



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, FEBRUARY 5, 2018**  
**7:00 PM AT CITY HALL**

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- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of January 15, 2018.
- D. Agenda Revisions.
- E. Administration of Oath to Public Safety Officers.
- F. Special Order of Business:
  - 1. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Street Construction Project.
    - a. Receive and file proof of publication of notice of hearing. (Notice published January 19, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 2. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Street Construction Project.
  - 3. Public hearing on a proposal to undertake a public improvement project for the West 1st Street Reconstruction Project and to authorize acquisition of private property for said project.
    - a. Receive and file proof of publication of notice of hearing. (Notice published January 19, 2018)
    - b. Written objections filed with the City Clerk.
    - c. Oral comments.
  - 4. Resolution approving a public improvement for the West 1st Street Reconstruction Project and authorizing acquisition of private property for said project.
- G. Old Business:
  - 1. Pass Ordinance #2917, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to changing the speed limit on University Avenue from Hudson Road to the east city limits from 45 miles per hour to 35 miles per hour, upon its second consideration.

## H. New Business:

1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Receive and file the resignation of Paul Gray as a member of the Library Board of Trustees.
  - b. Approve the recommendation of the Mayor relative to the appointment of Kim Kranz to the Board of Rental Housing Appeals, term ending 05/01/2018.
  - c. Receive and file the Committee of the Whole minutes of January 15, 2018 relative to the following items:
    - (1) Capital Improvements Program (CIP) – Joint Meeting with Planning & Zoning Commission.
    - (2) Bills & Payroll.
  - d. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Traffic Operations Supervisor.
  - e. Receive and file Departmental Monthly Reports of December 2017.
  - f. Receive and file the 2017 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, and the Bicycle & Pedestrian Advisory Committee.
  - g. Approve the following applications for beer permits and liquor licenses:
    - (1) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
    - (2) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
    - (3) Second State Brewing Company, 203 State Street, Class B beer - renewal.
    - (4) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
    - (5) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
    - (6) The Hydrant Firehouse Grill, 2002 College Street, Class C liquor - renewal.
2. Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Resolution deleting the pay for an employee in the position of Land Surveyor in the Engineering Services Division.
  - b. Resolution deleting the pay for an employee in the position of Inspector in the Inspection Services Division.
  - c. Resolution deleting the pay for an employee in the position of Equipment Mechanic in the Public Works & Parks Division.
  - d. Resolution deleting the pay for an employee in the position of Firefighter in the Fire Operations Division.
  - e. Resolution establishing the pay for a new employee hired in the position of PT-Laborer in the Public Works & Parks Division.
  - f. Resolution establishing the pay for three new employees hired in the position of Public Safety Officer in the Police Operations Division.

- g. Resolution establishing the pay for an employee assigned to the position of Acting Police Lieutenant-Public Safety Officer in the Police Operations Division.
- h. Resolution establishing the pay for an employee reclassified to the position of Maintenance Worker in the Public Works & Parks Division.
- i. Resolution establishing the pay for an employee reclassified to the position of Public Safety Officer in the Police Operations Division.
- j. Resolution approving and authorizing execution of the renewal of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.
- k. Resolution approving and authorizing execution of an extension of a three-year Agreement for Audit Services with Eide Bailly, LLP.
- l. Resolution approving and authorizing execution of a contract for CLEAR for Law Enforcement Plus with West Publishing Corporation relative to investigations and background checks conducted by the Public Safety Services Department.
- m. Resolution approving and authorizing the purchase of a fire rescue pumper apparatus from Toyne, Inc.
- n. Resolution approving and authorizing execution of a Farm Lease Agreement with Luhring & Luhring Farms relative to agricultural land known as the Belz Farm.
- o. Resolution approving and accepting a Temporary Easement, in conjunction with the 2017 Levee/Floodwall System Improvements Project.
- p. Resolution approving and accepting completion of public improvements in Prairie West 7th Addition.
- q. Resolution approving the Certificate of Completion and accepting the work of Feldman Concrete for the 2017 Sidewalk Assessment Project, Zone 8.
- r. Resolution approving the Final Statement of Expenditures for the 2017 Sidewalk Assessment Project, Zone 8.
- s. Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2017 Street Reconstruction Project.
- t. Resolution approving the Certificate of Completion and accepting the work of Mike Dolan Concrete & Masonry, Inc. for the 2016 Public Sidewalk Repair, Pedestrian Ramp and Patching Project.
- u. Resolution approving the Certificate of Completion and accepting the work of Mike Dolan Concrete & Masonry, Inc. for the 2016 Permeable Alley Project.
- v. Resolution approving the Certificate of Completion and accepting the work of Mike Dolan Concrete & Masonry, Inc. for the Cedar Falls Industrial Park Street Patching Project.
- w. Resolution approving and authorizing execution of Supplemental Agreement No. 2 to the Standard Consultant Contract with IIW, P.C. for construction engineering services relative to the West 20th Street Bridge Replacement Project.

- x. Resolution approving and authorizing execution of Supplemental Agreement No. 4 to the Professional Services Agreement with Foth Infrastructure & Environmental, LLC relative to the 2018 Bridge Inspection Project.
  - y. Resolution approving the partial release of retainage funds to K. Cunningham Construction Company, Inc. for the University Avenue Reconstruction Project, Phase I.
  - z. Resolution approving and authorizing execution of a Cooperative Agreement for Primary Road Project with the Iowa Department of Transportation for reconstruction of ramp terminals relative to the University Avenue Reconstruction Project, Phase 3.
  - aa. Resolution approving and authorizing execution of an Assignment and Assumption Agreement relative to an Agreement for Private Development and conveyance of development property by CV Properties Housing Cooperative Association to CV Properties 2, LLC.
  - ab. Resolution approving a College Hill Neighborhood Overlay Zoning District site plan for a commercial/residential mixed use development at 2119 College Street.
  - ac. Resolution setting February 19, 2018 as the date of public hearing on the proposed FY19 Budget for the City of Cedar Falls.
  - ad. Resolution setting February 19, 2018 as the date of public hearing on the proposed vacation and dedication of utility easements on Lots 32, 33 & 34 of Pinnacle Prairie Business Center North.
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- I. Allow Bills and Payroll.
  - J. City Council Referrals.
  - K. City Council Updates.
  - L. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
  - M. Adjournment.

**CITY HALL  
CEDAR FALLS, IOWA, JANUARY 15, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 51692 - It was moved by Kruse and seconded by Darrah that the minutes of the Regular Meeting of January 2, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 51693 - Mayor Brown announced that in accordance with the public notice of January 3, 2018, this was the time and place for a public hearing on a proposed FY2018-FY2023 Capital Improvements Program (CIP). It was then moved by Miller and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51694 - The Mayor then asked if there were any written objections filed to the proposed Capital Improvements Program. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck commented briefly. Community Development Director Sheetz and City Engineer Resler responded to questions by Rosemary Beach, 5018 Sage Road, and Penny Popp, 4805 South Main Street. There being no one else present wishing to speak either for or against the proposed Capital Improvements Program, the Mayor declared the hearing closed and passed to the next order of business.
- 51695 - It was moved by Blanford and seconded by Darrah that Resolution #20,904, approving and adopting the FY2018-FY2023 Capital Improvements Program (CIP), be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #20,904 duly passed and adopted.
- 51696 - It was moved by Miller and seconded by Wieland that Resolution #20,905, declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #20,905 duly passed and adopted.
- 51697 - It was moved by Darrah and seconded by Wieland that the following items and recommendations on the Consent Calendar be received, filed and approved:
- Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Street Construction Project.

## Item C.

- 2 -

Approve the following applications for liquor licenses:

- (1) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.
- (2) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- (3) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.

Motion carried unanimously.

51698 - It was moved by Darrah and seconded by Miller to receive and file the plans, specifications, form of contract & estimate of cost for the Highway 58 & Viking Road Project. Following comments by Larry Wyckoff, 4241 Eastpark Road, the motion carried unanimously.

51699 - It was moved by Darrah and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #20,906, deleting the pay for two employees in the position of PT-Community Service Officer II in the Police Operations Division.

Resolution #20,907, deleting the pay for an employee in the position of PT-Assistant Equipment Mechanic in the Public Works & Parks Division.

Resolution #20,908, establishing the pay for a new employee hired in the position of PT-Fitness Coordinator in the Recreation & Community Programs Division.

Resolution #20,909, establishing the pay for an employee reclassified to the position of Maintenance Worker in the Public Works & Parks Division.

Resolution #20,910, approving and authorizing Engagement with PFM Financial Advisors LLC to perform financial advisory services.

Resolution #20,911, approving and authorizing execution of a Professional Service Agreement with Kucera International, Inc. for digital aerial imagery services relative to the 2018 Aerial Mapping Project.

Resolution #20,912, approving and authorizing the purchase of a video production vehicle from Gerling and Associates, Inc. relative to cable television production activities.

Resolution #20,913, approving and authorizing execution of a contract for Asphalt Shingle Grinding Services with J. Pettiecord, Inc. relative to asphalt shingle recycling.

Resolution #20,914, approving and authorizing execution of an Agreement for Painting Services with Mongon Painting Co., Inc. relative to the Water Reclamation Primary Clarifier Painting Project.

Resolution #20,915, approving and authorizing execution of sixteen Releases of Temporary Easements, in conjunction with the 2016 Street Reconstruction Project, 1622/1710 Mandalay Drive Slope Repair Project and Dry Run Creek Watershed Improvement Project.

Resolution #20,916, approving and adopting the plans, specifications & estimate of cost for the Highway 58 & Viking Road Project.

Resolution #20,917, approving and authorizing execution of a Grant-in-Aid Agreement with the State Historical Society of Iowa relative to a Certified Local Government Grant Project for nomination of the Wild Historic District to the National Register of Historic Places.

Resolution #20,918, approving and authorizing execution of a Grant-in-Aid Agreement with the State Historical Society of Iowa relative to a Certified Local Government Grant Project for scholarships to attend the National Historic Preservation Caucus - FORUM 2018.

Resolution #20,919, approving a Central Business District Overlay Zoning District site plan for signage at 115 East 4th Street.

Resolution #20,920, approving a College Hill Neighborhood Overlay Zoning District site plan for installation of a drive-through at 2128 College Street.

Resolution #20,921, setting February 5, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Street Construction Project.

Resolution #20,922, setting February 5, 2018 as the date of public hearing on a proposal to undertake a public improvement project for the West 1st Street Reconstruction Project and to authorize acquisition of private property for said project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #20,906 through #20,922 duly passed and adopted.

51700 - It was moved by Wieland and seconded by Green that Resolution #20,923, approving and authorizing execution of an Employee Assistance Services Agreement with Covenant Medical Center, Inc. d/b/a Covenant Clinic EAP relative to the City's Employee Assistance Program (EAP), be adopted. Following questions by Councilmembers Green and Wieland and responses by Finance & Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #20,923 duly passed and adopted.

51701 - It was moved by Darrah and seconded by deBuhr that Resolution #20,924, approving a revised concept of adding pickle ball courts at Orchard Hill Park, as recommended by the Parks & Recreation Commission, be adopted. Following comments by Councilmember deBuhr, questions by Councilmembers Green and Darrah, and responses by Director of Municipal Operations & Programs Ripplinger, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #20,924 duly passed and adopted.

## Item C.

- 4 -

- 51702 - It was moved by Darrah and seconded by Wieland that Resolution #20,925, approving the University Avenue/Highway 58 Interchange Reconstruction Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, be adopted. Following questions by Councilmember deBuhr and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Darrah, Wieland, Green. Nay: deBuhr. Motion carried. The Mayor then declared Resolution #20,925 duly passed and adopted.
- 51703 - It was moved by Darrah and seconded by Miller that Ordinance #2917, amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to changing the speed limit on University Avenue from Hudson Road to the east city limits from 45 miles per hour to 35 miles per hour, be passed upon its first consideration. Following questions by Councilmembers deBuhr, Darrah and Green, and responses by City Engineer Resler, 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.
- 51704 - It was moved by Miller and seconded by deBuhr that the bills and payroll 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.
- 51705 - It was moved by Blanford and seconded by Green to refer to the Committee of the Whole the speed limit on South Main Street from University Avenue to Greenhill Road. Motion carried unanimously.
- 51706 - Northern Iowa Student Liaison Cade Olmstead and Councilmember Green commented about a recent coordinated effort by University of Northern Iowa students, faculty and staff to pack meals at the Northeast Iowa Food Bank.
- 51707 - Penny Popp, 4805 South Main Street, requested that a misspelled word on the Eldorado Park sign near the trail system be corrected.
- Larry Wyckoff, 4241 Eastpark Road, expressed concerns with roundabouts, cost of the University Avenue Reconstruction Project, and traffic on Greenhill Road. Community Development Director Sheetz responded to questions by Councilmember Miller regarding costs of the University Avenue Reconstruction Project.
- Bob Manning, 2908 West 3rd Street, and spokesperson for the Cedar Trails Partnership, provided clarification of the Partnership's support for the City's plan for proposed bike lanes on Main Street and announced grant funds available for trail projects.
- 51708 - It was moved by Kruse and seconded by Wieland that the meeting be adjourned at 7:40 P.M. Motion carried unanimously.

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Jacqueline Danielsen, CMC, City Clerk





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Chase Schrage, CIP Projects Supervisor  
**DATE:** January 9, 2018  
**SUBJECT:** 2018 Street Construction Project  
Project No. RC-000-3141  
Request for PS&E Approval

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

I recommend setting Monday, February 5, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, February 13, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by January 19, 2018. The Plans and Specifications will be ready for distribution to contractors on January 19, 2018, allowing more than three (3) weeks of review before contract letting.

This project involves the construction of sixteen (16) City streets (see attached Exhibit A) totaling 4.60 miles. Work will include removal and replacement of the existing pavement, HMA overlays, subgrade compaction, storm sewer, subdrain, intake construction and replacement of driveway approaches and handicap ramps. Complete streets components were considered in the design of each roadway and checklists are on file with the City Engineer.

The total estimated cost for the construction of this project is \$4,799,159.55. The majority of the project will be funded with the Local Option Sales Tax funds. The only exception is new water main on 4<sup>th</sup> Street, 12<sup>th</sup> Street, East Street, and Iowa Street will be funded by Cedar Falls Utilities.

This project meets the Organizational Goal #4 of the City Council goals for fiscal year 2018 by using Local Option Sales Tax for our annual Construction program.

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

att

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



Exhibit A

MILEAGE SUMMARY			
STREET	LOCATION	LIN. FT.	MILES
W. 12TH STREET	CLARK STREET TO COLLEGE STREET	1830	0.35
W. 4TH STREET (W)	ANGIE DRME TO HUDSON ROAD	1530	0.30
W. 4TH STREET (E)	COLLEGE STREET TO THE EAST TO THE RAILROAD TRACKS	1260	0.24
EAST STREET	WATERLOO RD TO GRAND BLVD.	410	0.08
CLEARVIEW DRIVE	VALLEY HIGH DRIVE TO PRIMROSE DRIVE	1040	0.20
VERALTA DRIVE	PRIMROSE DRIVE TO ORCHARD DRIVE	600	0.11
IOWA STREET	SEERLEY BLVD. TO 22ND STREET	580	0.10
RIVER BLUFF DRIVE	WESTWOOD DRIVE TO FORREST ROAD	725	0.12
MINNETONKA DRIVE	2814 MINNETONKA DRIVE TO END OF LOOP	1876	0.36
EASTPARK DRIVE	ELMRIDGE DRIVE TO BRIARWOOD DRIVE	1575	0.30
BRIARWOOD DRIVE	ELMRIDGE DRIVE TO EASTPARK DRIVE	1575	0.30
CHAPMAN COURT	ORCHARD PLACE TO CUL DE SAC	515	0.10
IRVING STREET	UTILITY PARKWAY TO DEAD END	350	0.07
PHEASANT DRIVE	4TH STREET TO THE WEST 1600'	1900	0.36
HUDSON ROAD	UNI SKYWALK TO 600' NORTH OF 23RD STREET	1521	0.28
ALLEY	WASHINGTON TO MAIN STREET - 4TH STREET TO 5TH STREET	280	0.05
MAIN STREET	6TH STREET TO SEERLEY BLVD.	6250	1.18
TOTAL		25363	4.60





# 2018 Street Construction Project

-6-

Jon Resler, PE, City Engineer

Item F.1.



# 2018 Street Reconstruction

- **W. 12<sup>th</sup> Street** from College Street to East of Clark Drive
- **W. 4<sup>th</sup> Street** from Angie Drive to Hudson Road
- **W. 4<sup>th</sup> Street** from College Street to Franklin Street
- **East Street** from Newman Avenue to Grand Boulevard
- **Clearview Drive** from Primrose Drive to Valley High Drive
- **Veralta Drive** from Primrose Drive to Orchard Drive
- **Iowa Street** from Seerley Blvd to W. 22<sup>nd</sup> Street



# 2018 Street Restoration

- **Hudson Road** from W. 23<sup>rd</sup> Street to W. 18<sup>th</sup> Street
- **River Bluff Drive** from Westwood Drive to Forrest Road
- **Minnetonka Drive** from 2814 Minnetonka Drive though loop
- **East Park Road** from Elmridge Drive to Briarwood Drive
- **Chapman Court** from Orchard Place to cu-de-sac
- **Briarwood Drive** from Elmridge Drive to East Park Road
- **Irving Street** from Utility Parkway to Dead End
- **Main Street** from W. 6<sup>th</sup> Street to Seerley Blvd.
- **Pheasant Drive** from W. 4<sup>th</sup> Street, west 1600 ft.



# W 4<sup>th</sup> Street Reconstruction

Item F.1.

-12-



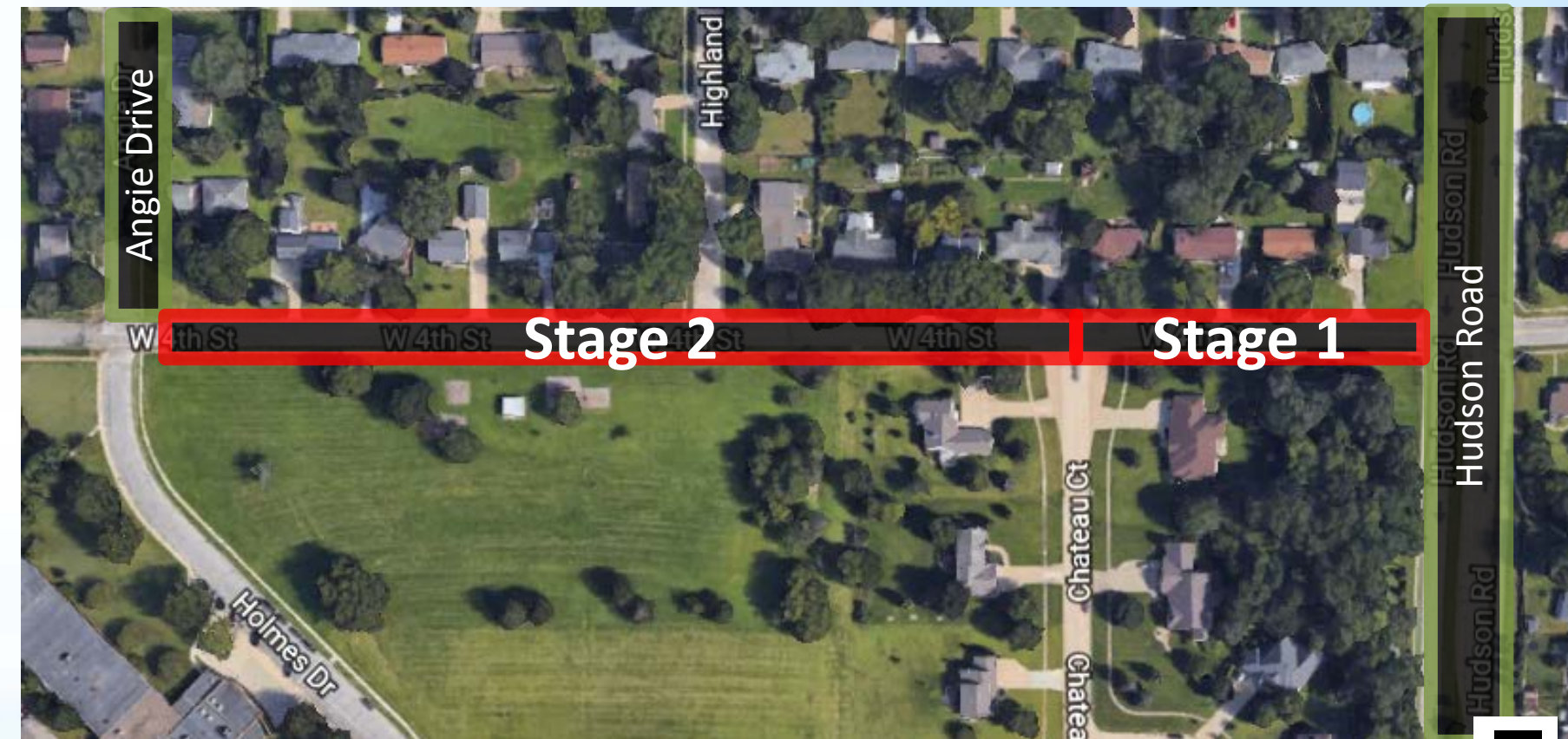




# W 4<sup>th</sup> Street Reconstruction

- Angie Drive to Hudson Road
- Two Stages
  - Stage 1
    - 20 Working Days
    - Hudson Road to Middle of Chateau Court
    - Completed Prior to CF Last Day of School (May 31<sup>st</sup>)
  - Stage 2
    - 35 Working Days
    - Middle of Chateau Court to Angie Drive
    - Completed Prior to CF First Day of School (August 24<sup>th</sup>)

-13-



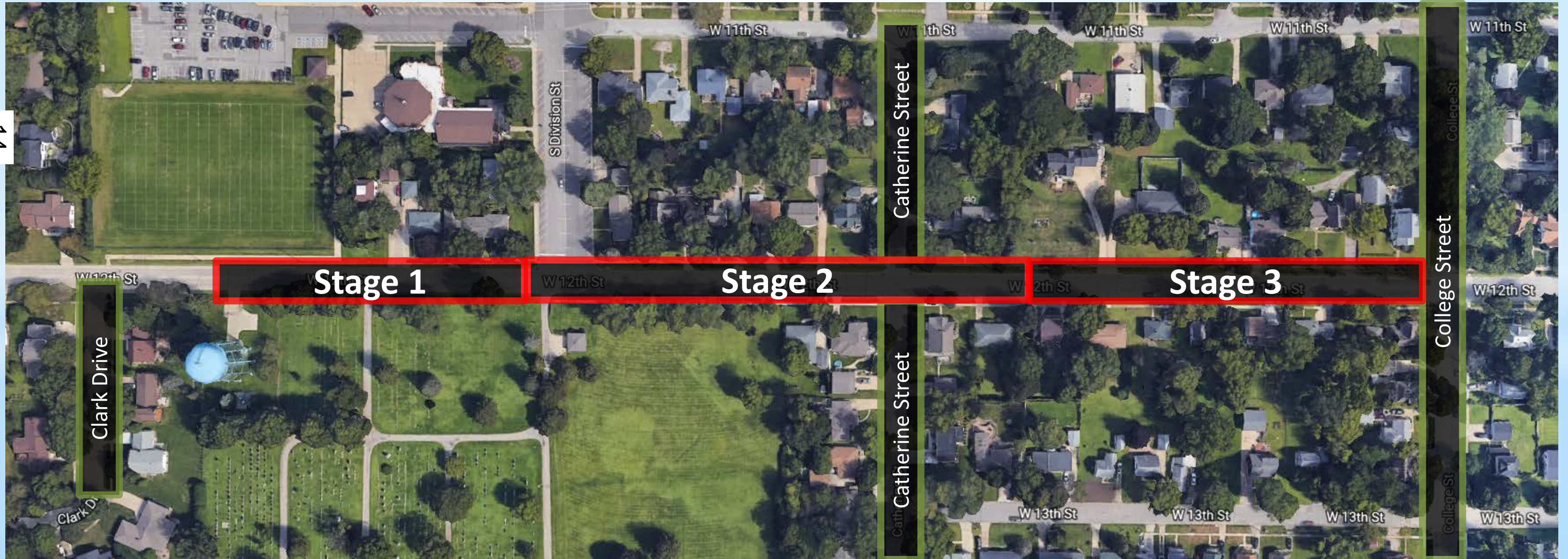
Item F.1.



# W 12<sup>th</sup> Street Reconstruction

Item F.1.

-14-

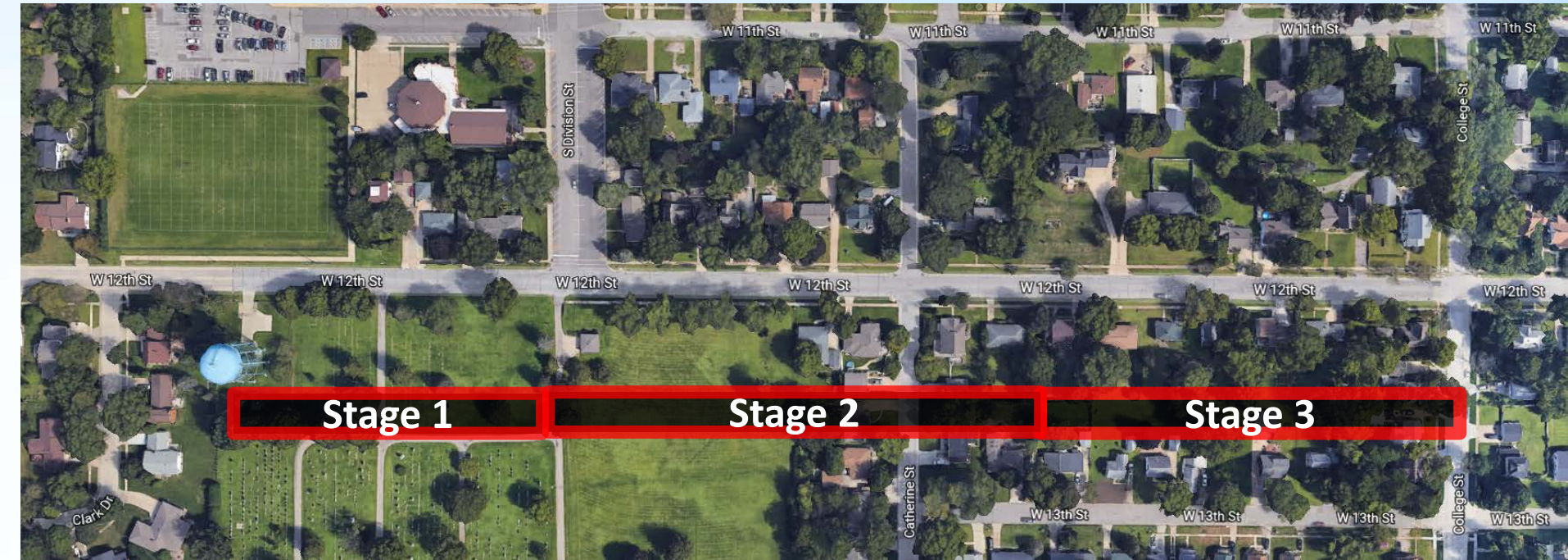




# W 12<sup>th</sup> Street Reconstruction

- Clark Street to College Street
- Three Stages
  - Stage 1
    - 25 Working Days
    - Clark Drive to Division Street
    - Completed Prior to CF Last Day of School (May 31<sup>st</sup>)
  - Stage 2
    - 35 Working Day
    - Division Street to Catherine Street
    - Completed Prior to CF First Day of School (August 24<sup>th</sup>)

-15-



- Stage 3
  - 25 Working Days
  - Catherine Street to College Street

Item F.1.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** January 31, 2018  
**SUBJECT:** W. 1<sup>st</sup> Street Corridor Design from Hudson Road to Franklin/Center Street  
Project #RC-000-3118

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs to start this spring to meet the DOT and City's funding years for construction. The utilities and other infrastructure will be installed later this year and early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from four (4) properties and partial acquisitions from 65 properties.

This project started in 2013 with the preparation of the Environmental Assessment (EA). The EA evaluates the purpose and need for this project. The purpose is to upgrade and modernize W. 1<sup>st</sup> Street between Hudson Road and Franklin/Center Street. The project is needed to improve the pavement condition, provide pedestrian access and mobility, upgrade the roadway geometry to current design standards, reduce conflicts with through traffic, improve access management and update the utility accommodations. This process included analyzing several different corridor alternatives such as three lanes, four lanes or five lanes. Eventually, the five lane section was recommended as the preferred alternative. The EA was approved in 2015 followed by the issuance of the Finding of No Significant Impact in the fall of 2016.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91.

## Item F.3.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the acquisitions and easements will be purchased, to comment on the project. A public meeting was held on January 25, 2018 to start one-on-one discussions with affected property owners. Attached is the handout from this public meeting.

Staff recommends that the City Council state their support in the form of a resolution approving the public improvement project for the W. 1<sup>st</sup> Street reconstruction project and authorize the acquisition of private property for said project.

If you have any questions or need additional information, please feel free to contact me.

xc: Stephanie Sheetz, Director  
Jon Resler, City Engineer

**PROJECT HISTORY**

The Cedar Falls West 1st Street Corridor Study was prepared in February 2012 as a collaborative effort between INRCOG, the Iowa DOT, and the City of Cedar Falls. The purpose of the study was to examine the needs and functions of IA 57 / West 1st Street and to develop feasible alternatives for future reconstruction that would serve the current and future needs of the corridor. Community and project stakeholders were involved throughout the corridor study, providing feedback on the studies and alternatives

Public Information Meetings were held on December 5, 2013, and April 22, 2014, to gather input and comments from the local residents during the early stages of the Environmental Assessment (EA) process and preliminary project design phase. Stakeholder surveys and one-on-one meetings were also conducted to seek input from the owners along the corridor. The EA for this project was completed and approved on August 20, 2015. The EA concludes the proposed project is necessary for safe and efficient travel within the project corridor and the proposed project meets the purpose and need. The project will have no significant adverse social, economic, or environmental impacts of a level that would warrant an environmental impact statement. An EA Public Hearing was conducted on November 17, 2015. A Finding of No Significant Impact (FONSI) was signed by the FHWA on September 22, 2016.

The project will continue to be monitored by the Iowa DOT throughout all development stages and construction to ensure possible environmental effects are identified.

-19-

**PROJECT COST AND SCHEDULE**

The IA 57 / West 1st Street Reconstruction Project is identified in the 2018 – 2022 Transportation Improvement Program. The estimated project costs and schedule are as follows:

- FY 2018 - \$3,073,000 for Right-of-Way Acquisitions
- FY 2019 - \$4,535,000 for Storm Sewer, Water Main, Retaining Walls and Grading
- FY 2020-21 - \$6,984,000 for Sanitary Sewer, Paving, and Sidewalk

**RIGHT-OF-WAY**

As part of the proposed improvements, additional right-of-way will be required. The following paragraphs provide information regarding the right-of-way process followed by the Iowa DOT.

*Iowa DOT policy provides for appraisal of property and/or property rights needed for each project. Professional techniques and methods are used to determine "just compensation" in accordance with federal and state constitutions, laws, and regulations. Appraisals are prepared to assure fair treatment for both the property owner and the public.*

*After completing the appraisal, a right-of-way agent contacts each owner to explain the plans and appraisals and negotiate the contract for the required right-of-way. If an agreement cannot be reached through negotiations, the property may be acquired by the laws of eminent domain.*

# PUBLIC INFORMATION MEETING

## WEST 1<sup>ST</sup> STREET / IOWA 57

### DESIGN AND RIGHT-OF-WAY



## BLACK HAWK COUNTY STP-57-2(28)--2C-07

Iowa Highway 57 / West 1st Street Reconstruction Project: Highland Drive to Center / Franklin Street


**WELCOME!** The purpose of this meeting is to present the preferred alignment and the right-of-way impacts for the proposed IA 57 / West 1st Street Reconstruction Project from Highland Drive to Center / Franklin Street in Cedar Falls, Iowa. This public information meeting offers mutual benefits by allowing the Iowa Department of Transportation (DOT) and City of Cedar Falls an opportunity to explain the proposed project and allows the public to express their opinion and ask questions regarding the project.

**PROJECT DESCRIPTION**

The Iowa DOT, in conjunction with the City of Cedar Falls and Iowa Northland Regional Council of Governments (INRCOG), is proposing to reconstruct IA 57 / West 1st Street from a 4-lane roadway section to 5-lanes with a two-way left turn lane between Highland Drive and Center / Franklin Streets. The project also proposes to install new sanitary sewer, new water main, new storm sewer, new sidewalks on both sides of the road, and replacing the traffic signals at the Hudson Road intersection. Franchise utilities will also be relocated in advance of the project, which includes relocating the overhead lines to underground.

**PUBLIC PARTICIPATION**

The Department of Transportation and City appreciate your attendance today. This public information meeting serves as your opportunity to speak publicly. We encourage you to share your ideas concerning this project with us. If you prefer, you may submit them electronically using the following website: <http://www.news.iowadot.gov/pim/2018/01/iowa-57west-1st-street-black-hawk-county-jan-25.html>, by the attached comment form (self-addressed and pre-paid for your convenience), or by emailing your comments to David Sturch, Planner III, at [David.Sturch@CedarFalls.com](mailto:David.Sturch@CedarFalls.com). All comments and information provided will be given consideration as the project development process continues. It is requested that all written or emailed comments be submitted by February 1, 2018.



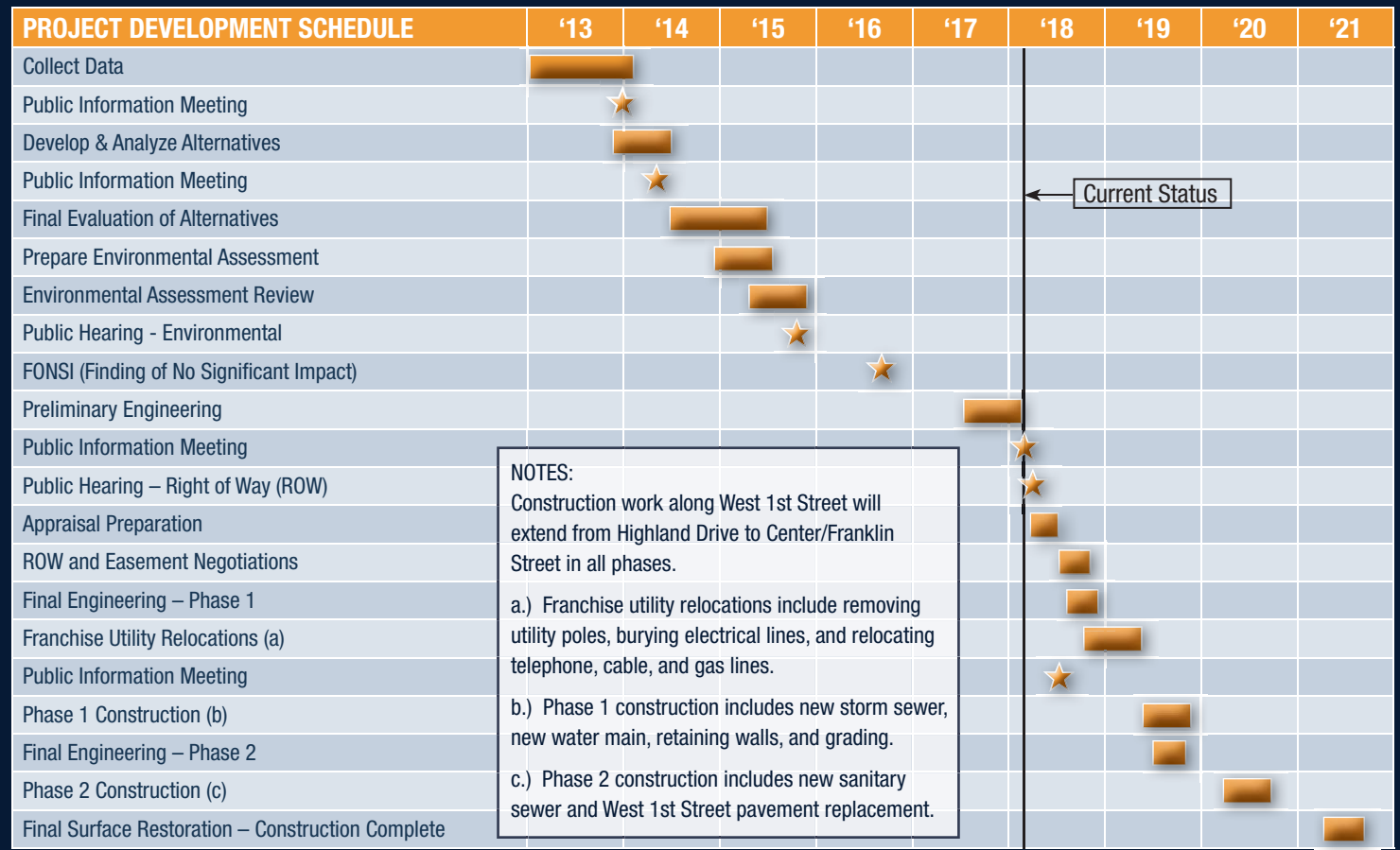
For more information on this project, please visit the city's website and select [Special Roadway Corridor Projects](#) under [Popular links](#) at the bottom of the homepage.

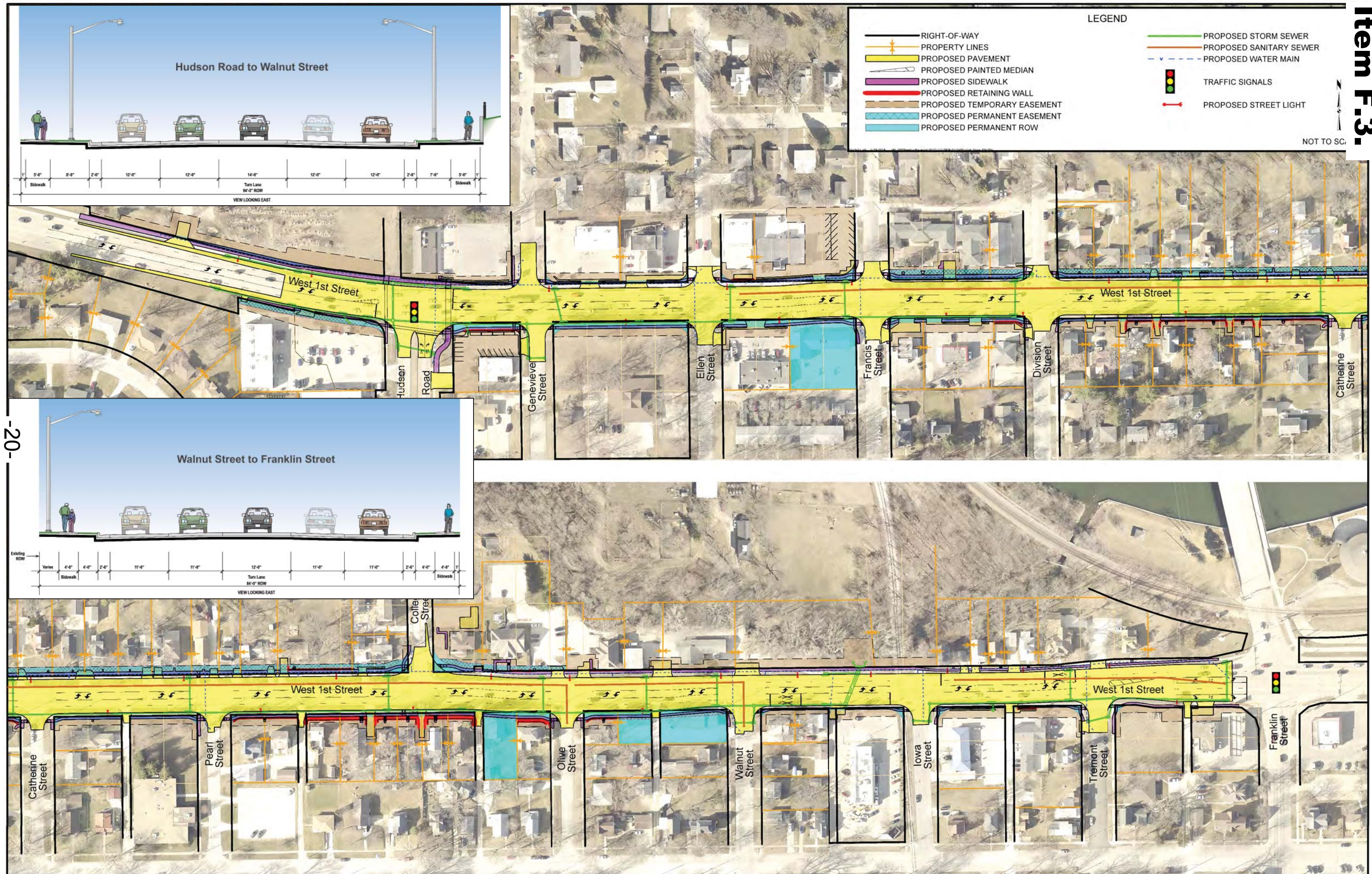
[www.cedarfalls.com](http://www.cedarfalls.com)





Item F.3.







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

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**ORDINANCE NO. 2917**

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON UNIVERSITY AVENUE FROM HUDSON ROAD EAST TO THE EAST CITY LIMITS IN SUBSECTION 26-207(7) AND STRIKING THE PARAGRAPH RELATED TO UNIVERSITY AVENUE IN SUBSECTION 26-207(9) OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 26, 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.* The Nineteenth unnumbered paragraph, titled University Avenue, of Subsection 7, Thirty-five miles per hour, of Section 26-207, Speed limits enumerated, of Division 5, Speed, of Article III, Operation, of Chapter 26, Traffic and Motor Vehicles, is hereby amended by repealing said Nineteenth unnumbered paragraph in its entirety and enacting in lieu thereof the following new Nineteenth unnumbered paragraph, as follows:

**Sec. 26-207. - Speed limits enumerated.**

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(7) *Thirty-five miles per hour.* Thirty-five miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

*University Avenue*, from Hudson Road east to the east city limits.

*Section 2.* The Twentieth unnumbered paragraph, titled University Avenue, of Subsection 9, Forty-five miles per hour, of Section 26-207, Speed limits enumerated, of Division

# Item G.1.

5, Speed, of Article III, Operation, of Chapter 26, Traffic and Motor Vehicles, is hereby repealed in its entirety.

INTRODUCED: \_\_\_\_\_ January 15, 2018 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ January 15, 2018 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Jacqueline Daniels, CMC, City Clerk

Paul Gray  
5313 Carey Drive  
Cedar Falls, IA 50613

Jay Robinson, Library Director  
Cedar Falls Public Library  
Cedar Falls, IA 50613

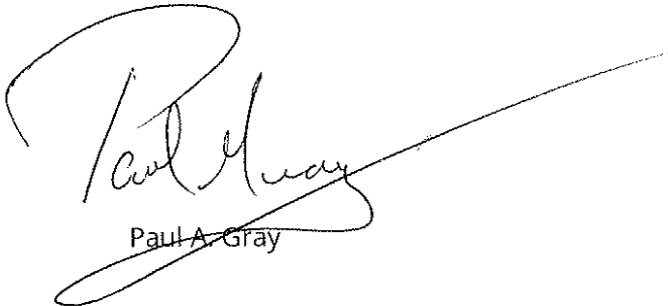
January 8, 2018

Dear Director Robinson,

Please accept this letter as notification that, due to personal reasons, I am resigning my position on the Cedar Falls Public Library Board of Directors effective immediately.

Thank you for the opportunities that you have provided me during my time on the board. I am extremely grateful to have had the opportunity.

Yours sincerely,



Paul A. Gray





**MAYOR JIM BROWN**

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

**MEMORANDUM**  
Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** January 24, 2018  
**SUBJECT:** Appointment

I am recommending the following appointment:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Kim Kranz	Board of Rental Housing Appeals (replaces Rob Green)	05/01/2018



CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Kim R. Kranz Gender: F Date: 1/19/18
Home Address: 615 Clay Street; CF Phone: (507) 993-1349
Work Address: 3909 Round Street; CF Phone: (319) 553-2449
Email Address: Kim.kranz@cfschools.org Cell: (507) 993-1349
Employer: Cedar Falls Schools Position/Occupation: teacher
If Cedar Falls resident, length of residency: 8 years Ward: 1
NOMINEE FOR: Rental Housing Appeals 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.)

St. Pat's church choir - 8 years; Sturgis Childrens Choir - 6 years;
CF Proud - 3 years; Orchard Hill Elementary leader in the Team - 7 years

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

my husband and I bought a multifamily historic home and renovated and restored it to our lovely single family home.

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

I believe we have a unique community in that we must balance the need for low income and college housing with the centuries old historic homes and neighborhoods. I would love to be a part of finding that balance!

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

No.

Please mail completed application to: City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613 or email to boards@cedarfalls.com.





**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

January 15, 2018

The Committee of the Whole met in the Council Chambers at 6:00 p.m. on January 15, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Planning and Zoning Commission members present were Chelle Adkins, Brian Arntson, Deb Giarusso, David Hartley, Mardy Holst, Brad Leeper, LeaAnn Saul and Brian Wingert. Staff members attended from all City Departments. Pat Kinney with the Waterloo Courier, Jessica Hartman with KWWL News and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Capital Improvement Program (CIP) – Joint Meeting with Planning & Zoning Commission. Jennifer Rodenbeck, Director of Finance and Business Operations stated the CIP is a planning document and does not authorize funding of the project. She stated there are 196 projects totaling over \$271 million with 40 funding sources. She said the document incorporates council goals and includes both infrastructure as well as quality of life projects. She also noted that the CIP was developed to maintain an even effect on tax rates. Ms. Rodenbeck then reviewed some of the projects and the timing of them. Mayor Brown opened it for comment from the Council and the Planning & Zoning Committee. A brief discussion was held. Ms. Rodenbeck stated since this is planning document adjustments may be made but moving up a project may affect another project. Stephanie Houk Sheetz, Director of Community Development stated timing of work on Greenhill Road & Main Street will be determined based on the rerouting of traffic from HWY 58 & Viking interchange. She also commented that task force on downtown parking has both short-term and mid-term goals that they have discussed.

Mayor Brown introduced the final item on the agenda bills and payroll. Frank Darrah moved to approve the bills as presented and Tom Blanford seconded the motion. The motion carried unanimously.

There being no further discussion Mayor Brown adjourned the meeting at 6:42 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



CIVIL SERVICE COMMISSION  
City of Cedar Falls  
CEDAR FALLS, IOWA

January 24, 2018

Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of promotional testing for the position of Traffic Operations Supervisor. Listed below are candidates with their combined weighted average scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

<u>Applicant Name</u>	<u>Combined Weighted Average Score</u>
1. Matthew Lukehart	810
2. William Sager	514

Respectfully Submitted,

\_\_\_\_\_  
John Clopton, Commissioner

  
\_\_\_\_\_  
Robert Frederick, Commissioner

  
\_\_\_\_\_  
Lisa Rolinger, Commissioner

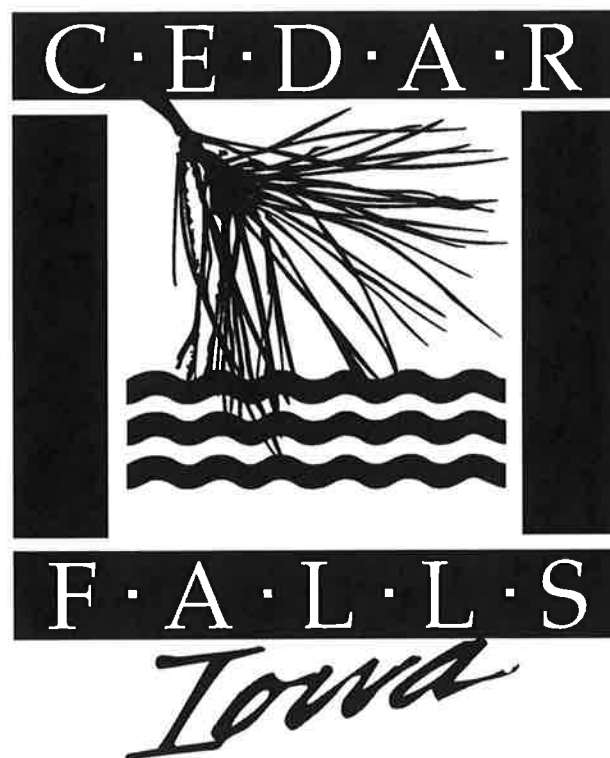
Original: Jacque Danielsen

Cc: Mark Ripplinger, Brian Heath, Civil Service Records



# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



December 2017

# Item H.1.e.

## DECEMBER 2017 MONTHLY REPORTS Table of Contents

### Finance & Business Operations

Financial Services Division.....	1
Information Systems Division.....	4
Legal Services Division.....	9
Public Records Division.....	12
Cedar Falls Library & Community Center.....	14

### Community Development

Engineering Division.....	15
Inspection Services Division.....	18
Planning & Community Services Division.....	20
Water Reclamation Division.....	24

### Municipal Operations & Programs

Public Works & Parks Division.....	26
Recreation & Community Programs.....	42
Visitors & Tourism and Cultural Programs.....	45

### Public Safety Services

Police Operations.....	55
Fire Operations.....	64

**Finance & Business Operations  
Financial Services  
December 2017**

**Financial Reports**

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

**Cash Management**

Property tax related revenues received to date in FY18 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY18 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$99,899,500 invested in CD's and \$8,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$2,000,000.00
CD/Investment Interest		\$50,017.65

**FY19 Capital Improvements Plan**

The Council held a worksession on December 19<sup>th</sup> to discuss project priorities. Staff developed the CIP based on the priorities set at this meeting and at goal setting. The CIP will be presented to the City Council and P&Z on January 15<sup>th</sup>. The public hearing will be set for January 15th.

**FY19 Budget**

During December, preliminary budget expenditures and revenues began to be compiled and balanced. In addition, work began in computing the projected expenditures and revenues for all funds incorporated in the three-year plan for FY20 and FY21 and the financial impact statement. The budget will be presented to the Mayor and City Council in January/February, with a public hearing planned for February/March.

**Federal Grant Programs**

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

# Item H.1.e.

## Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax report was filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For December, 41 payroll checks and 687 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 244 invoices were mailed out to customers.
7. 1,488 transactions for accounts payable were processed and approved by the City Council for payment and 493 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Set up Sturgis Falls accounts and statements in Quickbooks and will begin doing bookkeeping support.
10. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.

## Benefit & Compensation Activities

1. Staff entered and finalized 2018 cafeteria plan enrollment.
2. A mid-year FY18 health fund report and FY19 health plan projections were received from Gallagher Benefit Services.
3. Wellmark provided FY19 wellness plan renewal options. Health plan renewal numbers will be provided in January 2018 with final numbers presented in the spring of 2018.
4. Affordable Care Act health plan reporting preparations began.
5. Staff prepared for and followed up on December 6 Wellness Committee meeting items. Wellness challenge #4, StressLess, results were discussed, plans for the drawing for ten 1-hour massages were made, and preparations and communications for the January/February 2018 financial wellness challenge were completed.
6. The 2018 wellness benefit memo was updated with Recreation Center staff and distributed to eligible individuals as a December payroll stuffer.
7. New health plan booklets, annual health notices, and doctor on demand/virtual doctor new benefit information was distributed the end of December/early January.
8. Medical leaves and return-to-work releases continued to be coordinated with employees, their providers, the Risk Management Committee and Arrowhead Medical Center.



9. Staff continued to work with the consultants on the pay plan study. A council worksession to discuss the results of the pay plan study is tentatively scheduled for February.

**Civil Service Commission & Employment Related Activities**

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Fire Battalion Chief, Fire Captain, Maintenance Worker (Internal Streets), Planner I (housing emphasis), Planning & Community Services Manager, Public Safety Officer, Traffic Operations Supervisor; PT positions: Community Service Officer, Fitness Coordinator, Library Intern and Shelver, and seasonal positions within the Community Development and Municipal Operations & Programs Departments.
2. Follow-up and preparations took place for the November 29 and December 20 Commission meetings, respectively.
3. Conflict of interest memos and forms were distributed to full-time and permanent part-time employees and elected officials. Most forms were returned in December.

**Miscellaneous Personnel Activities**

1. Contribution information was finalized and forwarded to the City's United Way representative.

## **Item H.1.e.**

### **Finance and Business Operations Information Systems Division Monthly Report December 2017**

#### **Software Purchase/Installation/Upgrade Activities**

Software installations included:

- Installed Notepad ++ on checkout laptop and an Engineering workstation.
- Engineering Plotter was installed for new user in Engineering.
- Adobe software used for the Rec Center's heating and cooling system was updated on one PC.
- Housing Pro software was upgraded to version 9.0.5.
- Firehouse software was upgraded to version 7.20.20 on 41 PC's.

Software upgrades included:

- Superior HTE Year End 2017 was installed to the iSeries
- OptiView OCR Text Search Processor was updated on OCR Virtual Machine.
- OptiView upload was updated on OCR machine
- Payroll files were copied over in the Financial system to roll over the new payroll year end processes

#### **Equipment Purchase/Installation/Upgrade Activities**

Equipment purchases included:

- 2 new NetApp appliances and 2 new Disk shelves were installed into the production environment at City Hall as well as the DR Backup site at public works
- Purchased 5 new displays for inventory
- One new tablet was purchased and configured for the Mayor.
- Purchased a receipt printer to replace the failed PRT03 receipt printer in the equipment room.
- USB flash drives were purchased for Hearst Center
- USB flash drives were purchased for Public Safety Investigations for large amount of data being submitted into evidence
- A rack mount UPS for one of the server racks.
- A TraCS signature pad was purchased for the Public Safety crime lab.

Equipment installations included:

- MDC's were reconfigured in Public Safety Cars 13, 15, and 20 for Cellular Cards, DL Scanners, Printers, Cellular GPS in ShieldWare and MACH.
- Configured a windows 7 PC from storage and replaced XP machine in equipment room.
- A new editing workstation was deployed to the Cable TV supervisor.

- A Windows 7 PC was configured and deployed to the Transfer Station

### **Project and Assistance Activities**

- We continue to work with the LAMA vendor's technical staff to address configuration issues following go live of the LAMA Land Management system.
  - We continue to meet with the vendors to go over the remaining 5 issues and for educational purposes.
- Network Refresh Project
  - 2 new NetApp appliances
  - 2 new Disk shelves were installed into the production environment at City Hall
  - New Disk Shelves were installed for DR Backup site at public works
- Graphic design projects for the month included:
  - Hearst Center: new birthday brochure and printing, wormell exhibit (pc, vinyl, graphics), biocell sign beginning, Adams family logo beginning
  - Tourism: Travel IA ad, Little Village ad, round about brochure printing, 30 years graphic
  - Other: police sign, SVRT stickers, applicant nametags, winter Currents project, developed a plan to make website more accessible
- Assistance Activities:
  - The call for service import service was moved from an old Windows XP server to a Windows 7 machine, in order to phase out an obsolete operating system.
  - A second Hearst Center calendar was created in order to control staff time off.
  - Created a new ShieldWare report to show all "Deer" related accidents.
  - Several old documents were converted to MS word file format to be reviewed and printed for Tyler at Waste Water.
  - Assisted Hearst Center user with cleaning up user roaming profile.
  - Assisted at Hearst Center with setup of a laptop to their projector and audio through soundboard system for a movie event.
  - Recovered data from a failed USB flash drive at Hearst Center. Restored data to network share.
  - Worked with Upland (API OptiView) to flag and re-process records for OCR Text Recognition on images.
  - Windows XP Document Imaging OCR machine was replaced with Windows 7 Virtual Image OCR machine.
  - Windows XP Virtual Machine DMS Server was replaced with Windows 7 Virtual DMS Server.
  - A new Shieldware report was created for info involving rescue from vehicles.
  - Worked with the Public Works Cemetary staff and Upload (Optiview) support to scan obituaries the plan is to make available to the public via a cemetery map.
  - We continue to provide controlled access to the internet, adding approved sites as requested by Division managers.
  - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
  - We continue to provide support for the City's FTP server, adding folders

## **Item H.1.e.**

and managing security as necessary.

- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

### **Problem Resolution Activities**

- Restored FTP Server Software GoAnywhere FTP and database from a saved backup after something corrupted the system causing FTP to be down for everyone.
- Replaced a failed UPS that was beeping in the Public Safety CSO office.
- Two phone handset cords at Hearst Center were replaced with new.
- The Grand Eye network camera at Transfer Station / Bluff Stree was removed and bench tested and reinstalled to resolve connectivity issues.
- 5 hard drives were scanned and tested for Cable TV. 2 of the 5 drives were suspected bad and advised for replacement.
- TraCS software was not working after the NetAPP storage device was upgraded. The rootcause was found to be a path in the TraCS configuration manager pointed to the old ip address. New path was updated and TraCS was functional.
- 2 engineering techs were assisted with slow speeds in AutoCAD drawings. Hardware acceleration needed to be turned off, in AutoCAD for these to work properly.

### **Equipment Repair Activities**

- 2 phones at the main Fire Station were repaired.
- A rack mount UPS was replaced due to failure.
- A police department body camera was sent in for replacement, under warranty.
- The image transfer kit was replaced in the Public Safety Investigations copier.

### **Channel 15 Programming Activities**

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings
- One Committee of the Whole meetings
- One Planning & Zoning meetings
- One Cedar Falls School Board meeting

Facilitated Public Access programming for both CFU and Mediacom cable systems.

Regular production included:

- Recorded 3 CF Boys Basketball games and had playbacks on Channel 15
  - CF Boys Basketball v Waterloo West
  - CF Boys Basketball v Bolingbrook
  - CF Boys Basketball v DeLaSalle
- Recorded 2 CF Girls Basketball games and had playbacks on Channel 15
  - CF Girls Basketball v Iowa City High
  - CF Girls Basketball v Ankeny Centennial
- Recorded 1 CF Boys Swim meet and had playbacks on Channel 15
  - Cedar Falls Boys Swimming v. DBQ Senior
- Recorded 2 Live events for the Panther Sports Network, including replays
  - UNI Men's Basketball vs. Texas Arlington
  - UNI Men's Basketball v Southern Illinois
- Recorded 1 Currents show
  - Gallagher Bluedorn present Jersey Boys
- Recorded 1 Veterans of the Cedar Valley show
  - VA Office: Education and Home Loans
- Recorded 1 Hotline show
  - Holiday Cooking Show
- Produced one hour City News Year in Review show
- Produced special Holiday Hoopla show to recap the 2017 season
- Produced Mayor's Corner show featuring the "Oath of Office" of new council members and mayor
- Produced 3 City News shows
- Produced 1 Arts Overlook shows
- Aired 5 new Panther Sports Talk shows
- Aired 4 new Fight for Iowa show

### **City News**

Continued weekly news format program "Cedar Falls City News" including the following stories:

- Holiday Hoopla Kickoff Event
- Holiday Hoopla Downtown Window Contest Winners
- Black Hawk County Gaming Grants presented
- Ribbon Cutting for Historic Downtown District
- Grout Museum exhibit featuring the Korean War
- Holiday Hoopla Preview of coming events

## **Item H.1.e.**

- Breakfast at the North Pole
- #Elfie
- Santa's Workshop
- Jingle and Mingle on Main
- Santa Snow Shuffle
- Flood Levee construction begins
- House Burn training for fire and public safety

### **Geographical Information Systems (GIS)**

- Upgraded web application software
- Selected vendor for 2018 aerial project – Kuchera
- Worked with UNI to provide a cost share MOU for the 2018 aerial project
- Added several new fields and added tabular information to Engineering's new pavement management layer
- Assigned addresses for The Sands Addition & a new downtown multi-use development
- Collected as-built information for the Greenhill Rd extension
- Provided a historical map of the Mandalay Mansion for Public Works
- Updated buildings for downtown CMS map
- Provided a contour map for planning for an area near Hwy 57 and Union Rd
- Provided new map for Water Rec to track yearly tv records
- Provided data to an architect firm for the NE corner of Greenhill & Hudson
- Setup new scripts to check for missing and duplicate sewer id's in SQL
- Updated all web mapping applications to reflect aesthetic changes on cedar-falls.com
- Corrected an oversight on the web application for plat names with the & sign
- Tested software to convert cctv sewer videos to a web compatible format
- Updated rental information from Firehouse into SQL
- Updated building permits from LAMA into SQL

### **Training and Staff Activities**

- Dee, Lisa, Mandy and Karen were all given training on using the large format document scanner in Engineering for scanning and saving documents to be uploaded into LAMA.
- The graphic designer and the Manger of Information Systems attended an Accessibility workshop put on by the National Association of Government Web Professionals.

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
DECEMBER 2017**

**REPORT FROM SWISHER & COHRT – BETH HANSEN, ROBERT BEMBRIDGE:**

**1. Traffic Court:**

City Cases Filed: 94 (this number includes both City and State tickets)

Cases Set: 10

Trials Held: 5

- 2. Code Enforcement:** Attention to matter relating to deer carcass hanging for hunter to harvest the meat, research related to Code section, discussion related to how to proceed, and instructions to officer to inquire with DNR for any potential issues that may exist with DNR regulatory law. Follow-up with AG's office re: disposition of tobacco violations. Prepare for and attend trial on dog-at-large matter.

- 3. Miscellaneous:** Review of email from Chief Olson regarding Public Defender fees being assessed to the City. Phone call with Chief Olson regarding same.

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

**4. PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters; review and revise proposed discipline; review and advise on disciplinary investigations
- b) Attend weekly Human Resource Meetings
- c) Advise on drug screens
- d) Advise on Immigration issues
- e) Advise on light duty issues
- f) Attention to employee accommodation request
- g) Advise on FMLA issues

**5. RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
  - i. workers compensation
  - ii. personal injury

## Item H.1.e.

- iii. property damage
  - iv. unemployment
  - v. eminent domain
  - vi. permit granting issues
  - c) Review and approve outside counsel legal fees and expenses for payment
  - d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
6. **CONTRACTS/AGREEMENTS:**
- a) Draft White Goods Recycling Agreement
  - b) Greenhill Development Agreement—Lockard
  - c) Work on new Plaza Memorandum of Understanding; Escrow Agreement
  - d) Review and advise—Clapsaddle Agreement
  - e) Review and advise—Place to Play Consultant Agreement
  - f) Attention to and Advise—Public Safety Building Construction Agreement
  - g) Review and Advise—University Avenue, Phase 3—PCI
  - h) Review and Advise—Aerial Services Contract
  - i) Review and Advise—University Avenue, Phase 3—DOT Agreement
7. **MAYOR/CITY COUNCIL:**
- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
  - b) Advise on City Council procedural issues
  - c) Attend Goal Setting meetings
8. **ORDINANCES:**
- a) Work on Recodification
  - b) Additional work on Residential Rental Ordinance amendment
  - c) Advise on Rental Paving Ordinance issues
9. **MISCELLANEOUS:**
- a) Attend Weekly Department Meetings
  - b) Professional Reading-municipal and employment law resources
  - c) Advise on new Iowa appellate court cases of interest to the City
  - d) Advise on Conflict of Interest disclosure form
  - e) Continuing Legal Education
  - f) Attention to Deed of Dedication issues
  - g) Police Department Training—firearm laws
  - h) Advise on code enforcement, nuisance issues
  - i) Advise on CenturyLink disputes
  - j) Attention to issues with Chapter 14 rental inspections

### **REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**



10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**

- a) The Risk Management Committee met December 6, 2017. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims. Preparation of discovery items and witnesses for upcoming trial
- c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- d) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
- e) Review trails and parks rental agreements and insurance for special events
- f) Work with CHUBB Adjuster, O&M Joint Complex (building fire) property claim
- g) Work with FEMA Ins. Specialist and CHUBB Adjuster, 2016 flood claim
- h) Process unemployment claims; attend Fact-Finding
- i) Review of Employee Assistance Program Agreement
- j) Annual Police Labs completed
- k) Coordinate Annual Fire Physicals with Occupational Health
- l) Meet with Allen Hospital Occupational Health staff to review services
- m) Random Drug and Alcohol screens were held for drivers holding the Commercial Driver's License designation.
- n) De-Escalation/Sexual Harassment/Diversity Training held for City personnel

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters
- b) Work with departments and legal counsel on various personnel issues; interviews and grievance issues
- c) Process 411 claim

12. **Human Rights Commission (HRC):**

- a) No official complaints received. Three current active cases; working with ICRC toward completion of claims
- b) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners
- c) 2017 Annual Report presented to City Council

# Item H.1.e.

## FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS DECEMBER 2017

### Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular Council meetings, one Committee of the Whole meeting, one Technical Review meeting and one Planning & Zoning Commission meeting. Staff processed all Council meeting follow-up communications and legal documents. City Council adopted two ordinances and forty-six resolutions during the month, and staff drafted thirty-one of these resolutions.

