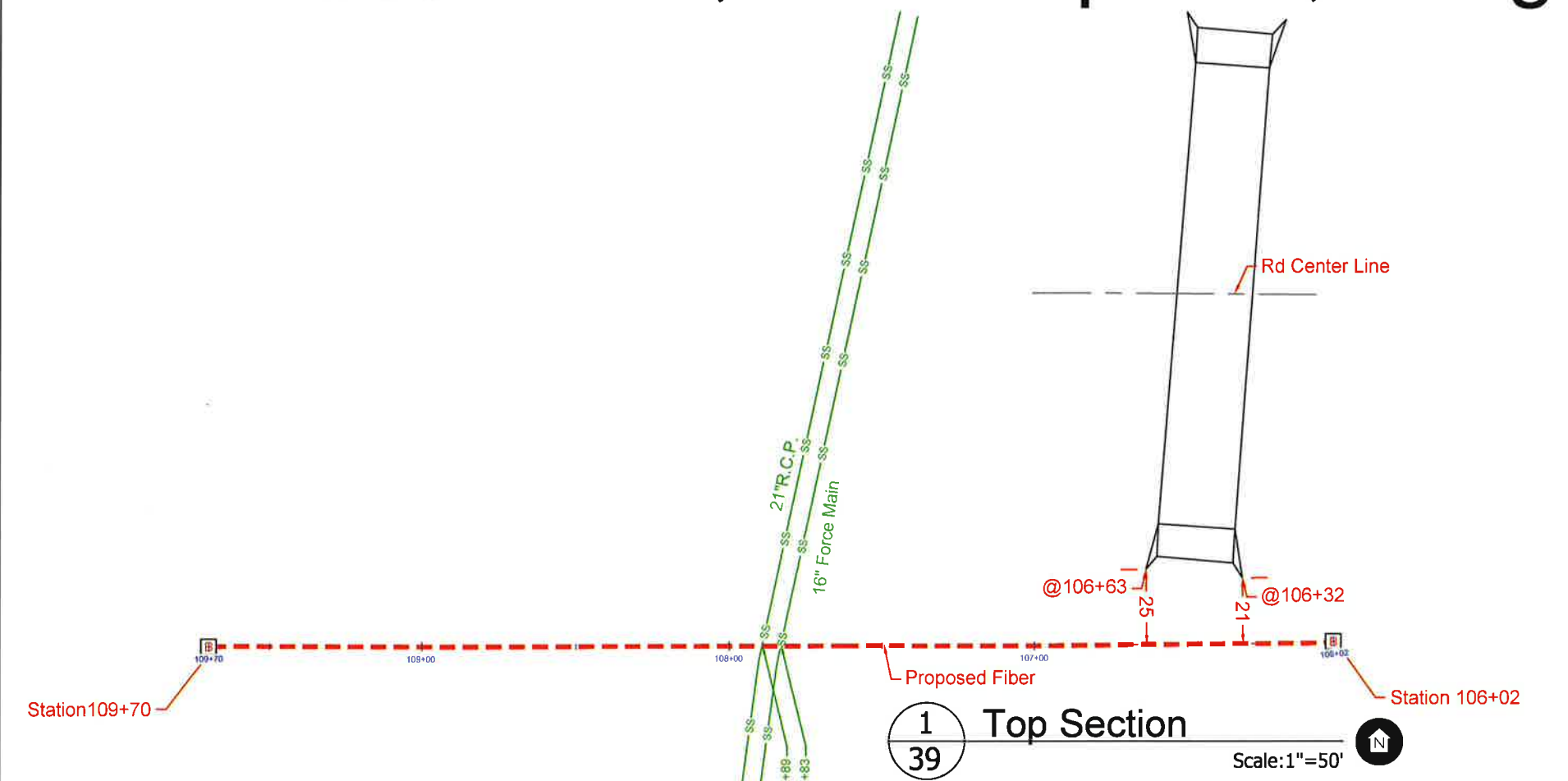
TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
Culvert Detail
Cedar Heights Dr

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Linetype Legend Cedar Falls

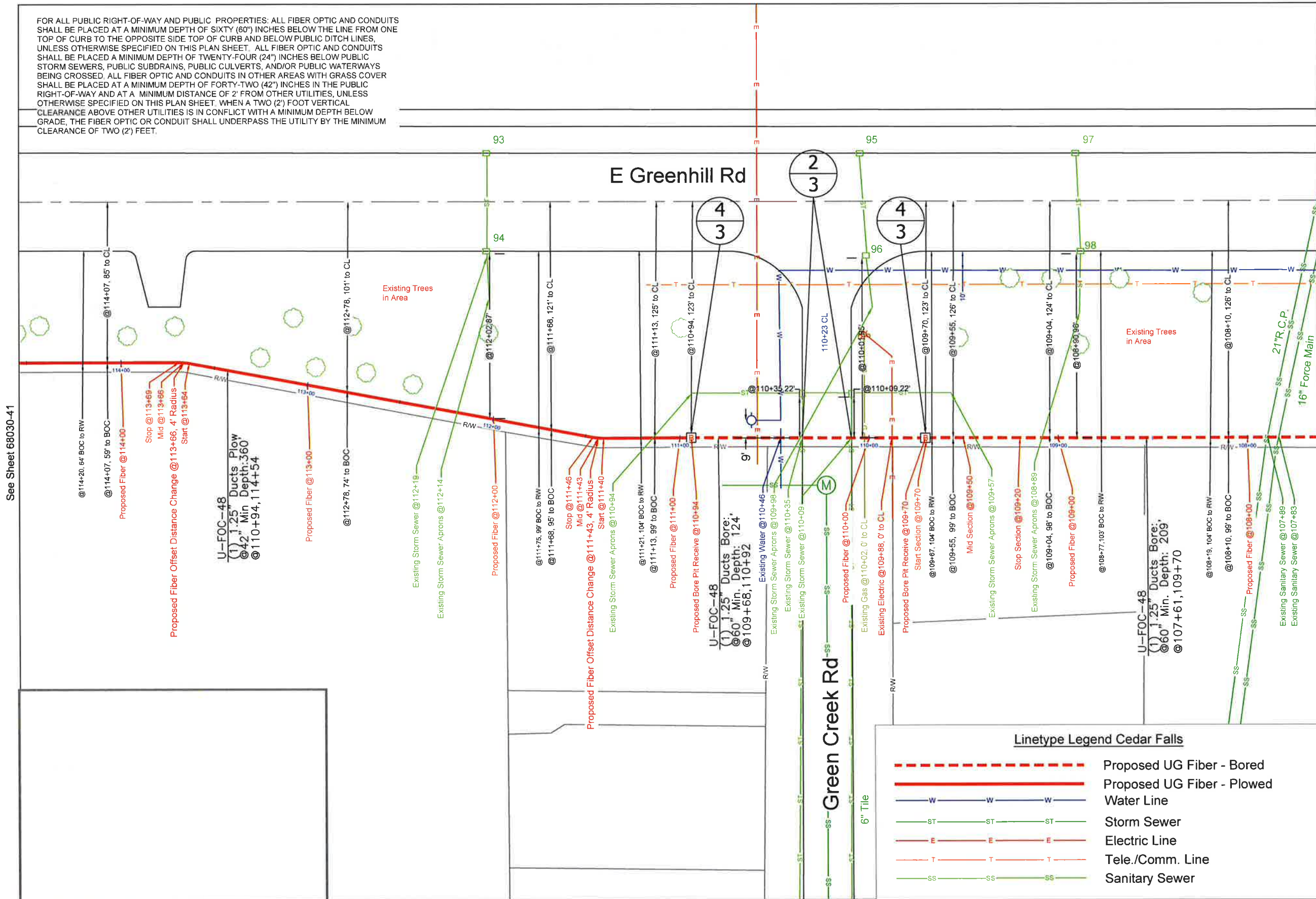
	Proposed UG Fiber - Bored
	Sanitary Sewer



1" = 50'

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.

See Sheet 68030-41



See Sheet 68030-38

Route	
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 40 Cedar Falls Route Footage: 693'

Linetype Legend Cedar Falls

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Water Line
	Storm Sewer
	Electric Line
	Tele./Comm. Line
	Sanitary Sewer





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



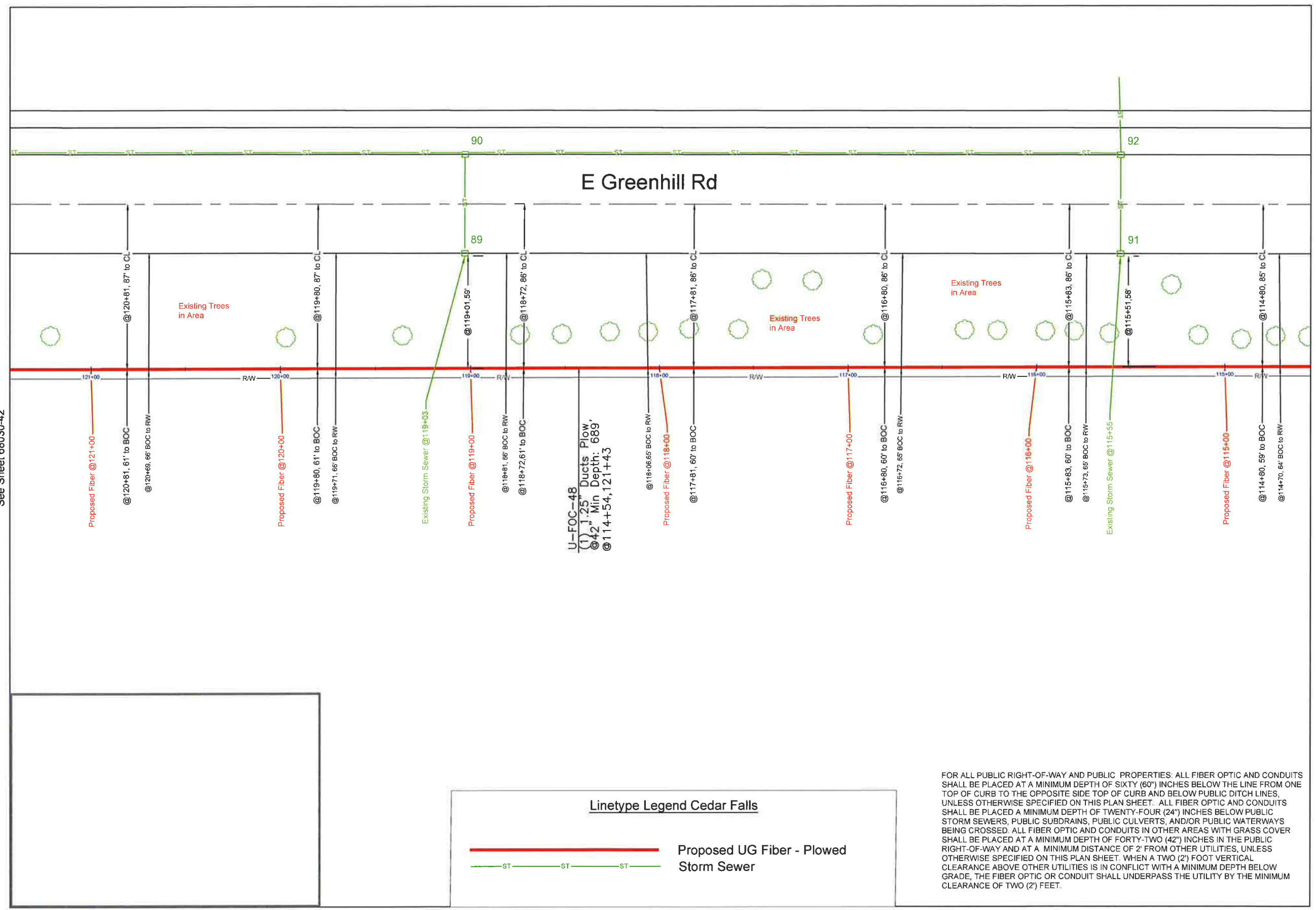
TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 41 Cedar Falls Route Footage: 689'

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See Sheet 68030-42

See Sheet 68030-40

Linetype Legend Cedar Falls

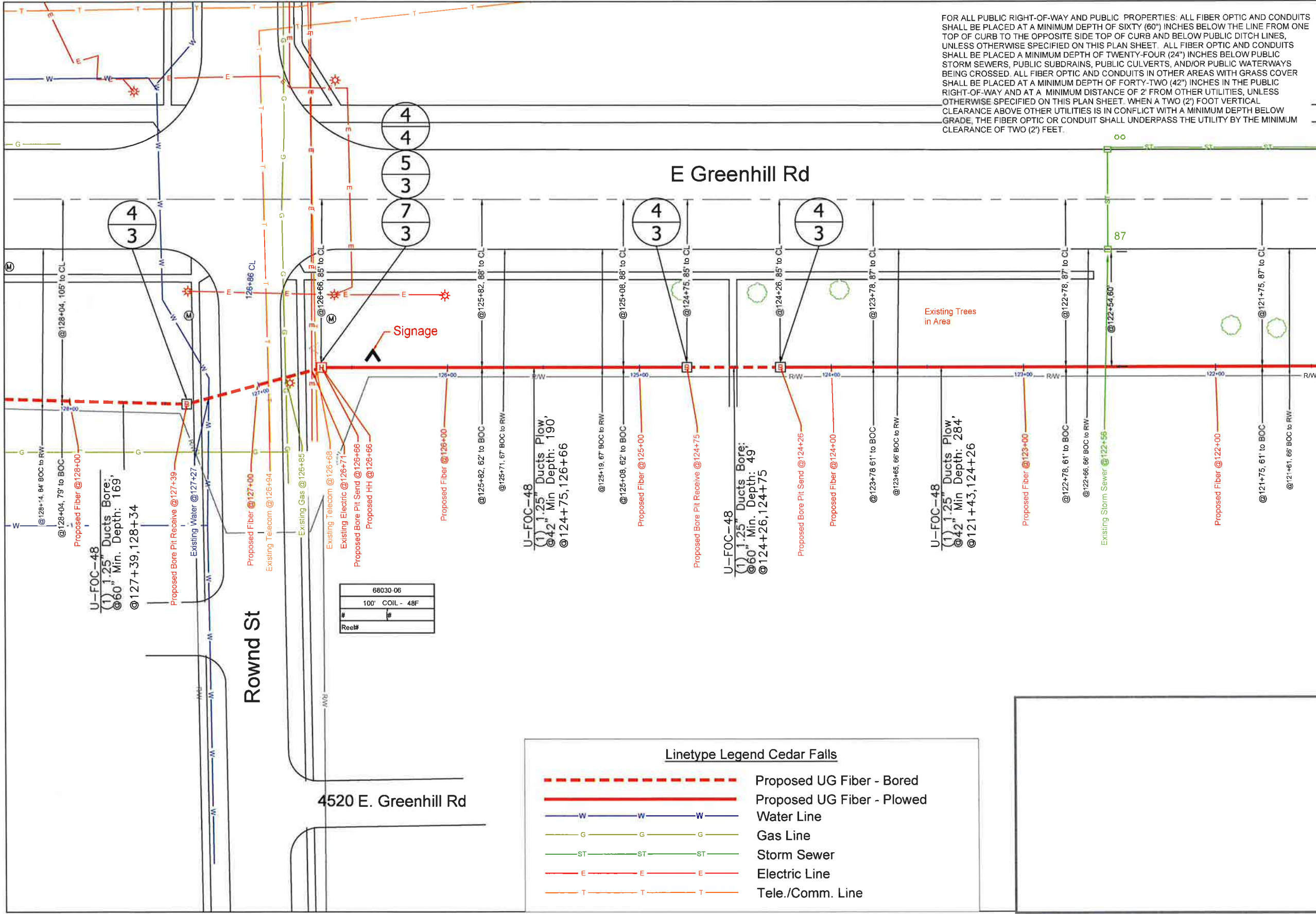


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1" = 50'

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.