Issued the following:

- 2 Business Licenses
- 79 Pet licenses
- 12 Annual "Paw Park" permits
- 4 Cemetery Interment Certificates

Issued the following Parking Permits:

- 70 Monthly Lot
- 12 Annual Lot
- 14 Annual Senior
- 3 Monthly Construction
- 1 Daily/Guest
- 0 Annual Dumpsters

Processed (9) liquor licenses.

Recorded (7) documents with the Black Hawk County Recorder and (1) document with the County Treasurer.

Responded to (6) requests for public records and (3) requests for information received thru the City's on-line Service Request feature.

Assisted citizens and election officials with voter registration and polling locations for the Municipal Runoff Election on December 5<sup>th</sup>.

Coordinated reception for outgoing Councilmembers Runchey and Taiber, and made preparations for incoming Councilmembers. Councilmember-elects Daryl Kruse and Rob Green were sworn in as elected officials for their terms beginning January 2, 2018.

Public Records staff is providing assistance to Section 8 Housing office due to current staff vacancy.

Coordinated the annual departmental holiday fundraiser, in which over \$435 was collected for the Northeast Iowa Food Bank.

The unemployment rates for the month of November 2017 were 2.9% for the Waterloo-Cedar Falls Metropolitan Area, 2.9% in Iowa and 3.9% in the U.S.

**Document Imaging**

- 2 – Employee performance evaluations.
- 40 – Miscellaneous boards, commissions & committees meeting materials.
- 7 – City Council meeting files. (05/01/17-07/17/17)
- 105 – City Council Resolutions #20,758 - #20,862.
- 11 – Planning geographic files.
- 26 – Planning archive land use permits (University Avenue-Westgate Avenue).
- Employee training records (Police training, ALICE training, De-escalation, Diversity and Sexual Harassment training.)
- Departmental Monthly Reports for November 2017.
- Miscellaneous employee documents.

**Parking Enforcement**

- 747 – Parking citations issued.
- \$ 1,265.00 – Citations paid.

**Parking Collections**

- \$ 1,545.00 – Collections from delinquent parking accounts.
- \$ 1,000.00 – Vehicle immobilizations (20 vehicles).

# Item H.1.e.

## FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER DECEMBER 2017

### Library Activity

Usage Statistics	October 2017	November 2017	November 2016
Customer Count	19,506	17,874	19,186
Circulation	36,235	34,622	36,646
Ebooks, emagazines, and streamed videos	6,045	5,738	3,603
Downloaded music	1,858	1,690	1,737
Reference Service	2,242	2,075	1,784
Items Added	626	886	940
Event Attendance	1,730	2,523	1,739
Computer & Wi-fi Usage	4,152	4,167	4,590

Library events in December included the following:

- Youth Puppet Stories was held December 1.
- Youth Gingerbread Jamboree was held December 3.
- The Friends evening book club discussion, *A Man Called Ove* by Fredrik Backman, was held December 5
- Local Authors Showcase was held December 6, featuring Jim Kenyon who discussed his new book, "A Cow for College."
- Writers of the Cedar Valley, which includes an hour of quiet writing time, an hour of one-on-one or small group feedback and critique, and an hour of group discussion or guest presentations on writing-related topics, was held December 10.
- Pre-school storytimes were held December 12 and 19.
- Staff held their annual in-service day (with Library closed) on December 15. Emphasis this year was on trainings relating to health and safety issues and customer service.
- Youth book clubs for 3<sup>rd</sup>-4<sup>th</sup> graders, 5<sup>th</sup>-6<sup>th</sup> graders, and junior high school students, were held December 18 and 19.
- The Friends morning book club discussion, *On Thin Icing* by Ellie Alexander, was held December 19.
- Teen Night was held December 29.

**Community Center:** In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, Entertainment at the Center, and the Community Main Street Santa Breakfast.

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - DECEMBER 2017**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Bridge	Construction Underway	\$850,000	Engineering Division PCI
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer	Sanitary Sewer	Final Out Remains	\$4,500,000	Engineering Division SM Hentges
2016 Public Sidewalk	Public Sidewalk Repair & Utility Patching	Final Out Remains	\$95,000	Engineering Division Mike Dolan
2017 Sidewalk Assessment	Sidewalk	Final Out Remains	\$40,000	Engineering Division Feldman
2016 Permeable Alley	Storm Water	Final Out Remains	\$215,000	Engineering Division Mike Dolan
2017 Permeable Alley	Storm Water	Punch List Remains	\$150,000	Engineering Division Vieth Construction
Dry Run Creek Watershed Improvements Phase I	Storm Water	Final Out Remains	\$560,000	Engineering Division PCI
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2017 Reconstruction	Street Repair	Final Out Remains	\$1,700,000	Engineering Division PCI
2017 Street Restoration	Street Repair	Final Out Remains	\$1,300,000	Engineering Division ASPRO
Cedar Falls Industrial Park Street Patch	Street Repair	Final Out Remains	\$325,000	Engineering Division Mike Dolan
Greenhill Road Extension	New Street Construction	Construction Underway	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Viking & Hwy 58 Interchange Final Design Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth PCI
University Avenue - Phase III	Reconstruction	Contracts	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design Pending	\$6,500,000	Engineering Division Snyder & Associates

# Item H.1.e.

## ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - DECEMBER 2017

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Construction Underway	-----	BNKD Inc. Shoff Engineering
Greenhill Village 8th Addition	New Subdivision	Preliminary Plat to Council	-----	Skogman Anderson-Bogert
Huntington	New Subdivision	Preliminary Plat to Council	-----	Adam Clark CGA
McMahill Plat	New Subdivision	Under Construction	-----	Cedar Falls Schools Hall and Hall
Meadows 2nd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Shoff Engineering
Meadows 3rd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Shoff Engineering
Pheasant Hollow 2nd Addition	Old Subdivision	Acceptance of Improvements Remain	-----	Witham/Cortright
Prairie Winds 3rd Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie West 7th Addition	New Subdivision	Final Acc	-----	Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Plans Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Third Addition	New Subdivision	Under Construction	-----	Skogman/CGA
Wild Horse 3rd Addition	New Subdivision	Acceptance of Improvements Remain	-----	Skogman/CGA

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - DECEMBER 2017**

<i><b>Project</b></i>	<i><b>Description</b></i>	<i><b>SWPPP Status</b></i>	<i><b>Detention Calcs Status</b></i>	<i><b>Developer/ Engineer</b></i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA
Ashley Furniture		Under Construction	Approved	Claassen Engineering
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	-----
College Square Apartments	925 Maplewood Drive	Under Review	Under Review	Confluence
Community Foundation	Greenhill Circle	Approved	Approved	
Community Motors	4617 University Avenue	Under Construction	Approved	Helland Engineering
Greenhill Fountains - Ph. II	Under Construction	Approved	Approved	Hall & Hall
Hanna Park Lot 5		Under Construction	Approved	Shoff Engineering
Jacobson Parking Areas	411 Clay Street		Approved	Peters Construction
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved	
Western Home Community Building		Under Construction	Approved	Claassen Engineering
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom

# Item H.1.e.

City of Cedar Falls  
 Development Services  
 Inspection Services Division  
 Monthly Report for:

Total for Month  
 Total for Fiscal Year  
 Total Same Month - LAST YEAR  
 Total for Fiscal Year - LAST YEAR

\$3,072,131.  
 \$55,785,530.  
 \$13,658,519.  
 \$55,349,857.

Dec-17

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	7	0	\$1,387,184.00	\$10,473.00	55	0	\$12,364,621.00	\$96,747.00
Multi-Family New Construction								
Res Additions and Alterations	56	0	\$878,277.00	\$11,290.00	1159	0	\$12,025,154.00	\$209,124.20
Res Garages	1	0	\$8,500.00	\$192.00	34	0	\$284,121.00	\$6,028.60
Commercial/Industrial New Construction	1	0	\$500,000.00	\$3,416.00	4	0	\$1,292,749.00	\$9,703.00
Commercial/Industrial Alterations	7	0	\$248,475.00	\$2,806.00	68	0	\$21,035,798.00	\$114,326.00
Commercial/Industrial Garages					2	0	\$183,200.00	\$1,920.00
Churches	2	0	\$49,695.00	\$762.00	5	0	\$191,045.00	\$2,414.00
Institutional, Schools, Public, and Utility	1	0	\$0.00	\$0.00	7	0	\$8,408,842.00	\$39,901.00
Agricultural/Vacant								
Plan Review	8	0	\$0.00	\$7,645.00	47	0	\$0.00	\$104,375.00
<b>Total</b>	<b>83</b>	<b>0</b>	<b>\$3,072,131.00</b>	<b>\$36,584.00</b>	<b>1381</b>	<b>0</b>	<b>\$55,785,530.00</b>	<b>\$584,538.80</b>



City of Cedar Falls  
 Development Services  
 Inspection Services Division  
 Monthly Report for:

Dec-17

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	48	0	\$0.00	\$4,481.80	380	0	\$0.00	\$38,536.80
Mechanical	57	0	\$0.00	\$5,160.00	440	0	\$0.00	\$44,895.00
Plumbing	53	0	\$0.00	\$4,291.00	372	0	\$0.00	\$32,983.00
Refrigeration					4	0	\$0.00	\$505.00
<b>Total</b>	<b>158</b>			<b>\$13,932.80</b>	<b>1196</b>			<b>\$116,919.80</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	2	0	\$0.00	\$300.00	13	0	\$0.00	\$1,650.00
Mechanical	1	0	\$0.00	\$0.00	2	0	\$0.00	\$150.00
Plumbing					3	0	\$0.00	\$150.00
Refrigeration								
<b>Total</b>	<b>3</b>			<b>\$300.00</b>	<b>18</b>			<b>\$1,950.00</b>

<b>Building Totals</b>	<b>83</b>	<b>0</b>	<b>\$3,072,131.00</b>	<b>\$36,584.00</b>	<b>1381</b>	<b>0</b>	<b>\$55,785,530.00</b>	<b>\$584,536.80</b>
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<b>Grand Total</b>	<b>244</b>	<b>0</b>	<b>\$3,072,131.00</b>	<b>\$50,816.80</b>	<b>2595</b>	<b>0</b>	<b>\$55,785,530.00</b>	<b>\$703,40</b>
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Item H.1.e.

# Item H.1.e.

## PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT December 2017

### MONTHLY MEETINGS:

**Planning & Zoning Commission** – Meeting was held on December 13, 2017 and the December 27, 2017 meeting was cancelled. The following items were considered:

Owner/Applicant	Project	Request	Action Taken
Kwik Star Convenience Store	Bluebell and Coneflower	MU District Site Plan Review	Tabled.
Fareway Grocery Store	Greenhill and S. Main	MU District Site Plan Review	Introduced.
Benjamin Stroh	401 Main Street	Central Business District Design Review	Approved.
Panther Builders Inc.	222 N. Francis Street	Francis Street Minor Plat	Approved.
HI YIELD, LLC	912-936 Viking Road	Viking Road First Addition Preliminary and Final Plat	Approved.
River Place Properties, LLC	100 E. 2 <sup>nd</sup> Street	Central Business District Design Review – MU2 Building	Introduced.

**Group Rental Committee** – Regular meeting was held on December 6, 2017.

Owners	Address	Request	Action Taken
Todd and Angie Gray	3116 Pocahontas Road	Occupancy of four (4) unrelated persons per unit.	Approval of four (4) unrelated with stipulations.
Randy Weverink, Bob Weverink, and Michele Weverink (R&R Rental Properties LLC)	2628 Iowa Street	Occupancy of four (4) unrelated persons at transfer	Recommend approval of three (3) unrelated with stipulations.

**Board of Rental Housing Appeals** – Regular meeting held on December 11, 2017.

Owners	Address	Request	Action Taken
Bob Weverink, and Michele Weverink (R&R Rental Properties LLC)	2628 Iowa Street	Occupancy of four (4) unrelated persons at transfer	Approval of three (3) unrelated with stipulations

**Board of Adjustment** – No monthly meeting in December.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Historic Preservation Commission	12/13/17	Monthly meeting. Discussed potential events to further celebrate successful nomination. Announced that the two CLG grants that were applied for through SHPO were awarded.
Community Main Street Design Committee	12/15/17	Reviewed proposed façade changes and went through the second half of the proposed changes to the CBD overlay code. A follow up meeting to finalize the code changes was scheduled for 1/4/18.
Metropolitan Transportation Policy Board	12/14/17	Monthly Transportation Technical Committee meeting. Discussed the transportation alternatives program funding, 2045 Long Range Transportation Plan update, Pedestrian Master Plan and other local projects.
MET Transit Board	12/7/17	Monthly Board meeting. Approved staff reports and Union insurance contracts.
Bike/Pedestrian Advisory Committee	12/5/17	Monthly committee meeting. Reviewed the draft annual report and the National Walking Summit.
Middle Cedar River Watershed Technical Committee	No Meeting	
Downtown Parking Committee	No Meeting	
Wellness Committee	12/6/17	Worked out final details the next challenge.
City/CFU/GCVAC Marketing Committee	No Meeting	
North Cedar Neighborhood Association	12/11/17	Staff gave an update on the Center Street Trail project with ROW status.
College Hill Partnership	12/11/17	Reviewed a site plan for 2128 College Street and discussed proposed changes to the College Hill Overlay.

## Item H.1.e.

### ECONOMIC DEVELOPMENT:

- Continue to prepare/distribute materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc. Scheduled follow up contacts with ongoing prospects were made in December.
- Continue to maintain and schedule regular contacts with 30+/- active prospects.
- Met with several prospects potentially interested in sites located within the Northern Cedar Falls Industrial Park and provided follow up materials.
- Continue project management meetings on the River Place MU2 building and related infrastructure improvements.
- Continue to work with development group looking at the former Broom Factory site for a new hotel project for Downtown.
- Approved a Grant Agreement with Mill Race Center for Entrepreneurship and Innovation to provide resources and programming to improve the local business environment and support available for entrepreneurship and innovation in the Cedar Valley while benefitting the City of Cedar Falls directly by improving the pace of innovation and new business creation.
- Approval of Amendment #4 to the Downtown Development Area Urban Renewal Plan to provide funding option for the Mill Race Center for Entrepreneurship and Innovation.
- Agreement for Private Development was approved for 2125 College Street for a recent redevelopment project.

### PLANNING SERVICES:

- 223 citizen inquiries and staff responses with information/assistance.
- 20 land use permits were issued.

Number of Rental Inquiries: 10

#### Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit, for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

### CODE ENFORCEMENT:

Number with Cases During Timeframe	17	
Incomplete Cases	8	47.0%
Completed Cases	9	53.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>
Front and Side Yard Parking	2
Created unapproved parking	1
Garbage container at street curb	1
Overflowing Garbage Container	1
Items at the Street Curb	1

Junk/unlicensed vehicle	2
Illegal Storage of Trash/Materials on Property	7
Property/Building Maintenance	0
Illegal Dumping	1
Loud Party	0
Signs in the ROW	0
Animal Control	0
Burning Leaves	1
<b>Total</b>	<b>17</b>

Landlord Accountability Ordinance:

- 8 properties issued warnings.
- 3 property issued citations/points.

**OTHER PROJECTS FOR DECEMBER INCLUDED:**

- All 13 properties that are part of the flood buyout program have been purchased by the City. Asbestos removal has been completed and demolition of the structures has commenced.
- Postcards were sent out to remind relevant landlords of their December 2018 paving deadline.
- W. 1<sup>st</sup> Street reconstruction project is in the final design phase. The engineering consultant is making preparations for the public open house and public hearing on the right of way activities for the project.
- The consultant for the Cedar River Recreational Project is developing design sketches and cost estimates for the in-river and riverbank improvements. The preliminary market analysis and economic impact study is finished and staff is reviewing these documents. Staff is working with the consultant to schedule a public open house in February followed by a City Council presentation in March.
- Staff continues to draft CBD overlay code changes and meet with Community Main Street.
- Both CLG grants that the Historic Preservation Commission applied for were awarded. A Memo requesting acceptance of the awards will be sent to Council on 1/15/18.

## Item H.1.e.

### COMMUNITY DEVELOPMENT DEPARTMENT WATER RECLAMATION/SEWER DIVISION MONTHLY REPORT - DECEMBER 2017

#### PLANT OPERATIONS

Overall plant performance was very good this month. All permit requirements were met.

We did have an equipment failure with the automated control of our influent pumps. We were able to run the pumps in manual mode until the problem was diagnosed and resolved. No bypass or treatment interruption occurred.

Maintenance on our First Stage Trickling Filters was performed the week of the 18<sup>th</sup>. This involves flooding and flushing the media to remove excessive growth. The mild temperatures allowed us to do this this late in the year.

#### PROJECTS

The contractor for the Dry Run Creek Sanitary Sewer Improvements Project, phase II, began work in December. The first phase of their work is to bore under University Avenue near Grove Street. They have prepared a boring pit near the skate park on Grove. The contractor has also begun receiving shipments that are stored in Rownds Park near the highway 58 off ramp.

#### BIOSOLIDS

We were able to haul 417,000 gallons of liquid biosolids to our farm land this month. Another 34,000 gallons were processed through our belt filter press equipment. This is considerably higher than December 2016.

The total volume of biosolids processed for 2017 was up compared to recent years with 3.9 million gallons being land applied.

There were 2.54 tons of gritty, inorganic materials hauled to the landfill during December. The total grit hauled for 2017 was 56 tons.

#### INDUSTRIAL PRETREATMENT PROGRAM

Annual unannounced inspections were conducted at two users this month. Universal Industries and Viking Pump were found to be in compliance with our pretreatment requirements.

SEWER CALLS AND SERVICE

We received 204 sewer locate requests from the Iowa One Call system, 102 of which were pertinent and required markings by our field staff.

There were three service calls for sewer problems received this month. There was one partially blocked main found. For the year, we had 34 sewer calls with two being the result of an issue with the main. Staff responded to one call for a lift station problem, bringing that total to a low of just 29 for the year.

Crews cleaned 10,600 feet (2.0 miles) of sanitary sewer lines. The total cleaned for 2017 was 217,000 feet (41.1 miles). This meets our goal of forty miles or more of cleaning accomplished per year.

A total of 1,260 feet (0.25 miles) of sewer lines were inspected with our televising equipment. This brings the annual total to 106,800 feet (20.2 miles), well above our goal of televising ten miles per year.

## Item H.1.e.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
PARK/CEMETERY/GOLF SECTION  
MONTHLY REPORT FOR DECEMBER 2017**

### PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti along the trail system.
- Cleaned and swept trail system.
- Finished roofing shelter at TJ's Park.
- Moved equipment from Skate Park in preparations for Dry Run Creek project.
- Recycled old Visitors brochures to recycling center.
- Repaired roof at 606 Union Rd. Park shop.
- Hauled materials and mad repairs to diamond 2 in Birdsall Park.
- Installed new trash can in 100 blk. of Main St.
- Relocated trail section in Island Park.
- Installed silt fence at Clay St. Park.
- Prepared snow equipment.
- Performed snow removal.
- Attended De-Escalation training.

### ARBORIST

- Ash tree removals. (25 total)
- Other tree removals. (13 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Watering trees.
- Prepared snow equipment.
- Picked up pile of brush from Community Gardens and Frisbee Coarse.
- Routine cleaning and maintenance of Arborist equipment.
- Snow removals operations.

### CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Snow removal in all three cemeteries.
- Started routine maintenance of our smaller engine equipment.
- Utilized aerial unit to accomplish the lifting some low hanging branches in the cemeteries.
- Staff shuffled around equipment for winter storage, and made other winter preparations.
- Staff did some finish dirt work on the new road installed in Fairview Cemetery.



- Staff was still able to mulch leaves in numerous City Parks, cemeteries and properties.
- Part-time staff completed de-escalation training at City Hall.

## GOLF

- Replaced two irrigation shut-off valves, one at Pheasant Ridge and one at Walters Ridge.
- Sprayed Orchard Hill Park and put sprayer away for winter.
- Pulled Pheasant Ridge irrigation will pump and motor to be re-installed after repairs are made.
- Golf equipment repair and maintenance is continuing.
- Helped Recreation at the pool with mole and vole repellent application.

**Item H.1.e.**

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
CEMETERY SECTION  
MONTHLY REPORT**

FOR THE MONTH OF:                      December                      Year 2017

<b>Interments:</b>		
	Greenwood	<u>5</u>
	Fairview	<u>1</u>
	Hillside	
<b>Disinterment:</b>		
<b>Spaces Sold:</b>		
	Greenwood	<u>20</u>
	Fairview	<u>3</u>
	Hillside	
<b>Services:</b>		
	Cremations	<u>1</u>
	Saturday	<u>-</u>
	Less than 8 hrs. notice	<u>-</u>
	After 3:00p.m.	<u>-</u>

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<b>Receipts:</b>		
<b>Prepetual Care</b>	Greenwood	\$ 3,230.00
	Fairview	<u>\$ 465.00</u>
	Hillside	
		<u>\$ 3,695.00</u>
	<b>Burial Permits</b>	<u>\$ 4,375.00</u>
	<b>Lot Sales</b>	<u>\$ 14,780.00</u>
	<b>Marker permits</b>	<u>\$ 195.00</u>
	<b>Deed Transfers</b>	
<b>Total Receipts:</b>		<u><u>\$23,045</u></u>

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR DECEMBER 2017**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 575.31 tons of solid waste during the month of December. The 132 loads required 342.00 man-hours to complete, equating to 1.68 tons per man-hour. The automated units used 1,278.87 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 0.48 tons of solid waste during the month of December. The 5 loads required 25.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 27.51 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected twenty (20) loads of refuse for the month. The containers totaled 25.75 tons and required 84.00 man-hours to complete. This operation yielded 0.31 tons per man-hour. The semi-automated collection totaled 16.30 tons and required 61.00 man-hours to complete. This operation yielded 0.27 tons per man-hour.

The total number of December container dumps was 538. Fifty percent (50.37%) or 271 of these dumps, were for non-revenue bearing accounts. The container route truck used 222.20 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 61 large item stops during the month and collected 3.85 tons. This required 33.00 man-hours to complete and equates to 0.12 tons per man-hour. Twenty-three (23) Appliances, Two (2) Tires, and Nine (9) Televisions were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 17.86 tons of yard waste curbside this month. The 11 loads required 56.50 man-hours to complete, equating to 0.40 tons per man-hour.

There are currently 7,632 yard waste accounts throughout the city.

598 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 105.42 gallons of low sulfur diesel fuel during the month.

# Item H.1.e.

## TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 63 loads of solid waste to the Black Hawk County Landfill totaling 876.61 tons.

The Transfer Station accepted 254.92 tons of commercial and residential solid waste this month.

202 appliances, 79 tires, 95 television sets, and 32 computer monitors were received at the Transfer Station for the month.

The Transfer Station's trucks used a total of 552.70 gallons of low sulfur diesel fuel during the month.

## TRANSFER STATION YARD WASTE

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 4.85 tons of commercial and residential yard waste this month.

Nine (9) Tree Tags were purchased this month.

Refuse crews hauled 24.42 tons of yard waste to the Compost Facility this month.

## RECYCLING CENTER (Drop off site located at 1524 State Street)

The recycling center received the following approximate quantities during the month of December:

Tin: (Baled):	9.20 tons
Plastic (non-baled):	0.00 tons
Plastic (Baled):	15.56 tons
Cardboard (non-baled):	0.00 tons
Cardboard (Baled):	50.42 tons
Newspaper/Magazines (non-baled):	0.00 tons
Newspaper/Magazines (Baled):	50.85 tons
Phone Books:	0.00 tons
Books/Flyers:	0.00 tons
Office Paper:	5.28 tons
Plastic Bags:	0.89 tons
Styrofoam:	1.13 tons

Other items recycled for the month were:

Appliances:	14.95 tons
E-waste:	9.25 tons
Glass:	10.45 tons
Scrap Metal:	22.76 tons
Clean Shingles	22.31 tons
Tires:	3.24 tons

Revenue generated by the Recycling Center for December was \$5,998.95.

**UNI RECYCLING SUBSTATION**

The UNI Recycling Substation received the following quantities of recyclables for the month of December.

Plastic #1-7:	3.17 tons
Cardboard:	11.07 tons
Newspaper:	6.51 tons
Tin:	0.76 tons
Glass:	0.00 tons
Plastic Bags:	0.19 tons
Office Paper:	1.40 tons
Styrofoam:	0.27 tons
<b>Total</b>	<b>23.37 tons</b>

**FAREWAY RECYCLING SUBSTATION**

The Fareway Recycling Substation received the following quantities of recyclables for the month of December.

Plastic #1-7:	7.90 tons
Cardboard:	18.60 tons
Newspaper:	11.39 tons
Tin:	0.97 tons
Glass:	3.00 tons
<b>Total</b>	<b>41.86 tons</b>

**GREENHILL VILLAGE RECYCLING SUBSTATION**

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of December.

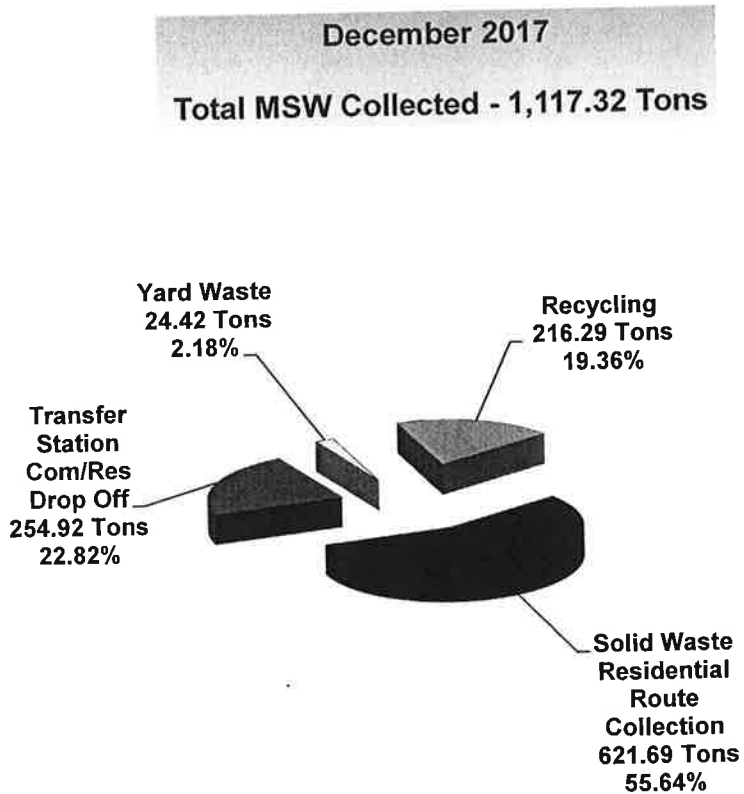
Plastic #1-7:	2.90 tons
Cardboard:	18.05 tons
Newspaper:	6.79 tons
Office Paper:	0.63 tons
Plastic Bags:	0.00 tons
Tin:	0.43 tons
Glass:	1.80 tons
Styrofoam:	0.35 tons
<b>Total</b>	<b>30.95 tons</b>

# Item H.1.e.

## MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,117.32 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of December 2017 for the City of Cedar Falls.



## MISCELLANEOUS TASKS

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS / PARKS DIVISION  
STREET SECTION  
MONTHLY REPORT FOR DECEMBER**

**COMPOST FACILITY / LEAF VACUUM**

- Randomly monitored residential usage at the compost facility.
- Stockpiled woody materials & yard waste daily and also removed unacceptable and undesirable materials that were dropped off at the site.
- Disposed of wood mulch at a local farm.
- Vacuumed leaves from residential properties at numerous locations. This is a call-in request service.

**STREET CLEANING OPERATIONS**

- When weather conditions were favorable street sweeping continued during the month.

**STREET / ALLEY MAINTENANCE**

- Repaired potholes with asphalt coldmix.
- Maintained alleys as needed.

**OUTSIDE SECTION ASSISTANCE**

- Assisted with transporting roofing shingles.
- Provided assistance in the fleet maintenance facility.

**ICE & SNOW CONTROL**

- Continued assorted equipment related winter weather preparation and maintenance activities.
- Manufactured salt brine.
- The first measurable snowfall occurred at the end of the month. Forecast for the approaching adverse weather was monitored and preparation was made as needed. Needs for equipment & manpower were established and then appropriate action was initiated.

**SEWER MAINTENANCE**

- Repaired a sanitary sewer manhole.
- Repaired a storm sewer intake.

**MISCELLANEOUS TASKS**

- Continued dismantling the derelict lift station at 1500 Bluff Street.
- Placed traffic barrels so Public Safety could close streets while conducting a controlled burn training event on Roosevelt Street.
- Monitored the demolition of flood buy-out properties.

## **Item H.1.e.**

- Completed repairs and maintenance to two trailers that are utilized to store Hesco Barriers and sandbags that may be needed during future river flooding events.



**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
TRAFFIC OPERATIONS SECTION  
MONTHLY REPORT FOR DECEMBER 2017**

- Seventy eight traffic control signs were repaired.
- Made eight labels for vehicle maintenance.
- Two hundred and four, One Call tickets were received. Traffic Operations responded to nine tickets. MOP Department office staff completed the status on all tickets on the One Call database.
- Completed three minor traffic signal repairs.
- The timing consultants spent a day evaluating the signal coordination timing plans on Hudson Road. Overall the improvements are as expected; they will send a written report on their findings.
- Assisted the contractor with the new traffic signal at University & Rownd St.
- Assembled traffic signal heads for installation by contractor.
- Upgraded the electrical service equipment at University Ave & Hudson Rd.
- Installed underground cable for radar detection system at 12<sup>th</sup> & Main St.
- Worked on GIS sign inventory.
- Picked up one bike and took it to PD storage.
- Traffic personnel assisted building maintenance with several minor tasks.
- Delivered building supplies and completed recycling task at City buildings.

## Item H.1.e.

### DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS FLEET MAINTENANCE SECTION MONTHLY REPORT FOR DECEMBER

The Fleet Maintenance Section processed 153 work orders during the month of December. 13 of them were either sent out or done by staff from other sections.

1,037 transactions were recorded through the City's fuel dispensing sites. The usage was as follows:

5,511.835 Gallons of Ethanol

8,213.893 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of December was 13,580.427 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

#### **Street Section**

240: Replaced air tanks, air lines, battery tray and batteries.

294: Replaced fuel injectors and fuel lines.

244: Repaired sub frame on box.

236: Replaced IPR valve for fuel injectors.

278: Repaired wiper motor harness and rewired plow lights.

288: Replaced ECU to correct engine problems.

266: Replaced leaf springs

264: Replaced both plow angle cylinders.

#### **Refuse Section**

340: Installed new treadle valve.

346: Replaced kingpins, tie rod ends, seat support and gripper arm cylinder.

342: New air compressor.

341: Replaced arm slide bearings.

#### **Parks/Cemetery Section**

2360: Replaced hydraulic lines in rear boom.

2101: Installed new laptop mount.

2162: Installed transmission neutral cylinder.

2186: Replaced DEF dozer nozzle.

#### **Traffic/Building Maintenance Section**

802: Replaced lower intake gasket, thermostat, plugs and wires.

**Fire Division**

FD503: Replaced EGR and VGT actuators.

FD521: Took to Witham's for Co2 recall.

**Police Division**

PO1: Completed change over on car FD523 to PO1.

PD20: Replaced fuel pump and driver.

PD17: Replaced rear brakes.

PD15: Replaced rear brakes.

PD14: Replaced spark plugs.

PD19: Replaced water pump.

# Item H.1.e.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS / PARKS DIVISION  
PUBLIC BUILDINGS  
MONTHLY REPORT FOR DECEMBER 2017**

## CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Drain in PD kitchen cleaned by contractor. Clog found 24' down line.
- Installed new lock on north storage room of PD.
- Replaced batteries in four faucets on south side restrooms.
- Installed hanging strip in Community Development Directors office.
- Installed new hose and sprayer in PD sink to replace leaking hose.
- Installed window blinds on CSO window.
- Installed electrical power strip to computer in briefing room to eliminate trip/fall hazard.
- Troubleshoot heat pump in north entry and replaced bad thermostat.
- Replaced faucet strainers in several faucets.
- Installed security panels to inside the seating area of council seating areas.
- Repaired valve on stool and urinal in engineering restroom.
- Added additional floor mats in PD to reduce salt in building.
- Hung pictures in office of the Fire Chief.

## COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Adjusted thermostat settings and schedules for holidays.
- Inspection and service of the kitchen ansul and fire extinguishers was completed.

## FIRE DEPARTMENT

- Cleaned thermocouplers on two apparatus bay heater and relit pilots.

- Troubleshoot hot water heater at station #3. Cleaned out mixing valve and drained to clean out any lime.

#### HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs.
- Delivered supplies.
- Replaced bad bulbs in parking lot lights.
- Removed old floor care equipment from building.

#### LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Met with flooring rep and staff to discuss flooring replacement.
- Heat pump valve in reference office was replaced by contractor.
- Repaired faucet on children's sink.
- Painted wall where repairs were completed.
- Contractor repainted handrails under warranty.
- Janitorial contractor cleaned carpeting throughout building.
- Delivered janitorial supplies.

#### PARKS

- Floor drain was cleaned in the Pro Shop.
- Replaced furnace filters in the Pro Shop.
- Replaced lighting contractor for bollards along recreation trail.

#### PUBLIC WORKS/PARKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Completed sidewalk inspections.
- Tested emergency generator.
- Replaced dirty HVAC filters.

## Item H.1.e.

- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Troubleshoot furnace in vehicle storage and ordered new control board.
- Troubleshoot heat in bluff storage building, replaced bad thermostats.
- Replaced ignition module, fan motor and gas valve on furnace in recycling center.
- Repaired leaky urinal.
- Caulked and insulated around outlet in cemetery office.
- Replaced card reader on main entrance door.
- Replaced electronic lock on vehicle storage door.
- Repaired valve on urinal.
- Installed veterans sign on 1500 Bluff building.

### RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Troubleshoot lock in stairwell and replaced.
- Replaced light in parking lot.
- Troubleshoot drinking fountain operation in main gym.
- Picked up old cleaning equipment and took to storage.  
Troubleshoot corridor RTU #4 operation. Determined that the heat exchanger is bad and contractor ordered parts for repairs.
- Troubleshoot tornado scrubber and ordered new board that was damaged due to moisture.
- Repaired floor scrubber valve.
- Delivered janitorial supplies.
- Replaced sink drain in men's locker room.
- Troubleshoot steam room scent dispenser operation and adjusted flow rates.
- Repaired and reinstalled two circulating pumps for radiant heat and heat exchangers.
- Replaced thermometer and sauna.
- Installed drain line for condensate drain.
- Troubleshoot multiple heating control issues and adjusted settings as needed.
- Took multiple temperature readings throughout building and recalibrated sensor setting to match.
- Added floor mats to bench and locker areas to reduce salt in building.

TRAFFIC OPERATIONS

- Assisted with signage repair.
- Assisted pulling wire underground at 12<sup>th</sup> and Main.
- Assembled pole for Main St.
- Cleaned traffic bay.
- 

VISITORS CENTER


- Completed cleaning inspection of facility.
- Completed pest control services (daily).
- Completed recycling services.
- Replaced bad light bulbs.
- Retrofit flag pole light fixture to LED replacement.
- Delivered janitorial supplies.
- Modified, painted and installed large bulletin board on volunteer desk.

# Item H.1.e.

## RECREATION & COMMUNITY PROGRAMS DIVISION Monthly Report December 2017

- Rec Center
  - From December 23<sup>rd</sup> to January 2<sup>nd</sup> the Rec Center offered a program call "Friends and Family". During these dates, Rec members could bring in non-member guest to the facility and they would only pay \$2.00 for adults and \$1.00 for youth. We had 363 adults and 228 youth take advantage of this special.
  - Fitness class have gone well with no issues with over 2370 patron participating
  - Hiring new staff to work the front desk replacing those who will be leaving
  - Pickle Ball continues to be very popular - playing time from 3 hours each day on Monday, Wednesday, Friday and 2 hours on Tuesday and Thursday as well. We often have eight or more players waiting their turn watching 3 games of doubles.
  - Staff spent time interviewing applicants for the Fitness Coordinators position. This is a year round 29 hour per week position. A job offer was made to Megan Wilmot. She will be starting with the City Jan 12.
- Youth Programs
  - Programs ending in December include basketball for Kindergarten, 1<sup>st</sup> and 2<sup>nd</sup> grade girls, 3<sup>rd</sup> and 4<sup>th</sup> grade boys, Indoor Park,
- Adult Programs
  - Programs which ended this past month included Racquetball League,
  - Programs still being held include Volleyball Leagues, Basketball Leagues, drop-in Pickle Ball games, over 60 adult exercise class are offered each week, 8 different Lap Swim times offered each week. Many of these programs took a break over the holiday season and resumed in early January.
- Staff has been busy working on the programs and services to be offered during the Spring of the year and during the summer months
- Staff has put together a new part time application form, which will be used from here out. The City is now requiring all new employees even part time staff to have a drug screen done. Since many of those we hire are under the age of 18 a signature with parents' consent is now required.
- Applications for summer positions are now being accepted.

Respectfully submitted,



Bruce Verink  
Recreation Division Manager



**Recreation and Community Programs Usage For December 2017**

Members using the Facility	12,942	Zumba	87
Non-Members using the Facility	1,570	Pickleball	242
Friends & Family Special	591	Racquetball/Wallyball Hrs	97
Child Care	116	Racquetball League	64
Aerobics	1,234	Meeting/Tours/Rentals	775
Circuit Weight Training	68	Birthday Party Bonanza	40
Exercise Trial	57	Santa Calling	8
Cardio Cycling	371	Indoor Park	424
Personal Trainers	164	Youth Basketball	192
Sports Yoga	519	Steam Room Usage	531
Rock On	91	Massages	0
		<b>TOTAL</b>	<b>20,183</b>

**Recreation and Community Center Revenues**

<b>Resident Memberships Sold</b>		<b>Punch Cards</b>	
12 <sup>th</sup> Grade & Under	13	12 <sup>th</sup> Grade & Under	9
Adult	67	Adult	16
Senior Citizen	15	Senior Citizen	1
Family Pass	141	Child Care	4
Corporate Family	4	Racquetball	0
Corporate Individual	1	Towel	12
Towel Usage	598		
<b>Credit Card Usage</b>	<b>\$45,376.00</b>	<b>Leisure Link Registration</b>	<b>\$2,252.00</b>
<b>Daily Fees</b>			
Admission	\$7,051.00	Racquetball	\$18.00
Child Care	\$22.50	Exercise Tryout	\$285.00
Towels	\$49.00		
<b>Swimming Pool Passes (Winter)</b>		<b>Fitness Passes Sold</b>	
Family	45	1-Month	13
Individual	47	4-Month	51
Youth/Senior	5		
<b>Youth Programs</b>			
3 <sup>rd</sup> & 4 <sup>th</sup> Boys Basketball	126	Swim Club	1,294
1 <sup>st</sup> & 2 <sup>nd</sup> Girls Basketball	64	Pool Parties	82
Kindergarten Basketball	128		
<b>Adult Programs</b>			
Volleyball Leagues	840		
Pickleball	242		
Basketball League	288		
<b>Recreational &amp; Lap Swim</b>	<b>466</b>		
<b>Rentals</b>			
Pool Parties	3	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	11

**Item H.1.e.**

**CEDAR FALLS RECREATION & COMMUNITY PROGRAMS**  
**December-17**

<b>ADULT EXERCISE</b>	
<b>Circuit Weight Training</b> T-Th 4:30 pm	<b>13</b>
<b>Cycling</b> M-W-F 8:00 am	<b>8</b>
<b>Rock On Monthly!</b> M-F 5:30 am	<b>11</b>
<b>TOTAL ADULT EXERCISE</b>	<b>32</b>

**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**December 2017**



**CEDAR FALLS**

**Projects:**

- Finished proofing of the visitor guide. 60,000 were printed and 92 businesses/organizations advertised
- Helped incoming intern, Samantha Steffensmeier apply for a Koob Foundation grant
- Hosted a quarterly Cedar Valley Attractions meeting with around 40 attending
- Developed a planning time line for the Cedar Valley Pedal Fest committee
- Despite two weeks of intensive negotiations the USA Pre Season National Wrestling Tournament declined to renew a contract with UNI to hold the 2018 tournament in Cedar Falls and will be moving to Des Moines.
- Worked with Craig Wood and Carol Lilly to arranged for brown signs directing visitors the our newly nominated downtown historic district
- Sharing Iowa Economic Development Authority workforce development leads with the Greater Cedar Valley Chamber and Alliance
- The Cedar Falls Tourism and Visitors Bureau board approved a grant of \$500 to help promote the 2018 RodCon event in March
- Working with the Waterloo Convention and Visitors Bureau staff to improve our shared on-line calendar of events
- Submitted a pitch to the Iowa Tourism Office to host a travel writer FAM tour featuring Historic Route 20
- Working on monthly activities to celebrate the Tourism Bureau's 30<sup>th</sup> anniversary throughout 2018
- Received notification we were awarded a grant of \$1,956 to advertise in AAA Living Wisconsin.
- Exploring working with Kaloni to provide a bike sharing pilot program in the downtown and College Hill districts
- Received a nice two-page feature story about Cedar Falls in the new Have Fun Biking national publication. We hosted the editor for a FAM tour a couple of years ago to set this up. He has partnered with AAA to distribute this publication and will be putting an Iowa version together as well.
- We had \$805.51 in gift shop sales during the month

**Highlights from Becky Wagner:**

- Sent mailing with itinerary ideas and 2018 calendars to 1,300 tour planners
- Hosted an overnight group for two nights as they attended Jingle & Mingle on Main, Lampost Theatre, Petersen & Tietz Greenhouse, Barn Happy, Victorian Home & Carriage House Museum and Oster Regent Theatre
- Working with four additional tour operators for spring visits
- Sent quarterly newsletter to Envoy volunteers
- Scheduled volunteers to staff the visitor center on weekends

**Highlights from Linda Maughan:**

- Received notification we were awarded a grant of \$1,956 to advertise in AAA Living Wisconsin.
- Managed Little Village co-op ads for Cedar Falls and Waterloo Visitors Bureaus and three other advertisers.
- Wrote newsletter/blog articles about New Year's Eve Countdown to 2018, Frosty Winter Events & Activities, 30 Free Things to Do in Cedar Falls and Dome Shows in 2018
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau. Also managed social media for Trails.
- Updated web pages
- Continued to add to and manage our photo library

## Item H.1.e.

- Managed visitor guide mailings in fulfillment for advertisements. 385 were mailed in December.

### **Highlights from Deb Lewis:**

- Gathered attraction attendance figures
- Managed gift shop
- Learned to manage social media and web site for trails
- Researched and added December nightlife to Cedar Valley and Cedar Falls web site calendars
- Tabulated statistics for monthly report

### **Highlights from Vicki Bailey:**

- Researched and published Hospitality Highlights x5
- Managed the on-line calendar of events
- Posted event information to our electronic digital message board
- Submitted events to AAA Living online calendar, Travel Iowa and Chicago Tribune
- Researched other on-line calendars as we work to improve ours

### **Meetings/Events:**

- Bob Fredrick
- Cedar Basin Jazz Festival
- Hearst Center staff x5
- Cedar Valley Sports Commission executive committee
- River Place Grand Opening
- Glennis Worthington
- Cedar Falls Authors Festival planning committee
- Cedar Valley Alliance & Chamber Affiliate Management Team
- FY19 Economic Development Grant applications committee
- Community Main Street board
- Cedar Valley Sports Commission board
- Cedar Falls Marketing committee
- Meet and Greet event for Heather Skeens
- Waterloo Rotary
- Reception for Nick Taiber and John Runchey
- Iowa DOT Tourist Oriented Signage Committee
- MOP staff x1
- Waterloo Convention and Visitors Bureau board

### **Other events we assisted with:**

- Holiday Hoopla Activities
- Hawkeye Nationals Youth Wrestling Tournament
- NASP Iowa State Archery Championships
- Jerry Slyhaus Basketball Tournament
- Battle of Waterloo

Respectfully Submitted,

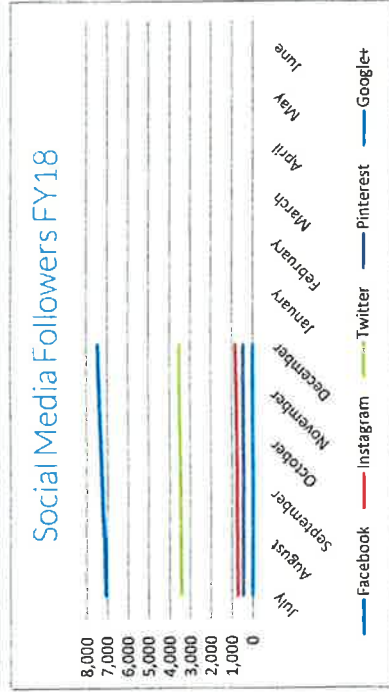
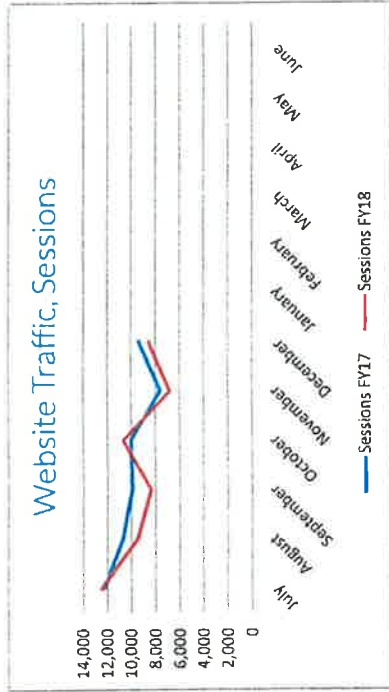
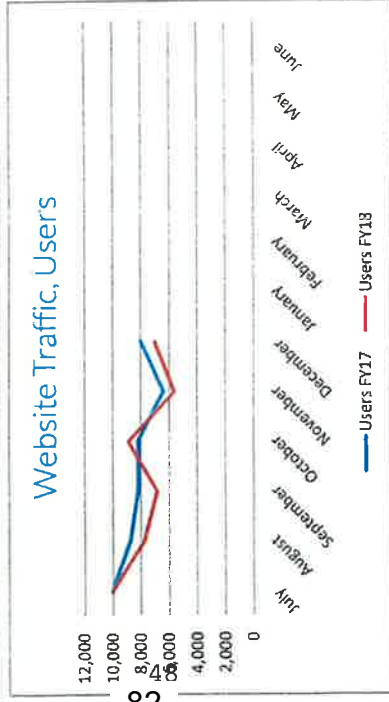
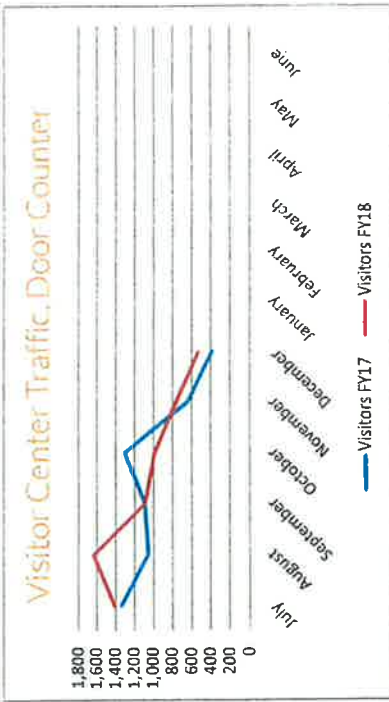


Kim Manning, Visitors, Tourism and Cultural Programs Manager



# Item H.1.e.

	27	4	8	6	69	0	114
Envoy Hours - Special Event/Rapp Station							
<b>MISC.</b>							
Groups in Conference Room	2	9	10	6	7	7	41
Motor Coach Group in CF	1	0	0	0	1	1	3
<b>INCOME</b>							
Gift Shop Sales	\$713.50	\$974.51	\$425.93	\$349.40	\$529.70	\$805.51	\$3,798.55
Facility Rental	\$140.00	\$1,230.00	\$705.00	\$1,170.00	\$415.00	\$705.00	\$4,365.00
Host Motor Coach @ VC or Stop Guide	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00



## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | December 2017



### MAJOR HIGHLIGHTS

- Received \$2,000.00 gift from Scheels for excellence in outreach on their Day of Giving
- Awarded \$5,000.00 grant from Iowa Arts Council as one of 5 state-wide arts organizations to participate in ArtsLab 2018, a strategic planning workshop organized by Arts Midwest
- Selected by planning committee as venue for Cedar Valley Local Food and Film Festival in March, 2018
- Exceeded our year-end fundraising goal

### PUBLIC EVENTS/PROGRAMS @ The Hearst

- Meet & Greet / Christopher Wormell exhibition opening reception
- Bel Canto of the Cedar Valley Christmas Concert
- Film series screened six holiday-themed films over the course of the month

### MEETINGS

- Hearst Center staff meetings x3
- Friends of the Hearst board meeting
- Art & Culture Board and Public Art Committee **did not** meet in December

### HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Drafted revised donor acknowledgement and membership letters
- Drafted, signed and annotated year-end campaign thank you letters
- Met and exceeded our year-end campaign fundraising goal
- One-on-one meetings with all Hearst Center staff
- Met with Lisa Roeding to review budget, financials, processes, et cetera
- Met with Mark R. and Kim M. for further training/goal setting/onboarding
- Submitted grant application for CFNEIA's Teen Trust grant
- Collaborated with Angie Hickok on development of new outreach initiative, Hearst CAFE (Creative Arts for Everyone)
- Assigned Angie Hickok as liaison to Cedar Falls Art and Culture Board
- Welcomed new Art and Culture Board member, Mary-Sue Bartlett
- Worked with Abby Haigh to develop new e-news marketing
- Met with Cedar Valley Food and Film Festival organizing team (will be hosted by Hearst)
- Applied for and received \$5,000.00 grant from Iowa Arts Council for participation in ArtsLab, a strategic planning workshop organized by Arts Midwest
- Researched options for project management/workflow plans
- Completed registration process for employee matching program via John Deere
- Interview with Melody Parker from WCF Courier, story to run January 7 2018
- Met with Carol Lilly, Director of Cedar Falls Community Main Street

## Item H.1.e.

- Conducted 3 month review of Sheri Huber-Otting, Programs Coordinator
- Met with Mary Huber, previous Hearst Center Director
- Worked with Emily Drennan to continue developing exhibition plan for 2018
- Collaborated with Emily to brainstorm methods for creating unique visitor experiences
- Met with Wendy Bowman, Friends Chair, to coordinate January 11 Friends event
- Collaborated with staff/Friends to create membership incentive program for January 11 event
- Applied for corporate sponsorship from UICCU for "Developing Expressions" exhibition
- Met with College Hill Partnership to discuss collaboration on summer film series
- Continued to work on goal setting with staff

### HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Curated mailing lists for multiple mail projects
- Recorded donation and membership dues paid in response to mailings and appeal
- Generated & mailed thank you letters for appeal and memberships
- Worked with Diane Meggers of Friends to develop better communication between their organization and the Hearst regarding financial matters
- Entered classes into Max Galaxy and reserved class space
- Helped patrons find and sign up for classes
- Attended training on de-escalation and harassment
- Worked with Heather Skeens to develop project management system
- Worked with North Star to better facilitate joint projects between our organizations
- Worked with front Desk Staff to provide better staff communications within the Hearst
- Generated reports on a weekly and monthly basis on the status of the Annual Campaign and membership drive
- Organized the creation of a central staff scheduling calendar for regular Hearst Staff
- Entered council bills, p-card transactions and payroll
- Updated Past Perfect with memberships purchased over the summer with Max Galaxy
- Generated and mailed out membership renewal letters for November-January
- Printed labels for and helped address multiple post cards
- Processed weekly deposits for the Hearst front desk and Friends group checks
- Processed petty cash receipts, vendor payments, and reimbursement requests
- Developed a new system for tracking and reporting volunteer hours

### HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Connect with members of the UNI Metal Casting Additive Manufacturing & Design Center to explore areas of partnership and collaboration.
- Work with Eric Corning of Western Home Communities to learn about ways Jorgensen Plaza operations and the Hearst Center programming can connect.
- Correspond with Black Hawk Soil & Water and donor family on biocell.
- Work with Dr. Stephen Gaies to plan for events to honor the 75<sup>th</sup> anniversary of the Warsaw Ghetto Uprising. A concert is set for April and an exhibit with related events is slated for October.



- Prepare Dorothea Lange photographs for return shipment to New York.
- Prepare Patch and paint gallery walls and reorganize light fixtures for exhibits.
- Install a collection of linocut prints by illustrator Christopher Wormell in the Dresser-Robinson Gallery; coordinate related graphic design materials.
- Help to plan Meet & Greet /exhibit opening with staff; attend event.
- Develop and install the exhibit "FRIENDS: Your Gift to the Collection" in the Dahl-Thomas Gallery; develop and coordinate related graphic design materials.
- Work with assistant Merle Poland to design and build gallery supports for exhibits.
- Work with Programs Coordinator Sheri Huber-Otting to streamline AV processes in Mae Latta Hall.
- Meet with Cedar Falls Community Foundation secretary Judith Harrington.
- Correspond with UNI professor Roy Behrens to develop an exhibit of WWI dazzle camouflage.
- Work with public artists to gather information for a new brochure.
- Assist the Cultural Programs Supervisor with various items.
- Met with the new pest control contractor to discuss new methods and existing issues at Hearst.
- Work with Chicago-based artist Julia Anderson-Miller to develop an exhibition of illustrations.
- Work with Matt Buck, Public Bldgs Supervisor to solve Hearst facility issues including bottle-filler, sodium lights, janitorial issues, and building humidifiers and thermostats.
- Work with Merle and Heather to plan a membership incentive program for January.

### HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Managed volunteers, reception catering and cleanup for exhibition opening and staff meet-and-greet event
- Managed volunteers and event set up, reception and cleanup for Bel Canto concert
- Worked with Abby and Angie Lindley to promote December film series
- Received donation of snacks for film series
- Continued to develop programming for artist groups, incl. a photography club
- Met with the College Hill Partnership to discuss collaborations/events for Seerley Park
- Worked with Steph and Tom on planning for their upcoming concert series
- Worked with Abby on Press releases and posters
- Set up catering for Friends reception January 11
- Set up catering for Women in Art opening reception Feb 14
- Working with Jim O'Loughlin to speak about new Hearst Digital Archive
- Planned Lunchtime Concerts from January to April
- Worked with Abby on press releases and poster for lunchtime concerts
- Wrote up two contracts for 3 upcoming events in 2018
- Met with Heather Skeens and Jodie Huegerich (UN II about Food and Film Festival
- Contacted Charles Adelman about an Art History speakers series
- Continued working on a Thursday night in July Patio music series
- Met with Heather and Emily about catering and music for upcoming openings

## Item H.1.e.

- Set up a meeting for January with Stephen Gaies about his event in April Researched various subjects for future planning: Senior activities, Pedal Fest, Films for March
- Created Calendar of Events in March for Women's History Month
- Created spreadsheet for visitor tracking stats to base events on popular times
- Developed a Volunteer plan for tracking hours and recognition
- Sourced 5 volunteers for the Dec 10 and Dec 14 events
- Wrote thank you cards for all volunteers in December
- Assisted Heather in gathering volunteer needs for Becky/UNI volunteer fair
- Developed goals for my review with Heather
- Made a dreams and priorities list for Heather
- Helped with January 11 event mailing
- Attended the weekly staff meetings
- Organized and cleaned up the AV room
- Participated in High School Art opening with Angie at the Black's building in Waterloo, represented the Hearst with a booth and information
- Attended De-Escalation training

### HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared Gift Shop vendor dailys
- Met with Meredith Toy from the Courier, 12/4
- Met with Mark Simpson from 93.5 The Mix, 12/4
- Met with Jacqueline Heller from KWWL, 12/5
- Exhibits (*A Number of Animals/FRIENDS: Your Gift to the Collection*) – errands to Signs & Designs for vinyl, Van Dorens to pick up art, sent label content to graphic designer, lighting in Dahl-Thomas gallery
- Meeting with Heather Skeens on marketing strategies and future website ideas
- Press release sent for *A Number of Animals* exhibit
- Created Hearst Center MailChimp account and started January E-News Campaign
- Sent graphic designer content for upcoming events, Jan/Feb Film Series, Lunchtime Concert and Jazz with Steph & Tom
- Continued to enter additional POS/Gift Shop into Max Galaxy
- Working with Lands End on Hearst Staff apparel
- Errands to Target and Walmart for kitchen and building supplies
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office
- Printing at City Hall: materials for events, publicity, and education
- Gift Shop: researched new vendors (pottery, journals, books). Ordered new product: James Hearst Poetry Book, Gary Kelley books, Clear Creek Orchard Jam, Peace Coffee). Continued to research for new vendors and Hearst branding products
- Continued to work with Joanie Kafer Kerns on displays for the Hearst Gift Shop
- Continued to research Hearst Gift Shop display cases, fixtures, and jewelry case
- Social media research/preparation continued

- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art
- Friends of the Hearst Website: Index and Press page updated on a weekly basis. Pages updated monthly: events, education, exhibits, and membership.

**HIGHLIGHTS from Angie Hickok, Education Coordinator:**

- Created budget for Hearst CAFE outreach workshops for use in grant seeking
- Collaborated with staff from North East Iowa Area Agency on Aging to offer a workshop aimed at active seniors in our community. 20 patrons attended
- Discussed future painting and ceramic workshops with the NEI3A
- Oversaw planning and execution of the Family Holiday Ornament workshop
- Attended reception by Scheels, a community partner, to accept a \$2000.00 donation on behalf of the Hearst Center
- Collaborated with Single Speed Brewing to promote the stein-ware workshop
- Designed promotional materials specifically for stein-ware workshop
- Attended the Cedar Valley Juried Art Show to promote Hearst events & classes
- Offered arts activities & promoted the Hearst at a holiday event held by Operation Threshold
- Offered arts activities at Scheels holiday event
- Communicated to parents/guardians to pick-up materials created at workshops/birthdays
- Discussed future meetings with the ARTapalooza board in planning 2018 event.
- Organized & stocked classroom supplies for upcoming classes & workshops
- Coordinated a Girl Scout workshop with troop leader
- Shared Art Day Away workshops with homeschool community contacts, CF schools
- Developed a monthly schedule to facilitate activities for the North Star Services group
- Communicated with staff to schedule for upcoming workshops
- Planned an all instructor staff meeting, including a power point presentation & self-evaluations for staff
- Attended regular staff meetings

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor

# Item H.1.e.

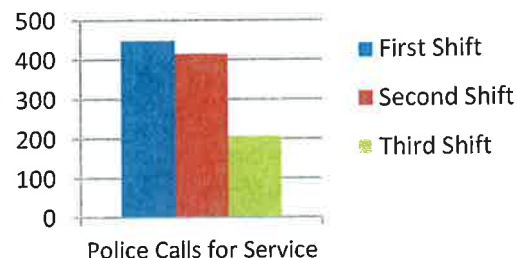
## Hearst Center for the Arts Activity Report - Cultural Division

	November	December	January	February
<b>ATTENDANCE</b>				
# of Days Open to Public	22	24		
Door Counter	1356	1069		
Sculpture Garden (estimated)	200	150		
Average visits per day	70.73	50.79		
<b>VISIT PURPOSE</b>				
Exhibition (walk-in)	372	102		
Exhibition Receptions	0	53		
Meetings	73	18		
Youth Classes	15	0		
Adult Classes	92	0		
Messy Mornings	22	12		
Camps	0	0		
Birthday Parties	0	43		
Workshops	41	45		
Tours	0	0		
Rentals	25	84		
Ceramics Lab	16	9		
Public Programs	161	64		
Thursday Painters	67	89		
Volunteers / # of hours	n/a	7 / 17		
Other	672	700		
<b>SERVICES OFFERED</b>				
Youth Classes	4	0		
Adult Classes	7	0		
Rentals (inc. recitals, etc.)	2	2		
Community Group Mtgs	4	2		
Messy Mornings	4	3		
Camps	0	1		
Birthday Parties	0	1		
Workshops	3	6		
Tours	0	0		
Public Programs	4	8		
Thursday Painters	4	4		
Exhibition Receptions	0	1		
<b>DIGITAL TRAFFIC</b>				
E-News Subscriptions	1140	1153		
Facebook Views	10421	9210		
Facebook Followers	1459	1469		
Facebook Event Listings	8	11		
<b>OFFSITE SERVICES</b>				
Offsite Education Encounters	30	377		
Offsite Education Programs	1	3		
Community Committee Mtgs	2	1		
<b>MEMBERSHIPS</b>				
Total Friends Memberships	166	169		
New/Renewed this month	48	33		
<b>PRESS</b>				
Newspaper	2	2		
Radio interviews, ads	41	2		
Press Releases	2	2		
Ads, other	2	1		

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
DECEMBER 2017**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	449	416	203
Traffic Stops	48	51	111
Arrests	15	32	25



**FIRST SHIFT – Captain Mark Howard**

- Officer took a report of Burglary from a vehicle on Lilac Lane.
- Officers responded to a Rollover Accident at University Avenue / College Street. There were minor injuries and the roadway was opened back up with minimal delay.
- Officer took a report of a counterfeit \$100 bill at the Cedar Falls Recreation Center.
- Officer responded to a Burglary from a garage at a residence on Walnut Street.
- Officer took a report of a counterfeit \$100 bill at \$5 Pizza.
- Officers responded to a report of a male subject slumped over the steering wheel of a vehicle behind a residence. Subsequent investigation led to his arrest for Possession of Marijuana 3rd Offense and numerous Warrants from another agency.
- Officer took a report of a stolen debit card that is now being used fraudulently.
- Officer took a report of Theft of construction materials from a driveway on Valley High Drive.
- Officers responded to a Vehicle vs. Pedestrian Accident at West 23rd Street / Merner Avenue. Very minor injury and no transport to the Hospital.
- Officers responded to Wal-Mart for a shoplifter. One adult female was arrested for Theft 5th.
- Officers responded to a report of Suspicious Activity in the area of Cedar Falls High School. A male subject was observed getting into multiple vehicles. Subject ran upon seeing Officers and was arrested after a short foot pursuit. An adult male was charged with Burglary 3rd and Interference with Official Acts.
- Officer took a report of a Burglary from vehicle at a residence on Westgate Street.
- Officers responded to a passenger vehicle fire at a residence on Center Street. The fire was suppressed with a Compressed Air Foam (CAF) System until the Cedar Falls Fire Department arrived.
- Officer took a report of Criminal Mischief to a vehicle at a residence on Merner Avenue.
- Officer responded to a Larceny that just occurred at Scheels and the suspect was gone on arrival (GOA). A report was initiated.
- Officers took a report of a Theft from a vehicle in the 2300 block of Melrose Drive.
- Officers assisted the School Resource Officer with arresting a male in the 1800 block of West 8th Street for Violation of a Court Order and several Warrants.
- Officers responded a Welfare Check of a male acting strange in the parking lot of Wal-Mart. The male was under the influence of drugs. He was taken to Sartori Hospital for a medical evaluation, and then arrested for various Drug Offenses.
- Officers responded to a Fight in progress in the 900 block West 1st Street. No assault occurred, and all parties were separated.
- Officers responded to a male who was having a drug induced mental breakdown. He was transported to the Hospital for evaluation & treatment.
- Officers called to a residence on Tremont Street for a Disorderly. A male subject was forced to leave the residence and advised not to return.
- Officers called to a Domestic Assault at a residence on Tremont Street. No report was initiated.
- Officers were called in early to assist Third Shift and Investigations for Homicide investigations. Shift was tied-up with this most of the day. Second Shift was also brought in early.
- Officers called to a residence on Tremont Street to assist a female who was locked out of the residence. Upon Officers' investigation, a Search Warrant was requested and served at this address for drugs.

## Item H.1.e.

- Officers located Marijuana and Meth. A female was arrested and her child was removed from her custody and placed by Department of Human Services (DHS) for the drug use within the home.
- Officer took Harassment report from a residence on Boulder Drive.
  - Officers called to 3900 block of Heritage Road for a male going door-to-door asking for money. Officers did not locate this subject.
  - Officers called to Von Maur for a subject stealing. One female was arrested for Theft.
  - Officer called to a residence on Parrish Street for a deceased person.
  - Officer took report of a Violation of a Court Order.
  - Officer took report from a residence on Cedar Heights Drive of a mail package stolen from their front porch.
  - Officers took a report of Disorderly Conduct from Taylor Vet Hospital.
  - Officers took a report of Burglary to a garage on Iowa Street.
  - Officers called to accident at Andrea Drive and Viking Road.
  - Officers took a report of Theft of a bicycle from Knoke Place.
  - Officers called to an accident at Nordic Drive and West Ridgeway Avenue.
  - Officers called to an accident in Viking Plaza.
  - Officers called to a residence on Lincoln Street for an Assault in progress.
  - Officers called to a residence on Lincoln Street for an on-going problem that started on the 19th involving an assault. Male subject was arrested.
  - Officer took report of a Violation of a No-Contact Order. One subject was arrested.
  - Officers took report of stolen Christmas decorations.
  - Officers took a report of Theft from a vehicle.
  - Officers called to Nordic Ridge for Theft from a vehicle.
  - Officers called to Menards for an accident in the parking lot.
  - Officers called to West Viking Road and Westminster Drive for an Accident with Injuries.
  - Officers called to Chadwick for theft from a vehicle
  - Officers called to fight in progress at a residence on Waterloo Road. Subjects left before Officers arrived.
  - Officers called to a running vehicle behind Pump Haus that has been there all night with two occupants sleeping.
  - Officers took a report of Harassment from a residence on Maplewood Drive.
  - Officer took a report from Orchard Hill Church of Theft.
  - Officers called to an Accident at 3rd Street and Washington Street.
  - Officers called to an Accident with Injuries at Highway 58 and Viking Road.
  - Officers called to a residence on Ellen Street for a subject on Meth wanting to kill themself.
  - Officers called to Hy-Vee for a male shoplifter.
  - Officers called to Maplewood Drive for Theft of a vehicle tire.
  - Officers called to Bicentennial Drive for a deceased individual.
  - Officers called to Spruce Hills for Theft of resident's flags.
  - Officers called to an Accident on Brandilynn Boulevard.
  - Officers took a Harassment report from Peppers Grill.
  - Officers called to Buffalo Wild Wings for a Harassment report.
  - Officers called to Casey's on University Avenue for a suicidal subject. Subject was located at the Waterloo Casey's.
  - Officers called to Hillcrest Apartments for a Burglary.
  - Officers called to Kohl's for a subject stealing. One subject fled in a vehicle. Officer requested Warrants
  - Officers were called to Fairview Street for an Accident with Injuries.
  - Officers were called to an Accident at Highway 58 overpass at Highway 57. Vehicle had left the roadway and one subject had minor injuries.
  - Officers responded to a Motor Vehicle Accident in the 4500 block of Algonquin Drive.
  - Officers responded to a Motor Vehicle Accident at Genevieve Street / Linda Drive.
  - Officers responded to a residential Burglary on Valley Park Drive. Numerous items were stolen from the residence.
  - Officer conducted a Welfare Check in the 3100 block of Boulder Drive. The resident was ok.
  - Officers responded to 11 Motor Vehicle Accidents around the City due to snow & inclement weather in one day.

- Officer took a report of a Gas Drive-Off from the Music Station.
- Officers took a report of residential Burglary in the 400 block of Ellen Street.
- Officer took a report of missing 77 year-old male from the 3000 block of Alameda Street. The male got lost / disoriented while driving. He was found safe in Allison and returned home.
- Officers responded to a Disorderly at the Days Inn. Both parties were separated for the day.
- Officers responded to six Motor Vehicle Accidents around the City due to snow & inclement weather in one day.
- Officer arrested a shoplifter at Kohl's.
- Officers responded to a sledding accident where a 16 year-old male hit a tree. He had significant head trauma and was transported to the Hospital.
- Officers took several Gas Drive-Off reports from the Music Station.
- Officers responded to dead body at the Extended Stay Inn. The male passed away due to natural causes.
- Officer took a report of runaway juvenile from the 3700 block of West 12th Street. Officers checked residences and found the juvenile. He was transported home and the parents were assisted in contacting services to help the juvenile with behavioral problems.
- Officers assisted with the voluntary committal of a subject having a Schizophrenic episode.
- Officers responded to seven Motor Vehicle Accidents due to icy road conditions in one day.
- Officers responded to a Disorderly male yelling at a neighbor whose car was blocking a sidewalk.
- Officers took a report of a male previously Trespassing at the Music Station.
- Officers responded to a Disorderly call in the 800 block of West 6th Street.

**SECOND SHIFT – Captain Jeff Harrenstein**

- Officers were dispatched to a Shoplifting at Von Maur and placed a juvenile female in custody for Theft – 5th.
- Officers were dispatched to Wal-Mart for a Shoplifter. An adult female was taken into custody for Theft – 5th Degree.
- A juvenile female was arrested at Kohl's for Theft – 5th Degree.
- A subject reported being Assaulted the previous night. Investigation determined that the suspect had beat and stomped on the victim even after he was unconscious. The suspect was later arrested for Willful Injury, a Class "C" Felony Assault.
- Two adult females and one juvenile female were arrested at Von Maur for Shoplifting. All were charged with Theft – 4th Degree.
- Officers were dispatched to Wal-Mart on a report of a Shoplifting in progress. The suspect was uncooperative with Wal-Mart staff. As Officers arrived the suspect ran resulting in a foot pursuit. The suspect was apprehended and charged with Theft – 3rd Degree and Interference with Officials Acts.
- Officers were dispatched to an Accident with Injuries in the 3200 block of West 12th Street. The driver hit a utility pole and was transported to the Hospital.
- Officers responded to the report of a Theft at Wal-Mart. Three subjects were stealing from the store and took off on foot. Officers were given descriptions of the subjects and all were located in the area. Two were charged with Theft 3rd and one with Theft 5th. One of the subjects also had Arrest Warrants out of Linn County.
- Officers were dispatched to the report of Shoplifters at Wal-Mart. Officers learned the two juvenile females were removing tags from items and filling their backpacks. Both were runaways out of Waterloo, and both were charged with Theft. One female was charged with Theft 5th and the other with Theft 3rd.
- Officers were dispatched to the report of a Theft from Wal-Mart. The subject was charged with Theft 5th Degree.
- Officers arrested a male subject for a Parole Violation out of Arkansas.
- Officers investigated an Assault that resulted in facial injuries to one subject that included a tooth being knocked out. It was determined that two contractors working at a Cedar Falls residence got into an argument and one subject struck the other with a hand tool. One subject was arrested for Serious Assault.
- Officers assisted the Tri-County Drug Task Force with a Warrant arrest in the area of the Parkade. The subject was arrested without incident and taken to the Black Hawk County Jail.

## Item H.1.e.

- Officers charged one subject with Driving While Barred after stopping the subject for a traffic violation. Officers also responded to a No-Contact Order Violation at a residence on West Ridgeway Avenue and arrested a subject for a Black Hawk County Warrant for Domestic Abuse.
- Officers responded to a residence on West 8th Street on the report of an Assault. One subject was arrested for Simple Assault and several Drug Charges.
- Officers responded to an assault at a residence on Clay Street. Investigation led to one subject being charged with Domestic Abuse Causing Serious Injury and Domestic Abuse Assault – Impeding Airway.
- Officers responded to the 900 block of Barnett Drive on the report of a subject holding a gun to his head and threatening to kill himself. Officers found the subject a short distance away, but were unable to locate the weapon. The subject was committed for mental health issues and charges are pending on the subject.
- Officers responded to Target on the report of an adult Shoplifter. It was determined that the subject had been involved in at least one prior incident at Target. The subject was charged with two counts of Theft 3rd Degree.
- Officers received a report of a Burglary (car) in progress in the area of a residence on Iowa Street. Officers detained a subject who was leaving the area and identified him as the suspect. It was determined that the suspect had entered a vehicle near his residence and taken items. He was charged with Burglary 3rd Degree.
- Officers received a report of an Assault in progress at Tony's. Officers determined that an employee who was just terminated assaulted a manager and as a result, the victim had to be taken to Sartori Hospital for stitches to his head. The suspect was quickly identified and located. He was subsequently charged with Assault Causing Bodily Injury.
- Officers were dispatched to Von Maur on the report of an uncooperative Shoplifter. The suspect left the scene in a vehicle prior to Officer's arrival, however employees obtained the suspects license plate. Officers were able to quickly identify the suspect and Arrest Warrants for Theft have since been obtained.
- Officers were dispatched to Pfeiffer Park due to Suspicious Activity near the restrooms. Officers determined that a large group of juveniles were smoking Marijuana in the restrooms. Several juveniles were detained and ultimately released to parents. Officers have not charged anyone as of this date.
- Officers were dispatched to Wal-Mart on the report of a Shoplifter being detained. Officers arrested one subject for Theft 5th and Possession of Marijuana.
- Officers responded to the area of Park Drive and Rainbow Drive for a Motor Vehicle Accident. It was determined that one of the drivers was intoxicated. Subsequent investigation led to one of the drivers being charged with Operating While Intoxicated (OWI), Possession of Marijuana and Possession of Drug Paraphernalia.
- Officers responded to a Robbery at the Dollar Tree on Brandilynn Boulevard. Employees reported that a white or Hispanic male entered the business and approached employees asking for a job application. The suspect then displayed a knife and demanded they open the register. An employee complied and the suspect left the business with an undisclosed amount of cash.
- Officers responded to Kohl's for a Theft in progress. Officers and loss prevention employees stopped a female subject as she was attempting to leave the store. The female had concealed nearly \$7,000 in merchandise from the store. She was charged with Theft 2nd, Removal of Theft Detection Device and Possession of Theft Detection Device Removal Tools.
- Officers following up on a Harassment case were able to arrest a male subject for bothering his ex-girlfriend. In the past the male had been warned by Officers not to have any contact with this ex-girlfriend. However, he sent cards, money and flowers to her place of employment. He was charged with Harassment 3rd Degree.
- Officers were called to a Disorderly call at the University Studios. Upon arrival, they found a female Violating a No-Contact Order. She was arrested and charged with the violation.

### THIRD SHIFT – Captain Jeff Sitzmann

- Throughout the month Officers continued to follow-up on the Homicide which took place near the College Hill in November. Officers spoke to many different potential witnesses and worked with the Investigative Unit on follow-up.



## Item H.1.e.

- Third Shift Officers continued to train the new recruit Officers on Shift. Officers Russell and Neymeyer completed Phases and Officer Fey successfully completed the Field Training Program.
- Officers responded to a Hit and Run Traffic Accident. The car had run over power transformers that belonged to Cedar Falls Utilities (CFU). Power was lost for a brief time and Cedar Falls Utilities (CFU) was notified. The vehicle had fled the scene. Officers were able to track down the Registered Owner of the vehicle when they ran the license plate they found at the scene, jammed into one of the transformers. Reports were completed, and citations were issued.
- Officers were called to South Main Street for a vehicle involved in a crash that was in the ditch. Further investigation found that the male was intoxicated and had lost control of his vehicle, crashing it into a tree. The male was arrested for Operating While Intoxicated (OWI).
- Officers located a subject who had been involved in an altercation the previous weekend. During the altercation he claimed to have a gun. When confronted, the subject claimed to have been intoxicated when he made those comments and denied involvement with guns.
- While Officers were on Foot Patrol on the College Hill, an intoxicated male jumped up and grabbed the rain gutter to an adjoining building and he ripped the gutter down. Officers arrested the male for Intoxication and Criminal Mischief.
- Officers made three separate Operating While Intoxicated (OWI) arrests during Patrol in one evening. In one of these arrests, the driver was involved in an accident on Viking Road, west of Hudson Road. This driver had no idea where he was and had crashed his car into signs, utility poles, and finally came to rest after spreading debris down the road.
- Officers investigated a report of a Theft from a residence. The female victim reported chatting online with a subject she met that evening. The male was invited over and stole the victim's wallet when he left. By the time she discovered the theft, the male deleted his profile from the online chat room. She did some investigation and we believe we have figured out the identity of the suspect.
- Officers were sent to a Rollover Accident off of 1st Street. The investigation revealed that the vehicle was traveling on 1st Street, lost control, took out three trees and rolled into a yard. The driver left the scene, so Officers went to the residence of the Registered Owner. A roommate allowed Officers into the residence where drug evidence was located. Meanwhile, we located the driver at 1st Street and Hudson Road and he was arrested for Operating While Intoxicated (OWI). He claimed that he was not driving and that he had been robbed at gunpoint and forced into his vehicle. A Search Warrant was conducted at the residence and felony quantities of drugs were located. The Robbery report was unfounded.
- Officers were called to an address on West 3rd Street for someone breaking into the residence. When Officers arrived they found a male in the house that the resident did not know. The male was passed out on the floor of the main level of the house. He was arrested for Intoxication and Trespassing. The male thought he was in his home in Dubuque.
- Officers, Paramedics and Firefighters responded to an Accident with Injuries on Greenhill Road near Prairie Parkway. Officers were initially told that a subject was unresponsive, but that was not the case. Officers learned that a couple was having an argument and the driver got out and went to the curb. The parked vehicle was then rear-ended by a vehicle traveling legally in the same direction. The driver who got out of the vehicle had a Warrant and was placed under arrest during the accident investigation.
- Officers saw very large crowds on the Parkade and the College Hill on New Year's Eve and they obviously were not deterred by the cold weather. Officers made three separate arrests after responding to fights inside establishments.

### **INVESTIGATIVE UNIT – Captain Michael E. Hayes**

#### **Case Investigation / Significant Activity:**

- Investigators met with Assistant County Attorney reference a Sexual Assault case.
- Captain Hayes attended a Sexual Assault meeting at University of Northern Iowa (UNI). It is hoped that a class can be developed that can be presented to bars to assist in reducing Sexual Assaults.
- Two Investigators attended Public Safety Officer (PSO) Training with a live fire exercise.
- Captain Hayes attended the College Hill Partnership Board Meeting.
- Investigators assisted First Shift with a Death investigation in the 3500 block of Hudson Road. No foul play is expected (natural causes).
- A suspect from an Assault was arrested for Willful Injury. The Assault occurred in November of 2017, when the victim was pushed down the stairs at a local bar after a verbal altercation with the suspect.

## Item H.1.e.

- Evidence was taken to State Lab for processing (Homicide and Sexual Assaults).
- Investigators assisted First Shift with a Death investigation on Parrish Street. No foul play is expected (natural causes).
- Investigators assisted Second Shift with a possible mental subject on Barnett Drive.
- Captain Hayes attended the Child Protection Center Team Meeting.
- Investigators assisted University of Northern Iowa (UNI) Police in obtaining video from our College Hill cameras for an incident that they are working from the weekend.
- Captain Hayes attended the monthly Sexual Assault Response Team (SART) Meeting.
- Captain Hayes attended the monthly Community Resources to Stop Heroin (CRUSH) Meeting.
- Investigators assisted First Shift with an arrest of a subject who had a Warrant for Third Degree Theft.
- Two Investigators attended Public Safety Officer (PSO) Ice Water Rescue Training.
- Investigators assisted Second Shift Officer with a Robbery at the Dollar Tree.
- Investigator closed two Fraud cases with Warrants for the suspect. The suspect used counterfeit bills to purchase items in the Waterloo and Cedar Falls areas.

### Case Information:

- Cases Assigned: 14
- Cases Closed Inactive: 4
- Cases Closed Exceptional: 0
- Cases To County Attorney For Review: 0
- Cases Closed By Arrest/Warrant: 6

### School Resource Officer (SRO):

- Officer Ladage presented two classes at Cedar Heights School. The first was Internet Safety to 5th Graders. The second was to a 4th Grade class on Bullying.
- Officer Ladage conducted a classroom presentation for three 5th Grade classes at Orchard Hill School on Internet Safety / Cyber bullying.
- Officer Ladage conducted a classroom presentation for two 6th Grade classes at Hansen School on Internet Safety.
- Officer Ladage attended an Active Shooter Meeting at Valley Lutheran School. The meeting was to show teachers and staff what to expect if an active shooter came to the School.
- Officer Ladage conducted seven classes on Drug Abuse at Peet Junior High.
- Officer Ladage conducted seven classes on Internet Safety at Peet Junior High.
- Officer Ladage conducted four presentations to Adult Living classes at Cedar Falls High School.
- Assisted the Investigative Unit throughout the month with Homicide follow-up.

### CSI / Investigations:

#### Evidence Room:

- Seventy-seven pieces of evidence from closed cases in 2012 were destroyed.
- Sixty-six items of found property from 2014 were destroyed.
- Forty-seven items of found property from 2015 were destroyed.
- Seventy-two pieces of found property from 2016 were destroyed.
- Counterfeit bills from eight closed cases were sent to the U.S. Secret Service for destruction.
- Twenty-two items of property were released to their owners.
- Eighteen pieces of evidence were taken to the State Crime Lab for processing.
- Prescription drugs collected from citizens for destruction from October 26 through December 22 were incinerated.

#### Crime Scene:

- On 12/12/17 Officer Belz assisted First Shift Officers with a Death investigation on Hudson Road.
- On 12/14/17 Officer Belz assisted First Shift Officers with a Death investigation on Parrish Street.
- On 12/22/17 Officer Belz assisted Detectives with the execution of a Search Warrant in Waterloo in reference to the Homicide investigation.

## Item H.1.e.

- On 12/26/17 Officer Belz was called in to assist Second Shift Officers and Detectives with a Robbery on Brandilynn Boulevard.
- On 12/27/17 Officer Belz assisted First Shift Officers with a residential Burglary on Valley Park Drive.
- On 12/29/17 Officer Belz assisted First Shift Officers with an ATV accident resulting in a traumatic injury on Union Road.

### Evidence / Property:

- Evidence Entered: 122
- CD's Entered by Officers: 155
- Attorney Requests (not video): 8
- Attorney Video Copies: 69
- Property Held For Safekeeping: 4

### RESERVE UNIT – Lieutenant Martin Beckner

- On December 2nd, Reserve Officers assisted with the physical testing of applicants for Reserve Officer and Career Officer Testing at Holmes Junior High School.
- On December 5th, Reserve Officers had their Monthly Training. The Training was held at the Waterloo National Guard Armory. Reserve Officers trained on various firearms simulators. The training focused on shooting accuracy and decision making. Reserve Officer Husidic conducted the Training.
- Reserve Officer Sterrett is still on medical leave.
- Throughout the month, Reserves Officers conducted ride-time on Second and Third Shifts, and assisted with various duties including prisoner transport. The use of Reserve Officers allowed Career Officers to focus on high priority calls and investigations instead of lower priority calls.
- In the month of December, the Reserve Unit logged a total of 182.25 hours of ride time and training. The hours for each Reserve Officer are as follows:

<b>NAME</b>	<b>HOURS</b>
Bostwick	4.50
Brown	30.25
Buck	8.5
Burg	20.50
Clark	7.50
Cross	11.50
Griffin	4.50
Husidic	36.50
Jaeger	13.00
Sterrett	FMLA
Wright	4.50
<b>TOTAL:</b>	<b>182.25</b>

## **Item H.1.e.**

### **POLICE TRAINING EVENTS – Lieutenant Tim Smith**

- National Crime Information Center (NCIC) Recertification Exams.
- Documents have been submitted for future Training.
- No Scheduled In-Service Training.
- Officer Neymeyer is in her Second Phase of Field Training on Third Shift.
- Officer Madsen has graduated from the Iowa Law Enforcement Academy and is currently in his First Phase of Field Training.
- Reserve Officer Cross and Officer Russell attended an Iowa / National Crime Information Center (NCIC) course at Hawkeye Community College.
- Ali Fox and Taylor Cross have started their Internship with Cedar Falls Police Department.
- Officer Fey has finished Field Training and is now on Solo Patrol.
- Lieutenant Smith attended a 16 hour Leadership Course held in Ames, Iowa.
- Nine Public Safety Officers are continuing to prepare for their Fire Fighter 1 (FF1) Test scheduled in January.

### **POLICE RECORDS – Lieutenant Tim Smith**

- Transmission of all TRACS based reports / forms to the state, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.
- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officer.

# Item H.1.e.

## POLICE STATISTICS:

	<u>December 2017</u>	<u>Total 2017</u>
<b>Group A Crimes</b>		
Murder	0	1
Kidnapping / Abduction	1	2
Forcible Rape	3	26
Forcible Sodomy	0	1
Forcible Fondling	0	14
Robbery	1	6
Assault	12	172
Arson	0	2
Extortion / Blackmail	0	2
Burglary / B&E	6	135
Theft	47	680
Theft / Motor Vehicle	0	32
Counterfeit / Forgery	7	63
Fraud	4	147
Embezzlement	0	1
Stolen Property	0	5
Vandalism	11	190
Drug Offenses	23	188
Porn / Obscene Material	0	1
Prostitution	0	1
Weapon Law Violation	0	10
<b>Group B Crimes</b>		
Theft by Check	0	5
Disorderly Conduct	6	92
Operating While Intoxicated	8	112
Public Intoxicated / Liquor Violations	11	118
Non-Violent Family Offense	0	8
Liquor Law Violation	0	3
Runaway	1	27
Trespassing	2	43
Other Offenses	9	201
Group A Total:	115	1,679
Group B Total:	37	609
Total Reported Crimes:	152	2,288
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	6	95
Property Damage	38	617
Total Reported Accidents	44	713
<b>Driving Offenses</b>		
Driving While Barred	0	11
Driving While Suspended / Revoked	0	29
Eluding / Peace Officer	0	3
Total Driving Offenses	0	43
Alcohol/Tobacco Violations	5	105
Calls For Service	1,289	17,719
Total Arrests	75	913

# Item H.1.e.

## **CEDAR FALLS FIRE RESCUE**

### December Fire Department Activities:

- Station #1 (Green Shift):
  - Did Public Education presentation on Fire Prevention at both Holmes and Peet Junior High.
  - Took two new Dispatchers as Ride Along Observers for Dispatch Training.
  - One Smoke Detector Check / Installation.
- Station #1 (Red Shift):
  - Provided two Station Tours.

### Alternative Staff:

- Part-time and POC Firefighters contributed 109.75 hours of Shift Duty in December.

### **FIRE RENTAL INSPECTIONS – Captain Bobby Wright**

- December Inspections: 54

### **FIRE TRAINING EVENTS – Lieutenant Tim Smith**

- Fire Training consisted of Ice Rescue.
- Target Solutions Training Material:
  - CAPCE - Allergies and Anaphylaxis
  - NFPA 1001 - Forcible Entry into a Structure
  - NFPA 1001 - Ground Ladders
- Some Shifts Trained on the following:
  - House Burn
  - Cold Emergencies
  - Ropes, Knots, Rigging
  - Rental Housing
  - Code Enforcement
- Training Fire:
  - Lieutenant Smith / Battalion Chief Schmidt planned a house burn on two flood buy out properties.
  - 36 Firefighters attended the training consisting of:
    - 20 Public Safety Officers.
    - 12 Career.
    - 2 Part Time .
    - 2 Sartori Paramedics.
- Nine Public Safety Officers (PSO's) are continuing their preparation for Fire Fighter 1 (FF1) Testing.

### **FIRE RECORDS – Lieutenant Tim Smith**

- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday.
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

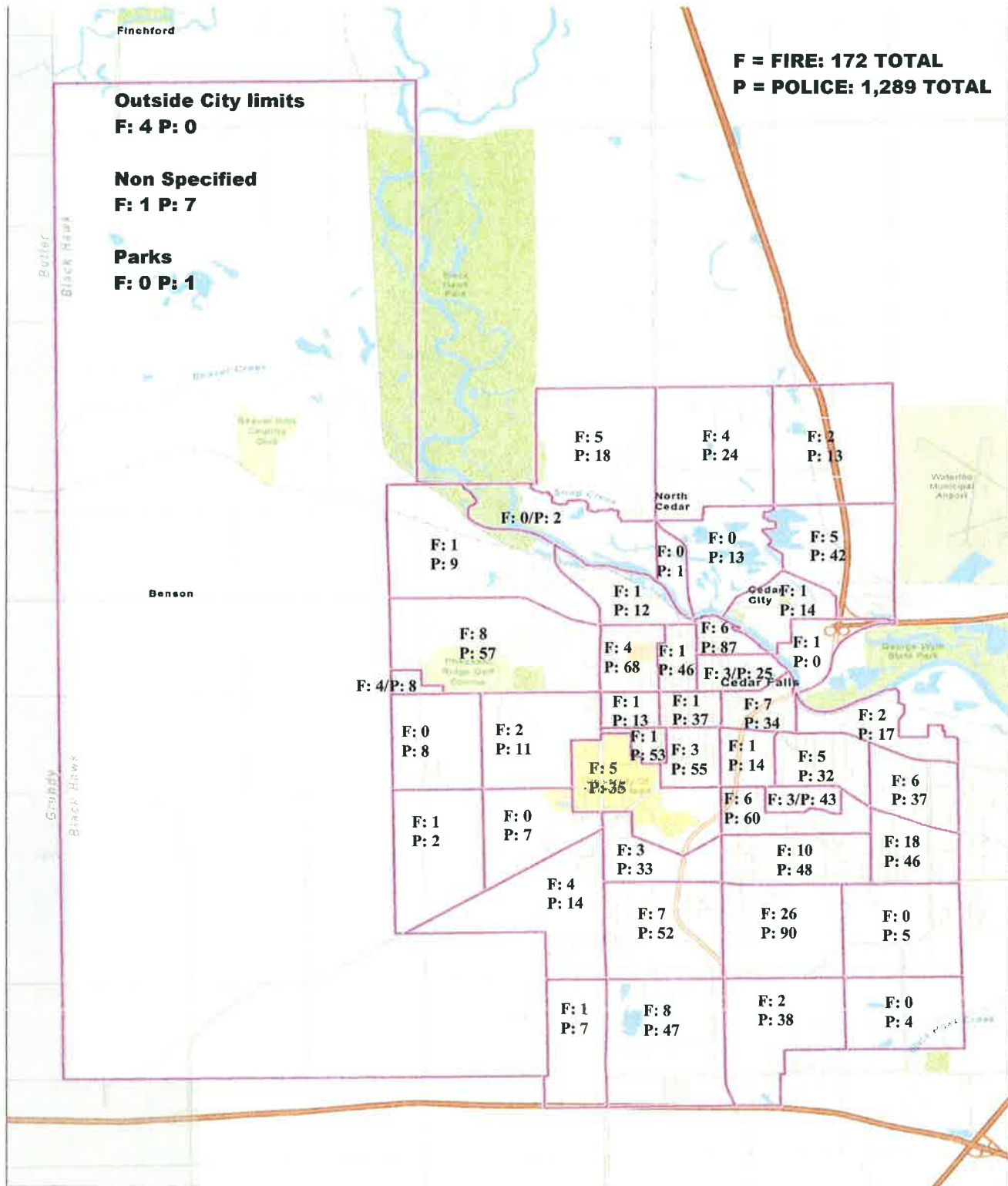
**FIRE RESCUE CALLS FOR SERVICE**

<b>Type of Incident (Monthly)</b>	1/17	2/17	3/17	4/17	5/17	6/17	7/17	8/17	9/17	10/17	11/17	12/17
Medical	148	155	144	132	101	82	102	112	101	135	120	105
Cancelled, False Alarms, Good Intent	64	57	76	67	64	59	49	56	60	57	50	54
Fire, Heat, Hazard, Weather Related	12	11	18	13	36	12	11	16	12	13	20	13
<b>Totals</b>	<b>224</b>	<b>223</b>	<b>238</b>	<b>212</b>	<b>201</b>	<b>153</b>	<b>162</b>	<b>184</b>	<b>173</b>	<b>205</b>	<b>190</b>	<b>172</b>

<b>Type of Incident (per Year)</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
<b>Totals</b>	<b>2,012</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207</b>	<b>2,481</b>	<b>2,337</b>

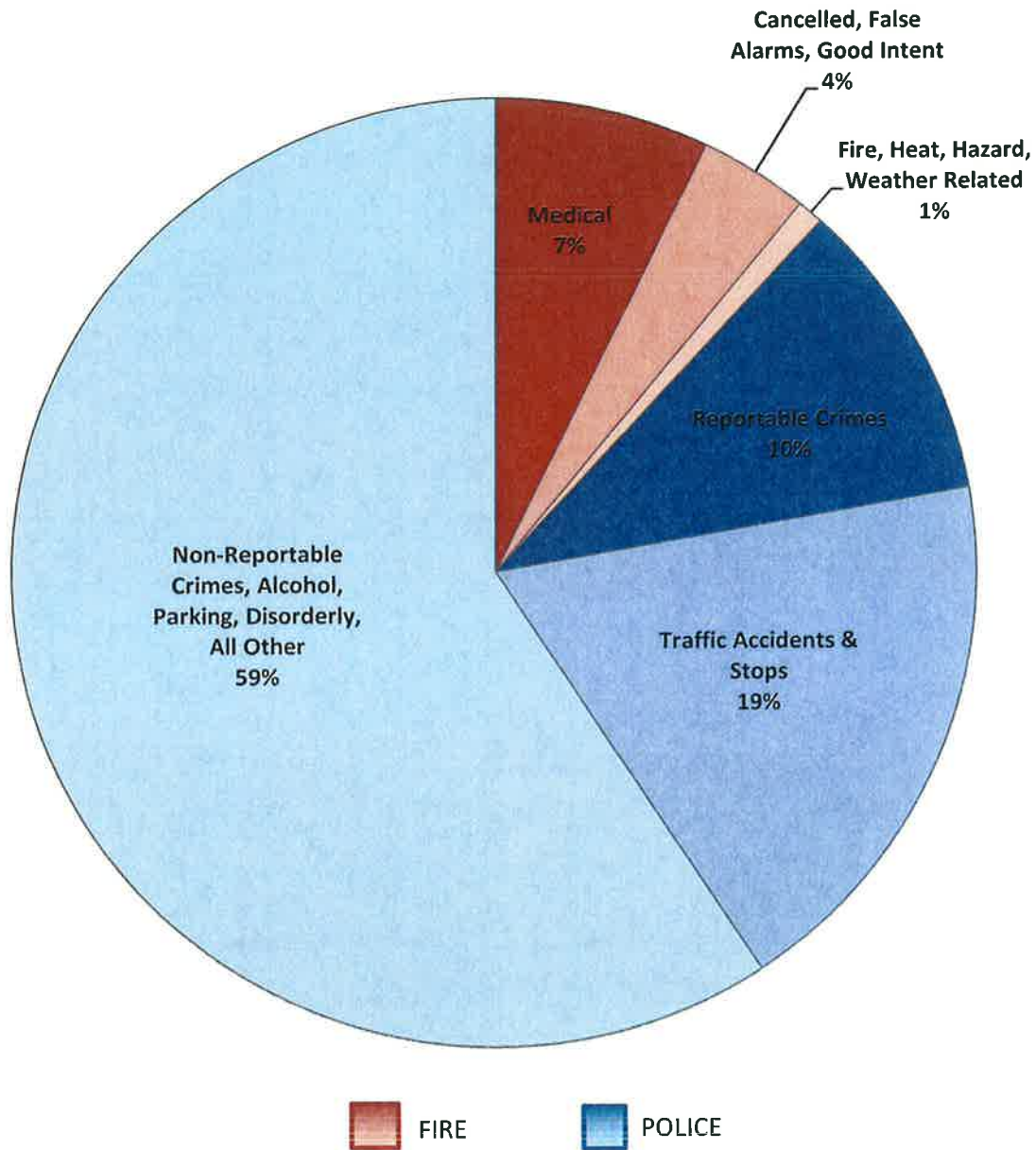
**Item H.1.e.**

**Cedar Falls Public Safety  
Grid Map**





### Cedar Falls Public Safety Experience Survey (December)







**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](http://www.cedarfalls.com)

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** January 23, 2018  
**RE:** Annual Reports for 2017

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Attached you will find summaries of agenda and business items in 2017 for the Planning and Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, and the Cedar Falls Bike/Pedestrian Committee.

**PLANNING AND ZONING COMMISSION**

The Planning and Zoning Commission reviews numerous issues each year ranging from rezoning requests to subdivision plats and street vacations along with various development site plans for new building projects. As the Commission meets twice each month, requests for Commission review are likewise accepted twice per month.

A broad range of projects were reviewed in 2017 by the Planning & Zoning Commission including a new mixed use residential development at 200 W. 1<sup>st</sup> Street and the site plans for the Kwik Star convenience store/gas station and Fareway grocery store on Greenhill Road. Numerous other rezoning requests, subdivision plats and various site/building plans were reviewed throughout the entire City. In addition to the 2017 Planning & Zoning Commission Annual Report, a summary of issued Land Use Permits and a summary of new Residential Units Constructed for 2017 are attached.

**Board of Adjustment**

The Board of Adjustment is created to consider variances and special exceptions from the terms of the City Zoning Ordinance. This is an autonomous body with quasi-judicial powers. Decisions by the Board can be appealed only to District Court. The 7-member Board normally applies very strict "hardship" criteria when considering variances from the Zoning regulations. The majority of typical variance applications do not satisfy standard "hardship" criteria; therefore variance approvals are rarely granted. The Board must find sound justification to allow deviation from the terms of the Zoning Ordinance. Planning & Community Services Division staff coordinates Board of Adjustment agendas and meetings.

The Board held five meetings during 2017 (March, 2 in May, September and October) to consider five separate requests. Please see the attached agenda listing for specific details.

## **Item H.1.f.**

### **Historic Preservation Commission**

The Historic Preservation Commission completed its sixth year of existence (created by City Council in February, 2011). The Historic Preservation Commission reviews policies and programs of the city related to historic preservation. Their primary objectives are to maintain an inventory of historic resources of Cedar Falls and to be a voice for preservation.

The Commission held twelve meetings in 2017. Projects include nominating the downtown district to the National Register with grant awards and multiple educational projects. Please see attached agenda listing for specific details.

Educational workshops attended by Commission members this year include the Preserve Iowa Summit 2017, Preservation Leadership Forum, and online webinars such as Preservation and Health from the National Trust for Historic Preservation.

### **Group Rental Committee/Board of Rental Housing Appeals**

The Group Rental Committee was created to consider whether new rental applications requesting higher levels of occupancy (3, 4, or 5 individuals aged 18 years or older) are appropriate to the property and neighborhood in which the property is located. The Group Rental Committee is comprised of City staff representing Planning & Community Services, Inspection Services, and Fire Division. The Committee meets on the first and third Wednesday of the month. The Board of Rental Housing Appeals was created to review all new and existing rental appeals. The Board is comprised of seven citizens approved by the Mayor. The Board meets as needed. A complete copy of the 2017 Annual Report of Activities for both the Group Rental Committee and the Board of Rental Housing Appeals is attached for your review.

### **Cedar Falls Bike/Pedestrian Committee**

This Advisory Committee is a fifteen member volunteer group that meets monthly. The Committee's mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity. The Committee has focused on the essential elements five categories known as the "Five E's", being Engineering, Education, Encouragement, Enforcement, and Evaluation. A complete copy of the 2017 Annual Report of Activities is attached for your review.

**CEDAR FALLS PLANNING AND ZONING COMMISSION  
Annual Summary  
2017**

**January 11, 2017**

1. Community United Child Care Center Site Plan Review ..... CONTINUED TO NEXT MEETING.
2. Wilbo and Root Façade Review ..... APPROVED.

**January 25, 2017**

1. Community United Child Care Center Site Plan Review ..... APPROVED.
2. Pheasant Hollow 6th Addition Final Plat..... APPROVED.
3. Prairie Winds 3rd Addition Final Plat..... APPROVED.

**February 8, 2017 - NO MEETING**

**February 22, 2017**

1. University Avenue Frontage Road Right of Way Vacation – Regions Bank at 4417 University Avenue....  
..... APPROVED.
2. Central Business District Overlay Facade Review - 109 E 2nd Street ..... APPROVED.

**March 8, 2017**

1. Central Business District Overlay Facade Review – 305 Main Street ..... APPROVED.

**March 22, 2017**

1. 102 Clay Street Rezoning Request and Easement Vacation ..... CONTINUED TO NEXT MEETING.
2. McMahill Final Plat..... APPROVED.
3. B&K Minor Plat..... APPROVED.

# Item H.1.f.

## April 12, 2017

1. 102 Clay Street Rezoning Request and Easement Vacation ..... APPROVED.
2. Willow Falls Site Plan Review ..... CONTINUED TO NEXT MEETING.
3. 200 W. 1st Street Site Plan Review ..... CONTINUED TO NEXT MEETING.
4. Saul's 1st Addition Preliminary and Final Plat ..... APPROVED.
5. Sands Addition Preliminary Plat ..... CONTINUED TO NEXT MEETING.
6. Pinnacle Ridge Vacation ..... APPROVED.
7. 202 Main Street Facade Review ..... APPROVED.
8. 402 ½ Main Street Facade Review ..... APPROVED.

## April 26, 2017

1. Willow Falls Site Plan Review ..... APPROVED.
2. 600 State Street – Projecting Wall Sign..... APPROVED.

## May 10, 2017

1. Sands Addition Preliminary Plat ..... APPROVED.
2. 110 Main Street Signage Review ..... APPROVED.
3. West Village Preliminary Plat ..... CONTINUED TO NEXT MEETING.

## May 24, 2017

1. 200 W. 1st Street Site Plan Review ..... APPROVED.
2. West Village Preliminary Plat ..... APPROVED.
3. 305 Main Street Design Review ..... APPROVED.

## June 14, 2017

1. Zoning Ordinance Discussion on Vision Triangle Modifications, Principal Use and Accessory Use and Parking Requirements..... CONTINUED TO NEXT MEETING.

- 2. OE Mullarkys Addition, Block 2 Right-of-Way Vacation Request..... APPROVED.

**June 28, 2017**

- 1. Zoning Ordinance Text Amendment on Vision Triangle Modifications ..... CONTINUED TO NEXT MEETING.
- 2. 2512 Walnut Street Parking Lot (College Hill Overlay) ..... APPROVED.

**July 12, 2017**

- 1. Zoning Ordinance Text Amendment on Vision Triangle Modifications ..... APPROVED.
- 2. 604-616 Clay Street Site Plan (Central Business District Overlay) ..... APPROVED.

**July 26, 2017 - NO MEETING**

**August 9, 2017**

- 1. PC-2 Site Plan Review – New Commercial Building ..... APPROVED.
- 2. College Hill Overlay Zoning District – Signage Review ..... APPROVED.
- 3. College Hill Overlay Zoning District – Parking Lot Amendment.... CONTINUED TO NEXT MEETING.

**August 23, 2017**

- 1. Heritage Hills Estates Second Addition - Final Plat..... APPROVED.
- 2. Wild Horse Ridge Third Addition - Final Plat ..... CONTINUED TO NEXT MEETING.
- 3. Prairie West 7th Addition - Final Plat..... APPROVED.

**September 13, 2017**

- 1. Wild Horse Ridge Third Addition - Final Plat ..... APPROVED.
- 2. MU District Site Plan Review – Kwik Star Convenience Store ..... CONTINUED TO NEXT MEETING.
- 3. BCI- Hawkeye Easement Vacation ..... APPROVED.

## **Item H.1.f.**

4. Central Business District Façade Review - The Brass Tap at 421 Main Street..... APPROVED.
5. College Hill Neighborhood District Site Plan – Parking Lot at 1906 College Street ..... APPROVED.

### **September 27, 2017**

1. Waterloo Airport Zoning Ordinance ..... APPROVED.
2. Central Business District Façade Review – 504/508 Bluff Street ..... APPROVED.

### **October 11, 2017**

1. Public Safety Building Site Plan ..... CONTINUED TO NEXT MEETING.
2. 1011 W. 19th College Hill Design Review ..... APPROVED.
3. TownePlace Hotel and Convention Center Space Site Plan..... APPROVED.
4. 924 Viking Road (Gym) Site Plan ..... APPROVED.
5. Arbors 3rd Addition Final Plat..... APPROVED.

### **October 25, 2017**

1. Public Safety Building Site Plan ..... APPROVED.
2. 602 State Street Downtown Design Review ..... APPROVED.

### **November 8, 2017**

1. 419 Main Street - Downtown Design Review ..... APPROVED.
2. 2116 Iowa Street – College Hill Plat of Survey ..... APPROVED.

### **November 21, 2017**

1. 111 Main Street - Downtown Design Review ..... APPROVED.
2. Autumn Ridge Eighth Addition Final Plat..... APPROVED.
3. College Hill Neighborhood District Site Plan Review – 2119 College Street.....  
..... CONTINUED TO NEXT MEETING.



**December 13, 2017**

1. MU District Site Plan Review – Kwik Star Convenience Store ..... TABLED.
2. MU District Site Plan Review – Fareway Grocery Store ..... CONTINUED TO NEXT MEETING.
3. Central Business District Facade Review - 401 Main Street ..... APPROVED.
4. Francis Street Minor Plat ..... APPROVED.
5. Viking Road First Addition Preliminary and Final Plat ..... APPROVED.
6. Central Business District Site Plan Review – River Place Development (MU2 Building).....  
..... CONTINUED TO NEXT MEETING.

**December 27, 2017 – NO MEETING**

## 2017 Planning & Zoning Commission Attendance


Chair: Hillery Oberle  
 Vice Chair: Mardy Holst


	1/11	1/25	2/8	2/22	3/8	3/22	4/12	4/26	5/10	5/24	6/14	6/28	Mid-year tally	7/12	7/26	8/9	8/23	9/13	9/27	10/11	10/25	11/8	11/21	12/13	12/27	Total Ratio	% Attend			
Adkins	NA	NA	NO MEETING	NA	NA	NA	NA	NA	NA	NA	NA	NA	N/A	NA	NO MEETING	NA	NA	NA	NA	NA	NA	NA	NA	NA	X	NO MEETING	1/1	100%		
Arntson	X	X		O	X	X	O	X	X	X	X	X	X	9/11		x	O	X	X	X	X	X	X	X	X		X	X	18/21	86%
Dunning	X	X		X	X	O	X	X	O	O	X	X	X	8/11		o	X	O	X	O	X	X	O	R	R		X	12/19	63%	
Giarusso	X	X		X	X	X	X	X	X	X	X	X	X	11/11		x	X	X	X	X	X	O	X	X	X		X	X	20/21	95%
Hartley	X	X		X	X	O	X	X	O	X	O	X	X	8/11		o	X	X	X	X	X	X	X	X	X		X	X	17/21	81%
Holst	X	X		O	X	X	X	X	X	X	X	X	X	10/11		o	X	O	X	O	X	X	O	X	X		X	X	16/21	76%
Leeper	X	X		O	X	X	O	X	X	X	X	O	X	8/11		x	X	X	X	O	O	X	O	O	O		X	X	14/21	67%
Oberle	X	X		X	X	X	O	X	X	X	X	X	O	9/11		x	X	X	X	X	X	X	X	X	X		X	X	19/21	90%
Saul	X	O		X	X	X	X	X	X	X	O	X	O	8/11		x	X	X	X	X	X	X	X	X	X		X	X	18/21	86%
Wingert	X	O		X	X	X	X	X	X	X	X	X	O	9/11		x	O	O	X	X	X	X	O	X	X		X	X	16/21	76%

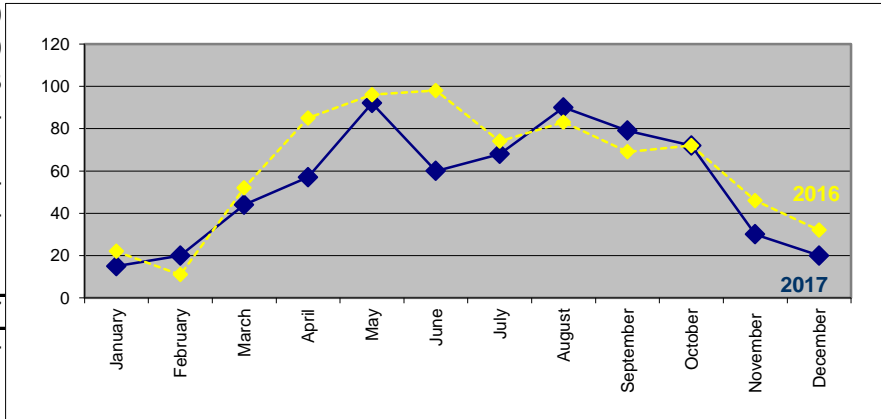
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X - Indicates Present  
 O - Not Present  
 NA - Not Appointed  
 R - Resign

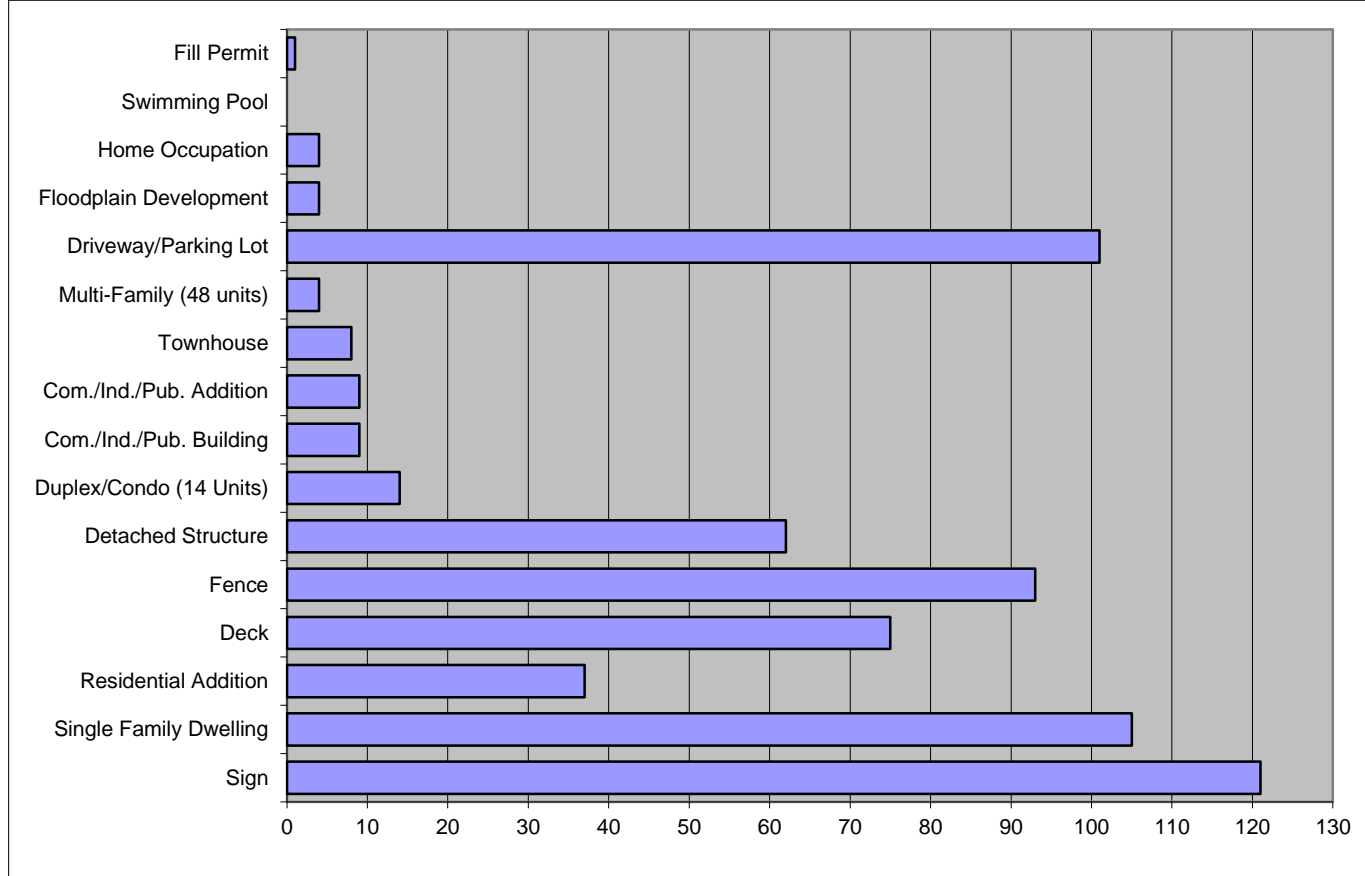
**LAND USE PERMITS ISSUED IN THE 2017 CALENDAR YEAR BY THE PLANNING DIVISION FOR THE CITY OF CEDAR FALLS**

PERMIT TYPE	TOTAL	C · E · D · A · R	MONTH	2017	2016
Land Use	433		January	15	22
Sign	121		February	20	11
Fence	93		March	44	52
Total	647		April	57	85
			May	92	96
			June	60	98
			July	68	74
			August	90	83
			September	79	69
			October	72	72
			November	30	46
			December	20	32
		<b>Total</b>		<b>647</b>	<b>740</b>

PERMIT CATEGORY	TOTAL	F · A · L · L · S	MONTH	2017	2016	
Sign	121		January	15	22	
Single Family Dwelling	105		February	20	11	
Residential Addition	37		March	44	52	
Deck	75		April	57	85	
Fence	93		May	92	96	
Detached Structure	62		June	60	98	
Duplex/Condo (14 Units)	14		July	68	74	
Com./Ind./Pub. Building	9		August	90	83	
Com./Ind./Pub. Addition	9		September	79	69	
Townhouse	8		October	72	72	
Multi-Family (48 units)	4		November	30	46	
Driveway/Parking Lot	101		December	20	32	
Floodplain Development	4		<b>Total</b>		<b>647</b>	<b>740</b>
Home Occupation	4					
Swimming Pool	1					
Fill Permit	1					
<b>Total</b>	<b>647</b>					



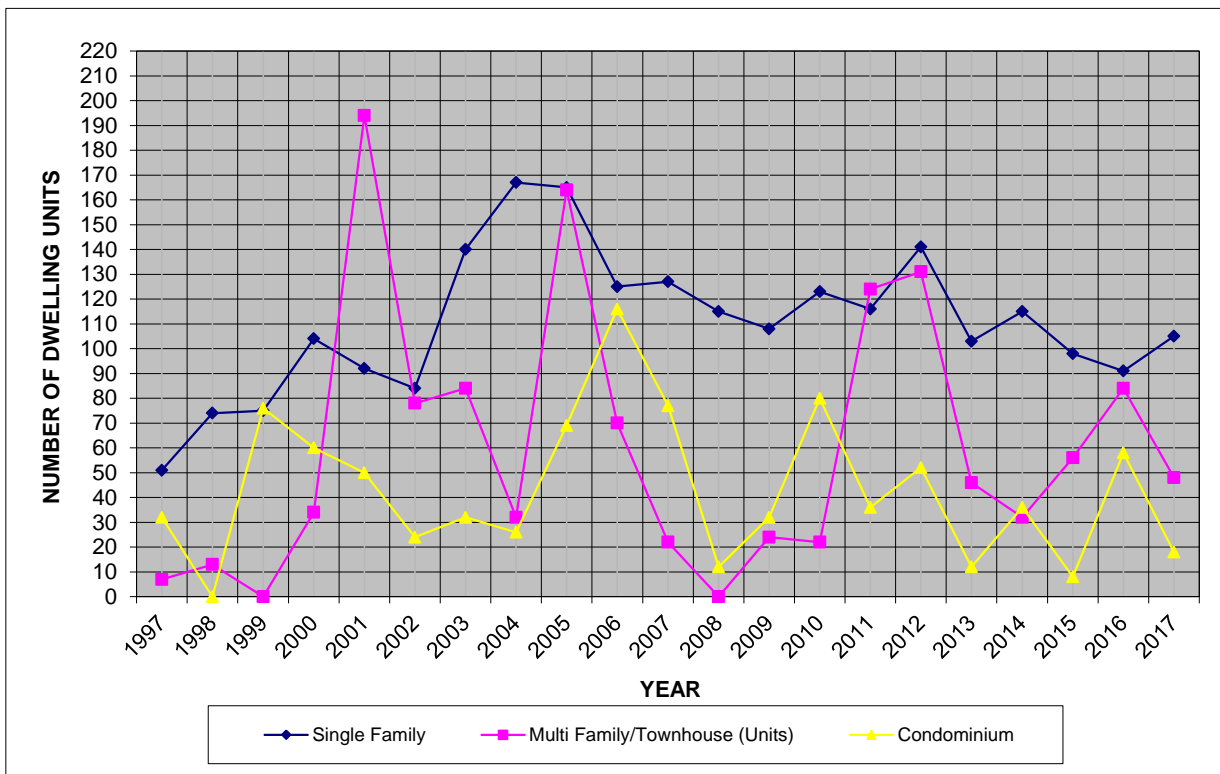
Floodplain Permits  
Floodplain permits are included in the above categories



# Item H.1.f.

## NUMBER OF RESIDENTIAL UNITS CONSTRUCTED

CALENDAR YEAR	SINGLE FAMILY	MULTI-FAMILY (units)	CONDO/TOWNHOUSE	TOTALS
1990	77	15	0	92
1991	63	2	0	65
1992	84	10	2	96
1993	63	36	10	109
1994	64	18	0	82
1995	53	10	32	95
1996	52	112	6	170
1997	51	7	32	90
1998	74	13	0	87
1999	75	0	76	151
2000	104	34	60	198
2001	92	194	50	336
2002	84	78	24	186
2003	140	84	32	256
2004	167	32	26	225
2005	165	164	69	398
2006	125	70	116	311
2007	127	22	77	226
2008	115	0	12	127
2009	108	24	32	164
2010	123	22	80	225
2011	116	124	36	276
2012	141	131	52	324
2013	103	46	12	161
2014	115	32	36	183
2015	98	56	8	162
2016	91	84	58	233
2017	105	48	18	171
TOTALS	2775	1468	956	5199



**CEDAR FALLS BOARD OF ADJUSTMENT  
2017 Annual Summary**

January 23, 2017

The Board of Adjustment did not meet in January

February 27, 2017

The Board of Adjustment did not meet in February

March 27, 2017

1. Request by Eric and Dallas Grattan at 1402 Cottage Row Road for a variance and special exception permit to reconstruct a substantially damaged house in the floodway district..... APPROVED

April 24, 2017

The Board of Adjustment did not meet in April

May 8, 2017 (Special Meeting Rescheduled from the April Meeting)

1. Request by Marian Terry in the 2600 block of Scenic Drive for an access variance for the construction of a new single family dwelling .....DENIED

May 22, 2017

1. Request by Tim Caswell at 4119 Shocker Road for a variance from the driveway setback requirements ..... APPROVED

June 26, 2017

The Board of Adjustment did not meeting in June

July 24, 2017

The Board of Adjustment did not meeting in July

August 28, 2017

The Board of Adjustment did not meet in August

September 25, 2017

1. Request by the First National Bank at 602 Main Street for a variance from the sign area requirements for a new replacement freestanding sign .....DENIED

October 23, 2017

1. Request by Bockes and Kunkle Holdings at 1204 W. 3<sup>rd</sup> Street for a variance from the lot width and lot area requirements for the construction of a duplex dwelling ....DENIED

November 27, 2017

The Board of Adjustment did not meet in November

December 25, 2017

The Board of Adjustment did not meet in December

# Item H.1.f.

Chair: Gerald Sorensen

Vice Chair: Amy Lang

BOARD OF ADJUSTMENT ATTENDANCE JANUARY 2017 THROUGH DECEMBER 2017														
	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 2017	May 2017	June 2017	July 2017	Aug. 2017	Sept. 2017	Oct. 2017	Nov. 2017	Dec. 2017	Total Ratio	% Attend.
Beach			X		X/X				O	X			4/5	80%
Chamberlin			O	Term Completed - Replaced by Rasmussen in September									0/0	0%
Lang			X		X/X				X	X			5/5	100%
Miller			X		O/X				X	X			4/5	80%
Rasmussen									X	X			2/2	100%
Schwerdtfeger			X		X/X				X	O			4/5	80%
Sorensen			X		X/X				X	X			5/5	100%
Weeg			X		X/X				X	X			5/5	100%

X = Present

O = Not Present

**CEDAR FALLS HISTORIC PRESERVATION COMMISSION  
2017 Annual Summary**

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

**January 11, 2017**

- ) The Commission voted to change the regular meeting time of the group from the fourth Wednesday of the Month to the second.
- ) The Celebrating Local Authors Festival was discussed and how the Commission could potentially get involved.
- ) A draft of the downtown's nomination to the National Register of Historic Places was reviewed.
- ) Commission member's terms were discussed.

**February 8, 2017**

- ) An update was given on the 1st Street reconstruction project.
- ) The CLG annual report was discussed and distributed for review and approval.
- ) The Commission nominated 501 W 1st Street for the Preservation Merit Award.
- ) The Commission's nomination for the Mandalay Mansion to be put on the 2017 most endangered property list was accepted by SHPO.

**March 8, 2017**

- ) This was Tom Connors last meeting as a Commission member. Mayor Brown and Ron Gaines presented him with a plaque and a service coin.
- ) The final draft of the Downtown's nomination to the National Register of Historic Places was reviewed.
- ) The Commission's historic property inventory was discussed. The goal is to have it incorporated into the city's GIS system in the future.
- ) The Commission explored various ideas for their yearly educational event.
- ) The Commission explored the idea of nominating 501 W 1st Street, known as the Wild House, and area around it to the National Register of Historic Places.

**April 12, 2017**

- ) Orientation for and welcome to new Commission member: Donna Bash.
- ) Open house details discussed for the Downtown's nomination to the National Register of Historic Places.
- ) Commission approved the creation of a film with Tom Connors and Channel 15 covering a local cemetery as an educational opportunity.
- ) Commission approved applying for a CLG grant to nominate the Wild house, and area around it, to the National Register of Historic Places.

## **Item H.1.f.**

- ) The Commission's nomination of the 501 W 1st Street for the Preservation Merit Award was accepted.
- ) Upcoming Preservation Summit was discussed. At least one member is required to attend each year.
- ) Proposed plaque for the Celebrating Local Authors was reviewed.

### **May 10, 2017**

- ) Commission approved submitting the nomination of the Downtown to the National Register of Historic Places to SHPO.
- ) The vice chair for the Commission was elected.
- ) Updating public information on the old Post Office was discussed.
- ) Recent Legislature activity was discussed.

### **June 14, 2017**

- ) Jake Moore stepped down as a Commission member as he will be moving out of State. Advertising for the vacancy has started.
- ) Experiences and summary of the Preserve Iowa Summit were shared. Next year's summit discussed.
- ) Nomination of the downtown to the National Register of Historic Places was approved by SHPO and will be forwarded to the Federal level for review.
- ) Application process and plan to request a CLG grant to nominate the Wild District to the National Register of Historic Places was reviewed.
- ) Mausoleum in the Greenwood Cemetery was discussed. It was agreed that this could be a future potential educational project.

### **July 12, 2017**

- ) Commission reviewed the draft application of a CLG grant to nominate the Wild District to the National Register of Historic Places.
- ) Candidates for the Challenge Grant were discussed.

### **August 9, 2017**

- ) The close out process of the CLG grant for the downtown's nomination was discussed and started.
- ) Commission approved submitting the application for a CLG grant to nominate the Wild District to the National Register of Historic Places.
- ) Commission approved submitting an application for a CLG grant for travel scholarships to next year's Annual Preservation Summit.
- ) There was discussion on the last brick road in Cedar Falls, 16th Street, and options to save it.
- ) Guest speaker talked about the Iowa Civil Rights Trail Project. Potential partnership opportunities were discussed.

### **September 13, 2017**

- ) Orientation for and welcome to new member: Biff Rocha.



- ) Close out items on the CLG grant were discussed.
- ) Details to coordinate the filming of the Cemetery tour were discussed.
- ) Potential grant opportunities for the brick road replacement were shared and discussed. Commission agreed that finding funding to preserve the road was a priority.
- ) Possibilities to partner with the Women's Society were discussed.

**October 11, 2017**

- ) The downtown has been officially listed on the National Register of Historic Places and the project has been closed out of.
- ) A ribbon cutting to celebrate the successful nomination of the downtown district was planned. Partnered with CMS and the Historical Society.
- ) Cemetery tour details discussed. Date selected for filming.
- ) The potential to start a "Century Homes" campaign was discussed.
- ) Commission reviewed a request for signage on Historic Route 20.

**November 8, 2017**

- ) Filming of the cemetery tour completed. Editing details and requested images to complement the film were discussed.
- ) Recent Legislature activity was discussed.
- ) Final details of the ribbon cutting were discussed. Attended ribbon cutting.

**December 14, 2017**

- ) Other ways to advertise the new downtown historic district were discussed. The Commission will look into holding an informational session for property owners within the district on the benefits of the district and how to utilize them.
- ) Annual CLG Report discussed. Commission will review the report for submission at the next meeting.
- ) The Commission has been awarded both CLG grants they applied for: Wild District and travel scholarship to annual Preservation Summit.