See Sheet 68030-43

See Sheet 68030-41

68030-06	
100' COIL - 48F	
#	#
Reel#	

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Water Line
	Gas Line
	Storm Sewer
	Electric Line
	Tele./Comm. Line

Route	
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING	
Staked By:	
Drafted By:	TJR 6/17/19
Built By:	
As-Built By:	
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 42 Cedar Falls Route Footage: 692'





1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

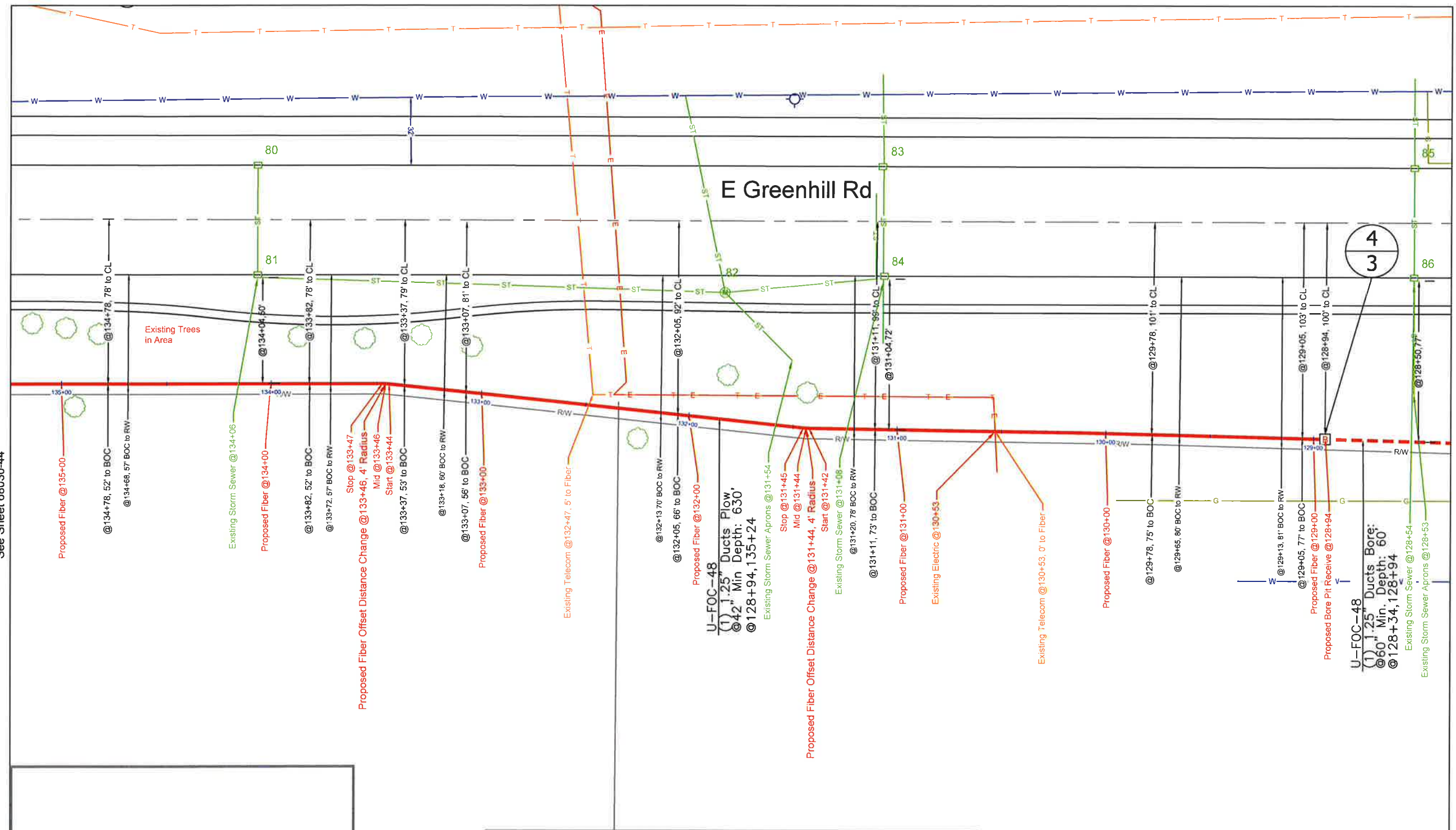
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	-
Rev #3	TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 43 Cedar Falls Route Footage: 690'

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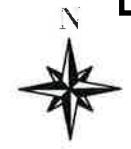
See Sheet 68030-44

See Sheet 68030-42

Linetype Legend Cedar Falls

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Storm Sewer
	Electric Line
	Tele./Comm. Line
	Water Line

FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2) FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2) FEET.



1" = 50'

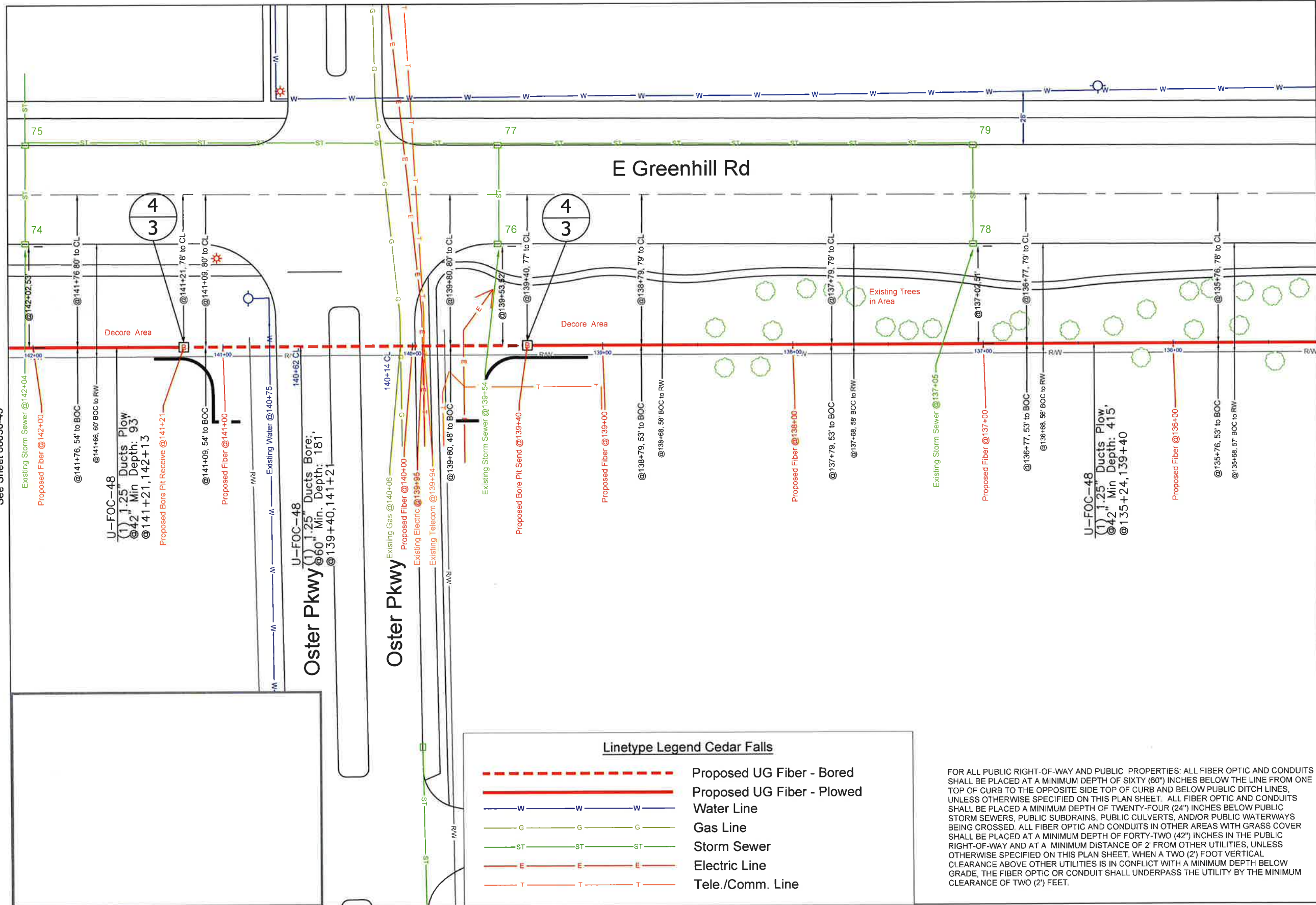
Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030



TRACKING

Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 44 Cedar Falls Route Footage: 689'



See Sheet 68030-45

See Sheet 68030-43

Linetype Legend Cedar Falls

	Proposed UG Fiber - Bored
	Proposed UG Fiber - Plowed
	Water Line
	Gas Line
	Storm Sewer
	Electric Line
	Tele./Comm. Line

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1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030

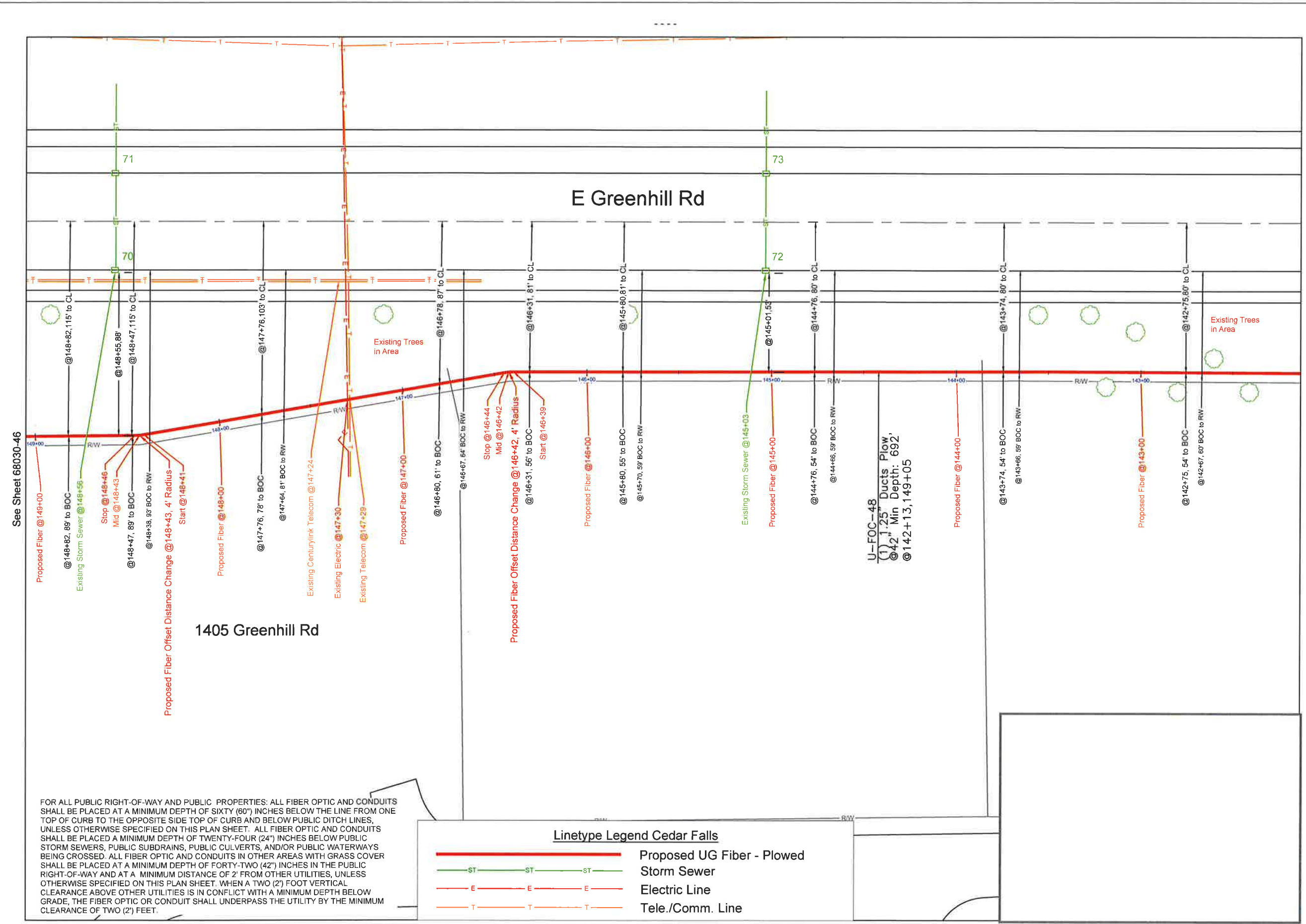


TRACKING	
Staked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	Rev #3 TJR 8-12-19

Cedar Falls, IA
 Total Cedar Falls Footage: 15569'
 Page 45 Cedar Falls Route Footage: 692'

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See Sheet 68030-46

See Sheet 68030-44

See Sheet 68030-46

Linetype Legend Waterloo

-  Proposed UG Fiber in Existing Duct
-  Tele./Comm. Line

1405 Greenhill Rd

U-FOC-48
Existing Ducts
UG Route: 497'

Detention Basin



1" = 50'

Route	-
City	Cedar Falls, IA
County	Black Hawk
Filename	Verizon Orchard Hill
Work Order #	68030

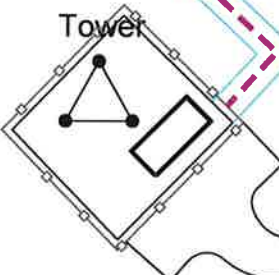


TRACKING

Slaked By:	-
Drafted By:	TJR 6/17/19
Built By:	-
As-Built By:	-
Revision	
Rev #3	TJR 8-12-19

Cedar Falls, IA
Total Cedar Falls
Footage: 15569'
Page 47 Cedar Falls
Route Footage: 497'

Tower	
50'	COIL - 48F
#	#
Ree#	



FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES: ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW THE LINE FROM ONE TOP OF CURB TO THE OPPOSITE SIDE TOP OF CURB AND BELOW PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. ALL FIBER OPTIC AND CONDUITS SHALL BE PLACED A MINIMUM DEPTH OF TWENTY-FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC AND CONDUITS IN OTHER AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT-OF-WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN SHEET. WHEN A TWO (2') FOOT VERTICAL CLEARANCE ABOVE OTHER UTILITIES IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC OR CONDUIT SHALL UNDERPASS THE UTILITY BY THE MINIMUM CLEARANCE OF TWO (2') FEET.



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 compass consultants inc.

Perham, MN 218-346-3600
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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, AICP, Planner II
DATE: September 9, 2019
SUBJECT: Façade review of property in the Central Business District Overlay

REQUEST: Request to approve a Central Business District Overlay Site Plan for new facade treatments at 311 Main Street

PETITIONER: Owner: B.J.'s Holdings

LOCATION: 311 Main Street

PROJECT #: DR19-005

PROPOSAL

The owner of Pump Haus, 311 Main Street, is requesting a site plan review to replace the existing storefront windows with two glass garage doors and install a 20' by 10' retractable awning over a recently approved sidewalk café; see the attached supplemental materials for the sidewalk café layout. The property is located in the Central Business District Overlay. See current and proposed facade images below (please note that the provided image of the proposed façade does not show the sidewalk café or the retractable awning).



Current

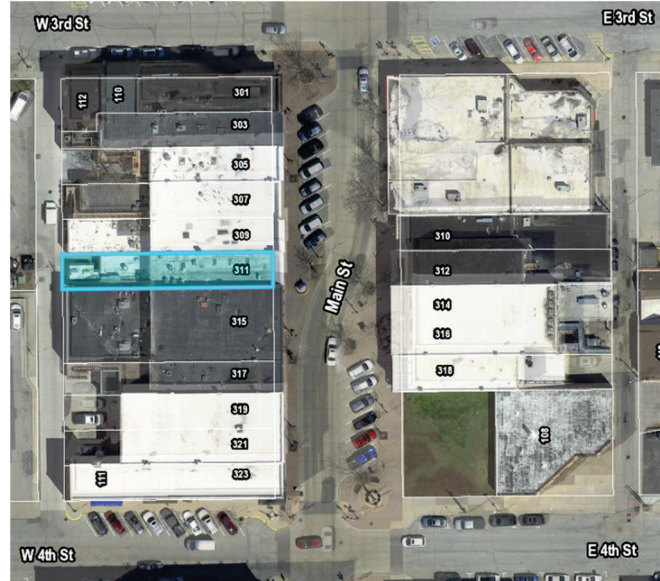


Proposed

BACKGROUND

The petitioner proposes to replace the existing storefront windows on the façade of 311 Main Street with two glass garage doors as well as install a 20' by 10' retractable awning over a recently approved outdoor café. The property is located on the west side of the 300 block of Main Street, see image to the right.

311 Main Street was originally constructed in 1893. The last substantial improvement to the façade of this building was done in 2007 which entailed a major exterior and interior renovation. During the historic inventory of the downtown conducted in 2015 it was found that this building is noncontributing to the Cedar Falls Downtown Historic District due to the significant modifications that have been made to the façade.



This property is located within the C-3, Commercial District Zone (Section 26-172) and is also subject to the Central Business District Overlay regulations (Section 26-189). In this zone, any “substantial improvement” to an exterior façade, including removing exterior windows and the addition of new awnings, requires design review by the Planning and Zoning Commission and City Council. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

“Substantial improvement” includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

ANALYSIS

Following is an evaluation of the proposed façade changes according to the review standards in the Central Business District Overlay Zone:

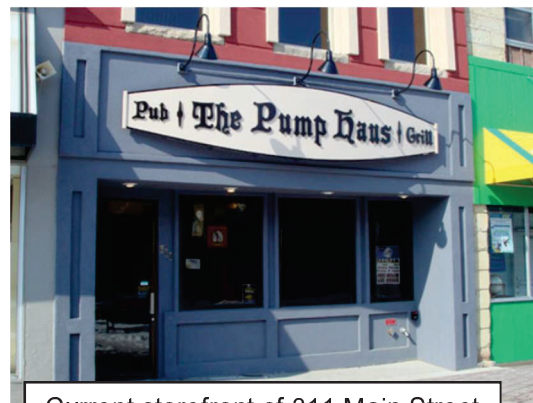
1. Proportion: The applicant is proposing to install a 20 foot by 10 foot retractable awning. The awning will be mounted on the building 10 feet above the sidewalk level and will extend 10 feet over the sidewalk to cover most of the sidewalk café. The edge of the sidewalk café, see attached plan, is angled to follow the street curve. At the point of full extension the awning will have a clearance of 8 feet off of the sidewalk (meeting the minimum clearance



Example of proposed awning

requirements). See sample image on the previous page. The awning adds a new horizontal element to this façade. Awnings are common in the downtown but not at this scale. It is standard practice that any projection over the public right-of-way is limited to 5 feet or half the width of the sidewalk in front of the building, whichever is less. However, this is the first time an awning has been proposed in relation to a sidewalk café. The proposed awning would be in proportion to the sidewalk café and will not extend over the remaining walkway. The purpose of an awning is to provide shade and weather protection and historically large retractable awnings were commonplace features of a storefront. Staff is of the opinion that this type of improvement could be appropriate as long as the awning is retracted or taken down when the sidewalk café is removed. In addition, to ensure public safety, any projections over the right-of-way must be reviewed and approved by the Building Official to ensure that they are mounted properly and are designed in a manner that can withstand expected wind loads. As this is the first awning of its type proposed in the district, a discussion from the Commission is warranted. **Discussion needed.**

The current façade has three large, well-proportioned storefront display windows separated by two vertical mullions that correspond to the architectural design of the paneled knee wall. The applicant is proposing to replace the windows on the storefront with two glass garage doors. See sample image of the proposed door to the right. To do this the applicant is proposing to remove the three large display windows and the two vertical mullions that currently separate the windows on the storefront and install a new vertical mullion in the center of the opening. The knee wall would remain as is. Staff understands how operable windows would be an attractive feature for a restaurant during the summer months. However, one of the most important aspects of storefront design is the large display windows. Large display windows are ideal for allowing unimpeded views into the interior of the store, which works well for all types of retail and restaurant uses. Changing out the classic storefront window configuration by replacing the display windows and mullions with modern industrial garage doors would be a substantial change that is not in keeping with the historic character of the building or district and may make this storefront space less attractive for any use other than a restaurant or bar. The proportion of the garage door openings do not fit into the existing proportions of this façade and will not align with the panels on the knee wall. There are other types of storefront operable windows that slide or swivel open, but when closed maintain the large expanse of glass typical of a storefront display window. While this storefront has been modified over time, it still includes the classic elements of traditional storefront design. Staff has encouraged the applicant to explore other options that would achieve his goals for an indoor/outdoor restaurant space but in a manner that would be more in keeping with the existing architecture of the building. **Criterion not met with the proposed garage door.**



Current storefront of 311 Main Street



Example of Proposed Garage Door

2. Roof shape, pitch and direction: As the building's roof is not being altered, **this criterion does not apply for this review.**
3. Pattern: The pattern of solid surfaces and openings needs to be considered in the alteration of a building. The applicant is proposing to remove the two vertical mullions from the storefront and add a new one in the center of the opening. Although the proposed garage door does have glass lites, the metal that surrounds the glass is substantially wider than what would be typical for window muntins, and creates much smaller openings that are not consistent with the traditional architecture of this building. This pattern is not consistent with the historical character of this building or the pattern of solid surfaces and openings of the traditional storefronts along Main Street. **Criterion not met.**
4. Building Composition: the overall structure of the building will not change; **this criterion does not apply for this review.**
5. Windows and transparencies: Although the proposed garage door does have glass lites, the many new solid breaks in the proposed garage doors make the structure less transparent than the existing design. According to the zoning code requirements, a minimum of 70 percent of the storefront area between two and ten feet in height above the adjacent ground level must consist of clear and transparent storefront windows and doors that allow views into the interior of the store. The current storefront appears to be right at the required percentage of glass. Reducing window coverage on a storefront is highly discouraged. **Criterion not met.**
6. Materials and textures: The proposed awning is made of light weight canvas. The proposed garage door is made from an aluminum stile and rail frame with full view glass. The materials proposed for both the awning and garage door, in their proposed percentage of the façade, are permitted in the district. **Criterion met.**
7. Color: The proposed awning will be grey. The aluminum of the garage door will be black. Both are neutral colors that are compatible with the existing colors of the district. **Criterion met.**
8. Architectural features: The current façade has three large, well-proportioned storefront display windows separated by two vertical mullions that correspond to the architectural design of the paneled knee wall and the traditional design and function of the building. Changing out the classic storefront window configuration by replacing the display windows and mullions with modern industrial garage doors would be a substantial change that is not in keeping with the architecture of this traditional mainstreet storefront building. Staff is not opposed to use of glass garage doors in general. They may be very attractive features if used on a commercial or manufacturing building that is being repurposed as a restaurant or store or along the side of a building that was not originally configured as a storefront. There are a number of buildings and facades in the downtown area that fit this description. However, in this particular case, the proposed garage doors do not contribute to the existing architectural features of this building and are out of character with the classic storefront buildings along Main Street. **Criterion not met.**
9. Building entries: The entry into this building is not changing; **this criterion does not apply for this review.**

10. Exterior mural wall drawings, painted artwork, exterior painting: No mural is being proposed, **this criterion does not apply for this review.**
11. Signage: No new signage is being proposed, **this criterion does not apply for this review.**

TECHNICAL COMMENTS

The city's technical committee reviewed the proposed garage door at 311 Main Street. Staff's concerns, reflected in the analysis section of this report, were shared with the applicant.

1. If the awning is approved, the applicant will need to coordinate with the City's Building Department to ensure that it is attached safely to the building and can handle appropriate wind loads.

STAFF RECOMMENDATION

The Community Development Department recommends denial, in part, of DR19-005, a request to replace the storefront windows with glass garage doors on the building at 311 Main Street.

The Community Development Department recommends approval, in part, of DR19-005, a request to install an awning on the building at 311 Main Street with the following conditions:

1. The applicant must coordinate with the City's Building Department to ensure that the awning is attached safely to the building and is of a quality that can handle appropriate wind loads.
2. The awning is retracted to project no more than 5 feet or taken down when the sidewalk café is removed.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission considered application DR19-005 at its 8/28/19 regular meeting and made the following recommendations:

1. Approve the proposed awning subject to the following conditions:
 - a. The applicant must coordinate with the City's Building Department to ensure that the awning is attached safely to the building and is of a quality that can handle appropriate wind loads.
 - b. The awning is retracted to project no more than 5 feet or taken down when the sidewalk café is removed.
2. Based on a request from the applicant made at the 8/28/19 Planning and Zoning Commission meeting, the Commission recommends approval of the installation of one garage door instead of the original two doors shown on the application.

PLANNING & ZONING COMMISSION

Discussion/Vote 8/28/2019 The Commission considered a facade review for The Pump Haus at 311 Main Street. Chair Holst noted that he will be abstaining from the discussion and passing the Chair to Vice-Chair Leeper. He introduced the item and Ms. Lehmann provided background information. She explained that the owner is requesting a site plan review for a proposed façade change to the front of the building. It is proposed to replace the storefront windows with two glass industrial garage doors and to install a new awning over the recently approved sidewalk café. The property falls within the Central Business Overlay District, which triggers Planning and Zoning and City Council approval. Ms. Lehmann displayed a rendering of the current storefront and the proposed storefront. She explained that the property was built in 1893 and a number of substantial improvements have been made since then;

these changes have made the structure non-contributing to the downtown historic district. She discussed both proposed modifications separately, starting with the criteria for the garage doors.

She explained that the proposed alteration of the storefront windows goes against a number of the district's design criteria, including: proportion, pattern, windows and transparency, and architectural features. Large display windows allow for unimpeded views into the interior of buildings, which is ideal for retail and restaurant uses, and is the most important element of building design of storefronts. The smaller glass lites in the garage door will be less transparent and may not be ideal for retail uses if the use of the space were to change in the future. She noted that staff understands that operable windows could be an attractive feature for a restaurant during summer months and would be appropriate and attractive in a different context, such as along a side street, where a storefront does not currently exist, or a repurposed industrial building. However, changing out the classic storefront window configuration with modern glass, industrial garage doors would be a substantial change that is not in keeping with the historic character of the building or the district. The proportions of the garage doors do not fit in with the existing proportions of the façade and will disrupt the architectural features and design of the building. Staff has encouraged the applicant to consider other options, such as swivel windows that will open within the existing openings, or similar. Staff is not opposed to the use of glass garage doors in general, however, it is not compatible with the classic storefronts on Main Street downtown.

Ms. Lehmann then discussed the second part of the proposal, the awning. It is proposed to be a 10' x 20' gray, lightweight canvas mounted to the building ten feet above the sidewalk and will have a clearance of 8' off the sidewalk at the point of full extension, which does meet minimum clearance requirements. Awnings are allowed downtown, however this proposal is unique in its scale and will require discussion by the Commission. Staff feels that this kind of improvement could be appropriate with the requirement that if the sidewalk café were ever removed, the awning be retracted to 5 feet or taken down. Another stipulation of approval would be that the applicant work closely with the building official to ensure that the awning is of commercial quality and is safely and properly mounted to handle wind loads.

Staff recommends denial of the garage door portion of the proposal based on the aforementioned reasons. Staff recommends approval of the proposed awning with the stipulations that the applicant coordinates with the Building Department to ensure quality and safe attachment and that the awning be retracted or taken down when the café is removed.

Bruce and Johna Petersen, 1607 River Bluff Drive, stated that they changed their original design from one door to two in an effort to appease the review committee. They feel that this design is a new trend that gives a vibrant feel that allows guests to feel like they are indoors and outdoors. Ms. Petersen read an email from Carol Lilly of Community Main Street to Brandon of Christie Door Company, explaining that she likes and supports the concept

garage door type openings in restaurants and that the downtown design committee members are supportive as well. She explained the Downtown Overlay District and its purpose, and stated that she reached out with the intent to help business owners reach their goals while adhering to the ordinance. Ms. Petersen stated that they would like to stay current and on-trend and noted that they received a facade grant to help with the cost. She also noted that this is not irreversible and does not believe that this change would reduce window coverage.

Mr. Larson stated that he is in support of the project and noted that he instinctually would have chosen one garage door. Ms. Saul agreed that she likes the project and she prefers one garage door. Ms. Prideaux stated that she feels that the single garage door would be the option that would work the best and that it would give a personal identity to the Pump Haus and some variation to Main Street. Mr. Larson also noted that the garage door is essentially storefront windows with breaks and hinges that allow it to retract. He also noted that as this storefront is not historically significant and the windows are inset, he feels this change does not disrespect the storefront's current design. He added that this type of improvement should be reviewed on a case by case basis. Ms. Adkins also prefers the single garage door and feels that it allows for more transparency. Mr. Leeper thinks it's a great idea, but doesn't like the implementation. He feels the canopy is too large. Mr. Larson stated that if all businesses had large canopies, it would be unappealing, but to have just one would give it more interest. He asked if there is anything about this kind of awning that goes against code. Ms. Lehmann stated that the code speaks to projections over the sidewalk, but only really specifies signage. Awnings do not have specific language, but it has been staff practice to treat them the same to allow for clearance and walkability. There are also specific requirements for sidewalk cafés, which could also help dictate what is allowed. Ms. Howard stated that part of the reason that the awning needs to be approved by the Planning and Zoning Commission and City Council is because it extends into public property and needs to be appropriate in quality and construction.

Ms. Saul made a motion to approve both proposed changes to the façade, with the change of making it a single garage door and with the stipulations noted in the staff report for the awning. Ms. Adkins seconded the motion. The motion was approved with 6 ayes (Adkins, Hartley, Larson, Prideaux, Saul and Wingert), 1 abstention (Holst) and 1 nay (Leeper).



The
Pump Haus
PUB & GRILL
Where great food and fun come together!

311 Main Street Cedar Falls, Ia 50613 • Ph: 319-277-8111 • Fax 319-277-8222 • www.thepumphaus.com

July 18, 2019

Planning & Zoning

The Pump Haus Pub & Grill is planning to replace existing front windows with new windows in a garage door that will open and close. This change has been approved by the building owner, B.J.'s Holdings owned by Bruce and Johna Petersen. The picture attached is what it will look like and specs on the door have been delivered.

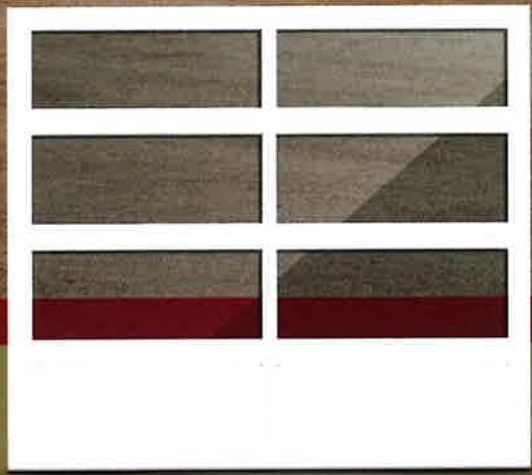
This is not a façade change or structure change, it's the windows only that will change. There will be an air curtain installed under the overhang to protect from flying insects entering the building, this has been approved by the Black hawk County Health Department, email attached from Sandra Heinen with the Black Hawk County Health Department as well as the specs on the air curtain. The garage door does not go all the way to the ground there is a knee wall that stands 42" tall from ground up to protect from crawling insects and or rodents entering at ground level.

We will also be installing a retractable awning for protection from rain and sun that will be 20'x 10', this will cover our outdoor café that has been approved, picture attached.

If you have any questions please feel free to contact me at 319-404-3700.

Thank you,

G. Bruce Petersen



8' x 7' 3295, white full-view sections and solid bottom

RESILIENT. STURDY.

SPECIFICATIONS, OPTIONAL FEATURES AND ACCESSORIES



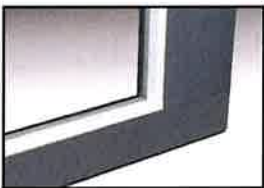
SECTIONS

Sections are assembled with through bolts for added strength. Top seals are available as an option.



BOTTOM RAILS

Wide bottom rails, top rails, and end stiles create an extra-strong frame for the door.



INSIDE RETAINERS

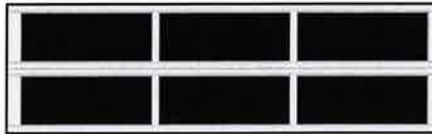
Glass replacement is easy using removable inside retainers.

OPTIONAL WINDOW DESIGNS

24" SECTION HEIGHT



10" Section



12" Section

AVAILABLE IN 1/8", 1/2" INSULATED GLASS AND 1/4" TEMPERED GLASS.



COLOR SELECTION

WHITE

ANODIZED

Note: Refer to samples at your local C.H.I. distributor for exact color match.