# Item H.1.f.

Chair: Julie Etheredge  
 Vice Chair: Jeff Schlobohm

HISTORIC PRESERVATION COMMISSION ATTENDANCE JANUARY 2017 THROUGH DECEMBER 2017														
	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 2017	May 2017	June 2017	July 2017	Aug. 2017	Sept. 2017	Oct. 2017	Nov. 2017	Dec. 2017	Total Ratio	% Attend.
Donna Bash (appointed April 2017)				X	X	X	O	X	O	X	X	O	6/9	67%
Thomas Connors (Term expired March 2017)	X	O	X										2/3	67%
Julie Etheredge	X	X	X	X	X	X	X	X	X	X	O	X	11/12	92%
Biff Rocha (appointed September 2017)									X	X	X	O	3/4	75%
Jake Moore (stepped down June 2017)	X	X	O	X	X	O							4/6	67%
Jeff Schlobohm	X	X	O	X	X	O	X	X	X	O	X	X	9/12	75%
Jeanine Johnson	X	X	X	X	O	X	X	X	X	X	X	X	11/12	92%

X = Indicated Present  
 O = Not Present

**CEDAR FALLS GROUP RENTAL COMMITTEE  
2017 Annual Summary**

**January 4, 2017**

The Group Rental Committee did not meet.

**January 18, 2017**

Group Rental Committee reviewed one case: 2116 Iowa Street.

**February 1, 2017**

The Group Rental Committee did not meet.

**February 15, 2017**

Group Rental Committee reviewed one case: 1115 8th Street.

**March 1, 2017**

Group Rental Committee reviewed two cases: 1034 Calumett Drive and 4105 Spruce Hills.

**March 15, 2017**

Group Rental Committee reviewed two cases: 908 W 1st Street and 1029 Amelia Drive # 4.

**April 5, 2017**

Group Rental Committee reviewed four cases: 1015 W 22nd Street, 1115 W 4th Street, 1429 19th Street, and 2522 Iowa Street.

**April 19, 2017**

Group Rental Committee reviewed four cases: 422 Clay Street, 1403 Clay Street, 1723 Crescent Drive, and 1818-1820 Olive Street.

**May 3, 2017**

Group Rental Committee reviewed four cases: 1123 W 1st Street, 1335 Brenton Drive, 1429 W 19th Street, and 2405 Victory Drive.

**May 17, 2017**

Group Rental Committee reviewed three cases: 1207 W 19th Street, 1807 Alden Avenue, and 2103 Olive Street.

**June 7, 2017**

Group Rental Committee reviewed three cases: 508 W Seerley Boulevard, 1616 Washington Street, and 2116 Iowa Street.

**June 21, 2017**

Group Rental Committee reviewed one case: 3323 Panther Lane.

## **Item H.1.f.**

### **July 5, 2016**

The Group Rental Committee did not meet.

### **July 19, 2017**

The Group Rental Committee reviewed five cases: 205 W 22nd Street, 710 W 20th Street, 1422 W 2nd Street, 3524 Woodridge Road, and 3722 Laurinda Drive.

### **August 2, 2017**

Group Rental Committee reviewed one case: 933-935 W 15th Street.

### **August 16, 2017**

Group Rental Committee reviewed three cases: 1118 W 7th Street, 1225 W 20th Street, and 1322 Clay Street.

### **September 9, 2017**

Group Rental Committee reviewed three cases: 1610 Madison Street, 3109 Cadillac Drive, and 3914 Heritage Road.

### **September 20, 2017**

Group Rental Committee reviewed three cases 316 W 18th Street, 1518 Iowa Street, and 1821 Walnut Street.

### **October 4, 2017**

Group Rental Committee reviewed three cases: 627-629 Melrose Drive, 1122 Amelia Drive, and 1522 Springbrooke Drive.

### **October 18, 2017**

Group Rental Committee reviewed one case: 2115 Olive Street.

### **November 1, 2017**

Group Rental Committee reviewed two cases: 422 Clay Street and 1510 W 2nd Street.

### **November 15, 2017**

Group Rental Committee reviewed one case: 1909 Clay Street.

### **December 6, 2017**

Group Rental Committee reviewed two cases: 2628 Iowa Street and 3116 Pocahontas Road.

### **December 20, 2017**

The Group Rental Committee did not meet.

The Group Rental Committee is comprised of city staff: Stephanie Sheetz, Community Development Director, John Bostwick, Fire Chief, and Craig Witry, Building Official. See the next page for a summary of approvals.

**SUMMARY Of ALL TO DATE:**

<b>Occupancy Level</b>	<b>Request</b>	<b>Approved</b>
5 unrelated	5	0
4 unrelated	86	75
3 unrelated	23	29
family or 2 unrelated	NA	10
<b>Total</b>	<b>114</b>	<b>114</b>

**SUMMARY 2017:**

<b>Occupancy Level</b>	<b>Request</b>	<b>Approved</b>
5 unrelated	2	0
4 unrelated	39	34
3 unrelated	7	11
family or 2 unrelated	NA	3
<b>Total</b>	<b>48</b>	<b>48</b>

## **Item H.1.f.**

### **CEDAR FALLS BOARD OF RENTAL HOUSING APPEALS 2017 Annual Summary**

#### **January 23, 2017**

The Board of Rental Housing Appeals reviewed one case: 22116 Iowa Street.

#### **February 2017**

The Board of Rental Housing Appeals did not meet in February.

#### **March 20, 2017**

The Board of Rental Housing Appeals reviewed one case: 908 W 1st Street.

#### **April 10 and April 24, 2017**

The Board of Rental Housing Appeals reviewed three cases: 1015 W 22nd Street, 2522 Iowa Street, and 422 Iowa Street.

#### **May 8, 2017**

The Board of Rental Housing Appeals reviewed three cases: 1123 W 1st Street, 1429 W 19th Street, and 2405 Victory Street.

#### **June 12, 2017**

The Board of Rental Housing Appeals reviewed two cases: 1616 Washington Street and 2116 Iowa Street.

#### **July 2017**

The Board of Rental Housing Appeals did not meet in July.

#### **August 21, 2017**

The Board of Rental Housing Appeals reviewed one case: 1118 W 7th Street.

#### **September 25, 2017**

The Board of Rental Housing Appeals reviewed one case: 1821 Walnut Street.

#### **October 23, 2017**

The Board of Rental Housing Appeals reviewed one case: 627-629 Melrose Drive.

#### **November 6, 2017**

The Board of Rental Housing Appeals reviewed one case: 1510 W 2nd Street.

#### **December 11, 2017**

The Board of Rental Housing Appeals reviewed one case: 2628 Iowa Street.

Chair: Rob Green  
 Vice Chair: Chris Martin

<b>BOARD OF RENTAL HOUSING APPEALS                      ATTENDANCE JANUARY 2017 THROUGH DECEMBER 2017</b>																
	Jan. 2017	Feb. 2017	Mar. 2017	Apr. 10 2017	Apr. 24 2017	May 2017	June 2017	July 2017	Aug. 2017	Sept. 2017	Oct. 2017	Nov. 2017	Dec. 2017	Total Ratio	% Attend.	
Cindy Wiles	X	No meeting	X	X	O	X	X	No meeting	X	X	X	X	X	10 /11	91%	
Chris Martin	X		X	X	O	X	X		O	X	O	O	X	7 /11	64%	
Mary Jane McCollum	X		X	X	X	X	X		X	X	X	X	X	X	11 /11	100%
Rob Green	X		O	X	X	O	X		X	O	X	X	X	X	8 /11	73%
Dan Berregaard	X		X	X	X	X	X		O	O	X	X	X	X	9 /11	82%
Bruce Wingert	O		X	X	X	X	X		X	X	O	X	X	X	9 /11	82%
Alyssa Dixon (term ended June 2017)	X		O	X	X	O									3 /5	60%
Matthew Johnson (term started August 2017)										X	X	X	X	O	4 /5	80%

X = Present  
 O = Not Present

# Item H.1.f.

## Cedar Falls Bike / Pedestrian Advisory Committee Annual Report of Activities January 2017 through December 2017



### CURRENT COMMITTEE MEMBERSHIP:

Luann Alemao-Johnson  
Lisa Brodersen  
Larry Bucholz  
Michael Davidson  
Cindy Dodd  
Russ Clark  
Tara Estep  
Nancy Hamilton

Bob Lentz  
Mike McCallum  
Jacki Schares  
Karen Smith  
Kelly Wolf, Vice-Chair  
Roger White, Chair  
Codie Leseman, INRCOG Liaison  
David Sturch, Cedar Falls City Liaison

### MEETING SCHEDULE:

Monthly meetings are held at the Cedar Falls City Hall Duke Young Conference Room on the 1<sup>st</sup> Tuesday of each month from 5:15 to 6:30 pm. The July 2017 meeting was cancelled.

### MISSION STATEMENT:

The Committee's Mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity.

### SUMMARY OF ACTIVITIES DURING 2016:

#### ADMINISTRATIVE ACTIVITIES:

- ) Elected Officers for 2017.
- ) Recommended additional Committee members.
- ) Continued review of Cedar Falls Bicycle Network Map.
- ) Recommended budget appropriation for completing Cedar Falls Bicycle Plan activities and maintaining Bicycle Friendly Community (BFC) status.
- ) Created a BPAC Facebook page
- ) Continued efforts to renew Bronze Bicycle Friendly Community status for Cedar Falls.
- ) Work to attain Silver Bicycle Friendly Community status for Cedar Falls.

#### SUBSTANTIVE ACTIVITIES:

The activities listed below include essential elements across five categories known as the Five E's. These activities focus on creating safe and useable accommodations for bicyclists and pedestrians.

#### ENGINEERING - *Creating safe and convenient places to walk, ride and park.*

- ) Continued participation with the Metropolitan Pedestrian Master Plan development.
- ) Continued active support for the Major Thoroughfare and Trail Network plan.



- ) Worked with local church and Cedar Trails Partnership on a compromise parking proposal for the Main Street reconstruction.
- ) Sent letter endorsing the Alternative #2 proposal for Main Street reconstruction.
- ) Recommended the placement of a "No Motor Vehicles" sign at the entrance to the recreation trail off the city yard waste dump entrance road.
- ) Recommended marked sharrows on both 12th St. and 18th St. from Main St. to Hudson Rd. and 4th St. from State St. to Union Rd.
- ) Recommended removing bicycle stop signs from crossings that have traffic signal lights.
- ) Reported malfunctioning crossing signal buttons.
- ) Queried the Black Hawk County Engineer regarding the narrowing of the shoulder on W. 27th St.
- ) Contacted I-Dot regarding possible bike/pedestrian safety modifications at the 1st St/Union Rd. intersection
- ) Recommended a pattern of bike traffic flow at the 18th St. underpass to eliminate bicycle cross traffic patterns.

**EDUCATION** - *Giving people of all ages and abilities the skills and confidence to ride and walk.*

- ) Organized and participated a Bike Rodeo in conjunction with the Hansen Elementary School Fun Fair.
- ) Organized and participated a Bike Rodeo at Southdale Elementary School.
- ) Helped organize and participated in second annual Cedar Valley Pedal Fest biking festival.
- ) Submit article for the Currents magazine regarding the pedestrian, bicycle, and motorist behavior for safety.
- ) Participated in presentations to the Rotary Club, Lions Club, and Western Home
- ) Organized the preparation of an educational video in cooperation with the Visitors and Tourism Office.

**ENCOURAGEMENT** - *Creating a strong bike and pedestrian culture that welcomes and celebrates both modes of transportation.*

- ) Created Cedar Falls Bike/Pedestrian Advisory Committee Facebook page.
- ) Offered a photo contest during Bike to Work Week. Secured and awarded six prizes from local businesses.
- ) Continued to support city efforts to facilitate bikes and pedestrians in ongoing street renewal projects.

**ENFORCEMENT** - *Ensuring safe roads and sidewalks for all users.*

- ) Requested committee representative from the Cedar Falls Police Department's Bike Patrol.

## Item H.1.f.

### **EVALUATION** - *Planning for bicycling and walking as safe, viable transportation options.*

- ) Prepared a Committee Annual Report for 2016 and presented to the City Council.
- ) Reviewed the recommendations from the League of American Bicyclists from the 2013 report.
- ) Researched the current League of American Bicyclists' criteria for Bronze and Silver Bicycle Friendly Community (BFC) rankings.
- ) Discussed how to improve the city's current Bronze BFC ranking.
- ) Advocated greater coordination within the community with other bicycling related groups.
- ) Acknowledged that Iowa has dropped from 6th place to 30th place in the rankings of bike friendly states

### **PROGRESS ON GOALS:**

- ) Focus the Committee's efforts regarding pedestrian and bicycle activity on the Five-E's, namely, Engineering, Education, Encouragement, Enforcement & Evaluation. – CURRENT and ON-GOING
- ) Advocate and recommend infrastructure and activities that will make walking and biking more attractive, enjoyable, practical and safe. - ON-GOING
- ) Monitor and make recommendations for bike/pedestrian accommodations in the 5-Year and Annual Pavement Management Program and plans for re-construction of city streets. - CURRENT and ON-GOING
- ) Continue to participate on the INRCOG Metropolitan Pedestrian Plan Committee. - ACHIEVED
- ) Take actions and make recommendations that will increase the opportunity for Cedar Falls to be designated as "Silver Bicycle Friendly Community" by the League of American Bicyclists. - ON-GOING
- ) Participate in activities that encourage and celebrate walking and biking.- CURRENT and ON-GOING
- ) Update the Cedar Falls Bicycle Plan as appropriate. - ON-GOING
- ) Continue to support the Blue Zones project in Cedar Falls. - ON-GOING
- ) Communicate regularly with the Mayor, the City Council and appropriate City Staff regarding recommendations and activities. - ON-GOING

### **PRIORITY RECOMMENDATIONS FOR 2018 (placed in order of importance):**

- ) Provide funds in the budget for implementing Committee recommendations and completing activities, especially designation of staff to serve as Bicycle/Pedestrian Program Manager(s).
- ) Mark the entire Cedar Falls Bicycle Network with signage and paint where appropriate.
- ) Elevate the Cedar Falls Bicycle / Pedestrian Advisory Committee to a standing committee similar to current boards and commissions.
- ) Continue assessment of intersections regarding pedestrian and bicycle accommodations focusing on crosswalks and crossing lights.

- ) Renew Bronze Bicycle Friendly Community status for Cedar Falls.
- ) Establish a Police Department liaison with the Bicycle and Pedestrian Advisory Committee.
- ) Support the implementation of the Metropolitan Pedestrian Plan.
- ) Monitor pedestrian/motor vehicle and bicycle/motor vehicle collision statistics and injuries.

**LONG-TERM GOALS:**

- ) Implement the recommendations within the Metropolitan Pedestrian Master Plan
- ) Increase walkability and pedestrian friendliness in Cedar Falls
- ) Seek grant funds for intersection improvements for pedestrians and bicyclists.
- ) Obtain Silver Bicycle Friendly Community status for Cedar Falls.
- ) Update Zoning Ordinance to include bicycle and pedestrian accommodations.





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** January 31, 2018  
**Re:** Beer/Liquor License Applications

---

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

Name of Applicants:

- (1) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
- (2) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
- (3) Second State Brewing Company, 203 State Street, Class B beer - renewal.
- (4) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
- (5) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
- (6) The Hydrant Firehouse Grill, 2002 College Street, Class C liquor - renewal.



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

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be deleted from the payroll scale for the below listed employee.

**BE IT FURTHER RESOLVED,** that the following position be diminished in accordance with Chapter 400.28 of State Code and Section 2.5 of the Cedar Falls Civil Service Commission Rules and Regulations.

**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

---

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Ted Hoodjer CD/Engineering	Land Surveyor Deleted effective Jan. 26, 2018	146	29.810	40	FT	HN	

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**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk





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

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---

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Rick Coffman CD/Inspection Services	Inspector Deleted effective Jan. 18, 2018	144	35.103	40	FT	HN	

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**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk



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

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Name	Position	Band/Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Carey Hoyer MOP/PWP-Vehicle Maint.	Equipment Mechanic Deleted effective Feb. 2, 2018	18E	24.522	40	FT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk



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

**RESOLUTION DELETING Payscale FOR EMPLOYEE AND DIMINISHING THE FOLLOWING POSITION**

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**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make such deletion.

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Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Jordan Hedrick PSS/Fire Operations	Firefighter Deleted effective Feb. 4, 2018	F-1C	22.839	40	FT	HN	FIRE

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk



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

**RESOLUTION ADOPTING PAYSACLE FOR NEW EMPLOYEE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be and the same is hereby adopted as the payroll scale for the below listed employee.

**BE IT FURTHER RESOLVED,** that said pay scale shall be effective from the date below to June 29, 2018.

**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Mark Robinson MOP/PWP-Refuse	Laborer January 17, 2018	8A	\$13.898	28	PT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk





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

**RESOLUTION ADOPTING Payscale FOR NEW EMPLOYEES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be and the same is hereby adopted as the payroll scale for the below listed employees.

**BE IT FURTHER RESOLVED,** that said pay scale shall be effective from the date below to June 29, 2018.

**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Kevin Hernandez PSS/Police Operations	Public Safety Officer January 29, 2018	P1S-II	\$27.103	40	FT	HN	TEAM
Admir Babic PSS/Police Operations	Public Safety Officer January 30, 2018	P1S-I	24.550	40	FT	HN	TEAM
Adam Hancock PSS/Police Operations	Public Safety Officer January 30, 2018	P1S-I	24.550	40	FT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk



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

**RESOLUTION ADOPTING PAYSCALE FOR EMPLOYEE ASSIGNED IN ACTING CAPACITY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA**, that the pay, be and the same is hereby adopted as the payroll scale for the below listed employee assigned in the capacity of acting lieutenant

**BE IT FURTHER RESOLVED**, that said pay scale shall be effective from the date below to June 29, 2018 for the acting position.

**BE IT FURTHER RESOLVED**, that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Mike Haislet PSS/Police Oper.	Acting Police Lieutenant-PSO February 4, 2018	238	35.660	40	FT	SE	
	February 7, 2018	238	37.443				

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk



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

**RESOLUTION ADOPTING Payscale FOR RECLASSIFIED EMPLOYEE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA**, that the pay, be and the same is hereby adopted as the payroll scale for the below listed reclassified employee.

**BE IT FURTHER RESOLVED**, that said pay scale shall be effective from the date below to June 29, 2018, for the reclassified position. This resolution hereby reclassifies the employee from part-time Maintenance Worker in MOP/PWP-Street to full-time Maintenance Worker in MOP/PWP-Refuse.

**BE IT FURTHER RESOLVED**, that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
James Dietz MOP/PWP-Refuse	Maintenance Worker January 16, 2018	15D	\$20.805	40	FT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk



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

**RESOLUTION ADOPTING Payscale FOR RECLASSIFIED EMPLOYEE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA,** that the pay, be and the same is hereby adopted as the payroll scale for the below listed reclassified employee.

**BE IT FURTHER RESOLVED,** that said pay scale shall be effective from the date below to June 29, 2018 for the reclassified position. This resolution hereby promotes the employee from the position of part-time Community Service Officer I to full-time Public Safety Officer.

**BE IT FURTHER RESOLVED,** that the Controller/City Treasurer of the City of Cedar Falls, Iowa, is hereby authorized to make payment from the appropriate funds for the period herein stated.

Name	Position	Band/ Step	Hrly	Hrs. Schd.	Stat.	Cls.	Union
Nolan Young PSS/Police Operations	Public Safety Officer January 29, 2018	P1S-I	24.550	40	FT	HN	TEAM

**INTRODUCED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

**ATTEST:** \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk







DEPARTMENT OF FINANCE &  
BUSINESS OPERATIONS

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

**MEMORANDUM**  
Financial Services Division

**TO:** Mayor Brown and City Council Members

**FROM:** Brenda Balvanz, Personnel Specialist

**DATE:** February 1, 2018

**SUBJECT:** **Waterloo Courier Advertising Agreement Renewal**

Attached is an Advertising Agreement renewal for your review and approval that will continue to minimize the amount of advertising dollars the City spends for recruitment with the Waterloo Courier.

If you have questions regarding the attached, feel free to contact me at 268-5112 or Jennifer Rodenbeck at 268-5108.

Attachment



# THE COURIER

P.O. BOX 540, WATERLOO, IA 50704

## ADVERTISING AGREEMENT

**Account Number**  
**60000188**

THIS AGREEMENT is made as of **February 1, 2018** between Lee Enterprises, Incorporated d/b/a *Courier Communications*, the "Publisher", and **City of Cedar Falls**, the "Advertiser."

**TERM** This Agreement will begin on **The First Day of February 2018** and end on **The Last Day of January 2019**.

This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

**VOLUME AGREEMENT** The Advertiser will purchase at least \$12,800.00 of total advertising before the end of the term.

<u>Product</u>	<u>Rate</u>	<u>Details</u>
Courier – Sunday	\$55.12 / Inch	Sunday Rate for a \$12,800 Recruitment Advertising Agreement runs at \$55.12 per column inch.
Courier – Weekday	\$48.45 / Inch	Weekday Rate for a \$12,800 Recruitment Advertising Agreement runs at \$48.45 per column inch.
Insider	Insider	Insider Rate for a \$12,800 Recruitment Advertising Agreement runs at \$12.00 per column inch.
Leaderboard Impressions	\$330 / Month	30,000 digital Leaderboard Impressions on wfcourier.com, Mobile & Mobile apps.
Creative Charges	Dependent upon display ad & digital ad size	Classified/Retail – 60.01"-120" - \$86 / 30.01"-60" - \$73 / 15.01"-30" - \$60 / 15" or less - \$29 Courier Digital Products – Pickup with change and New Build - \$17
Search Boost	\$39.00/month	Standard advertising component to boost SEO.

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

### ADDITIONAL TERMS AND CONDITIONS

- Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice of to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.
- Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be re-rated to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference between the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.
- Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.
- Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under th

- Item H.2.j.** believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.
- 5. Indemnification.** Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of Publisher's distribution or publication of Advertiser's advertising, or because of Advertiser's unauthorized publication or distribution of advertising owned by Publisher.
  - 6. Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results there from. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within 36 hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising.
  - 7. Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.
  - 8. Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.
  - 9. Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.
  - 10. Brokered Advertising.** Publisher does not accept local brokered advertising.
  - 11. Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.
  - 12. Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.
  - 13. Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.
  - 14. Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.
  - 15. No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.
  - 16. Miscellaneous.** Advertiser agrees to pay Publisher for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties.

Addendum(s) to this Agreement have been attached and are labeled as follows:  
ADDENDUM to #5; Indemnification: The city will indemnify Newspaper only to the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the code of Iowa.

**PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.**

<b>ADVERTISER</b>  By _____  _____ Company Name  Billing Address / Local Address 220 Clay Street. Cedar Falls, IA 50613	<b>LEE ENTERPRISES, INCORPORATED</b>  By _____ Advertising Director  <u>Tara Seible</u> Print Name/Title  _____ Publisher Signature
--	--

Salesperson: Kelly Balvanz  
 New \_\_\_\_\_ Renew X

2016 EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2017

*(same for 2018)*

EMPLOYMENT OPEN INCH-RATE  
**\$85.00** Weekday  
**\$120.00** Sunday



**COLOR RATES**

INCHES	FULL COLOR
1" - 3"	\$50
4" - 12"	\$100
13" - 30"	\$200
31" - 60"	\$280
OVER 60"	\$370

**SPECIAL FEATURES:** \$4.00 Each  
 Select one or more from the following options

- Bolding
- Reverse
- Underlining
- Italics

**BOX REPLIES:**  
 A blind box number can be assigned by the Courier. A \$50 charge will be assessed. Replies are mailed out daily to the advertiser. A dealer cannot advertise their merchandise thru a blind ad.

**COLUMN MEASUREMENTS:**

1 Column	1.556"
2 Column	3.222"
3 Column	4.889"
4 Column	6.556"
5 Column	8.222"
6 Column	9.889"

**INSIDER WITH COURIER CLASSIFIED CONTRACT**

- Pick-Up - 1 column ads starting in the Courier Sunday thru Friday.
  - Pick-Up - Multiple column Ads starting in the Courier Sunday thru Friday.
- Pick up into the Insider.....\$12/in**  
**Insider Only.....\$15/in**

\*\* Note: All advertisers will be charged a fee of \$39 for Search Boost each month(s) an ads in addition to the pricing above.

**CONTRACT ADVERTISER DEADLINES**

One Column Ads Tuesday thru Friday - 5:00 PM, Day Before  
 Sunday and Monday - 5:00 PM, Friday  
 Insider - 5:00 PM, Friday  
 \*Network must be in department by 12 Noon on the day prior to publication.

**MULTIPLE COLUMN**

AD TO RUN.....	COPY DEADLINE
Monday.....	3:00 PM, Friday
Tuesday.....	3:00 PM, Monday
Wednesday.....	3:00 PM, Tuesday
Thursday.....	3:00 PM, Wednesday
Friday.....	3:00 PM, Thursday
Sunday.....	3:00 PM, Friday
Insider.....	5:00 PM, Wednesday

CANCELLATIONS: Notification must be given by 5:00 PM, preceding publications. A charge will be made if ad has already been set.

**REPEAT RATES AVAILABLE/ MULTIPLE COLUMNS**

\*All ads repeated within the calendar week day will be discounted on the following basis:

6 to 20 inches.....	2nd	3rd & 4th	5th & 6th
21 to 60 inches.....	25%	30%	35%
61 to 119 inches.....	35%	40%	45%
Full Page.....	45%	50%	55%
	50%	60%	70%

Repeat ad discount for signed contract advertisers only.

**MULTIPLE COLUMN ADS:**

- Multiple column ad minimum length 2 columns through 5 columns must be at least same number of inches long as columns wide (Minimum size 2x2).
- Strip ad size 6x2 minimum. These ads will run in classification at the bottom of the page.
- Free form ads must be in color. Minimum size is 5"0" and must stay in diagonal configuration.
- Full reverse ads must be in readable type.
- Not less than 6 point type used in multiple column copy.

**ONE COLUMN ADS:**

- All type for Classified 1 column ads is 7 point. 7 point through 49 point permitted on 1 column ads.
- First word on all liner ads set in CAPS/BOLD.
- All 1 column ads are set directly into our computer system.
- Only 1 size of type is permitted on a line.
- Ads with white space within the body must have white space on top and bottom of ad.
- Standard border can be put on any size of ad.
- One column Classified ads using a logo or illustration must be received in department by noon prior to day of publication.

**COMMISSIONS AND PAYMENT TERMS**

Payment Policy: We accept:

1. Payment for advertising is due at the time of order or upon ad proof approval except where credit has been extended.
2. Credit application approval. Any contract advertiser requesting credit will be asked to complete a credit application. This application will include bank information and references. Credit approval normally takes approximately one week.
3. Credit terms: Upon approval of credit application, normal credit terms are:
  - a. Payment is due upon receipt of bill.
  - b. Net 15 days from advertiser's billing date.
  - c. Unpaid balance over 30 days is subject to a 1.25% monthly charge. APR equals 15%.
4. Requests for adjustments to bills: Adjustments to bills must be made within 30 days of advertising run date.
5. The Publisher may require cash payment in advance any time the Advertiser fails to pay for the advertising when due or otherwise violates this agreement.
6. All contract-local rates are non-commissionable.
7. All billings due Publisher must be paid in U.S. dollars.

**ADVERTISING CONTRACT:**

1. A signed contract is required to earn other than open rate. All advertising under the terms of the Contract must be for the Advertiser's business exclusively and is for advertising only. The Contract is not assignable by the Advertiser.
2. All advertising purchase will be at the rates and conditions on the form indicated on the Publisher's current rate card, as revised from time to time. The rate card, its revision and successors shall be part of Signed Contract.
3. Dealers or merchants must carry their name in ads offering to buy, sell, rent or trade merchandise or property related to their business. They cannot advertise as a private individual.
4. Contracts shall be effective for the period stated from the date signed for one year. Short term contracts shall automatically renew on the anniversary date unless either party gives written notice of termination. If there is no activity on a bulk Contract within the first thirty (30) days after the anniversary date it shall be automatically terminated.
5. Contract Adjustment - The Courier reserves the right to rebill contract advertisers at the appropriate earned contract rate for failure to fulfill original contract requirements.
6. The Courier accepts no responsibility in multiplying The Advertiser as to the amount of space used on the Contract.

**EMPLOYMENT SPECIALIST**

Bryan Burton 319-291-1438  
 Kelly Balwanz 319-291-1474

Dollar Volume	Daily	Sunday
\$1,800	\$55.25	\$63.60
\$3,000	\$54.40	\$62.54
\$4,300	\$53.55	\$61.48
\$6,500	\$52.70	\$60.42
\$8,600	\$51.00	\$58.30
\$12,800	\$48.45	\$55.12
\$17,000	\$46.75	\$53.00
\$50,000	\$38.25	\$47.70
\$80,000	\$34.85	\$43.46
\$120,000	\$32.30	\$40.28

Creative Service Charges: Pickup with Change and New build\*  
 1" - 15" / Eighth page \$28 31" - 60" / Half Page \$72  
 16" - 30" / Quarter page \$59 61" - 120" / Full Page \$85

Digital Ad: \$17





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

---

**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** February 2, 2018  
**SUBJECT:** Audit Contract

In 2015, request for proposals for audit services were sent out to nine firms. The proposal was for a 3-year period (FY15, FY16, and FY17), with the option to renew for three more years. We received four bids from CliftonLarsonAllen, Eide Bailly LLP, McGladrey LLP, and Williams & Company at that time and Eide Bailly was selected.

As stated above the current contract does have the option to renew for an additional three years. (Current contract is attached) Eide Bailly has provided new fee amounts per the attached extension proposal. They are proposing maintaining the same fee for FY18 that we paid for the FY17 audit and then only a \$1,500 increase each year for FY19 and FY20. Therefore, since the contract has an option to renew and the new fees and annual increases are reasonable I am recommending extending the contract for an additional 3-year period. In addition, we have been very pleased with the high quality service that Eide Bailly provides to the City.

If you have questions regarding the contract or the audit process, please feel free to contact me.







January 9, 2018

Ms. Jennifer Rodenbeck  
 City of Cedar Falls  
 City Hall  
 220 Clay Street  
 Cedar Falls, IA 50613-2726

Dear Ms. Rodenbeck:

As requested by your correspondence on January 8, 2018, I am pleased to submit a bid to continue to perform the audit for the City of Cedar Falls. Our fees to perform these services would be as follows:

Year ending June 30, 2018	
Financial statement and federal programs audit	\$ 41,000
REAC Procedures	<u>1,000</u>
	<u>\$ 42,000</u>

The audit of federal programs assumes one major program; each additional major program would be \$2,900.

Year ending June 30, 2019	
Financial statement and federal programs audit	\$ 42,470
REAC Procedures	<u>1,030</u>
	<u>\$ 43,500</u>

The audit of federal programs assumes one major program; each additional major program would be \$3,000.

Year ending June 30, 2020	
Financial statement and federal programs audit	\$ 43,940
REAC Procedures	<u>1,060</u>
	<u>\$ 45,000</u>

The audit of federal programs assumes one major program; each additional major program would be \$3,100.

## Item H.2.k.

We have enjoyed working with you and your staff in the past and look forward to continuing the relationship. If you have any questions, feel free to contact me.

Sincerely,

EIDE BAILLY LLP



Brian M. Unsen, Partner

ACCEPTED BY THE CITY OF CEDAR FALLS, IOWA

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To: Mayor Brown, City Council Members**  
**From: Jeff Olson, Director of Public Safety Services**  
**Date: January 16, 2018**  
**Re: CLEAR Contract**

---

The Public Safety Department has used a product called CLEAR for use during criminal investigations and background checks for City applicants for several years. The current contract expires in October 2018. The cost of the service has increased by 5% annually in the past. The attached contract is a 3 year contract with a 3% increase annually. They are offering this reduced increase in their rate if we sign the contract early.

We have looked at other services and found this service to be the most complete at the best price. The data obtained from this service is very beneficial to our investigations and background checks. I recommend approval of this 3 year contract.

If you have any questions or concerns, please feel free to contact me.

JO:mdb

# Item H.2.I.



THOMSON REUTERS

## Order Form

Order ID: Q-00148434

Contact your representative [natalie.ehret@thomsonreuters.com](mailto:natalie.ehret@thomsonreuters.com) with any questions. Thank you.

### Subscriber Information

#### Account Address

Account #:  
CEDAR FALLS POLICE DEPT  
  
220 CLAY ST  
CEDAR FALLS  
IA, 50613-2726  
US

#### Shipping Address

Account #:  
CEDAR FALLS POLICE DEPT  
  
220 CLAY ST  
CEDAR FALLS  
IA, 50613-2726  
US

#### Billing Address

Account #:  
CEDAR FALLS POLICE DEPT  
  
220 CLAY ST  
CEDAR FALLS  
IA, 50613-2726  
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

### CLEAR / ProFlex Renewals

Svc Mat#	Renewed Product (s)	Agreement #	Deal ID	*Current Monthly Rate	Renewal Term (Months)	First Year Renewal Term Increase	Year Over Year Renewal Term Increase
41882302	CLEAR for Law Enforcement Plus			\$261.41	36	3%	3%

### Renewal Terms

\*I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Rate shown above

**For Online/Practice Solutions/Software/Proflex Products** Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The annual percent increases will be as stated in the grid above.

You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing data or services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

**For Window Products** Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Post Renewal Terms

**For Online/Solutions/Software/Products:** Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Post Renewal Term for ProFlex Products** . Your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**For Window Products** Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

#### Miscellaneous

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Excluded Charges and Schedule A rates.** If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

**Returns and Refunds.** You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**General Terms and Conditions,** apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control.

**CLEAR Fixed Rate Usage** :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

**Batch Usage** :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period

**Existing Vigilant Subscribers:** We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

#### . For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

## Item H.2.I.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

**Signature for Order ID: Q-00148434**

### ACKNOWLEDGEMENT

**I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.**

\_\_\_\_\_  
**Signature of Authorized Representative for order**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

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This Order Form will expire and will not be accepted after 2/11/2018 CT.



THOMSON REUTERS™

**Addendum to West Order Form – Order ID: Q-00148434**

Subscriber: Cedar Falls Police Dept

Account #: 1003466096

1. **Effect of Addendum.** The underlying General Terms and Conditions, West Order Form and applicable Schedule A (collectively the "Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Clarification of Order Form.** The Current Monthly Rate for the period ending on September 30, 2018 will be \$261.41 per month. The Renewal Term Monthly Charges will be as follows:

- The October 1, 2018 to September 30, 2019 rate will be \$269.25 per month
- The October 1, 2019 to September 30, 2020 rate will be \$277.33 per month
- The October 1, 2020 to September 30, 2021 rate will be \$285.65 per month

Except as expressly provided herein, all other terms and conditions of the West Order Form will remain unchanged. Please have this document executed by an authorized representative of Subscriber and returned to West along with the executed West Order Form.

**West, a Thomson Reuters business**

**Subscriber**

\_\_\_\_\_

Signed: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Name (please print) \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_







DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

**MEMORANDUM**

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

PUBLIC WORKS/PARKS  
DIVISION  
2200 TECHNOLOGY PKWY  
319-273-8629  
FAX 319-273-8632

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Brian M. Heath, Public Works/Parks Div. Manager  
**DATE:** January 30, 2018  
**SUBJECT:** Fire Apparatus Purchase

A bid opening was held on January 25, 2018 for a Fire Rescue Pumper Apparatus. Specifications were sent to six (6) manufacturers with a total of three (3) companies providing a bid response.

The following is a summation of the bids that were received:

Toyne Mfg., (Spartan Chassis, Toyne Body)\$524,550.24

Feld Fire Equipment (Spartan ERV) \$560,819.00

Fire Safety USA, INC. (E-One)\$594,660.00

After reviewing the bid documents, the low bid from Toyne Mfg. is in order and did meet the City's specifications. Toyne is an Iowa based company located in Breda, Iowa and is the same manufacturer that was awarded the contract for the most recently purchased Cedar Falls fire truck.

The Capital Improvements Program has this project listed in FY19 at a budgeted amount of \$500,000.00. The additional \$24,550.24 will be allocated from the Fire Division operating budget. Further, the projected build time for this apparatus is 365 days, which fits into the budget time line.

It is the recommendation of the Municipal Operations and Programs and Public Safety Departments to enter into a purchase agreement with Toyne Mfg. in the amount of \$524,550.24 for the construction and purchase of the specified Fire/Rescue Pumper Apparatus.

Please feel free to contact me if you have questions.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8606  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**

*Water Reclamation Division*

**TO:** Honorable Mayor James P. Brown and Council Members  
**FROM:** Mike Nyman, Water Reclamation Manager  
**DATE:** February 1, 2018  
**SUBJECT:** Sartori Farm Lease

Proposals were received on January 25<sup>th</sup> for leasing the Sartori Trust farmland. This land is used by the Water Reclamation Division for application of biosolids throughout the year. Evaluation of the RFPs was based upon price per acre, land conservation and improvement plans, as well as additional services provided.

The proposed price per acre ranged from \$331 to a low of \$220. The current tenant farmer, Luhring & Luhring Farms of Dike, submitted a proposal of \$305 with an extensive list of services offered. Luhring Farms utilize a registered Soil Conservation Plan to maintain the quality of the land and limit soil erosion and nutrient migration. They also provide detailed data on soil and crops to aid the City in preparing annual state and federal reports. Luhring & Luhring Farms also provides extensive equipment and services to aid in solids application operations. Their proposal was much more extensive than other offers.

Considering the services offered, the quality of land management, and past experience with Luhring & Luhring Farms, it is my recommendation that the City enter into the attached three-year lease with Luhring & Luhring Farms.

Please contact me if you have any questions or concerns. A list of proposals offered can be provided upon request.

c: Stephanie Houk Sheetz, Director of Community Development



---

Prepared by: Steven D. Moore, 415 Clay Street, Cedar Falls, Iowa (319) 277-6830

## **FARM LEASE AGREEMENT**

THIS LEASE ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Cedar Falls, Iowa ("Landlord"), whose address for the purpose of this lease is c/o City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Luhring and Luhring Farms, an Iowa general partnership ("Tenant"), whose address for the purpose of this lease is 13959 U Avenue, Dike, Iowa 50624.

### **THE PARTIES AGREE AS FOLLOWS:**

1. Premises and Term. Landlord leases to Tenant the following real estate (the "Real Estate") located in Grundy County, Iowa, and Black Hawk County, Iowa, to-wit:

See legal description on Exhibit "A" attached hereto, and by this reference made a part hereof,

and containing 390 total acres, more or less, including 70 acres for the Set Aside Tract described in paragraph 6, 14.8 acres of grass waterways, 14.4 acres of filter strips, and 290.8 tillable acres, more or less, with possession by Tenant for a term of three (3) years to commence on March 1, 2018, and to end on February 29, 2021. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within thirty (30) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. Rent. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of Ninety Seven Thousand Six Hundred and no/100 Dollars (\$97,600), payable \$48,800 on March 1, 2018, and \$48,800 on November 1, 2018, and a like amount on each March 1 and November 1 thereafter during the term of this lease.

## Item H.2.n.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of the Real Estate in any offered program by the U.S. Department of Agriculture or the State of Iowa for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Tenant shall be entitled to collect all Conservation Reserve Program (CRP) rental payments for all grass waterways (currently consisting of approximately 14.8 acres) and all filter strips (currently consisting of approximately 14.4 acres), now or hereafter located on the Real Estate, and including all incentive payments associated therewith, and all cost-share assistance provided by, the U. S. Department of Agriculture in connection therewith. Tenant's entitlement shall include governmental cost-sharing payments for permanent soil conservation structures, including all waterways and filter strips. Tenant shall also be entitled to all payments from participation in crop production, crop set aside and crop disaster payment programs of the USDA, except as otherwise specifically provided in this Lease.

3. Landlord's Lien and Security Interest. As security for all sums due or which will become due from Tenant to Landlord under this Lease, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the Real Estate, whether such contract rights be payable in cash or in kind, including the proceeds from such rights. At Landlord's request made at any time during this Lease, Tenant shall sign and deliver to Landlord a Uniform Commercial Code UCC financing statement showing the existence of this security interest. At Landlord's request, Tenant shall also sign any additional forms required to validate the Landlord's security interest in government program payments.

4. Proper Husbandry, Care of Soil, Trees, Shrubs and Grass. Tenant shall farm the Real Estate in a manner consistent with good husbandry. Tenant agrees to conduct Tenant's operations on the Real Estate in such a manner as will comply with the Iowa Department of Natural Resources (the "DNR") requirements relating to biosolids application, and requirements regarding crop nutrient demands. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and throughout the premises. Tenant shall comply with all terms of the USDA Conservation Plan and any other required environmental plans for the Real Estate. Tenant shall do what is reasonably necessary to control soil erosion, including, but not limited to, the maintenance of existing watercourses, waterways, filter strips, ditches, drainage areas, terraces and tile drains, and shall abstain from any practice which will cause damage to the Real Estate. Tenant agrees to trim volunteer trees and brush from fence lines and ditches.

Tenant shall by August 15 of each lease year provide to Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the leased premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord, without prior permission of the Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation. Tenant further understands Tenant cannot spread manure on any of the land which comprises the Real Estate covered by this Lease.

Tenant acknowledges that Tenant is responsible to maintain and satisfy all USDA rules, regulations and requirements with regard to all CRP contracts or any other similar governmental contracts which the Tenant elects to participate in with respect to any of the Real Estate that comprises this Lease. Tenant agrees to be responsible for payment of any penalties the USDA may impose associated with any such contracts, and to indemnify and hold Landlord harmless therefrom.

5. Environmental. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or groundwater contamination does not occur, and shall be responsible to follow all applicators' licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the leased premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the Real Estate. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. Application of Biosolids on a Portion of the Real Estate. Each year during the term of the Lease, Landlord and Tenant agree that a portion of the Real Estate, consisting of a tract of seventy (70) acres (the "Set Aside Tract"), located on the portion of the Real Estate situated in Black Hawk County, Iowa, shall be set aside for use by Landlord for its biosolids land application program. The precise tract to be set aside during each year of the lease term shall be determined by Landlord, and shall be rotated from year to year, so that the same parcel is not set aside for such biosolids application for more than one (1) consecutive year. Tenant shall not be

## Item H.2.n.

allowed to place the Set Aside Tract in crop production for the year for which it is set aside. Tenant shall be responsible, however, to establish a suitable cover crop (of a type of crop reasonably acceptable to Landlord) on the Set Aside Tract each year, using Tenant's own equipment. Tenant's responsibilities with respect to the Set Aside Tract shall include preparing the ground for biosolids application, planting all required cover crop seed thereon, and harvesting the cover crop. All cover crop harvested, less an appropriate quantity of such cover crop for seed for the following year, shall be the property of Landlord. Tenant agrees to harvest all such cover crop at the end of the crop year, and transport the Landlord's share of the cover crop to an elevator and sell the same for Landlord's account at the written direction of Landlord, all at the expense of Tenant. At the end of each crop year, and at such other times during the lease term as Landlord deems appropriate, Tenant shall incorporate all biosolids materials applied on the Set Aside Tract into the soil in a manner which complies with Landlord's requirements and the requirements of the Iowa DNR. Landlord shall notify Tenant each time that biosolids are to be incorporated into the soil. Tenant agrees to comply in all respects with the rules and regulations of the Iowa DNR for the application of biosolids on the Set Aside Tract. Except as otherwise specifically provided in this Lease, application of the biosolids on the Set Aside Tract shall be done by Landlord's agents at Landlord's expense, and Tenant shall have no responsibility for the application of the biosolids. Any soil sampling required in connection with Landlord's application of the biosolids on the Set Aside Tract shall be Landlord's responsibility. Any soil sampling required by the Iowa DNR or USDA in connection with Tenant's participation in any CRP or USDA program, or soil sampling done at Tenant's option, shall be accomplished at Tenant's expense. All fertilizer and soil pH adjustments on the Real Estate shall be paid for by Tenant. Tenant agrees to keep written documentation of all such tests and results in order that Landlord may furnish such reports to the Iowa DNR or USDA.

### 7. Establishment and Maintenance of Waterways and Filter Strips.

(a.) Existing Grass Waterways. Tenant agrees to assume responsibility for all grass waterways currently located on the Real Estate as of the date of commencement of this Lease. This responsibility shall include minor repair work to and cleaning out of such grass waterways, maintenance of such waterways, including mowing, and any other work Landlord deems appropriate to assure that said existing grass waterways meet acceptable conservation practices and comply with the USDA Conservation Plan for the Real Estate.

(b.) New Waterways. Tenant shall be responsible for the cost of establishing any new grass waterways and filter strips on the Real Estate in accordance with Landlord's USDA Conservation Plan. This includes the cost of land preparation and seeding of new grass waterways and filter strips. All of such costs shall be paid by Tenant. After any such new grass waterways and filter strips are established, then Tenant agrees to perform all work thereon on the same terms and conditions as set forth in subparagraph (a) of this paragraph 8 with regard to existing waterways, both during the remainder of the lease term, and during any renewal of this Lease. Landlord and Tenant agree that Tenant may apply for and be entitled to receive any payments from the USDA for the cost of establishment of new grass waterways and filter strips on the Real Estate.



8. Termination of Lease. This Lease shall automatically renew upon expiration of the lease term provided in paragraph 1 of this Lease, on a year-to-year basis, upon the same terms and conditions provided for in this Lease, unless either party gives legal and timely written notice to the other party of an election not to renew this Lease as provided by law, namely, on or before September 1 prior to the termination date of this Lease, provided, however, that this Lease shall not renew because of an absence of giving of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by Iowa law.

9. Possession and Condition at End of Term. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$250.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

10. Landlord's Right of Entry and Inspection. Landlord or its agents may enter upon the Real Estate at any reasonable time for purposes of applying biosolids to the seventy (70) acre Set Aside Tract, as provided in paragraph 6 of this Lease. Landlord or its agents may also enter upon the Real Estate at any reasonable time for the purpose of viewing, testing, sampling or inspecting any or all portions of the Real Estate to assure compliance with the terms of this Lease and any USDA and Iowa DNR requirements, or for other reasonable purposes. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate, or authorize an agent to enter upon the Real Estate, to conduct any normal tillage, fertilizer operation or other operations after Tenant has completed the harvesting of crops, even if this is prior to the date of termination of the Lease.

11. Violation of Terms of Lease. If either Tenant or Landlord violates the terms of this Lease, the other party may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. Repairs. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified by Tenant of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. Fences may be removed, and then only at Tenant's expense, only with the written consent of Landlord.

13. New Improvements. All fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional Rent and shall inure to the Real Estate, becoming the property of Landlord, unless Landlord has agreed in writing prior to the erection of the same that the Tenant may remove the improvement at the end of the Lease.

## Item H.2.n.

14. Well, Windmill and Water Systems. Tenant shall maintain all existing well, windmill and water systems on the Real Estate, if any, in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of such systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.

15. Expenses Incurred Without Consent of Landlord. No expense shall be incurred for or on account of the Landlord without Tenant first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

16. No Hunting. No hunting is to be allowed on the Real Estate which is the subject of this Lease at any time by any person.

17. No Agency. Tenant is not an agent of the Landlord.

18. Attorney Fees and Court Costs. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

19. Change in Lease Terms. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.

20. Notices. The notice contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed by U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination described in paragraph 9, which shall be governed by Iowa law.

21. Assignment. Tenant shall not assign this Lease, or sublet the Real Estate or any portion thereof, without prior written authorization of Landlord. Any such assignment or subletting without Landlord's consent shall cause an immediate termination of the Lease, and shall require all unpaid Rent due under this Lease to be immediately due and payable to Landlord without any notice to or demand upon Tenant.

22. Certification. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.

Luhring and Luhring Farms,  
an Iowa general partnership

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Eric W. Luhring, General Partner

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

By: \_\_\_\_\_  
Ana E. Luhring, General Partner

ATTEST:  
\_\_\_\_\_  
Jacqueline Danielsen, City Clerk

Landlord

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public in and for said County and State

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P Brown and Jacque Danielsen, as Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa.

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

## Item H.2.n.

### EXHIBIT "A" Legal Description

Real estate located in Black Hawk County, Iowa, legally described as follows:

Southwest Fractional Quarter (SW FR 1/4) and the West One-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section No. Seven (7) in Township Eighty-nine (89) North, Range No. Fourteen (14) West of the 5th P.M. in Black Hawk County, Iowa.

Real estate located in Grundy County, Iowa, legally described as follows:

The Southeast Quarter (SE 1/4) of Section No. Twelve (12), Township No. Eighty-nine (89) North, Range No. Fifteen (15), West of the 5th P.M., excepting therefrom the cemetery located in the southeast corner of said Section, and also excepting therefrom the following: A part of the Northeast Quarter of the Southeast Quarter of Section 12, Township 89 North, Range 15 West of the 5th P.M. in Grundy County, Iowa, Commencing at the East Quarter Corner of said Section 12 (said corner also being the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 12); thence South 391.5 feet along the East line said Section 12 to the point of beginning; thence N 89°08'W. 33.0 feet; thence N 49°06' W. 32.85 feet; thence N 89°08' W383.8 feet; thence South 609.2 feet; thence S 89°05' E 441.8 feet to the East line of said Section 12; thence North 588.6 feet along said East line to the point of beginning. Subject to legal road easements. The East line of the Southeast Quarter of said Section 12 is assumed to bear North-South.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** January 31, 2018

**SUBJECT:** Levee/Floodwall System Improvements Project  
Project No. FL – 000 – 1975  
Temporary Easement Agreement

The Engineering Division is currently in construction of the Levee/Floodwall System Improvements Project. This project involves raising the level of flood protection along the length of the levee by approximately two (2) feet. The improvements to the system will involve both new structural walls as well as increased earthen sections.

This project requires an updated temporary easement from one property in order to complete the repairs to the Levee/Floodwall System for the 2018 construction season. The Temporary Easement Agreement is attached for review. This easement is part of Lots 2, 3, and 4 of Auditor's Mill Company Plat.

The Engineering Division recommends that the Temporary Easement Agreement with Westernhome Independent Living Services, INC. be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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



Prepared by: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613 (319) 268-5164

**TEMPORARY EASEMENT**

The undersigned WESTERNHOME INDEPENDENT LIVING SERVICES, INC., (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Levee/Floodwall System Improvements Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto. This Easement shall expire the earlier of June 30, 2018, or upon completion of the levee project.

Said easement is granted over the following described real estate owned by Grantor to-wit:

That part of Lots Nos. 2, 3, and 4 of Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa described as follows:

Commencing at the intersection of the West line of Lot 3, in Block 6 of Original Town of Cedar Falls and the Northerly right of way line of 1<sup>st</sup> Street, point also being the most Westerly corner, on the Northerly right of way line of 1<sup>st</sup> Street, of Parcel F as described in Plat of Survey recorded in File 2013-00002681 in the Office of the Black Hawk County Recorder;

thence along the West line of said Lot 3, in Block 6 of Original Town of Cedar Falls North 01°06'31" West 88.97 feet to the Northwest corner of said Lot 3, point also being on the Southwesterly line of Lot 2 of said Auditor's Mill Company Plat;

thence continuing along the Northerly extension of said Lot 3, in Block 6 of Original Town of Cedar Falls North 01°06'31" West 27.05 feet to the Point of Beginning;

thence North 68°28 $\frac{3}{4}$ ' West 158' feet more or less to the centerline of an existing levee wall;

**Item H.2.o.**

thence along the centerline of said existing levee wall Easterly 609 feet more or less to the Westerly right of way line of Main Street;  
thence along said Westerly right of way line Southerly 50.0 feet;  
thence North 61°52¾' West 115.05 feet;  
thence North 19°34¾' West 76.55 feet;  
thence North 64°42½' West 82.14 feet;  
thence South 50°52¼' West 173.95 feet;  
thence South 68°28¾' East 150.8 feet;  
thence South 34°26½' West 71.8 feet;  
thence North 68°28¾' West 67.2 feet to the Point of Beginning.

Containing 33,250 square feet.

Note: The West line of said Lot 3, in Block 6 of Original Town of Cedar Falls is assumed to bear North 01°06'31" West for this description.

This easement shall be temporary in nature, terminating earlier of June 30, 2018, or upon completion of the levee project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

WESTERN HOME INDEPENDENT  
LIVING SERVICES, INC.

By *[Signature]*

STATE OF Iowa )  
 ) ss.  
COUNTY OF Black Hawk )

This instrument was acknowledged before me on 31<sup>st</sup> day of January, 2018, by Western Home Independent Living Services, INC.

*[Signature]*  
Notary Public in and for the State of -  
Iowa

My Commission Expires: 4/11/2020





ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC  
City Clerk

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, CMC, City Clerk of the City of Cedar Falls, Iowa.

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

My Commission Expires: \_\_\_\_\_





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** January 24, 2018

**SUBJECT:** Prairie West 7<sup>th</sup> Addition  
 Final Acceptance of Improvements  
 Project No. SU-182-3124

Construction work has been completed on the public improvements Prairie West 7<sup>th</sup> Addition. The project was designed by Clapsaddle Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls standard specifications. The project was inspected by the City of Cedar Falls Engineering Division and Clapsaddle Garber Associates.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process, and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the maintenance bond from the developer, Panther Farms, LLC, and the Prairie West 7<sup>th</sup> final plat.

Prairie West 7<sup>th</sup> Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for Prairie West 7<sup>th</sup> Addition.

Matthew Tolan, EI, Civil Engineer II

**January 24, 2018**

Date

att

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



SURETY BOND NO. SY93552

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, Panther Farms, LLC, as Principal (hereinafter the "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of **One Million One Hundred Forty-eight Thousand Five Hundred Eighteen and 30/100** dollars (\$ **1,148,518.30**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the 28th day of **August**, **2017**; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

**Paving, Sanitary Sewers, Storm Sewers, Watermain and Services, and Erosion Control-  
Prairie West 7th Addition**

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
  - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

## Item H.2.p.

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

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

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

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

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

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

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

Witness our hands, in triplicate, this 6th day of October, 2017.

Countersigned By:   
\_\_\_\_\_  
Signature of Agent

**Jason Styve**  
\_\_\_\_\_  
Printed Name of Agent


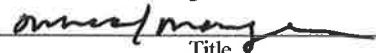
**Bushman Insurance & RE, Inc.**  
\_\_\_\_\_  
Company Name

**109 W. Main Street**  
\_\_\_\_\_  
Company Address

**Ossian, IA 52161**  
\_\_\_\_\_  
City, State, Zip Code

**1-563-532-9207**  
\_\_\_\_\_  
Company Telephone Number

**PRINCIPAL:**  
**Panther Farms, LLC**  
\_\_\_\_\_  
Principal

By:   
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title

**SURETY:**

**IMT Insurance Company**  
\_\_\_\_\_  
Surety Company  
By:   
\_\_\_\_\_  
Signature of Attorney-in-Fact  
**John Bednarz**  
\_\_\_\_\_  
Printed Name of Attorney-in-Fact

**IMT Insurance Company**  
\_\_\_\_\_  
Company Name

**4445 Corporate Drive**  
\_\_\_\_\_  
Company Address

**West Des Moines, IA 50266**  
\_\_\_\_\_  
City, State, Zip Code

**1-515-327-2844**  
\_\_\_\_\_  
Company Telephone Number

**NOTE:**

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

01262978-1\10283-000



INSURANCE

POWER OF ATTORNEY

No. 93552

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John Bednarz and Seth Cary

of West Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

\*\*\*\*\*Unlimited Amount\*\*\*\*\*

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 3rd day of October, 2017.

IMT Insurance Company

Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA
COUNTY OF POLK

ss:

On this 3rd day of October, 2017, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

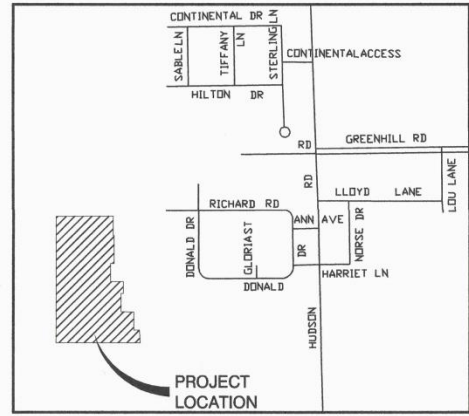
I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 6th day of October, 2017.

Dalene M. Holland
Dalene Holland, Secretary



# FINAL PLAT PRAIRIE WEST 7TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



VICINITY MAP  
NOT TO SCALE

### LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET  
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND  
1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162  
UNLESS OTHERWISE NOTED
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC  
ID CAP #17162
- ( ) RECORDED AS
- PUE PUBLIC UTILITY EASEMENT

NOTE:  
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA  
STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN  
10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.

### LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES  
TRAVIS R. STEWART, PLS  
16 EAST MAIN STREET  
MARSHALLTOWN, IOWA 50158  
641) 752-6701

### PROPRIETOR

PANTHER FARMS L.L.C.  
2202 COLLEGE STREET  
CEDAR FALLS, IA 50613

### DEVELOPER

BRIAN WINGERT  
3006 ROWND STREET  
CEDAR FALLS, IOWA 50613

### ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

### SHEET INDEX

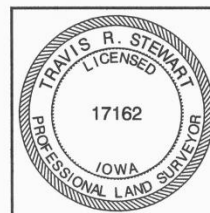
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 & 3	FINAL PLAT

### LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	N89°44'32"E	8.90'
L2	S89°44'32"W	36.84'
L3	S89°44'32"W	23.05'
L4	N89°44'32"E	32.99'

A CERTAIN PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26; THENCE, N89°44'32"E 594.10' ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 26 TO THE NORTHWEST CORNER OF LOT 8 OF PRAIRIE WEST 5TH ADDITION; THENCE, S0°15'28"E 205.00' ALONG A WESTERLY LINE OF SAID PRAIRIE WEST 5TH ADDITION TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEIGH LANE; THENCE, N89°44'32"E 8.90' ALONG SAID SOUTH RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 9 OF PRAIRIE WEST 5TH ADDITION; THENCE, S0°15'28"E 290.00' ALONG THE WEST LINE OF SAID LOT 9 AND THE WEST LINE OF LOT 10 OF PRAIRIE WEST 5TH ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF RICHARD ROAD; THENCE, S89°44'32"W 36.84' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S0°15'28"E 185.00' ALONG A WESTERLY LINE OF PRAIRIE WEST 5TH ADDITION AND PRAIRIE WEST 6TH ADDITION TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PRAIRIE WEST 6TH ADDITION; THENCE, N89°44'32"E 132.20' ALONG THE SOUTH LINE OF LOTS 1 AND 2 OF SAID PRAIRIE WEST 6TH ADDITION TO THE NORTHWEST CORNER OF LOT 3 OF SAID PRAIRIE WEST 6TH ADDITION; THENCE, S0°15'28"E 125.00' ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BLYTH BOULEVARD; THENCE, S89°44'32"W 23.05' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE, S0°15'28"E 190.00' ALONG A WESTERLY LINE OF SAID PRAIRIE WEST 6TH ADDITION TO THE SOUTHWEST CORNER OF LOT 4 OF PRAIRIE WEST 6TH ADDITION; THENCE, S89°21'43"E 130.82' ALONG THE SOUTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF LOT 5 OF PRAIRIE WEST 6TH ADDITION TO THE NORTHWEST CORNER OF LOT 6 OF PRAIRIE WEST 6TH ADDITION; THENCE, S0°15'28"E 187.95' ALONG A WESTERLY LINE OF SAID PRAIRIE WEST 6TH ADDITION TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ANDY AVENUE; THENCE, N89°44'32"E 32.99' ALONG SAID SOUTH RIGHT OF WAY LINE, ALSO BEING THE NORTH LINE OF LOT 25 OF SAID PRAIRIE WEST 6TH ADDITION; THENCE, EASTERLY 23.75' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING OF N87°52'04"E AND A DISTANCE OF 23.75' ALONG SAID NORTH RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOT 7 OF SAID PRAIRIE WEST 6TH ADDITION; THENCE, S4°00'25"E 133.20' ALONG THE WEST LINE OF SAID LOT 7 TO THE SOUTHWEST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, S89°58'41"W 874.29' ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, N0°08'18"W 1313.54' ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26 TO THE POINT OF BEGINNING, CONTAINING 20.31 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DATE PREPARED : 5-31-2017



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

Signature: *Travis R. Stewart* Date: 9/29/2017

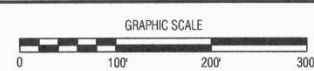
Travis R. Stewart, PLS  
Iowa License Number 17162  
My license renewal date is December 31, 2017

Pages or sheets covered by this seal: Sheets 1, 2, and 3



### Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	23.75'	363.00'	3°44'57"	N87°52'04"E	23.75'



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DESIGNED: CAQ DATE: 5-31-2017  
DRAWN: CAQ DATE: 5-31-2017  
CHECKED: ACD DATE: 5-31-2017  
APPROVED: TRS DATE: 5-31-2017

PRAIRIE WEST 7TH ADDITION  
CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5491.05  
SHEET NO. 1 OF 3

-189-

D:\5491 Prairie West 7th Addition Final Plat.dwg - Sheet 1 - 08-10-17 - 4:57pm - cap288

Item H.2.p.



CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	42.10'	85.00'	28°22'45"	S75°33'10"W	41.67'
C2	44.36'	85.00'	29°53'58"	S46°24'48"W	43.86'
C3	46.88'	85.00'	31°36'08"	S15°39'46"W	46.29'
C4	39.22'	25.00'	89°52'50"	S44°48'07"W	35.32'
C5	39.22'	25.00'	89°52'50"	N44°48'07"E	35.32'
C6	39.32'	25.00'	90°07'10"	S45°11'53"E	35.39'
C7	39.32'	25.00'	90°07'10"	N45°11'53"W	35.39'
C8	39.22'	25.00'	89°52'50"	S44°48'07"W	35.32'
C9	39.32'	25.00'	90°07'10"	S45°11'53"E	35.39'
C10	39.22'	25.00'	89°52'50"	S44°48'07"W	35.32'
C11	5.49'	85.00'	3°42'09"	S1°59'23"E	5.49'
C12	54.59'	85.00'	36°47'39"	S22°14'16"E	53.65'
C13	56.44'	85.00'	38°02'35"	S59°39'23"E	55.41'
C14	17.18'	85.00'	11°34'48"	S84°28'04"E	17.15'
C15	39.32'	25.00'	90°07'10"	S45°11'53"E	35.39'
C16	23.75'	363.00'	3°44'57"	N87°52'04"E	23.75'
C17	23.75'	363.00'	3°44'57"	N87°52'04"E	23.75'
C18	210.82'	45.00'	268°25'36"	S0°08'18"E	64.51'
C19	133.34'	85.00'	89°52'50"	S44°48'07"W	120.08'
C20	133.69'	85.00'	90°07'10"	S45°11'53"E	120.33'

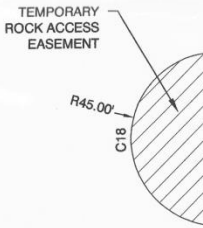
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L2	S89°44'32"W	36.84'
L3	S89°44'32"W	23.05'
L4	N89°44'32"E	32.99'

LOT(S)	FEET
1	10.0'
2	10.0'
3	10.0'
4	10.1'
5	7.6'
6	7.9'
7	7.5'
8	7.5'
9	10.0'
10	10.0'
11	9.0'
12	9.0'
13	9.0'
14	9.0'
15	9.0'
16	7.6'
17	7.6'
18	7.8'

LOT(S)	FEET
19	8.2'
20	8.2'
21	8.2'
22	8.2'
23	8.2'
24	8.2'
25	8.2'
26	8.3'
27	8.3'
28	8.3'
29	8.31'
30	8.3'
31	8.3'
32	10.0'
33	10.0'
34	9.2'
35	9.2'
36	9.2'

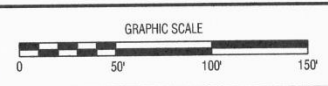
LOT(S)	FEET
37	9.2'
38	9.7'
39	9.7'
40	9.7'
41	9.7'
42	10.0'
43	10.0'
44	8.6'
45	8.6'
46	8.6'
47	9.8'
48	9.8'
49	9.8'
50	10.0'
51	10.0'
52	9.8'
53	9.8'
54	9.8'

UNPLATTED



-190-

S:\5491 Prairie West 7th Addition Final Plat.dwg Survey\5491 7th Addition Final Plat Sheet 2.dwg - SHEET 2 - 08-10-17 - 4:50pm - cad208



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsdill-Garber Associates, Inc.  
1523 S. Bell Ave. Suite 101  
Ames, Iowa 50010  
Ph 515-232-1794  
www.cgaconsultants.com

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
DRAWN: CAQ DATE: 5-27-2017  
CHECKED: ACD DATE: 5-27-2017  
APPROVED: IRS DATE: 5-27-2017

**PRAIRIE WEST 7TH ADDITION**  
CEDAR FALLS, IOWA

**FINAL PLAT**

PROJECT NO. 5491.05  
SHEET NO. 2 OF 3

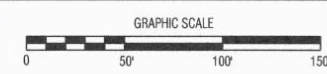


-191-

UNPLATTED



\\s5491\Prarie West 7th Addition Final Plat\dwg\Survey\5491 7th Addition Final Plat Sheet 2.dwg - SHEET 3 - 08-10-17 - 4:55pm - caq288



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Carber Associates, Inc.  
1523 S. Bell Ave. Suite 101  
Ames, Iowa 50010  
Ph 515-233-1784  
www.cgaconsultants.com

DESIGNED: - DATE: -  
DRAWN: CAQ DATE: 5-27-2017  
CHECKED: ACD DATE: 5-27-2017  
APPROVED: TRS DATE: 5-27-2017

**PRAIRIE WEST 7TH ADDITION**  
CEDAR FALLS, IOWA

**FINAL PLAT**

PROJECT NO. 5491.05  
SHEET NO. 3 OF 3

Item H.2.p.