MODEL 3295

SECTIONS

- Sections are 2 inches thick, and assembled with through bolts at each vertical stile location
- Available in clear anodized aluminum or a selection of stock RAL powder-coat options of 188 colors
- Section joints are tongue-and-groove
- Insulated and 1/4" tempered glass is available in some sizes (Call your distributor for quote)
- Aluminum panels can be substituted for glass panels
- Glass or aluminum panels can be easily replaced by removing an inside vinyl retainer

TRACK

- Tracks are 2" or 3", as specified
- Available in bracket mount, clip angle mount, angel mount, 12" radius, 15" radius, high lift, vertical lift, follow roof line, or dual track low head room

HARDWARE

- Package includes 11-gauge or 14-gauge hinges, as specified
- 2" or 3" long-stem or short-stem steel rollers with 10 ball bearings
- Heavy-duty adjustable top roller brackets

SPRINGS

- Torsion springs are helically wound with oil-tempered wire
- All springs are individually-calibrated for each door
- All tubes are galvanized for rust resistance

FEATURES

VISIT YOUR DOOR PROFESSIONAL AT:

C.H.I. Overhead Doors are manufactured in Arthur, Illinois, USA.

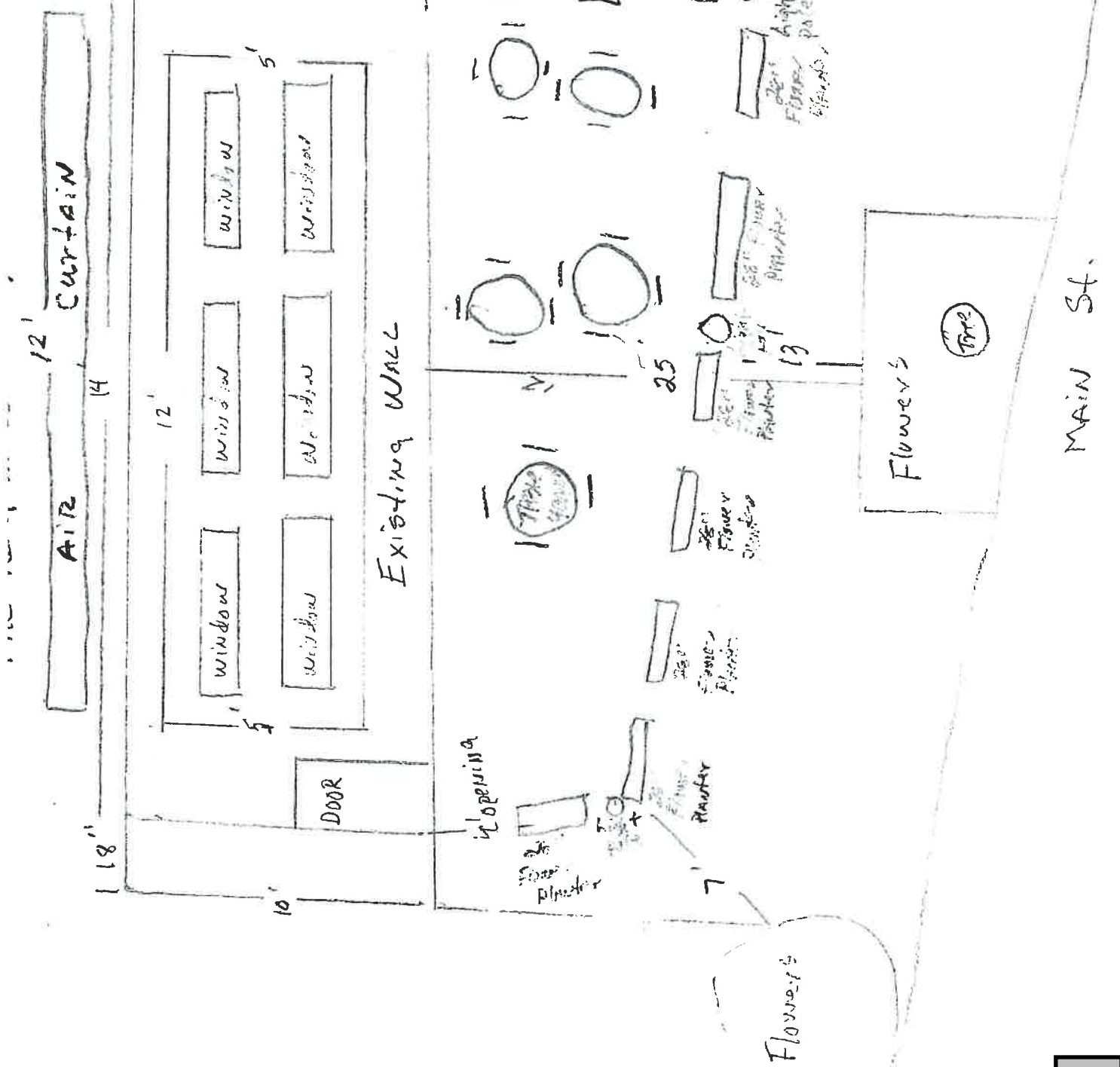


DOOR CONSTRUCTION

This model features closed-constructed aluminum extrusions, assembled with hidden through-bolts for maximum structural rigidity.

All information presented is based on the specifications and features available at the time of printing and is subject to change without notice.

3 - Light Poles





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: September 12, 2019
SUBJECT: Facade review of property in the College Hill Neighborhood Overlay District

REQUEST: Request to approve a College Hill Neighborhood Overlay District Site Plan for new facade treatments at 2211 College Street (Project #DR19-006)

PETITIONER: Owner: Emaad LLC

LOCATION: 2211 College Street

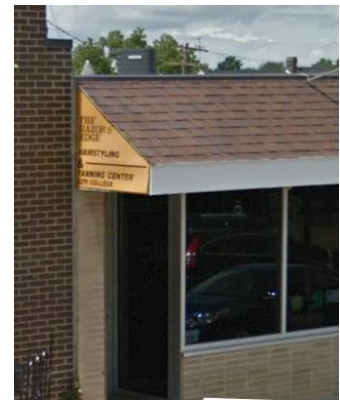
PROPOSAL

This request involves a new facade at 2211 College Street. The property is located in the College Hill Neighborhood Overlay Zoning District and a design review by the Planning and Zoning Commission and City Council is required for facade renovations to commercial buildings in the district.

BACKGROUND

The petitioner purchased this property in January 2019 with the intent to create a new business on College Street. The property owner is currently remodeling the interior portion of the building for a new Hookah Lounge and wants to update portions of the exterior facade facing College Street.

This property is located within the C-3, Commercial District of the College Hill Neighborhood Overlay Zoning District (Section 26-181) and is also subject to the design review regulations. Design review applies to any new construction, building additions, facade renovations or structural alternations to commercial or residential structures in the district.



ANALYSIS

The existing building at 2211 College Street is a single story structure approximately 12 feet in height. The existing building is 24 feet wide by 64 feet deep (1,616 ft²) that resides on a lot that is 24 feet wide by 97 feet deep (2,328 ft²). The plan is to remove the existing roof over the sidewalk and repurpose the wall with new exterior materials and signage. Following is an evaluation of the proposed facade changes according to the review standards in the College Hill Neighborhood Overlay Zoning District:



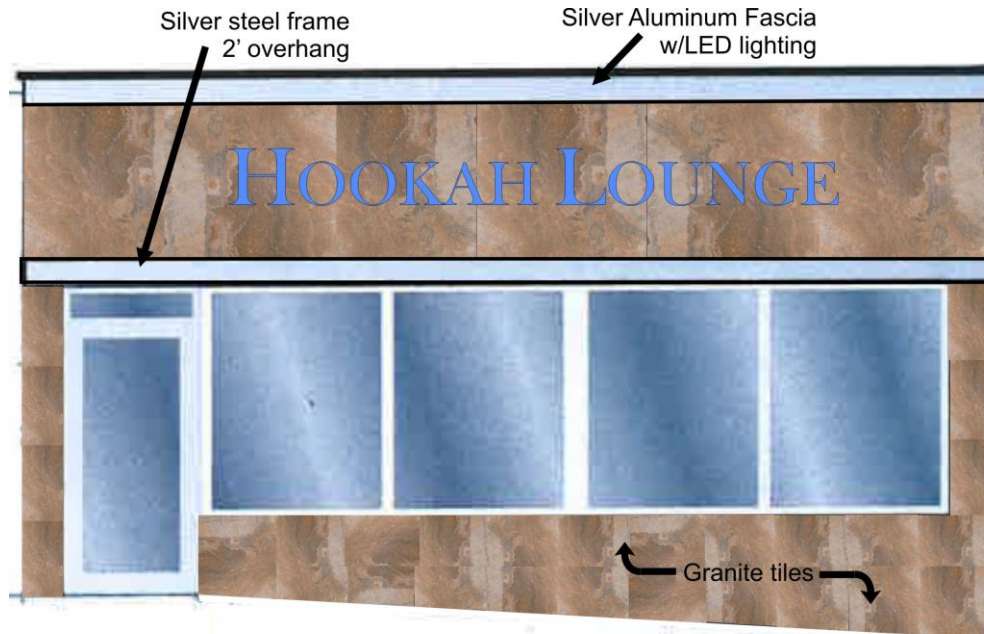
1. Architectural/neighborhood character: The building is being altered by removing the shingled portion of the roof extension above the windows and doorway. The frame underneath the roof structure will be repurposed for a new awning. Simply removing this roof structure does not alter the character of the building or the neighborhood. The building will still maintain its current use as a commercial structure. **Criterion met.**
2. Roof shape, pitch and direction: The building's roof is not being altered. The existing parapet wall will be extended approximately 16 inches higher to match the wall extension of the neighboring building to the south. **Criterion met.**
3. Pattern, Materials and Textures: The pattern of solid surfaces and openings are not changing with the new facade of a building. The existing shingle roof extension will be removed and the exposed wall behind the roof awning will be refurbished and covered with a granite tile along with the rest of the facade. The other buildings along College Street include brick, EIFS, wood and stone facades. Utilizing a granite panel to cover the facade at 2211 College Street will provide a high quality material that is similar to other buildings in the area.

The existing roof extension is supported by a steel frame overhang that projects two feet over the sidewalk. The plan is to refurbish this steel frame for a covered overhang that is similar to other buildings along College Street. The property slopes downward from the south to the north. This projection maintains an 8-foot vertical clearance above the sidewalk at the southeast corner of the building and a 9.3' vertical clearance above the sidewalk at the northeast corner of the building. **Criterion met.**

4. Color: The granite tiles are gray, copper, and brown tones that swirl together to create a multi-color panel. The awning and fascia will be silver to match the window and door frames. Both are neutral colors that are compatible with the existing colors in the district. **Criterion met.**
5. Windows and transparencies: The windows and front entry of the building will not change; **this criterion does not apply.**



7. Architectural features: As previously mentioned, the existing steel frame that holds the shingled roof will be refurbished to match the color of the window and door frames. This two foot projection over the sidewalk will provide a break in the facade from a flat vertical plane. The top of the parapet wall will create a new cornice that will provide a nice contrast between the silver aluminum fascia and granite tiles. **Criterion met.**
9. Building entries: The entry into this building is not changing; **this criterion does not apply.**
10. Signage: A new wall sign is proposed for this project that satisfies the wall signage requirements of the district. There will be an LED downcast lighting above the sign. **Criterion met.**



PLANNING & ZONING COMMISSION

Discussion/Vote 9/11/2019 Chair Holst introduced this item and Mr. Sturch provided background information on the proposed façade plan at 2211 College Street. The property owner wants to improve the front of the building for a new business. The project includes the removal of a small mansard roof over the entry. New granite tiles will cover the facade and the openings (windows and door) will remain intact. The awning structure will be refurbished to maintain its extension over the sidewalk. The business signage will be added to the top of the facade.

Chair Holst asked if there was anyone in the audience to comment on this façade project. The property owner, Shahid Chatha provided some comments and his plan to improve the building's appearance. Kathyrn Sogard from the College Hill Partnership provided some comments on the project.

The Commission favored the project and approved a motion for the City Council to approve this facade improvement project at 2211 College Street.

STAFF RECOMMENDATION

The proposed facade plan meets all of the College Hill Neighborhood Overlay Zoning District and Zoning Ordinance requirements and would not be out of character for this neighborhood. Staff recommends approval of the submitted facade site plan for 2211 College Street.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
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 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: September 12, 2019
SUBJECT: PO-1 Site Plan Review – All Smiles Sign Amendment

REQUEST: PO-1 Site plan amendment; All Smiles signage plan

PETITIONER: All Smiles Family Dentistry; owner and Levi Architecture; architect

LOCATION: 915 Hudson Road

PROPOSAL

It is proposed to amend the site plan for the All Smiles project at 915 Hudson Road. The property owner wishes to add a freestanding monument sign near the southeast corner of their property.

BACKGROUND

The All Smiles site plan was reviewed by the Planning and Zoning Commission on May 8, 2019. The Commission recommended approval of the site plan and forwarded this request to the City Council. The City Council approved the plan on May 20, 2019. This site plan included the design of the new building, parking lot, landscaping and signage. The signage plan included wall signs on the proposed building with no monument signs by their driveway. The original plan was to include signage on the existing monument sign at the south driveway into the development. Upon further review of the existing monument sign, there is no more room to accommodate additional signage. The owner of the new dental clinic is asking for a separate monument sign to be located along the north side of their driveway.



ANALYSIS

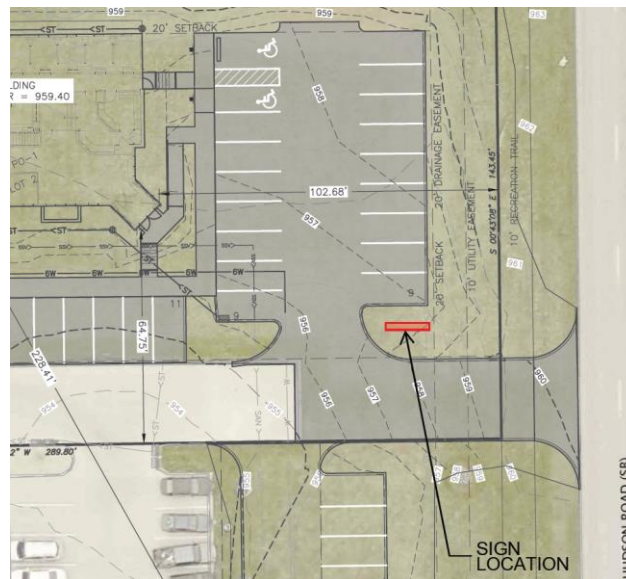
Since this request is a change from the approved site plan, review by the Planning and Zoning Commission and City Council is required. The Planning and Community Services Division have the following comments regarding the proposed monument sign for the All Smiles Family Dentistry:

- 1) Signage: The PO-1 District permits freestanding signs not to exceed 8 feet in height and 40 square feet in area for single use signs on their own property. Multiple use signs containing three or more uses may be established at a maximum height of 12 feet and a maximum area of 60 square feet. The existing sign at the south driveway satisfies this requirement.



The architect indicated that they wish to amend their signage plan to include a second monument sign for the new dental clinic on their property. Since a new driveway was added for this development, a separate monument sign in front of the building makes sense for the owner and their clients. The proposed sign will be 8 feet in height and 40 square feet in area placed upon a 3.4 foot tall brick base. A brick column is included for aesthetic purposes and will support one side of the sign. The materials used in the sign will match the materials found on the building. Proposed sign satisfies the PO-1 district size and design standards.

- 2) Setbacks: The setbacks apply to the building, parking lot and signage. The PO-1 District requires a 10-foot setback from Hudson Road. The site plan shows a 20-foot setback from the east lot line along Hudson Road which is in line with the existing sign at the south driveway. The sign setback satisfies the PO-1 district standards.



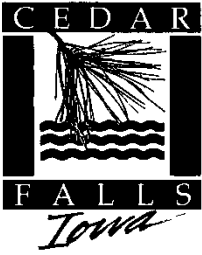
PLANNING & ZONING SUMMARY

Vote 9/11/2019	Chair Holst introduced this item and Mr. Sturch provided background information on the proposed site plan amendment for the new All Smiles Dental Clinic at 915 Hudson Road. Since this project is located in a PO-1 district the proposed sign must be reviewed by the Planning and Zoning Commission and City Council since this was not on the approved site plan.
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There was no one in the audience to speak on the project. The Commission favored the project and approved a motion for the City Council to approve this signage plan amendment at 915 Hudson Road.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the All Smiles amended signage plan.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
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 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: September 12, 2019
SUBJECT: Center Street Corridor Streetscape Project
 Professional Services Agreement
 Foth Infrastructure & Environment
 City Project No. MC-000-3206

Please find attached an agreement that outlines the scope of services for the design and construction plan preparation for the Center Street Corridor Streetscape Project. This agreement is between the City of Cedar Falls and Foth Infrastructure & Environment.

Foth is an engineering and planning firm from Cedar Rapids, Iowa that was selected through a consultant selection process for the Center Street project. This design consultant will work with city staff, the North Cedar Neighborhood Association and the general public to develop plans for streetscaping and drainage improvements along Center Street from Lone Tree Road to N. Cottage Row Road. The roadway itself will remain intact and the improvements will be from the edge of the road to the property line along the corridor. These plans will be developed from the Center Street Framework Plan that outlines a phased improvement plan for the corridor. The objectives for this project include following elements:

- Create a sense of place in a core area of Northern Cedar Falls.
- Integrate natural systems, construction methods that are low impact green infrastructure, sustainable and artful manner.
- Complete street principles for users of all modes of transportation.
- Preserve open space, natural beauty and critical environmental areas that will strengthen the surrounding neighborhoods.
- Streetscaping elements that may include, pavers, landscaping, decorative lights, signs, benches, etc.
- Improve street crossings as key intersections.
- Improve stormwater management along the corridor with the focus on green infrastructure.

The attached professional services agreement with Foth Infrastructure & Environment is a full service contract from the plan preparation with final design plans to project letting. The project schedule includes a meeting with the North Cedar Neighborhood Association to

provide an overview of the goals and objectives of the project. After the preliminary plans are developed, a second public meeting will be scheduled for community “buy-in” of the project followed by a presentation to City Council. The development of the preliminary and final plans is anticipated through the spring of 2020 followed by a construction letting in the summer of 2020. City staff has reviewed this agreement and found it to be in order. This project is budgeted in the Cedar Falls Capital Improvements Program and will be placed in FY20 for design and FY21 for construction under item number 70.

The Department of Community Development recommends that the City Council approve and execute the attached consultant agreement for the design of the Center Street Corridor Streetscape Project.

If you have any questions or need additional information, please feel free to contact me.

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


DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 www.cedarfalls.com

Administration Division ♦ Planning & Community Services Division
Phone: 319-273-8600 Fax: 319-273-8610

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**Center Street Corridor Streetscape Project
 Cedar Falls, Iowa
 City Project Number MC-000-3206**

This Agreement is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of

contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. **STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. **COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Two hundred twenty-six thousand two hundred eighty-three dollars (\$226,283.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. **TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. **OWNERSHIP OF DOCUMENTS**

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute

to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____
City of Cedar Falls

By: 
Foth Infrastructure & Environment, LLC

Printed Name: _____

Printed Name: Aaron Moniza

Title: _____

Title: Senior Client Manager

Date: _____

Date: 9/5/19

Exhibit A

**Center Street Corridor Streetscape Project
Cedar Falls, Iowa
City Project Number MC-000-3206**

8/1/19

SCOPE OF SERVICES

*** This document outlines the scope of services specific for the Center Street Streetscape Project. The term “CONSULTANT” as used in this document shall be defined as the design contractor (Foth Infrastructure & Environment, LLC) that will be performing work for the City of Cedar Falls under contract, hereinafter, the “CITY”, under contract.

A. Project Description

Streetscape design with ancillary intersection and drainage improvements on Center Street from North Cottage Row Road to Lone Tree Road. The Consultant has extensively reviewed the 2011 North Cedar and Center Street Framework Plan to gain understanding of the North Cedar Neighborhood and the guide to future development and infrastructure improvements. The Framework Plan outlined a phased approach to the corridor improvements. The focus of this project is for Phase 1 work of the Framework Plan only, focusing on streetscaping and drainage improvements between the existing edge of roadway and the corridor right-of-way. The City recently constructed a trail on the west side, an element identified in Phase 1 of the Framework Plan. Our corridor plan and design will need to accommodate this recently installed amenity. Full reconstruction of the corridor is not planned at this time, although intersection improvements are to be considered, including a roundabout at Lone Tree Road. Storm water management improvements could include rehabilitation of existing infrastructure combined with green infrastructure technologies, planned and designed to best accommodate future urban development along the corridor. The project approach will aim to deliver on the project goal to present a transportation vision that calms traffic, improves safety, supports a “living street”, lowers upfront capital investment and ongoing operating costs, and enhances commercial access.

Project Objectives:

- Create a sense of place in a core area of Northern Cedar Falls
- Integrate natural systems, construction methods that are low impact green infrastructure, sustainable and artful manner
- Complete street principles for users of all modes of transportation

- Preserve open space, natural beauty and critical environmental areas that will strengthen the surround neighborhoods
- Improve the connection to Downtown and Cedar Falls as a whole
- Improve street crossing at key intersections
- Improve stormwater management along the corridor with the focus on green infrastructure

B. General Scope of Work

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following scope of services for the project.

The project consists of the development of a corridor concept based on the North Cedar and Center Street Framework Plan (Framework Plan), public involvement, preliminary design, final design, bidding, and construction services.

Project Assumptions:

- Rural approach: After the Framework Plan was completed, the City made the decision not to include curb and gutter on this corridor as part of the phase 1 improvements. Corridor will stay a rural cross-section.
- No permanent acquisitions needed, only temp easements. Consultant to prepare plats and exhibits. City of Cedar Falls will do acquisitions.
- Will tie into recently constructed trail on west side
- Temp easements will only be needed on east side of corridor
- Reconstruction of Center Street/Lone Tree Road intersection will not be part of this project (only looking at concepts for intersection).
- Lighting: project to include roadway lighting and possibly pedestrian lighting. Use the same lighting materials as downtown Cedar Falls. As has been done in previous Cedar Falls projects, it is assumed that Cedar Falls Utilities (CFU) will complete the circuitry design for the lighting.
- Existing pedestrian signal at Green Avenue to stay in place.
- Construction Phase services include administration only. Resident observation and construction survey services are not included. It will be determined at a later time if these services are needed by the Consultant.

The work includes, but is not limited to:

Project Coordination

The Consultant will complete the following project coordination activities.

Task 1 - Project Kickoff Meeting

The Consultant will conduct an internal kick-off event with the project team. The events will involve the development of a realistic project plan, including a high level master schedule, resource plan, visual work flow planning boards and a proactive risk identification and mitigation analysis. Regularly scheduled stand-up meetings, combined with the visual board will be used to update the entire team on the progress of project milestone/deliverables, individual team member task completion and to facilitate the overall team collaboration. For budget purposes, the project team will hold two (2) project development kickoff meetings (a) Preliminary Design and (b) Final Design for milestone/deliverable planning in addition to the PMT meetings.

Task 2 – Project Management Team (PMT) Meetings

The Consultant will maintain communications with the City of Cedar Falls, Cedar Fall Utilities and others to review progress and discuss specific elements of the project design and receive direction from the City. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications.

- PMT Mtg #1 Identify PMT Members, Priorities, Review Framework Plan
- PMT Mtg #2 Corridor assessment, Concept development
- PMT Mtg #3 Concept development, Neighborhood Mtg planning
- PMT Mtg #4 Stakeholder feedback, Design development
- PMT Mtg #5 Recommended corridor improvements, Progress update
- PMT Mtg #6 Council presentation
- PMT Mtg #7 Progress Update
- PMT Mtg #8 Progress Update, Construction phase

For budget purposes, the Consultant will attend eight (8) meetings that will be attended by three (3) staff members of the Consultant.

Task 3 - Utility Coordination Meetings

As necessary, discussions with individual utility companies to address specific conflicts will occur as part of PMT meetings.

Task 4 - Public Information Meetings

The Consultant will conduct two (2) public informational meetings that will be attended by four (4) staff members of the Consultant. This task includes preparation of the public notification letter and hand out information for the meeting.

- Meeting #1: Present Concepts to Neighborhood Association
 - Meeting #1 is the initial meeting with the North Cedar Neighborhood Association and the public. This meeting will provide an overview of the goals and objectives of the project, review the 2011 Framework Plan to identify major and minor features of the corridor and

neighborhood to be addressed by the project, and provide an overview of the project schedule.

- Meeting #2: General Public Meeting
 - The purpose of this meeting will be to present the preliminary design concepts and plans to the general public for their feedback and “buy-in”.

The reserving of the meeting facility and a public notification will be completed by the City.

Task 5 – Design Development/Corridor Exhibit Preparation

Includes the creation of all display materials needed for public meetings. Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right of-way needs, including typical section elements of the roadway. Task also includes preparation of color renderings and displays at select locations for use in communications and at public meetings for recommended improvements.

Task 6 – Public Communication Content Development

The Consultant will assist the City in developing content for the City’s website. The City will use their website to post project updates and content.

Task 7 - Project Management (16 mos. for Sept 2019-Dec 2020)

The project manager for the Consultant will be responsible for maintaining coordination with the City, monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

Design Surveys

The Consultant will perform field and office tasks required to collect additional topographic information deemed necessary to complete the project. The City will provide aerial photographic and other available mapping of the Project area. The specific supplemental survey tasks to be performed include the following:

Task 1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Task 2 - Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Horizontal and vertical accuracies will be adequate to produce

a map that is compatible with the topographic data for incorporation into the existing mapping.

Task 3 - Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Task 4 - Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Task 5 - Right-of-Way Survey

The Consultant will perform right-of-way surveys as required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which temporary easement exhibits are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Task 6 - Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map.

For budgetary purposes, it is assumed that fifty-two (52) parcels are within the project limits.

Task 7 - Preparation of Legal Descriptions and Temporary Easement Exhibits
The Consultant will prepare legal descriptions and parcel exhibits for temporary easements to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Temporary Construction Easements = 20 each

Task 8 – Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

Task 9 - Public Notice of Project

The Consultant will prepare a project notice letter for property owners directly adjacent to the project. This letter will provide a brief project description, notification of property surveys, anticipated schedule and contact information. The City will distribute the notice letter.

Preliminary Engineering

The Consultant will perform preliminary design services with the primary focus on the comprehensive study of the corridor, including visioning, stormwater management improvements, and complete streets improvements that best meet the project objectives. Elements to incorporate into the design include, but are not limited to, shoulder improvements, intersection improvements, decorative surfaces, landscaping features, benches, waste receptacles, signage, bike racks, decorative lighting, bioswales, drainage improvements, and sidewalk/trail accommodations. Incorporate additional potential elements that may affect the corridor improvements, including property impacts, construction staging and traffic control operations. The Consultant will complete preparation of preliminary design plans depicting the proposed design elements of the project.

The work to be performed by the Consultant under the Preliminary Design phase will consist of the following tasks:

Task 1 - Develop Design Criteria

The Consultant will review and analyze existing storm water management system, existing pedestrian facilities, and access points and establish design objectives for improvements. Criteria will conform to SUDAS, ADA compliance and access management standards. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Design vehicles for intersection design.
- Widths of parking areas and right-of-way.
- Preferred Clear Zone/Acceptable Clear Zone requirements.
- Provisions for pedestrians and/or bicycles.
- Street lighting requirements.
- Utility corridor locations.

Task 2 - Preliminary Typical Sections

Develop typical sections for the streetscaping improvements. This task includes existing lane widths, shoulder widths, sidewalk widths, right-of-way widths, pavement types and clear-zones. This task also includes identifying potential storm water management improvements and identifying the location of existing sanitary sewer, water main and other utility locations in the development of the typical sections.

Task 3 – Preliminary Roundabout Geometrics

Preliminary roundabout geometrics will be developed for the intersection of Lone Tree Road and Center Street based on proposed mainline lane configurations and modeling efforts using the appropriate software. Modeling will be done using projected intersection turning movements for the AM and PM peak hours for the agreed upon design year, typically 20 years from

construction. Off peak hours may also be modeled for special events or unusual traffic patterns. Preliminary geometrics will also take into account existing roadway alignments and profiles, design vehicles, environmental constraints and utilities.

Task 4 – Preliminary Access and Site Development Modification Design
Develop preliminary design layout for access and site development modifications. Analyze effects the proposed improvements will have on drainage, grades and on-site traffic circulation patterns.

Task 5 – Preliminary Storm Sewer Design
Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop “green” storm water management design improvements, including a combination of storm sewer and detention areas such as bio-swales and rain gardens. Resolve potential conflicts with underground utilities and other design elements.

Task 6 – Roadway Lighting Photometric Design
This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and Cedar Falls Utilities to ensure that the proposed lighting system is compatible with the overall project design, and that it will meet the needs of the City.

Task 7 - Utility Research
The Consultant will meet with the utility companies, including City utilities for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Task 8 - Utility Conflict Identification
The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purposes of working through conflict resolution. This task includes storm sewer, water main, sanitary sewer and all private utilities including gas, electric and communications.

Task 9 – Construction Staging Plan Development
The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including mainline and side street roadways, storm water management improvements, property access, and private utility

relocations. With refinements and acceptance by the City, the concepts developed in preliminary plans will serve as the basis for preparing the final traffic control plan in final design.

Task 10 – Acquisition Requirements Identification

The Consultant will identify temporary easement needs based on the preliminary design development. The requirements will take into considerations proposed utilities, construction staging and access, utility relocations and other critical construction elements.

Task 11 - Preliminary Plan Preparation (October 2019 to January 2020)

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. The work to be performed by the Consultant under Preliminary Design will consist of the following tasks:

Title and Utility Conflict Sheets (A Sheets)

This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Existing Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.

Preliminary Typical Cross Sections (B Sheets)

This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading, drainage and pedestrian improvements.

Preliminary Streetscaping Plan (D and E Sheets)

This task consists of the development of preliminary plan sheets that will show the existing topography along with the proposed corridor and streetscaping improvements, including pedestrian facilities, access points, and gateway/roadway markers.

Preliminary Right-of-Way (H Sheets)

The preliminary plans will include an ownership reference plan exhibit showing general parcel information.

Preliminary Traffic Control and Staging (J Sheets)

Develop suitable plan for construction scheduling and staging of the Project and for traffic control measures to be implemented during construction. Staging plan will include provisions for maintaining access to adjacent properties during construction.

Preliminary Geometric, Staking and Jointing (L Sheets)

Develop and refine geometric layouts and provide additional horizontal and vertical survey information needed to construct intersection improvements.

Preliminary Landscaping Plans (LS Sheets)

Develop design layout and details for plantings, site features, furnishings, and landscaping.

Preliminary Storm Sewer Plan and Profiles (M Sheets)

Develop preliminary plan and profile sheets for storm sewer layout information.

Preliminary Lighting Layout Sheets (P Sheets)

This task consists of development of preliminary lighting layout plan sheets showing photometric analysis.

Preliminary Removal Plans (R Sheets)

This item consists of preliminary layout of the project removal plan.

Preliminary Sidewalk Plans (S Sheets)

Develop preliminary curb ramp layout and accessible curb ramp design in accordance with Chapter 12 of Iowa SUDAS Design Manual. Design ramp geometric configurations alternatives, identify surface requirement, review general horizontal curb openings, cross slopes, running slope, and identify sidewalk width and passing space within the corridor.

Preliminary Cross Sections (W and X Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Task 12 - Preliminary Field Review

A field review will be held with the project team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right-of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the field review will allow preparation for Final Plans.

Task 13 - Budget Review

The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. If necessary, the Consultant will make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

Final Design

Based upon approved preliminary design, field exam, and public informational meetings, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Task 1 - Final Construction Plans (February 2020 to May 2020)

The Consultant shall provide the City with the following deliverables:

Final Title Sheets (A Sheets)

Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Existing Traffic Data.

Final Typical Sections and Final Details (B Sheets)

This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.

Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets)

This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information. This item also includes the final design and drafting of erosion control measures to be provided on the Project.

Final Streetscaping Plan (D and E Sheets)

This item consists of the final design and drafting of corridor and streetscaping improvements, including the detail information required for plan approvals, permitting, and construction of the proposed improvements.

Reference Ties and Bench Marks (G Sheets)

Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.

Right-of-Way Sheets (H Sheets)

Finalize Right-of-Way sheets showing the existing right-of-way and temporary easement information in relation the proposed centerline, control points and property ownership.

Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)

This item consists of final design and drafting of the traffic control, staging, permanent pavement marking and traffic signing plans.

Final Geometric Staking, Jointing, and Edge Profiles (L Sheets)

This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non-typical pavement areas and intersection improvements.

Final Landscaping Plans (LS Sheets)

Final design layout and details for plantings, site features, furnishings, and landscaping.