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM  
Administration Division

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Matthew Tolan, EI, Civil Engineer II  
**DATE:** January 23, 2018  
**SUBJECT:** 2017 Sidewalk Assessment Project, Zone 8  
Project No. SW-000-3112  
Contract Final Out

The 2017 Sidewalk Assessment Project for Zone 8 is completed and ready for final acceptance. The project repaired deficient sidewalk adjacent to private property. The project will assess the cost of repair to the property owner.

Please find attached the Final Pay Estimate for Feldman Concrete. The lien waivers and necessary forms have been received and have been forwarded to the City Clerk's Office. Feldman Concrete's supplier for this project was Croell, Inc.

The 2017 Sidewalk Assessment Project for Zone 8 has been completed in reasonable compliance with the project plans and specifications. I recommend that the City Council approve and accept the 2017 Sidewalk Assessment Project for Zone 8.

 1/23/18  
Matthew Tolan, EI Date

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



ESTIMATE NO. 3 Final

DATE: December 13, 2017  
 CONTRACT AMOUNT : \$39,979.20  
 CONTRACTOR : Feldman Concrete

**CITY OF CEDAR FALLS, IOWA  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 ENGINEERING DIVISION  
 BI-WEEKLY ESTIMATE  
 BID ITEM COSTS**

**PROJECT NAME : 2017 Sidewalk Assessment Project**  
 CITY PROJECT NO. : SW - 000 - 3112

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
+1	REMOVAL OF SIDEWALK, P.C.C.	4,708.80	S.F.	4,020.40	\$1.75	\$7,035.70	85.4
+2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	3,809.20	S.F.	3,243.20	\$4.75	\$15,405.20	85.1
+3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	899.60	S.F.	777.20	\$5.75	\$4,468.90	86.4
+4	TOPSOIL, FURNISH AND SPREAD	23.48	C.Y.	20.13	\$50.00	\$1,006.50	85.7
+5	SEEDING, FERTILIZING AND MULCHING	1,898.40	S.F.	1,626.90	\$1.00	\$1,626.90	85.7
+6	WATER SERVICE CURB STOP ADJUSTMENT	1.00	EACH	1.00	\$1,000.00	\$1,000.00	100.0
+7	GRANULAR BACKFILL	20.00	TONS	0.00	\$20.00	\$0.00	0.0
+8	TRAFFIC CONTROL	1.00	L.S.	1.00	\$4,000.00	\$4,000.00	100.0
						<b>\$34,543.20</b>	

Percent of Work Done to Date : 86.0%

CHECKED BY:

*Matthew Tolan*

Prepaid Inventory Value : \$0.00

(See Attachment)

SIGNED:

MATTHEW TOLAN,  
 CIVIL ENGINEER II

Total Project Cost (Bid) \$39,979.20

Deduction : \$0.00

Less Retained Percentage (5%) :                     

Less Previous Payments : \$32,799.41

AMOUNT DUE THIS ESTIMATE : \$1,743.79

ITEM DENOTATION :

+ = Final Quantity

THIS FINAL PAY ESTIMATE, AS SUBMITTED, HAS BEEN REVIEWED AND IS APPROVED BY FELDMAN CONCRETE:

PRINTED NAME: BRUCE S. FELDMAN

SIGNATURE: *Bruce S. Feldman*

**RECEIVED**

**JAN 12 2018**

**COMMUNITY DEVELOPMENT  
 DEPARTMENT**





**Performance, Payment and Maintenance Bond**

SURETY BOND NO. IAC67830

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Thirty-Nine Thousand Nine Hundred Seventy Nine Dollars and Twenty Cents (\$39,979.20), 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 7<sup>th</sup> day of August, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2017 Sidewalk Assessment Project  
Project #SW-000-3112**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. SW-000-31112

Witness our hands, in triplicate, this 7th day of August, 2017.

**Surety Countersigned By:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**PRINCIPAL:**

Feldman Concrete  
Contractor

By: Bruce G Feldman  
Signature  
Bruce Feldman Owner  
Title

**SURETY:**

Merchants Bonding Company  
Surety Company

By: Diana K Hedrick  
Signature Attorney-in-Fact Officer

Diana K. Hedrick  
Printed Name of Attorney-in-Fact Officer

Tricor Insurance  
Company Name

600 Star Brewery Dr. #110  
Company Address

Dubuque, IA 52001  
City, State, Zip Code

563-556-5441  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**NOTE:**

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

IAC 67830

# MERCHANTS BONDING COMPANY

## 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,

Diana K. Hedrick

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 26th day of July, 2017.

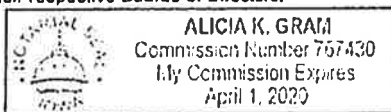


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 26th day of July, 2017, 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 7th day of August, 2017.



*William Warner Jr.*  
Secretary

POA 0018 (3/17)





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** January 24, 2018

**SUBJECT:** 2017 Sidewalk Assessment Project, Zone 8  
Project No. SW-000-3122  
Presentation of Final Statement of Expenditures for Material and Labor

The 2017 Sidewalk Assessment Project for Zone 8 is completed and ready for assessment. The project repaired deficient sidewalk adjacent to 109 private properties for a total assessment cost of \$34,543.20.

In 2015, approximately 550 notices were sent out for defective or missing sidewalk. The notices informed the property owners of their responsibility to repair the adjacent sidewalk. If the property owners didn't repair the sidewalk, the City would repair the sidewalk and assess the property. Eighty percent of the property owners notified repaired the defective or missing sidewalk, and twenty percent of the property owners notified did not repair the defective or missing sidewalk. The average cost of defective sidewalk is \$316.91 with the highest cost at approximately \$1,674.30.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2017 Sidewalk Assessment Project for Zone 8.

I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2017 Sidewalk Assessment Project for Zone 8.

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





2017 SIDEWALK ASSESSMENT PROJECT  
CITY PROJECT NUMBER SW - 000 - 3112

Final Statement of Expenditures for Material and Labor

Grant Funding

Property Owner	Mailing Address	City	State	Zip Code	Address or Location	Legal Description	Item No. 1 Removal of Sidewalk (S.F.)	Unit Price	Extended price	Item No. 2 Sidewalk Replacement 4" (S.F.)	Unit Price	Extended price	Item No. 3 Sidewalk Replacement 6" (S.F.)	Unit Price	Extended price	Item No. 4 Topsoil (C.Y.)	Unit Price	Extended price	Item No. 5 Seeding (S.F.)	Unit Price	Extended price	Item No. 6 Curb Stop (EACH)	Unit Price	Extended price	Item No. 7 Granular Backfill (Tons)	Unit Price	Extended price	Item No. 8 Traffic Control (L.S.)	Unit Price	Extended price	Total Cost of Replacement or Installation
Michael Niedert	3313 Boulder Drive	Cedar Falls	IA	50613	3313 Boulder Drive	8914-24-230-028	35.60	\$1.75	\$62.30	0.00	\$4.75	\$0.00	35.60	\$5.75	\$204.70	0.00	\$50.00	\$0.00	0.00	\$1.00	\$0.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$303.70
Karen Lutz	3406 Boulder Drive	Cedar Falls	IA	50613	3406 Boulder Drive	8914-24-280-001	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Rev Massey	1940 13th Ave. NE	Dyersville	IA	52040	711 Lilac Lane	8914-24-280-002	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Nicole Nielsen	717 Lilac Lane	Cedar Falls	IA	50613	717 Lilac Lane	8914-24-280-003	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Lydihya Borjup	723 Lilac Lane	Cedar Falls	IA	50613	723 Lilac Lane	8914-24-280-004	31.60	\$1.75	\$55.30	31.60	\$4.75	\$150.10	0.00	\$5.75	\$0.00	0.20	\$50.00	\$10.00	15.80	\$1.00	\$15.80	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$267.90
Wegmann Real Estate Compay LLC	1006 Indigo Street	Grundy Center	IA	50638	806 Lilac Lane	8914-24-277-008	16.00	\$1.75	\$28.00	0.00	\$4.75	\$0.00	16.00	\$5.75	\$92.00	0.00	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$156.70
Ricky Retherath	1009 Lilac Lane	Cedar Falls	IA	50613	1009 Lilac Lane	8913-19-152-002	32.40	\$1.75	\$56.70	16.40	\$4.75	\$77.90	0.00	\$5.75	\$92.00	0.12	\$50.00	\$6.00	10.30	\$1.00	\$10.30	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$279.60
Eugene Hoffert	1027 Lilac Lane	Cedar Falls	IA	50613	1027 Lilac Lane	8913-19-152-005	36.00	\$1.75	\$63.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$115.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$303.70
Annika Anderberg	1107 Lilac Lane	Cedar Falls	IA	50613	1107 Lilac Lane	8913-19-152-008	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Jesús Guzman	211 S. Southridge Road	Marshalltown	IA	50158	717 Calumett Drive	8914-24-281-003	15.20	\$1.75	\$26.60	15.20	\$4.75	\$72.20	0.00	\$5.75	\$0.00	0.09	\$50.00	\$4.50	7.60	\$1.00	\$7.60	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$147.60
John Tomies	718 Calumett Drive	Cedar Falls	IA	50613	718 Calumett Drive	8914-24-280-012	50.40	\$1.75	\$88.20	31.20	\$4.75	\$148.20	19.20	\$5.75	\$110.40	0.19	\$50.00	\$9.50	15.60	\$1.00	\$15.60	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$468.60
Steven Welch	723 Calumett Drive	Cedar Falls	IA	50613	723 Calumett Drive	8914-24-281-004	20.00	\$1.75	\$35.00	0.00	\$4.75	\$0.00	20.00	\$5.75	\$115.00	0.00	\$50.00	\$0.00	0.00	\$1.00	\$0.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$186.70
Nathan Rodemaker	5219 Marius Drive	Cedar Falls	IA	50613	1034 Calumett Drive	8913-19-152-019	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Brian Baird	3506 Boulder Drive	Cedar Falls	IA	50613	3506 Boulder Drive	8914-24-281-011	53.60	\$1.75	\$93.80	32.00	\$4.75	\$152.00	21.60	\$5.75	\$124.20	0.20	\$50.00	\$10.00	16.00	\$1.00	\$16.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$432.70
Suzanne Oshita	1119 Calumett Drive	Cedar Falls	IA	50613	1119 Calumett Drive	8913-19-153-010	32.00	\$1.75	\$56.00	32.00	\$4.75	\$152.00	0.00	\$5.75	\$0.00	0.20	\$50.00	\$10.00	16.00	\$1.00	\$16.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$270.70
Kimberly Loeckie	3406 Woodridge Drive	Cedar Falls	IA	50613	3406 Woodridge Drive	8913-19-152-011	110.00	\$1.75	\$192.50	110.00	\$4.75	\$522.50	0.00	\$5.75	\$0.00	0.58	\$50.00	\$29.00	46.60	\$1.00	\$46.60	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$827.30
Salah Mohammed Al Shekaahmed	304 Orchard Drive	Cedar Falls	IA	50613	304 Orchard Drive	8914-24-252-016	32.00	\$1.75	\$56.00	32.00	\$4.75	\$152.00	0.00	\$5.75	\$0.00	0.20	\$50.00	\$10.00	16.00	\$1.00	\$16.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$270.70
Willie Hiescock	3510 Dallas Drive	Cedar Falls	IA	50613	3510 Dallas Drive	8914-24-278-010	49.20	\$1.75	\$86.10	49.20	\$4.75	\$233.70	0.00	\$5.75	\$0.00	0.30	\$50.00	\$15.00	24.60	\$1.00	\$24.60	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$396.10
Kelly Barber	417 Orchard Drive	Cedar Falls	IA	50613	417 Orchard Drive	8914-24-401-008	33.60	\$1.75	\$58.80	33.60	\$4.75	\$159.60	0.00	\$5.75	\$0.00	0.21	\$50.00	\$10.50	16.80	\$1.00	\$16.80	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$280.60
Timothy Nieman	718 Orchard Drive	Cedar Falls	IA	50613	718 Orchard Drive	8914-24-281-016	19.60	\$1.75	\$34.30	19.60	\$4.75	\$93.10	0.00	\$5.75	\$0.00	0.12	\$50.00	\$6.00	9.80	\$1.00	\$9.80	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$179.60
Rebecca Davis	806 Orchard Drive	Cedar Falls	IA	50613	806 Orchard Drive	8914-24-281-019	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Cedar Falls Church Inc	805 Orchard Drive	Cedar Falls	IA	50613	805 Orchard Drive	8914-24-427-003	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Glenda Johnson	1314 Orchard Drive	Cedar Falls	IA	50613	1314 Orchard Drive	8913-19-180-008	16.00	\$1.75	\$28.00	16.00	\$4.75	\$76.00	0.00	\$5.75	\$0.00	0.10	\$50.00	\$5.00	8.00	\$1.00	\$8.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$153.70
Jamison Moser	1319 Orchard Drive	Cedar Falls	IA	50613	1319 Orchard Drive	8913-19-326-033	34.80	\$1.75	\$60.90	34.80	\$4.75	\$165.30	0.00	\$5.75	\$0.00	0.22	\$50.00	\$11.00	17.40	\$1.00	\$17.40	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$291.30
Thomas Keating	3607 Carlton Drive	Cedar Falls	IA	50613	3607 Carlton Drive	8913-19-326-032	128.00	\$1.75	\$224.00	128.00	\$4.75	\$608.00	0.00	\$5.75	\$0.00	0.79	\$50.00	\$39.50	64.00	\$1.00	\$64.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$972.20
Rosemary Homick	1500 Orchard Drive	Cedar Falls	IA	50613	1500 Orchard Drive	8913-19-311-014	47.60	\$1.75	\$83.30	47.60	\$4.75	\$226.10	0.00	\$5.75	\$0.00	0.28	\$50.00	\$14.50	23.80	\$1.00	\$23.80	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$346.60
Joan Stanton	3526 Homeway Drive	Cedar Falls	IA	50613	3526 Homeway Drive	8913-19-182-017	15.60	\$1.75	\$27.30	15.60	\$4.75	\$74.10	0.00	\$5.75	\$0.00	0.09	\$50.00	\$5.00	7.80	\$1.00	\$7.80	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$150.90
Bradley Frederickson	1703 Orchard Drive	Cedar Falls	IA	50613	1703 Orchard Drive	8913-19-401-001	15.20	\$1.75	\$26.60	15.20	\$4.75	\$72.20	0.00	\$5.75	\$0.00	0.09	\$50.00	\$4.50	7.60	\$1.00	\$7.60	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$147.60
Jeffrey Lestina	3520 McClain Drive	Cedar Falls	IA	50613	3520 McClain Drive	8913-19-252-005	48.40	\$1.75	\$84.70	48.40	\$4.75	\$229.90	0.00	\$5.75	\$0.00	0.30	\$50.00	\$15.00	24.00	\$1.00	\$24.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$390.50
Gene Lutz	1921 Orchard Drive	Cedar Falls	IA	50613	1921 Orchard Drive	8913-19-401-010	32.40	\$1.75	\$56.70	32.40	\$4.75	\$153.90	0.00	\$5.75	\$0.00	0.20	\$50.00	\$10.00	16.00	\$1.00	\$16.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$273.50
Kurt Kautin	1931 Orchard Drive	Cedar Falls	IA	50613	1931 Orchard Drive	8913-19-401-011	97.60	\$1.75	\$170.80	64.00	\$4.75	\$304.00	33.60	\$5.75	\$193.20	0.40	\$50.00	\$20.00	32.00	\$1.00	\$32.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$756.70
John Gilbert	1911 Orchard Drive	Cedar Falls	IA	50613	1911 Orchard Drive	8913-19-401-009	16.00	\$1.75	\$28.00	0.00	\$4.75	\$0.00	16.00	\$5.75	\$92.00	0.00	\$50.00	\$0.00	0.00	\$1.00	\$0.00	0.00	\$1,000.00	\$0.00	\$200.00	\$0.00	\$200.00	0.00	\$4,000.00	\$36.70	\$156.70
Harvest Home Retirement	P.O. Box 123109	Nashville	TN	37211	2603 Orchard Drive	8913-20-301-003	86.40	\$1.75	\$151.20	86.40	\$4.75	\$410.88	0.00	\$5.75	\$0.00	0.51	\$50.00	\$29.25	48.20												





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 18, 2018

**SUBJECT:** 2017 Street Reconstruction Project  
 Project No.: RC – 000 – 3119  
 Project Final Out

The 2017 Street Reconstruction Project is completed and ready for final acceptance. This project reconstructed 0.64 miles of City streets and was under contract with Peterson Contractors Inc. of Reinbeck, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Peterson Contractors Inc.

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

<p><u>Peterson Contractors Inc. suppliers:</u>  <i>Benton's Ready Mixed Concrete Inc.</i>  <i>BMC Aggregates LC</i>  <i>Coleman Moore Company</i>  <i>Forterra</i>  <i>Rusty Leymaster Tile</i>  <i>Triple D Enterprises LLP</i>  <i>Utility Equipment</i></p>	<p><u>Peterson Contractors Inc.</u>  <u>Subcontractors including subcontractor suppliers:</u>  <i>Cunningham Construction Co.</i>  <i>- Benton's Ready Mixed Concrete Inc.</i>  <i>- Construction Material Inc.</i>  <i>Laser Line Striping and Sweeping</i>  <i>- Diamond Vogel</i>  <i>- Lyle Signs, Inc.</i>  <i>- Xcessories Squared</i>  <i>Matthias Landscaping</i>  <i>- Oleson Sod</i>  <i>MELI, LLC</i>  <i>- Benton's Ready Mixed Concrete Inc.</i>  <i>- Stetson Building Products, Inc.</i>  <i>- Utility Equipment</i>  <i>Service Signing, LC</i>  <i>Todd Van Dorn Construction</i>  <i>-Benton's Ready Mixed Concrete Inc.</i>  <i>-Logan Contractors Supply</i>  <i>-Stetsons Building Products, Inc.</i></p>
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## Item H.2.s.

This project was primarily funded by the “Local Option Sales Tax”. Following is a breakdown of final contract costs for items that were not funded by the “Local Option Sales Tax” and their funding source:

-New water main on W. 4<sup>th</sup> Street and W. 6th Street, all funded by CFU: \$256,185.71.

-Sanitary Sewer Repairs funded by the Sewer Rental Fund: \$15,900.00.

-Sidewalk Infill (Convair Lane & Bonita Blvd) funded by General Obligation Bonds: \$7,269

I certify that the public improvements for the 2017 Street Reconstruction Project were completed in reasonable compliance with the project plans and specifications.

---

Chase Schrage

Date

att

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



PAY ESTIMATE : #15 FINAL  
 DATE : 1/5/2018  
 CONTRACT AMOUNT : \$1,686,480.57  
 CONTRACTOR : Peterson Contractors, Inc.

CITY OF CEDAR FALLS  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 ENGINEERING DIVISION  
 BI-WEEKLY  
 BID ITEM COSTS

**Item H.2.s.**

PROJECT NAME : 2017 Street Reconstruction  
 CITY PROJECT # : RC-000-3119

BID ITEMS

ITEM NUMBER	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	INSTALLED UNITS TO DATE	VALUE COMPLETED	ITEM % COMPLETE
1	REMOVAL OF PAVEMENT	S.Y.	13589.0	\$4.40	\$59,791.60	13,589.0	\$59,791.60	100.00% +
2	REMOVAL OF A.C.C. SURFACING	S.Y.	13589.0	\$3.40	\$46,202.60	13,589.0	\$46,202.60	100.00% +
3	REMOVAL OF DRIVEWAY	S.Y.	1226.0	\$3.65	\$4,474.90	1,226.0	\$4,474.90	100.00% +
4	REMOVAL OF SIDEWALK	S.Y.	486.70	\$3.65	\$1,776.46	661.6	\$2,414.84	135.94% +
5	REMOVALS AS PER PLAN	UNITS	41.80	\$400.00	\$16,720.00	46.5	\$18,600.00	111.24% +
6	SAW CUTTING FOR REMOVALS	L.F.	792.0	\$5.50	\$4,356.00	927.0	\$5,098.50	117.05% +
7	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	4675.0	\$10.00	\$46,750.00	4,675.0	\$46,750.00	100.00% +
8	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	465.9	\$10.25	\$4,775.48	165.0	\$1,691.25	35.42% +
9	EXCAVATION, CLASS 12, BOULDERS	C.Y.	40.0	\$20.00	\$800.00	10.0	\$200.00	25.00% +
10	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	4307.0	\$38.35	\$165,173.45	4,370.0	\$167,589.88	101.46% +
11	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	8305.4	\$42.75	\$355,055.85	8,434.8	\$360,585.99	101.56% +
12	COMPACTION OF SUBGRADE	STA.	34.2	\$225.00	\$7,695.00	16.8	\$3,780.00	49.12% +
13	GEOGRID	S.Y.	7743.0	\$3.10	\$24,003.30	4,171.0	\$12,930.10	53.87% +
14	GRANULAR SUBBASE, 12 IN.	S.Y.	14489.00	\$13.30	\$192,703.70	12,600.6	\$167,588.51	86.97% +
15	SURFACING, 1-INCH ROADSTONE	TONS	80.0	\$21.25	\$1,700.00	28.8	\$608.60	35.80% +
16	TOPSOIL, FURNISH & SPREAD	C.Y.	1017.5	\$14.00	\$14,245.00	1,018.5	\$14,259.00	100.10% +
17	SOD, PROVIDE AND PLACE	S.F.	54769.0	\$0.52	\$28,479.88	72,869.6	\$37,892.20	133.05% +
18	WATERING SOD	M-GAL	40.0	\$140.00	\$5,600.00	45.5	\$6,370.00	113.75% +
19	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	1226.0	\$40.00	\$49,040.00	1,286.8	\$51,472.00	104.96% +
20	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	446.1	\$36.00	\$16,059.60	738.9	\$26,600.40	165.64% +
21	PEDESTRIAN RAMPS, P.C.C., 6 IN., CLASS "C"	S.Y.	125.1	\$55.00	\$6,880.50	154.8	\$8,514.00	123.74% +
22	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	272.0	\$28.00	\$7,616.00	308.0	\$8,624.00	113.24% +
23	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	20.0	\$200.00	\$4,000.00	0.0	\$0.00	0.00% +
24	PATCH, HMA (ST) SURFACE, 1/2 IN., NO FRIC.	TONS	20.0	\$225.00	\$4,500.00	0.0	\$0.00	0.00% +
25	INTAKE, SW-507	EACH	1.0	\$3,700.00	\$3,700.00	1.0	\$3,700.00	100.00% +
26	INTAKE, SW-508	EACH	3.0	\$4,400.00	\$13,200.00	3.0	\$13,200.00	100.00% +
27	INTAKE, SW-509	EACH	1.0	\$4,300.00	\$4,300.00	1.0	\$4,300.00	100.00% +
28	INTAKE, TYPE B	EACH	6.0	\$3,700.00	\$22,200.00	6.0	\$22,200.00	100.00% +
29	INTAKE, TYPE D	EACH	13.0	\$4,700.00	\$61,100.00	14.0	\$65,800.00	107.69% +
30	MANHOLE, ADJUSTMENT, MINOR	EACH	6.0	\$1,000.00	\$6,000.00	7.0	\$7,000.00	116.67% +
31	MANHOLE, STORM SEWER, SW-401	EACH	7.0	\$2,850.00	\$19,950.00	7.0	\$19,950.00	100.00% +
32	MANHOLE, SANITARY SEWER, SW-301	EACH	2.0	\$3,650.00	\$7,300.00	2.0	\$7,300.00	100.00% +
33	SEWER, STORM, 15 IN. PLASTIC PERFORATED	L.F.	774.0	\$52.00	\$40,248.00	774.0	\$40,248.00	100.00% +
34	SEWER, STORM, 15 IN. R.C.P. 2000D	L.F.	270.0	\$50.00	\$13,500.00	270.0	\$13,500.00	100.00% +
35	SEWER, STORM, 18 IN. PLASTIC NON-PERFORATED	L.F.	18.0	\$65.00	\$1,170.00	9.0	\$585.00	50.00% +
36	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	55.0	\$57.00	\$3,135.00	55.0	\$3,135.00	100.00% +
37	SEWER, STORM, 36 IN. PLASTIC PERFORATED	L.F.	108.0	\$90.00	\$9,720.00	67.0	\$6,030.00	62.04% +
38	SEWER, STORM, 36 IN. R.C.P. 2000D	L.F.	29.0	\$115.00	\$3,335.00	0.0	\$0.00	0.00% +
39	CONCRETE COLLAR CONNECTION, SW-211	EACH	9.0	\$650.00	\$5,850.00	12.0	\$7,800.00	133.33% +
40	GRANULAR BACKFILL	TONS	400.0	\$24.15	\$9,660.00	388.6	\$9,385.41	97.16% +
41	SUBDRAIN, PERFORATED, 6 IN.	L.F.	6421.0	\$9.00	\$57,789.00	6,696.0	\$60,264.00	104.28% +
42	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	36.0	\$300.00	\$10,800.00	32.0	\$9,600.00	88.89% +
43	SUBDRAIN, SUMP PUMP TAP	EACH	43.0	\$260.00	\$11,180.00	41.0	\$10,660.00	95.35% +
44	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	40.0	\$16.00	\$640.00	10.0	\$160.00	25.00% +
45	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	27.0	\$500.00	\$13,500.00	31.0	\$15,500.00	114.81% +
46	TRAFFIC CONTROL	L.S.	1.0	\$5,000.00	\$5,000.00	1.0	\$5,000.00	100.00% +
47	FLAGGERS	DAYS	2.0	\$500.00	\$1,000.00	2.0	\$1,000.00	100.00% +
48	VALVE ADJUSTMENT	EACH	4.0	\$255.00	\$1,020.00	0.0	\$0.00	0.00% +
49	SPRINKLER HEADS, REMOVE & PLUG	EACH	4.0	\$125.00	\$500.00	0.0	\$0.00	0.00% +
50	PAVEMENT MARKINGS, PAINTED	STA.	7.60	\$24.00	\$182.40	12.9	\$309.60	169.74% +
51	PAVEMENT MARKINGS, PAINTED SYMBOLS	EACH	11.00	\$80.00	\$880.00	10.0	\$800.00	90.91% +
52	INTAKE WELL, SEDIMENT FILTER	EACH	23.0	\$230.00	\$5,290.00	0.0	\$0.00	0.00% +
53	INTAKE, SEDIMENT FILTER	L.F.	360.0	\$6.00	\$2,160.00	0.0	\$0.00	0.00% +
54	CLEANING OF SEDIMENT FILTER BASINS	EACH	21.0	\$150.00	\$3,150.00	0.0	\$0.00	0.00% +
55	SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	L.F.	393.0	\$8.00	\$3,144.00	364.0	\$2,912.00	92.62% +
56	RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	38.0	\$30.00	\$1,140.00	48.5	\$1,455.00	127.63% +
57	TYPE A SIGNS, ALUMINUM	S.F.	160.80	\$20.00	\$3,216.00	159.3	\$3,185.00	99.04% +
58	STREET SWEEPING	HRS	20.0	\$150.00	\$3,000.00	0.0	\$0.00	0.00% +
59	WATER MAIN, 4 IN. DIAMETER, S.J., D.I.P.	L.F.	30.0	\$58.50	\$1,755.00	24.5	\$1,433.25	81.67% +
60	WATER MAIN, 8 IN. DIAMETER, S.J., D.I.P.	L.F.	2450.0	\$55.50	\$135,975.00	2,390.0	\$132,645.00	97.55% +
61	WATER MAIN, 4 IN. DIAMETER, BEND, M.J. 90 DEGREES	EACH	10.0	\$225.00	\$2,250.00	10.0	\$2,250.00	100.00% +
62	WATER MAIN, 6 IN. DIAMETER, BEND, M.J. 45 DEGREES	EACH	1.0	\$250.00	\$250.00	2.0	\$500.00	200.00% +
63	WATER MAIN, 8 IN. DIAMETER, BEND, M.J. 90 DEGREES	EACH	4.0	\$250.00	\$1,000.00	4.0	\$1,000.00	100.00% +
64	WATER MAIN, 8 IN., X 8 IN. M.J. CROSS	EACH	2.0	\$450.00	\$900.00	2.0	\$900.00	100.00% +
65	WATER MAIN, 8 IN., X 8 IN. M.J. TEE	EACH	1.0	\$400.00	\$400.00	1.0	\$400.00	100.00% +
66	WATER MAIN, 8 IN., X 6 IN. M.J. X SWIVEL TEE	EACH	5.0	\$320.00	\$1,600.00	5.0	\$1,600.00	100.00% +
67	WATER MAIN, 8 IN. X 4 IN. M.J. X P.E. REDUCER	EACH	5.0	\$215.00	\$1,075.00	5.0	\$1,075.00	100.00% +
68	WATER MAIN, 8 IN. X 6 IN. M.J. X P.E. REDUCER	EACH	1.0	\$235.00	\$235.00	1.0	\$235.00	100.00% +
69	WATER MAIN, 4 IN. X 12 IN. SOLID, M.J. X M.J. SLEEVE	EACH	5.0	\$260.00	\$1,300.00	1.0	\$260.00	20.00% +
70	WATER MAIN, 6 IN. X 12 IN. SOLID, M.J. X M.J. SLEEVE	EACH	1.0	\$285.00	\$285.00	1.0	\$285.00	100.00% +
71	WATER MAIN, 8 IN. X 12 IN. SOLID, M.J. X M.J. SLEEVE	EACH	2.0	\$330.00	\$660.00	1.0	\$330.00	50.00% +
72	WATER MAIN, VALVE, 8 IN. M.J. GATE WITH BOX	EACH	11.0	\$1,900.00	\$20,900.00	11.0	\$20,900.00	100.00% +
73	WATER MAIN, 4 IN. M.J. CAP	EACH	5.0	\$120.00	\$600.00	4.0	\$480.00	80.00% +
74	WATER MAIN, 6 IN. M.J. CAP	EACH	1.0	\$135.00	\$135.00	2.0	\$270.00	200.00% +
75	WATER MAIN, 8 IN. M.J. CAP	EACH	2.0	\$155.00	\$310.00	2.0	\$310.00	100.00% +
76	HYDRANT ASSEMBLY	EACH	5.0	\$4,650.00	\$23,250.00	5.0	\$23,250.00	100.00% +
77	REMOVE HYDRANT ASSEMBLY	EACH	4.0	\$1,150.00	\$4,600.00	3.0	\$3,450.00	75.00% +
78	MECHANICAL JOINT RESTRAINT, 4 IN.	EACH	20.0	\$115.00	\$2,300.00	20.0	\$2,300.00	100.00% +
79	MECHANICAL JOINT RESTRAINT, 8 IN.	EACH	15.0	\$130.00	\$1,950.00	62.0	\$8,060.00	413.33% +
80	JOINT RESTRAINT GASKET, 4 IN.	EACH	20.0	\$135.00	\$2,700.00	0.0	\$0.00	0.00% +
81	JOINT RESTRAINT GASKET, 8 IN.	EACH	15.0	\$185.00	\$2,775.00	24.0	\$4,440.00	160.00% +
82	WATER SERVICE, SHORTSIDE, 3/4 IN.	EACH	18.0	\$965.00	\$17,370.00	17.0	\$16,405.00	94.44% +
83	WATER SERVICE, LONGSIDE, 3/4 IN.	EACH	6.0	\$1,400.00	\$8,400.00	7.0	\$9,800.00	116.67% +
84	WATER SERVICE, SHORTSIDE, 1 IN.	EACH	1.0	\$1,200.00	\$1,200.00	0.0	\$0.00	0.00% +
85	WATER SERVICE, LONGSIDE, 1 IN.	EACH	2.0	\$1,500.00	\$3,000.00	1.0	\$1,500.00	50.00% +
86	WATER SERVICE, SHORTSIDE, 4 IN.	EACH	1.0	\$2,600.00	\$2,600.00	0.0	\$0.00	0.00% +
87	WATER SERVICE, SHORTSIDE, 8 IN.	EACH	1.0	\$3,700.00	\$3,700.00	0.0	\$0.00	0.00% +
88	WATER MAIN, 8 IN. X 18 IN. HOLDING SPOOL	EACH	6.0	\$330.00	\$1,980.00	1.0	\$330.00	16.67% +
89	WATER MAIN, 8 IN. NITRIL GASKETS	EACH	13.0	\$140.00	\$1,820.00	2.0	\$280.00	15.38% +
90	PAVEMENT, STAND. OR SLIP-FORM, P.C.C. 8 IN., CLASS "C", COLORED	S.Y.	291.6	\$78.35	\$22,846.86	292.6	\$22,925.21	100.34% +
8000	WATER MAIN, FITTINGS	L.S.	1.0	\$6,915.00	\$6,915.00	1.0	\$6,915.00	100.00% +
8001	TRAFFIC CONTROL	L.S.	1.0	\$1,563.65	\$1,563.65	1.0	\$1,563.65	100.00% +
8002	COLD WEATHER PROTECTION	S.Y.	538.8	\$1.00	\$538.80	1,023.9	\$1,023.87	190.03% +

Total Amount of Work Done To Date : \$1,654,133.37

Percent of Work Done to Date : 98.0%

CHECKED BY:

Prepaid Inventory Value : \$0.00  
(See Attachment)

SIGNED:

Total Project Cost (Bid) \$1,695,498.02

*Chase Schrage*  
Civil Engineer I

Deduction : \$0.00

Less Retained Percentage (5%) : \$0.00

ITEM DENOTATION :

Less Previous Payments : \$1,572,912.17

+ = Final Quantity

AMOUNT DUE THIS ESTIMATE : \$81,221.20

The right to review partial pay estimates has been waived by :  
Peterson Contractors Inc.

Signed: *Matt Baller*  
Peterson Contractors Inc.



Performance, Payment and Maintenance Bond

SURETY BOND NO. 106649323

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million, Six Hundred Eighty Six Thousand, Four Hundred Eighty and 57/100 (\$ 1,686,480.57 ), 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 \_\_\_\_\_ day of \_\_\_\_\_, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2017 Street Reconstruction Project
Paving/ Subdrainage
Project RC-000-3119

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;

## Item H.2.s.

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

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

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

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

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

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



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

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

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

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

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

# Item H.2.s.

Project No. RC-000-3119

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

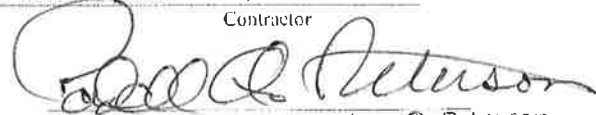
Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

Peterson Contractors, Inc.  
Contractor

By:



president  
Title

Signature Cordell Q. Peterson

Title

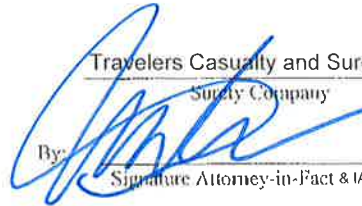
\_\_\_\_\_  
Printed Name of Agent

**SURETY:**

\_\_\_\_\_  
Company Name

Travelers Casualty and Surety Company of America  
Surety Company

\_\_\_\_\_  
Company Address



By:

Signature Attorney-in-Fact & IA Resident Agent

\_\_\_\_\_  
City, State, Zip Code

Anne Crowner

Printed Name of Attorney-in-Fact & IA Resident Agent

\_\_\_\_\_  
Company Telephone Number

Holmes, Murphy and Associates, LLC  
Company Name

**FORM APPROVED BY:**

P.O. Box 9207

Company Address

\_\_\_\_\_  
Attorney for Owner

Des Moines, IA 50306-9207

City, State, Zip Code

(515) 223-6800

Company Telephone Number

## NOTE:

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: 106649323
Principal: Peterson Contractors, Inc.
Obligee: City of Cedar Falls

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 22, 2018

**SUBJECT:** 2016 Public Sidewalk Repair, Pedestrian Ramp and Patching Project  
Project No. SW-000-3109  
Project Final Out

The 2016 Public Sidewalk Repair, Pedestrian Ramp and Patching Project is completed and ready for final acceptance. The project repaired deficient sidewalk adjacent to public property, installed new pedestrian ramps, and repaired utility patches. The project was under contract with Mike Dolan Concrete & Masonry Inc of Waterloo, Iowa.

Please find the following documents attached:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Mike Dolan Concrete & Masonry Inc.

The following lien wavers have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

- Aspro, Inc
- Service Signing
- Mike Dolan Concrete Suppliers
  - Benton Ready Mixed Concrete

This project was funded primarily by the General Obligation Bond. Following is a breakdown of final contract costs for items that were not funded by the General Obligation Bond and the funding sources:

- Work associated with spot repairs for watermain funded by CFU, \$74,476.20.

## Item H.2.t.

I certify that the public improvements for the 2016 Public Sidewalk Repair, Pedestrian Ramp and Patching Project were completed in reasonable compliance with the project plans and specifications.

\_\_\_\_\_  
Chase Schrage

\_\_\_\_\_  
Date

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, P.E., City Engineer  
Lisa Roeding, CMFO, Controller/City Treasurer

ESTIMATE NO. 5 FINAL

DATE: January 10, 2018  
 CONTRACT AMOUNT : \$94,243.4  
 CONTRACTOR : Mike Dolan Concrete and Masonry

**CITY OF CEDAR FALLS, IOWA  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 ENGINEERING DIVISION  
 BI-WEEKLY ESTIMATE  
 BID ITEM COSTS**

**PROJECT NAME : 2016 Sidewalk Repair, Pedestrian Ramp and Patching Project**  
 CITY PROJECT NO. : SW - 000 - 3109

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
+1	REMOVE SIDEWALK, P.C.C.	2,007.80	S.F.	2,103.00	\$2.00	\$4,206.00	104.7
+2	REMOVE CURB AND GUTTER, 2.5 FT., P.C.C.	13.00	L.F.	7.50	\$15.00	\$112.50	57.7
+3	PLACE SIDEWALK, P.C.C., CLASS "C", 4 INCH	2,701.40	S.F.	2,483.50	\$4.50	\$11,175.75	91.9
+4	PLACE SIDEWALK, P.C.C., CLASS "C", 6 INCH (PEDESTRIAN RAMPS)	320.90	S.F.	477.20	\$6.00	\$2,863.20	148.7
+5	PLACE DETECTABLE WARNING PANELS, PRECAST	88.00	S.F.	96.00	\$30.00	\$2,880.00	109.1
+6	PLACE CURB AND GUTTER, 2.5 FT., P.C.C., CLASS "C"	13.00	L.F.	7.30	\$25.00	\$182.50	56.2
+7	EXCAVATION, SIDEWALK	1,150.20	S.F.	1,150.20	\$2.00	\$2,300.40	100.0
+8	TOPSOIL, FURNISH AND SPREAD	19.88	C.Y.	33.01	\$50.00	\$1,650.50	166.0
+9	SEEDING, FERTILIZING, AND MULCHING	1,500.80	S.F.	2,579.20	\$1.50	\$3,868.80	171.9
+10	VALVE ADJUSTMENT	37.00	EACH	37.00	\$150.00	\$5,550.00	100.0
+11	MANHOLE ADJUSTMENT	2.00	EACH	2.00	\$300.00	\$600.00	100.0
+12	REMOVAL OF PAVEMENT	449.30	S.Y.	482.20	\$15.00	\$7,233.00	107.3
+13	UTILITY PATCH, P.C.C.	107.80	S.Y.	231.60	\$85.00	\$19,686.00	214.8
+14	UTILITY PATCH, A.C.C.	67.70	S.Y.	0.00	\$100.00	\$0.00	0.0
+15	UTILITY PATCH, COMPOSITE HMA/P.C.C.	273.80	S.Y.	344.40	\$110.00	\$37,884.00	125.8
+16	GRANULAR BACKFILL	100.00	TONS	0.00	\$25.00	\$0.00	0.0
+17	UNSTABLE MATERIAL, OVER EXCAVATION	50.00	C.Y.	0.00	\$40.00	\$0.00	0.0
+18	TRAFFIC CONTROL	1.00	L.S.	1.00	\$4,000.00	\$4,000.00	100.0

Total Amount of Work Done to Date : \$104,192.65

Percent of Work Done to Date : 111.0%

CHECKED BY:

*Chase Schrage*

SIGNED:

CHASE SCHRAGE  
 CIVIL ENGINEER I

Prepaid Inventory Value : \$0.00  
 (See Attachment)

Total Project Cost (Bid) \$94,243.40

Deduction : \$0.00

Less Retained Percentage (5%) : \$0.00

Less Previous Payments : \$98,983.02

AMOUNT DUE THIS ESTIMATE : \$5,209.63

ITEM DENOTATION :

+ = Final Quantity

Signed:

*Mike Dolan*  
 Mike Dolan Concrete and Masonry





Performance, Payment and Maintenance Bond

SURETY BOND NO. 2217131

KNOW ALL BY THESE PRESENTS:

That we, Mike Dolan Concrete & Masonry, Inc., as Principal (hereinafter the "Contractor" or "Principal" and North American Specialty Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Ninety Four Thousand Two Hundred Forty Three Dollars and Forty Cents (\$94,243.40), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 18th day of July, 2016, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2016 Public Sidewalk Repair, Pedestrian Ramp and Patching Project
Project #SW-000-3109

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:

## Item H.2.t.

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

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

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

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

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

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

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

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

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

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

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

# Item H.2.t.

Project No. SW-000-3109

Witness our hands, in triplicate, this 18th day of July, 2016.


Surety Countersigned By:

PRINCIPAL:

\_\_\_\_\_  
Signature of Agent

Mike Dolan Concrete & Masonry, Inc.  
Contractor

\_\_\_\_\_  
Printed Name of Agent

By:   
Signature  
President  
Title

\_\_\_\_\_  
Company Name

SURETY:

\_\_\_\_\_  
Company Address

North American Specialty Insurance Company  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By:   
Signature Attorney-in-Fact & IA Resident Agent

\_\_\_\_\_  
Company Telephone Number

Dione R Young  
Printed Name of Attorney-in-Fact & IA Resident Agent

Holmes, Murphy and Associates, LLC  
Company Name

FORM APPROVED BY:

P.O. Box 9207  
Company Address

\_\_\_\_\_  
Attorney for Owner

Des Moines, IA 50306-9207  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

## NOTE:

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,
CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN, LACEY CRAMLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of July, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 19, 2018

**SUBJECT:** 2016 Permeable Alley Project  
 Project No. ST-000-3085  
 Project Final Out

The 2016 Permeable Alley Project is completed and ready for final acceptance. The project installed a permeable pavement in four (4) alleys to treat stormwater runoff from adjacent paved surfaces.

Attached you will find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Mike Dolan Concrete and Masonry Inc.

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

<p><u>Mike Dolan Concrete &amp; Masonry Inc. suppliers:</u>  <i>Aspro</i>  <i>Benton's Ready Mixed Concrete Inc.</i>  <i>Cunningham Construction</i>  <i>Midland Concrete Products</i>  <i>Service Signing</i></p>	<p><u>Mike Dolan Concrete Inc. Subcontractors including subcontractor suppliers:</u>  <i>Bentons Sand and Gravel</i>                  - <i>BMC Aggregates</i>                  - <i>Leymaster tile</i>                  - <i>Utility Equipment</i>   <i>Matthias Landscaping</i>                  - <i>Midland Concrete Products</i></p>
--	--

Below is a breakdown of costs per alley:

1700 block of Tremont Street and Franklin Street: \$72,215.51  
 1700 block of Iowa Street and Tremont Street: \$57,197.57  
 1300 block of Walnut Street and Iowa Street: \$39,748.59  
 1400 block of Walnut Street and Iowa Street: \$57,632.54

Total Project Cost: \$226,794.21

## Item H.2.u.

This project was primarily funded by the Storm Water Fund. Following is a breakdown of final contract costs for items that were not funded by the Storm Water Fund and their funding source:

-Concrete alley approaches funded by Street Construction Fund \$19,461.24.

I certify that the public improvements for the 2016 Permeable Alley Project were completed in reasonable compliance with the project plans and specifications.

---

Chase Schrage

Date

xc: Jon Resler, P.E., City Engineer  
Nik Erickson, Engineering Technician II  
Lisa Roeding, CMFO, Controller/City Treasurer



ESTIMATE NO.: 7 - FINAL

CITY OF CEDAR FALLS

DATE: 2/10/2017

CONTRACT AMOUNT: \$215,424.93

DEPARTMENT OF COMMUNITY DEVELOPMENT

CONTRACTOR: Mike Dolan Masonry & Concrete, Inc.

BI-MONTHLY PAY ESTIMATE

PROJECT NO. ST-000-3085

BID ITEM COSTS

PROJECT NAME: 2016 PERMEABLE ALLEY PROJECT

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	TOTAL UNITS INSTALLED TO DATE	UNIT PRICE	TOTAL PRICE	% ITEM COMPLETION	
1*	TRAFFIC CONTROL	L.S.	4.0	4.0	\$500.00	\$2,000.00	100.00%	*
2*	REMOVAL OF CURB AND GUTTER	L.F.	218.0	241.4	\$5.00	\$1,207.15	110.75%	*
3*	REMOVAL OF DRIVEWAY	S.Y.	213.9	247.7	\$9.00	\$2,229.21	115.80%	*
4*	REMOVAL OF PAVEMENT	S.Y.	24.5	48.0	\$9.00	\$432.00	195.92%	*
5*	REMOVAL OF ACC SURFACE (MILLING)	S.Y.	24.5	0.0	\$2.00	\$0.00	0.00%	*
6*	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	888.0	1091.1	\$17.00	\$18,548.70	122.87%	*
7*	CURB & GUTTER, 2' WIDE, 6" THICK	L.F.	240.0	271.9	\$21.00	\$5,709.48	113.28%	*
8*	SIDEWALK, P.C.C. 6 IN. CLASS 'C'	S.F.	165.5	275.3	\$4.50	\$1,238.85	166.34%	*
9*	STORM SEWER TAP,	L.S.	3.0	3.0	\$175.00	\$525.00	100.00%	*
10*	SUBDRAIN, 6" PLASTIC PERFORATED	L.F.	975.0	1033.0	\$8.75	\$9,038.75	105.95%	*
11*	SUBDRAIN, 4" PLASTIC PERFORATED	L.F.	294.0	184.0	\$7.75	\$1,426.00	62.59%	*
12*	CLEANOUT, 6"	EACH	11.0	12.0	\$200.00	\$2,400.00	109.09%	*
13*	GEOTEXTILE FABRIC - PERMEABLE	S.Y.	1690.3	1915.4	\$3.25	\$6,225.05	113.32%	*
14*	STORAGE AGGREGATE - BASE LAYER (IDOT GRADATION #13, CLASS 2 - 3" CLEAN)	TONS	531.0	571.4	\$27.00	\$15,427.80	107.61%	*
15*	STONE AGGREGATE - CHOKER LAYER (IDOT GRADATION #3, CLASS 2 - 1" CLEAN)	TONS	239.5	387.4	\$25.00	\$9,685.50	161.76%	*
16*	GRANULAR SUBBASE, 12 IN.	S.Y.	568.4	472.3	\$22.00	\$10,390.38	83.09%	*
17*	1" ROADSTONE, 12 IN.	TONS	523.0	0.0	\$21.00	\$0.00	0.00%	*
18*	MANHOLE SW-602	EACH	1.0	1.0	\$2,450.00	\$2,450.00	100.00%	*
19*	PAVEMENT, STAND OR SLIP FORM P.C.C., 6 IN. TYPE 'C'	S.Y.	891.0	564.2	\$36.00	\$20,311.20	63.32%	*
20*	PAVEMENT, STAND P.C.C., 6 IN. TYPE 'C' - DRIVEWAY	S.Y.	317.7	540.6	\$36.00	\$19,461.24	170.16%	*
21*	CONCRETE COLLAR, P.C.C. 6 IN. CLASS 'C', 2.0' WIDTH	L.F.	717.8	573.4	\$15.00	\$8,601.45	79.89%	*
22*	CONCRETE COLLAR, P.C.C. 6 IN. CLASS 'C', 2.0' WIDTH, WITH 6" INTEGRAL CURB	L.F.	186.2	376.4	\$21.00	\$7,904.40	202.15%	*
23*	HMA (1M ESAL), SURF, 1/2" PATCH, NO FRIC	TONS	8.5	5.3	\$220.00	\$1,155.00	61.76%	*
24*	GRAVEL HEADER, 2' WIDTH, 1" ROADSTONE	L.F.	218.7	910.6	\$5.00	\$4,553.00	416.37%	*
25*	P.C.C. HEADER, 1.5' WIDTH, 6 IN	L.F.	198.3	333.9	\$14.00	\$4,674.60	168.38%	*
26*	PERMEABLE CLAY BLOCK PAVERS	S.F.	5155.0	4959.0	\$8.65	\$42,895.35	96.20%	*
27*	TOPSOIL, FURNISH AND SPREAD	C.Y.	34.0	64.0	\$50.00	\$3,200.00	188.24%	*
28*	SOD - PROVIDE AND PLACE	S.F.	5043.0	2955.5	\$0.60	\$1,773.30	58.61%	*
29*	RETAINING WALL, MODULAR BLOCK	S.F.	305.1	393.0	\$24.00	\$9,432.00	128.81%	*
30*	FILTER SOCKS	L.F.	400.0	200.0	\$5.00	\$1,000.00	50.00%	*
31*	CONCRETE WASHOUT BAG	EACH	5.0	0.0	\$100.00	\$0.00	0.00%	*
32*	STREET & ALLEY SWEEP/VACUUMING	HRS.	12.0	12.0	\$75.00	\$900.00	100.00%	*
8001	CONCRETE COLLAR, P.C.C. 6 IN. CLASS 'C', 5.0' WIDTH	S.Y.	222.2	222.2	\$54.00	\$11,998.80	100.00%	*

SIGNED: Chase Schrage  
CHASE SCHRAGE  
ENGINEER I

TOTAL WORK INSTALLED TO DATE \$226,794.21  
 TOTAL PROJECT BID COST: \$215,424.93  
 DEDUCT: (SEE EXPLANATION) \$ -  
 LESS RETAINED PERCENTAGE: 5.0% \$0.00  
 LESS PREVIOUS PAYMENTS \$ 215,454.50  
 AMOUNT DUE THIS ESTIMATE: \$11,339.71

SIGNED: Mike Dolan  
Mike Dolan Masonry & Concrete, Inc.

ITEM DENOTATION:  
\* = Final Quantity



**Performance, Payment and Maintenance Bond**

SURETY BOND NO. 2214879

KNOW ALL BY THESE PRESENTS:

That we, Mike Dolan Concrete & Masonry, Inc., as Principal (hereinafter the "Contractor" or "Principal" and North American Specialty Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Fifteen Thousand Four Hundred Twenty Four and 93/100----- (\$ 215,424.93), 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2016 Permeable Alley Project  
Paving/ Subdrainage  
Project ST-000-3085**

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:

## Item H.2.u.

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

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

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

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

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

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

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

# Item H.2.u.

Project No. ST-000-3085

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Surety Countersigned By:

PRINCIPAL:

\_\_\_\_\_  
Signature of Agent

Mike Dolan Concrete & Masonry, Inc.  
Contractor

\_\_\_\_\_  
Printed Name of Agent

By: *Mike Dolan*  
Signature  
President  
Title

\_\_\_\_\_  
Company Name

SURETY:

\_\_\_\_\_  
Company Address

North American Specialty Insurance Company  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: *Dione R. Young*  
Signature Attorney-in-Fact & IA Resident Agent

\_\_\_\_\_  
Company Telephone Number

Dione R. Young  
Printed Name of Attorney-in-Fact & IA Resident Agent

Holmes, Murphy and Associates, LLC  
Company Name

P.O.Box 9207  
Company Address

FORM APPROVED BY:

\_\_\_\_\_  
Attorney for Owner

Des Moines, IA 50306-9207  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

## NOTE:

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,

CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN, LACEY CRAMLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_ day of \_\_\_, 20 16 .

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company







DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 22, 2018

**SUBJECT:** Cedar Falls Industrial Park Patching Project  
Project No. RS-000-3098  
Project Final Out

The Cedar Falls Industrial Park Patching Project is complete and ready for final acceptance. This project involved the repair of portions of nine (9) City streets totaling 2.70 miles. Work included removal and replacement of selected pavement sections, intake repairs, and some removal and replacement of driveway approaches. The project was under contract with Mike Dolan Concrete & Masonry Inc of Waterloo, Iowa.

Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Mike Dolan Concrete & Masonry Inc

The following lien waivers have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

- Bentons Sand & Gravel
- K&W Electric
- Service Signing
- Mike Dolan Concrete Suppliers
  - Benton Ready Mixed Concrete
  - Logan Supply
  - Utility Equipment

This project was funded primarily by the Industrial Park Tax Increment Financing (TIF). Following is a breakdown of final contract costs for items that were not funded by the TIF and the funding sources:

## Item H.2.v.

Greenhill Road Repair funded by the Local Option Sales Tax, \$23,624

I certify that the public improvements for the Cedar Falls Industrial Park Patching Project were completed in reasonable compliance with the project plans and specifications.

Chase Schrage 1/22/18  
Date

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, P.E, City Engineer  
Lisa Roeding, CMFO, Controller/City Treasurer

**PAY ESTIMATE No. 9 FINAL**  
**Date: January 10, 2018**  
**Project Name: Cedar Falls Industrial Park Patching Project**  
**Project No. RS-000-3098**  
**CONTRACTOR: MIKE DOLAN CONCRETE & MASONRY**

**City of Cedar Falls**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**ENGINEERING DIVISION**  
**BI-MONTHLY ESTIMATE**  
**BID ITEM COSTS**

Final *	ITEM No.	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	UNITS INSTALLED TO DATE	EXTENDED PRICE	PERCENT ITEM COMPLETION
*	1	Removal of Pavement	S.Y.	\$ 12.00	3,368.6	3,912.7	\$ 46,952.40	116.2%
*	2	Removal of Paved Median	S.Y.	\$ 9.00	283.0	294.2	\$ 2,647.80	104.0%
*	3	Removal of Driveway	S.Y.	\$ 18.00	38.8	58.5	\$ 1,053.00	150.8%
*	4	Pavement Sawcut, Full Depth	L.F.	\$ 4.00	3,921.0	4,723.4	\$ 18,893.60	120.5%
*	5	Excavation, Class 10, Roadway, Waste	C.Y.	\$ 12.00	498.4	520.3	\$ 6,243.60	104.4%
*	6	Pavement, Stand., PCC, 8", Type "C", Class III	S.Y.	\$ 53.00	1,840.2	2,091.5	\$ 110,849.50	113.7%
*	7	Pavement, Stand., PCC, 9", Type "C", Class III	S.Y.	\$ 58.00	1,444.4	1,786.6	\$ 103,622.80	123.7%
*	8	Pavement, Stand., PCC, 6", Type "C", Class III, Median	S.Y.	\$ 45.00	283.0	294.2	\$ 13,239.00	104.0%
*	9	Driveway, PCC, 7", Type "C", Class III	S.Y.	\$ 50.00	38.8	58.5	\$ 2,925.00	150.8%
*	10	Granular Subbase, 12 Inch Thick	S.Y.	\$ 11.00	1,266.0	1,560.8	\$ 17,168.80	123.3%
*	11	Surfacing, 1 Inch Roadstone	TONS	\$ 25.00	73.00	117.13	\$ 2,928.25	160.5%
*	12	Topsoil, Furnish and Spread	C.Y.	\$ 40.00	126.0	148.2	\$ 5,928.00	117.6%
*	13	Hydraulic Seeding	S.F.	\$ 0.15	3,946.0	4,939.0	\$ 740.85	125.2%
*	14	Manhole Adjustment (Use Existing Casting)	EA.	\$ 700.00	1.0	1.0	\$ 700.00	100.0%
*	15	Manhole Adjustment (Furnish New Casting)	EA.	\$ 1,100.00	29.0	31.0	\$ 34,100.00	106.9%
*	16	Mailboxes, Relocate and Reinstall (Per Post)	EA.	\$ 200.00	1.0	1.0	\$ 200.00	100.0%
*	17	Pavement Markings, Painted	STA.	\$ 42.00	18.66	21.20	\$ 890.40	113.6%
*	18	Pavement Markings, Painted Symbols	EA.	\$ 100.00	2.0	2.0	\$ 200.00	100.0%
*	19	Traffic Control	L.S.	\$ 4,000.00	1.00	1.00	\$ 4,000.00	100.0%
*	20	Traffic Signal Loops	EA.	\$ 1,100.00	3.0	4.0	\$ 4,400.00	133.3%

<b>Total Amount of Work Completed to Date:</b>	<b>\$ 377,683.00</b>
<b>Percent of Work Completed to Date:</b>	<b>116.65%</b>
Prepaid Inventory Value (See Attachments):	\$ -
Less Retained Percentage (5.0 %):	\$ -
Less previous payments:	\$ 358,798.85
<b>AMOUNT DUE THIS ESTIMATE:</b>	<b>\$ 18,884.15</b>

Contract Bid Price: **\$323,780.82**

CHECKED BY:

SIGNED:

CHASE SCHRAGE, Engineer I

DATE:

1/10/18

SIGNED:

MIKE DOLAN CONCRETE & MASONRY

DATE:

1-10-18



Performance, Payment and Maintenance Bond

SURETY BOND NO. 2212695

KNOW ALL BY THESE PRESENTS:

That we, Mike Dolan Concrete & Masonry, Inc., as Principal (hereinafter the "Contractor" or "Principal" and North American Specialty Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Twenty Three Thousand Seven Hundred Eighty and 82/100 (\$ 323,780.82 ), 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Cedar Falls Industrial Park
Street Patching project
Project RS-000-3098

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:

## Item H.2.v.

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

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

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

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

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

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

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

**Item H.2.v.**

Project No. RS-000-3098

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

Mike Dolan Concrete & Masonry, Inc.  
Contractor

\_\_\_\_\_  
Printed Name of Agent

By: Mike Dolan  
Signature  
President  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

North American Specialty Insurance Company  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: Dione R. Young  
Signature Attorney-in-Fact & IA Resident Agent

\_\_\_\_\_  
Company Telephone Number

Dione R. Young  
Printed Name of Attorney-in-Fact & IA Resident Agent

**FORM APPROVED BY:**

Holmes, Murphy and Associates, LLC  
Company Name

\_\_\_\_\_  
Attorney for Owner

P.O. Box 9207  
Company Address

Des Moines, IA 50306-9207  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number

**NOTE:**

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



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,
CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN, LACEY CRAMLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 8th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 8th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_ day of \_\_\_, 20 16 .

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 29, 2018

**SUBJECT:** Professional Services Supplemental Agreement No. 2  
West 20<sup>th</sup> Street Bridge Replacement Project  
Project No. BR-105-3117

The City entered into a Federal-aid Agreement to provide funds for the W. 20<sup>th</sup> Street Bridge Replacement Project to a maximum of 80% of eligible costs or \$1,000,000, whichever is less. The remaining 20 percent of eligible project costs, as well as any ineligible project costs, are paid by the city. Eligible project costs include: engineering services, bridge construction, a limited amount of roadway approach construction (as determined by the Iowa DOT), and right-of-way acquisition.

The Engineering Division requests approval of the attached Professional Services Supplemental Agreement No. 2 with IIW, P.C in the amount not to exceed \$154,997 for additional engineering services on the West 20<sup>th</sup> Street Bridge Replacement Project. This agreement includes field inspections services and project engineering of the West 20<sup>th</sup> Street Bridge Replacement Project.

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

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



Owner Project No. **BR-105-3117**  
IIW Project No. 16188  
Iowa DOT Project No. **BROS-1185(649)--8J-07**

**Standard Consultant Contract  
Supplemental Agreement #2**  
*For Local Public Agency Consultant Contracts with Federal-aid Participation*

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

**BETWEEN** the City of Cedar Falls, the **Owner**, located at:

220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: (319) 243-2704  
FAX: (319) 268-5197

and IIW, P.C., the **Consultant**, located at:

4155 Pennsylvania Ave  
Dubuque, IA 52002  
Phone: (563) 556-2464  
FAX: (563) 556-7811

For the following Project: In the City of Cedar Falls, on W. 20<sup>th</sup> St. over Dry Run Creek, from Clay St. west 180 feet to bridge.

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide **construction engineering** services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

# Item H.2.w.

## TABLE OF CONTENTS

Article 1  
Attachment A - Scope of Services  
Attachment C - Fees and Payments  
Attachment C-1 – Cost Analysis Worksheet  
Attachment G - Consultant Fee Proposal

**ARTICLE 1 INITIAL INFORMATION**

This Agreement is based on the following information and assumptions.

**1.1 Project Parameters**

The objective or use is: [to complete construction engineering for the subject project.](#)

**1.2 Financial Parameters**

**1.2.1** Amount of the **Owner's** budget for the **Consultant's** compensation is: \$332,778.

	Base Agreement	Supplemental Agreement No. 1	Supplemental Agreement No. 2	Total Amount
Estimated Actual Costs	\$ 39,656	\$ 54,248		\$ 93,904
Contingency	\$ 3,966	\$ 5,424		\$ 9,390
Fixed Fee	\$ 5,948	\$ 8,137		\$ 14,085
Specific Rate; Max. Amount Payable			\$ 139,997	\$ 139,997
Reimbursables			\$ 8,000	\$ 8,000
Contingency			\$ 7,000	\$ 7,000
Max. Amount Payable	\$ 49,570	\$ 67,809		\$ 272,376

**1.2.3** Separate internal job numbers will be utilized by the Amount **Consultant** to separate federally PE work and CE work. Cost will also be separately identified on the **Consultant's** billing statement.

**1.3 Project Team**

**1.3.1** The **Owner's** Designated Representative, identified as the **Contract Administrator** is: Chase Schrage.

**1.4 Time Parameters**

**1.4.1** The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

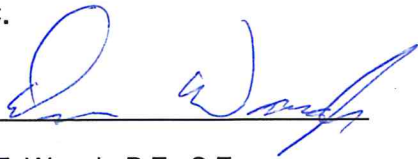
**1.4.2** Milestones for completion of the work under this Agreement as follows:

1. Construction Engineering as defined in Attachment A shall be completed on or before June 30, 2019, unless extended by written approval of the **Contract Administrator** or adjusted by a supplemental agreement.

# Item H.2.w.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

IIW, P.C.

By 

Date: 1/25/18

Dennis F. Waugh, P.E., S.E.  
President

ATTEST:

By 

Date: 1/25/18

City of Cedar Falls

By \_\_\_\_\_

Date: \_\_\_\_\_

James P. Brown  
Mayor

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization\*

By \_\_\_\_\_

Date: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.



**ATTACHMENT A**  
**Scope of Services; Supplemental Agreement #2**

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

Project Understanding: Provide construction services during the construction of the W. 20<sup>th</sup> St. box culvert replacement, retaining walls, associated water and sanitary utilities, pavement and sidewalk. A 100 working-day contract has been assigned to the project. This assumes Doc Express will be used for construction submittals.

**Services During Construction**

1. Review contracts and review materials from the Iowa DOT, set up recordkeeping documentation for use during construction.
2. Prepare preconstruction meeting agenda.
3. Conduct preconstruction meeting and prepare and distribute meeting minutes.
4. Review submittals from the contractor.
5. The Engineer shall make periodic visits to the construction site as needed to observe progress and quality of the executed work and respond to questions during construction. Assumes progress meetings will be conducted every two weeks for the construction duration.
6. Provide construction staking and layout. Assumes 7 trips to provide construction layout.
7. The Consultant shall provide an engineer, senior inspector, or a technician to make periodic visits or perform regular on-site observations as deemed necessary by the Consultant and approved by the Owner. The phone number for the Consultant shall be posted at the project site. The contract provides for 100 working-days. The on-site observations shall note the progress and quality of various aspects of the work of the Contractor and shall perform field checks and testing of material and documentation as required by the State. A partial list of activities include:
  - a. On-site inspection of erosion control
  - b. On-site inspection of roadway and channel grading
  - c. On-site inspection of barrier rail, and railing installation
  - d. On-site inspection of rip rap installation
  - e. On-site inspection of concrete roadway approach paving, sidewalks
  - f. On-site inspection and testing of concrete placement; off-site strength testing
  - g. On-site inspection of traffic control
  - h. On-site inspection of storm sewer, water main, and sanitary sewer installation
  - i. On-site inspection of retaining walls
  - j. Inspection of landscaping and finish grading around sidewalks
8. Conduct certified plant monitoring for PCC plant operations. Prepare documentation and material testing in conformance with State requirements.
9. Issue all instructions of the Owner to the Contractor(s) and prepare routine change orders as required (assumes three), including all necessary calculations to determine accuracy and veracity of change orders.
10. Based on on-site observations and documentation prepare monthly pay estimates and submit to the Owner with recommendations. (Assumes ten pay requests total). Final payment is subject to Iowa DOT audit.
11. Provide documentation of quantities for approval by State, including submittal of working day reports.
12. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in substantial compliance with the Contract Documents and if each Contractor has fulfilled all of their obligations so that the Engineer may approve, in writing, final payment.
13. Prepare necessary certificates of completion for the Owner and State acceptance.
14. Finalize construction documentation in preparation for State audit. Upon project completion, determine the final contract quantities as required by Contract Documents or if agreeable to the Owner, State, and Contractor from records kept during construction and payment documents submitted to the Engineer and the Owner for approval.
15. Attend State audit of materials and construction documentation and recordkeeping; follow-up of audit requirements.
16. General project management and communication, including preparation of invoices to submit to Cedar Falls in acceptable Iowa DOT format to allow reimbursement by Iowa DOT, including documentation of project progress.

# Item H.2.w.

## ATTACHMENT C (referenced from 3.1) Specific Rate of Compensation

### 3.1.1 FEES AND PAYMENTS

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees not to exceed the maximum amount payable under this Agreement of 154,997.

The maximum amount payable will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the maximum amount payable will be by Supplemental Agreement.

A contingency amount of \$0 has been established for this Agreement and is included in the maximum amount payable. Written request by the **Consultant** indicating the need and written approval by the **Contract Administrator** and concurrence from the Iowa DOT are needed prior to usage of the contingency amount.

The current schedule of billing rates (direct labor rate, overhead, and fixed fee) are set forth in Attachment C-1.1 The **Consultant** may submit for approval a revised rate schedule once during the contract period. This revision may include a revised overhead rate and revised direct labor rates. The revised rate schedule should be submitted to the **Contract Administrator** for approval and by the **Contract Administrator's** written approval it shall become a part of this Agreement.

**3.1.1.2 Reimbursable Costs.** The **Consultant** shall be reimbursed for direct non-salary costs which are directly attributable and properly allocable to the work. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in the overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges, and materials and supplies.

Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

**3.1.1.3 Premium Overtime Pay.** Not applicable.

**3.1.1.4 Payments.** Monthly payments for work completed shall be based on the services completed at the time of the billing and substantiated by monthly progress reports in a form that follows the specific rate schedule. The **Contract Administrator** will check such progress reports and payment will be made for the hours completed at each rate and for direct non-salary costs incurred during said month. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 3% of the amount due.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

Cost Analysis Worksheet

Attachment C-1  
 Direct Wage Calculations  
 Supplemental Agreement #2  
 BROS-1185(649)--8J-07

In the City of Cedar Falls, on W 20th St, over Dry Run Creek, from Clay St west 180 feet to bridge

**Specific Rate of Compensation**

Staff Classification	2018 Direct Wage Average	Overhead without		Fixed fee 12%	Specific Rate
		Cost of Capital Facilities 1.8843			
Administrative assistant	23.97	\$45.17	\$	2.88	\$ 72.01
Construction specialist	42.2	\$79.52	\$	5.06	\$ 126.78
Engineering Tech I	15.5	\$29.21	\$	1.86	\$ 46.57
Engineering Tech II	19.05	\$35.90	\$	2.29	\$ 57.23
Engineering Tech III	23.86	\$44.96	\$	2.86	\$ 71.68
Engineering Tech IV	26.57	\$50.07	\$	3.19	\$ 79.82
Design Engineer I	27.59	\$51.99	\$	3.31	\$ 82.89
Design Engineer II	26.94	\$50.76	\$	3.23	\$ 80.94
Design Engineer III	30.07	\$56.66	\$	3.61	\$ 90.34
Professional Engineer I	32.9	\$61.99	\$	3.95	\$ 98.84
Professional Engineer II	38.51	\$72.56	\$	4.62	\$ 115.70
Professional Engineer III	41.84	\$78.84	\$	5.02	\$ 125.70
Professional Engineer IV	51.38	\$96.82	\$	6.17	\$ 154.36
Professional Engineer V	68.29	\$128.68	\$	8.19	\$ 205.16
Engineering Aid I	17.58	\$33.13	\$	2.11	\$ 52.82
Engineering Aid II	21.33	\$40.19	\$	2.56	\$ 64.08
Engineering Aid III	26.27	\$49.50	\$	3.15	\$ 78.92
Survey Specialist	35.43	\$66.76	\$	4.25	\$ 106.44
Tech Specialist	28.4	\$53.51	\$	3.41	\$ 85.32

Cost Analysis Worksheet		Attachment C-1															
Project Fee Estimate		In the City of Cedar Falls, on W 20th St, over Dry Run Creek, from Clay St west 180 feet to bridge															
Iowa DOT Project Number		BROS-1185(649)-8J-07															
Phase: Construction Engineering; supplemental agreement 2																	
Prepared January 2018																	
		Work Category															
		Professional Engineer V	Professional Engineer IV	Professional Engineer III	Professional Engineer I	Design Engineer I	Survey Specialist	Engineering Aid II	Engineering Tech IV	Engineering Tech III	Engineering Tech II	Engineering Tech I	Construction specialist	Design Engineer III	Total	total	
Task Description:	Rate/hr:	\$ 205.16	\$ 154.36	\$ 125.70	\$ 98.84	\$ 82.89	\$ 106.44	\$ 64.08	\$ 79.82	\$ 71.68	\$ 57.23	\$ 46.57	\$ 126.78	\$ 90.34	Hours	Cost	
1. Review contracts and review materials from the IDOT, set up recordkeeping documentation for use during construction.								5	32						37.0	\$ 2,874.78	
2. Prepare preconstruction meeting agenda			2					2	6						10.0	\$ 915.83	
3. Conduct preconstruction meeting and prepare and distribute meeting minutes.			8	6				2	6						22.0	\$ 2,547.35	
4. Review submittals from the contractor.					2	5			20	10				8	45.0	\$ 3,648.15	
5. The Engineer shall make periodic visits to the construction site as needed to observe progress and quality of the executed work and respond to questions during construction. Assumes progress meetings will be conducted every two weeks for the construction duration.			10	160									16		186.0	\$ 24,192.13	
6. Provide construction staking and layout. Assumes 7 trips to provide construction layout.							37		56	56					149.0	\$ 12,422.75	
7. The Consultant shall provide an engineer, senior inspector, or a technician to make periodic visits or perform regular on-site observations as deemed necessary by the Consultant and approved by the Owner. The phone number for the Consultant shall be posted at the project site. The contract provides for 100 working-days. The on-site observations shall note the progress and quality of various aspects of the work of the Contractor and shall perform field checks and testing of material and documentation as required by the State. A partial list of activities include:															0.0	\$ -	
a. On-site inspection of erosion control										16					16.0	\$ 1,146.92	
b. On-site inspection of roadway and channel grading										32					32.0	\$ 2,293.84	
c. On-site inspection of barrier rail, and railing installation										44					44.0	\$ 3,154.03	
d. On-site inspection of rip rap installation										32					32.0	\$ 2,293.84	
e. On-site inspection of concrete roadway approach paving, sidewalks										160	20	20			200.0	\$ 13,545.19	
f. On-site inspection and testing of concrete placement; off-site strength testing										200	20				220.0	\$ 15,481.16	
g. On-site inspection of traffic control										20					20.0	\$ 1,433.65	
h. On-site inspection of storm sewer, water main, and sanitary sewer installation										80		16			96.0	\$ 7,763.11	
i. On-site inspection of retaining walls										100	20				120.0	\$ 8,312.90	
j. Inspection of landscaping and finish grading around sidewalks										40					40.0	\$ 2,867.30	
8. Conduct certified plant monitoring for PCC plant operations. Prepare documentation and material testing in conformance with State requirements.						70				12					82.0	\$ 6,662.40	
9. Issue all instructions of the Owner to the Contractor(s) and prepare routine change orders as required (assumes three), including all necessary calculations to determine accuracy and veracity of change orders.				6											6.0	\$ 754.20	
10. Based on on-site observations and documentation prepare monthly pay estimates and submit to the Owner with recommendations. (Assumes ten pay requests total). Final payment is subject to IDOT audit.				15				20	40						75.0	\$ 6,360.10	
11. Provide documentation of quantities for approval by State, including submittal of working day reports.								20							20.0	\$ 1,281.63	
12. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in substantial compliance with the Contract Documents and if each Contractor has fulfilled all for their obligations so that the Engineer may approve, in writing, final payment.				8							16				24.0	\$ 2,152.52	
13. Prepare necessary certificates of completion for the Owners and State acceptance.				1				2							3.0	\$ 253.86	
14. Finalize construction documentation in preparation for State audit. Upon project completion, determine the final contract quantities as required by Contract Documents or if agreeable to the Owner, State, and contractor from records kept during construction and payment documents submitted to the Engineer and the Owner for approval.									80						80.0	\$ 6,385.94	
15. Attend State audit of materials and construction documentation and recordkeeping; followup of audit requirements.				2					20	10					32.0	\$ 2,564.71	
16. General project management and communication, including preparation of invoices to submit to Cedar Falls in acceptable Iowa DOT format to allow reimbursement by Iowa DOT, including documentation of project progress.			40	20											60.0	\$ 8,688.44	
	1651	10	50	218	2	75	37	51	254	834	60	20	32	8	1651.0	\$ 139,996.74	

-256-







**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
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Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 22, 2018

**SUBJECT:** Supplemental Agreement #4  
Foth Infrastructure & Environmental LLC.  
2018 Bridge Inspection Project  
City Project No. BR-000-3133

Attached is the Supplemental Agreement #4 for the 2018 Bridge Inspection Project between the City of Cedar Falls and Foth Infrastructure & Environmental LLC.

Foth Infrastructure & Environmental LLC was the consulting firm selected by the City of Cedar Falls for the 2012 Bridge Inspection Project. The enclosed agreement provides for the professional services needed to proceed with assessing the existing conditions of the City of Cedar Falls bridges and bring all structures into conformance with current standards for the 2018 Bridge Inspection Project. Compensation for this agreement is a not to exceed amount of \$31,750. At the completion of the evaluation, a report will be delivered that summarizes the findings and will recommend a course of action. This project is included in the City of Cedar Falls' Capital Improvements Program.

Community Development requests your consideration and approval of the Supplemental Agreement #4 with Foth Infrastructure & Environmental LLC for the 2018 Bridge Inspection Project. If you have any questions, please contact me.

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







**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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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: 319-273-8610*

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**SUPPLEMENTAL AGREEMENT NO. 4**

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2018 Bridge Inspections Project  
Cedar Falls, Iowa  
City Project Number BR – 000 – 3133

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**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Foth Infrastructure & Environmental, LLC, (Consultant), of Johnston, Iowa, dated February 29, 2012 for the required detail work, services, materials, equipment and supplies necessary to complete the biannual National Bridge Inventory (NBI) inspections of 36 structures and the safety inspection of 28 additional structures for the City of Cedar Falls; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to include engineering services required to complete the 2018 biannual National Bridge Inventory inspection,

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

**I. SCOPE OF SERVICES**

See attached Exhibit A-Scope of Services and Exhibit B-Schedule

**II. COMPENSATION**

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Thirty-One Thousand Seven Hundred Fifty Dollars (\$31,750.00). The compensation for this supplemental agreement is to be segregated from the original agreement.

**III.** In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated February 29, 2012.

# Item H.2.x.

Foth Infrastructure & Environmental, LLC  
Project No. 18C003.00

2018 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project No. BR – 000 – 3133

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: Patric P. Kueter

Printed Name: \_\_\_\_\_

Printed Name: Patric P. Kueter

Title: \_\_\_\_\_

Title: Project Manager

Date: \_\_\_\_\_

Date: 1/19/18

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## **Exhibit A – Scope of Services**

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### **2018 Bridge Inspection Project Cedar Falls, Iowa City Project Number BR-000-3133**

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The work to be performed by the CONSULTANT under this agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to complete the 2018 biannual National Bridge Inventory (NBI) inspections of 36 structures and the safety inspection of 28 additional structures for the City of Cedar Falls.

The project includes conducting the bridge safety inspections by a qualified Team Leader, recording of inspection data in Structure Inventory and Inspection Management System (SIIMS), bridge load rating, compiling a bridge inspection report, and assisting the City in managing their bridge inspection records.

The scope of services to be performed by the CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **TASK A - Basic Services of the Engineer:**

#### **1.0 CONTRACT MANAGEMENT**

##### **1.1 Project Management**

The project manager shall be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project. The project design duration is assumed to be three (3) months.

##### **1.2 Project Development Team Meetings**

Maintain communications with the Project Development Team and various other designated representatives. The project development team will include the City of Cedar Falls and Foth. Meet to review progress and to discuss specific elements of the project design (assume one (1) meeting). 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. For budget purposes, it is assumed that the meetings will be attended by one (1) staff member of the CONSULTANT.

The following project meetings are included with the scope of work:

Review of Bridge Inspection Report - one (1) meeting

##### **1.3 Quality Control Plan**

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

#### **2.0 PROJECT COORDINATION**

**2.1 Public Information Meeting** – (Task Not Included).

**2.2 Individual Property Owner Meetings** – (Task Not Included).

**2.3 Utility Coordination Meeting** – (Task Not Included).

**2.4 Periodic Meetings with Local Elected Officials** – (Task Not Included).

# Item H.2.x.

## **2.5 Exhibit Preparation for Council Meetings – (Task Not Included).**

### **3.0 BRIDGE INSPECTION**

#### **3.1 Prepare for Bridge Inspections**

The CONSULTANT shall review the previous inspection reports and electronic files uploaded to SIIMS. Plans for bridge construction and repair work completed since the 2016 inspections will be uploaded to SIIMS. New reports for the current inspection cycle will be created in SIIMS and copies of these reports with the prior inspection data will be printed for use in the field during the inspection. Arrangements will be made to rent or otherwise secure any specialized equipment not owned by the CONSULTANT and required to complete the inspections.

#### **3.2 In-Field Bridge Inspections**

The CONSULTANT shall perform a safety inspection of each NBI bridge conducted by a qualified Team Leader. In addition to assessing all structural elements, the channel cross section will be measured and recorded when significant changes since previous measurement have occurred. Underwater inspections are not required for this inspection cycle and therefore not included in this scope. Any deficiencies observed will be noted and photographed and any significant section loss will be measured. Existing element ratings on the Structure Inventory and Appraisal (SI&A) form will be reviewed and adjusted if necessary.

In general, the inspection and evaluation process for the non-NBI structures will adhere to the approach outlined for the NBI structures, however information will not be reported in SIIMS since the Iowa DOT only maintains data on the NBI structures. Therefore, the information gathered during the inspections will be recorded in a database maintained by the CONSULTANT in a format that mimics the SIIMS format.

#### **3.3 Bridge Load Rating**

Existing load rating calculations will be reviewed by a licensed Professional Engineer (PE) in the State of Iowa employed by the CONSULTANT. Updates to the calculations will be made when necessary and any new or revised load rating calculations will be sealed by the PE and uploaded to SIIMS. The City will be advised if load rating calculations indicate a bridge requires load posting. Includes load rating Group 2 bridges for special hauling vehicles (SHV) as defined by IM No. 2.210. One (1) structure meets the requirements for Group 2.

#### **3.4 SIIMS Data Entry**

Information collected during the inspection will be uploaded to SIIMS by the CONSULTANT including all photographs taken, the channel cross section sketch, and any changes to existing SI&A data. Other items that will be completed following the safety inspection and uploaded to SIIMS includes critical finding reports when applicable and the various master lists required by IM No. 2.210. The CONSULTANT will also verify the bridge files are in conformance with the AASHTO Manual for Bridge Evaluation and make additions and/or revisions to the bridge files when necessary.

#### **3.5 Scour Plans of Action**

Review scour plans of action (POA) for the NBI bridges deemed scour critical (approximately seven (7) bridges). The POA should outline the monitoring plan for each bridge and provide guidelines and practical information pertaining to each bridge for the purpose of monitoring foundation scour during flood events.

#### **3.6 Report Preparation**

The CONSULTANT shall prepare a bridge inspection report for submittal to the City. The report will contain a brief description of the bridge condition documenting any observed deficiencies with recommendations to address each deficiency, and applicable photographs. The report will also include copies of the updated SI&A forms and the local agency field data collection forms. A tabular summary of the inspections will be presented and will include current and recommended load postings, sufficiency

rating, indication if the bridge is structurally deficient and/or functionally obsolete, and recommendations for further action. Three (3) copies of the bridge inspection report will be provided to the City.

### **PROJECT DELIVERABLES**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Three (3) copies of the Bridge Inspection Report

# Item H.2.x.

Foth Infrastructure & Environment, LLC  
Project No. 18C003.00

2018 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project Number BR-000-3133

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## Exhibit B - Schedule

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### Bridge Inspections - 2018 Cedar Falls, Iowa City Project Number BR-000-3105

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The CONSULTANT shall complete the following phases of the Project in accordance with the schedule shown, assuming notice to proceed is issued by the City on or before February 5, 2018.

Consultant Contract Approval	February 5, 2018
Bridge File Review	February 28, 2018
Bridge Inspections	March 30, 2018
Inspection Data Reported to SIIMS	March 30, 2018
Load Rating Calculations	April 20, 2018
Draft Report and QA/QC	May 4, 2018
Final Report Submittal	May 25, 2018

If notice to proceed is given at a later date, time of completion shall be extended accordingly.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 22, 2018

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

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

The primary infrastructure has been installed and the contractor is requesting a partial release of the retained funds for the project. The final contract amount is \$13,691,872.87 of which 94% has been paid. A partial release of funds is recommended in the amount of \$638,897.59. The City will withhold the remaining \$214,273.55 until all final documents are received.

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

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

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







**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** January 30, 2018

**SUBJECT:** University Avenue Reconstruction Project – Phase 3  
Project No. RC-000-3140  
IDOT Ramp Agreement

Attached for your approval is a cooperative agreement between the City and Iowa Department of Transportation for the reconstruction of the ramp terminals on University Ave Phase 3 Project.

The Iowa Department of Transportation will be contributing a lump sum amount of \$50,000 for the reconstruction of the ramp terminals at the intersection of Iowa 58 and University Avenue. The ramp improvements will extend the life of the current pavement and reduce the future maintenance cost.

The Department of Community Development recommends approving and executing the cooperative agreement with Iowa Department of Transportation for the reconstruction of the ramp terminals as part of the University Avenue Phase 3 Reconstruction Project.

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

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



February 2017

IOWA DEPARTMENT OF TRANSPORTATION  
Cooperative Agreement  
For Primary Road Project

County	Black Hawk
City	Cedar Falls
Project No.	NHSN-058-1(99)--2R-07
Iowa DOT	
Agreement No.	2018-16-155
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Cedar Falls, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to establish or make improvements to Iowa 58 within Black Hawk County, Iowa; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. The LPA shall be responsible for the development and completion of the following described primary highway project:

Portland Cement Concrete (PCC) pavement replacement on the ramps to Iowa 58 at University Avenue interchange; this work is to be accomplished as part of the LPA's University Avenue – Phase 3 project.

**2. Project Costs**

- a. The DOT shall contribute a lump sum \$50,000 toward the project costs which represents avoided costs for maintenance on the Iowa 58 ramps following proper letting and billing by the LPA.
- b. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.

**3. Environmental, Right-of-Way, Permits and Other Requirements**

- a. DOT grants approval to the LPA to perform work within the right-of-way and necessary utility relocations for this project. The LPA shall be responsible for obtaining all other necessary construction permits.
- b. The LPA shall obtain all project permits and / or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, or other State or Federal agencies as may be required.
- c. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or

# Item H.2.z.

February 2017

removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations involving the DOT's right-of-way shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.

## 4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.
- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- c. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

## 5. Bid Letting

- a. The LPA shall let the project and will be the contracting authority.

## 6. Construction & Maintenance

- a. The LPA shall be responsible for all construction administration and daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The work on this project involving the interchange ramp pavement replacement shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- c. With the exception of service connections no new or future utility occupancy of primary highway right-of-way, nor any future relocations of or alterations to existing utilities within Iowa DOT right-of-way (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- d. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- e. After the project construction is complete, the LPA shall furnish a set of "as-built" plans to the DOT.
- f. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

## 7. Traffic Control

- a. Iowa 58 through-traffic will be maintained during the construction.

## 8. General Provisions

- a. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding

February 2017

participation.

- b. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- c. This agreement is not assignable without the prior written consent of the DOT.
- d. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- e. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- f. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- g. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2018-16-155 as of the date shown opposite its signature below.

**CITY OF CEDAR FALLS:**

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
Title: Mayor

I, \_\_\_\_\_, certify that I am the Clerk of the City, and that \_\_\_\_\_, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
City Clerk of Cedar Falls, Iowa.

**IOWA DEPARTMENT OF TRANSPORTATION:**

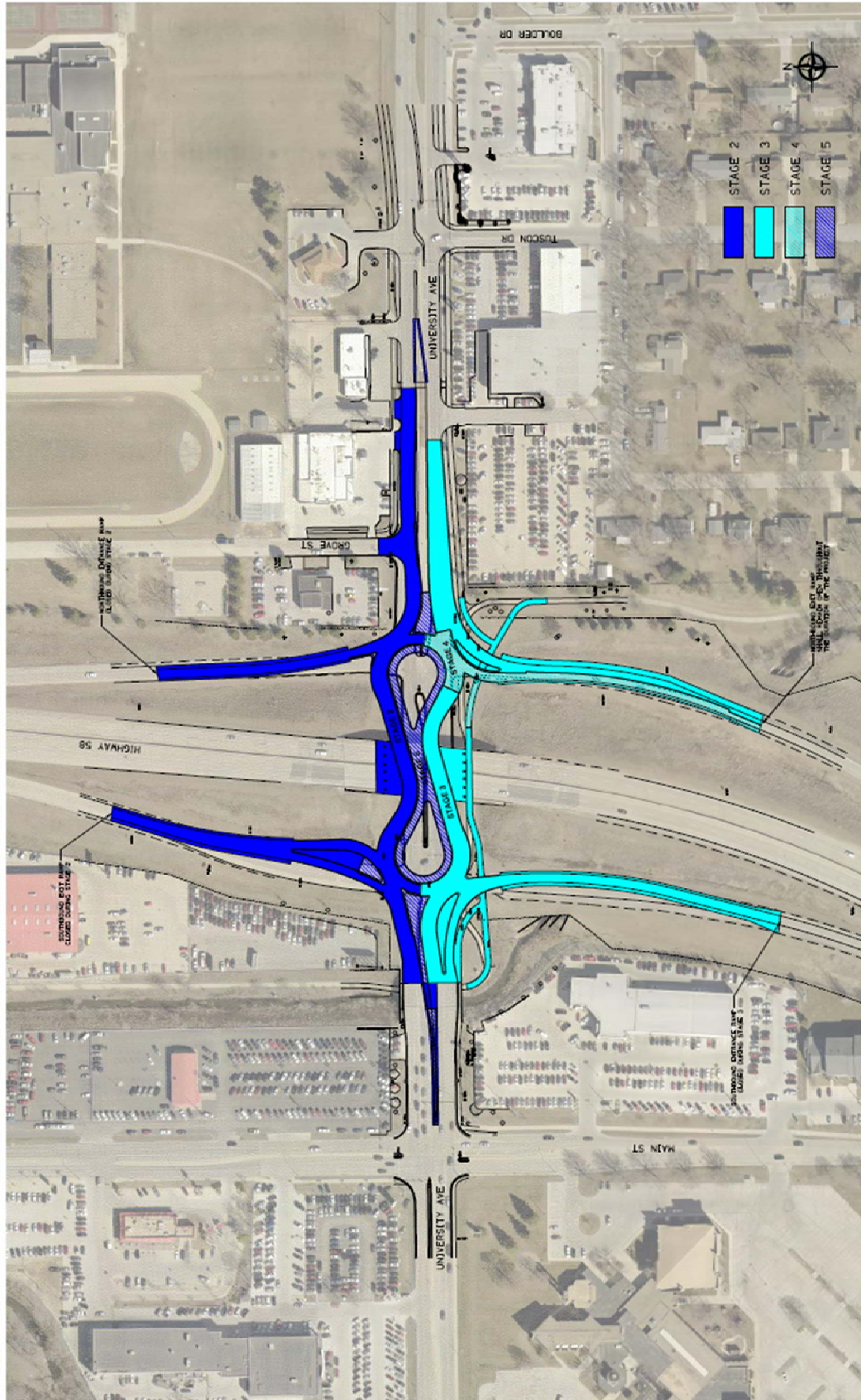
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
E. Jon Ranney  
District Engineer  
District 2

# Item H.2.z.

February 2017

EXHIBIT A

## Project Location





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**INTEROFFICE MEMORANDUM**  
*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** January 31, 2018  
**SUBJECT:** Assignment & Assumption Agreement: CV Properties Housing Cooperative Association

On May 2, 2016 the City and CV Properties Housing Cooperative Association entered into an Agreement for Private Development pertaining to a new development at 917 W 23<sup>rd</sup> Street. This agreement was approved under the standard terms and conditions for projects that are located within the College Hill Urban Renewal Area. Part of those standard terms and conditions of the Agreement prohibits the sale of property and assignment of the Agreement without the written approval of the City of Cedar Falls. This language is included to allow the City to review these proposed ownership transfers and insure compliance with the terms of the Agreements.

The City recently received a request from CV Properties 2, LLC to transfer the ownership of CV Properties Housing Cooperative Association to CV Properties 2, LLC. Both entities involve Brent Dahlstrom and his attorney has indicated that they are trying to move this property under Mr. Dahlstrom's primary ownership entity.

The attached Assignment and Assumption Agreement has been reviewed and approved by all parties. The obligations pertaining to building and development requirements have been satisfied and the new ownership group (CV Properties 2, LLC) will assume any and all ongoing obligations applicable in the Development Agreement. These primary ongoing obligations include minimum assessed valuations as applicable, payment of property taxes, insurance requirements, and property maintenance.

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

1. Resolution approving and authorizing execution of an Assignment and Assumption Agreement by and among the City of Cedar Falls, Iowa; CV Properties Housing Cooperative Association; and CV Properties 2, LLC.

## **Item H.2.aa.**

If you have any questions pertaining to this project, please contact the Community Development Department.

xc: Stephanie Sheetz, Director of Community Development  
Kevin Rogers, City Attorney  
Eric Johnson, Beecher Law Office  
Brent Dahlstrom, CV Properties 2, LLC



Preparer Information:

Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Agreement is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"); CV Properties Housing Cooperative Association, an Iowa housing cooperative association (hereinafter called the "Developer"); and CV Properties 2, LLC, an Iowa limited liability company (hereinafter called the "Transferee"), having an office for the transaction of business at 4525 Quesada Court, Cedar Falls, IA 50613.

WHEREAS, the City and Developer entered into that certain Agreement for Private Development (hereinafter the "Agreement for Private Development"), on the 2nd day of May, 2016, regarding the development of the following real estate:

Lot No. Three (3) in Campus Addition to Cedar Falls, Iowa

(hereinafter the "Development Property"); and

WHEREAS, Developer agreed to certain terms and conditions, including construction of certain improvements on the Development Property, in exchange for the granting by the City of certain economic development grants with respect to the improvements to be constructed on the Development Property, and certain other terms and conditions, as set forth in the Agreement for Private Development, which apply to the Development Property for the period ending December 31, 2024; and

WHEREAS, the Agreement for Private Development placed certain restrictions and conditions upon any transfer of the Development Property and any assignment of the Agreement for Private Development, including, but not limited to, the following provisions:

- a. Developer may not make any sale or conveyance of the Development Property or of the Agreement for Private Development without the prior written approval of the City (Section 7.1 of said Agreement); and
- b. The proposed transferee must agree in writing to assume all of the obligations of

## Item H.2.aa.

the Developer under the Agreement for Private Development, and shall agree to be subject to all conditions and restrictions to which the Developer is subject under the Agreement for Private Development (Section 7.1 of said Agreement); and

WHEREAS, Developer proposes to convey the Development Property to the Transferee and assign the Agreement for Private Development to the Transferee, the Transferee is willing to assume all of the obligations of the Developer under the Agreement for Private Development, and agrees to be subject to all of the conditions and restrictions to which the Developer is subject under said Agreement, the parties have reached agreement thereon, and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Assignment of Agreement for Private Development. Developer hereby assigns and transfers the Agreement for Private Development to Transferee, and the City hereby consents to the assignment of said Agreement on the terms and conditions stated herein.
2. Conveyance of Development Property. Developer hereby agrees to transfer and convey the Development Property to Transferee by warranty deed, and City hereby consents to said conveyance and transfer on the terms stated herein.
3. Assumption of Obligations of Agreement. Transferee hereby agrees to assume all of the obligations of the Developer under the Agreement for Private Development between Developer and the City, and further agrees to be subject to all conditions and restrictions to which the Developer is subject under the Agreement for Private Development, and to perform all of the terms, conditions and provisions which the Developer is required and obligated to perform under such Agreement. Transferee hereby acknowledges receipt of a true copy of the Agreement for Private Development and all exhibits referred to therein.
4. Instruments and Documents Involving the Transfer. Developer and Transferee agree to furnish the City with a true and correct copy of all executed documents and instruments involving the transfer of the Development Property to Transferee, promptly upon completion of the closing of said conveyance.
5. Notices. Developer, Transferee and City agree that any notice required or permitted to be given pursuant to the terms of the Agreement for Private Development, as provided in Section 12.2 of said Agreement, shall be in writing and delivered to the parties at their respective addresses set forth below:

Developer: CV Properties Housing Cooperative Association  
Attn: Mr. Brent Dahlstrom  
President  
P.O. Box 128  
Cedar Falls, IA 50613

Transferee: CV Properties 2, LLC  
Attn: Ryan Kriener, Manager  
4525 Quesada Court  
Cedar Falls, IA 50613

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

or to such other designated individual, officer or manager, or to such other address as any party shall have furnished to the other parties in writing in accordance with said Agreement.

6. Terms of Agreement for Private Development Ratified and Confirmed.

Developer, Transferee and City hereby agree that all terms of the Agreement for Private Development entered into by and between Developer and City remain valid and in full force and effect, except as specifically modified pursuant to the terms of this Agreement.

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

CV PROPERTIES 2, LLC, an Iowa  
limited liability company

CV PROPERTIES HOUSING  
COOPERATIVE ASSOCIATION,  
An Iowa cooperative housing association

By:   
Brent Dahlstrom, Manager

By:   
Brent Dahlstrom, President



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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown as Mayor and Jacqueline Danielsen, CMC, City Clerk of the City of Cedar Falls, Iowa.

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





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** February 1, 2018  
**SUBJECT:** College Hill Neighborhood Site Plan Review – 2119 College Street

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**REQUEST:** Request to approve a College Hill Neighborhood District Site Plan Review for a new multi-use building at 2119 College Street.

**PETITIONER:** Slingshot Architecture

**LOCATION:** 2119 College Street, 925 W 22<sup>nd</sup> Street, and 1003 W 22<sup>nd</sup> Street

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PROPOSAL

It is proposed to demolish the existing multi-family dwellings currently located at 2119 College Street and 1003 W 22<sup>nd</sup> Street, and the existing commercial building located at 925 W 22<sup>nd</sup> Street, in order to construct a new 5-story multi-use building, which will include two commercial retail spaces on the first floor and 82 residential rental units on the second through fifth floors. The original plan that the applicant submitted in early 2017 called for a total of 63 residential units, but the developer has recently provided an updated plan, which now shows a total of 83 residential units (see tables below for differences between original and revised submittal).

<b>Unit Type</b>	<b>Original Submittal</b>	<b>Revised Submittal</b>
Studio	24	60
2 Bedroom	16	16
3 Bedroom	16	None
4 Bedroom	7	7
<b>Total Units</b>	<b>63</b>	<b>83</b>
<b>Total Beds</b>	<b>132</b>	<b>120</b>

## Item H.2.ab.

Ground Floor	Original Submittal	Revised Submittal
Commercial Area SF	3,060 SF	10,765 SF
Commercial %	19%	64%
Lobby/Access Area SF	1,000 SF	848 SF
Lobby/Access Area %	6%	5%
Parking Area Trash Enclosure SF	12,699 SF	5,146 SF
Parking Area %	75%	31%
<b>TOTAL</b>	<b>100%</b>	<b>100%</b>



Building view from corner of College Street and W 22nd Street.

### BACKGROUND

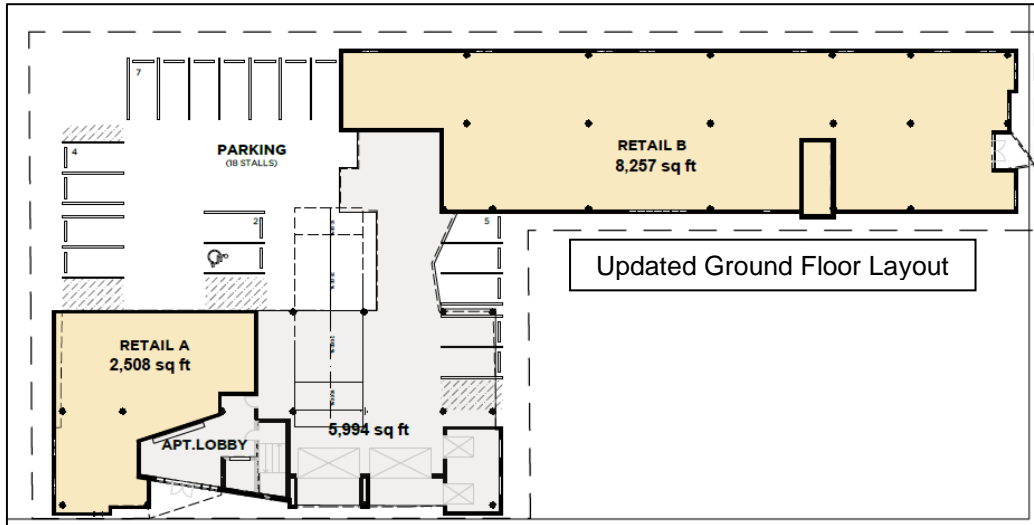
The two multi-family dwellings on the property were constructed in 1900, while the commercial building was constructed in 1972. The developer has owned the multi-family dwellings since 2016, and the commercial building since 2012. All three of the buildings will be demolished and a new 5-story multi-use building will be constructed in its place. An application for this site plan was originally submitted on January 25, 2017. The Planning & Zoning Commission first introduced and discussed the site plan at its November 21, 2017 meeting. Following that meeting, the applicant submitted a revised plan, of which the P&Z Commission discussed that revised site plan at its January 10, 2018 meeting, and voted on the request at its meeting on January 24, 2018.

### ANALYSIS

The property is zoned C-3, High Density Commercial District and is located within the College Hill Neighborhood Overlay District. Projects within this district require a site plan review by the Planning & Zoning Commission and City Council, based on the following elements:



- 1) Proposed Use: The building is proposed to be 5 stories in height, with the ground floor consisting of two retail commercial spaces, a residential lobby area, trash enclosure and partial parking for the residential use. This includes approximately 10,765 square feet of commercial retail space, 848 square feet of lobby area and 5,146 square feet of parking/trash enclosure areas. The ground floor does not contain any residential dwelling units. The table located on page 2 summarizes the uses and their percentages.



The building as a whole will have approximately 10,765 square feet of commercial retail space located on the first floor and approximately 50,897 square feet of residential space located on the 2<sup>nd</sup> through 5<sup>th</sup> floors. This would equate to an overall ratio of 17% commercial space and 83% residential space.

In determining principal versus accessory use, staff applied two sections of the zoning ordinance: the Definition section and the College Hill Neighborhood Overlay Zoning District section. The College Hill Neighborhood Overlay Zoning District was originally adopted on November 8, 1993; however the section that relates to the C-3 Commercial District was added to the section on December 12, 2005. Section 29-160 (g) of the zoning ordinance (College Hill Neighborhood Overlay Zoning District) states that within the C-3 district, residential uses may be contained within principal commercial uses, and in such cases the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property. Also, Section 29-160 (g) (2) states that secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses are allowed, and that no accessory or secondary residential use may be established on the main floor or street level of any storefront or commercial shop front of a principal permitted commercial building structure. In the past, staff has looked at how the first floor or ground floor of a building was utilized when determining its principal or main use. When the main level of a building has over 50% of its first floor area utilized for commercial purposes, staff determined the principal use of the building to be commercial, with uses on the upper floors of the building being considered accessory in nature.

Examples of past interpretations for projects located at 2024 College Street (2014), 2215 College Street (2014), 917 W 23<sup>rd</sup> Street (2016), 200 W 1<sup>st</sup> Street (2017), and the River Place Development along State Street (2014) had their principal use determined by the amount of commercial area located on the first floor. Until December of 2017, the proposal

## Item H.2.ab.

included 87% non-commercial uses on the ground floor. However, the attached revised site plan shows a majority of the ground floor area dedicated to commercial use (64%).

Based on the past interpretations by staff in determining the principal use of a building, and based on Section 29-160 (g) and 29-160 (g) (2) where it is allowed to establish residential uses on upper floors of principal commercial uses, staff deems this to be a permitted use in the C-3 District and College Hill Neighborhood Overlay Zoning District.

**Principal commercial use with accessory residential uses on upper floors is allowed.**

- 2) Building Setbacks: The property is zoned C-3 Commercial District. Principal commercial uses within this district are allowed to have 0 foot setbacks. The site plan shows the building having a 5 foot building setback from College Street and a 2 foot building setback from W 22<sup>nd</sup> Street. A 6 foot building setback is shown along the west and north lot lines. **Building setbacks are satisfied.**
- 3) Density: Typically, the density requirement for a residential use that is part of a property redevelopment would call for a minimum lot area of 37,350 SF (based on 83 proposed units). The total lot size of this particular property is 30,018 SF, so the density requirement would appear to fall short. However, this is not a principal residential use but rather a principal commercial use, and there are no density requirements for the accessory residential component. **No density limit.**
- 4) Parking: On-site parking would not be required for the commercial component of the project, as it is not a requirement in the C-3 District. The College Hill Neighborhood Overlay District (29-160 (g) (2)) states that on-site parking is not required for secondary, accessory residential uses that are located on upper floors of a principal permitted commercial use. The parking section of the zoning ordinance (29-177 (a) (2)) also exempts on-site parking for upper floor/accessory residential uses, where the 1<sup>st</sup> floor is commercial. Even though parking is not required, the developer has shown a total of 65 on-site parking spaces. 47 of the parking spaces would be located underground, and 18 parking spaces would be located on the ground level. If this project were to follow the typical parking requirements for a multi-family development, it would need a total of 136 parking spaces. **Parking is not required for this use within the C-3 District, but the developer is providing 65 on-site parking spaces.**
- 5) Open Green Space: The C-3 District does not have any open green space area requirements.

The provided site plan does show some open space along the west and north property line, where grass and landscape plantings will be provided. **No open green space requirement.**

- 6) Landscaping: The College Hill Neighborhood Overlay District does require landscaping along the periphery of the parking area.

A revised landscaping plan has been submitted, which shows plantings along W 22<sup>nd</sup> Street and along the periphery of the parking lot. **Landscaping plan is acceptable.**

- 7) Building Design: The College Hill Neighborhood Overlay District states that the architectural character, materials, and textures of all buildings shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing several design elements. These are noted below with a review on how each element is addressed.

*Maintaining Similar Roof Pitch:*

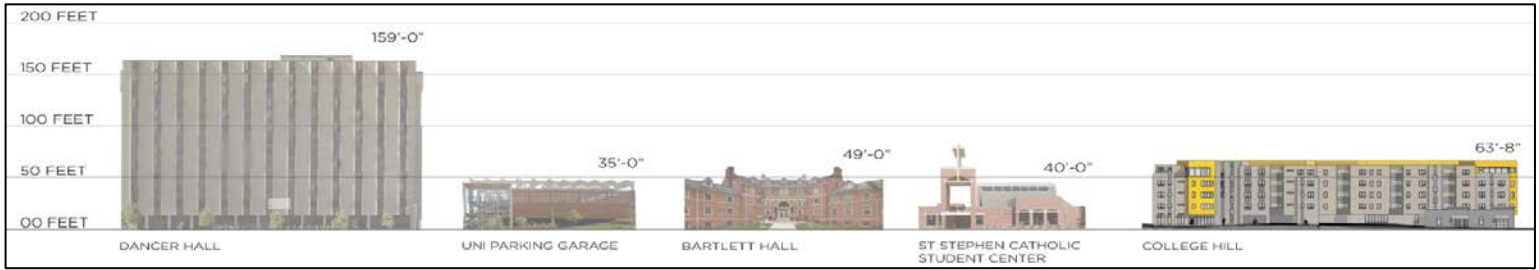
Flat roofs are used in this area. The proposed building also uses a flat roof.

*Maintaining Similar Building Height, Building Scale and Building Proportion:*

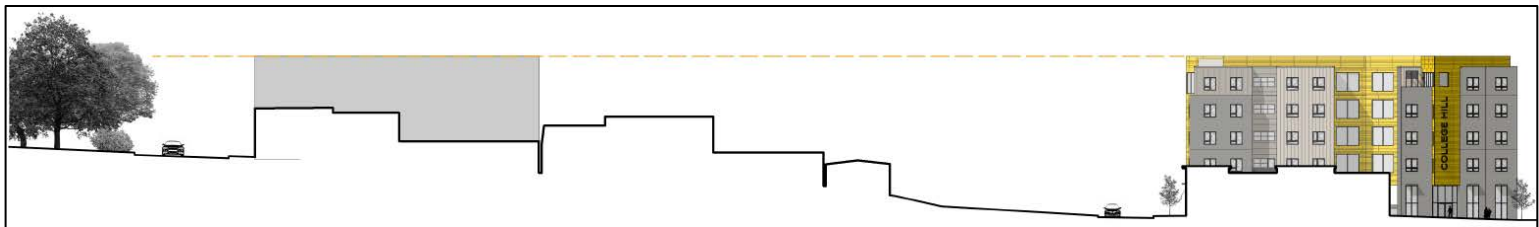
Most of the buildings in this immediate area are either one-story or two-story in height. The proposed building will be 5 stories in height, which would replace two existing two-story structures and one existing single story building that are currently on the property. The property is zoned C-3 Commercial District, which has a building height limitation of 165 feet or three times the width of the road that the building faces. In this case College Street is 40 feet in width, meaning that the maximum building height allowed would be 120 feet (40 feet x 3). As this structure would be 63 feet 8 inches in height, it would meet the height requirement of the Zoning Ordinance. This property is also located within the College Hill Neighborhood Overlay Zoning District. This overlay district does not have a specific height limitation for buildings, but it does call for reviewing the scale of a proposed building in relation to adjoining properties and other nearby properties within the immediate neighborhood.

The applicant has provided a diagram which shows several other buildings within a 2-3 block area that are taller than the proposed building (see attached diagram for building locations). In the diagram, it shows the proposed building with a height of approximately 64 feet. Other buildings in the area and their heights include the St. Stephen Catholic Student Center on W 23<sup>rd</sup> Street at 40 feet in height, Bartlett Hall on the UNI campus on W 23<sup>rd</sup> Street at 49 feet in height, the UNI parking garage on W 23<sup>rd</sup> Street at 35 feet in height, and Dancer Hall on Campus Street on the UNI campus at 159 feet in height. Also, the applicant has provided a side elevation diagram which shows the street section of buildings located on College Street and their height comparison to the proposed building. Based on the diagrams presented below, staff feels that the building scale and height will not be out of character for the area, as there are other structures within the neighborhood that are comparable in scale and height to the proposed building.

# Item H.2.ab.



Building Height Comparisons



Street Section along College Street

*Use of Materials Comparable and Similar to Other Buildings on Nearby Properties in the Immediate Neighborhood:*

Most of the buildings in this immediate neighborhood are constructed with brick materials. University Book and Supply, which is located to the south of this property, is constructed mainly with limestone tiles.

The proposed building will have a more modern look, as it will be constructed with a mix of metal paneling, sandblasted concrete, brick and perforated metal screens. Each of the four sides of the building will have a slightly different design in relation to the amount and type of materials used. Please see the table below which breaks down the use of materials by building side.

Side of Building	Brick	Metal Paneling	Concrete	Openings
North	50.2%	35.9%	0%	13.9%
South (W 22 <sup>nd</sup> St)	36.7%	27.5%	18.3%	17.5%
East (College St)	54.5%	23.9%	0%	21.6%
West	31.5%	54.6%	0%	13.9%



**East (College Street) Elevation**



**South (W 22<sup>nd</sup> Street) Elevation**

In addition to the design of the building, the overlay district looks at building scale, in that the maximum width of the front façade shall not be wider than 40 feet. If a building were to have a larger width than 40 feet, the façade of the building must be broken into modules that give the appearance of smaller, individual buildings.

Each individual module should adhere to the following guidelines, in order to give the appearance of separate, individual buildings:

1. Each module shall be no greater than 40 feet and no less than 10 feet in width.
2. Each module should have a corresponding change in roof line for the purpose of architectural identity.
3. Each module should be distinguished from the adjacent module by at least one of the following means:
  - a. Variation in material colors, types and textures
  - b. Variation in the building and/or parapet height
  - c. Variation in the architectural details such as decorative banding, reveals, stones or tile accent
  - d. Variation in window pattern
  - e. Variation in the use of balconies and recesses

The building has a width of 50 feet, however it would appear that the building scale requirements for this building would meet the above requirements, as there would appear to be individual modules, colors, varying materials, textures, and recesses.

- 8) Trash Dumpster Site: The site plan shows a dumpster enclosure contained within the parking area at the entrance along W 22<sup>nd</sup> Street. New details have been submitted which shows two trash dumpsters completely located within the building, just before entering through the overhead door to get into the parking area. **Trash enclosure is acceptable.**
- 9) Lighting: The C-3 District and College Hill Neighborhood Overlay District regulations do not have specific lighting design guidelines. A lighting plan has been submitted, which details the exterior lighting to be placed along the faces of the building along W 22<sup>nd</sup> Street and College Street. This lighting will light up the faces of the building, highlighting the masonry materials without producing light spill onto other properties. The lighting in the parking areas will be oriented behind beams and soffits so that the light source is

## Item H.2.ab.

concealed while still providing adequate lighting. This will also help to stop any light spill onto adjacent properties. **Lighting plan is acceptable.**

- 10) Signage: Wall signs are illustrated on the building renderings along the south side and east side of the building (facing College Street and W 22<sup>nd</sup> Street). These signs will indicate the name of the development. The proposed wall signs appear to be well within the District limitations of no larger than 1/3<sup>rd</sup> of the surface area of the single wall area to which the wall sign is attached, however this will be reviewed in detail at the time a sign permit is requested. **Signage is acceptable, subject to detailed review with a sign permit.**
- 11) Sidewalks: A minimum 5 foot paved sidewalk exists in front of the property along both College Street and W 22<sup>nd</sup> Street. The site plan shows additional decorative paving located near the entrance along W 22<sup>nd</sup> Street. **Sidewalk requirements are met.**
- 12) Storm Water Management: Storm water will be collected on site via an underground detention area underneath the parking lot and piped to the storm sewer along College Street. City Engineering Staff has indicated that they will need to see the final details on the system once they are designed by the developer's engineer. **Stormwater requirements will need to be reviewed and approved once final design is completed.**

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have few comments on the proposed item. The developer will be responsible to extend all utilities to the site.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the College Hill Neighborhood District Site Plan for a new multi-use building at 2119 College Street.

### PLANNING & ZONING COMMISSION

Discussion 11/21/2017 Ms. Oberle introduced the item and Mr. Graham provided background information. Staff has determined it to be a principal residential use. Based on the zoning ordinance, the on-site parking requirements are not met and there are potential height and setback issues. Staff is recommending that the applicant address comments from the staff report and the Commission to bring back for further discussion and review at a future meeting.

Mr. Graham noted that a letter was received from an attorney representing the concerned citizens of College Hill that addresses three concerns. Brent Dahlstrom, developer (5016 Samantha Circle), came forward and discussed issues with zoning and parking and asked questions with regard to requirements. Mr. Sturch provided explanation to the questions Mr. Dahlstrom presented with regard to buildings on State Street. There was discussion regarding the amount of commercial use in the building. Mr. Dahlstrom asked for recommendations from the staff so he can proceed.

Mr. Holst stated that while he appreciates that Mr. Dahlstrom wants to do the project, he cannot support it as it is. He feels that it fundamentally violates the C-3

zoning. He feels that when residential units are put in, the parking has to come with it. Mr. Dahlstrom argued that there is no parking required and that his last project at 917 W. 23rd Street has no parking stalls. Mr. Graham clarified that an agreement was made to provide parking in the UNI parking lots in the lease at that property. The Planning and Zoning Commission discussed the parking issue at length, noting that the 917 W. 23rd Street project was approved based on the agreement to provide offsite parking. Staff has assumed that those specifications are being enforced as was agreed upon.

Cara Bigelow Baker (1826 Quail Run Lane), works at 2211 College Hill and stated her concern with parking on College Hill. She feels there is not enough parking to support the residents of the building at 917 W. 23rd and there will be even more parking issues if the new building comes without designated parking.

Chris Wernimont, 415½ Washington Street, has rental properties in the area and is concerned about the parking issues that would be created by having that volume of residents with no parking. In his experience, 90% of his student tenants have vehicles and there will be nowhere for people to park.

Andy Fuchtman (422 N. Ellen Street), owner of Sidecar Coffee, stated that he would like to find a way to move toward more progress and would like to see the project move ahead.

Kyle Dehmlow (2113 Vera Way), owns businesses on College Hill. He feels that parking has been less of an issue recently. He has his employees park further away to allow for customer parking. He would like to see more focus on College Hill and would like to see more development.

#### PLANNING & ZONING COMMISSION

Discussion 1/10/2018 Mr. Holst opened the discussion to the public, asking that everyone be concise and do not repeat items that have already been addressed. Dan Manning, attorney representing concerned citizens in the College Hill area, stated their opposition. He sees it as a violation of the City zoning ordinance. He believes that the ordinance was designed to protect all citizens in the development of property, and feels that the proposed building is primarily residential and should not be considered to be commercial. He doesn't feel the building does not conform to the rules and regulations in one of the most regulated areas in the City. Mr. Manning stated that the citizens are not saying that nothing should be built in this area, but the Commission should not rely on what he feels is a "faulty interpretation" of the code. He discussed the parking issues and the standards that need to be met in the area.

Dave Deibler, 1616 Campus Street, expressed his support for the project, stating that he believes the City needs this development. He would like to see College Hill developed and grow.

Cara Bigelow Baker, 1826 Quail Run Lane, does business at the Razor's Edge at

## Item H.2.ab.

2211 College Street. She stated that she is all for development but doesn't believe it is responsible to have this kind of building without adequate parking. She noted that she followed up with UNI regarding parking and discovered that there is no parking permit available for off campus residents to park overnight in the lot. The information that was provided to the City originally was false. She discussed the number of parking permits sold to students and stated that the ration of students with vehicles is much higher than the developer suggested. She noted that the website advertising the building at the Urban Flats building has changed its parking information since it was opened. It originally stated that with a "B" pass they would be eligible to park in the lot north of the building. As of the last meeting they changed the advertisement to "off-street parking available." It now says nothing about parking. She feels that the City should consider amendments to the parking rules for the lots.

Dan Drendel, Slingshot Architecture, architect for the project, feels that the zoning aligns perfectly with the master plan. He displayed renderings of the building showing the height relation to the other buildings, including the Urban Flats building. They feel they have addressed the issues properly in accordance with the ordinance. He also discussed trash enclosures and how they will keep the dumpsters out of view.

Chris Wernimont, 415 ½ Washington Street, pointed out that in the code the principal use does not mention the first floor. It also states that in case of conflict, the most restricted provision shall cover, and he noted that he has concerns about the overall height. He noted concerns by the College Hill Partnership, including height and parking issues.

Brian Sires, 1939 College Street, noted that there should be a single definition of what constitutes the principal use in a building, which is defined as the major use of the building. He's not against development, but believes everyone has to follow city ordinances. He believes it's the Commission's obligation to follow the law.

Mr. Graham wanted to note on record the letters that were received from different members of the community. He went through and named the people who sent comments or letters.

Mr. Wingert asked about the parking on the ground floor and noted that precedent is a big part of the law, and that he has to follow that as opposed to interpretation.

Mr. Leeper spoke to the scale of the project, stating that he feels density is a good thing in an underdeveloped part of town.

Mr. Arntson stated there is a bit of a cloud because of Urban Flats, and feels there needs to be some research with the parking issues. He believes that the estimates of people with cars in the area is low and needs to be taken into consideration. He feels the project looks good overall, but parking needs to be addressed.



Mr. Holst agreed with the sentiments of Mr. Arntson and has issues with the parking. He feels that it is a residential building and it should be treated as such. Ms. Giarusso and Ms. Saul also agreed that they have an issue with the parking.

**PLANNING & ZONING COMMISSION**

Discussion/  
Vote  
1/24/2018

Chair Oberle introduced the item and Mr. Graham provided background information. He explained that the item has been brought the Commission at past meetings for discussion and gave a brief overview of the information covered. He showed the original and the revised plans to illustrate the changes that have been made since previous meetings. He discussed additional site plan review items, such as height, building setbacks, trash enclosures, lighting details, and the landscaping plan. He also discussed the principle commercial use and parking issues that have been brought up in the past. Staff recommends approval of the site plan. Mr. Graham noted that letters that have been submitted since the last meeting were handed out to the Commission.

Larry James, 801 Grand Avenue, Des Moines, Iowa, (attorney on behalf of the applicant), stated that staff laid out the case, the project meets the code requirements and asks that the Commission support the project. He noted that precedent and the code should be considered, and based on the applicant's submittals, the project should be approved.

James Bunkofske, 1706 Cottage Lane, is a property owner in the area and indicated that he provides adequate parking for his rental properties. He doesn't feel that this development is providing enough parking, which will force taxpayers to pay for future parking lots for their tenants.

Dan Manning, 317 6th Avenue, Des Moines, Iowa, (attorney on behalf of the concerned citizens of College Hill), stated that he believes that the definition of principle use is the main use for the building, which is a residential building. He felt that this was covered at the November meeting and he felt that staff and the commission were in agreement. He asked that the application be rejected and revised.

Mr. Bunkofske suggested that the developer create parking on other locations that he owns.

Dr. Brian Sires, owner of University Manor at 1939 College Street, feels that this project is not being considered correctly and that there are more cars than are being accounted for. He feels that they are reinventing the code for the project and that this should be considered a residential project. The City is supposed to follow its own code as codes are legal restrictions.

Kurt Rickard, 223 W. 2nd Street, discussed principle and permitted use, as well as parking requirements and his interpretation of the code.

Nick Taiber, 1709 Clay Street, believes that people are changing single-family homes into rental homes to meet market demand. He feels the developer is trying

## Item H.2.ab.

to meet that demand. He stated he feels the Commission should start looking at this as a chance to solve problems in neighborhoods and encourage these projects. He suggested that slight modifications to the parking policies it will also help.

Dave Deibler, 1616 Campus Street, owner of properties on College Hill, is in favor of the project and feels that it is good for the district.

Andy Fuchtman, 422 N. Ellen Street, (owner of Sidecar Coffee), feels that this will be great for the area and the businesses.

Kara Bigelow Baker, 1826 Quail Run Lane, (works at the Razor's Edge Hair Salon), feels that the project is needed, but feels that the parking is a big issue. She stated that the Commission was sent a request for a parking study in the area and asked why that has not been done. She also discussed issues with the Urban Flats building, University parking passes, and how parking issues have been created in the City lots. The Overlay Districts are in place to preserve the special characteristics of the areas. If the parking availability is continually disrupted, business occupancy will decline.

Dennis Bigelow, 3909 Beaver Ridge Circle, had concerns about the project with regard to deciding whether the principle use is commercial or residential. He suggests that there be a collaborative effort between the City, property owners, and the developer to complete a parking study. He feels that if you open the door to problems now, the door is open to future problems. He believes the project is a good concept, but parking issues need to be dealt with first.

Ms. Oberle closed the public comment period and asked if the petitioner would like to address any comments. Mr. James stated that he appreciates the comments and that he can see that there are a lot of people who care about their city. He feels the client has heard the concerns of the neighbors and has made adjustments accordingly.

Mr. Arntson feels the building looks great and utilizes solid materials. He feels that the effort to put full underground parking with 47 spaces is not an insignificant investment and agrees that there should be a reduction in the number of conversions from single-family to multi-unit in the area to get the population more concentrated in the neighborhood. Mr. Arntson stated that he is torn between the option of limiting the building size or creating an overflow parking area at another location, assuming that there is a parking problem.

Mr. Leeper asked about future development and if staff is encouraging these types of projects. Mr. Graham clarified that staff doesn't really have a preference but would like there to be more clarity in the code if it does come up again.

Ms. Giarusso asked about the zoning district boundary and the parking requirements for R-3 zoning. Mr. Graham explained the standards and parking requirements.

Mr. Holst stated that he feels the need to be fair and look at the intent. He noted that parking regulations need to be maintained for the uses and that there are different requirements in neighboring districts. C-3 is intended for commercial. He doesn't feel it's fair for this to be allowed to have half of the parking that would be expected anywhere else in the City.

Ms. Saul feels that the Commission has to get back to what the zoning ordinance says, and maintains that the primary principle use of the property is residential and should refer to R-4 zoning ordinance requirements. She likes the project and feels we need something like this, but at this time it conflicts with the ordinance.

Mr. Leeper agrees that the primary use is residential and also agrees that these are the kind of projects we should be moving toward. He realizes that people are unhappy with the parking, but hopes that the changes to the zoning ordinance help to enable more projects like this.

Mr. Wingert agrees that a zoning change is needed to accomplish the growth seen in other communities. He asked about what the facts are with regard to parking and feels a parking study should be done. He completed his own independent parking study and doesn't feel there is a parking problem.

Mr. Hartley made a motion to approve. Mr. Wingert seconded the motion. The motion was approved with 5 ayes (Arntson, Hartley, Leeper, Oberle, and Wingert), and 4 nays (Adkins, Giarusso, Holst and Saul).







**OWNER OF RECORD:**

CV COMMERCIAL, LLC

**DATE OF PREPARATION:**

1-10-2017

**APPLICANT INFORMATION**

SLINGSHOT ARCHITECTURE  
305 EAST COURT AVE.  
DES MOINES, IOWA 50309

**DEVELOPER INFORMATION**

604 CLAY ST.  
CEDAR FALLS, IOWA 50613  
CONTACT: CORY HENKE (319-640-0182)

**ZONE INFORMATION:**

DISTRICT: C3 (COLLEGE HILL OVERLAY)

**BUILDING SETBACKS**

	REQUIRED	PROVIDED (MIN)
FRONT YARD:	0'	0'
SIDE YARDS:	5'	5'
REAR YARD:	5'	5'
LOT AREA: 0.69 AC (29,914 SF) IMPERVIOUS: 0.56 AC (24,316 SF)		

**PARKING INFORMATION:**

	PROVIDED
ABOVE GROUND:	18
HANDICAP ACCESSIBLE	1
BELOW GROUND:	47
HANDICAP ACCESSIBLE	2

**FLOODPLAIN INFORMATION:**

NO FLOODPLAIN PRESENT PER FIRM PANEL #19013C0164F

**LEGEND**

- 1. PCC
- 2. LANDSCAPING

**STORMWATER MANAGEMENT**

STORMWATER MANAGEMENT TO BE PROVIDED BY UNDERGROUND DETENTION

**PROPERTY USE**

MULTIFAMILY HOUSING AND RETAIL

**SIGHT TRIANGLES**

SIGHT TRIANGLE DIMENSIONS ARE BASED ON A 30 MPH DESIGN SPEED

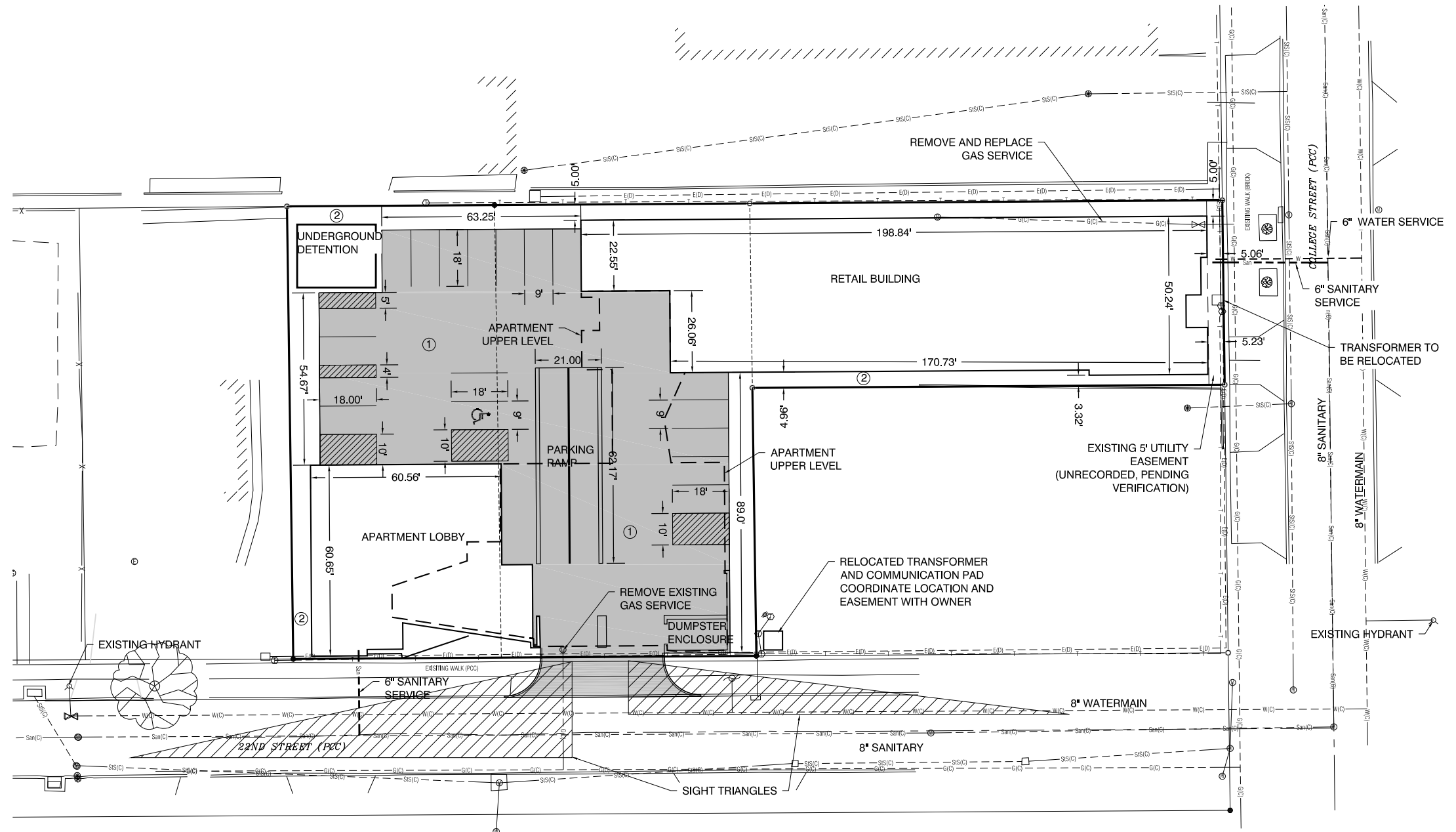
**UTILITY INFORMATION**

CENTURY LINK UTILITIES ARE PRESENT ON SITE. TO BE REMOVED DURING CONSTRUCTION.

**EASEMENTS**

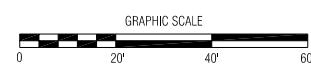
NO EXISTING RECORDED EASEMENTS ARE PRESENT ON SITE.

PROVIDE 6'X6' EASEMENT FOR RELOCATED TRANSFORMER AND COMMUNICATIONS PAD. COORDINATE LOCATION WITH OWNER OF LOT.



-299-

1:5627.dwg/Sheets/5627 - Layout.dwg - CCA Plan - 01-10-18 - 1:57pm - B:0293



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**COLLEGE HILL**  
CEDAR FALLS, IOWA

**LAYOUT PLAN**

PROJECT NO. 5627.04  
SHEET NO. C.200

Item H.2.ab



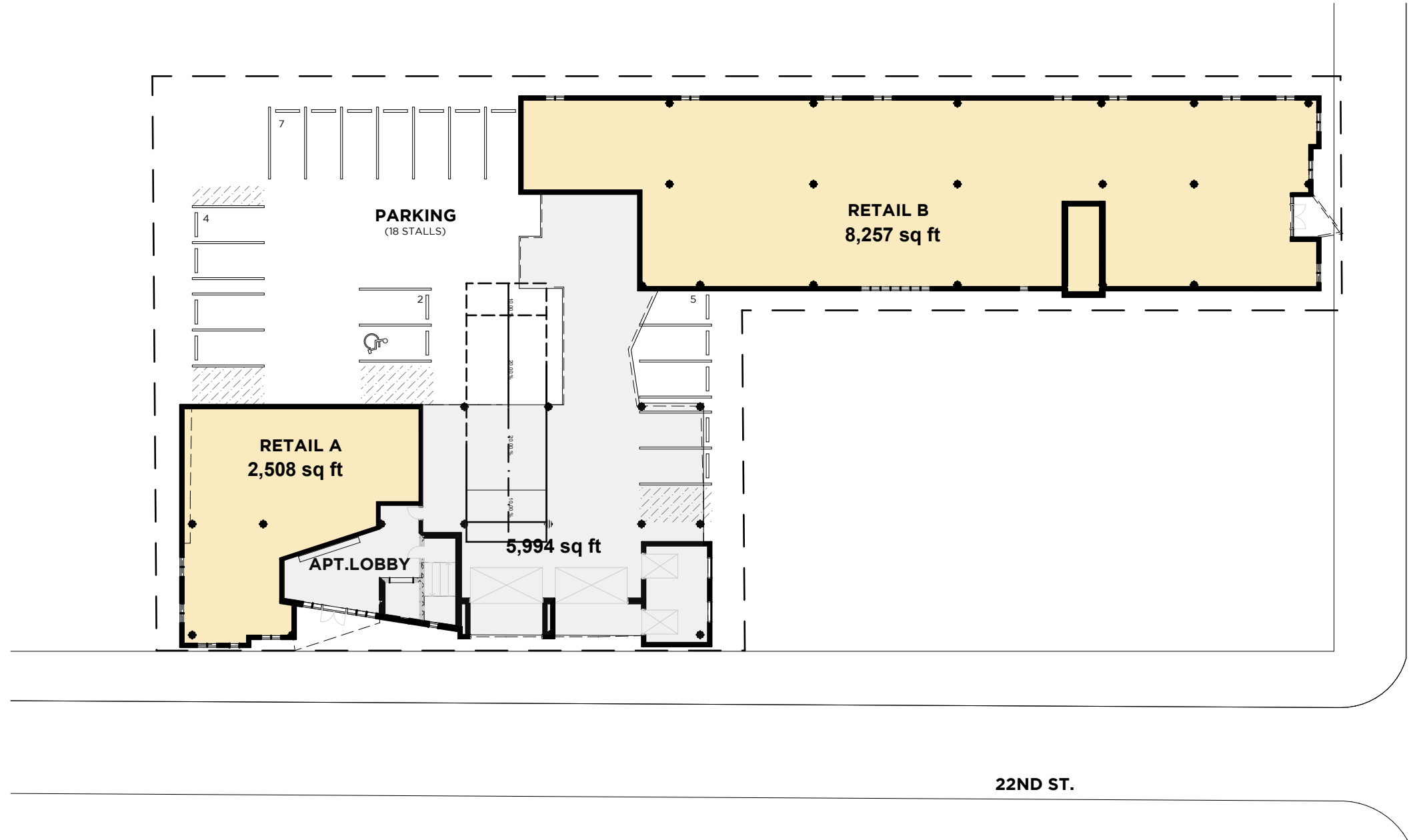




# COLLEGE HILL

## GROUND FLOOR

Item H.2-ab.



TOTAL RENTABLE RETAIL = 10,765 sq ft (64%)

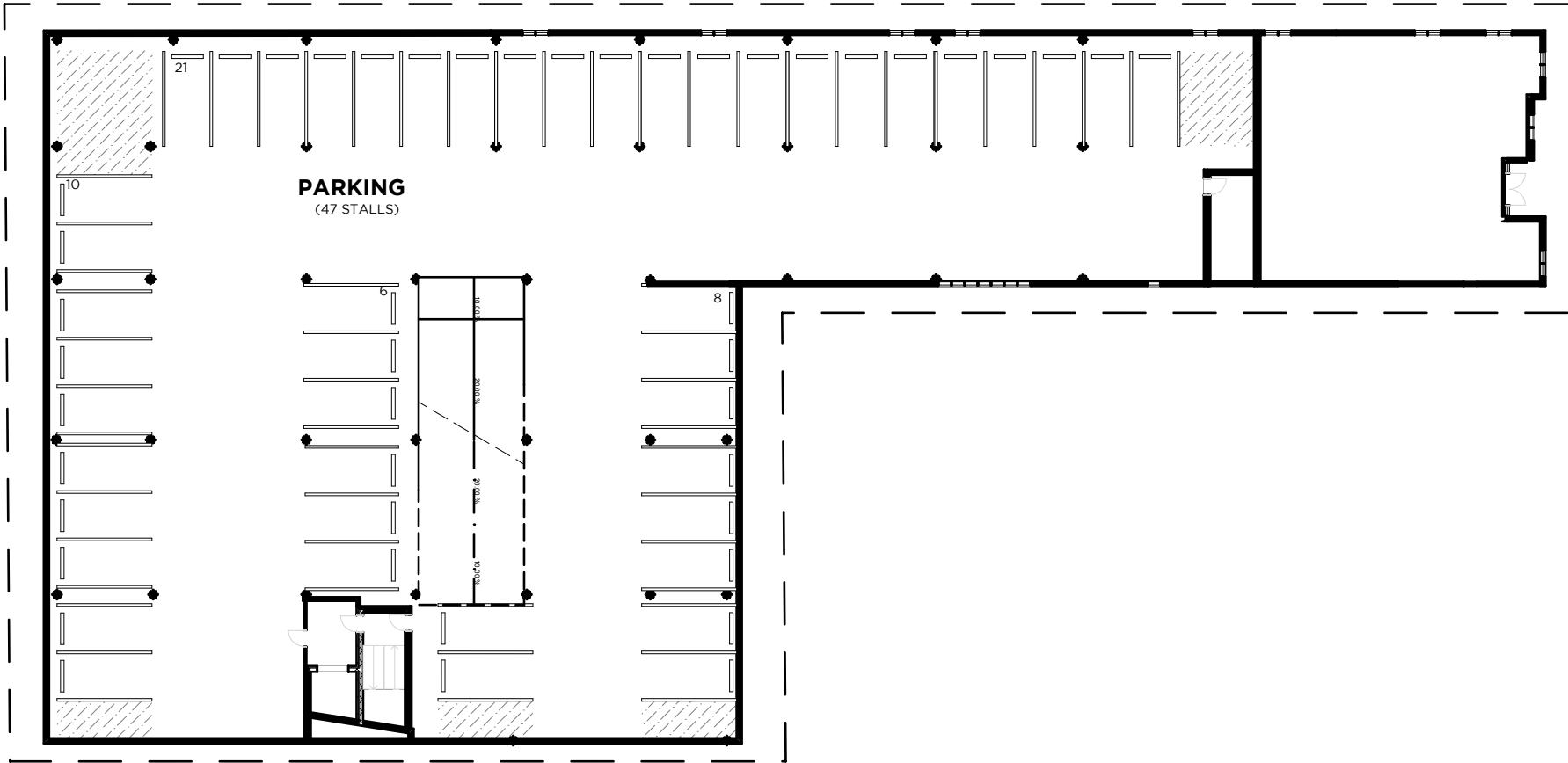
### LEVEL 1 - RETAIL + PARKING

SCALE: 1/32" = 1'-0"

# COLLEGE HILL

## BASEMENT

-303-



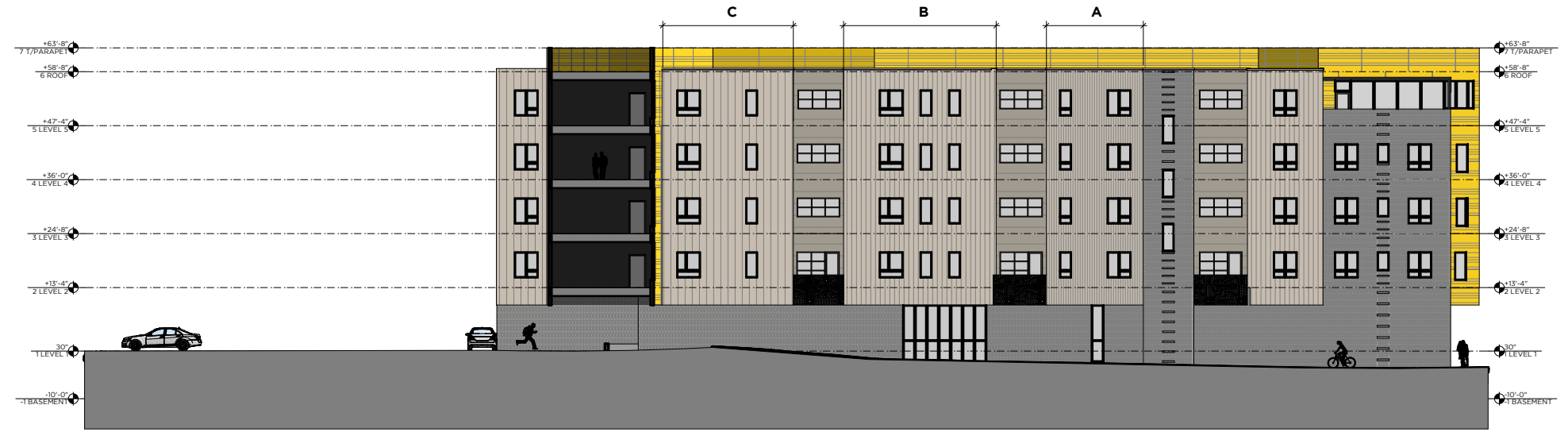
### UNDERGROUND PARKING

SCALE: 1/32" = 1'-0"

# COLLEGE HILL

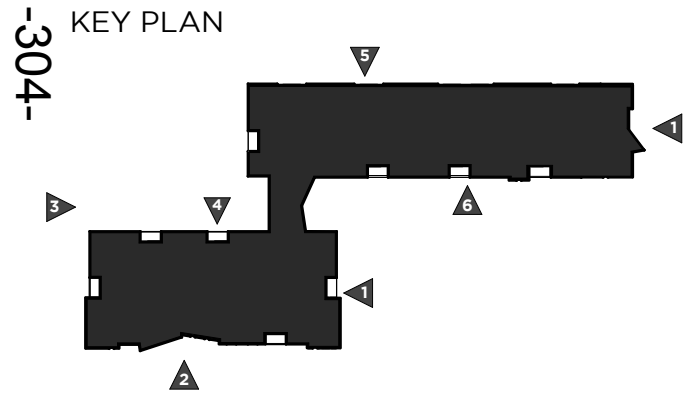
## ELEVATIONS

Item H.2.ab.



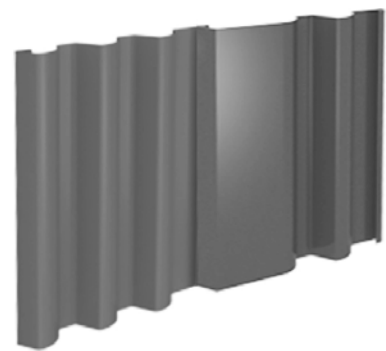
(6) SOUTH ELEVATION

METAL PANEL @ FRONT FACE = 48.3%  
 BRICK @ FRONT FACE = 38.1%  
 OPENINGS @ FRONT FACE = 13.6%

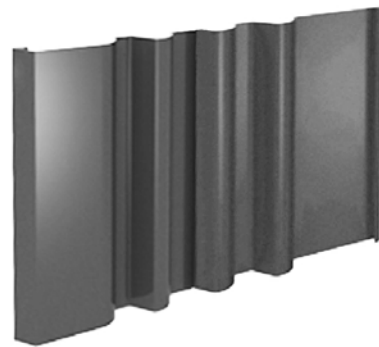


(5) NORTH ELEVATION

METAL PANEL @ FRONT FACE = 35.9%  
 BRICK @ FRONT FACE = 50.2%  
 OPENINGS @ FRONT FACE = 13.9%



(A) METAL PANEL



(B) METAL PANEL



(C) METAL PANEL



METAL PANEL



BRICK



PERFORATED METAL SCREEN

# COLLEGE HILL

## ELEVATIONS



(4) NORTH ELEVATION - SOUTH BAR

METAL PANEL @ FRONT FACE = 75.3%  
 BRICK @ FRONT FACE = 13.6%  
 OPENINGS @ FRONT FACE = 11.1%



(3) WEST ELEVATION

METAL PANEL @ FRONT FACE = 54.6%  
 BRICK @ FRONT FACE = 31.5%  
 OPENINGS @ FRONT FACE = 13.9%



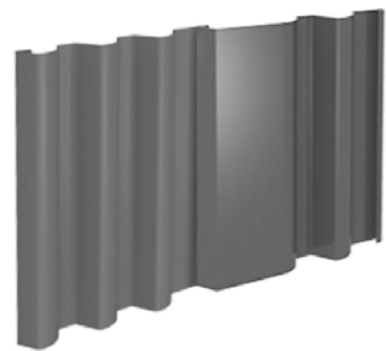
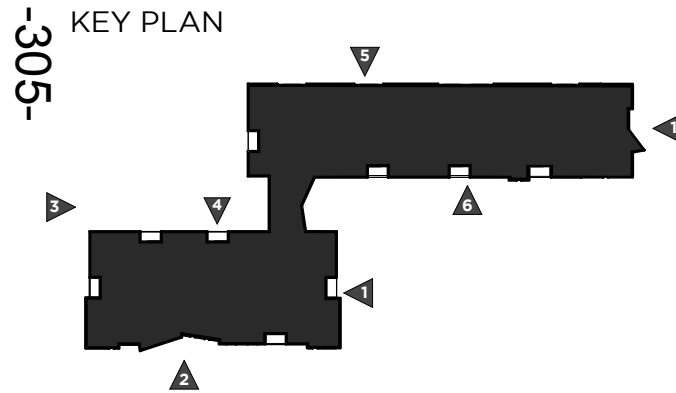
(2) SOUTH ELEVATION - SOUTH BAR

METAL PANEL @ FRONT FACE = 27.5%  
 BRICK @ FRONT FACE = 36.7%  
 OPENINGS @ FRONT FACE = 17.5%  
 CONCRETE @ FRONT FACE = 18.3%

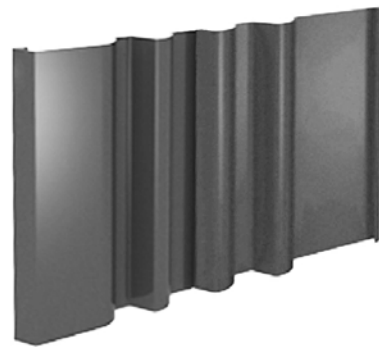


(1) EAST ELEVATION

METAL PANEL @ FRONT FACE = 23.9%  
 BRICK @ FRONT FACE = 54.5%  
 OPENINGS @ FRONT FACE = 21.6%



(A) METAL PANEL



(B) METAL PANEL



(C) METAL PANEL



METAL PANEL



BRICK  
 COLLEGE BRICK: 71%  
 22ND STREET BRICK: 43%



PERFORATED METAL SCR



# COLLEGE HILL

22ND STREET



-307-

# COLLEGE HILL

COLLEGE STREET

Item H.2.ab.

-308-





# COLLEGE HILL

## CORNER VIEW



-309-

# COLLEGE HILL

## VIEW THROUGH PARKING LOT

Item H.2.ab.



-310-

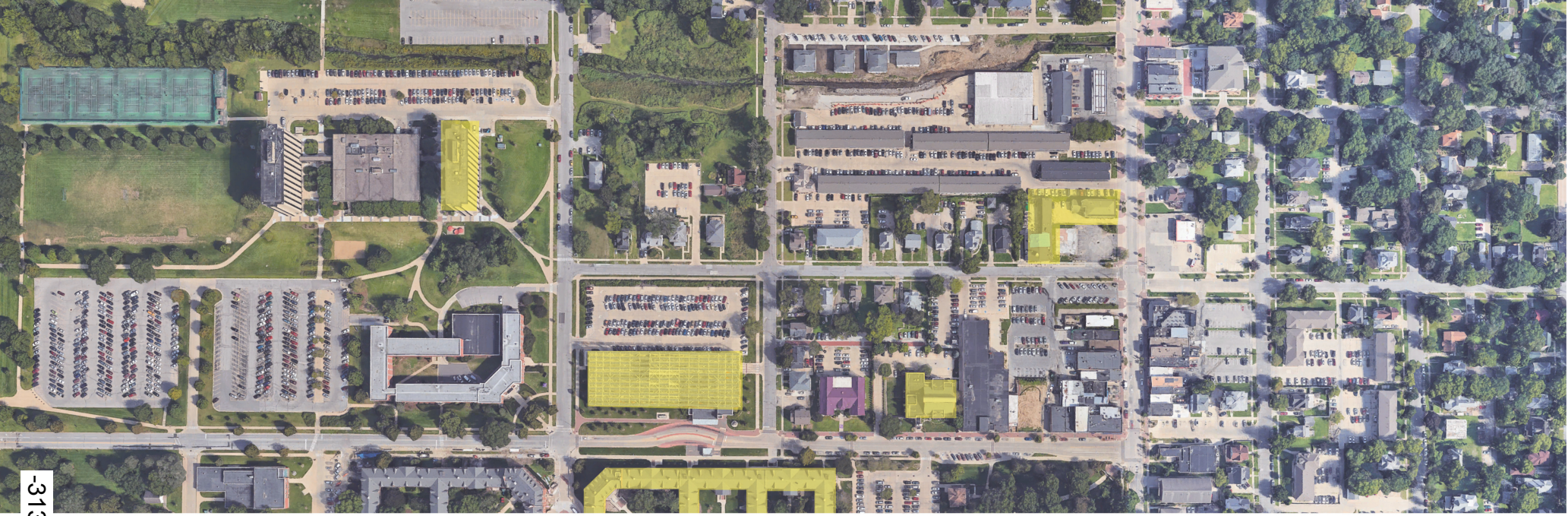
# COLLEGE HILL

VIEW AT NORTH SIDE

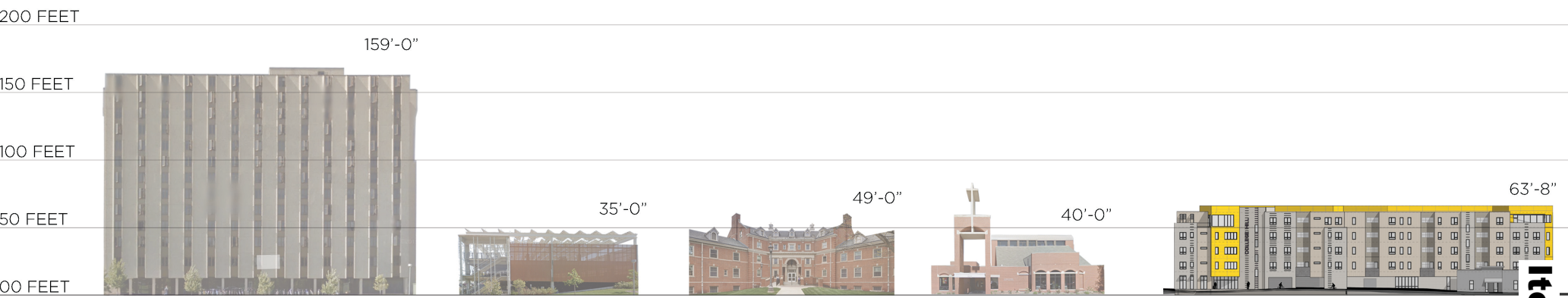


-311-





# CEDAR FALLS BUILDING HEIGHTS



DANCER HALL

UNI PARKING GARAGE

BARTLETT HALL

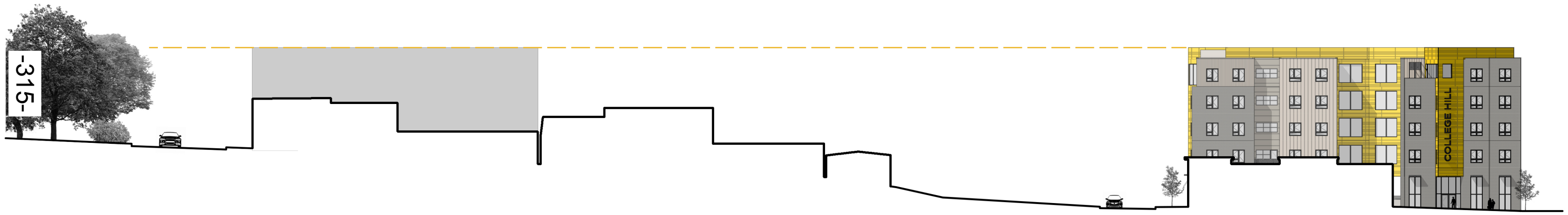
ST STEPHEN CATHOLIC STUDENT CENTER

COLLEGE HILL



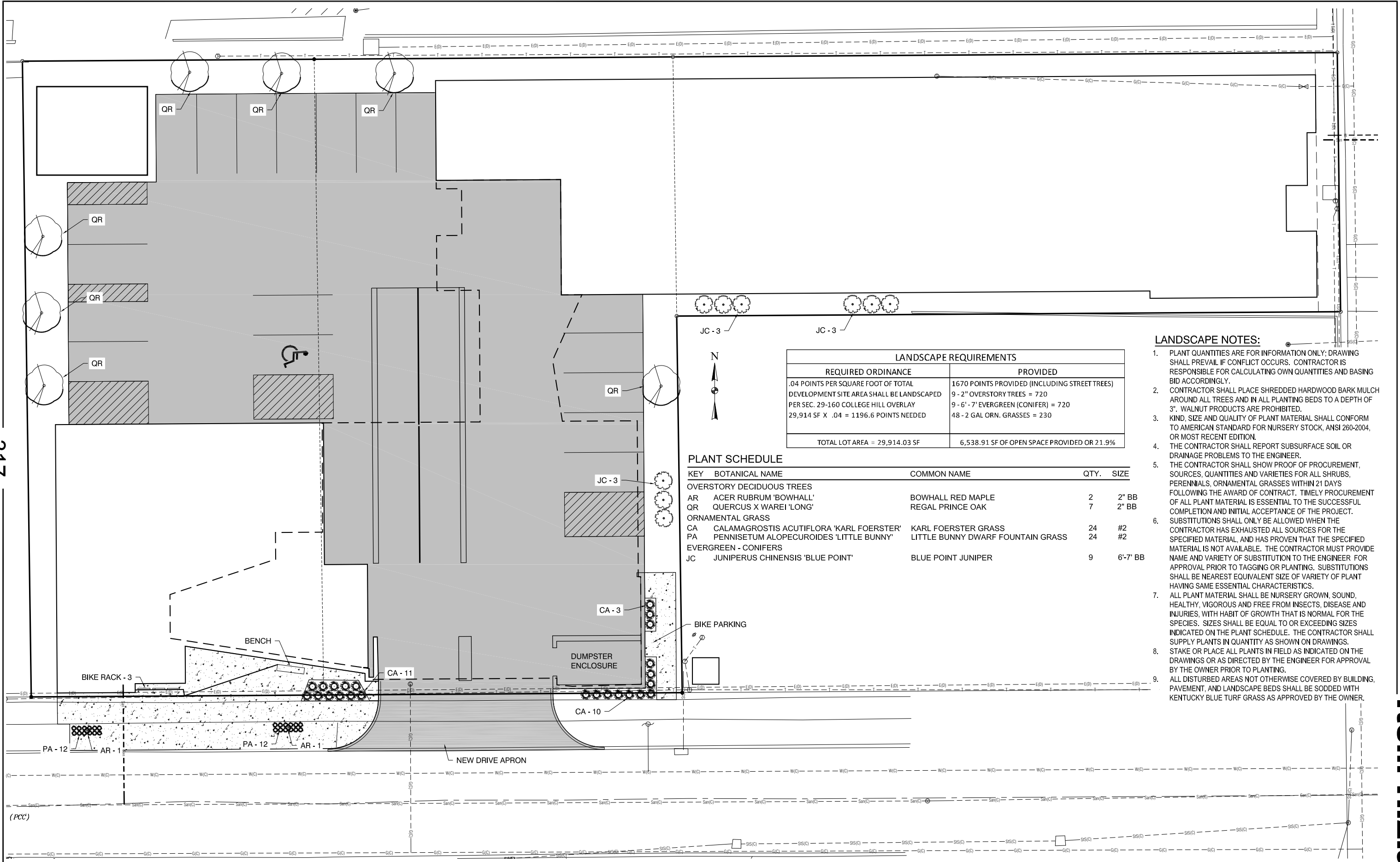
# COLLEGE HILL

## STREET SECTION









LANDSCAPE REQUIREMENTS	
REQUIRED ORDINANCE	PROVIDED
.04 POINTS PER SQUARE FOOT OF TOTAL DEVELOPMENT SITE AREA SHALL BE LANDSCAPED PER SEC. 29-160 COLLEGE HILL OVERLAY	1670 POINTS PROVIDED (INCLUDING STREET TREES)
29,914 SF X .04 = 1196.6 POINTS NEEDED	9 - 2" OVERSTORY TREES = 720 9 - 6' - 7" EVERGREEN (CONIFER) = 720 48 - 2 GAL ORN. GRASSES = 230
TOTAL LOT AREA = 29,914.03 SF	6,538.91 SF OF OPEN SPACE PROVIDED OR 21.9%

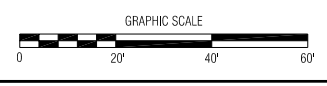
**PLANT SCHEDULE**

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
<b>OVERSTORY DECIDUOUS TREES</b>				
AR	ACER RUBRUM 'BOWHALL'	BOWHALL RED MAPLE	2	2" BB
QR	QUERCUS X WAREI 'LONG'	REGAL PRINCE OAK	7	2" BB
<b>ORNAMENTAL GRASS</b>				
CA	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER GRASS	24	#2
PA	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY DWARF FOUNTAIN GRASS	24	#2
<b>EVERGREEN - CONIFERS</b>				
JC	JUNIPERUS CHINENSIS 'BLUE POINT'	BLUE POINT JUNIPER	9	6'-7" BB

**LANDSCAPE NOTES:**

1. PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWING SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BASING BID ACCORDINGLY.
2. CONTRACTOR SHALL PLACE SHREDDED HARDWOOD BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3". WALNUT PRODUCTS ARE PROHIBITED.
3. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI 260-2004, OR MOST RECENT EDITION.
4. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE ENGINEER.
5. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
6. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE ENGINEER FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
7. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT SCHEDULE. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON DRAWINGS.
8. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
9. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, AND LANDSCAPE BEDS SHALL BE SODDED WITH KENTUCKY BLUE TURF GRASS AS APPROVED BY THE OWNER.

S:\6627\wg\Sheets\6627 - Landscaping.dwg - CGA Plan - 01-08-18 - 12:00pm - BJC293



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-6701  
www.cgaconsultants.com

DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**COLLEGE HILL**  
CEDAR FALLS, IOWA

**LANDSCAPING PLAN**

PROJECT NO. 5627.04  
SHEET NO. L.100

**Item H.2.ab**



**SLINGSHOT**  
ARCHITECTURE

2018.01.12

Shane Graham  
City of Cedar Falls  
Planning and Community Services  
Cedar Falls, IA 50613

RE: College Hill Project - Exterior Building Lighting

Shane:

In follow up to the staff comments on the project, we also wanted to provide a narrative for the exterior lighting design of the project. Two primary strategies will be implemented and are described below.

First, the faces of the building that front the public streets to the south and east will be washed with vertical, narrow beam sconces. The intent is to light up these active faces of the building to add to the character and safety of the neighborhood. By washing the surfaces of the building, the masonry materiality of the building will be highlighted without producing light spill on to other properties.

For the parking areas, the goal will be to provide safety without producing unnecessary light spilling on to other properties or shining into any residential windows of neighboring properties. The linear fixture will be oriented behind beams and soffits so that the light source is concealed while lighting the parking area to an average of approximately 10 foot candles. All site lighting of the parking lot will meet minimum requirements and limit the light levels at the property line to a maximum of 1 foot candle.

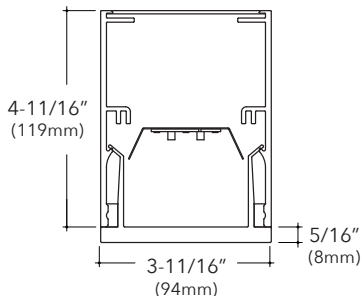
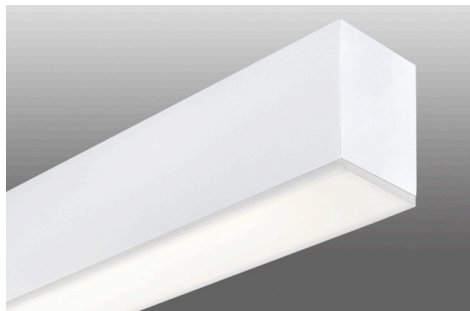
Cut sheets for each lighting type described above are attached for reference.

Please let us know if you have any questions on the items above.

Respectfully submitted,



Dan Drendel, AIA  
Slingshot Architecture



# EDGE EX3WET

3" Suspended Direct Linear WET

## Key Features

- Approved for wet location unless otherwise noted. IP65 and IK10 rated
- 6063-T5 Extruded aluminum housing
- Highly reflective die-formed white painted reflector
- All-inclusive module houses all LED system components in one compact unit
- Unit easily releases from the housing for room-side maintenance
- Wiring access available through bottom of housing
- 5-year limited warranty covers LED, driver and fixture
- UL and cUL listed
- Buy American Act compliant



Example Part #: EX3-WET-N-830HO-8'-IND-AC48G1-U-OL1-1-0-W

**EX3** - **WET** - **N** - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

DIRECT SHIELDING    INDIRECT SHIELDING    CRI, CCT & OUTPUT    LENGTH    MOUNTING    VOLTAGE    DRIVER    CIRCUITING    BATTERY & EMERGENCY    FINISH    FIXTURE OPTIONS

WET	N	-----		
DIRECT SHIELDING	INDIRECT SHIELDING	CRI, CCT & OUTPUT	LENGTH <sup>1</sup>	
<b>WET</b> - Satine Wet Lens Shielding pg. 2	<b>N</b> - None Shielding pg. 2	<b>27</b> - 2700K <b>30</b> - 3000K <b>35</b> - 3500K <b>40</b> - 4000K <b>CL</b> - Custom Lumens <b>CW</b> - Custom Watts Lumen Output pg. 2  Example: 830HO is 8 = 80 CRI; 30 = 3000K; HO = High Output; Blank = Standard Output	- Individual Fixture Length pg. 2	
-----	-----	-	---	
POSITION <sup>2</sup>	MOUNTING <sup>3</sup>	VOLTAGE	DRIVER	
<b>IND</b> - Individual Fixture <b>BOR</b> - Beginning of Row <b>MOR</b> - Middle of Row <b>EOR</b> - End of Row Position pg. 3	<b>PP_JB</b> - Pendant to J Box <b>PP_ST</b> - Pendant to Structure <b>WA</b> - Wall Mount <b>S</b> - Surface Mount Mounting pg. 3	<b>U</b> - Universal (120 thru 277V) <b>1</b> - 120V <b>2</b> - 277V <b>3</b> - 347V Voltage pg. 3	<b>OL1</b> - Osram (10%, 0-10v, standard) <b>OL2</b> - Osram (1%, 0-10v) <b>OL3</b> - Osram 347v (10%, 0-10v) <b>EE1</b> - eldoLED ECOdrive (1%, 0-10v) <b>EE3</b> - eldoLED ECOdrive (1%, DALI) <b>PL2</b> - Philips Xitanium (1%, 0-10v) <b>PS1</b> - Philips Xitanium (50%/100%) <b>LH1</b> - Lutron Hi-lume (1%, EcoSystem) <b>LH3</b> - Lutron Hi-lume (1%, 3-wire) <b>L51</b> - Lutron 5-Series (5%, EcoSystem) <b>ND</b> - Non-Dimming Driver pg. 3	
-	---	--	----	
CIRCUITING	BATTERY & EMERGENCY <sup>4</sup>	FINISH	FIXTURE OPTIONS	CONTROLS
<b>1</b> - Single Circuit <b>M</b> - Multi Circuit <b>E</b> - Emergency (entire fixture) <b>N</b> - Night Light (entire fixture) Circuiting pg. 4	<b>0</b> - None <b>P</b> - Philips Bodine 10W <b>I</b> - Iota 10W Integral <b>IC</b> - Iota 10W Integral (CEC Listed) <b>E</b> - Emergency Section <b>N</b> - Night Light Section <b>L</b> - Life Safety Section <b>G</b> - Philips Bodine GTD Battery and Emergency pg. 4	<b>W</b> - White <b>S</b> - Metallic Silver <b>BL</b> - Textured Black <b>BR</b> - Bronze <b>GR</b> - Graphite <b>CC</b> - Custom Color Finish pg. 4	<b>GLR</b> - Internal Fast Blow Fuse <b>EPF</b> - End Power Feed <b>CC-C</b> - Custom Color Canopy <b>CC-P</b> - Custom Color Pendant Fixture Options pg. 5	Pinnacle is able to accommodate different control solutions from different manufacturers. Consult Factory for more information.

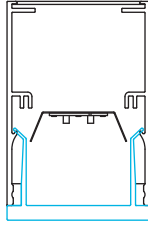
<sup>1</sup> Individual fixtures come in nominal 2', 3', 4', 5', 6', 7', & 8' lengths, see pg. 2 for actual lengths. <sup>2</sup> Specify position of fixture. Use IND for an individual fixture, use BOR, MOR, or EOR for building connected rows. <sup>3</sup> Specify pendant length of either 12", 18" or 24". <sup>4</sup> Enter quantity for Battery and Emergency, Example 2P.

Specifications and dimensions subject to change without notice. Specification sheets that appear on [pinnacle-ltg.com](http://pinnacle-ltg.com) are the most recent version and supersede all other previously printed or electronic versions.



**Direct Shielding**

**WET**  
Satine Wet Lens



**Indirect Shielding**

**N**  
None

**Output**

- Specify either 80 or 90 CRI
- Longer lead-time may apply for 90 CRI. Consult factory
- 80 CRI = R9≥19 and 90 CRI = R9≥61

**Custom Output- Lumens OR Wattage**

**CL** \_\_\_\_\_ Specify CRI, CCT and desired lumens (i.e. CL835500) *Specify lumens between standard offering listed below. Lumens are specified per color temp*

**CW** \_\_\_\_\_ Specify CRI, CCT and desired wattage (i.e. CW9407) *Specify watts between standard offering listed below*

**80 CRI**

	Color	Output	Watts <i>per foot</i>	Shielding <b>WET</b> Satine Wet <i>Lumens/ft</i>	<i>LPW</i>
<b>830</b>	3000K	Standard	4.7	319	67.9
<b>830HO</b>	3000K	High	8.7	593	68.6
<b>835</b>	3500K	Standard	4.7	328	69.8
<b>835HO</b>	3500K	High	8.7	610	70.5
<b>840</b>	4000K	Standard	4.7	335	71.3
<b>840HO</b>	4000K	High	8.7	622	71.9

**90 CRI**

<b>927</b>	2700K	Standard	4.7	252	53.6
<b>927HO</b>	2700K	High	8.7	469	54.2
<b>930</b>	3000K	Standard	4.7	294	62.6
<b>930HO</b>	3000K	High	8.7	547	63.2
<b>935</b>	3500K	Standard	4.7	295	62.8
<b>935HO</b>	3500K	High	8.7	549	63.5
<b>940</b>	4000K	Standard	4.7	299	63.6
<b>940HO</b>	4000K	High	8.7	555	64.2

**Length**

2	3	4	5	6	7	8
Individual Fixture	Individual Fixture	Individual Fixture	Individual Fixture	Individual Fixture	Individual Fixture	Individual Fixture
27-1/8" (689mm)						
	39" (991mm)					
		50-3/4" (1289mm)				
			62-5/8" (1591mm)			
				74-5/8" (1895mm)		
					86-1/2" (2197mm)	
						98-3/8" (2499mm)

Specifications and dimensions subject to change without notice. Specification sheets that appear on pinnacle-ltg.com are the most recent version and supersede all other previously printed or electronic versions.



## Position

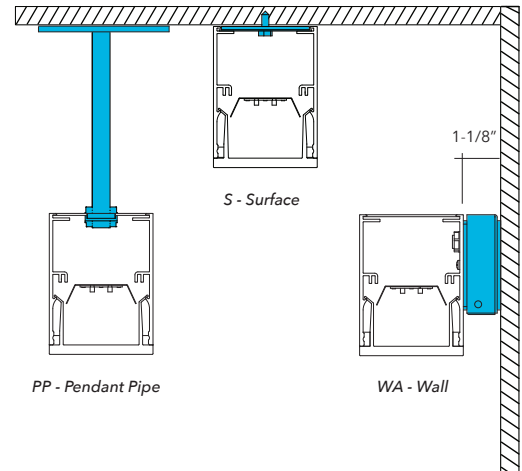
- When making rows with EDGE Wet, the rows must be ordered as individual units with a position specified
- Positions can either be "BOR" - Beginning of Row, "MOR" - Middle of Row, or "EOR" - End of Row
- The connection between fixtures is less than 1/8"
- For single, non-connected units, specify as "IND" for individual

IND	BOR	MOR	EOR
Individual Fixture	Beginning of Row	Middle of Row	End of Row

## Mounting

- 1/2" diameter rigid stem pendant and wall mount available
- Specify overall pendant length of 12", 18" or 24"
- Specify pendant length in ordering code (PP12JB)
- Utilize Surface Mount for in-wall application. Building surface waterproofing by others
- End trims and power cord attached at factory
- Canopies and pendants are painted white unless otherwise specified
- Canopy and pendant color specified on Fixture Options page
- Approved for wet location unless otherwise noted
- Refer to installation instructions during installation at the jobsite

PP_JB	Pendant Pipe to J-Box
PP_ST	Pendant Pipe to Structure
WA	Wall Mount
S	Surface



## Voltage

- Some EDGE Wet configurations will not accommodate all voltage options; consult with factory

U	Universal
1	120 volt
2	277 volt
3	347 volt

## Driver

- Standard Driver Option = OL1
- Driver Lifetime: 50,000 hours at 25°C ambient operating conditions
- For more driver options see Pinnacle Resource Guide
- Some EDGE Wet configurations will not accommodate all driver options; consult with factory

OL1	Osram Optronic 10%, 0-10v
OL2	Osram Optronic 1%, 0-10v, nominal 1% dimming range
OL3	Osram Optronic 347v 10%, 0-10v, requires 347v option
EE1	eldoLED ECOdrive 1%, 0-10v Logarithmic
EE3	eldoLED ECOdrive 1%, DALI Logarithmic
PL2	Philips Advance Xitanium 1%, 0-10v
PS1	Philips Advance Xitanium Step Dimming 50%/100%
LH1	Lutron Hi-lume Soft-on, Fade-to-black 1%, EcoSystem, LDE1
LH3	Lutron Hi-lume 1%, 3-wire, Lutron-L3DA3W
L51	Lutron 5-Series 5%, EcoSystem, LDE5
ND	Non-Dimming



## How to specify Circuiting, Battery and Emergency

1

- Select fixture circuiting from options below
- Some EDGE Wet configurations will not accommodate all circuiting options, consult with factory

### Circuiting

<b>1</b>	Single Circuit
<b>M</b>	Multi Circuit
<b>E</b>	Emergency Circuit only
<b>N</b>	Night Light Circuit only

2

+

3

- Battery and emergency section options are available in addition to fixture circuit
- Select battery and emergency section options below; factory shop drawing required
- Some EDGE Wet configurations will not accommodate all circuiting options, consult with factory

### Battery and/or Emergency *If Required*

<b>0</b>	No battery or specific emergency section required
----------	---

### Battery

- Select battery section type if required, indicate total QTY. *Example 2P*
- 90 minute battery runtime; test button is integral to fixture
- No battery option available for 2' lengths
- Entire direct fixture housing is on battery for lengths up to 5'
- Half of direct fixture is on battery for 6', 7' or 8' housing lengths
- For more battery options available, see Pinnacle Resource Guide

<b>0</b>	No battery
<b>_P</b>	Philips Bodine 10w Integral
<b>_I</b>	Iota 10w Integral
<b>_IC</b>	Iota 10w Integral <i>CEC Listed</i>

### Emergency

- Select emergency section type if required, indicate total QTY. *Example 1E*
- Combine battery and emergency section ordering codes if both options are selected

<b>_E</b>	Emergency circuit section
<b>_N</b>	Night Light circuit section
<b>_L</b>	Life Safety circuit section NO THROUGH WIRE
<b>_G</b>	Philips Bodine GTD, Generator Transfer Device section

#### For Approximate Battery Lumen Output

- Multiply battery wattage X fixture LPW shown on Lumen Table
- 92.3 (LPW) x 10 (watts) = 923 battery lumen output

#### Battery OR Emergency Ordering Examples

- Single circuit, 10w Integral Battery      Ordering Code: 1-1P
- Emergency only, 10w Integral Battery      Ordering Code: E-1P
- Single circuit, GTD required      Ordering Code: 1-1G

#### Combination Section Ordering Examples

- Single circuit, (1) 10w battery, (1) emergency section      Ordering Code: 1-1P1E
- Multi circuit, (2) 10w battery, (2) emergency sections      Ordering Code: M-2P2E
- Single circuit, (1) night light section      Ordering Code: 1-1N

### Finish

- Standard powder-coat textured white, metallic silver, textured black, graphite or bronze painted finish; consult factory for chip of standard paint finishes
- Selecting a fixture finish other than white may impact lumen output; consult factory for more information

<b>W</b>	White
<b>S</b>	Metallic Silver
<b>BL</b>	Textured Black
<b>GR</b>	Graphite
<b>BR</b>	Bronze
<b>CC</b>	Custom Color



## Fixture Options

- Specify CC-C or CC-P to match housing. If not specified, canopy will be standard matte white.

<b>GLR</b>	Internal Fast Blow Fuse
<b>EPF</b>	End Power Feed
<b>CC-C</b>	Custom Color Canopy
<b>CC-P</b>	Custom Color Pendant

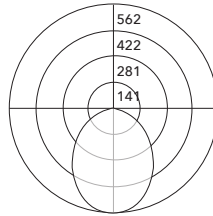
## Controls

- Pinnacle is able to accommodate different control solutions from different manufacturers. Consult Factory for more information.

## Photometrics

### Satine Wet Lens

Test #	ITL86499
Catalog #	EX3-WET-N-840-4
Lumens	1338 lm
Watts	18.8 W
Efficacy	71 LPW



### Candela Distribution

Vert Angle	Horizontal Angle				
	0	22.5	45	67.5	90
0	562	562	562	562	562
5	559	558	558	557	557
10	547	545	544	541	540
15	529	525	522	518	514
20	504	495	491	484	479
25	471	461	453	444	438
30	432	423	414	401	395
35	391	382	371	357	351
40	347	339	327	313	307
45	303	296	284	271	265
50	259	254	243	231	225
55	216	212	204	194	190
60	175	173	166	159	156
65	137	137	132	127	125
70	101	103	101	98	97
75	68	72	72	72	73
80	41	45	49	51	52
85	18	24	30	34	35
90	2	8	15	19	21

### Luminaire Data (cd/sq.m)

Angle In Degrees	Average 0-Deg	Average 45-Deg	Average 90-Deg
45	3516	3122	2855
55	3086	2690	2436
65	2635	2277	2074
75	2131	1863	1780
85	1625	1615	1669

## Applications & Certificates

**Construction** 6063-T5 extruded aluminum housing with welded ends. Internal lens gaskets seal housing to prevent moisture and debris from entering the fixture. Pressure equalizing vent allows fixture to "breathe" preventing condensation.

**Shielding** Solid acrylic diffuse snap-in lens with matte finish with an EPDM gasketed for complete wet seal.

**Mounting** Fixtures can be installed individually or connected for a continuous run appearance. IND fixtures are individual fixtures and have no joining holes. IND fixtures cannot be joined. BOR fixtures are used for beginning of row and have joining holes on non-power end of fixture. MOR fixtures are used for middle of row and have joining holes on both ends of fixture. EOR fixtures are used for the end of a row and have no joining holes on power end of fixture. Consult factory for detailed installation instructions.

**LED** 25°C test environment. Lumen output/wattage has a margin of +/- 5%. All luminaire configurations tested in accordance with IES LM-79. Diodes tested in accordance with IES LM-80. Minimum lifetime greater than 60,000 hours. Lifetime Projection L70 = 136,200 hours and L90 = 41,100 hours. MacAdam 3-Step Ellipses. Not all products are Lighting Facts listed. For all available IES files, please visit our website at pinnacle-ltg.com.

**CRI, CCT & Lumen Output** Two lumen packages available. Standard and High (HO). Custom outputs are available. Specify custom lumens or watts between standard offering listed on CRI, CCT & Output page. 80 CRI is available for 3000K, 3500K, and 4000K. 90 CRI is available for 2700K, 3000K, 3500K, and 4000K. 80 CRI = R9≥19 and 90 CRI = R9≥61.

**Voltage** Universal (U), 120 volt (1), 277 volt (2) and 347 volt (3) options available. Must specify OL3 in Driver section when 347 volt (3) is selected. Some EDGE Wet configurations will not accommodate all voltage options; consult with factory.

**Driver** Standard Driver Option is Osram 0-10V, 10% = OL1. Electronic driver, Power factor is >0.9 with a THD <20%. Driver Lifetime: 50,000 hours at 25°C ambient operating conditions. Ambient operating range: -20°F/-30°C to 122°F/55°C. For more driver options, see Pinnacle Resource Guide. Some EDGE Wet configurations will not accommodate all driver options.

**Circuiting** Select from single circuit (1), Multi circuit - For multiple circuiting and zone control, requires factory shop drawing (M), Emergency circuit (E) or Night Light circuit (N). For emergency circuiting situations that require no through wire or circuit separation, Life Safety Circuit should be selected. This will provide a separate power feed and only the Life Safety Circuit in that section. Some EDGE Wet configurations will not accommodate all circuiting options; consult with factory.

**Battery & Emergency** Select battery or emergency options if required. If battery or emergency option is not required, enter 0. Battery duration is 90 minutes as standard. Test button is integral to fixture. For more Battery options, see Pinnacle Resource Guide.

**Finish** Standard powder-coat textured white, metallic silver, textured black, graphite or bronze painted finish; consult factory for chip of standard paint finishes or for additional custom color and finish options.

**Controls** Consult Factory

**Labels** UL and cUL Listed, approved for wet location unless otherwise noted. IP65 and IK10 rated.

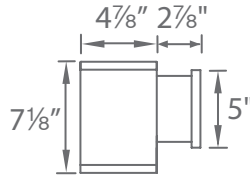
**Buy American Act Compliant**

**Warranty** EDGE Wet LED offered with a 5-year limited warranty. Covers LED, driver and fixture.



**TUBE ARCHITECTURAL DS-WS05-U**  
Ultra Narrow Beam LED Wall Mounts

**WAC LIGHTING**  
Responsible Lighting®



Fixture Type:

Catalog Number:

Project: \_\_\_\_\_

Location: \_\_\_\_\_

**PRODUCT DESCRIPTION**

Precise engineering using the latest energy efficient LED technology with a built-in ultra narrow beam precision optics. An appealing cylindrical profile perfect for accent lighting.

**FEATURES**

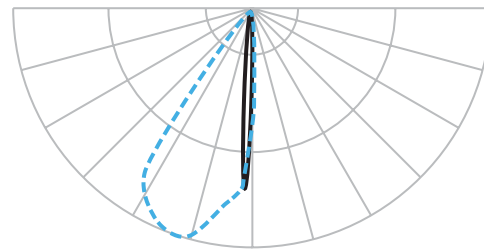
- High performance facade LED wall mount light
- Can be mounted upwards or downwards
- Solid aluminum construction
- 80,000 hour rated life
- 5 year warranty

**SPECIFICATIONS**

**Input:** 120V - 277VAC 50/60Hz  
**Dimming:** 0 - 10V Dimming: 100% - 20%  
 ELV 100% - 10% (120V only)  
**Standards:** IP65 rated, ETL & cETL wet location listed  
**Operating Temp:** -40°C to 40°C

**PHOTOMETRY**

Reads 0.2 footcandle at 15 feet distance



**ORDERING NUMBER**

Distribution	Diameter	Watt	Beam	Color Temp	CRI	Lumens	CBCP	Light Direction	Finish						
Single	DS-WS	05	5"	11W	U	6°	27	2700K	85	125	1182	B	Towards the wall		<b>BK</b> Black <b>WT</b> White <b>BZ</b> Bronze <b>GH</b> Graphite
							30	3000K	85	145	1363				
							35	3500K	85	150	1411				
							40	4000K	85	155	1462				

**DS-WS05-U \_\_\_ B-\_\_\_**

Example: **DS-WS05-U30B-WT**

waclighting.com  
 Phone (800) 526.2588  
 Fax (800) 526.2585

Headquarters/Eastern Distribution Center  
 44 Harbor Park Drive  
 Port Washington, NY 11050

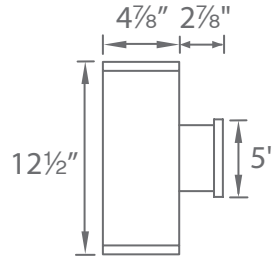
Central Distribution Center  
 1600 Distribution Ct  
 Lithia Springs, GA 30122

Western Distribution Center  
 1750 Archibald Avenue  
 Ontario, CA 91760

# Item H.2.ab.

## TUBE ARCHITECTURAL DS-WD05-U Ultra Narrow Beam LED Wall Mounts

**WAC LIGHTING**  
Responsible Lighting®



Fixture Type:

Catalog Number:

Project: \_\_\_\_\_

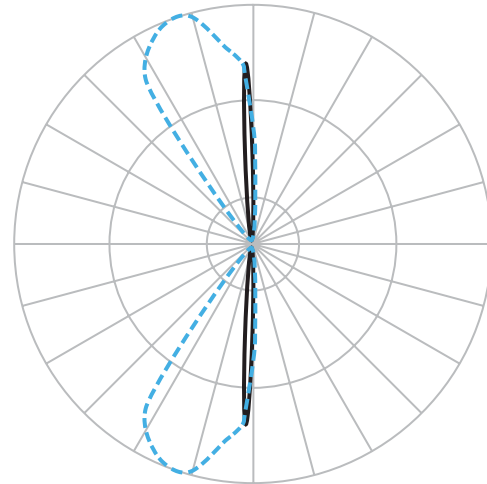
Location: \_\_\_\_\_

### SPECIFICATIONS

**Input:** 120V - 277VAC 50/60Hz  
**Dimming:** 0 - 10V Dimming: 100% - 20%  
 ELV 100% - 10% (120V only)  
**Standards:** IP65 rated, ETL & cETL wet location listed  
**Operating Temp:** -40°C to 40°C

### PHOTOMETRY

Reads 0.2 footcandle at 15 feet distance



### PRODUCT DESCRIPTION

Precise engineering using the latest energy efficient LED technology with a built-in ultra narrow beam precision optics. An appealing cylindrical profile perfect for accent lighting.

### FEATURES

- High performance facade LED wall mount light
- Can be mounted upwards or downwards
- Solid aluminum construction
- 80,000 hour rated life
- 5 year warranty

### ORDERING NUMBER

Distribution	Diameter	Watt	Beam	Color Temp	CRI	Lumens	CBCP	Light Direction	Finish
Double	DS-WD	05	5"	22W	U	6°	<b>27</b> 2700K 85 125 x2 1182 x2 <b>30</b> 3000K 85 145 x2 1363 x2 <b>35</b> 3500K 85 150 x2 1411 x2 <b>40</b> 4000K 85 155 x2 1462 x2	<b>B</b> Towards the wall	

**DS-WD05-U \_\_\_ B- \_\_\_**

Example: **DS-WD05-U30B-WT**

wacighting.com  
 Phone (800) 526.2588  
 Fax (800) 526.2585

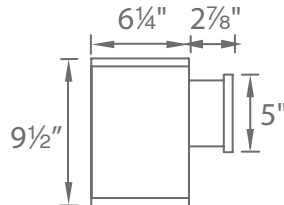
Headquarters/Eastern Distribution Center  
 44 Harbor Park Drive  
 Port Washington, NY 11050

Central Distribution Center  
 1600 Distribution Ct  
 Lithia Springs, GA 30122

Western Distribution Center  
 1750 Archibald Avenue  
 Ontario, CA 91760

**TUBE ARCHITECTURAL DS-WS06-U**  
Ultra Narrow Beam LED Wall Mounts

**WAC LIGHTING**  
Responsible Lighting®



Fixture Type:

Catalog Number:

Project: \_\_\_\_\_

Location: \_\_\_\_\_

**PRODUCT DESCRIPTION**

Precise engineering using the latest energy efficient LED technology with a built-in ultra narrow beam precision optics. An appealing cylindrical profile perfect for accent lighting.

**FEATURES**

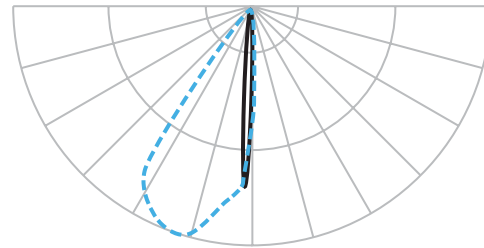
- High performance facade LED wall mount light
- Can be mounted upwards or downwards
- Solid aluminum construction
- 80,000 hour rated life
- 5 year warranty

**SPECIFICATIONS**

**Input:** 120V - 277VAC 50/60Hz  
**Dimming:** 0 - 10V Dimming: 100% - 20%  
 ELV 100% - 10% (120V only)  
**Standards:** IP65 rated, ETL & cETL wet location listed  
**Operating Temp:** -40°C to 40°C

**PHOTOMETRY**

Reads 0.2 footcandle at 15 feet distance



**ORDERING NUMBER**

Distribution	Diameter	Watt	Beam	Color Temp	CRI	Lumens	CBCP	Light Direction	Finish						
Single	DS-WS	06	6"	11W	U	6°	27	2700K	85	110	1239	B	Towards the wall		<b>BK</b> Black <b>WT</b> White <b>BZ</b> Bronze <b>GH</b> Graphite
							30	3000K	85	130	1428				
							35	3500K	85	130	1478				
							40	4000K	85	135	1532				

**DS-WS06-U \_\_\_ B- \_\_\_**

Example: **DS-WS06-U30B-WT**

wacighting.com  
 Phone (800) 526.2588  
 Fax (800) 526.2585

Headquarters/Eastern Distribution Center  
 44 Harbor Park Drive  
 Port Washington, NY 11050

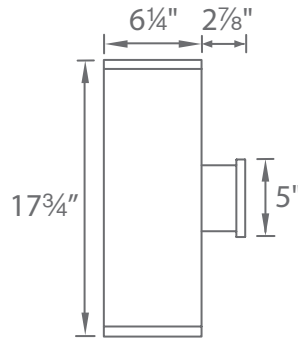
Central Distribution Center  
 1600 Distribution Ct  
 Lithia Springs, GA 30122

Western Distribution Center  
 1750 Archibald Avenue  
 Ontario, CA 91760

# Item H.2.ab.

## TUBE ARCHITECTURAL DS-WD06-U Ultra Narrow Beam LED Wall Mounts

**WAC LIGHTING**  
Responsible Lighting®



Fixture Type:

Catalog Number:

Project: \_\_\_\_\_

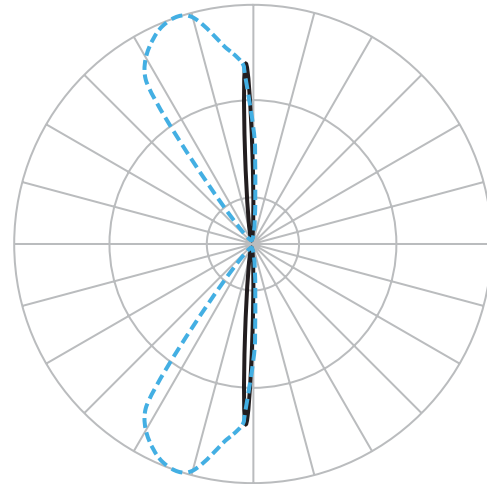
Location: \_\_\_\_\_

### SPECIFICATIONS

**Input:** 120V - 277VAC 50/60Hz  
**Dimming:** 0 - 10V Dimming: 100% - 20%  
 ELV 100% - 10% (120V only)  
**Standards:** IP65 rated, ETL & cETL wet location listed  
**Operating Temp:** -40°C to 40°C

### PHOTOMETRY

Reads 0.2 footcandle at 15 feet distance



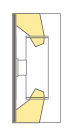
### PRODUCT DESCRIPTION

Precise engineering using the latest energy efficient LED technology with a built-in ultra narrow beam precision optics. An appealing cylindrical profile perfect for accent lighting.

### FEATURES

- High performance facade LED wall mount light
- Can be mounted upwards or downwards
- Solid aluminum construction
- 80,000 hour rated life
- 5 year warranty

### ORDERING NUMBER

Distribution	Diameter	Watt	Beam	Color Temp	CRI	Lumens	CBCP	Light Direction	Finish
Double DS-WD	06 6"	22W	U 6°	27 2700K	85	110 x2	1239 x2	B Towards the wall	 BK Black WT White BZ Bronze GH Graphite
				30 3000K	85	130 x2	1428 x2		
				35 3500K	85	130 x2	1478 x2		
				40 4000K	85	135 x2	1532 x2		

**DS-WD06-U \_\_\_ B- \_\_\_**

Example: **DS-WD06-U30B-WT**

wacighting.com  
 Phone (800) 526.2588  
 Fax (800) 526.2585

Headquarters/Eastern Distribution Center  
 44 Harbor Park Drive  
 Port Washington, NY 11050

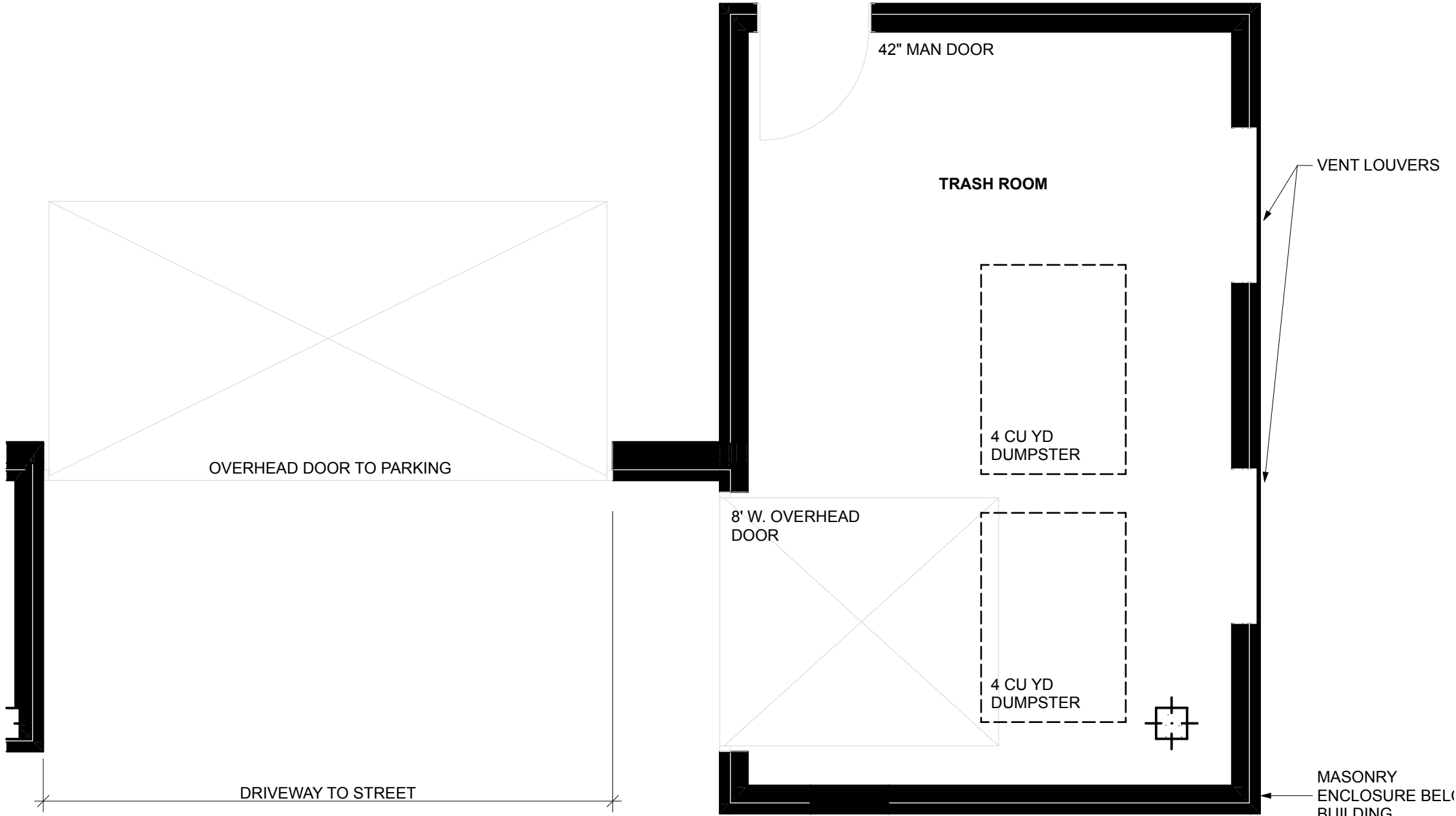
Central Distribution Center  
 1600 Distribution Ct  
 Lithia Springs, GA 30122

Western Distribution Center  
 1750 Archibald Avenue  
 Ontario, CA 91760

# COLLEGE HILL

## ENLARGED PLAN

-329-







January 24, 2018

Planning & Zoning Commission  
City Council and Staff  
220 Clay Street  
Cedar Falls, IA 50613

Dear Planning & Zoning Commission, City Council and Staff,

In February 2011, the Cedar Falls City Council approved a resolution to adopt the College Hill Urban Renewal Plan. This plan mentioned the blight and deterioration of the College Hill area several times, as well as the need to rehabilitate the area.

Shortly thereafter, the College Hill Partnership conducted a study of what the residents and students would like to see in the area. A coffee shop and farmers market were the two most popular selections. Two years later, the partnership pushed forward with a farmers market, and we started construction at 2215 College Street on the former Stebs site. This building includes a coffee shop along with a yoga studio and new residential units.

Since then we completed projects at 2019 Olive Street, 2024 College Street (Domino's), and 917 23rd Street. We are proud to have made a significant and positive impact in the College Hill area. We are also very excited about the current project and the possibility of continuing the vision adopted in the urban renewal plan seven years ago.

Parking is a common issue with new developments, including our proposed project. To gain insight on this issue, I believe we should study the effects of parking regulations in other urban areas. Cities such as Des Moines, Ames, Iowa City, and Champaign, IL all have areas of town with less restrictive parking requirements than Cedar Falls. I look at those cities as models of what our neighborhoods and buildings could look like. Champaign has published an informative report regarding the effects of eliminating parking requirements. I urge the staff, Planning and Zoning Commission, and City Council to read this report and to look at those other cities before we decide we want to be unlike all of them regarding our own code. Neighborhoods with front, side, and rear parking are not the urban areas that people love. I look at the vastness of the College Square parking lot and am reminded that parking does not always equate to success and vibrancy of a neighborhood.

Over the past two years, I have watched on the sidelines as many people in our city debated and then implemented the new rental code. The vision and purpose of the new code was that we were striving to maintain the integrity of our single-family neighborhoods and encourage development

## Item H.2.ab.

of higher density buildings in our urban centers. I hope you find this proposed project to be an example of how that vision could become a reality.

Our town competes daily against other cities in Iowa and beyond to recruit businesses, families, college students, and retirees and to keep the wonderful talent that was born here. We have great schools, a safe town, and passionate residents, which make us all proud to call Cedar Falls our home. Let us continue to push forward and strive to reach higher heights.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Dahlstrom". The signature is fluid and cursive, with a prominent initial "B" and a long, sweeping tail.

Brent Dahlstrom  
President  
Echo Development Group





**Rent Item H.2.ab.**  
604 Clay Street  
Cedar Falls, IA 50613  
319-768-7150

January 11th, 2017

City of Cedar Falls  
Planning & Zoning Commission  
220 Clay Street  
Cedar Falls, IA 50613

Planning & Zoning Commission,

I am the Vice President and Chief of Operations at Rent Cedar Valley. Rent Cedar Valley manages all leasing management and maintenance activities for CV Commercial LLC at the property known as Urban Flats located 917 W 23<sup>rd</sup> St in Cedar Falls.

Under direct instruction from owners of CV Commercial, Rent Cedar Valley has required each tenant of 917 W 23<sup>rd</sup> St to purchase a UNI parking permit dating back to pre-leasing activity in early 2017. Tenants have also signed an addendum to our standard lease agreeing to purchase a UNI parking permit. I have attached this addendum for your reference. All tenants with vehicles are required to provide proof of permit when keys are obtained prior to moving into the property.

Off campus students are eligible for B-Lot, C-Lot or R-Lot parking passes. B-Lot parking is permitted from 7AM to 1AM. C-Lot and R-Lot parking is permitted 24 hours a day. B-Lot permits also allow users to park in C-Lot and R-Lots.

This parking agreement will remain in effect at 917 W 23<sup>rd</sup> St in accordance with CV Commercial on all current and future leases.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Olsen", written over a horizontal line.

**Chris Olsen** | Vice President  
**D.K. Management LLC & Rent Cedar Valley**  
604 Clay St. | Cedar Falls, IA 50613  
Ph: 319-296-6264

# Item H.2.ab.

DK Management, LLC

PO Box 128 • Cedar Falls, IA 50613  
(319) 768-7150



## 1. Parking Agreement

### 1.1 PARKING AGREEMENT

All Urban Flats Tenants will be required to purchase a parking permit issued by the University of Northern Iowa. This can be either a "B" or an "R" permit and must be purchased before tenants move in to the property. CV Commercial will reimburse tenants, in the form of a Rent Credit, for the UNI Parking Permit with proper receipt from the University.

X \_\_\_\_\_  
Initial Here



**Rent Item H.2.ab.**  
604 Clay Street  
Cedar Falls, IA 50613  
319-768-7150

January 23rd, 2017

City of Cedar Falls  
Planning & Zoning Commission  
220 Clay Street  
Cedar Falls, IA 50613

Planning & Zoning Commission,

I would like to clarify one statement in my previous letter regarding parking permits for residents of 917 W 23<sup>rd</sup> St in Cedar Falls. Off Campus students are eligible for B-Lot or R-Lot parking passes. I previously incorrectly stated that off campus students are also eligible for C-Lot parking passes.

Residents of 917 W 23<sup>rd</sup> St are purchasing B-Lot passes. This gives them access to B, C and R lots (University of Northern Iowa Parking Regulations Section 6.2)

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Olsen".

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**Chris Olsen** | Vice President  
**D.K. Management LLC & Rent Cedar Valley**  
604 Clay St. | Cedar Falls, IA 50613  
Ph: 319-296-6264



January 11th, 2017

City of Cedar Falls  
Planning & Zoning Commission  
220 Clay Street  
Cedar Falls, IA 50613

Planning & Zoning Commission,

I am the Vice President and Chief of Operations at Rent Cedar Valley. Rent Cedar Valley manages all leasing management and maintenance activities for CV Commercial LLC at the property known as Urban Flats located 917 W 23<sup>rd</sup> St in Cedar Falls.

Under direct instruction from owners of CV Commercial, Rent Cedar Valley has required each tenant of 917 W 23<sup>rd</sup> St to purchase a UNI parking permit dating back to pre-leasing activity in early 2017. Tenants have also signed an addendum to our standard lease agreeing to purchase a UNI parking permit. I have attached this addendum for your reference. All tenants with vehicles are required to provide proof of permit when keys are obtained prior to moving into the property.

Off campus students are eligible for B-Lot, ~~C-Lot~~ or R-Lot parking passes. B-Lot parking is permitted from 7AM to 1AM. C-Lot and R-Lot parking is permitted 24 hours a day. B-Lot permits also allow users to park in C-Lot and R-Lots.

This parking agreement will remain in effect at 917 W 23<sup>rd</sup> St in accordance with CV Commercial on all current and future leases.

Sincerely,

**Chris Olsen** | Vice President  
**D.K. Management LLC & Rent Cedar Valley**  
604 Clay St. | Cedar Falls, IA 50613  
Ph: 319-296-6264



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**REPORT TO PLAN COMMISSION**

**FROM: Bruce A. Knight, FAICP, Planning and Development Director**

**DATE: October 27, 2017**

**SUBJECT: UPDATE ON ELIMINATION OF RESIDENTIAL PARKING REQUIREMENT IN THE UNIVERSITY DISTRICT, MIDTOWN, AND DOWNTOWN — STUDY SESSION**

**A. Introduction:** In August 2015, the City of Champaign eliminated residential parking requirements throughout the University District, the high density residential neighborhood abutting the University of Illinois campus. In October 2016, residential parking requirements were eliminated in Midtown and Downtown as well upon the adoption of the new Central Business Zoning Districts. This report analyzes the provision of parking in private developments in the impacted areas since the elimination of residential parking requirements.

**B. Recommended Action:** This Study Session is for information and discussion purposes. A presentation will be given at the November 1, 2017 meeting and the Commission can offer comments and suggestions at that time.

**C. Background:**

**1. Projected Outcomes of Eliminating Residential Parking Requirements.** The recommendation to eliminate residential parking requirements in 2015 arose out of considerable research and local outreach. Research of parking requirement reductions in both Champaign and other municipalities revealed generally positive outcomes, while staff queried the local development and design communities about their anticipated behavior in the absence of parking requirements. Having conducted this study, staff projected four outcomes:

- Nearly all developers would provide less parking than previously required, but few to none would provide no parking.
- The design of buildings would generally improve. Specifically, buildings would be much more likely to come down to ground level in front, rather than being lifted entirely on stilts.
- Housing would become more affordable as tenants would no longer need to cover the construction costs of unused parking spaces.
- There would be a negligible impact on automobile congestion, as the existing parking supply is more than ample to accommodate any overflow parking demand.

The projection that developers would provide less parking than previously required carried a high degree of confidence. An analysis of parking provided at University District developments

## Item H.2.ab.

built after the year 2000 showed that nearly every building provided only as much parking as required. When every development is built to a minimum standard and no further, it is strong evidence that developers would build below that standard if allowed. This inference was backed up by developers and architects themselves, who uniformly reported that they would provide less parking than existing regulations required. When asked specifically how much less they would provide, developers indicated that the answer would vary from site to site. Buildings with zero parking were considered unlikely, but one developer mentioned that he could anticipate building a zero-parking building under two circumstances: a small, challenging site, or a site immediately adjacent to another building under the same management containing a surplus of parking.

Developers and architects also attributed the proliferation of stilt buildings to parking requirements. Multiple architects agreed that the design of any project began with the parking lot, and that most subsequent design decisions were subservient to the provision of required parking. The July 2015 study session staff report projected:

*Eliminating parking requirements will not necessarily improve the design of every new building in the University Neighborhood. However, doing so will open the design playbook for developers. In some cases, small amounts of parking may be tucked behind buildings or only under the rear half on properties where large amounts of required parking would be provided at ground level under the entire building.*

A third projected outcome anticipated better housing affordability due to lower parking construction costs. Parking is expensive to provide (underground parking costs exceed \$15,000/space) and occupies space that could otherwise be rented out to residents as living space. One architect, testifying at Plan Commission in favor of the text amendment, projected that eliminating parking requirements would allow his client to capture the same profit at a proposed development even while lowering rents by 15% to 20%. The July 2015 study session staff report projected noted that:

*With the University District parking supply artificially inflated, landlords have trouble renting out parking spaces at a rate that covers costs. Discussions with a local developer revealed that the parking rent for a typical building in his company's portfolio only covers approximately half of the combined construction and operational costs of providing parking. The other half of those costs are borne by all building tenants in the form of increased rent, whether they rent a parking space or not. This hidden cross-subsidy, where non-parkers cover a portion of the parking cost for their car-owning neighbors, continues to persist even as the market for University District living heats up. Multiple landlords have indicated that they have reduced the sticker price of parking rental to maintain occupancy rates, but any decrease in direct payment for parking must necessarily be offset by an increase in indirect payment for parking.*

Finally, staff projected that eliminating parking requirements would not create automobile congestion, as the existing parking supply contains significant vacancy and can moderate supply surges via price changes. At the time, landlords of University District apartment buildings reported that parking vacancy rates of 20%-40% were not uncommon. Additionally, despite recently reducing prices, the City's supply of off- and on-street permit parking was sitting more

than 25% vacant. Staff further projected that, even if parking demand should surge sharply in the future, this demand could be balanced by an increase in rates for private and public long-term parking alike.

During the text amendment adoption process, staff committed to provide periodic assessments of these projections to Plan Commission and City Council.

**2. Observed Outcomes of Eliminating Residential Parking Requirements.** Any assessment of outcomes must be viewed as preliminary. Residential parking requirements were eliminated slightly over two years ago in the University District, and only a year ago downtown. Accordingly, the number of buildings proposed under this new regulatory framework is relatively low. The number that have finished construction and opened their doors is even smaller. Nevertheless, enough information now exists to offer an initial assessment of projections made in the past. Since August 2015, fifteen multifamily apartment buildings have been proposed, permitted, or constructed in the impacted areas.

First, developers are building less parking than previously required. The now-eliminated standard required the provision of one parking space per two bedrooms (or half a space per bedroom). An analysis of the buildings developed after this ratio was eliminated reveals that developers have provided 2,287 new bedrooms and 614 new parking spaces. Some of these parking spaces are located at mixed-use buildings and are unavailable for resident use, reducing the number of new residential parking spaces to 562. The ratio of new residential parking spaces to new bedrooms is 0.25, half of what the Zoning Ordinance previously required. In other words, whereas developers building to code provided one parking space per two bedrooms prior to the text amendment, they are now providing one parking space per four bedrooms.

Building-level data reveals some interesting information as well. Only one development (901 S. Fourth Street) provides zero parking. This site once contained the Illini Inn, a longstanding and popular campus bar that was nevertheless sliding into irreversible decline. The undersized and constrained property likely could not have been redeveloped in an economical fashion had it been subject to parking requirements. Instead, this site will host a revitalized Illini Inn, along with 49 new bedrooms. The building is beginning construction at this time.

The next lowest parking ratio belongs to 615 S. Wright Street, a mixed use building currently under construction on the site of the former Garber's Cleaners. Located just northwest of the Alma Mater, few properties offer a shorter walk to campus. Ten bus lines pass within a block of the site, offering excellent access to transit. This building will offer 154 new bedrooms with only fifteen parking spaces, three of which will be reserved for commercial tenants.

No buildings have provided parking at the rate formerly required. The building that comes closest, 217 S. Neil St., is located on the southern edge of downtown Champaign. This building is the farthest of all sampled buildings from the University of Illinois campus and is likely the least targeted towards undergraduate tenants. Accordingly, parking demand is likely higher here than in the University District. Even so, the building provides only 35 residential parking spaces for 84 bedrooms (0.42 spaces/bedroom). Originally designing the building with three stories, the architect reported that the elimination of parking requirements allowed his client to add another floor of dwelling units without changing any of the ground level site plan.

## Item H.2.ab.

Architects have taken advantage of parking flexibility to improve the design quality of their projects. Of the fifteen buildings studied, only two have parking visible from the street. In both instances, this parking is intended to serve the ground level commercial tenants. Additional residential parking is not visible from the street. Apart from the curb cuts and garage doors on the front of buildings lacking alley access, residential parking is practically invisible from the front street at all projects. Compared to the stilt buildings of previous years, these buildings engage with the street and the neighborhood to a much higher degree.

An excellent example of this phenomenon exists on Daniel Street. 307 E. Daniel Street (*photo below, left*) was constructed in 2014, shortly before the residential parking requirement was eliminated. It is six stories tall, although the first level is entirely dedicated to 20 parking spaces serving 40 bedrooms. Next door at 305 E. Daniel Street (*photo below, right*), a new building completed in 2017 took advantage of parking flexibility to provide 50 bedrooms and 11 parking spaces. Just like its neighbor, this building provides five stories of apartments (interior finishes are of similar quality). However, the building comes all the way down to the ground in front, with two units enjoying direct access from the street. Parking is provided on the ground level in the rear half of the building, with access taken via the alley. As the two buildings are built on identical lots and with similar bulk and massing, they reveal the impact that removing parking requirements can have on the built environment.





It is too early to discern the impact that eliminating parking requirements has had on housing affordability. Only a handful of the fifteen buildings studied are even occupied at present. However, the reduced parking ratios undoubtedly have reduced construction costs below what they would have been had the buildings provided one parking space per two bedrooms. The extent to which developers have passed these cost savings on to their tenants is unknown.

Finally, the construction of buildings with less parking has not had an adverse impact on either public or private parking operations. As predicted, some tenants of these new buildings choose to park on-site, others choose to rent parking elsewhere, and still others do not have cars. One landlord noted that he is finally able to begin filling some of his excess parking supply at older buildings with residents of newer buildings who do not mind parking a block or two away. Of course, as with housing affordability, it is too early to discern the full impact of parking requirement elimination on the larger University District parking supply.

In summary, of the four projected outcomes of eliminating residential parking requirements:

- As predicted, all developers have provided less parking than previously required. Only one building provides no parking due to site constraints.
- As predicted, the design of buildings has significantly improved, with all buildings coming down to the ground in front.
- While developers have been able to lower their construction costs by providing less parking, it is too early to determine whether these cost savings have been passed on to tenants.
- As predicted, there have been no adverse impacts on automobile congestion, as the existing parking supply appears to be accommodating any spillover parking.

**D. Next steps:** Staff will deliver this memo, along with any Plan Commission comments, to City Council for their review. Additionally, staff will continue to monitor parking dynamics in areas lacking residential parking requirements. Staff will update this study in 2019 or 2020, once the number of newly constructed buildings has increased.

Prepared by:

Reviewed by:

Ben LeRoy  
Associate Planner

Rob Kowalski  
Planning and Development  
Assistant Director

Attachment: Selected Project Profiles

## Item H.2.ab.

### SELECTED PROJECT PROFILES

106 E. Armory Avenue

Bedrooms: 44

Parking Spaces: 9

Parking Spaces per bedroom: 0.2



**SELECTED PROJECT PROFILES**

108 E. Daniel Street

Bedrooms: 51

Parking Spaces: 9

Parking Spaces per bedroom: 0.18



# Item H.2.ab.

## SELECTED PROJECT PROFILES

212 E. Green Street

Bedrooms: 428

Parking Spaces: 81

Parking Spaces per bedroom: 0.19



**SELECTED PROJECT PROFILES**

217 S. Neil St.  
Bedrooms: 84  
Parking Spaces: 35  
Parking Spaces per bedroom: 0.42



## Item H.2.ab.

### SELECTED PROJECT PROFILES

305 E. Daniel Street

Bedrooms: 50

Parking Spaces: 11

Parking Spaces per bedroom: 0.22



**SELECTED PROJECT PROFILES**

707 S. Third Street

Bedrooms: 251

Parking Spaces: 47

Parking Spaces per bedroom: 0.19



# Item H.2.ab.

## SELECTED PROJECT PROFILES

908 S. First Street

Bedrooms: 97

Parking Spaces: 25

Parking Spaces per bedroom: 0.26





**SELECTED PROJECT PROFILES**

1008 S. Fourth Street

Bedrooms: 158

Parking Spaces: 32

Parking Spaces per bedroom: 0.2





Larry James, Jr.  
Partner  
Larry.james@FaegreBD.com  
Direct +1 515 447 4731

Faegre Baker Daniels LLP  
33<sup>rd</sup> Floor ▾ 801 Grand Avenue  
Des Moines ▾ Iowa 50309-8003  
Main +1 515 248 9000  
Fax +1 515 248 9010

January 18, 2018

Planning & Zoning Commission  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

Re: 2119 College Street, 925 W. 22nd Street, and 1003 W. 22nd Street – College Hill Development

Dear Commissioners,

Our firm represents CV Commercial, LLC (“CV”) in their proposed real estate development at 925 22nd St, 2119 College St, and 1003 22nd St in the College Hill Neighborhood of Cedar Falls (the “Project”). The Project would be a mixed-use building that provides 65 parking spaces, despite the Code of Ordinances for the City of Cedar Falls (the “Code”) requiring no parking spaces. We write to clarify why no parking spaces are required, and thus why our client’s provision of 65 spaces satisfies the Code and should receive your approval.

### I. No Parking Spaces Are Required Under the Code

We agree with City staff’s determination in its January 5, 2018, Site Plan Review that no parking spaces are required. The Project is located within the C-3 Commercial District and the College Hill Neighborhood Overlay Zoning District (the “College Hill Overlay”). The Code sections for these districts do not require parking. Section 29-177(a) states parking shall be provided on-site, “except as follows:

- (1) For a principal permitted commercial use in the C-3 commercial district; and
- (2) For a residential use established as a permitted secondary, incidental or accessory use to a principal permitted commercial use in the C-3 commercial district, **such as for a dwelling unit or units located on the second or higher floor of a building, the first or lower floor of which comprises the principal permitted commercial use**, subject, however, to review and approval by the planning and zoning commission and city council.” (emphasis added)

Both these conditions apply to the Project, because it is in the C-3 Commercial District, the principal use is commercial, and the secondary use is residential. The College Hill Overlay also requires no parking in Section 29-160(g)(2), which states that when secondary residential uses are “established on the upper floors of principal permitted commercial uses,” then “[o]n-site parking will not be required for

secondary, accessory residential uses.” City staff’s January 5 Site Plan Review reaches the same conclusion, stating that parking is not required for uses such as for the Project in either the C-3 Commercial District or College Hill Overlay, but that “[e]ven though parking is not required, the developer has shown a total of 65 on-site parking spaces.”

## **II. The Principal Use for the Project Is Commercial**

The parking requirement—or lack of requirement, in this case—is determined by the principal use. We also agree with City staff that the principal use for the Project is commercial. Section 29-2 defines “principal use” as “the main use of land or structures, as distinguished from accessory use.” The Code does not define “secondary use” but employs the term throughout the zoning ordinances. “Main use” is also undefined, but it should be based on the ground floor because of past precedent and the contextual and logical implications of the Code.

First, the principal use is commercial because of past precedent. City staff has repeatedly determined principal use by evaluating the use at the ground floor, including for mixed-use buildings in the College Hill Neighborhood. The staff’s Site Plan Review lists projects where this has been the case. For this Project, City staff “deem[ed] this to be a principal commercial use” because 64% of the ground floor area will be commercial. This approach makes sense: the vast majority of the general public will interact with the Project through the commercial space, as it is the most visible from street level.

Second, the principal use is commercial because of the contextual and logical implications of the code. The Code implies that commercial uses are the principal uses on the ground floor, and residential uses are secondary uses when on the upper floors. The description of the College Hill Overlay’s C-3 district states “the district is made up primarily of commercial uses as the principal uses” and that when residential uses are “contained within principal commercial uses,” then “the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property.” Sec. 29-160(g). It also states that “principal permitted residential uses are to be discouraged” in a C-3 area “due to the limited area available for commercial establishments.” *Id.* Finally, the Code refers to “secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses” as if it is one term, which implies that what is on the upper floors are secondary uses. Sec. 29-160(g)(2).

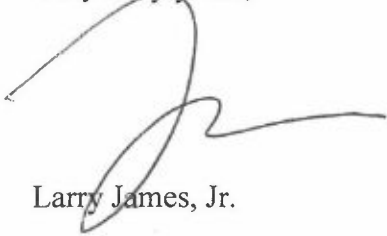
If, for some reason, the principal use were determined not based on the ground floor but on the total floor area, then a mixed-use building with commercial on the first floor and residential on upper floors could never have a principal commercial use. That type of building with principal commercial uses, though, is what the College Hill Overlay description and College Hill Revitalization plan explicitly prefer. *See* Sec. 29-160(g), *College Hill Urban Revitalization Plan*. Taken together, the contextual and logical implications are that the ground floor determines the principal use. When commercial use is present and on the ground floor, the default seems to be that the principal use is commercial, and the secondary use is residential.

January 18, 2018

**III. Conclusion**

CV seeks to help fulfill the City's College Hill Urban Revitalization Plan by "enhanc[ing] the quality of life and aesthetics," "increas[ing] the quality of the housing stock," and promoting a "mixed use" neighborhood. *College Hill Urban Revitalization Plan*. More parking lots will not do that, and we agree with City staff and their past practices that this Project is a principal commercial use and does not require more parking spaces. The principal use is commercial, and in the C-3 Commercial District and College Hill Overlay, no parking spaces are required for principal commercial uses. Nevertheless, the Project plans for 65 on-site parking spaces. We respectfully ask for your support in approving this site plan.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry James, Jr.", written over a horizontal line.

Larry James, Jr.

## Item H.2.ab.

**Shane Graham**

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**To:** David Sturch  
**Subject:** RE: Notice: 22nd Street Apartment Project

**From:** Jon Taiber <[jtaiber@live.com](mailto:jtaiber@live.com)>

**Sent:** Thursday, January 4, 2018 1:42 PM

**To:** College Hill Partnership; [Brian.Sires@wfhc.org](mailto:Brian.Sires@wfhc.org); [cfhistory@cfu.net](mailto:cfhistory@cfu.net); [dave.amend@regions.com](mailto:dave.amend@regions.com); [DJBKDK@cfu.net](mailto:DJBKDK@cfu.net); [dvchristopherson@gmail.com](mailto:dvchristopherson@gmail.com); [iowaskip@hotmail.com](mailto:iowaskip@hotmail.com); [jcutler@cfu.net](mailto:jcutler@cfu.net); [jhanish@cfu.net](mailto:jhanish@cfu.net); [jmccarty@cfu.net](mailto:jmccarty@cfu.net); [john@rentfromjohn.com](mailto:john@rentfromjohn.com); [jreppas@cfu.net](mailto:jreppas@cfu.net); [ksam@uni.edu](mailto:ksam@uni.edu); [lkgeisler@mchsi.com](mailto:lkgeisler@mchsi.com); [mail4darla@aol.com](mailto:mail4darla@aol.com); [mary.fain@uni.edu](mailto:mary.fain@uni.edu); [sigepuni@gmail.com](mailto:sigepuni@gmail.com); Alex and Hillery Oberle; Alpha Xi Delta Sorority; Amy Mohr; Arleen Cook; Art Store and More; Barry and Jane Wilson; Becky and Aaron Hawbaker; Becky Hawbaker; Ben Allen; Ben and Dawn Jacobson; Ben/Liz Gerdes; Bettina Fabos; Beverly Owen; Bill and Beryl Waack; Bob Kressig; Carole Yates; Cary Darrah; Cheryl and Jim McCullagh; Chris Martin; Christopher Wernimont; Clohesy Consulting; College Hill Arts Festival; College Hill Luthern Church; Copyworks; Darin Beck; Darrell Wiens; Daryl Andersen; Daryl Kruse; Doug Johnson; Elizabeth Sutton; Frank Darrah; Gale Bonsall; Helen Rutkowski; Jan Andersen; Janelle Darst; Jean Simmet; Jeanette Geisler; Jeff and Jill Bergman; Jeff Sitzmann; Jill Lankford; Jim and Mary Stichter; Joel and Linda Haack; Joel Anderson; John and Mary Cross; John Johnson; John McCarty; Jolene Carolan; Jonathan Taiber; Kamyar Enshayan; Karin Leonard; Kevin and Kim Engels; Kevin Shannon; Kyle Dehmlow; Len and Gail Froyen; Lynn and Mary Nielsen; Lynn Nielsen; Mara Beth Soneson; MaraBeth Soneson; Mary Brammer; Mary-Sue Bartlett; Matt and Sarah Hansen; Melanie Drake; Nick Taiber; [nisg@uni.edu](mailto:nisg@uni.edu); Patricia Geadelmann; Randy Chapman; Russell Campbell; Stan and Rose Lorenz; Sub City; Sue Doody; Sue Hummel; Suzanne Freedman; Tim Hoekstra; Todd Dietz; Todd Munnik; Tony and Luann McAdams; Tony T; Vaughn Griffith; Wes Owen; Wesley Foundation; Wesley Foundation; William Clohesy; Zachary Simonson

**Subject:** Re: Notice: 22nd Street Apartment Project

All,

I am writing to express my support for this "hallmark" project on the Hill both as a neighbor resident and a frequent visitor to the Hill commercial establishments.

First, this project is a huge vote of confidence in the College Hill neighborhood and mixed use projects in general. It's not often a project of this level quality and financial commitment is sourced. This is an appropriate amount of density and connectivity given the location which should provide College Hill commercial businesses another 120+ customers within walking distance as well as campus which should reduce parking demands. Ames and Iowa City are great examples of communities have building vertically in their commercial areas adjacent to campus, Cedar Falls should consider the same approach.

Second, as a community, we should embrace the blue zone objectives by encouraging high density developments in a very walkable location thereby reducing the need for parking. There are no parking problems in Cedar Falls, people just need to be more creative and change the pre-existing mindsets. The lot behind Banni's a half a block away almost always sits empty. If consumers want a strip mall experience with curb side parking, there are plenty of options for the type of experience in Cedar Falls. People are driving far less with biking, uber and other car share services readily available in and around campus. Having to design unnecessary parking increases the cost of the development and adversely impacts the quality of life and experiences in our neighborhood. The market is perfectly positioned to address parking demand. Free parking simply should no longer be the norm. We can't let parking wag the dog which seems to be the concern.

## Item H.2.ab.

Third, this project reduces the demand on less desirable apartment options as the increase in supply reduces the demand on single family home conversions. I believe there is a desire for the community urban core to have more owner occupied homes. Quality apartment developments relieve the pressure to convert older housing stock to apartments providing owner occupied opportunities in the core neighborhood.

Finally, this development represents a significant taxable value increase in the College Hill area with both residential and commercial.

Unfortunately, I am unable to make the meeting on January 10th due to an out of town commitment. I hope you will consider supporting this project.

Best,  
Jon Taiber  
16th Street Resident

---

**From:** College Hill Partnership <[collegehillpartnership@gmail.com](mailto:collegehillpartnership@gmail.com)>

**Sent:** Wednesday, January 3, 2018 6:04 PM

**To:** [Brian.Sires@wfhc.org](mailto:Brian.Sires@wfhc.org); [cfhistory@cfu.net](mailto:cfhistory@cfu.net); [dave.amend@regions.com](mailto:dave.amend@regions.com); [DJBKDK@cfu.net](mailto:DJBKDK@cfu.net); [dvchristopherson@gmail.com](mailto:dvchristopherson@gmail.com); [iowaskip@hotmail.com](mailto:iowaskip@hotmail.com); [jcutler@cfu.net](mailto:jcutler@cfu.net); [jhanish@cfu.net](mailto:jhanish@cfu.net); [jmccarty@cfu.net](mailto:jmccarty@cfu.net); [john@rentfromjohn.com](mailto:john@rentfromjohn.com); [jreppas@cfu.net](mailto:jreppas@cfu.net); [ksam@uni.edu](mailto:ksam@uni.edu); [lkg eisler@mchsi.com](mailto:lkg eisler@mchsi.com); [mail4darla@aol.com](mailto:mail4darla@aol.com); [mary.fain@uni.edu](mailto:mary.fain@uni.edu); [sigepuni@gmail.com](mailto:sigepuni@gmail.com); Alex and Hillery Oberle; Alpha Xi Delta Sorority; Amy Mohr; Arleen Cook; Art Store and More; Barry and Jane Wilson; Becky and Aaron Hawbaker; Becky Hawbaker; Ben Allen; Ben and Dawn Jacobson; Ben/Liz Gerdes; Bettina Fabos; Beverly Owen; Bill and Beryl Waack; Bob Kressig; Carole Yates; Cary Darrah; Cheryl and Jim McCullagh; Chris Martin; Christopher Wernimont; Clohesy Consulting; College Hill Arts Festival; College Hill Luthern Church; Copyworks; Darin Beck; Darrell Wiens; Daryl Andersen; Daryl Kruse; Doug Johnson; Elizabeth Sutton; Frank Darrah; Gale Bonsall; Helen Rutkowski; Jan Andersen; Janelle Darst; Jean Simmet; Jeanette Geisler; Jeff and Jill Bergman; Jeff Sitzmann; Jill Lankford; Jim and Mary Stichter; Joel and Linda Haack; Joel Anderson; John and Mary Cross; John Johnson; John McCarty; Jolene Carolan; Jonathan Taiber; Kamyar Enshayan; Karin Leonard; Kevin and Kim Engels; Kevin Shannon; Kyle Dehmlow; Len and Gail Froyen; Lynn and Mary Nielsen; Lynn Nielsen; Mara Beth Soneson; MaraBeth Soneson; Mary Brammer; Mary-Sue Bartlett; Matt and Sarah Hansen; Melanie Drake; Nick Taiber; [nisg@uni.edu](mailto:nisg@uni.edu); Patricia Geadelmann; Randy Chapman; Russell Campbell; Stan and Rose Lorenz; Sub City; Sue Doody; Sue Hummel; Suzanne Freedman; Tim Hoekstra; Todd Dietz; Todd Munnik; Tony and Luann McAdams; Tony T; Vaughn Griffith; Wes Owen; Wesley Foundation; Wesley Foundation; William Clohesy; Zachary Simonson

**Subject:** Fwd: Notice: 22nd Street Apartment Project

College Hill Members

As promised I wanted to make sure you were made aware when this project is going to go in front of the P & Z Commission. I will be sending this out to the CHP Board and College Hill Businesses as well.

Please let me know if you have any questions.

Kathryn Sogard  
College Hill Partnership  
Executive Director

## Item H.2.ab.

**Shane Graham**

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**To:** David Sturch  
**Subject:** RE: 22nd and College multi use apartment

-----Original Message-----

**From:** Russ Campbell [<mailto:campbell@math.uni.edu>]  
**Sent:** Thursday, January 04, 2018 8:48 AM  
**To:** David Sturch  
**Subject:** 22nd and College multi use apartment

This is input invited by your e-mail to the College Hill Partnership.

- 1) Truth in the description: The description refers to level 1 covered parking, but it looks like only 2 of the level one parking slots will be covered. The square footage listed for covered parking refers primarily to access to the level 1 parking.
- 2) If there is retail space, there should be parking for customers. I do not think there is enough parking for residents and customers (I do not think there is enough parking for residents, but you have your guidelines on parking slots per bed.)
- 3) There should be more handicapped accessible parking slots. It would be nice if there were a couple underground. (I assume the elevator goes to the basement.)
- 4) The area (neighborhood) will be crowded, but the city code specifies how close to property lines you can build.

R. B. Campbell  
1934 campus St.





Tuesday, January 9th 2018

To: Cedar Falls P&Z Commission  
From: College Hill Partnership Board

Re: 22nd and College Mixed-Use Project

The College Hill Partnership is pleased to see the redevelopment and renewal of the College Hill district. Over the last several years many new developments have significantly improved College Hill commercial district. College Hill Partnership is supportive all developments that add new possibilities to the Hill and overall enhance the quality life for businesses and residents alike.

College Hill Partnership invited input from many residents and businesses regarding this proposed project. While everyone is supportive of the overall idea, the CHP Board had three specific concerns which we hope Planning & Zoning Commission can address in its deliberations:

**1. Parking:** Concerns were expressed regarding inadequate number of parking spots in relation to the number of people occupying the proposed project. Board members wanted to see consistency applied to this as any other project, and for the city to consider impact on the Hill.

The Board questions the designation of a five-story apartment complex as primarily commercial based on first story usage alone and the lower of parking requirements that comes with that designation.

**2. Height of the proposed project in relation to the character of the surrounding area:**

Board members expressed concerns that the height of the project as is seemed somewhat excessive in relation to it surrounding areas and the character of the neighborhood; board members wanted to make sure Planning & Zoning Commission will consider this issue.

**3. Study the Parking Impact of Urban Flats Before Proceeding.** The Urban Flats mixed use multiplex was built with the intention that residents would either not have cars, would be UNI students who would park overnight near the Dome, or would park outside of the immediate Hill area. However, there is some evidence that the development has led to increased parking in the Hill lots and parking meters with a negative impact on some Hill Businesses. Before the city greenlights another, much larger project, the city should study the parking patterns of Urban Flats residents, current parking congestion on the Hill, and analyze the new development using that information.

**Item H.2.ab.**



Overall, while the board is supportive of all improvements and re-developments such as this, the CHP Board simply wanted these issues addressed in a fair manner.

Thanks,

College Hill Partnership Board of Directors

LILLIS O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP

WILLIAM J. LILLIS  
MICHAEL W. O'MALLEY  
EUGENE E. OLSON  
DANIEL L. MANNING, SR.  
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JOHN CONNOLLY, JR. (1891-1975)  
GEORGE E. O'MALLEY (1905-1982)  
JOHN CONNOLLY III (1918-1998)  
BERNARD J. CONNOLLY (1920-1970)  
C. I. MCNUTT (1901-1958)  
STREETAR CAMERON (1957-2008)

Writer's Direct Email Address: [dmanning@lolaw.com](mailto:dmanning@lolaw.com)

January 10, 2018

Planning and Zoning Commission  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

RE: Property: 2119 College Street; 925 W. 22<sup>nd</sup> St.; and 1003 W. 22<sup>nd</sup> St.  
Issue: Site Plan Review – College Hill Apartment Project

Dear Members of the Planning and Zoning Commission:

This letter is provided to you in resistance to the proposed five (5) story multi-residential use proposed to be constructed at 2119 College Street; 925 W. 22<sup>nd</sup> St. and 1003 W. 22<sup>nd</sup> St. in the City of Cedar Falls, Iowa.

The site plan under review reveals that the principal use for this property is residential. Because the property is zoned C-3 within your zoning ordinance and the requirements imposed under Section 29-151(1)(l) apply. The evidence that supports the proposed use as a residential use is overwhelming and I will list that evidence as follows:

**THE PROPOSED USE IS A RESIDENTIAL USE**

1. **Chapter 29-Zoning, Article I. Section 29-2. Definitions.**  
Principal use means the **main use** of land or structures, as distinguished from an accessory use.
2. **The staff report of Shane Green dated January 5, 2018.** The building as a whole will have approximately 10,765 square feet of commercial retail space located on the first floor and approximately 50,897 square feet of residential space located on the second through fifth floors. This would equate to an overall ratio of 17% commercial space and 83% residential space. Therefore, the **main use** of the land or structures in this proposed project is clearly residential.

## Item H.2.ab.

LILLIS O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP

January 10, 2018

Page 2

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3. **Faulty Interpretation.** The interpretation that you need only review the first floor of a property to determine its principal use is a flawed approach with no support anywhere within the City's ordinances. This flawed approach leads to an absurd result where safeguards set-out within your zoning ordinance are ignored. That is exactly what is happening here.

There are reasonable safeguards set-out in the zoning ordinance for any proposed residential use located within a C-3 zoning district. Specifically, Section 29-151(1)(l) requires that the density standards; on-site parking standards; height standards all must comply with the R-4 district standards set-out in Section 29-146 (R-4). For example, the height requirement is that no building shall exceed three (3) stories or forty-five (45) feet in height, whichever is lower.

### **College Hill Neighborhood Overlay District. Section 29-160**

This property also lies within the College Hill Neighborhood Overlay Zoning District. That Section of the Ordinance clarifies that residential uses within the commercial district are discouraged. In addition, where they are allowed, the residential uses are governed by the minimum lot area, lot width, and building setback requirements, on-site parking, landscaping as specified in the R-4 residential zoning district.

This proposed use (site plan) does not conform to any of these requirements.

### **Section 29-177 Off-Street Parking Spaces**

The proposed development does not comply with the requirements set out in the ordinance concerning off-street parking spaces. Two parking spaces per dwelling unit, plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms is required. See paragraph 12(B) of Section 29-177 of the City's zoning ordinance.

### **Comparison of Properties**

The properties identified in the City's staff report in support of its faulty interpretation are worthy of review.

2024 College Street (Domino's Pizza) – a two-story building

2215 College Street (Sidecar Café) – a two-story building

917 W. 23<sup>rd</sup> Street – a three-story building

LILLIS O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP  
January 10, 2018  
Page 2

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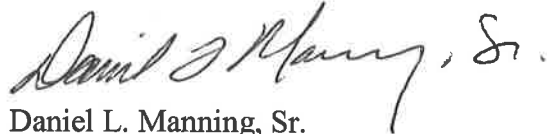
The faulty interpretation imposed by the City's staff has little or no consequence when we are dealing with a two-story building. The flawed analysis raises concerns when we consider a three-story building. However, there is no credibility to the faulty interpretation when we analyze a proposal that includes a five-story building. In the case presently before the Planning and Zoning Commission, we are reviewing a building that has devoted over 80% of its use to residential (83%). However, none of the safeguards contained in the ordinance concerning residential uses located within C-3 zoned properties are being applied to this proposed use.

**Survey of Residents Within the College Hill Neighborhood Area**

A survey was conducted that included 957 residential apartment units located within the College Hill area. The survey revealed that 98% of the residents surveyed owned vehicles. This confirms the need for on-site residential parking for any residential development located within the College Hill Area.

Because the proposed site plan fails to comply with the clear guidance and requirements set out within the City's own zoning ordinance, the proposed site plan must be rejected.

Very truly yours,



Daniel L. Manning, Sr.  
For the Firm

DLM/dj

## Item H.2.ab.

Shane Graham

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**To:** David Sturch  
**Subject:** RE: 925 W 22nd street

**From:** Kamyar Enshayan [<mailto:kenshayan@gmail.com>]  
**Sent:** Tuesday, January 09, 2018 7:42 PM  
**To:** David Sturch  
**Subject:** 925 W 22nd street

Dear David,

I am writing in support of this proposal. There is plenty of public parking to do business, and of course a successful district is going to be hard to find parking... that is a good problem... compared to a declining Hill. We are grateful for city staff's work over the years towards the Hill area.

I fully support this proposal.

Thanks,

Kamyar Enshayan  
1703 Washington St.  
Cedar Falls IA 50613

Dear Commissioners,

I write to you all in hopes of giving a different perspective to the proposed project at 925 W. 22<sup>nd</sup> Street.

I have talked with business owners as well as heard a few concerns from outside parties with other priorities when it comes to the proposed project.

Having lived in Cedar Falls since 1999 and having worked for businesses on College Hill since 2006 and other businesses in Downtown Main Street since 2007 I have been able to see growth and obstacles alike in both areas. With all growth provides new opportunities, challenges, and obstacles, but none that haven't been overcome and the areas are better for it.

The opposition that I have heard about this project has been not only short sighted, but also dominantly one sided as to motives for the project to not be passed.

The commission has the thankless job of making decisions that have the potential to better our Community as a whole and I believe this project would do just that.

This project has invoked a lot of passion, but mostly from the people I've talked to that are for it. They see the possibilities of helping move College Hill in the right direction.

Parking continues to be a topic that is raised and has been a topic on Main Street ever since growth began. Where would Main Street be if we always deal with potential issues that may or may not come? That is not the town I live in or would care to live in. To Hinder growing this great community based on unsubstantiated what if's?

So, if we play that game and vote with that in mind here are a few questions to consider.

What successful area in any town has enough parking for every possible situation?  
IF those exist how many have parking lots that are all with spots directly in front of those businesses?

Were Visionary projects like the Streetscape for Main Street and College Hill 100% supported?

After complete what growth and opportunity have they provided to current business and future businesses? Did New Businesses follow, property taxes go up, sales tax revenue increase?

Has the impact of these projects been negative or positive for these areas?

How is the current parking situation at College Square Mall helping bring new businesses, customers, or more traffic to that area? They have substantial parking and yet fewer and fewer

## Item H.2.ab.

businesses over the years. To that point has an abundance of parking availability guaranteed success?

Have parking studies ever overruled the city's zoning codes that developers have met?

The market in Cedar Falls I believe will dictate the success of this project but the concerns raised I don't believe would be raised if this development was 100% Commercial.

I am on College Hill and Downtown every single day throughout the entire day and night. I see Multiple parking opportunities each and every day, but if I was looking for the one and only spot directly in front of a business available all the time the chances of that business still being open are very slim if they depend on actual physical customers to frequent their business.

The potential with this project to generate new revenue opportunities with current, new students, others that would choose to live in a district like this is great opportunity to increase business sales in the area and that would also help sales tax and future property taxes to this area.

I'm have no doubt that you as the commission will see a different picture painted by the opposition. For instance, the busiest time for College Hill is around the noon hour. Between Lunches, running errands with businesses that are located on the hill, classes that are offered at this time at the local hot yoga studio this for sure is the busiest time for parking. So, since I have no doubt you will see pictures of the area that will be taken at this time I would also like to send you some pictures to show the other side. Enclosed you will find 4 pictures from this morning at 9:00am taken by another supporter of this project Andy Fuchtman. The rest of the pictures are taken by me at 1:35pm today. Notice that they are not only of the College Hill business district but some surrounding apartment complexes directly next to College Hill and yet they are not even full.

I respectfully ask that you all consider the above and hope that you pass this project and send to City Council.

Thank You,  
Kyle Dehmlow





-365-

Item H.2.ab.

## Item H.2.ab.

**Shane Graham**

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**Subject:** FW: College Hill neighborhood district site plan review 2119 College St.- planning and zoning commission meeting of Nov 21, 2017

-----Original Message-----

From: Brian Sires [<mailto:brisires@gmail.com>]

Sent: Tuesday, December 05, 2017 2:00 PM

To: David Sturch

Cc: Stephanie Sheetz

Subject: College Hill neighborhood district site plan review 2119 College St.- planning and zoning commission meeting of Nov 21, 2017

Hi Mr. Sturch,

I would like to correct two statements about the College Hill area that were misrepresented to the Planning and Zoning commission at the November 21 meeting. And I request that these comments be read into the record of the next meeting on this issue.

It is generally recognized that parking is a problem in the College Hill area, despite Mr. Dahlstrum's assertions to the contrary. One of the main reasons for this is the large student population living nearby, in association with a high percentage of students with cars.

It is fairly easy to sample the apartment residents in the College Hill area who register cars. These complexes are overwhelmingly filled with students.

I checked with the three major complexes in the area (including my own), representing 877 residents in over 280 apartments. Out of the 877 apartment residents, only 14 people could be found who do not own or drive cars. This gives a percentage of students registering and operating motor vehicles in the immediate area near College Hill of 98.4% - not the 30% suggested by the developer.

In a separate matter, it has come to my attention that a Commission member named Brian Wingert is a business partner in a construction company with Mr. Dahlstrum.

Although Mr. Wingert denied a conflict of interest at the November 21 Planning and Zoning meeting, if the information that he is a business partner with Mr. Dahlstrum is true, I believe the facts should be reviewed by the city attorney, as Mr. Wingert strongly advocates for Mr. Dahlstrum, and the appearance conflict of interest is obvious.

Thank you sincerely,

Brian Sires

January 22, 2018

**Cedar Falls Planning and Zoning Commission:** Please allow me to give you two quick thoughts, for your consideration, about the proposed apartment construction in the College Hill Overlay.

- **Cedar Falls Code of Ordinances: Sec. 29-177**

(2)For a residential use established as a permitted secondary, incidental or accessory use to a principal permitted commercial use in the C-3 commercial district, such as for a dwelling unit or units located on the second or higher floor of a building, the first or lower floor of which comprises the principal permitted commercial use, subject, however, to review and approval by the planning and zoning commission and city council.

Such review and approval shall include consideration of whether the proposed residential use **is indeed secondary, incidental or accessory** to a principal permitted commercial use of the structure or property.

At the last meeting City staff pointed you to this existing ordinance language to assist you in evaluating this site plan on its merits. An 83% residential use is not “secondary, incidental or accessory”.

- **Precedent-Definition Law:** Precedent is a principle when deciding subsequent cases with similar facts.

Facts concerning the building in this case: Five stories - 120 units - 144 required off street parking stalls - 83% residential.

This building is not similar to the three multi-use buildings constructed in the College Hill Overlay that are used as “precedence” in your staff report. That’s a fact.

\*As a side observation. I’m concerned that Urban Flats moved forward essentially with a “gentleman’s agreement” with the developer concerning off-street parking. No matter how honest or well- intentioned the petitioner might be, the use of the land is tied to the building not the diligence of the owner. Situations change but the building will always be there.

Thank you, Mary Brammer

## Item H.2.ab.

### THE JONES LAW FIRM

721 W. 1ST STREET  
CEDAR FALLS, IOWA 50613

GARY N. JONES

(319) 266-3556  
FAX (319) 266-2835

January 29, 2018

Mayor Jim Brown  
220 Clay St.  
Cedar Falls, Iowa 50613

Mark Miller  
2416 Central Ave.  
Cedar Falls, Iowa 50613

Susan deBuhr  
1713 Continental Access St.  
Cedar Falls, Iowa 50613

Daryl Kruse  
2725 Minnetonka Dr.  
Cedar Falls, Iowa 50613

Tom Blanford  
1011 Rainbow Dr.  
Cedar Falls, Iowa 50613

Frank Darrah  
1915 Greenhill Dr.  
Cedar Falls, Iowa 50613

Rob Green  
314 Olive St.  
Cedar Falls, Iowa 50613

David Wieland  
4201 Heritage Rd.  
Cedar Falls, Iowa 50613

Dear Mayor Brown and Members of the City Council:

First, let me apologize for the length of this letter; I know each of you are very busy but I think the magnitude of what is before you justifies the length.

I served as City Attorney for the City of Cedar Falls for 10 years (1995-2005) and while I was in that role it was my responsibility to enforce the ordinances of the City and to advise various boards and commissions of the City, one of which was planning and zoning. I am writing as a former City Attorney and as a property owner because I believe the council is in a difficult position.

Let me make it clear that I don't own any property on or near College Hill and I have no business relationship for or against Brent Dahlstrom. My concern is solely for the well-being of the City and all of its residents. In light of the recommendation of the Planning and Zoning Commission to approve the proposed development in the College Hill area classifying the building as a commercial structure the Council is being asked to take action that is illegal and contrary to prior City action.

In 1998 I represented the City in litigation filed by City Builders, Inc. over the fact the City refused to allow development of a parcel along Lone Tree Road because the "essential city services" were not present and allowing the parcel to be developed with a

septic system would be contrary to the City's zoning law and the Comprehensive Plan. The trial lasted 5 days and the position of the City prevailed. Although Judge Bauch didn't want to find for the City, he felt he had no choice because the City had followed its ordinance.

Maybe it is a character defect of us lawyers but if a law is in place it is essential that law be followed; failure to follow our laws leads us to a situation where we can't enforce the laws, and then they hold no value to our society.

Section 29-2 of the Cedar Falls City Code states as follows: *Principal use means the main use of land or structures, as distinguished from an accessory use.* The Council is being asked to cast this definition aside and classify a building that is admittedly 83% residential in use as a commercial property and as such exempt that property from all the requirements of an R-4 usage such as building height and on-site parking. Not only does the requested action require the Council to violate its own ordinance but it opens the door for inconsistent interpretations of the laws of our city. The primary basis of the City's position in *City Builders, Inc. v. City of Cedar Falls* was that the zoning laws of a city must be respected and followed in order to ensure orderly and property development of the city.

I fully appreciate the lure of increased tax base and the attractiveness of a new development in the College Hill area but we can't twist our morals or our definitions in order to find a way to make a development happen because it will generate more money for city coffers. Any action that requires a "liberal interpretation" of the City Code has the potential for grave consequences down the road. It is so very important that the Council follow the established zoning ordinance, even when it is difficult, in order to ensure the proper development of our community. To twist the established definition of a "principal use" such that a building that is 83% residential in use is determined to be a commercial use is without precedence and extremely dangerous. Such an action will invite anyone wishing to build a residential building in the College Hill area, an area with a special overlay district, to simply ensure the first floor is set up for commercial uses, even if those spaces never fill, and then put residential units in the next 3, 5 or even 10 floors without a concern for meeting the requirement of an R-4 usage. Is this what we want for the College Hill area?

An additional subject I am reluctant to address but I feel must be brought to light is the defective nature of the recommendation of the Planning and Zoning Commission. Again, I have no business with or against Mr. Wingert so my concern is solely one of respect for the process. While Mr. Wingert may not have any relationship with the developer, Mr. Dahlstrom, on this particular project, he does have substantial involvement with Mr. Dahlstrom in other ventures. They are, or at one time were, partners in the company known as Panther Builders and Mr. Wingert's real estate brokerage, Structure Real Estate, may act as broker for the sale of units developed by Mr. Dahlstrom. In the practice of law we are taught to avoid even the appearance of impropriety; in this situation Mr. Wingert had a clear conflict of interest and should have recused himself from any discussion or vote on the subject project. His failure to reveal his conflict of interest and recuse himself taints the recommendation of planning and zoning. The City Council is now being asked to act upon a flawed recommendation from planning and zoning, an action that could lead to an action in violation of our City Code.

## Item H.2.ab.

While I very much respect the investment both Mr. Wingert and Mr. Dahlstrom have made in our community, we can't turn a blind eye to conflicts of interest that put the Council in a very dangerous position. Increased tax base is always needed in any city but we can't increase the tax base at the expense of our system of laws. As I stated at the beginning of this letter, as a former City Attorney, I am concerned the Council is being asked to take action that violates our ordinance, could lead to litigation based on an action that is deemed to be arbitrary and capricious and could tie the City's hands when future developers seek to exploit the "liberal interpretation" required in this situation.

Thank you for your time and for your service to the City of Cedar Falls.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary N. Jones". The signature is written in black ink and is positioned above the printed name.

Gary N. Jones

RECEIVED

FEB 01 2018

Public Records Division

January 31, 2018

To: Cedar Falls City Council

From: Jerry Geisler

RE: College Hill Project

For the past 26 years I have been involved with student housing on college hill. My family has built and managed several apartment complexes on the hill. During this period of time we have torn down 20 or more older poor quality houses and built new. We have been harassed, cat called etc. at city council meetings and have always tried to accommodate the city council. To get any of our projects accepted, we had to meet requirements which meant give and take on both sides. Many of the requirements were not in the code.

The Dahlstrom project has not been before the city council yet, but when it is I respectfully ask that the council consider some requirements we have been asked to accept on our projects instead of accepting the Dahlstrom project as presented at this time.

**PARKING:**

In years past we had a terrible parking problem. To alleviate this problem we were required to provide 2 parking stalls/one bedroom unit or studio and 1 parking stall for each bedroom in any larger unit. (That is 4 bedrooms required 4 parking stalls.) In addition at Hidden Valley, I was required to provide an additional visitor stall per every 5 apartments. Needless to say this was expensive to install and expensive to maintain.

As the years passed more regulations came into play regarding water retention, density, green space, fencing etc. The last few complexes built required parking costs equal to 25 to 35% of the total cost of the building. Needless to say these costs forced us to quit building. With that kind of costs incurred, we cannot compete with someone not providing either any parking or in one case no parking at all – Side Car Café & Apartments only city parking is provided. Marty Ryan and Mr. McCallister were very definite on how much parking we had to provide.

Over the past 26 years millions of dollars have been spent on our projects providing required parking. We cannot compete with projects that have no parking requirements or reduced requirements.

Regarding a parking survey, we have 498 bedrooms in our units. We require each car to be registered with the management and parking stalls are assigned so we know who is using our stalls. These stalls cost approximately \$10,000/stall to build and maintain. Of the 498 stalls only 1 does not have a car. Remember all of these units are adjoining the proposed structure or are only 1-2 blocks from campus.

## Item H.2.ab.

One house I own to the west of the proposed unit has eight bedrooms. According to notices I received this past week, I will have to PAVE the lot, meet set back requirements, green space requirements, and screening. The Dahlstrom project is 6' from my property line 5 stories tall with no screening, no green space etc. I suspect I will have the overflow parking from this project in my new lot. Not to mention all the dogs relieving themselves in my grass.

Yes we need to improve college hill, but we need to consider what caused the riots in the late 90's. I suspect none of you were there, but I was along with Councilman Rider, Mr. Lupkes, the police chief, etc. until 4:30 a.m. When the sun came up you wouldn't believe the mess. We've since cured many of the problems – it's been expensive. Remember the orange bladder on college hill with police in the center? I know letting this project go on sets us up for the same problems again.

Points to consider:

1. On 20<sup>th</sup> street my 1 bedroom units most years have 2 people/bedroom and 2 cars. This year 75% of the 1 bedrooms have 2 cars.
2. I stood outside Urban Flats one evening and asked tenants how many cars they had. Eight out of the nine I talked to had cars.
3. Since I have been on college hill almost daily for the last 26 years, I have found very little respect from people regarding parking. As if I am the one to ask – they say “Well where am I suppose to park?”
4. In 5 years people will be faced with the same parking problem (if approved) there was in the 1990's. Will the citizens and other landlords be required to provide college hill parking again?
5. One of the main points of contention in the 1990's came from college hill small businesses. People would not go the hill to shop because of the parking problem.
6. Tuesday night at 10:00 p.m. I ran a check on all of our lots to see how full they were. I'd respectfully ask any council member to come ride with me on Thursday night after 10:00 p.m. on the hill to get an understanding of the parking problem when most tenants are home. Some of my tenants especially girls work until 1 or 2:00 a.m. at the hospitals, bars etc. They are very upset when they get home and their parking stall has been stolen. Remember they pay to have these stalls as part of their rent. How would your daughter react? L&M towing doesn't like to tow at that time.
7. The parking situation at Urban Flats plus this project will only increase the problem. Please check the Urban Flats provision for parking if you are not familiar with it. It should surprise you.
8. Years ago Mr. Ryan basically dared me to try and do a similar project when I wanted to copy Mankato State, and I was going to provide all the R-2 requirements just across the street where I had verbal commitments.
9. At a project 52 feet away, the owner was required to move the garage and provide parking for 4 cars for 4 tenants in December 2017 – just one month ago.



10. So far we have no plan for growth even though the City hired experts over the years to accommodate the College Hill Partnership. With this project going forward, this is piece meal growth with no plan and making planning in the future even more difficult.

**SUGGESTIONS:**

- a. Mr. Dahlstrom presented a 5 story building knowing full he would take heat. I suspect his plan was to reduce it to 3 stores to satisfy the negative feelings.
- b. Mr. Dalstrom also owns the 2 houses to the west of my 1009 W 22<sup>nd</sup> house. He could tear down these houses and put his off location parking there. This is what we would probably be required to do.
- c. Sell Mr. Dahlstom the parking lot north of Urban Flats, and require him to bring it up to city standards with water retention etc. The city then could take the income and purchase 2 or 3 of the houses west of the book store and put in a public lot there. At one time I had a verbal commitment to buy all of these houses on that block and put in an R-2 apartment complex similar to the one on University. I was told no by Marty. Why wouldn't a city parking lot work there?

**CLOSING REMARKS:**

1. Don't regress back to what we had in 1998-99.
2. We can't afford to cure a mess like that again.
3. Mr. Dahlstrom has other alternatives I am sure. He is very excited about receiving very few negative comments. The rest of us would provide his parking.
4. I would be very glad to meet any one of you at 10:00 p.m. Thursday night on college hill to survey the situation. 319-415-5807. I can also show you our parking roster.
5. Most of the occupants on college hill are 18, 19, 20, 21 years old. They are of a much different mindset than the 25-30 year olds living down town.
6. We have already had murder on college hill. Is this a look into our future?
7. Don't pass something just because it looks good on the outside. Investigate.
8. Will I be allowed to do the same thing on my C-3 lot next door? Probably not!!!

*Respectfully Submitted*  
*Jerry L. Hester*





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

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**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** February 2, 2018  
**SUBJECT:** FY2019 Budget

Attached is the state required notice for the FY19 budget hearing. The rate on the notice is \$11.22. This rate will cause a 1.53% decrease on residential properties, a .81% increase on commercial & industrial properties, and a 3.77% decrease on multi-residential properties.

**The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for February 19, 2018.**

If you have any questions, about the budget or the budget process, please feel free to contact me.









**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:** January 31, 2018  
**SUBJECT:** Easement Vacation and Dedication Request

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**REQUEST:** Easement Vacation and Dedication  
**PETITIONER:** Kwik Star Convenience Store and Fareway Grocery Store  
**LOCATION:** Lots 32-34 Pinnacle Prairie Business Center North

---

PROPOSAL

This property is located on Lots 32-34 of the Pinnacle Prairie Business Center North development, which is at the southeast corner of the intersection of S. Main Street and Greenhill Road. This item includes the vacation of a utility easement between Lots 32 and 33 and Lots 33 and 34. The proposal also includes the dedication of an 18-foot wide utility easement in Lot 33.

BACKGROUND

Kwik Star Inc, and Fareway submitted a site plan for the development of Lots 32-34 in Pinnacle Prairie Business Center North. Fareway will occupy all of Lot 32 and the west half of Lot 33. Kwik Star will occupy all of Lot 34 and the east half of Lot 33. The existing utility easements along the interior lot lines need to be vacated and new utility easements will be dedicated on the new lot line between the two projects. These site plans and easements were reviewed by the Planning and Zoning Commission on January 10, 2018 and recommended for approval by the City Council.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities personnel have no concerns with the proposed easement vacation. All CFU services are located in the Bluebell Street right of way. There are no utilities (CFU, Mediacom, Century Link, INS) that occupy the easements to be vacated.

PLANNING & ZONING COMMISSION

Discussion/Vote 1/10/18 Vice Chair Holst introduced the item and Mr. Sturch provided background information. He explained that this item was discussed at the previous

## Item H.2.ad.

Planning and Zoning meeting and he reviewed the details of the site plan and easement vacation.

There were several members from the public that provided comments on the site plans for Kwik Star and Fareway. There were no comments on the proposed utility easement and vacation request.

The comments ended and the Commission approved the easement vacation and dedication request.

### STAFF RECOMMENDATION

The Department of Community Development recommends that the Council schedule a Public Hearing on February 5, 2018 for said utility easement vacation and dedication.