Final Design of Storm Drainage Systems (M Sheets)

This item consists of final design and drafting of storm sewers, storm sewer inlets, manholes, culverts, bio-swales, rain gardens, and "green" storm water management design.

Final Removal Plans (R Sheets)

This item consists of final layout of the project removal plan.

Accessible Curb Ramp Design (S Sheets)

Develop final curb ramp layout in accordance with Chapter 12 of Iowa SUDAS Design Manual. Finalize ramp geometric configurations, transitions between sidewalks and driveways, calculate horizontal curb openings, cross slopes, running slope, and label sidewalk width and passing space within the corridor.

Final Construction Details (U Sheets)

This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, special storm water management details not included in the standard drawings, and other required miscellaneous details found to be required for completion of the project.

Final Design Cross-Sections (W Sheets)

This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, and other pertinent information.

Task 2 - Incorporate City Comments from Final Plan Review Submittal

The Consultant will be incorporated final plan review comments into the plan set. The Consultant will revise final construction plans and specification to incorporate City comments.

Task 3 - Project Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall prepare the following documents for the project:

- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Task 4 - Project Manual

The task consists of preparation of a Project Manual utilizing the standard City front-end documents, including Notice of Hearing and Letting, Instruction to Bidders, Bid forms, Bond Forms, Agreement Forms, General Conditions of Construction Contract, Supplementary General Conditions, and Detailed Construction Specifications. Also, the Statewide Urban Design and Specifications shall be utilized for this project.

Task 5 - Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the City in financing the Project.

Project Bidding

The Consultant will coordinate and manage the letting process for the project. For estimating purposes, one (1) letting has been included as part of this

Agreement. The work tasks to be performed or coordinated by the Consultant shall include the following:

Task 1 - Printing of Plans and Specifications

This task consists of printing and handling of the Plans and Specifications. For budget purposes it is estimated that twenty (20) half-size (11"x17") plan sets and specifications will be duplicated and assembled by the Consultant. This task also includes dissemination of the contract documents and maintaining a plan holders list during the bidding phase.

Task 2 - Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The City shall handle publication of the Notice of Hearing and Letting.

Task 3 - Plan Clarification and Addenda

The Consultant shall be available to answer questions from contractors prior to the letting and shall issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Task 4 - Letting, Bid Tabs, and Award Recommendation

The Consultant shall be a representative present when the bids and proposals are opened, shall make tabulations of bid for the Owner, shall advise the Owner on the responsiveness of the bidders and assist the Owner in making the award of contract, including preparation of necessary contract documents.

Construction Services

The Consultant shall consult on a regular basis with the City to clarify and define the City's requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City's requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The Consultant shall provide the following Construction Period Services:

Task 1 – Construction Administration

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties.

Shop Drawings Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one (1) site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that

such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Progress Meetings

The Consultant shall attend periodic progress meetings with the City, Contractor, and Utility Companies to review progress, update the project schedule, resolve conflicts, and determine any corrective actions if necessary. The Consultant shall assist the Contractor in communicating upcoming construction activities with the adjacent businesses and property owners.

Pay Requests and Change Order Preparation

The Consultant shall prepare contractor pay requests and issue necessary interpretations and clarifications of the Plans, and in connection therewith, prepare change orders as required.

Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Consultant may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Record Drawings

This task consists of preparation of construction record drawings defining the actual location of improvements and fixtures. The Consultant shall prepare record drawings showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor and the Resident Construction Observer. The Consultant shall provide the City with one (1) reproducible copy of the record drawings.

The above Construction Administration Services is for 2020 Calendar Year only and assumes construction timeframe of June to September 2020. In the event the construction period exceeds the contract working day or unanticipated conditions require Construction Administration in excess of the planned effort, the Consultant shall notify the City as it approaches this limit and determine the additional effort to complete the project. The Consultant and City shall work to develop a mutual resolution for the remaining effort.

C. Project Team

Consultant
Foth

Scope
Project Management, Survey, Design, Construction Admin

Confluence Planning/Visioning, Landscape Architecture

D. Schedule

Corridor Assessment	September to October 2019
Preliminary Design	October 2019 to January 2020
Public Meeting 1	October 2019
Public Meeting 2	January 2020
Recommendations	February 2020
Final Design	February to May 2020
Bid Letting	May 2020
Construction	June to December 2020

E. Deliverables

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the City:

- Temporary Easement Plats
- Original Final construction drawings (11"x17"), Final Project Manual, and Opinion of Probable Construction Cost
- Record Drawings and close-out documentation

F. Contingency

If at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the City's Project Manager in writing and describe what costs are causing the overage and the reason. The Consultant shall not exceed the estimated actual costs without prior written approval from the City's Project Manager and Contract Administer.

Items that may cause the need to utilize the Contingency include but are not necessarily limited to the following: Design changes, unanticipated field conditions (e.g. unknown utility conflicts), increases in scope item quantities beyond those listed herein, plan and/or propriety equipment changes, Contractor changes, nonperformance by subconsultants, etc.

G. Additional Services

No additional services are included at this time. They may be added as extra work by Supplemental Agreement when appropriate to the project schedule.

- Real Estate Acquisition Services
- Environmental Evaluation, Documentation and Mitigation
- Geotechnical Exploration
- Electrical Circuitry Design (to be completed by CFU)
- Right of Way Activities
 - Preparation of permanent acquisition plat documents
- Construction Services

Center Street Streetscape Project
Cedar Falls, Iowa
City Project No. MC-000-3206

ITEM 25.

- Resident Engineering/Observation
- Construction Survey

Exhibit B

**Center Street Corridor Streetscape Project
Cedar Falls, Iowa
City Project Number MC-000-3206**

8/1/19

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

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

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

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

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

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

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

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

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.

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

Completion Checklist

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

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

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

Standard Workers Compensation

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

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

AGENCY CUSTOMER ID: _____

ITEM 25.

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

General Liability includes Governmental Immunities.

AGENCY CUSTOMER ID: _____
LOC #: _____

ITEM 25.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED Foth Infrastructure & Environment, LLC 2121 Innovation Court De Pere, WI 54115	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

Umbrella/Excess Follows Form

ENDORSEMENT # 025

This endorsement, effective 12:01 AM 03/01/2018

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location of Covered Operations

All others where required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions or
 - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 024

This endorsement, effective 12:01 AM 03/01/2018

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 034

This endorsement, effective 12:01 AM 03/01/2018

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

(Based on CG2037 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location of Completed Operations

Where required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 008

This endorsement, effective 12:01 AM 03/01/2018

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF SUBROGATION
(BLANKET)

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT # 017

This endorsement, effective 12:01 AM 03/01/2018

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

**ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED
TO E-MAIL NOTIFICATION**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT # 009

This endorsement, effective 12:01 AM 03/01/2018

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative OR
Countersignature (In states where applicable)

Exhibit C

**Center Street Corridor Streetscape Project
Cedar Falls, Iowa
City Project Number MC-000-3206**

8/1/19

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, Planning & Community Services Manager
DATE: September 12, 2019
SUBJECT: Temporary Wheat-Pasting Murals in College Hill for UNI Homecoming

REQUEST: Request to approve a College Hill Neighborhood Overlay District Site Plan for multiple temporary mural installations in the College Hill Business District (Project #DR19-007)

PETITIONER: Fortepan Iowa / College Hill Partnership

LOCATION: Multiple locations

PROPOSAL

This request is quite unique and is time-sensitive. It involves multiple temporary mural installations around the College Hill Business District to celebrate the history of UNI and College Hill. The murals are made of a biodegradable, non-destructive artform called wheatpasting, which adheres large prints of paper to the exterior facades of buildings. These installations do not damage or change the façades of the building and can be removed by power washing. This project is funded in part by an Iowa Arts Council Grant, the University of Northern Iowa Alumni Foundation, and the College Hill Partnership.

BACKGROUND

The artist, Mr. Isaac Campbell, will collaborate with professors at UNI and the College Hill Partnership and participating College Hill property owners to select a series of historic images to be featured. In the words of the applicants, "the pastings will be connected with a tasteful, unifying theme." They will be installed by volunteers on October 5 in conjunction with UNI Homecoming festivities.

ANALYSIS

The applicants have submitted a proposal for up to 5 separate installations with a number of potential façade locations throughout the College Hill Business District. It is anticipated that the locations and the proposed images will be determined by September 16 and will be presented to the Council at the Committee of the Whole meeting prior to consideration of a resolution to approve at the formal Council meeting. Potential locations are included in the applicant's proposal, which is attached. Staff notes that while this proposal is for a temporary installation of

public art, it was worthy of public discussion. The locations are all located within the College Hill Neighborhood Overlay Zoning District, which requires review of murals by the Planning & Zoning Commission and the City Council.

The applicable section of the College Hill Overlay Zoning District review standards for the commercial district, states in relevant part, *“Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the Planning and Zoning Commission and approval by the City Council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.”*

Staff finds that the proposal to install photographic images showcasing life in and around College Hill and UNI using wheat-pasting, is an excellent example of public art used for community building. The wheatpastings are consistent with the intent of the ordinance, given these images are not painted or otherwise permanently affixed to building facades, will not damage the building facades, and can be removed by simply washing them off at any time deemed appropriate due to deterioration or for any other reason determined by the property owner. Staff also notes that the images will be chosen by the artist in consultation with professors from UNI and the College Hill Partnership and property owners. Given the short timeframe, staff has suggested to the applicants that a more specific proposal for locations and images be prepared for presentation to the City Council at the Committee of the Whole meeting on September 16 with consideration of a resolution for approval at the formal meeting to follow.

STAFF RECOMMENDATION

The proposed request to install wheat-pasted murals meets all of the College Hill Neighborhood Overlay Zoning District and Zoning Ordinance requirements and would not be out of character for this neighborhood. Staff recommends approval of the proposal for installation of wheat-pasted murals in the College Hill Business District, subject to review of the particular images and locations by the City Council.

PLANNING & ZONING COMMISSION

Discussion/Vote 9/11/2019 Howard introduced the item and noted that a representative from Fortepan Iowa was present and prepared to make a presentation about the mural project. Holst invited the applicant to speak. Bettina Fabos, professor at UNI, presented an overview of Fortepan Iowa and the specific proposal to install wheat-pastings in the College Hill Business District in time for the UNI Homecoming Festivities. She noted that a more specific proposal would be determined to present to the City Council.

Commission members expressed support for the project. The Commission voted 7-0 (Adkins absent) to recommend approval of DR19-007, a request to install wheat-pasted murals in the College Hill District.

PROPOSAL

PASTING COLLEGE HILL | HOMECOMING 2019

INSTALL DATE: OCTOBER 5TH, 2019

OVERVIEW

To celebrate the 2019 Homecoming festivities, we are proposing a series of temporary mural installations throughout the College Hill district. The murals are made of a biodegradable, non destructive artform called wheatpasting - where water and flour are combined to create a glue which adheres large prints of paper to the exterior facades of buildings. The prints can be removed with a power washer if they become damaged. The project will be lead by UNI Graduate Student Isaac Campbell, whose work has been featured both locally and internationally, and who most recently collaborated with world renowned street artist JR on an installation at the Louvre in Paris, France. This project is funded in part by an Iowa Arts Council Grant, the University of Northern Iowa Alumni Foundation, and the College Hill Partnership.

DETAILS

Mr. Campbell will collaborate with the Fortepan Iowa Team (Dr. Bettina Fabos and Professor Noah Doely) to select a series of historic images, primarily of people - to be featured as the subjects for the installations. The pastings will be connected with a tasteful, unifying theme. The pastings will be installed by Mr. Campbell and a small team of volunteers on October 5th, in conjunction with the Homecoming Parade and Homecoming Festivities.

PRICING

Pricing is listed for one pasting and an entire project estimate. All prices are approximated. Printing will be done at Copyworks on the Hill. Boom lift quote is from Black Hawk Rentals in Cedar Falls. Additional suggestions for cheaper boom lift rates are appreciated and welcomed. Artist honorarium (\$1,250) is being provided at no cost with support from the University of Northern Iowa Communications Department for Mr. Campbell's work as a graduate assistant.

One pasting pricing is given to reference the suggested project estimate of 5 pastings. The total number of pastings is up for discussion.

ONE PASTING *(estimate as sizes may vary)*

Printed Materials (<i>Copyworks</i>)	\$0.50 per square foot + tax 9' x 25'	\$125.00
Water & Flour		\$10.00
Boom Lift (<i>per day</i>)		\$200.00
Boom Lift Delivery		\$225.00
Artist Honorarium (<i>time to prepare and install</i>)		-no charge-
GRAND TOTAL		\$560.00

PROJECT ESTIMATE *(5 installations - estimate as sizes may vary)*

Printed Materials (<i>Copyworks</i>)	\$0.50 per square foot + tax (9' x 25') x 5	\$625.00
Water & Flour		\$40.00
Boom Lift (<i>per day</i>)		\$200.00
Boom Lift Delivery		\$225.00
Artist Honorarium		-no charge-
SUBTOTAL		\$1,090.00
<i>University of Northern Iowa Alumni Association</i>		<i>(-\$300.00)</i>
<i>Iowa Arts Council Funding</i>		<i>(-\$150.00)</i>
GRAND TOTAL		\$640.00

LOCATION SUGGESTIONS

Below are suggestions for potential pasting locations. All pasting locations will be secured with permission from building owners through the College Hill Partnership.

















**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls
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Cedar Falls, Iowa 50613
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Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM
Administration Division

TO: Mayor Brown and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: September 12, 2019
SUBJECT: Amendment to HOME Investment Partnership Program Consortium Cooperation Agreement

In July, Council approved a new 3-year HOME Investment Partnership Program Consortium Cooperation Agreement. City of Waterloo is the administrator of the HOME Consortium and they provided a copy to HUD. They were recently notified by the U.S. Department of Housing and Urban Development (HUD) of several changes needed to the agreement. The changes do not concern staff, but given City Council had already approved the agreement, we are seeking Council review and approval of the amended agreement. A tracked changes version has been attached as well as a clean copy.

The Department of Community Development recommends the City Council approve the amended HOME Investment Partnership Program Consortium Cooperation Agreement.

Please contact me with any questions. Thank you.

**HOME INVESTMENT PARTNERSHIP PROGRAM
CONSORTIUM COOPERATION AGREEMENT
FEDERAL FISCAL YEARS 2020, 2021 AND 2022
(July-October 1, 2019 to June-September 30, 2022)**

~~Federal City~~ Program Years ~~2019, 2020, 2021~~
(~~October-July~~ 1, 2019 to ~~September-June~~ 30, 2022)

THIS CONSORTIUM COOPERATION AGREEMENT is entered into by and between the City of Cedar Falls, a Municipal Corporation in Black Hawk County, Iowa (sometimes hereinafter referred to as the "City") and the City of Waterloo, a Municipal Corporation in Black Hawk County, Iowa (hereinafter referred to as the "Lead Entity") for the purpose of continuing a HOME Consortium pursuant to the HOME Investment Partnerships Act (hereinafter referred to as the "HOME Program"); Title II of the Cranston-Gonzales National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter referred to as the "Act").

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government is considered a unit of general local government for purposes of the Home Investment Partnerships Program if the Secretary of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") determines that the consortium has sufficient authority and administrative capability to carry out the purposes of the Act on behalf of its member jurisdictions and will direct its activities to the alleviation of housing problems within States; and,

WHEREAS, in accordance with Section 217(b)(3) of the Act, HUD will include, as jurisdictions eligible to receive allocations of HOME funds by formula, approved consortia of units of general local government; and,

WHEREAS, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa, desire to enter into a HOME Program Consortium Agreement for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low and moderate-income residents.

NOW, THEREFORE, in consideration of these mutual covenants, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa do hereby agree as follows:

SECTION 1. DEFINITIONS-ABBREVIATIONS

- 1.1 "City" shall mean - the City of Cedar Falls, an Iowa Municipal Corporation.
- 1.2 "Lead Entity" shall mean - the City of Waterloo, an Iowa Municipal Corporation.
- 1.3 "HUD" shall mean - the U.S. Department of Housing and Urban Development.
- 1.4 "Act" shall mean - the Cranston-Gonzales National Affordable Housing Act, as amended

(42 U.S.C. 12701 *et seq.*).

- 1.5 "HOME Program" shall mean - the program conducted under the provision of the Cranston-Gonzales National Affordable Housing Act, Title II, Subtitle A - HOME Investment Partnerships Program (P.L. 101-625) and the Code of Federal Regulations (24 CFR Part 92).
- 1.6 "HOME Funds" shall mean - HOME Program Entitlement Grant Funds awarded by the Secretary of HUD to the Consortium in accordance with the allocation formula prescribed by HUD.
- 1.7 "Consortium" or "HOME Consortium" shall mean - a consortium of geographically contiguous units of general local government, which HUD treats as a single unit of local government under the HOME Program, formed for the purpose of furthering the objectives of the HOME Program. Under this Agreement, the cities of Cedar Falls and Waterloo comprise the HOME Consortium.
- 1.8 "Housing Unit or Units" shall mean - decent, safe, sanitary and affordable housing developed or assisted with HOME Funds pursuant to this Agreement.
- 1.9 "Qualification Period" shall mean - the Federal Fiscal Years for which the HOME Consortium is to qualify to receive allocations as a participating jurisdiction in the HOME Program.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 Pursuant to this Agreement, the City and the Lead Entity agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- 2.2 The Lead Entity shall act in a representative capacity for all member units of general local government, or the Consortium members, for the purposes of the HOME Program.
- 2.3 The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Submission of Community Planning and Development Programs ("Consolidated Plan") in accordance with HUD regulation in 24 CFR Parts 91 and 92.
- 2.3.1 This Agreement does not contain a provision for veto or other restriction that would allow any member unit of local government to obstruct the implementation of the Consortium's approved Consolidated Plan.
- 2.3.2 The 5- Year Consolidated Plan document shall be prepared by Lead Entity in collaboration with staff from City. If a consulting firm is hired to prepare said document, Lead Entity and City will come to a mutually acceptable agreement to split the cost of the

consulting firm.

- 2.3.3 Lead Entity and City agree that necessary adjustments to the Consolidated Plan development process will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.
- 2.3.4 The Lead Entity shall initiate the 5-Year Consolidated Plan and Annual Action Plans in IDIS for Lead Entity and City, and submit to HUD on IDIS. Annual reporting (CAPER) will be completed by each entity separately in IDIS.
- 2.4 The Lead Entity and/or City if necessary, shall secure from the State of Iowa a written certification that the Consortium will direct its activities to the alleviation of housing problems within the State of Iowa.
- 2.5 The Lead Entity shall submit to HUD the required HOME Consortia qualification documents including required certifications and a fully executed Consortium Cooperation Agreement.
- 2.6 The Lead Entity and the City shall act affirmatively to further fair housing by:
- 2.6.1 Employing affirmative marketing procedures in the advertising and marketing of Housing Units, and
- 2.6.2 Conforming to the non-discrimination provisions hereinafter set forth.
- 2.7 Lead Entity, after approval by City, is hereby authorized to amend this Consortium Agreement, on behalf of the Consortium, for the purpose of adding new members to the Consortium.
- 2.7.1 Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with written consent of the Consortium staff.
- 2.7.2 This Agreement may be amended for purposes other than those described in 2.7 and 2.7.1 above by written Agreement of the Lead Entity and City.
- 2.8 Lead Entity and City each shall be solely responsible for such individual financial and/or legal responsibilities which may arise from participation as a member of this Consortium.
- 2.9 Lead Entity and City each shall be solely responsible for the administration of their respective HOME Programs including:

- 2.9.1 The development of Housing Units within their respective jurisdictions, and the use of any public or private funds or loans, or other means of financial assistance.
- 2.9.2 Additionally, any real or personal property acquired pursuant to this Agreement shall be acquired and maintained in the name of the individual Consortium member performing the acquisition.
- 2.9.3 Members will abide by their own local codes and standards but acknowledge that in federally funded projects, they are subject to the regulations for addressing lead-paint hazards.
- 2.10 Match obligations will be met for City by using carryover match funds reported by Lead Entity.
- 2.11 Program Income generated by Lead Entity or City with HOME funds will be accounted for in IDIS reporting and used for eligible activities by each agency separately.
- 2.12 It is the City's responsibility to assure compliance with all HOME requirements during project implementation and the affordability period. The Lead Entity has the right to monitor projects compliance. City will submit to Lead Entity the Environmental Review (ER) for each HOME project, and Lead Entity will approve the ER, before said project begins by City.
- 2.13 City and Lead Entity will follow the regulations of the HOME Final Rule of 2013.

SECTION 3. PROVISIONS OF THE AGREEMENT

- 3.1 Lead Entity and City agree that the Consortium start date shall be July 1, 2019, and that they, and any new members added to this Consortium, pursuant to Section 2.7 above, shall establish July 1 through June 30 as their respective fiscal year for the following Federal programs: 1) the Community Development Block Grant under Title I of the Housing and Community Development Act of 1974, as amended (PL 93-383), 2) the Home Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, (PL 101-625), 3) the Emergency Shelter Grant Program under Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act of 1988, as amended (PL 100-628), and 4) the Housing Opportunities for Persons With Aids Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as Amended, (PL 101-625), as applicable.
- 3.2 Though this Agreement may be amended, no Consortium member, including any new member added pursuant to Section 2.7 above, may withdraw from this Agreement while it remains in effect. A member desiring to terminate the Agreement and its participation

in the Waterloo HOME Consortium may do so by giving no less than 6 months prior written notice. The notice must be sent to the Lead Entity at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice.

3.3 For the Lead Entity and City, this Agreement is made and entered into pursuant to:

3.3.1 Iowa Code, Chapter 364 (2015), entitled "Powers and Duties of Cities".

3.4 The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of Federal or other laws or local ordinances because of race, color, handicap, familial status, sex, age, political or religious opinions, affiliations or national origin.

SECTION 4. DISTRIBUTION OF HOME FUNDS

4.1 Lead Entity shall be the recipient of each annual allocation of HOME Funds awarded to the Consortium by HUD and shall secure such funds in a manner prescribed by HUD.

4.2 For each annual allocation of HOME Funds, funds will be disbursed as follows:

4.2.1 10% of the entire annual HOME allocation will go to Lead Entity for allowable administration/planning costs of the HOME Program.

4.2.2 The annual HOME allocation will be allocated 72% to Lead Entity and 28% to City unless an alternate mutually agreeable allocation formula is approved by Lead Entity and City. Formula breakdown is based on HUD FY18 HOME Consortium Share Report.

4.2.3 15% of each annual HOME allocation after 72/28 split goes to local Community Housing Development Organization(s) (CHDO). The CHDO may use each allocation in the corresponding jurisdiction. If the CHDO is unable to use the City's allocation in City's jurisdiction it may be used in the Lead Entity's jurisdiction. The Lead Entity will oversee the CHDO requirements. Please see Appendix A for a sample breakdown of funding.

4.2.4 The allocation formula listed in 4.2.2 will be revised should additional members be added to the HOME Consortium. The revised allocation formula must be approved by Lead Entity and City before any additional members may be added.

4.2.5 City may not expend HOME Funds for any administrative or planning expenses.

4.2.6 HOME Funds shall be allocated to City through a subsequent subrecipient agreement, or agreements, between City and Lead Entity.

4.3 Some members existing programs may need to be modified if carried out with HOME funds, but the Consortium Activities do not impact CDBG-funded programs.

SECTION 5. TERM OF THE AGREEMENT/QUALIFICATION PERIOD

5.1 This Agreement shall be in full force and effect for a period of three years beginning on October 1, 2019, and ending September 30, 2022, said period comprising the Qualification Period, or until such time the HOME Funds are closed out as specified in Section 5.3, below. City ~~fiscal-program~~ years ~~are~~ July 1, 2019 to June 30, 2022.

By the date specified in HUD’s consortia designation notices, the consortium lead entity will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods.

The consortium will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and that failure to comply will void the automatic renewal of the consortia agreement.

5.2 The Federal fiscal years of this Agreement shall include ~~federal-fiscal-years~~ FY 202019, 202120, and 202221.

5.3 Notwithstanding the above, this Agreement shall remain in effect until the HOME Funds from each of the Federal Fiscal Years of the Qualification Period are closed out pursuant to 24 CFR 92.507.

SECTION 6. AUTHORIZED REPRESENTATIVES

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and for the period of any applicable statute or limitations thereafter, the following named individuals or their successors shall be authorized representatives of the parties:

(1) Quentin Hart, Mayor
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

(2) James P. Brown, Mayor

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

With copies to:

- (3) Rudy D. Jones
Community Development Director
620 Mulberry Street
Waterloo, Iowa 50703

and

- (4) Stephanie Sheetz
Director of Community Development
220 Clay Street
Cedar Falls, Iowa 50613

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

ATTEST:

CITY OF WATERLOO:

City Clerk
City of Waterloo, Iowa

Quentin Hart, Mayor
City of Waterloo, Iowa

Date

Date

ATTEST:

CITY OF CEDAR FALLS

City Clerk
City of Cedar Falls, Iowa

James P. Brown, Mayor
City of Cedar Falls, Iowa

Date

Date

Appendix A

Sample
Annual HOME Allocation \$453,196.00

Waterloo Allocation 72%

Cedar Falls Allocation 28%

Administration Fee Calculation

\$453,196.00		\$453,196.00	
<u>X .72</u>	Allocation %	<u>X .28</u>	Allocation %
\$326,301.00		\$126,895.00	
<u>X .10</u>	minus 10% Admin to Lead Entity	<u>X .10</u>	minus 10% Admin to Lead Entity
\$32,630.00		\$12,689.00	

\$32,630.00
\$12,689.00
 Total Admin to Lead Entity = \$45,319.00

CHDO Allocation Calculation

\$453,196.00		\$453,196.00	
<u>X .72</u>	Allocation %	<u>X .28</u>	Allocation %
\$326,301.00		\$126,895.00	
<u>X .15</u>	Min. CHDO Allocation	<u>X .15</u>	Min. CHDO Allocation
\$48,945.00		\$19,034.00	

\$48,945.00 - Must be used in Lead Entity's jurisdiction
\$19,034.00 - May be used in City's jurisdiction. If no project is feasible funds may be
 Total CHDO allocation = \$67,979.00 used in Lead Entity's jurisdiction.

Net Allocations

\$326,301.00	72% Allocation	\$126,895.00	28% Allocation
- \$32,630.00	Admin	- \$12,689.00	Admin
- <u>\$48,945.00</u>	CHDO	- <u>\$19,034.00</u>	CHDO
<u>\$244,726.00</u>		<u>\$95,172.00</u>	
Lead Entity		City	

**HOME INVESTMENT PARTNERSHIP PROGRAM
CONSORTIUM COOPERATION AGREEMENT
FEDERAL FISCAL YEARS 2020, 2021 AND 2022
(October 1, 2019 to September 30, 2022)**

City Program Years
(July 1, 2019 to June 30, 2022)

THIS CONSORTIUM COOPERATION AGREEMENT is entered into by and between the City of Cedar Falls, a Municipal Corporation in Black Hawk County, Iowa (sometimes hereinafter referred to as the "City") and the City of Waterloo, a Municipal Corporation in Black Hawk County, Iowa (hereinafter referred to as the "Lead Entity") for the purpose of continuing a HOME Consortium pursuant to the HOME Investment Partnerships Act (hereinafter referred to as the "HOME Program"); Title II of the Cranston-Gonzales National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter referred to as the "Act").

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government is considered a unit of general local government for purposes of the Home Investment Partnerships Program if the Secretary of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") determines that the consortium has sufficient authority and administrative capability to carry out the purposes of the Act on behalf of its member jurisdictions and will direct its activities to the alleviation of housing problems within States; and,

WHEREAS, in accordance with Section 217(b)(3) of the Act, HUD will include, as jurisdictions eligible to receive allocations of HOME funds by formula, approved consortia of units of general local government; and,

WHEREAS, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa, desire to enter into a HOME Program Consortium Agreement for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low and moderate-income residents.

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(42 U.S.C. 12701 *et seq.*).

- 1.5 "HOME Program" shall mean - the program conducted under the provision of the Cranston-Gonzales National Affordable Housing Act, Title II, Subtitle A - HOME Investment Partnerships Program (P.L. 101-625) and the Code of Federal Regulations (24 CFR Part 92).
- 1.6 "HOME Funds" shall mean - HOME Program Entitlement Grant Funds awarded by the Secretary of HUD to the Consortium in accordance with the allocation formula prescribed by HUD.
- 1.7 "Consortium" or "HOME Consortium" shall mean - a consortium of geographically contiguous units of general local government, which HUD treats as a single unit of local government under the HOME Program, formed for the purpose of furthering the objectives of the HOME Program. Under this Agreement, the cities of Cedar Falls and Waterloo comprise the HOME Consortium.
- 1.8 "Housing Unit or Units" shall mean - decent, safe, sanitary and affordable housing developed or assisted with HOME Funds pursuant to this Agreement.
- 1.9 "Qualification Period" shall mean - the Federal Fiscal Years for which the HOME Consortium is to qualify to receive allocations as a participating jurisdiction in the HOME Program.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 Pursuant to this Agreement, the City and the Lead Entity agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- 2.2 The Lead Entity shall act in a representative capacity for all member units of general local government, or the Consortium members, for the purposes of the HOME Program.
- 2.3 The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Submission of Community Planning and Development Programs ("Consolidated Plan") in accordance with HUD regulation in 24 CFR Parts 91 and 92.
- 2.3.1 This Agreement does not contain a provision for veto or other restriction that would allow any member unit of local government to obstruct the implementation of the Consortium's approved Consolidated Plan.
- 2.3.2 The 5- Year Consolidated Plan document shall be prepared by Lead Entity in collaboration with staff from City. If a consulting firm is hired to prepare said document, Lead Entity and City will come to a mutually acceptable agreement to split the cost of the

consulting firm.

- 2.3.3 Lead Entity and City agree that necessary adjustments to the Consolidated Plan development process will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.
- 2.3.4 The Lead Entity shall initiate the 5-Year Consolidated Plan and Annual Action Plans in IDIS for Lead Entity and City, and submit to HUD on IDIS. Annual reporting (CAPER) will be completed by each entity separately in IDIS.
- 2.4 The Lead Entity and/or City if necessary, shall secure from the State of Iowa a written certification that the Consortium will direct its activities to the alleviation of housing problems within the State of Iowa.
- 2.5 The Lead Entity shall submit to HUD the required HOME Consortia qualification documents including required certifications and a fully executed Consortium Cooperation Agreement.
- 2.6 The Lead Entity and the City shall act affirmatively to further fair housing by:
- 2.6.1 Employing affirmative marketing procedures in the advertising and marketing of Housing Units, and
- 2.6.2 Conforming to the non-discrimination provisions hereinafter set forth.
- 2.7 Lead Entity, after approval by City, is hereby authorized to amend this Consortium Agreement, on behalf of the Consortium, for the purpose of adding new members to the Consortium.
- 2.7.1 Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with written consent of the Consortium staff.
- 2.7.2 This Agreement may be amended for purposes other than those described in 2.7 and 2.7.1 above by written Agreement of the Lead Entity and City.
- 2.8 Lead Entity and City each shall be solely responsible for such individual financial and/or legal responsibilities which may arise from participation as a member of this Consortium.
- 2.9 Lead Entity and City each shall be solely responsible for the administration of their respective HOME Programs including:

- 2.9.1 The development of Housing Units within their respective jurisdictions, and the use of any public or private funds or loans, or other means of financial assistance.
- 2.9.2 Additionally, any real or personal property acquired pursuant to this Agreement shall be acquired and maintained in the name of the individual Consortium member performing the acquisition.
- 2.9.3 Members will abide by their own local codes and standards but acknowledge that in federally funded projects, they are subject to the regulations for addressing lead-paint hazards.
- 2.10 Match obligations will be met for City by using carryover match funds reported by Lead Entity.
- 2.11 Program Income generated by Lead Entity or City with HOME funds will be accounted for in IDIS reporting and used for eligible activities by each agency separately.
- 2.12 It is the City's responsibility to assure compliance with all HOME requirements during project implementation and the affordability period. The Lead Entity has the right to monitor projects compliance. City will submit to Lead Entity the Environmental Review (ER) for each HOME project, and Lead Entity will approve the ER, before said project begins by City.
- 2.13 City and Lead Entity will follow the regulations of the HOME Final Rule of 2013.

SECTION 3. PROVISIONS OF THE AGREEMENT

- 3.1 Lead Entity and City agree that the Consortium start date shall be July 1, 2019, and that they, and any new members added to this Consortium, pursuant to Section 2.7 above, shall establish July 1 through June 30 as their respective fiscal year for the following Federal programs: 1) the Community Development Block Grant under Title I of the Housing and Community Development Act of 1974, as amended (PL 93-383), 2) the Home Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, (PL 101-625), 3) the Emergency Shelter Grant Program under Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act of 1988, as amended (PL 100-628), and 4) the Housing Opportunities for Persons With Aids Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as Amended, (PL 101-625), as applicable.
- 3.2 Though this Agreement may be amended, no Consortium member, including any new member added pursuant to Section 2.7 above, may withdraw from this Agreement while it remains in effect. A member desiring to terminate the Agreement and its participation

in the Waterloo HOME Consortium may do so by giving no less than 6 months prior written notice. The notice must be sent to the Lead Entity at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice.

3.3 For the Lead Entity and City, this Agreement is made and entered into pursuant to:

3.3.1 Iowa Code, Chapter 364 (2015), entitled "Powers and Duties of Cities".

3.4 The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of Federal or other laws or local ordinances because of race, color, handicap, familial status, sex, age, political or religious opinions, affiliations or national origin.

SECTION 4. DISTRIBUTION OF HOME FUNDS

4.1 Lead Entity shall be the recipient of each annual allocation of HOME Funds awarded to the Consortium by HUD and shall secure such funds in a manner prescribed by HUD.

4.2 For each annual allocation of HOME Funds, funds will be disbursed as follows:

4.2.1 10% of the entire annual HOME allocation will go to Lead Entity for allowable administration/planning costs of the HOME Program.

4.2.2 The annual HOME allocation will be allocated 72% to Lead Entity and 28% to City unless an alternate mutually agreeable allocation formula is approved by Lead Entity and City. Formula breakdown is based on HUD FY18 HOME Consortium Share Report.

4.2.3 15% of each annual HOME allocation after 72/28 split goes to local Community Housing Development Organization(s) (CHDO). The CHDO may use each allocation in the corresponding jurisdiction. If the CHDO is unable to use the City's allocation in City's jurisdiction it may be used in the Lead Entity's jurisdiction. The Lead Entity will oversee the CHDO requirements. Please see Appendix A for a sample breakdown of funding.

4.2.4 The allocation formula listed in 4.2.2 will be revised should additional members be added to the HOME Consortium. The revised allocation formula must be approved by Lead Entity and City before any additional members may be added.

4.2.5 City may not expend HOME Funds for any administrative or planning expenses.

4.2.6 HOME Funds shall be allocated to City through a subsequent subrecipient agreement, or agreements, between City and Lead Entity.

4.3 Some members existing programs may need to be modified if carried out with HOME funds, but the Consortium Activities do not impact CDBG-funded programs.

SECTION 5. TERM OF THE AGREEMENT/QUALIFICATION PERIOD

5.1 This Agreement shall be in full force and effect for a period of three years beginning on October 1, 2019, and ending September 30, 2022, said period comprising the Qualification Period, or until such time the HOME Funds are closed out as specified in Section 5.3, below. City program years are July 1, 2019 to June 30, 2022.

By the date specified in HUD's consortia designation notices, the consortium lead entity will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods.

The consortium will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and that failure to comply will void the automatic renewal of the consortia agreement.

5.2 The Federal fiscal years of this Agreement shall include FY 2020, 2021, and 2022.

5.3 Notwithstanding the above, this Agreement shall remain in effect until the HOME Funds from each of the Federal Fiscal Years of the Qualification Period are closed out pursuant to 24 CFR 92.507.

SECTION 6. AUTHORIZED REPRESENTATIVES

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and for the period of any applicable statute or limitations thereafter, the following named individuals or their successors shall be authorized representatives of the parties:

- (1) Quentin Hart, Mayor
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703
- (2) James P. Brown, Mayor
City of Cedar Falls

220 Clay Street
Cedar Falls, Iowa 50613

With copies to:

- (3) Rudy D. Jones
Community Development Director
620 Mulberry Street
Waterloo, Iowa 50703

and

- (4) Stephanie Sheetz
Director of Community Development
220 Clay Street
Cedar Falls, Iowa 50613

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

ATTEST:

CITY OF WATERLOO:

 City Clerk
 City of Waterloo, Iowa

 Quentin Hart, Mayor
 City of Waterloo, Iowa

Date

Date

ATTEST:

CITY OF CEDAR FALLS

 City Clerk
 City of Cedar Falls, Iowa

 James P. Brown, Mayor
 City of Cedar Falls, Iowa

Date

Date

Appendix A

Sample
Annual HOME Allocation \$453,196.00

Waterloo Allocation 72%

Cedar Falls Allocation 28%

Administration Fee Calculation

<p>\$453,196.00</p> <p><u>X</u> .72 Allocation %</p> <p>\$326,301.00</p> <p><u>X</u> .10 minus 10% Admin to Lead Entity</p> <p>\$32,630.00</p>	<p>\$453,196.00</p> <p><u>X</u> .28 Allocation %</p> <p>\$126,895.00</p> <p><u>X</u> .10 minus 10% Admin to Lead Entity</p> <p>\$12,689.00</p>
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\$32,630.00
\$12,689.00
 Total Admin to Lead Entity = \$45,319.00

CHDO Allocation Calculation

<p>\$453,196.00</p> <p><u>X</u> .72 Allocation %</p> <p>\$326,301.00</p> <p><u>X</u> .15 Min. CHDO Allocation</p> <p>\$48,945.00</p>	<p>\$453,196.00</p> <p><u>X</u> .28 Allocation %</p> <p>\$126,895.00</p> <p><u>X</u> .15 Min. CHDO Allocation</p> <p>\$19,034.00</p>
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\$48,945.00 - Must be used in Lead Entity's jurisdiction
\$19,034.00 - May be used in City's jurisdiction. If no project is feasible funds may be
 Total CHDO allocation = \$67,979.00 used in Lead Entity's jurisdiction.

Net Allocations

<p>\$326,301.00 72% Allocation</p> <p>- \$32,630.00 Admin</p> <p>- <u>\$48,945.00</u> CHDO</p> <p><u>\$244,726.00</u></p> <p>Lead Entity</p>	<p>\$126,895.00 28% Allocation</p> <p>- \$12,689.00 Admin</p> <p>- <u>\$19,034.00</u> CHDO</p> <p><u>\$95,172.00</u></p> <p>City</p>
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CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126

MEMORANDUM
Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: September 10, 2019
SUBJECT: Monument Mailbox Ordinance

During the June 3, 2019, regular Council meeting, Council referred to staff a directive to draft an ordinance allowing monument mailboxes and limiting the City's liability.

Such a proposed ordinance is presented with this Memorandum.

City staff is opposed to adoption of such an ordinance due to the issues raised during the Committee of the Whole meeting on June 3, 2019, relative to safety concerns, increased potential liability to the City while working in the right-of-way, and the increased costs to the taxpayers caused by monument style mailboxes interfering with City construction and utility work.

It should be noted as well that CFU has indicated that it does not favor allowing new monument style mailboxes in the right-of-way due to similar concerns.

Also, as was stated by the local postmaster during the Committee of the Whole meeting on June 3, 2019, the USPS prefers break away style mailboxes, and in some cases, cluster style mailboxes, but not monument style mailboxes.

Staff has taken the position that it will not order removal of monument style mailboxes already existing at the time they were banned in 2008, unless removal is absolutely necessary due to conflict with City services, facilities, or operations. Also, City staff has never prevented an owner from repairing an already existing monument style mailbox unless the mailbox is damaged or destroyed beyond use.

Finally there has been a misconception that all or most cities in Iowa allow monument style mailboxes. That is not the case. Attached please find a summary of regulation of monument style mailboxes by larger cities in Iowa. As can be seen, a majority of the larger cities do not allow such mailboxes in city right-of-way. Cities that do allow such mailboxes decide on a case-by-case basis, and impose specific standards of

construction if allowed.

For all of the foregoing reasons, City staff does not recommend adoption of the proposed ordinance.

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

SUMMARY OF REGULATION OF MONUMENT-STYLE MAILBOXES
LARGER IOWA CITIES

Des Moines: Addressed in ordinance. Not allowed since 2003.

Cedar Rapids: Not addressed in ordinances (rewrite coming in January, 2020). Not allowed. Controlled through R-O-W regulation.

Sioux City: Not addressed in ordinances. Not allowed. Controlled through R-O-W regulation.

Iowa City: Not addressed in ordinances. Not allowed. Controlled through R-O-W regulation.

Waterloo: Not addressed in ordinances. Strongly discouraged. Controlled through R-O-W regulation.

Ames: Not addressed in ordinances. Case-by-case through encroachment permit. Liability insurance required if allowed. Not stated in policy but Ames considers damage to be owner's assumption of risk for placing it in the right-of-way.

West Des Moines: Not addressed in ordinances. Not allowed. Controlled through R-O-W regulation.

Ankeny: very similar to Urbandale (see below).

Council Bluffs: Not addressed in ordinances. Allowed. Regulated through construction permit process. Plans submitted, reviewed and approved. If approved, a license is granted to occupy the R-O-W with an annual fee. Indemnification and liability insurance required. Damage by City on a case-by-case basis.

Dubuque: Addressed in ordinance. Not allowed. Only break away allowed via ordinance. If present they are declared a nuisance and may be removed. Permits required for all mailboxes.

Urbandale: Addressed in ordinances. Allowed. Very specific requirements citing AASHTO standards and USPS regulations. If damaged by City, only pay the replacement cost of a break away mailbox. Liability placed on owner. Very similar to Ankeny.

Bettendorf: Addressed in ordinances. Not allowed since 2008.

Mason City: Addressed in ordinance. Allowed. R-O-W obstruction permit not required for mailboxes. By administrative policy liability is on the owner, and reimbursement for damage is limited to \$50 for breakaway post mailboxes only.

Of those I spoke to, all stated that sometimes residents construct these types of mailboxes without informing the City. They try to avoid the situation of forcing them to be removed but upon a complaint, or if circumstances require such as reconstruction of a street, they reserve the right to order removal.

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

ORDINANCE NO. _____

AN ORDINANCE (1) ENACTING NEW DIVISION 2, MAILBOXES, CONSISTING OF NEW SECTION 19-53, DEFINITIONS, NEW SECTION 19-54, VISIBILITY; OBSTRUCTIONS, NEW SECTION 19-55, PERMIT REQUIRED, NEW SECTION 19-56, CONFLICT WITH CITY SERVICES; OPERATIONS, AND NEW SECTION 19-57, RESPONSIBILITY OF OWNER, OF ARTICLE II, PARKINGS, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; and (2) REPEALING SUBSECTION (e) OF SECTION 19-47, PLANTINGS BY PROPERTY OWNERS OR PARTIES IN POSSESSION, OF ARTICLE II, PARKINGS, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SUBSECTION (e) OF SECTION 19-47, PLANTINGS BY PROPERTY OWNERS OR PARTIES IN POSSESSION.

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

Section 1. Article II, Parkings, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by enacting a new Division 2, Mailboxes, containing New Section 19-53, Definitions, New Section 19-54, Visibility; Obstructions, New Section 19-55, Permit Required, New Section 19-56, Conflict with City Services; Operations, New Section 19-57, Responsibility of Property Owner, as follows:

DIVISION 2. MAILBOXES

Sec. 19-53. Definitions.

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

Breakaway support post means a supporting post which shall be no larger than a 4-inch by 4-inch wood post or a metal post with a strength no greater than a 2-inch diameter schedule 40 steel pipe and which is buried no more than 24 inches deep. Such a support post shall not be set in concrete unless specifically designed as a breakaway support system as defined in *A Guide for Erecting Mailboxes on Highways* published by the American Association of State Highway and Transportation Officials, May 24, 1984 (ASHTO).

Cluster-style mailbox means a style whereby mailboxes, meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL," are assembled and grouped together on a single area of land so that they are regarded as one unit.

Curbside mailbox means a mailbox consisting of a lightweight sheet metal or plastic box meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL," which is erected at the edge of a roadway or curbside of a street and is mounted on a breakaway support post, and is intended or used for the collection of mail and is to be served by a mail carrier from a vehicle.

Custom-built mailbox means a mailbox installed adjacent to the owner's property at the edge of a roadway or curbside of a street and is constructed using materials that do not meet the definition of a curbside mailbox.

Clear sight area means the area or space between the curb line and abutting property owner's lot line where clear vision is required to be maintained as described in section 19-47.

Sec. 19-54. Visibility; obstructions

(a) All mailboxes must be installed away from any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic control device.

(b) In addition to the requirements in subpart (a), cluster-style mailboxes and custom-built mailboxes must be installed outside of clear sight areas.

Sec. 19-55. Permit required for custom-built mailboxes.

An excavation permit must be obtained from the city prior to installation in the public right-of-way of any cluster-style or custom-built mailbox in the public right-of-way. The city shall not be responsible for determining compliance with USPS or ASHTO standards as part of the permitting process for any mailbox. The owner of the property adjacent to the mailbox shall be responsible for any damage to public infrastructure caused by installation of any mailbox in the public right-of-way.

Sec. 19-56. Conflict with city services; operations.

If any mailbox is determined by the city to be interfering with city services, facilities or operations, or with any other authorized user of the public right-of-way, or the maintenance or repair of public infrastructure is or would be interfered with because of the presence of any

mailbox, then the owner of the property adjacent to the mailbox shall be notified by the city to remove the mailbox at the owner's expense. In an emergency or if the owner fails to timely remove the mailbox after notification from the city, the city may remove the mailbox at the owner's expense with notice of removal given as soon as practicable. If such owner fails to pay the cost of removal of the mailbox within 30 days of notification by the city, such costs shall be assessed to the property adjacent to the mailbox for collection in the same manner as a property tax. If a mailbox is required to be removed under this section, the city, at the option of the owner, shall either replace the mailbox with a curbside mailbox regardless of the type of mailbox removed, or else pay the fee, as of the date of removal, for mailbox replacement as set forth in the City's fee schedule, to the owner of the property adjacent to the mailbox.

Sec. 19-57. Responsibility of owner.

(a) The owner of the property adjacent to a mailbox located in the public right-of-way shall be responsible for regular maintenance and repair of such mailbox.

(b) If damage to a mailbox is caused by the fault the city or its authorized contractors in the course of street maintenance, including snow removal, street sweeping, street cleaning, or similar work, or any repair, replacement, construction or reconstruction of city streets, alleys, subdrains, storm sewer pipes, conduits or other similar structures, or other city work within the public right-of-way, then the city shall repair the damage at a cost not to exceed the replacement cost of a curbside mailbox as set forth in the City's fee schedule. If a mailbox is destroyed beyond use under such circumstances, then it shall be replaced with a curbside mailbox, regardless of the type of mailbox destroyed, or else, at the option of the owner of the property adjacent to the mailbox, such owner shall be paid the fee, as of the date of destruction, for mailbox replacement as set forth in the City's fee schedule. If weather conditions prevent immediate repair or replacement the city may install a temporary mailbox.

(c) The city shall bear no responsibility or liability whatsoever for personal injury or death to any person, or damage to any property, caused by a mailbox located in the public right-of-way.

(d) Any and all damages to persons or property caused by the presence of a custom-built mailbox in the city's right-of-way shall be the responsibility of the owner of the property adjacent to the custom-built mailbox.

Section 2. Subsection (e) of Section 19-47, Plantings by Property Owners or Parties in Possession, of Article II, Parkings, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (e) of Section 19-47, Plantings by Property Owners or Parties in Possession is enacted in lieu thereof, as follows:

(e) It shall be unlawful for the owner or party in possession of lots or parcels of ground in the city to fail to keep in good order or to maintain the area between the curb line and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, ~~or other monument-type mail boxes,~~ stakes,

posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. In the event plant material described in subsection (a) of this section or any of the obstructions described in this subsection are damaged or destroyed by the city, its employees, agents or contractors, in the course of street maintenance, including snow removal, street sweeping, street cleaning, and other similar work, or any repair, replacement, construction or reconstruction of city streets, subdrains, storm sewer pipes, conduits or other similar structures, or other city work within the public right-of-way, including the area between the curb line and the abutting private property line, the city, its employees, agents and contractors shall have no liability to the private property owner or party in possession of the property adjacent to which such obstructions or plant material are located, for any damage to or destruction of such obstructions or plant material. The owner or party in possession of the land referred to above shall comply with the city ordinances pertaining to the trimming of trees, and other ordinances affecting the maintenance of said area of ground lying between the curb line and the property line abutting their property.

INTRODUCED: _____ September 16, 2019 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk