



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, FEBRUARY 03, 2020
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of January 20, 2020.

Agenda Revisions

Special Order of Business

2. Public hearing on the proposed maximum levy for affected property tax levies for FY2021.
 - a) Receive and file proof of publication of notice of hearing. (Notice published January 22, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff presentation.
 - d) Oral comments.
3. Resolution approving and adopting the maximum property tax dollars for affected property tax levies for FY2021.

Old Business

4. Pass Ordinance #2961, amending Section 26-118 of the Code of Ordinances by removing property located at 4911 University Avenue from the R-1, Residence District, and placing the same in the C-1, Commercial District, pursuant to provisions of a conditional zoning agreement, upon its third & final consideration.
5. Pass Ordinance #2962, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies, upon its third & final consideration.

New Business

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

6. Receive and file the report of the Mayor relative to the appointment of the Administration, Public Works and Community Relations and Planning Committees.
7. Receive and file the City Council Work Session minutes of January 20, 2020 relative to the College Hill Visioning Plan.
8. Receive and file the Committee of the Whole minutes of January 20, 2020 relative to the following items:

- a) Role of INRCOG.
- b) Pavement Management.
- c) Washington Street Reconstruction Update.
- d) Bills & Payroll.

9. Receive and file Departmental Monthly Reports of December 2019.

10. Approve the following applications for beer permits and liquor licenses:

- a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
- b) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
- c) Panchero's Mexican Grill, 6421 University Avenue, Class B beer - renewal.
- d) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
- e) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
- f) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
- g) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.
- h) Famous Dave's, 6222 University Avenue, Class C liquor - change in ownership.
- i) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - change in ownership.
- j) Jenica, LLC d/b/a/ Purse-N-Ality, 408 Main Street, Class B native wine - new.

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

- 11. Resolution approving and authorizing execution of the renewal of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.
- 12. Resolution approving and authorizing execution of an Exclusive Concession Agreement with Chad's Pizza and Restaurant relative to concession rights at the Birdsall Park Softball Complex.
- 13. Resolution approving and authorizing execution of three Owner Purchase Agreements, and approving and accepting three Temporary Construction Easements, in conjunction with the Oak Park Sanitary Sewer Repair Project.
- 14. Resolution receiving and filing the bids, and approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$2,219,154.80, for the Downtown Streetscape and Reconstruction Project.
- 15. Resolution approving the Certificate of Completion and accepting the work of Feldman Concrete for the 2019 Sidewalk Assessment Project, Zone 2.
- 16. Resolution approving the Final Statement of Expenditures for the 2019 Sidewalk Assessment Project, Zone 2.
- 17. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with BJW Holdings, LLC relative to a post-construction stormwater management plan for Park Ridge Estates Subdivision.
- 18. Resolution approving and accepting completion of public improvements in Park Ridge Estates Subdivision.
- 19. Resolution approving and adopting Project Priorities for the College Hill Visioning & Zoning Code Update.
- 20. Resolution setting February 17, 2020 as the date of public hearing on the proposed FY21 Budget for the City of Cedar Falls.
- 21. Resolution receiving and filing, and setting February 17, 2020 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 12th Street Reconstruction Project.

Allow Bills and Payroll

City Council Referrals

City Council Updates

Staff Updates

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

Adjournment

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

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:10 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Absent: None.

- 52628 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of January 6, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52629 - City Clerk Danielsen announced that agenda item 27.(l) was being removed from consideration at the candidate's request.
- Mayor Green then commented briefly on the following procedural items:
- 1) City employees speaking on City personnel policies are prohibited.
 - 2) Public speakers will address the Mayor when speaking.
 - 3) Apology to Ms. Smith for incorrect statement during last City Council meeting.
 - 4) Public speakers will receive one-minute warning by the City Clerk going forward.
 - 5) Vehicles parked in areas where 'No Parking' signs are posted around City Hall tonight will not be cited.
- 52630 - Mayor Green announced that in accordance with the public notice of January 8, 2020, this was the time and place for a public hearing on the proposed FY2020-FY2025 Capital Improvements Program (CIP). It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52631 - The Mayor then asked if there were any written communications filed to the proposed Capital Improvements Program. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief summary, and Councilmembers Sires and Miller commented. Roger White, 2303 Greenwood Avenue, spoke in support of projects to improve bike trails and network signage, and Penny Popp, 4805 South Main Street, spoke on behalf of her neighborhood association with comments about various projects around South Main Street and the climate action plan. There being no one else present wishing to speak about the proposed Capital Improvements Program, the Mayor declared the hearing closed and passed to the next order of business.
- 52632 - It was moved by Kruse and seconded by Miller that Resolution #21,849, approving and adopting the FY2020-FY2025 Capital Improvements Program (CIP), be adopted. Following questions and comments by Councilmembers Miller and Kruse, and responses by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay:

None. Motion carried. The Mayor then declared Resolution #21,849 duly passed and adopted.

- 52633 - It was moved by Kruse and seconded by Harding that Resolution #21,850, 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 a brief explanation 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, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,850 duly passed and adopted.
- 52634 - Mayor Green announced that in accordance with the public notice of January 10, 2020, this was the time and place for a public hearing on a proposed Agreement for Private Development with SDC Real Estate, L.L.C. It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52635 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief explanation of the proposed Agreement. Lisa Skubal, Vice President of Economic Development for Grow Cedar Valley, spoke in support of the Agreements being considered tonight. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52636 - It was moved by Kruse and seconded by Harding that Resolution #21,851, approving and authorizing execution of an Agreement for Private Development with SDC Real Estate, L.L.C., 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, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,851 duly passed and adopted.
- 52637 - Mayor Green announced that in accordance with the public notice of January 10, 2020, this was the time and place for a public hearing on a proposed Second Agreement for Private Development with Standard Distribution Co. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52638 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed Agreement. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.

- 52639 - It was moved by Kruse and seconded by Miller that Resolution #21,852, approving and authorizing execution of a Second Agreement for Private Development with Standard Distribution Co., 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, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,852 duly passed and adopted.
- 52640 - Mayor Green announced that in accordance with the public notice of January 10, 2020, this was the time and place for a public hearing on a proposed Amended and Restated Agreement for Private Development with Owen 5, L.L.C. It was then moved by Darrah and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52641 - The Mayor then asked if there were any written communications filed to the proposed Agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed Agreement. There being no one else present wishing to speak about the proposed Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52642 - It was moved by Miller and seconded by Harding that Resolution #21,853, approving and authorizing execution of an Amended and Restated Agreement for Private Development and an Amended Minimum Assessment Agreement with Owen 5, L.L.C., 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, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,853 duly passed and adopted.
- 52643 - It was moved by Darrah and seconded by Kruse that Ordinance #2960, recreating the College Hill Self-Supported Municipal Improvement District (SSMID), be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Ordinance #2960 duly passed and adopted.
- 52644 - It was moved by deBuhr and seconded by Miller that Ordinance #2961, amending Section 26-118 of the Code of Ordinances by removing property located at 4911 University Avenue from the R-1, Residence District, and placing the same in the C-1, Commercial District, pursuant to provisions of a conditional zoning agreement, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.
- 52645 - It was moved by Miller and seconded by Kruse that Ordinance #2962, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to

establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown and College Hill parking studies, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

52646 - It was moved by Darrah and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing January 20, 2020 as Dr. Martin Luther King, Jr. Day of Service.

Approve the following applications for liquor licenses:

- a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.
- b) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.
- c) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.
- d) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E liquor - renewal.

Motion carried unanimously.

52647 - It was moved by deBuhr and seconded by Kruse to receive and file the Committee of the Whole minutes of January 6, 2020 relative to the following items:

- a) Capital Improvements Program (CIP).
- b) Conflict of Interest/Ex Parte Communications/Role of Elected Officials.
- c) Bus Route Restructuring.
- d) Bills & Payrolls.

Following comments by Councilmember Sires, the motion carried unanimously.

52648 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,854, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 234 Clark Drive.

Resolution #21,855, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 929 Newman Avenue.

Resolution #21,856, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2610 Valley Park Drive.

Resolution #21,857, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2040 Waterloo Road.

Resolution #21,858, levying a final assessment for costs incurred by the City to

mow and clear vegetation on the property located in the vicinity of West 1st Street & Whitetail Drive.

Resolution #21,859, approving and authorizing execution of an agreement with Gillian Christy relative to placement of a sculpture at 220 Clay Street, as requested by the Cedar Falls Public Art Committee and the Art & Culture Board.

Resolution #21,860, approving and authorizing execution of three Red House Studio Leases relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's new Visiting Artist Program.

Resolution #21,861, approving the Certificate of Completion and accepting the work of Minturn, Inc. for the 2019 Bridge Maintenance Project.

Resolution #21,862, setting February 3, 2020 as the date of public hearing on the maximum levy rate.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #21,854 through #21,862 duly passed and adopted.

52649 - It was moved by deBuhr and seconded by Kruse that Resolution #21,863, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 1616 Belle Avenue, be adopted. Following questions by Nate Didier, 501 Barbara Drive, 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, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #21,863 duly passed and adopted.

52650 - Mayor Green explained the process being used to fill the council vacancy by appointment, and randomly selected the speaking order of the following candidates seeking appointment.

- 1) Thomas Frein, 1319 Austin Way
- 2) Susan Sims, 3122 Pendleton Drive
- 3) Thomas Hagarty, 809 Franklin Street
- 4) Penelope (Penny) Popp, 4805 South Main Street
- 5) Rick Sharp, 1623 Birch Street
- 6) Paul Rider, Sr., 3422 Clearview Drive
- 7) Nick Taiber, 1709 Clay Street
- 8) Joyce Coil, 4404 Harvest Lane
- 9) Whitney Smith, 2904 Neola Street
- 10) Nate Didier, 501 Barbara Drive

Mayor Green then announced that candidate LeaAnn Saul, 1825 Greenhill Road, was unable to attend.

Following public comments by Scott Dix, 7821 North Union Road, Janesville, Ben Smith, 2904 Neola Street, and Kelly Dunn, 915 Royal Drive, it was moved by Harding and seconded by Sires to table the appointment until the February 3, 2020 City Council meeting. Motion to table failed 2-4, with Councilmembers Miller, deBuhr, Kruse and Darrah voting nay.

It was then moved by Harding to appoint Penelope Popp to the Council vacancy. Motion to appoint failed due to lack of a second.

It was then moved by Harding to appoint Susan Sims to the Council vacancy. Motion to appoint failed due to lack of a second.

It was then moved by Darrah and seconded by Kruse to appoint Nick Taiber to the Council vacancy. Motion carried 4-2, with Councilmembers Harding and Sires voting nay.

52651 - It was moved by Kruse and seconded by Miller that the bills and payroll of January 20, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

52652 - Councilmember Miller requested that speakers provide the city when providing their address.

It was moved by Darrah and seconded by Sires to refer to a committee comprised of city staff and school representatives, discussion of safety around the schools during drop-off and pick-up of students. Following comments by Mayor Green, the motion carried unanimously.

52653 - Councilmember Sires and Mayor expressed appreciation to all of the candidates who were interested in being appointed to the council vacancy.

52654 - Community Development Director Sheetz announced the kick-off event for *Imagine College Hill*, January 29th, 6-8 PM at the University of Northern Iowa Center for Energy and Environmental Education (CEEE).

Northern Iowa Student Government Liaison Rebecca Aberle announced the Mock Caucuses on January 27th and the 'You're Next Conference' on January 31st, both happening on the University of Northern Iowa campus.

Public Safety Services Director Olson and Fire Chief Bostwick responded to questions by Councilmembers Miller and Kruse regarding purchasing fire hydrant kits for police squad cars.

52655 - It was moved by Kruse and seconded by Miller to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have

to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

52656 - City Administrator Gaines, Finance & Business Operations Director Rodenbeck and Councilmember Kruse responded to questions by Jeremy Sulentic, 1008 Rocklyn Street, and Councilmember Miller regarding health insurance and severance benefits for retirees.

Scott Dix, 7021 North Union Road, Janesville, attempted to speak about city employee health insurance, but was advised by Mayor Green that as an employee, he was not allowed to not comment on employment related issues.

Jay Stoddard, 228 Maryhill Drive, and Rosemary Beach, 5018 Sage Road, expressed concerns with allowing competing events during Sturgis Falls Celebration.

Rick Sharp, 1623 Birch Street, spoke in support of bringing July 4th fireworks back to Cedar Falls and expressed concern with prohibiting competing events during the Sturgis Falls Celebration.

Thomas Frein, 1319 Austin Way, also expressed concern with prohibiting competing events during the Sturgis Falls Celebration, and inquired about embargos for semi-trucks in roundabouts.

Kelly Dunn, 915 Royal Drive, expressed appreciation for improved safety because of roundabouts on University Avenue, supports a roundabout at the Greenhill Road and South Main Street intersection, and encouraged councilmembers to work together for the community.

Paul Rider, Sr., 3422 Clearview Drive, expressed respect for the Councilmembers and suggested a broader conversation about the Public Safety Officer program.

Mayor Green and City Administrator Gaines responded to questions by Jessica Wittenberg, 4319 Wynnewood Drive, regarding snow removal and the deadline to file a petition for a special election.

The City Council adjourned to Executive Session at 9:14 P.M.

Mayor Green reconvened the City Council meeting at 9:48 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

52657 - It was moved by Darrah and seconded by Harding that the meeting be adjourned at 9:49 P.M. Motion carried unanimously.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Item 2.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 30, 2020
SUBJECT: FY2021 Budget

You may recall at Council Goal Setting that I described the new requirements from the State of Iowa related to budget hearings. The first part of these new requirements is having a hearing setting the maximum levy, which is the action that will be taking place on Monday night. Attached is the new required form giving notice of the hearing to set this maximum levy and the corresponding resolution. The levy rate as set by the attached notice, is balancing a budget that includes all of the items addressed at goal setting relating to capital projects, staffing, and services.

You may also recall that I noted that unfortunately this new state notice, does not include the total levy rate, it only has certain levies. Therefore, this is not the true picture of the total levy rate. For example, the total rate for the prior year was \$10.95 and you will see by the notice that it only shows \$10.23. In addition, because of how the form works, it shows an increase of 6.54%. However, the actual effect on the residential property owner will be a 1% increase in property taxes using this maximum levy.

In committee Monday night, I will be presenting an outline of the budget and the effects of the rate on various classes of properties.

If you have any questions, about the budget or the budget process, please feel free to contact me.

CITY NAME Cedar Falls	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY 07-046
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/3/2020	Meeting Time: 7:00 PM	Meeting Location: Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA 50613
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.cedarfalls.com		City Telephone Number: 319-273-8600		
Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation 1	1,955,185,106	1,968,057,686	1,968,057,686	
Tax Levies:				
Regular General 2	\$15,836,999	\$15,836,999	\$15,941,267	
Contract for Use of Bridge 3	\$0	\$0		
Opr & Maint Publicly Owned Transit 4	\$418,390	\$418,390	\$429,920	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr. 5	\$0	\$0		
Opr & Maint of City-Owned Civic Center 6	\$0	\$0		
Planning a Sanitary Disposal Project 7	\$0	\$0		
Liability, Property & Self-Insurance Costs 8	\$256,690	\$256,690	\$254,010	
Support of Local Emer. Mgmt. Commission 9	\$398,090	\$398,090	\$447,770	
Emergency 10	\$0	\$0		
Police & Fire Retirement 11	\$1,497,800	\$1,497,800	\$1,617,110	
FICA & IPERS 12	\$1,351,380	\$1,351,380	\$1,460,420	
Other Employee Benefits 13	\$248,300	\$248,300	\$1,165,670	
*Total 384.15A Maximum Tax Levy 14	\$20,007,649	\$20,007,649	\$21,316,167	6.54%
Calculated 384.15A Maximum Tax Rate 15	\$10.23312	\$10.16619	\$10.83107	

Explanation of significant increases in the budget:

Significant increases to the budget are caused by staffing costs, including negotiated salary and benefit increases.

If applicable, the above notice also available online at:

cedarfalls.com; <https://www.facebook.com/citycf>; <https://twitter.com/CityCF>; https://www.instagram.com/cedar_falls_iowa/

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING THE FY2021
MAXIMUM PROPERTY TAX DOLLARS**

WHEREAS, the City Council of the City of Cedar Falls has considered the proposed FY2021 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on the city website and social media accounts, and

WHEREAS, as required by law, a public hearing concerning the proposed city maximum property tax dollars was held by the City Council on February 3, 2020.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa that the maximum property tax dollars for the affected tax levies for FY2021 shall not exceed \$21,316,167.

BE IT FURTHER RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2021 represents greater than 102% from the Maximum Property Tax dollars requested for FY2020.

ADOPTED this 3rd day of February, 2020 with the following vote:

Miller _____	deBuhr _____	Kruse _____
Harding _____	Darrah _____	
Sires _____	Taiber _____	

Robert M. Green, Mayor

ATTEST:

Jacque Danielsen, MMC, City Clerk

Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 2961

AN ORDINANCE REPEALING SECTION 26-118, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICT AND DISTRICT REGULATIONS OF CHAPTER TWENTY-SIX (26) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 26-118 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE (Case #RZ19-006)

WHEREAS, the owner of property located at 4911 University Avenue in Cedar Falls, Iowa has requested a rezoning from R-1 to C-1; and

WHEREAS, the Comprehensive Plan indicates that this property is appropriate for office and business park uses; and

WHEREAS, Owner does not currently have any specific plans to redevelop the subject property and therefore does not have a detailed development site plan; and

WHEREAS, the subject property directly abuts a low density residential neighborhood; and

WHEREAS, the Planning and Zoning Commission has determined that, with appropriate conditions with regard to building design, signage, building and parking setbacks, outdoor lighting, and open space buffering and landscape screening, the requested zoning would ensure an appropriate transition to the low density residential neighborhood and would be consistent with the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission has determined that since a detailed site plan has not be submitted at this time, if the property were to be developed according to the minimum site development standards that apply in the Major Thoroughfare Planned Commercial

(MPC) District, an appropriate transition between the commercial properties and the residential neighborhood could be established; and

WHEREAS, Iowa Code Section 414.5 provides that as a part of an ordinance changing land from one zoning district to another zoning district, a city council may impose conditions on a property owner which are in addition to existing regulations, if the additional conditions have been agreed to in writing by the property owner before the public hearing required by Iowa Code Section 414.5, or any adjournment of the hearing, and if the conditions are reasonable, and are imposed to satisfy public needs which are directly caused by the requested change; and

WHEREAS, the owner of the property to be rezoned has agreed that the property shall be developed in accordance with the terms and conditions of the Conditional Zoning Agreement, attached hereto, to ensure appropriate development in this area of the city; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, finds that, as a condition of the approval of the rezoning request, certain conditions must be imposed on the property owner and on the property which the City Council finds are reasonable and necessary in order to satisfy public needs which would be directly caused by the rezoning of the property as described herein; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning, subject however, to the conditional zoning agreement attached hereto and incorporated herein; and

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

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

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

Section 1. That the following described real estate:

LOT NO. 3 IN THIRD ADDITION TO ORCHARD HILL PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS THEREOF CONVEYED TO THE STATE OF IOWA BY DEEDS RECORDED IN 306 TLD 473 AND 499 DEED 343 AND ALSO THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NO. 3; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT NO. 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT NO. 3 A DISTANCE OF 32 FEET; THENCE WESTERLY ON A DIRECT LINE 83.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Be and the same is hereby removed from the R-1 Residential District and added to the C-1 Commercial District, subject, however, to the conditions set forth in the conditional zoning agreement attached hereto, and by this reference incorporated herein as fully as though set out word for word in this ordinance, which conditions are hereby imposed upon the property owner, his successors and assigns, and upon the above-described real estate, and shall run with the land.

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

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

INTRODUCED: January 6, 2020

PASSED 1ST CONSIDERATION: January 6, 2020

PASSED 2ND CONSIDERATION: January 20, 2020

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CONDITIONAL ZONING AGREEMENT

This agreement is made and entered into this _____ day of _____, 2020, by and between Bradley H. Jacobson, hereinafter referred to as the "Owner," and the City of Cedar Falls, Iowa, hereinafter "The City."

WHEREAS, Owner owns the real estate located at 4911 University Avenue, Cedar Falls, Iowa, and legally described as follows:

LOT NO. 3 IN THIRD ADDITION TO ORCHARD HILL PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, EXCEPT THOSE PARTS THEREOF CONVEYED TO THE STATE OF IOWA BY DEEDS RECORDED IN 306 TLD 473 AND 499 DEED 343 AND ALSO THAT PART DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NO. 3; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE TO THE SOUTHEAST CORNER OF SAID LOT NO. 3; THENCE NORTH ALONG THE EAST LINE OF SAID LOT NO. 3 A DISTANCE OF 32 FEET; THENCE WESTERLY ON A DIRECT LINE 83.3 FEET MORE OR LESS TO THE POINT OF BEGINNING.

WHEREAS, Owner has submitted a request to rezone the above-described real estate from R-1 Residential Zoning District to C-1 Commercial Zoning District under the Zoning Ordinance of the City of Cedar Falls, Iowa (Case #RZ19-006); and

WHEREAS, Owner does not currently have any specific plans to redevelop the subject property and therefore does not have a detailed development site plan; and

WHEREAS, the subject property directly abuts a low density residential neighborhood; and

WHEREAS, the Planning and Zoning Commission has determined that, with appropriate conditions with regard to building design, signage, building and parking setbacks, outdoor lighting, and open space buffering and landscape screening, the requested zoning would ensure an appropriate transition to the low density residential neighborhood and would be consistent with the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission has determined that since a detailed site plan has not been submitted at this time, if the property were to be developed according to the minimum site development standards that apply in the Major Thoroughfare Planned Commercial (MPC) District, an appropriate transition between the commercial properties and the residential neighborhood would be established; and

WHEREAS, Iowa Code Section 414.5 provides that a City Council may impose reasonable conditions on granting a rezoning request, in addition to existing regulations, in order to satisfy public needs caused by the requested zoning change; and

WHEREAS, the Owner acknowledges that the requested rezoning that allows commercial development on property directly adjacent to a low density residential

neighborhood may result in negative impacts to the aesthetics, privacy and the quiet enjoyment of residential property unless future commercial development is carefully designed and more intense commercial activities are appropriately set back and buffered from the abutting residential properties; and

WHEREAS, the Owner acknowledges that to preserve orderly and efficient traffic flow on adjacent streets, no additional access points will be granted to University Avenue, but that a cross access drive may be established across the abutting property at 4919 University Avenue to provide vehicular access to Veralta Drive; and

WHEREAS, the Owner acknowledges that the certain conditions and restrictions outlined herein are reasonable to ensure that the development of the property is consistent with the City's Comprehensive Plan; and

WHEREAS, the Owner agrees to develop this property in accordance with the terms and conditions set forth in this conditional Zoning Agreement.

NOW, THEREFORE, it is hereby agreed by and between the above named parties that the following conditions are hereby imposed on the Owner, and his successors and assigns and the above described real estate, in addition to the existing regulations governing real estate included in the C-1, Commercial Zoning District. Said conditions are as follows:

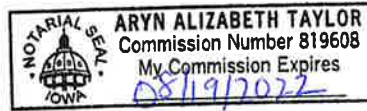
1. Owner agrees to abide by all of the legal requirements, regulations and restrictions of the MPC Major Thoroughfare Planned Commercial District under Section 26-182, of the Code of Ordinances of the City of Cedar Falls, Iowa, with the following exceptions:
 - a. The above-described real estate need not meet the minimum lot width requirement of 150 feet. The above-described real estate has a lot width of 80 feet along University Avenue and a lot depth of 190 feet; and
 - b. A shared cross-access drive may be established across the property at 4919 University Avenue, including across the required side yard areas; and across the side yard area of the subject property at 4911 University Avenue to provide for additional traffic circulation to and from the subject property and Veralta Drive;
2. Prior to redevelopment or new construction on the site, a detailed development site plan that meets the standards and requirements set forth in Section 26-182, MPC, Major Thoroughfare Planned Commercial District, of the City Code, shall be submitted for review and approval by the Planning and Zoning Commission and the City Council; and
3. No additional access drives to University Avenue shall be established.

FURTHERMORE, it is hereby acknowledged and agreed by and between the Owner and the City that:

1. The conditions contained herein are reasonable conditions to impose on the land

Owner Acknowledgement:

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



This instrument was acknowledged before me on the 2nd day of January, 2020 by Bradley H. Jacobson, Owner, to me known to be the person named in and who executed the foregoing instrument.

Aryn Elizabeth Taylor
Notary Public in and for the State of Iowa

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

ORDINANCE NO. 2962

AN ORDINANCE **(1)** REPEALING THE FOLLOWING SECTIONS OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTIONS WITH THE SAME NUMERICAL DESIGNATIONS AND TITLES: SECTION 23-359, IMPOUNDMENT OR IMMOBILIZATION OF VEHICLES; SECTION 23-373, PARKING PROHIBITED ON CITY PROPERTY LOCATED ADJACENT TO CITY HALL AND CITY HALL ANNEX; SECTION 23-379, LIMITED PARKING ON SPECIFIC STREETS; AND **(2)** REPEALING SECTION 23-381, ANGLE PARKING SPACES, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND **(3)** REPEALING DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STANDING, STOPPING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, CONSISTING OF SECTION 23-407, DEFINITIONS, SECTION 23-408, RIGHTS RESERVED BY THE CITY, SECTION 23-409, SUPERVISION OF PARKING OPERATIONS, SECTION 23-410, USE OF PARKING ENFORCEMENT DISTRICT FOR LOADING AND UNLOADING, SECTION 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED, SECTION 23-412, DROP OFF/PICK UP ZONES ON SPECIFIC STREETS IN A PARKING ENFORCEMENT DISTRICT, SECTION 23-413, PARKING TIME LIMITS IN PARKING ENFORCEMENT DISTRICTS, SECTION 23-414, USE OF FUNDS COLLECTED FROM PARKING OPERATIONS AND ENFORCEMENT, SECTION 23-415, PARKING VIOLATIONS, SECTION 23-416, NOTICE OF PARKING VIOLATION, SECTION 23-417, REPORT OF PARKING VIOLATIONS, SECTION 23-418, PARKING PERMITS FOR MUNICIPAL LOTS OR PARKING FACILITIES, SECTION 23-419, TWO-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES ON CERTAIN STREETS, SECTION 23-420, THREE-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES ON CERTAIN STREETS, SECTION 23-421, ONE-HOUR LIMIT ON PARKING IN CERTAIN PARKING SPACES, AND SECTION 23-422, PARKING PROHIBITED IN PORTIONS OF THE 22ND STREET WEST MUNICIPAL PARKING LOT DURING CERTAIN HOURS; AND **(4)** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY.

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

Section 1. Section 23-359, Impoundment or Immobilization of Vehicles, Section 23-373, Parking Prohibited on City Property Located Adjacent to City Hall and City Hall Annex, and Section 23-379, Limited Parking on Specific Streets, all of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and New Section 23-359, Impoundment or Immobilization of Vehicles, New Section 23-373, Parking Prohibited on City Property Located Adjacent to City Hall and City Hall Annex, and New Section 23-379, Limited Parking on Specific Streets, are enacted in lieu thereof, as follows:

Sec. 23-359. - Impoundment or immobilization of vehicles.

- (a) *Impoundment of vehicles.* Parking enforcement personnel are hereby authorized to impound, that is, to remove, or have removed, a vehicle from a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-387, from private property, to a place of safety designated by the city whenever any such vehicle is parked in violation of this article.
- (b) *Immobilization of vehicles.* As an alternative to impoundment under subsection (a) of this section, parking enforcement personnel are hereby authorized to immobilize a vehicle on a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, or in the event of a violation of section 23-387, on private property, whenever any such vehicle is parked in violation of this article.
- (c) *Payment.* In addition to the penalty provided in this chapter, the owner or operator of any vehicle impounded or immobilized for violation of any of the provisions of this article shall be required to pay for all outstanding penalties, fines and fees owed for all parking citations, plus either all towing, storage and impoundment fees, or all immobilization fees, together with all administrative fees.
- (d) *Impoundment or immobilization for accumulated parking violations.*
 - (1) Whenever it is determined that any vehicle has accumulated unpaid parking violations with fines totaling \$30.00 or more, as defined in this Code, then, until such time as all fines for such accumulated parking violations have been paid, such vehicle may be either impounded, or, in the alternative, immobilized by installing a device which clamps and locks onto the wheel and impedes vehicle movement, subject to the following conditions:
 - a. Impoundment or immobilization shall occur only after notice and opportunity for an administrative hearing is sent to the last known registered owner of such motor vehicle.
 - b. Notice shall consist of the following: Written notification by first class mail to the last known address of the registered owner, stating the license number of the vehicle; the owner's name; and a brief description of the parking tickets issued to such vehicle. Said notice shall also state that the registered owner has the right to request an administrative hearing before impoundment or immobilization, if such request is made within ten days of the date of mailing of the notice; that the hearing shall determine the merits of whether to impound or immobilize such motor vehicle for unpaid parking violations; that failure to request a hearing in a timely manner, or failure to appear at such hearing, shall constitute a waiver of the right to a hearing; and that the owner shall be responsible for all charges and costs incurred in impounding or immobilizing such vehicle.

- c. A request for an administrative hearing must be made in writing to the city clerk or the city clerk's designee. The request shall be reviewed to determine whether to impound or immobilize, as the case may be, the motor vehicle for unpaid parking violations.
 - d. The hearing shall be conducted before the police chief of the city or the police chief's designee, and shall be limited to a determination of whether such vehicle should be impounded or immobilized, as the case may be, for unpaid parking tickets. The owner may at that time pay for all outstanding fines for parking tickets.
 - e. Should the police chief or the police chief's designee determine that the vehicle shall be impounded or immobilized, as the case may be, said police chief or designee shall notify the owner, either orally at the conclusion of the hearing or by letter; however, no such notice need be given should the owner or a designated representative of the owner fail to appear at such hearing.
 - f. After the vehicle has been impounded or immobilized, the city shall notify the last known registered owner of such vehicle thereof, by certified mail if the name and address of such owner can be ascertained with reasonable diligence, unless the owner or operator has appeared and has made claim to the seized vehicle.
- (2) Any vehicle that remains immobilized for a consecutive period of 48 hours or more, shall be subject to towing and impoundment as provided in this section.
 - (3) Any vehicle that is immobilized pursuant to this section shall not be issued any parking citations for the period during which the vehicle remains immobilized.
 - (4) It shall be unlawful for any person to remove or attempt to remove an immobilization device which has been attached to any vehicle as provided in this section, to damage the device, or to move the vehicle with the device attached. No person other than a member of the police operations division, a parking meter attendant, or their designees, shall remove the immobilization device.
 - (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or in the event of a violation of section 23-387, is on private property.
 - a. *Entrance into impounded or immobilized vehicles.* If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
 - b. *Release of impounded or immobilized vehicles.*
 - 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.

2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.

- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
- (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

Sec. 23-373. - Parking prohibited on city property located adjacent to city hall and city hall annex.

- (1) No person shall stand or park a vehicle, except a vehicle authorized by the city, in the municipally owned area lying adjacent to the city hall and city hall annex, such area being described as follows: Lots 3, 4, 5, 6, 7 and 8, all in block 9 in the Original Plat of the city.
- (2) Exemption. The city may at its discretion designate certain parking spaces within this area as public parking spaces and identify those spaces by posting applicable signs.

Sec. 23-379. - Limited parking on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Prohibited
Third Street (West)	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.

Section 2. Section 23-381, Angle Parking Spaces, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

Section 3. Division 2, Parking Enforcement Districts, Equipment, Operations and Facilities, of Article IV, Standing, Stopping and Parking, of Chapter 23, Traffic and Motor Vehicles, of The Code of Ordinances of The City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 2 is enacted in lieu thereof, as follows:

CHAPTER 23 – TRAFFIC AND MOTOR VEHICLES

ARTICLE IV. - STOPPING, STANDING AND PARKING^[3]

DIVISION 2. - PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES

Sec. 23-407. - Definitions.

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

Municipal parking lot means any parking area, not including streets or highways, designated as a public parking lot.

Operator means every individual who operates a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle.

Park or parking means the standing of a vehicle, whether occupied or not, upon a street or municipal parking lot, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, and other than an involuntary stopping of a vehicle by reason of causes beyond the control of the operator of such vehicle.

Parking enforcement district means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where parking is enforced.

Parking meter/pay station means any mechanical device or meter not inconsistent with this division that is placed or erected for the regulation of parking by authority of this division. Parking meters/pay stations installed shall indicate the legal parking time and pay for parking rate established by the city, and at the expiration of such period shall indicate illegal or overtime parking.

Parking space means any space within a parking enforcement district, which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or municipal parking lot.

Person means any individual, firm, copartnership, association or corporation.

Street means any public street, avenue, road, alley, highway, lane, path or other public place located in the city and established for the use of vehicles.

Vehicle means any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-408. - Rights reserved by city.

Nothing contained in this division shall be construed as prohibiting the city from providing for bus stops and for other matters of a similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-409. - Supervision of parking operations.

The council shall be responsible for the regulation, control, operation, maintenance and use of parking operations in the city.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-410. - Use of parking enforcement district for loading and unloading.

Commercial trucks may park on the street or in municipal parking lots in parking enforcement districts to load and unload merchandise where no facilities are available to load or unload in alleys or loading/unloading zones. Such parking shall not exceed 15 minutes, and parking beyond such time limit shall be considered a violation of this division.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-411. - Parking enforcement districts described.

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in Sec. 26-189, Central Business District (CBD) overlay zoning district.
- (2) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-412. - Drop off/pick up zones on specific streets in a parking enforcement district.

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be drop off/pick up zones. No vehicle shall park or stand in a drop off/pick up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop off/pick up zone for more than 15 minutes.

Street	Portion Where Parking Prohibited
Second Street (East)	Drop off/Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.

Second Street (West)	Drop off/Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.
Third Street (East)	Drop off/Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.
Third Street (West)	Drop off/Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.
	Drop off/Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.
Fourth Street (East)	Drop off/Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.
Fourth Street (West)	Drop off/Pick up Zone: On the north side 40 feet west of the Main Street line to a point 50 feet west of the Main Street line.
Fifth Street (West)	Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.
Sixth Street	Drop off/Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.
Clay Street	Drop off/Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
	Drop off/Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north Sixth Street line.
Main Street	Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.
State Street	Drop off/Pick up Zone: On the west side from a point 20 feet south of the south line of Second Street to 40 feet south of the south line of Second Street.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-413. - Parking time limits in parking enforcement districts.

(a) Generally.

(1) Unrestricted parking is allowed in a municipal lot unless a sign is posted by the City advising that the lot is a paid parking lot. If posted as a paid parking lot, parking is prohibited unless an appropriate city issued permit is purchased, or unless legal parking time is purchased by means of a parking meter, pay station or mobile application.

(2) Except as otherwise provided in this division, unrestricted parking is allowed on a public street in a parking enforcement district unless a sign is posted by the City advising that a parking space is a paid parking space. If posted as a paid parking space, parking is prohibited unless legal parking time is purchased by means of a parking meter, pay station or mobile application.

(3) Rates for paid parking in a parking enforcement district shall be adopted by resolution of the city council and appropriately posted giving notice of said rates.

(4) The schedule of fines for violations of this division shall be in the same amount as stated in section 23-356.

(b) Enforcement times – Downtown parking enforcement district.

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this subsection shall not apply on the following named holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(c) Enforcement times -- College Hill parking enforcement district.

When signs are posted giving notice thereof, parking or standing a vehicle in a paid parking space shall be restricted and enforced between the hours of 9:00 a.m. and 6:00 p.m., Monday through Friday. The provisions of this section shall not apply on the following named holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-414. - Use of funds collected from parking operations and enforcement.

(a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:

(1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.

(2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.

(3) Retirement of revenue bonds.

(b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as

may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-415. - Parking violations.

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space. Moving a vehicle to another parking space within the same hundred block of the same street that results in total cumulative parking time beyond the period prescribed for such parking space, shall be a violation.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in section 23-23.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-416. - Notice of parking violation.

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-417. - Report of parking violations.

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.
- (2) The state license number of such vehicle.
- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.

- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-418. - Parking permits for municipal parking lots or parking facilities.

Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display/registration of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-419. - Two-hour limit on parking in certain parking spaces on certain streets.

(a) Downtown parking enforcement district.

(1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(a) Main Street from First Street to Sixth Street.

(2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(b) College Hill parking enforcement district.

(1) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

(a) College Street from 20th Street to 22nd Street

(b) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.

(c) Anywhere within the 22nd Street East - North and 20th Street East - Plaza municipal parking lots.

(2) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-420. - Three-hour limit on parking in certain parking spaces on certain streets.

Downtown parking enforcement district.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., Monday thru Saturday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

- (1) Second Street from State Street to Clay Street.
- (2) Third Street from State Street to Clay Street.
- (3) Fourth Street from State Street to Washington Street.
- (4) Fifth Street from State Street to Washington Street.
- (6) State Street from Second Street to Fourth Street.
- (7) Washington Street from First Street to Sixth Street.
- (8) Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.

(b) Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-421. - One-hour limit on parking in certain parking spaces.

College Hill parking enforcement district.

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle between the hours of 9:00 a.m. and 6:00 p.m., Monday thru Friday, except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.
- (2) College Street from 22nd Street to 23rd Street.
- (3) Within the 23rd Street East municipal parking lot.

(b) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked as provided in this subsection shall constitute a separate and distinct offense.

(Ord. No. 2945, § 2, 6-17-2019)

Sec. 23-422. - Parking prohibited in portions of the 22nd Street West municipal parking lot during certain hours.

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited in the 20 angled parking spaces located in the northeast leg of the 22nd Street West municipal parking lot on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m.

(Ord. No. 2945, § 2, 6-17-2019)

Secs. 23-423—23-458. – Reserved

INTRODUCED: _____ January 6, 2020

PASSED 1ST CONSIDERATION: _____ January 6, 2020

PASSED 2ND CONSIDERATION: _____ January 20, 2020

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



ROBERT M. GREEN

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

Item 6.

MEMORANDUM
Office of the Mayor

A handwritten signature in blue ink that reads "Robert M. Green".

FROM: Mayor Robert M. Green
TO: City Council
DATE: January 23, 2020
SUBJECT: CY2020 Appointment of Standing Committees
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-68

1. In accordance with reference (a), I hereby appoint the following standing committees of the Cedar Falls City Council.
 - a. **Administration Committee:** Susan deBuhr, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, David Sires, Nick Taiber.
 - b. **Public Works Committee:** Susan deBuhr, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, David Sires, Nick Taiber.
 - c. **Community Relations and Planning Committee:** Susan deBuhr, Frank Darrah, Simon Harding, Daryl Kruse, Mark Miller, David Sires, Nick Taiber.
2. As required by reference (a), the first person named on each committee shall be the chair of that committee.
3. This designation shall remain in effect until January 1, 2021 or until changed by me.

#

CITY COUNCIL WORK SESSION
Cedar Falls Duke Young Conference Room
January 20, 2020

The City Council held a special work session in the Duke Young Conference room at 5:00 p.m. on January 20, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments, as well as members of the community.

Mayor Green introduced the only item on the agenda, College Hill Visioning Plan. Stephanie Houk Sheetz, Director of Community Development stated the process for the College Hill Visioning plan will be similar to that of the Downtown Visioning plan. She stated we are using the same consultant, Ferrell Madden. She stated the public kick-off meeting for the College Hill Visioning will be on January 29 from 6 – 8 p.m. at the CEEE Building on the UNI campus. She explained the meeting will include a survey, as well as a presentation from the project consultant; these ideas and suggestions will assist in the efforts to update the zoning code that may be implemented later this year. Ms. Sheetz stated tonight we are reviewing seven (7) over-arching goals or priorities to help guide the process. Karen Howard Planning and Community Services Manager reviewed and explained the seven guiding priorities. A brief discussion was held. During the discussion council recommended to recognize the unique characteristics and aspects of the different parts of the study area. The council was in consensus with the staff recommendations. Ms. Sheetz stated the consultants have the recommendations from the College Hill Parking Study.

There being no further discussion, Daryl Kruse motioned to adjourn the work session, Mark Miller seconded the motion, and the motion carried unanimously. Mayor Green adjourned the meeting at 5:35 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

January 20, 2020

The Committee of the Whole met in the Council Chambers at 5:50 p.m. on January 20, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Kevin Blanshan from INRCOG attended, as well as members of the community.

Mayor Green called the meeting to order and introduced the first item on the agenda, Role of INRCOG (Iowa Northland Regional Council of Governments). Kevin Blanshan Executive Director distributed two handouts about INRCOG. He stated INRCOG was established in 1973 and its current membership is 54 cities and six counties. He explained INRCOG serves as an umbrella organization for some other boards and commissions. He stated the Mayor and other City Staff are on some of the boards and commissions. He reviewed their funding sources for their annual budget. Mr. Blanshan reviewed the services they provide, stating INRCOG has provided help on various City projects in the past and coordinated funding through the Black Hawk Metropolitan Area Transportation Policy Board (MPO).

There being no discussion, Mayor Green moved on to the second item on the agenda Pavement Management. David Wicke City Engineer stated City staff examines and evaluates the pavement throughout the city each year and places the repair in a 5-year plan. He stated this is updated each year, making adjustments as needed. He stated average life of an asphalt roadway is 15-20 years and it is 25 years for a concrete road. Mr. Wicke stated the Local Option Sales Tax was implemented in 1991 for restoration and reconstruction of City roadways, and we have completed over 150 miles of pavement improvements since inception. Jon Fitch, Principal Engineer reviewed the 2021 Pavement Management plan. He explained Cedar Falls Utilities will be involved during the restoration or reconstruction to make utility repairs as needed. He said the 2021 plan will include some curb and gutter spot repairs as needed. Mr. Fitch went on to review the 2022-2025 plans. He stated this plan may be adjusted annually based on review of the roadways. He stated staff is recommending approval of the 2021 Pavement Management Plan to proceed with final design. Mark Miller motioned for approval of the staff recommendation. Frank Darrah seconded the motion.

Mayor Green asked for public comment. LuAnn Alemao, member of the Bike Pedestrian Committee, commented the section of 18th Street slated for reconstruction should have a dedicated bike lane rather than a street marked with sharrow markings, per the Bike Plan. Roger White, member of the Bike Pedestrian Committee, stated bicyclist are more comfortable riding on a dedicated roadway. Chase Schrage, Director of Public Works, stated 18th Street is only 35 feet wide and to have a dedicated bike lane it will require a 37 foot roadway. Mr. White stated Cedar Heights Drive by Hartman Reserve should be reviewed for reconstruction/restoration in the near future. Mr. Schrage stated the bicycle markings should remain consistent on the entire corridor of the roadway; all sharrow markings or all dedicated bike lanes. He stated adding

dedicated bike lanes would have a significant cost impact due to the increase in the width of the roadway. Mayor Green called for the vote, all in favor, motion passes.

Mayor Green continued to item three on the agenda, Washington Street Reconstruction Update. Mr. Fitch reviewed the plan for reconstruction of Washington Street from 6th Street to 8th Street. He stated the plan is to convert this section of roadway from one-way to 2-way traffic, create traffic calming bump outs, add a four-way flashing stop sign at 7th and Washington. He explained this would give the roadway a neighborhood feel. He stated traffic counts were compiled in November and staff has met with St. Patrick School/Church. Mr. Fitch reviewed the pros and cons of a two-way street. He stated the two-way street restricts the feel for drivers, causing a traffic calming effect, and drivers are more attentive to the on-coming vehicular conflicts. Mr. Fitch reviewed the staff recommendation to approve W. 7th Street and Washington Street intersection design and converting the 1-way to 2-way from 6th Street to 18th Street. Susan deBuhr motioned to approve the staff recommendation, seconded by Daryl Kruse.

Mayor Green opened it up for council discussion. Mr. Fitch answered questions from the council, he stated they met with the school/church three different times and said they are in favor of the flashing light on the 4-way stop sign at 7th and Washington Streets. Council discussed the pedestrian safety and the 2-way traffic switch, the traffic impact of buses and parent dropping off students.

Mayor Green opened it up for comments from the Public. Janet Willett 716 Winters Drive explained her son's Lego League team were given a project to look at a safety improvement around the school. She explained they reviewed the area around the school and the congestion on 7th Street and Washington Street. She stated the plan to change to 2-way traffic needs additional review, especially before and after school drop off time. She said more discussion should take place with parents and the school. Luke Willett 716 Winters Drive commented there should be more discussion with the church since they will lose 30 parking spots for church services. Councilmember Kruse asked if 1-way traffic could remaining in the two blocks by the school/church, and change the remaining portion 8th – 18th Streets to 2-way traffic? Mr. Schrage stated it is not recommended to have an interrupted of the traffic pattern. Councilmember Harding stated there should be additional review of the situation. Daryl Kruse motioned to table the item, seconded by Simon Harding. Motion to table passes (Aye - Darrah, Harding, Kruse, Miller, Sires; Nay - deBuhr)

Mayor Green introduced the final item on the agenda, bills and payroll. Daryl Kruse moved to approve the bills and payroll as presented, and Frank Darrah seconded the motion. The motion carried unanimously.

There being no further discussion, Daryl Kruse motioned to adjourn, and Dave Sires seconded the motion. Mayor Green adjourned the meeting at 7:00 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



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MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: January 28, 2020
SUBJECT: Departmental Monthly Reports Submission -- December 2019
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), that the Mayor “*make oral or written reports to the city council at the first meeting of the month*”, please find the city’s monthly departmental report as enclosure (1).
2. In the Public Works section (page 51-54), please note the change out of bulbs to LED, which should result in considerable energy savings to the city in the years ahead.
3. In the Public Safety section (page 58), I would like to highlight the following:

“Officers learned that a 90+ year old female was without service, and would be for approximately a week due to construction. Her lifeline runs through the phone system. The Officer took it upon himself to make contact with an area cell phone company, and got the woman a 911 only phone, so she could call if she had an emergency.”

This officer’s excellent initiative and service to a vulnerable member of the public is commendable and worthy of special note.

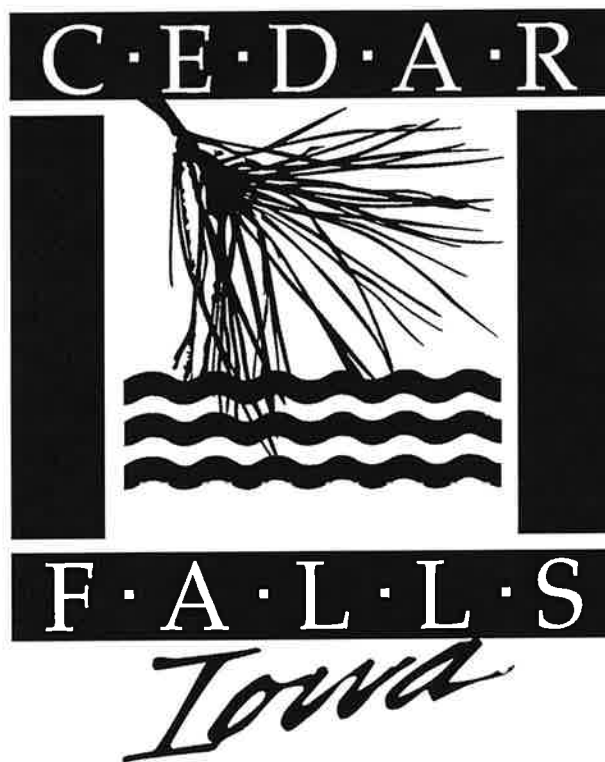
4. Please contact the City Administrator, Ron Gaines or me with any questions about the activities of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports, December 2019

#

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



December 2019

DECEMBER 2019 MONTHLY REPORTS
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**Finance & Business Operations
Financial Services
December 2019**

Financial Reports

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

Cash Management

Property tax related revenues received to date in FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 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 \$96,433,500 invested in CD's and \$5,300,000 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	\$0.00
CD/Investment Interest		\$68,774.95

FY21 Capital Improvements Plan

Staff has been working on developing the CIP based on priorities discussed at the Council goal setting. The CIP will be presented to the City Council and P&Z on January 6th. The public hearing will be set for January 20th.

FY21 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 FY22 and FY23 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.

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, 37 payroll checks and 717 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 138 invoices were mailed out to customers.
7. 1,391 transactions for accounts payable were processed and approved by the City Council for payment and 491 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support for Sturgis Falls.

Benefit & Compensation Activities

1. Staff entered and finalized 2020 cafeteria plan enrollment.
2. Staff met with Holmes Murphy & Associates (HMA) and was provided with initial health and dental plan renewal numbers and statistics from Wellmark for rates that will be effective July 1, 2020. Final rate information will be provided later this spring.
3. The Wellness Committee met 12/20/19 with HMA to discuss Wellness Program Goals and learn about the City's Wellness offerings. They discussed "big picture" ideas and presented questions for the Wellness Committee to consider going forward. HMA will work with the Committee and staff going forward in choosing a new wellness provider or staying with Wellmark.
4. The wellness challenge "Make Your Move" was completed during December. 69 employees completed the challenge and 10 of those people will be selected to win a fitness tracker at the Committee's meeting in January.
5. Final fiscal year 2020 Summary Plan Descriptions ("SPDs") for the City's health and dental plans were distributed to participating employees and retirees during the month.
6. City staff worked with HMA to prepare to update the City's plan document and/or SPD related to the cafeteria benefits plan through Advantage Administrators. Changes will be submitted to Advantage Administrators in January.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Building/Electrical Inspector, Library Assistant-Technical Services, Maintenance Worker, Planner I, Public Safety Officers; PT positions: Administrative Assistant, Community Service Officer, Crossing Guards, Engineering and Library Interns, Parking Attendant, seasonal and special purpose positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the November 13th and December 11th Commission meetings.
3. Employment application revisions continued, and an updated draft is expected to be reviewed by City management early 2020.
4. Review of the new Federal Motor Carrier Safety Administration (FMCSA) regulation effective January 6, 2020 continued, staff participated in a webinar, and prepared for a January 6th meeting to be presented to Public Works staff by Personnel Specialist Colleen Sole.
5. Preparations for attending ISU's College of Design Career Fair on February 20th with Planning staff began. Attendance will increase exposure for Regional & Urban Planning majors to consider future Planning positions and interns with the City.

Miscellaneous Personnel Activities

1. Performance evaluation templates were reviewed and updated for January distribution.
2. Assisted with general personnel requests, group benefit questions, and 2020 cafeteria plan enrollment.
3. Conflict of interest memos and forms were distributed to full-time and permanent part-time employees, and certain special purpose employees. Forms were also distributed for the first time to appointed officials of the various City boards and commissions. Most forms were completed and returned during December. Final due date for forms to be turned in from supervisors and directors is January 3rd.

Finance and Business Operations Information Systems Division Monthly Report December 2019

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Installed Microsoft Office, Google Chrome, Java, Adobe, OptiView, LAMA, FireHouse, and Windows Updates on three inspection services old PC
 - Installed CDBurnerXP on Fire Supervisor and Commander's PCs
 - A Harris radio cell phone app was installed on the Fire Chief's phone in order to get radio traffic on his phone.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - A TV was purchased for the PW admin conference room.
 - 5 new PD MDC's have been ordered and are expected by February 2020.
 - An amplifier was ordered for the Library paging system.
 - Thumb drives for inventory: Amazon (\$88.90)
 - RAM for graphic artist, TV stand and HDMI converter switch for Public Works, Scanner rolling kits for Admin at Public Safety, Wireless presenters at Public Safety conference rooms: Amazon (\$635.15)
 - 55" TV for Public Works conference room: Best Buy (\$349.99)
- Equipment Installations included:
 - A cable was run from the IT room to the front lobby interview room, at the Public Safety building, for a camera.
 - 2 Ethernet wires were run from the Public Works admin conference room floor to the projector, in order to provide HDMI access through a tight conduit.
 - A cable was run from the library server room to the downstairs copier area for a public telephone. • 2 cables were run, at the Public Safety Building for door unlock buttons at the CSO workstations.

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - 3 temporary network switches were configured and installed in 2 cabinets, in the downtown area, for camera connectivity.
 - A fiber cable was run between the Cable TV production area and the IT server room, at City Hall. This was necessary to provide network access to the downtown cameras
 - Network switches were configured and installed downtown for the security camera project

- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, miscellaneous posters/fliers, post-cards, vinyl, billboard design
 - **Tourism:** print and digital ads, group itineraries
 - **Rec Center:** class fliers, fitness schedule updates
 - **Other:** website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, TV slides, Currents, coin designs

- Assistance Activities:
 - The Traffic Operations Supervisor was assisted with getting power to downtown cameras.
 - An AVAMAR backup system PEQ was filled out in order to continue with the setup of our new backup system.
 - 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
 - Laptops and projectors were provided and setup for those needing them for meetings and travel
 - We continue to provide support for the City's FTP server, adding folders and managing security as necessary
 - Users were added and removed from the network as required for hires and terminations.

Problem Resolution Activities

- Finance couldn't print out documents from AS400 without being crunched together – adjusted paper settings
- PSO couldn't log in their WatchGuard account – reset their password
- Cable Admin couldn't open her docx files with Word – her default got set to PDF software (changed back to Word)
- Cable TV couldn't access FTP – restarted server
- Meeting in Duke Young couldn't get display on TV – cable was lose
- Public Safety Officers couldn't copy files over to flash drive – reformat to NFTS
- Officer couldn't stay connected to their software (losing network connection) – cable was lose in docking station
 - Mapped drives after got network connection

- Section 8 couldn't use CA copier – swapped out network cable
- Public Safety Admin couldn't print out pdf files (just blank) – ran an Adobe update
- PSO couldn't access video from flash drive – typed out instructions on playing video
- Computers up front at Rec Center were not getting network access – power cycled their switch
- Scanner wouldn't work in car 17 – updated the scanner settings in TraCS
- City Attorney couldn't copy a word document (that tracked changes) to a new word document – had him uncheck "track changes"
- The CF1Stop site needed the APP pool restarted due to connectivity issues.
- Sophos anti-virus definition folders were recreated due to updating failures.

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

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
Updated & added Community Calendar events to the Channel 15 Announcements

- **Regular production included:**
 - Produced 2 CF Boys Basketball games
 - Waterloo West (*Single Camera production*)
 - Bolingbrook (*Slykhuis Showcase*)
 - Produced 2 CF Girls Basketball games
 - Dubuque Hempstead
 - Davenport North (*Slykhuis Showcase*)
 - Produced 1 CF Wrestling meet
 - Dubuque Senior (*Single Camera production*)
 - Produced 1 CF Boys Swimming meet
 - Iowa City High
 - Produced 1 Sports Talk show
 - CF Football season recap
 - Produced 1 Serving the Valley show
 - Love INC
 - Recorded Oath of Office of newly elected officials
 - Produced 30-minute Holiday Hoopla Show
 - Holiday Hoopla Kickoff
 - Santa's Workshop
 - Jingle & Mingle on Main
 - Breakfast at the North Pole
 - Hoopla Cheer

- Ugly Sweater contest
- Santa's Beard contest
- Frosty 5K Run & Costume contest
- Baby It's Cold Outside
- Movie Magic
- Aired 4 Panther Sports Talk summer shows
- Aired 4 "The Heartland" shows featuring University of Iowa athletics.
 - Continued production of State Volleyball Championship documentary.
 - Produced 4 CF Volleyball matches
 - Marshalltown (Regional Final)
 - State Quarterfinal vs. Waukee
 - State Semifinal vs. Ankeny
 - State Championship vs. West Des Moines Valley
 - Produced 2 Cedar Falls Football home games (full productions)
 - Dubuque Senior
 - Bettendorf
 - Produced 1 UNI Football home games for the Panther Sports Network
 - Indiana State
 - Produced 2 UNI Men's Basketball games for the Panther Sports Network
 - Old Dominion
 - Tennessee Martin
 - Produced 2 Sports Talk shows
 - CF Boys Golf Recap
 - CF State Cross Country Recap
 - Produced three additional Holiday Hoopla promos
 - Aired 4 Panther Sports Talk summer shows
 - Aired 4 "The Heartland" shows featuring University of Iowa athletics.
 - Began production for State Volleyball Championship documentary.
 - Shot Holiday Hoopla Kickoff for Holiday Hoopla 2019 Show
- **City News** - Continued weekly news format program "Cedar Falls City News" including the following stories:
 - Rec Center Indoor Park
 - Downtown Shuttle MET update
 - Highway 58/Viking Road intersection opens
 - Community Main Street receives donation
 - Downtown Parking toppers
 - Hartman Reserve? Second Sunday Speaker: Vern Fish "Paddling"
 - Ice Harvest Festival preview
- **City News Year in Review (Two 30-minute shows)**
 - Fire ISO
 - Public Safety Building Opens
 - Flood Levee Reconstruction
 - Recognition of outgoing mayor & council members

- University Avenue awards
 - Downtown Parking update
 - Highway 58 and Viking Road reconstruction wrap
 - Parking spot for electric cars
 - Ice Harvest Festival
 - Business & Industry Awards recap
 - College Hill Arts Festival
 - Sturgis Falls wrap
 - Downtown MET Bus
 - Library Co-Lab
 - New sign at Veterans Park
 - Historical Society new museum plans
 - Seerley Park memorials
 - Place to Play playground
- **Facilities**
 - CFU terminated an additional 12-strand fiber cable for productions at Cedar Falls High School. The fiber had been previously installed, but not terminated. This doubles our fiber in the facility for high school events.

Geographical Information Systems (GIS)

- Projects:
 - Met with UNI staff to discuss the name change of Maucker Cir to a non-conflicting name
 - Met with Public Works staff to view a demo on a new AVL system for snow and refuse trucks
 - Worked with Force America to enable AVL in new plow trucks
 - Presented to Committee of the Whole on naming of city-developed streets
 - Submitted PSA to City Council for 2020 aerial photo project
 - Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee
- Web & Database:
 - Published form for citizens to submit private security camera locations for Public Safety to City website
 - Updated pavement areas for all public roads, alleys and parking lots
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQLData Requests:
 - Provided aerial photography to Foth for Union Rd trail project
 - Provided permit valuation for downtown TIF regarding levee project
 - Provided lane miles of 1-sided refuse collection for Public Works
- Data Requests:
 - Provided parcel data to Snyder for Cedar Heights Dr project

- Provided clarification of parcel ownership to City Attorney per citizen request
- Provided dimensions and clarification to Fire Chief regarding property located on Slap Tail Trl
- Provided zoning layer update to Black Hawk County
- Provided a road index to Fire Department
- Training:
 - Watched online webinar on AutoCAD integration with ArcGIS
- Maps:
 - Citizen for city streets
 - Code Enforcement for sidewalk inspection zones
 - Storm Water for IDALS grant submission
 - Public Works for Cyber Ln easement
 - Engineering for Washington St recon & public forum
 - Finance for a parking update to council
 - Planning for downtown and college hill study areas
 - Public Works for downtown jazz festival
 - Updated all pdf maps on city website
 - New addresses issued:
 - Wendy's updated address – conflict with Signs By Tomorrow
 - Terraces at West Glen 1st Addn.
 - Greenhill Villages Estates

Training and Staff Activities

- Attended Document Management Software demo.
- Met with vendors on Security Awareness Training for the City.
- Met with Davenport Group to discuss migration of data out of firehouse into LAMA for rental inspections and commercial inspections.
- Met with Davenport Group on migration of firehouse data in LAMA.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
December 2019**

REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:

1. **Traffic Court:**

City Cases Filed: 184 (this number includes both City and State tickets)

Cases Set: 7 (Traffic) 1 (Code Enforcement)

Trials Held: 0 (Traffic) 0 (Code Enforcement)

2. **Code Enforcement:** Attention to appeal of building materials (15-2(22)) matter; amend citation and attention to continuance of trial.

3. **Miscellaneous:** Attention to appeal of traffic matter.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Consultation on various labor issues
- d) Advise and assist on unemployment claim
- e) Advise on civil service questions
- f) Advise on CF Human Rights Commission matters

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City

6. **CONTRACTS/AGREEMENTS:**

- a) Review, Advise & Drafting—Amendment to Gateway Business Park Developmental Procedures Agreement
- b) Review and Revise—Amendment to Standard Distribution Development Agreement
- c) Review and Advise—Sculptor Agreement
- d) Review and Advise—several maintenance and repair agreements

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor
- b) Advise on City Council meeting procedural issues
- c) Advise on Council Member to Mayor transition; various procedural issues

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on Open Records requests
- d) Continued attention to Rural Water issue
- e) Advise on Code Enforcement issues
- f) Draft Deeds—Cedar Heights Drive Street Project
- g) Finalize Personnel Policy update drafting
- h) Finalize Parking Ordinance updates
- i) Update Concession agreement
- j) Assist with citizen complaint
- k) Attend Goal Setting
- l) Assist with Council presentation
- m) Advise on social media questions

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) Risk Management Committee met December 18, 2019. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance. Review and work with City Attorney and departments on Special Events process and requirements.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) FMCSA Clearinghouse; review of regulations for purpose of policy, processing and education of employees; prepare appropriate forms.

- h) Webcast – CDL Drug and Alcohol Clearinghouse Roles and Responsibilities.
- i) Annual Police Labs were completed through MercyOne Occupational Health.
- j) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Review and process unemployment claims.
- f) Review of personnel policies.

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

- a) Provided staff support to Committees and Commission.
- b) Process complaints and provide support to citizen's jurisdictional questions; submitted citizen appeal to ICRC.
- c) Continued work and review of Cedar Valley issues and achievements in the areas of Diversity, Inclusion and Implicit Bias.
- d) Presented information about the Human Rights Commission and claims processing to the Chamber Bus Tour.
- e) Edited and submitted Annual Report to City Council; Commission presented Annual Report to City Council at the December 16th City Council Meeting.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
DECEMBER 2019**

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council and one Committee of the Whole meeting, one Technical Review and one Planning & Zoning Commission meeting.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted one (1) ordinance and forty-three (43) resolutions during the month; staff drafted thirty-two (32) of these resolutions.

Processed and issued the following:

- 1 Business Licenses
- 115 Pet licenses
- 17 Annual "Paw Park" permits
- 2 Public Event permits
- 3 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 35 Monthly Lot
- 27 Monthly Construction
- 18 Daily/Guest
- 0 Annual Dumpster

Processed (10) liquor licenses and (1) beer permit.

Processed (1) cigarette/tobacco/nicotine/vapor permit.

Recorded (9) documents with the County Recorder, (2) with the County Assessor and (1) with the County Auditor.

Satisfied (9) requests for public records and responded to (3) requests/concerns received thru the City's on-line Service Request feature.

Assisted citizens and election officials with polling locations for the Municipal Run-off Election on December 3rd.

Coordinated the annual City Council Goal Setting sessions.

Coordinated reception for outgoing elected officials and made preparations for incoming elected officials. Elected officials were sworn in on December 16, 2019 for their terms beginning January 2, 2020.

Attended webinar for a document imaging demonstration by Laserfiche.

Coordinated the annual departmental holiday fundraiser for the Northeast Iowa Food Bank.

The unemployment rates for the month of November 2019 were 2.7% for the Waterloo-Cedar Falls Metropolitan Area, 2.6% in Iowa, and 3.3% in the U.S.

Document Imaging completed

11 – Employee performance evaluations.
 2 – Department Director files.
 4 – Employee FTO files.
 278 – Engineering/Stormwater project files.
 6 – Miscellaneous boards, commissions & committees meeting materials.
 Miscellaneous employee documents/personnel files.
 Departmental monthly reports for November 2019.

Parking Activity

Enforcement

1,056 – Parking citations issued.
 \$10,387.29 – Citations paid.

Collection Efforts

\$ 1,378.00 – Collections from delinquent parking accounts.
 \$ 1,000.00 – Vehicle immobilizations (20 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the Downtown and College Hill parking study recommendations.

Drafted ordinance to incorporate the College Hill parking study recommendations.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
DECEMBER 2019**

Library Activity

Usage Statistics	October 2019	November 2019	November 2018
Customer Count	19,476	15,912	15,904
Circulation	39,462	38,635	39,641
Ebooks and streamed videos	4,209	4,209	4,247
Downloaded music	1,389	1,466	1,552
Reference Service	1,406	1,193	1,824
Items Added	1,034	985	889
Event Attendance	2,586	1,467	2,634
Computer & Wi-Fi Usage	3,078	2,728	3,066

Special events in December included the following:

- Writers of the Cedar Valley Workshop: Critiquing, Chopping, and Crafting with Sherrie Hansen
- 21 Days of Tree Trim youth program (winter crafts)
- Star Wars Celebration: crafts and activities for youth to celebrate the newest episode in the Star Wars saga
- Introduction to 3D Printing: a Co-Lab workshop with Mike Hoffman of the Cedar Valley Makers
- Tween Time: Gift wrapping workshop for children in grades 4-6.
- Reading Pals, a program that allows primary-grade students (grades kindergarten-3rd grade) the opportunity to develop reading fluency by practicing reading to a dog from the Cedar Valley Pet Pals organization
- Teen Night: an after-hours program for teens
- Teen Minecraft
- Tabletop Gaming: a session of role-playing games including Dungeons & Dragons
- Lego Secret Zoo: a youth Lego building session in which participants built an animal enclosure from Lego. Other participants tried to guess the animal based on the enclosure.
- Author talk by Linda McCann: World War II prisoners of war in Iowa. This program was held at the Community Center.
- Puppet Show: Holiday Extravaganza

- Holiday Cookie Decorating program for youth
- Fortepan Iowa photo-sharing and scanning public event
- Cultural Literacy: Learn about hospice
- Sewing and quilting in the Co-Lab
- Senior Device Advice
- Teen book club and teen anime and manga club
- Book clubs for 3rd-4th graders and 5th-6th graders

The Friends book discussions included *Eggs on Ice* by Laura Childs and *Death Comes for the Archbishop* by Willa Cather.

Special events were funded by the Friends of the Cedar Falls Public Library.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, button club, and music, the Center also hosted a Holiday Hoopla warming center for people waiting for the trolley, a holiday party for seniors, a talk by author Linda McCann, Veridian's annual Meals on Wheels meal distribution, and rentals for Santa's Breakfast, Entertainment at the Center, bridge club, stamp club, Country Good Timers band, and a holiday party rental.

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

Dec-19

Total for Month: \$7,010,715.00
 Total for Fiscal Year: \$46,433,652.00
 Total Same Month - LAST YEAR: \$4,888,667.00
 Total for Fiscal Year - LAST YEAR: \$50,358,359.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	71	0	\$1,606,913.00	\$12,129.75	47	0	\$12,926,294.00	\$97,856.45
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	42	0	\$754,245.00	\$10,723.25	448	0	\$4,892,180.00	\$83,751.75
Res Garages	1	0	\$3,000.00	\$110.50	32	0	\$551,621.00	\$9,611.00
Commercial/Industrial New Construction	1	0	\$2,968,600.00	\$14,318.10	9	0	\$18,381,452.00	\$87,565.74
Commercial/Industrial Additions and Alterations	4	0	\$1,677,957.00	\$9,094.15	57	0	\$5,818,160.00	\$47,636.24
Commercial/Industrial Garages					1	0	\$31,525.00	\$499.75
Churches					2	0	\$13,500.00	\$286.50
Institutional, Schools, Public, and Utility					4	0	\$128,920.00	\$487.60
Agricultural/Vacant								
Plan Review	5	0	\$0.00	\$10,100.77	55	0	\$0.00	\$42,060.48
Total	60	0	\$7,010,715.00	\$56,476.52	668	0	\$46,433,652.00	\$379,483.76

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

Dec-19

Construction Type	Monthly Summary					Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	42	0	\$0.00	\$4,967.10	357	0	\$0.00	\$35,118.20		
Mechanical	78	0	\$0.00	\$5,930.00	528	0	\$0.00	\$45,070.00		
Plumbing	50	0	\$0.00	\$3,470.50	391	0	\$0.00	\$38,003.50		
Refrigeration					4	0	\$0.00	\$940.00		
Total	170			\$14,367.60	1280			\$119,131.70		

Constructor Registrations	Monthly Summary					Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	2	0	\$0.00	\$300.00	4	0	\$0.00	\$450.00		
Mechanical					3	0	\$0.00	\$450.00		
Plumbing					1	0	\$0.00	\$150.00		
Refrigeration										
Total	2			\$300.00	8			\$1,050.00		
Building Totals	60	0	\$7,010,715.00	\$56,476.52	668	0	\$46,433,652.00	\$379,483.76		
Grand Total	232	0	\$7,010,715.00	\$71,144.12	1956	0	\$46,433,652.00	\$499,665.46		

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
December 2019**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on December 4, 2019. The following items were considered. The regular meeting on December 18, 2019 was cancelled.

Applicant	Project	Request	Action Taken
Greenhill Village Res LLC, owner; Axiom Consultants, Civil Engineer	Preliminary and Final Plat for Greenhill Village Estates	Recommend Approval	Approved
Greenhill Village Res LLC, owner; Axiom Consultants, Civil Engineer	Preliminary and Final Plat for Greenhill Village Estates	Recommend Approval	Approved
Terraces at West Glen - NewAldaya	Final Plat for Terraces at West Glen First Addition	Recommend Approval	Approved

Group Rental Committee – Held regular meetings on December 3rd and December 12th. The following occupancy requests were discussed and approved as indicated.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1936 College Street	NA	Riverside Investments LLC	3	3	12/3/2019	
303 Walnut Street	NA	Ayaris Patino Rodriguez	3	2	12/3/2019	
1718 Washington Street	NA	Jason Witham	4	3	12/3/2019	
2404 Olive Street	A	Nick Bonewitz	4	4	12/12/2019	12/16/2019
2404 Olive Street	B	Nick Bonewitz	3	3	12/12/2019	12/16/2019
2415 Olive Street	A	Nick Bonewitz	2	2	12/12/2019	12/16/2019
2415 Olive Street	B	Nick Bonewitz	4	3	12/12/2019	12/16/2019

Board of Rental Housing Appeals – Held regular meeting on December 16th. The following occupancy requests were discussed and approved as indicated.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
2404 Olive Street	A	Nick Bonewitz	4	4	12/12/2019	12/16/2019
2404 Olive Street	B	Nick Bonewitz	3	3	12/12/2019	12/16/2019
2415 Olive Street	A	Nick Bonewitz	2	2	12/12/2019	12/16/2019
2415 Olive Street	B	Nick Bonewitz	4	3	12/12/2019	12/16/2019

Board of Adjustment – No meeting in December

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	None	No meeting was held in December
Housing Commission	12/10/19	Discussion and approval of 2020 payment standards for the HCV (Section 8) program.
Community Main Street Design Committee	None	No meeting was held in December
Parking Committee	12/10/19	Continued general Parking discussions about downtown parking. Timings of free parking, new sign toppers for parking signs and the logistics of the new parking pay station system.
Bicycle and Pedestrian Advisory Committee	12/3/19	Center Street trail dedication event, 2019 annual report, trail and sidewalk concerns
North Cedar Neighborhood Association	12/9/19	Center Street Corridor Streetscape presentation
Metropolitan Transportation Technical Committee	12/12/19	Iowa DOT's complete street policy, MET Transit route restructuring, water trails plan update
MET Transit Board	12/12/19	Financial audit, approved revisions to Local Capital Plan, labor negotiations and staff updates
College Hill Partnership	12/09/19	Discussion of 2020 events anticipated on College Hill, including Farmers Market. Finalizing plans for a strategic planning session in January prior to City's Visioning project. Public hearing for SSMID noted.
Middle Cedar Watershed Advisory Committee	None	

PLANNING SERVICES:

- 157 walk in and query and staff responses with information/assistance.
- 25 land use permits were issued.

Number of Rental Inquiries: 20

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.
- Land Use Permit for various projects
- Detached Accessory structure
- Code Enforcement Complaints
- Subdivision
- Zoning verification letter
- Appropriate signage
- Flood plain
- Historic Preservation Commission potential project
- Lien Release

OTHER PROJECTS FOR DECEMBER INCLUDED:

- Presented the Center Street Corridor Streetscape project to the North Cedar Neighborhood Association.
- Zoning Code Update for Downtown under staff review
- Developing scope of the Visioning project for College Hill and surrounding neighborhoods
- Working with HUD, INRCOG, and the City of Waterloo on corrections in the Consortiums 5-year Consolidated Plan for CBDG and HOME Programs
- Reviewed ED Fund Applications to determine next year's allocations.

ECONOMIC DEVELOPMENT:

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Attended ribbon cutting event for a local Cedar Falls business.
- Held consultation meeting with taxing entities for Amendment No. 1 to the College Hill Urban Renewal Plan.
- Met with economic website consultant to tour Cedar Falls and meet with local businesses and educators.
- Reviewed Economic Development Grant Fund and Façade Grant applications.
- City Council approved an Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- City Council approved an Agreement for Private Development with Prestige WW, LLC for the rehabilitation of an existing building at 203-205 Main Street in Downtown Cedar Falls.
- City Council approved a tax abatement ordinance for Broadstone BCI Iowa, LLC for their new facility in the West Viking Road Industrial Park.
- City Council approved an Agreement for Private Development with The Vault, LLC for a new project in the West Viking Road Industrial Park.

CDBG

- Several FFY18 projects are in progress, including assistance to local service agencies and a sewer lining project located in low/moderate income areas.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	296	HAP Payments	\$97,772
New Applications Taken	0	Utility Payments	\$ 1,677
Units under Contract	215	Admin Fees Earned	\$ 16,460.40
Initial Vouchers Issued	1	Total Vouchers Available	326
Mover Vouchers Issued	1	Lease Up Goal	230
New Admissions	0		

Citizen Contacts/Appointments: A total of 38 appointments were held and 125 citizen/ client contacts were addressed.

- 21 Annual Recertification
- 3 Vouchers Issued
- 0 New Admissions
- 14 Interim Income changes
- 1 Port Out to Other Communities
- 1 Port In

HQS Inspections: 16 Inspections were completed

End of Participation: 2 clients ended participation.

Hearings: 0 hearing was conducted.

Other: 91 names have been taken off of the Waiting List in 2019.

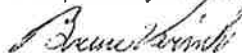
ADD A DOLLAR REPORT

There were 2 applications reviewed for utility assistance. A total of \$600 was provided, for an average of \$300 per household. There was a balance of \$4,164.70 as of December, 2019.

RECREATION & COMMUNITY PROGRAMS DIVISION
Monthly Report
December 2019

- Rec Center
 - From December 23rd to January 2nd the Rec Center offered a program called "Friends and Family". During these dates, Rec members could bring in non-member guests to the facility and they would only pay \$5.00 for adults and \$3.00 for youth. We had 271 guests take advantage of this special.
 - Fitness classes have gone extremely well with no issues with 3,105 patrons participating in the 238 classes offered. That number is up close to 700 patrons over a year ago.
 - 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.
- Youth Programs
 - Programs ending in December include basketball for Kindergarten, 1st and 2nd grade girls, 3rd and 4th 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 will resume 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 been working on the fees to be charged starting April 28, 2020. The proposed fees were approved by both the Park and Rec Commission and City Council in December. The fees will be in place until staff re-evaluates them next fall for possible changes.
- 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.
- The small project at the Falls to enclose the open pit and screen the other two dumpsters was completed with the final items on the punch list done.
- Applications for summer positions are now being accepted.

Respectfully submitted,



Bruce Verink
 Recreation Division Manager

Recreation and Community Programs Usage For December 2019

Members using the Facility	12,665	Zumba	81
Non-Members using the Facility	820	Pickleball	361
Friends & Family Special	271	Racquetball/Wallyball Hrs	102
Child Care	100	Racquetball League	84
General Fitness Classes	1,143	Meeting/Tours/Rentals	804
Circuit Weight Training	55	Birthday Party Bonanza	40
Tai Chi	110	Santa Email	23
Cardio Cycling	716	Indoor Park	334
Personal Trainers	261	Youth Basketball	176
Yoga/Pilates/Barre	889	Steam Room Usage	815
Rock On	111	Massages	41
		TOTAL	20,002

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	12	12 th Grade & Under	7
Adult	56	Adult	15
Senior Citizen	28	Senior Citizen	3
Family Pass	103	Child Care	6
Corporate Family	4	Racquetball	0
Corporate Individual	2		
Credit Card Usage	\$47,910.50	Leisure Link Registration	\$3,204.00
Daily Fees			
Admission	\$6,018.00	Racquetball	\$8.00
Child Care	\$7.50	Pickleball	\$159.00
Indoor Park	\$504.00	Friends & Family	\$1,061.00

Swimming Pool Passes (Winter)

Family	36
Individual	51
Youth/Senior	10

Youth Programs

3 rd & 4 th Boys Basketball	64	Swim Club	2,074
1 st & 2 nd Girls Basketball	48	Pool Parties	108
Kindergarten Basketball	64		

Adult Programs

Volleyball Leagues	868	Basketball League	432
Pickleball	361	Scuba	12

Recreational & Lap Swim

431

Rentals

Pool Parties	3	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	12

CEDAR FALLS RECREATION & COMMUNITY PROGRAMS
December-19

ADULT EXERCISE

Circuit Weight Training 12
T-Th 4:30 pm

Rock On Monthly! 10
M-F 5:30 am

TOTAL ADULT EXERCISE 22

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
December 2019



Meetings, Conferences and Business Travel Marketing

- Met with Sandy Thomas.
- Met with Kayla Stafford.
- Met with Rich Trimble, Xtreme Fun Bus.
- Worked with Hawkeye Farm Show to secure guest rooms for exhibitors.



Sports Related Marketing

- Attended Cedar Valley Sports Commission board meeting and exec committee meetings.
- Worked with Sportability Wheelchair Basketball Tournament to secure facilities and guest rooms.

Events that Occurred

Date	Event	Attendance
Dec 8	Graphic Edge Bowl <i>CFTVB grant and promotional assistance, CVSC grant</i>	2,500 anticipated
Dec 7&8	Iron Elite Wrestling Tournament <i>CFTVB promotional assistance, CVSC grant</i>	3,000 anticipated
Dec 13&14	Jerry Slykuis Basketball Showcase <i>CFTVB promotion assistance</i>	unknown
Dec 14	NASP Archery Tournament <i>All CVSC</i>	unknown
Dec 20	Battle of Waterloo Wrestling Tournament <i>CFTVB promotion assistance, CVSC grant</i>	6,100 anticipated

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



Leisure Travel Marketing

- Met with other Iowa destination marketing organizations and RAGBRAI to improve partnership for 2020 and beyond.
- Met with Dwight Diercks and Community Foundation of Northeast Iowa regarding long term trails maintenance fund.
- Maintained trails events registration, social media and website.
- Met with task force to create a toolkit for event planning in Cedar Falls public spaces.
- Organizing update and reprint of Cedar Valley Trail Guide.
- Worked with ZLR to monitor up digital advertisements. Reserved space for Travel Iowa guide.
- News at Noon interview to promote Graphic Edge Bowl, blogs and Cedar Valley 365.
- Final development and proofing of 2020 visitor guide.
- Monitored, shared and created posts on Facebook and Instagram.
- Assisted Visitor Center walk-ins and callers.
- Published Weekender Newsletter and blog posts about Holiday Events, Light Displays, Handmade Holidays and Ring in 2020. Boosted four posts reaching 16,671 people. Managed a guest post about Cedar Valley Nordic Skiing.
- Processed 454 leads from Travel Iowa advertising.



Tourism Related Business and Organization Coordination and Collaboration

- Organized Volunteers on Tap committee.
- Met with Kayleen Leonard, Best Western Plus.
- Attended Cedar Valley Arts Initiative meeting.
- Attended Grow Cedar Valley Affiliate Management Team meeting.
- Organized Cedar Falls Tourism & Visitors Bureau board meeting.
- Published Hospitality Highlights newsletter x5.



Asset Development

- Met with Eagleview Partners to discuss the plaza.
- Provided additional information related to request to Black Hawk County Supervisors to adoption of Historic Route 20 signage.



Group Tour Marketing

- Provided information to partners attending American Bus Association Marketplace.

Groups that Visited

Date	Event	Attendance
Dec 14	First State Bank, Webster City <i>Itinerary development and welcome</i>	54



Organization and Promotion of Tourism Related Events Planning

- Sent monthly newsletter to Envoy volunteers and scheduled Visitor Center coverage.
- Released 124 events on Cedar Valley 365 and promoted its use.

Events that Occurred

Date	Event	Attendance
All Month	Holiday Hoopla <i>Promotion assistance</i>	unknown



Increase Community Support

- Attended Hilton Garden grand opening.
- Attended Good Morning Cedar Valley at Bien VenU.
- Sent holiday cards to volunteers, partners and other stakeholders.
- Attended Mark Ripplinger's retirement party.
- Attended City Council Meeting x2.
- Attended City Council Goal Setting x2.
- Attended Think Iowa City Annual Meeting.
- Attended Waterloo Rotary Club meeting.
- Attended Tourist Oriented Directional Signage committee meeting via telephone.
- Attended Eastern Iowa Tourism Association board meeting in Coralville.
- Attended Experience Waterloo holiday party.

Administrative Activities

- Met to work on feasibility study for Hearst Center.
- Community Development staff meeting x2.
- Tourism staff meeting x3.
- Attended Art and Culture Board meeting.
- Met with Economic Development Grant committee.
- Attended Friends of the Hearst meeting.
- Process bills and payroll x2

Focus for January

- Will distribute 2020 Visitor Guide
- Will attend American Bus Association Marketplace and showcase at Iowa Bike Expo
- Will host UNI Overseas Recruiting Fair.

Respectfully Submitted,

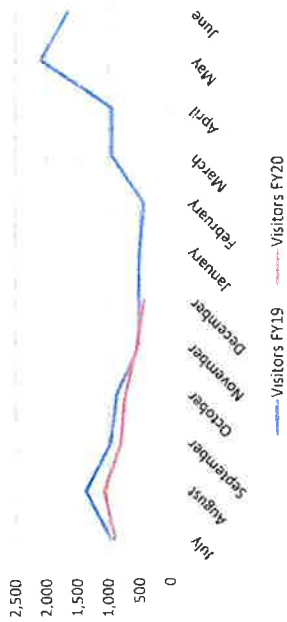
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

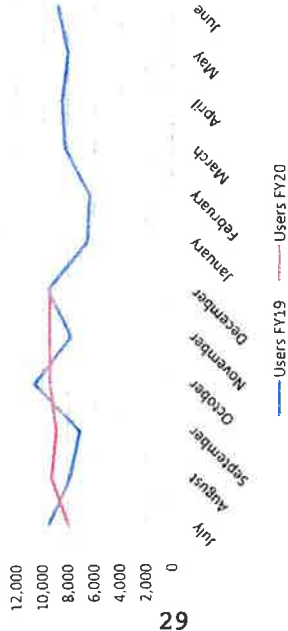
July 2019 thru June 2020	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
V-Walk in Cedar Falls (FY20)	893	1,071	799	737	548	433	502	436	348	949	2,094	1,656	4,481
V-Walk in Snow Country (FY19)	963	1,363	985	968	517	417							11,787
Email Website	24	0	16	18	18	16	0	0	0	0	0	0	119
US Mail	1	0	0	0	0	0	0	0	0	0	0	0	1
Phone	150	146	123	99	114	61							693
HOW HEARD ABOUT US - If offered													
Friends - Family	2	8	6	5	0	5							26
Other (eg. mailing, info, web, E-books)	14	15	4	2	6	0							41
Search	8	42	12	10	4	7							83
Advertising	3	0	3	0	0	0							6
Trade - Consumer Show	1	0	0	0	0	0							1
SERVICES PROVIDED													
Approved Advertising Rental	58	112	58	61	68	40							397
Business Reviews	205	185	188	190	180	117							1,065
Group Tour Info	0	3	3	2	0	2							10
Hotel/Restaurant	3	0	0	2	7	0							12
Relocation	51	6	8	4	6	2							77
School Project	0	0	0	26	1	0							27
Special Event	1	5	0	7	1	0							14
Health/Use	93	95	72	45	30	19							354
PNJ	3	7	21	25	21	1							78
VC Amenities including Restroom	594	619	553	461	289	244							2,760
ADVERTISING LEADS													
Travel Guide Website	541	441	388	339	287	454							2,430
TIA Travel Guide	0	0	0	0	0	0							0
AAA Listing	NA	NA	NA	NA	NA	NA							0
Marketed Locality (Base of the Midwest)	NA	NA	NA	NA	NA	NA							0
Local Tour Guide (for trip leads)	7	0	1	1	4	3							16
PROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	921	1,131	1,145	1,195	666	961	0	0	0	0	0	0	6,019
V-Walked (not individual)	13	25	13	11	2	10							74
VC Bulk Distribution (Local)	309	379	472	642	292	113							2,207
VC Bulk Distribution (Non-Local)	0	120	0	0	45	347							512
Pollination	51	42	10	5	6	4							118
Walcome Bags	0	124	261	197	50	30							662
Local Trail Guide Requests	139	342	510	273	282	138							1,684
WEBSITE TRAFFIC													
Users FY20 (including CV365)	11,154	9,287	8,901	9,423	9,445	9,448	6,519	6,341	9,229	8,455	7,998	8,790	57,658
Users FY19	9,669	7,844	7,077	10,612	7,711	9,552							98,673
Sessions FY20 (including CV365)	13,768	11,173	10,618	11,426	11,207	11,275	7,726	7,503	9,879	10,185	9,673	10,725	69,467
Successful FY19	11,659	9,315	8,976	13,169	9,476	11,832							130,696
Page with Top Views	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do							
Top Traffic Source	Google	Google	Google	Google	Google	Google							
Top Referral Site	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook							
SUBSCRIPTIONS													
Weekly News (newsletter)	481	505	529	551	568	584							
Weekly Under Blog	216	235	249	263	273	283							
Hospitality Highlights (part of newsletter)	458	479	493	507	517	526							
SOCIAL MEDIA FOLLOWERS													
Facebook (likes)	8,757	8,797	8,809	8,825	8,841	8,840							52,869
Instagram	1,324	1,355	1,376	1,401	1,441	1,441							8,378
Twitter	3,750	3,758	3,768	3,783	3,791	3,801							22,651
Pinterest	512	516	520	523	525	528							3,124
VOLUNTEER INVOLVEMENT													
Board Committee Hours	140	70	160	158	190	67							785
Student Intern Hours	192	78	0	0	0	0							270
Index Hours - Visitor Center	89	108	88	82	101	71							538
Index Hours - Special Events Ramp Station	20	4	20	4	7	0							55
MISC.													
Hours in Conference Room	3	9	5	4	2	2							25
Hours in Group in CF	0	3	1	1	0	1							6

INCOME										
Gift Shop Sales	\$660.56	\$506.14	\$674.76	\$320.97	\$377.12	\$1,031.33	\$3,570.88			
Facility Rental	\$0.00	\$975.00	\$0.00	\$0.00	\$187.50	\$0.00	\$1,162.50			
Bus/Motor Coach - V.I. or Step Guide	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00			

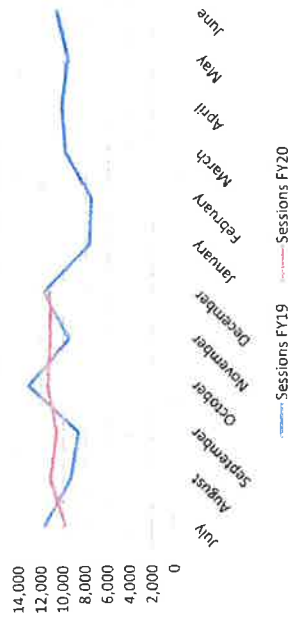
Visitor Center Traffic, Door Counter



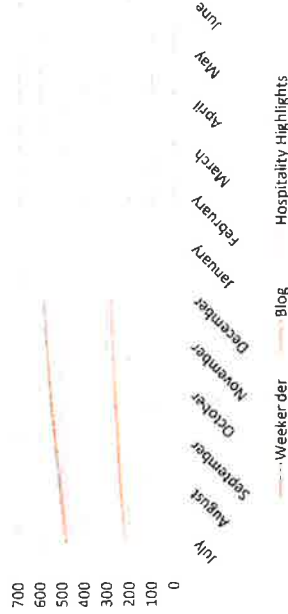
Website Traffic, Users



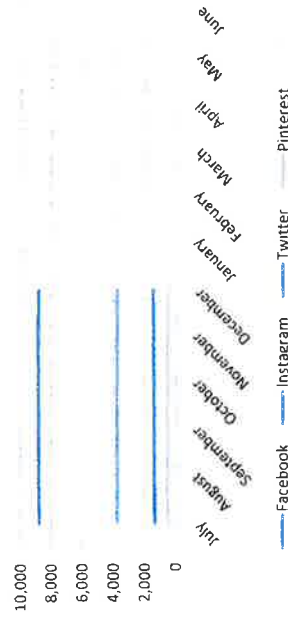
Website Traffic, Sessions



Subscriptions FY19



Social Media Followers FY19



**CEDAR FALLS
CULTURAL PROGRAMS**
Monthly Report | December 2019



PUBLIC EVENTS/PROGRAMS @ The Hearst

- December 1: Family Holiday Ornament Workshop
- December 4: Lunch and Learn with Doug Shaw
- December 8: Regional 'Poetry Out Loud' Competition
- December 8: Lighted Table Centerpiece Workshop
- December 10: Hearst Photography Club meeting
- December 13: Lunchtime Concert with UNI Bass Studio
- December 15: Bel Canto Holiday Concert
- December 15: Wooden Winter Sign Workshop
- December 17: Hearst Drawing Club and Ukulele Club meetings

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Participated in monthly CVASC (Cedar Valley Arts Steering Comm.) planning meeting.
- Attended Community Development department staff meeting in place of Kim Manning.
- Coordinated visit of Iowa Poetry Out Loud coach for Cedar Falls students from Peet and Holmes; hosted guest coach at Holmes for workshop.
- Coordinated judges and participants for Poetry Out Loud event, hosted event.
- Worked with Curator Emily Drennan to select work for upcoming exhibition.
- Worked with Programs Coordinator Sheri Huber Otting on grant request to Humanities Iowa for support on upcoming public program.
- Met with local artist Scott Hudson and Emily Drennan to plan for upcoming project.
- Participated in quarterly meeting of Exhibitions and Collections Committee.
- Met with representatives from Cedar Falls Schools' SAGA about programs.
- Met with Kim Manning, Carol Lilly and Daryl Anderson for assistance in crafting scope of upcoming RFP for a Hearst Center Building Feasibility Study; drafted and submitted RFP for review by city staff.
- Attended VIP reception for Cedar Valley Biennial as a member of planning committee.
- Met with Jeff Byrd, Chair of the UNI Art Department, about alumni studio collaboration; coordinated details of university partnership.
- Worked with Kelly Stern at the CF Public Library on collaboration for April; also planned co-marketing piece for complimentary programming hosted at the Hearst and CFPL.
- Met with Claire Timmerman, Ceramics Lab Tech, an Angie Hickok, Ed Coordinator, to discuss plans for improving storage in the Hearst ceramics lab.
- Worked with CVASC programs committee to plan the upcoming Cedar Valley Arts Summit, tentatively scheduled for early April 2020.
- Submitted ad for Little Village, a CR/Iowa City publication.
- Drafted, edited and submitted contract with artist for review by city staff/attorney, for upcoming public art project at City Hall.

- Met with UNI graduate English student to plan project for May.
- Wrote cover article for this quarter's Currents publication.
- Coordinated contract with essay writer for upcoming exhibition.
- Assisted scrubbing mailing list and writing personal notes on annual appeal mailings.
- Continued to work on coordinating logistics for upcoming large-scale exhibition, opening in January, including determining funding sources, artist's visit, public programs, increased promotions, etc.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings with Hearst staff liaisons.
- Worked with Senior Services Coordinator to approve council bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Provided tax exempt certificates to requesting organizations
- Organized volunteers to sign and seal annual campaign letters
- Recorded and reported Friends annual campaign donations
- Booked hotel room for visiting artist
- Researched and reported information requested at the Friends Board meeting.
- Prepared agenda and packets and attended board meeting of Friends Group.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Prepare for a Collection Committee meeting on December 6.
- Install artworks for committee review, prepare agenda, and lead the meeting.
- Work with the Cultural Programs Supervisor to prepare for the upcoming exhibition, *Proposition; Pressure; Proof /The Prints of William Kentridge and Phillip Chen, January 24 – March 15, 2020*, including artwork selection, contracts, insurance, shipping, timing, equipment purchases, and scheduling of related events and print materials.
- Work with the Chair and Vice Chair of the Public Art Committee to prepare materials for December 20 meeting.

- Work with the Marketing Assistant on publicity for upcoming exhibitions and related programming.
- Meet with Robyn Groth, a graduate student at UNI, to discuss a possible project.
- Meet with artists Scott Robert Hudson and Katie Walberg to discuss upcoming projects.
- Installed plaques on the parkade at *Model to Main Street 2019* and *Sinuate*.
- Continue working with the daughter of the late artist KC Franks on future exhibitions of his work at the Hearst.
- Meet with IT staff to discuss equipment and electrical needs for an upcoming project.
- Communicate with the Midwest Art Conservation Center in Minneapolis on a conservation project they are completing on a Hearst Center permanent collection artwork funded by the Community Foundation.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Worked with Doug Shaw to coordinate a Lunch and Learn featuring activities for families from his new book.
- Continued to work with UNI student volunteer on Humanities Iowa grant research, for an upcoming project featuring the work of poet Amy Clampitt.
- Hosted Drawing Club, Ukulele Club and Photo Club.
- Set up for all rentals, meetings, and events in December.
- Showed 2 people the Hearst rooms for rental.
- Wrote up 1 rental contract.
- Worked with 7 musicians to create agreements for programs.
- Coordinated 3 volunteers for a total of 17 hours in December.
- Reviewed materials for upcoming events in January and beyond.
- Attended weekly staff meetings.
- Secured catering for an upcoming event in January.
- Continued to look ahead for programs in anticipation of the Summer Brochure.

- Started work on the 2020 Passport to the Arts Programming.
- Started detailed of the Community Betterment Grant activities.
- Procured an art film to show during April 2020
- Continued working on a Humanities Iowa Grant for 2020.
- Worked with marketing coordinator on all upcoming events.
- Worked with community partners to plan a large-scale festival for Earth Day 2020.

HIGHLIGHTS Angie Hickok, Education Coordinator:

- Hearst staff provided outreach at two community events in December: Scheels' "Meet Santa" event and a family festival hosted by Tri-County Head Start, reaching approx. 200 people with one-on-one arts activities.
- Communicated the need for availability for winter/ spring, to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading art day away and messy mornings.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling.
- Scheduled instructors for 2 North Star workshops.
- Staffed/developed activity for 1 birthday for December.
- Coordinated an all staff instructor meeting; we hold this type of meeting annually.
- Finished education programs listings and descriptions for spring brochure.
- Coordinated with Public Safety to offer CPR training for instructors.
- Offered a holiday ornament family workshop.
- Coordinated with a prospective visiting artist to instruct a series of five jewelry workshops for summer 2020.
- Met with the Ceramic Lab Tech and Supervisor to discuss shelving needs for Ceramic Lab, possible small renovation project to increase storage and usability of space.
- Met with Biology Professor, Pete Berendzen to collaborate for 'Science is Art' summer camp; created entirely new series of programs for this camp.
- Coordinated with Youth Art Team to partner with our 'Mural' summer camp. Youth Art Team students will work with our campers this summer on a collaborative project.
- Attended weekly staff meetings.
- Ceramics Lab Activities in December included (completed by Ceramics Lab Tech Claire Timmerman):
 - 2 Glaze Kiln Firings- Load, Fire, & Unload
 - Compiled a complete inventory of raw materials & glazes
 - Organized ceramic lab files and documents
 - Started Test Tiles Project- (making a total of 1320 test tiles of the glazes and glaze combos for the lab)
 - Enrolled 2 New independent study users
 - Set Firing Schedule
 - Conducted Technician/Participant Meetings with New Members

- Mixed, sieved, transferred and rehydrated old glazes
- Constructed Material list for purchases
- Reorganized dry materials in storage
- General cleaning, mopping.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Coordinated with graphic designer on design projects: Currents (January – March), *Advertising to Art* exhibition, Lunchtime concert poster, *The Prints of William Kentridge and Phillip Chen* exhibition, billboard, Bel Canto poster and teen art club flyer.
 - Coordinated/compiled info from education, events, exhibitions and more for the spring 2020 brochure.
 - Coordinated with Modern Postcard for printing of *The Prints of William Kentridge and Phillip Chen* postcard.
 - Coordinated with Signs by Tomorrow: pvc panels for *Advertising to Art* and vinyl *Advertising to Art*.
 - Took photos at *Advertising to Art* Opening Reception for social media.
 - Continued to build/update the new Hearst website as needed, adding images, updates and posts.
 - Submitted upcoming events/exhibitions/education for the Cedar Falls Tourism brochure and 365 online calendars.
 - Hearst Center Polling Precinct – set up room/opened building for volunteers on 12/3.
 - Coordinated with reps at IPR (ad spots for upcoming exhibitions) and Lamar (billboard) for upcoming promotional marketing.
 - Errands: Signs and Designs (exhibition vinyl), Signs by Tomorrow (exhibition pvc panels), Ace Hardware (exhibition materials) and city hall (mail).
 - Continued to fill in at the front desk for lunch breaks, absences and breaks.
 - Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
 - Recorded radio ad for Hearst that ran Dec. 22-27 on all Coloff Media channels; approx. 300 runs.
 - Mail Chimp: created content/graphics /added email subscriptions for December E-News.
 - Created one Facebook ad for education offerings.
 - Created 6 Facebook event listings.
 - Created content/graphics/posts for all social media.
- City Website: winter 2020 brochure

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	Oct. FY20	Oct. FY19	Nov. FY20	Nov. FY19	Dec. FY20	Dec. FY19
ATTENDANCE												
# of Days Open to Public	27	27	30	28	25	26	27	26	24	24	24	23
Door Counter	2420	2579	2359	1743	1544	1195	1936	2534	1431	2014	1234	1197
Sculpture Garden (est.)	375	375	350	350	300	300	250	250	200	200	200	200
Average visits per day	103.52	109.41	90.30	74.75	73.76	57.50	80.96	107.08	67.96	92.25	59.75	60.74
VISIT PURPOSE												
Exhibition (walk-in)	365	313	318	347	256	184	339	248	211	343	242	244
Exhibition Receptions	0	141	15	101	67	49	63	74	94	44	0	37
Meetings	34	40	32	65	16	40	49	69	44	51	39	106
Youth Classes	0	64	0	16	177	140	368	375	11	62	0	0
Adult Classes	174	59	34	29	85	45	104	76	41	30	35	22
Messy Mornings	0	0	0	0	78	67	119	85	72	49	39	60
Camps	909	918	989	448	38	25	0	0	66	40	0	0
Birthday Parties	34	65	43	84	0	62	59	45	0	0	29	73
Workshops	26	17	25	0	13	11	0	79	0	25	17	24
Tours	90	89	0	0	0	0	49	110	4	0	0	0
Rentals	35	134	187	0	98	84	114	34	73	41	53	85
Ceramics Lab	40	18	34	16	21	15	33	21	30	11	41	25
Public Programs	228	151	145	140	174	304	230	664	137	276	161	252
Thursday Painters	86	99	98	130	80	86	89	67	69	97	75	99
Volunteers / # of hours	7/23	13/22.75	8/14	3/5.5	6/17.25	5/26.75	5/10.5	5/53	24-Sep	5/37	3/17	2/4.25
Other	134	577	151	367	90	94	71	776	306	945	261	170
SERVICES OFFERED												
Youth Classes	0	3	0	1	2	13	5	5	4	4	0	0
Adult Classes	10	13	3	2	10	4	13	16	5	3	4	2
Rentals (inc. recitals, etc.)	1	3	7	0	3	4	6	1	3	1	1	1
Community Group Mtgs	2	11	6	14	7	12	6	12	6	8	5	2
Messy Mornings	0	0	0	0	4	4	5	5	3	4	3	3
Camps	10	10	3	5	1	1	0	0	1	1	0	0
Birthday Parties	1	2	1	2	0	2	2	1	0	0	1	2
Workshops	3	1	1	0	1	1	0	0	0	1	1	1
Tours	3	3	0	0	0	0	2	2	1	0	0	0
Public Programs	4	6	6	7	7	14	8	9	7	7	9	8
Thursday Painters	4	4	5	5	4	4	5	4	3	4	4	4
Exhibition Receptions	0	1	1	1	1	1	1	1	2	1	0	1
DIGITAL TRAFFIC												
E-News Subscriptions	1165	1305	1160	1299	1161	1266	1156	1266	1148	1254	1238	1233
Facebook Views	20773	23142	24078	16516	21945	17770	27295	24260	23335	18076	24761	14211
Facebook Followers	1974	1643	1978	1659	1993	1673	2011	1696	2024	1705	2039	1714
Facebook Event Listings	8	6	8	6	7	11	8	8	8	8	6	8
OFFSITE SERVICES												
Offsite Educ. Encounters	206	152	237	315	322	415	193	611	0	112	215	463
Offsite Educ. Programs	4	4	3	4	4	4	2	7	0	2	2	2
Community Committee Mtgs	2	2	2	3	2	3	3	4	6	3	4	1
MEMBERSHIPS												
Total Friends Memberships	227	182	229	224	228	234	233	240	223	228		232
New/Renewed this month	6	0	22	44	7	11	29	29	15	20		23
PRESS												
Newspaper	0	1	0	1	1	1	0	2	1	0	0	1
Radio, interviews, ads	1	1	1	2	1	1	0	2	2	2	1	0
Press Releases	2	1	1	2	1	1	1	2	1	1	0	1
Ads, other (FB ads, etc.)	0	2	1	1	2	0	1	13	1	0	1	0

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - December 2019**

Project	Description	Status	Budget	Contractor/ Developer
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Punch List Remains	\$310,000	Engineering Division Foth PCI
2019 Permeable Alley	Storm Water	Final Out Remains	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Under Construction	\$155,170.41	Engineering Division
2019 Street Construction	Street Repair	Punch List Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrctuion	Street Repair	Design Underway	TBD	Engineering Division
Campus Street Box Culvert	Box Culvert	Construction Underway	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Punch List Remains	\$160,000	Engineering Divison / Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth PCI

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - December 2019**

<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Approved	-----	BNKD Inc. Shoff Engineering
Autumn Villages Phase II & III	New Subdivision	Approved	-----	CGA
Gateway Business Park	New Subdivision	Final Out Remains	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	CGA
Greenhill Village Estates	New Subdivision	Construction Underway	-----	Nelson Contruction & Development
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addtion	New Subdivision	Preliminary Plat	-----	CGA
Park Ridge Estates	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
Pheasant Hollow 7th Addtion	New Subdivision	Preliminary Plat	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Construction Underway	-----	Brian wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Final Out Remains	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
The Terraces at West Glen, New Aldaya West Campus	New Subdivision	Construction Underway	-----	New Aldaya/Fehr Graham

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - December 2019**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlistrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Approved	Punch List Remains	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Classen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in
Cedar Valley Veterinary Clinic	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Active
City of Cedar Falls	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Punch List Remains	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Alley	RC-039-3154	100 Block Alley	Recon	Punch List Remains	250000
Sidewalk	PI-039-3208	Peter Melendy	Recon	Construction Underway	240000
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanuel Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction	Approved	John Deere/Bolten Menk	Active
Kohl's Parking Lot	5911 University Ave. Suite	Approved	-----	Kimley Horn & Associates, Inc.	Completed
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active

ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - December 2019

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
North Elementary School	2419 Fern Avenue	Approved	-----	Cardinal Construction	Active
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Owen5 Construction Facility	Lot 16 Northern CF	Under Review	Approved	ISG	Hold by Planning
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Under Review	Approved	Fehr Graham Engineering	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Raising Cane's	201 Viking Plaza Drive	Approved	-----	Cheever Construction/CGA	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Slumberland (Building Addition	6607 University Avenue	Approved	Approved	Fehr Graham Engineering	Completed
Standard Distributing Co.	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
PARK/CEMETERY SECTION
MONTHLY REPORT DECEMBER 2019**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Broomed recreation trails when possible.
- Continued stump grinding and clean-up.
- Performed snow and ice control on trails, sidewalks and parking lots.
- Seeded habitat areas as part of the Cedar Valley Monarch Project.
- Constructed backers for plaques that will be added to various benches
- Repaired protective tubes on trees at the Lincoln Street tree planting site.
- Removed stakes around trees throughout town.
- Mulched and watered trees at Lloyd Lane recycling expansion site.
- Cleaned and re-shaped inlet at Prairie Lakes.
- Removed dilapidated garage at Greenwood Cemetery.
- Built ramp for Hearst Center garden shed.
- Performed structural and equipment repairs at the Pheasant Ridge Pro Shop.
- Raised and lowered flags as needed throughout the month.

ARBORIST

- Ash tree removals. (47 total)
- Other tree removals. (4 total)
- Trimmed trees in ROW.
- Stump grinding and cleanup.
- Two staff members attended the Trees Forever Conference in Cedar Rapids.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Removed down limbs and sticks from all cemeteries.
- Cleaned and organized shops and equipment.
- Mulched leaves.

**DEPARTMENT OF PUBLIC WORKS
CEMETERY SECTION
MONTHLY REPORT**

FOR THE MONTH OF:	<u>December</u>	Year	<u>2019</u>
Interments:			
	Greenwood		<u>5</u>
	Fairview		<u>3</u>
	Hillside		<u> </u>
Disinterment:			
Spaces Sold:			
	Greenwood		<u>4</u>
	Fairview		<u>1</u>
	Hillside		<u>2</u>
Services:			
	Cremations		<u>1</u>
	Saturday		<u>1</u>
	Less than 8 hrs. notice		<u> </u>
	After 3:00p.m.		<u> </u>
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Receipts:			
Prepetual Care	Greenwood	\$	<u>640.00</u>
	Fairview	\$	<u>160.00</u>
	Hillside	\$	<u>320.00</u>
			<u> </u>
	Burial Permits	\$	<u>6,025.00</u>
	Lot Sales	\$	<u>4,480.00</u>
	Marker permits	\$	<u>130.00</u>
	Deed Transfers		<u> </u>
			<u> </u>
Total Receipts:		\$	<u><u>11,755.00</u></u>

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
REFUSE SECTION
MONTHLY REPORT FOR DECEMBER 2019**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 608.98 tons of solid waste during the month of December. The 127 loads required 321.00 man-hours to complete, equating to 1.90 tons per man-hour. The automated units used 1,223.73 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.84 tons of solid waste during the month. The 7 loads required 56.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 40.63 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 37.53 tons and required 122.00 man-hours to complete. This operation yielded 0.31 tons per man-hour. The semi-automated collection totaled 10.68 tons and required 50.50 man-hours to complete. This operation yielded 0.21 tons per man-hour.

The total number of December container dumps was 647. Eighteen percent (18.55%) or 120 of these dumps, were for non-revenue bearing accounts.

The container route truck used 236.40 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 67 large item stops during the month and collected 4.79 tons. This required 27.00 man-hours to complete and equates to 0.18 tons per man-hour. Thirty-five (35) Appliances and Thirteen (13) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 11.03 tons of yard waste curbside this month. The 10 loads required 34.00 man-hours to complete, equating to 0.46 tons per man-hour.

There are currently 7,892 yard waste accounts throughout the city.

328 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 147.54 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 70 loads of solid waste to the Black Hawk County Landfill totaling 960.03 tons.

The Transfer Station accepted 297.21 tons of commercial and residential solid waste this month.

260 appliances, 179 tires, 158 television sets, and 27 computer monitors were received at the Transfer Station for the month.

Four (4) Bag Tags and Eight (8) Tree Tags were purchased this month.

The Transfer Station's trucks used a total of 495.25 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 4.60 tons of commercial and residential yard waste this month.

Refuse crews hauled 11.03 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)	3.94 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	17.58 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	85.75 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	39.71 tons
Phone Books	
Books/Flyers	
Office Paper	4.87 tons
Plastic Bags	0.99 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	17.51 tons
E-Waste	3.97 tons
Glass	53.06 tons
Scrap Metal	18.59 tons
Shingles	4.68 tons
Tires	6.27 tons

Revenue generated by the Recycling Center for December was \$1,176.55.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.11 tons
Cardboard	11.69 tons
Newspaper	5.98 tons
Tin	0.81 tons
Glass	2.14 tons
Plastic Bags	0.49 tons
Office Paper	1.72 tons
Styrofoam	0.23 tons
Total	26.17 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	6.90 tons
Cardboard	19.32 tons
Newspaper	6.90 tons
Tin	0.73 tons
Glass	2.38 tons
Total	39.25 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

Plastic #1-7:	3.36 tons
Cardboard	19.44 tons
Newspaper	5.85 tons
Office Paper	0.91 tons
Plastic Bags	0.00 tons
Tin	0.50 tons
Glass	1.91 tons
Styrofoam	0.35 tons
Total	32.32 tons

Orchard Hill Church Recycling Substation

The Orchard Hill Church Recycling Substation received the following quantities of recyclables for the month of December.

Plastic #1-7:	2.13 tons
Cardboard	4.23 tons
Newspaper	3.11 tons
Office Paper	0.64 tons
Plastic Bags	0.00 tons
Tin	0.32 tons
Glass	1.42 tons
Styrofoam	0.03 tons
Total	11.88 tons

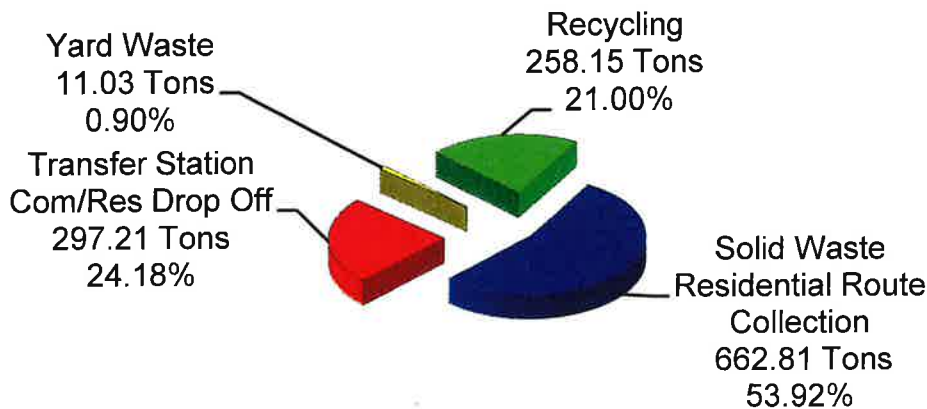
MONTHLY TOTALS

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 1,229.21 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of December 2019 for the City of Cedar Falls.

December 2019

Total MSW Collected - 1,229.21 Tons



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS
OPERATION & MAINTAINCE DIVISION
STREET SECTION
MONTHLY REPORT FOR DECEMBER 2019**

COMPOST FACILITY

- The seasonal compost facility was randomly monitored on a daily basis.
- Unacceptable & undesirable materials dropped off by visitors at the compost facility were removed whenever encountered.
- Stock piled leaves and brush on a daily basis.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removal.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis as weather permitted.
- Potholes were filled with asphalt cold mix.
- Alleys were graded as needed during the month.
- Road shoulders were graded and rock was added where needed.

CEDAR RIVER DAM

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.

ICE & SNOW CONTROL

- Finished erecting snow fence at pre-determined locations to minimize drifting.
- Continued general winter weather pre-season readiness activities.
- Responded to multiple light snow & ice events by plowing and applying de-icing materials to roadways based on established policies.
- Applied brine solution to roads and bridge decks.
- Ordered 1000 tons of road salt to replenish our road salt stockpile.
- Stockpiled road salt as it was delivered.

MISCELLANEOUS TASKS

- Started brush cutting operations with the forestry unit along ditches and box culverts.
- Cleared brush and debris from multiple locations by hand. (UNI Wetland outlet, Center St bridge embankment, Orchard & Main St, Seerley Blvd & Main St)
- Cleaned brush away from the northern Q-net with the forestry unit.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR DECEMBER 2019**

- 61 traffic control signs were repaired.
- Printed 8 labels for vehicle maintenance.
- Fabricated 15 signs for various applications.
- Traffic operations completed 3 One Call utility locates.
- Completed 5 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 4 minor projects.
- Responded to 2 outdoor emergency siren trouble calls.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic personnel assisted in 4 different snow plow/removal events.
- Responded to one signal in flash call. Repairs were made and returned to normal operation.
- Painted a parking stall and installed a sign for the new electric vehicle charging station.
- Fixed a pedestrian crossing pole that was damaged by wind.
- Replaced 45 faded signs on various streets throughout town.
- Supplied power and made electrical terminations for the new surveillance cameras in the downtown district.
- Assisted in the interview process for the new maintenance worker position.
- Completed a major electrical upgrade to the red rental house next to the Hearst Center. The following changes were completed:
 - The 60 amp fuse panel was replaced with a 200 amp main breaker panel.
 - All grounding and bonding was brought up to code.
 - All 2 prong outlets were replaced with GFCI receptacles.
 - All lights were replaced with LED bulbs.
 - The electric stove was removed.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR DECEMBER 2019**

The Fleet Maintenance Section processed 127 work orders during the month of December 3 of them were either sent out or done by staff from other sections.

1,049 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,370.296 Gallons of Ethanol

6,612.792 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of December was 12,983.088 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

20173: Replaced leaking radiator.

20210: Replaced rebuilt light bar controller.

235: Replaced EGR valve.

236: Replaced wiring on plow for marker lights.

2363: Adjusted valves and replaced broken rocker bolt.

2366: Replaced lower crank seal on engine.

237: Tommy gate was replaced.

241: Replaced faulty blower motor relay.

243: Replaced front and rear brakes and rear differential.

244: Salt spreader was repaired after rear end collision during plow event.

247: Replaced faulty wing strobe light.

266: Replaced broken lower mirror mount and plow angle hose.

270: Replaced auger feedback sensor and repaired shroud after plowing accident.

277: Replaced auger pressure hose.

Refuse Section

321: Replaced front right brake chamber and adjusted tail light assemblies.

340: Flushed transmission because of issue with the transmission heating up.

341: Replaced hydraulic tube and engine oil pressure sensor.

348: Rebuilt gripper arm assembly with new chains, bushings and bearings.

370: Repaired leaking axle seal and replaced block heater plug.

381: Trailer brakes were replaced with new shoes, drums and seals.

382: Trailer brakes were replaced with new shoes, drums and seals.

Water Reclamation

- 414: Replaced batteries and installed battery tender.
- 490: Replaced lift pump check valve.
- 492: Started installation of hydro excavation kit on truck.
- 494: Replaced leaking radiator.

Parks/Cemetery/Rec Section

- 2101: Replaced rear brake pads and rotors.
- 2136: Replaced blend door actuator.
- 2181: Replaced drive tracks and replaced worn drive motor hoses.
- 2183: Towed unit back to shop and replaced park brake hydraulic hose.
- 21102: Installed snow blower on mower and rebuilt PTO.
- 2187: New vehicle setup.

Engineering

- 105: Replaced rear brake cylinders, shoes and pinion seal.
- 127: Replaced front right wheel bearing assembly.
- 139: Replaced alternator, spark plugs, plug wires and serviced truck.

Inspection

- 503: Installed LED warning light.

Fire Division

- FD502: Replaced front brakes and adjusted all of the brakes.
- FD550: Replaced rear water chute stop cable and rear marker lights.
- FD511: Installed new scene lights on ladder platform.

Police Division

- PD09: Installed four new tires.
- PD12: Replaced engine low oil pressure sensor.
- PD15: Replaced engine, cooling fans and alternator.
- PD17: Replaced rear radar antenna cable and removed debris is fuel filler neck.
- PD18: Replaced front brake pads and rotors.
- PD19: Replaced cooling fan assembly.
- PD20: Replaced front brake pads and rotors.
- PD22: Replaced front brake pads and rotors.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR DECEMBER 2019**

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Moved dry erase boards in inspections.
- Installed pencil tray in section 8 offices.
- Repaired walls and touched up paint in Mayor's office.
- Responded to water leak in mechanical room. Shut off water to heat exchangers and made temporary repair to backflow. Contractor is ordering new backflow preventer.
- Refilled ice melt containers.
- Delivered janitorial supplies.
- Replaced lock on City Attorney office door.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Replaced canopy lights.
- Heat pump in ceramics room was removed from service for replacement and a temporary heater was placed in the room.
- Valve was replaced on the heat pump over exercise room.
- Replaced broken seat on stool.
- Refilled ice melt containers.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled ice melt containers.
- Met with contractor to obtain bid on adding outlet for overhead projector.

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.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Retrofitted can light on State St. entrance to LED.
- Refilled ice melt containers.
- Cleaned out mechanical rooms.
- Removed old chairs for disposal.
- Repaired cabinets falling off wall in youth area and reinforced all cabinets to prevent this from happening to others.
- Removed bulletin board and brochure holders and repaired and repainted walls in youth area.

PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Refilled ice melt containers.
- Set up building with two ice melt spreaders.
- Worked with contractors and building officials to determine cause of heating issue in Directors office.
- Reviewed building automation systems to verify proper operation of systems.
- Met with plumbing contractor to determine cause of gas odor in apparatus bay.
- Contractor made adjustment to overhead door spring spacing to prevent some warranty service call issues.

- Continued testing of water leakage in to evidence storage and worked with contractors to determine cause.
- Removed seven file cabinets and took to City Hall.
- Removed bikes from storage and disposed of.
- Ran wire for CSO door lock button and worked with contractor to have programmed.
- Completed quarterly maintenance on air handlers and ERV.
- Mounted coat racks.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Refilled ice melt containers.
- Repaired valve on stool.
- Completed interviews to fill FT Maintenance worker position.
- Completed quarterly maintenance on ERV's.
- Cleaned out janitorial room and garage storage.
- Began replacing administration/common areas with LED bulbs.
- Upgraded WasteTrac highbay lighting to LED tubes.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Refilled ice melt containers.
- Cleaned out boiler room.
- Repaired steam room scent dispenser hose.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Refilled ice melt containers.
- Repaired four exterior lights.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT – DECEMBER 2019

PLANT OPERATIONS

Plant performance was very good for the month of January. All permit requirements were met for the month.

One of the annual requirements is a dye test to inspect the operating condition of the diffuser the plant effluent discharges through. This was completed on the 19th. Green dye was injected into our effluent demonstrating that the diffuser is functioning as designed.

PROJECTS

Staff has been working to rebuild one of our influent pumps during December. This is done during times that the threat of high flows related to rain events is lowest. Two pumps will need to be replaced due to excessive wear to many parts of the pumps assembly.

Staff has also been involved with rebuilding pumps at our Logan lift station. This has been an ongoing project related to flooding of the station in the past.

INDUSTRIAL PRETREATMENT

An annual unannounced inspection was conducted at Standard Golf in December. No violation occurred and the facility was found to be in compliance with all pretreatment requirements.

BIOSOLIDS

We were able to haul 228,000 gallons of liquid biosolids to our farm land this month. Another 133,000 gallons were processed through our belt filter press equipment.

The total volume of biosolids processed for 2019 was 3.8 million gallons being land applied. This is a fairly large volume but this helps to keep our plant operations running smoothly when we land apply this amount.

There were 4.0 tons of gritty, inorganic materials hauled to the landfill during December. The total grit hauled for 2019 was 87.4 tons.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

We received 198 sewer locate requests from the Iowa One Call system, 63 of which

were pertinent and required markings by our field staff.

There were three service calls for sewer problems received this month. None of which were related to issues in the City main. For the year, we had 35 sewer calls with four being the result of an issue with the main.

There were no lift station calls in December. Staff responded to just 22 for the year.

Crews cleaned 4900 feet (0.9 miles) of sanitary sewer lines. The total cleaned for 2019 was 139,000 feet (26.4 miles). This falls well short of our goal of forty miles or more of cleaning accomplished per year. This low number reflects time spent on other projects throughout the year, taking staff time away from cleaning.

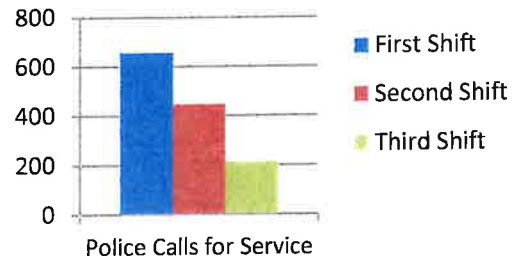
A total of 1500 feet (0.3 miles) of sewer lines were inspected with our televising equipment. This brings the annual total to 30,000 feet (5.7 miles).

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
DECEMBER 2019**

Item 9.

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	657	448	214
Traffic Stops	135	139	139
Arrests	8	31	21



FIRST SHIFT – Captain Jeff Sitzmann

- Throughout the month Officers investigated numerous Motor Vehicle Burglaries. In nearly all cases, the suspect(s) found unlocked vehicles and took the valuables from inside. Items taken usually included electronics and cash.
- On two separate occasions during the month, Officers spent a lot of time conducting Traffic Control at accident scenes on Highway 58. These incidents were weather and road condition related. All available Officers are used in an attempt to slow traffic to protect Officers investigating the accident and to prevent additional accidents from taking place.
- Officers also investigated numerous Residential Burglaries. In many cases, the victims were college students who were gone on break.
- First Shift Officers again participated in a Job Shadow Program through Cedar Valley Career connections. High school students participate in the Program with the goal of finding career interests for them.
- Officers investigated a Burglary to a construction trailer. Numerous power tools and other construction equipment were stolen. The suspect left personal items behind while committing the Burglary. That case is still under investigation.
- Officers continue to investigate cases of Counterfeit Money being used in Cedar Falls. Last month one subject was arrested after passing numerous fake bills to area businesses. More of those same bills have been used and Officers continue to look into possible suspects.
- First Shift again investigated the Theft of coins from laundry machines at an area laundromat. In the month of October, Officers arrested one subject for Theft and Criminal Mischief for breaking into coin machines at this same laundromat. Officers have developed a suspect and the case is still under investigation.
- Officers seized a Stolen Vehicle from a Waterloo salvage yard. The vehicle was parted out and was damaged badly after it had been stolen. The vehicle was released back to the owner after it was processed.
- Officers were dispatched to Prairie Lakes after it was reported that someone fell through the ice. The Reporting Party saw a male fishing and a few minutes later she saw his equipment and not him. We learned that the male stepped off the ice for a short time, but nobody had fallen through.
- Officers learned of a possible Sex Offender Registry Violation. The investigation revealed that a mother was allowing her two small children to stay unsupervised with an adult male who was a Registered Sex Offender. The mother was charged with two counts of Child Endangerment.
- During the month, Officers investigated several reports of delivered packages being stolen from front porches. Some video has been obtained from these incidents and Officers have developed a suspect. Several of those cases are still under investigation.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to several reports of a Suicidal Subject on Quail Ridge Drive. Officers were able to locate the subject in a nearby park. The subject was taken to the hospital for an evaluation.
- Officers received a report of an Accident at 1st Street and Oak Park Boulevard involving a vehicle that struck a utility box. The driver walked from the scene and was found at his residence a short distance away. The subject appeared to be very intoxicated and was brought to the Police Department for Sobriety Tests. The subject was subsequently arrested and charged with Operating While Intoxicated 1st.

- Officers responded to a Disorderly Conduct report at 2115 Clay Street. Officers made contact with a male and female subject who had been arguing. It was determined that both subjects were Violating a No Contact Order and each were arrested and charged with Violating a Court Order.
- Officers received a report of an Intoxicated Subject in the 900 block of College Street. Officers made contact with a male subject who was found to be very intoxicated. The subject was arrested and charged with Public Intoxication.
- Officers responded to a Motor Vehicle Accident at Greenhill Road and Prairie Parkway. It was determined that a bicyclist rode out in front of a vehicle that had the right of way. The bicyclist received minor injuries and was transported to the hospital for treatment.
- Officers responded to 1213 Higby Drive for a Disorderly Call. It was discovered that one of the subjects involved had an Active Arrest Warrant for Aggravated Assault. The subject was arrested and transported to the County Jail.
- Officers responded to 112 Main Street for a Shots Fired Call. Officers determined a subject had been shot and was deceased. Officers from Second Shift assisted with the homicide scene, witness interviews, perimeter security and other tasks.
- Officers responded to ten separate Motor Vehicle Accidents.
- Officers responded to a Suspicious Call at 709 Grand Boulevard. One of the residents at the house was Wanted on an Outstanding Arrest Warrant. The subject was arrested and transported to the County Jail.
- Officers were called to a residence on Brentwood Drive reference a Suicidal Subject. The subject was seen tying a rope around his neck and attempting to hang himself from a tree. The subject was cut down by witnesses at the scene and was transported to the hospital for a mental evaluation.
- Officers learned that a 90+ year old female was without phone service, and would be for approximately a week, due to construction. Her lifeline runs through the phone system. An Officer took it upon himself to make contact with an area cell phone company, and got the woman a 911 only phone, so she could call if she had emergency.
- Officers arrested juvenile male and adult female Shoplifters at Scheels.
- Officers arrested female subject from Kohl's for Theft 4th and for Removal of Theft Detection Devices. A friend with the female was arrested on a Warrant.
- Officers stopped to assist a broken down motorist, and learned that the subject was Barred. They also located Marijuana in the vehicle. The male was arrested for Driving While License Barred and Possession of Marijuana.
- Officers learned of a Wanted Subject at Subway. He was picked up on a Warrant for Failure to Appear on an Operating While Intoxicated charge.
- Officers arrested a male subject for Harassment 1st. He repeatedly harassed and then threatened to kill a male who is talking to a girl he likes.
- Officers arrested a male subject on a Warrant for Failure to Appear in Court.
- A Second Shift Officer, who has been working on a Fraud case for several weeks, learned that his suspect had been picked up in West Des Moines. This Officer had taken a report of Vehicle Burglaries, then of checks and driver's licenses that were used from those Burglaries. He put this information out on Crime Stoppers, as the female was writing multiple checks in excess of \$2500 each. Officers learned that this female was possibly part of the 'Felony Lane Gang', and that the FBI was also involved. Once the Officer learned that the suspect had been picked up by West Des Moines Police, he was able to complete complaints and have her charged. He has also been working with other agencies, including Waterloo and Cedar Rapids because his victim's checks were also written in those cities.
- Officers arrested a female subject for Theft from Hy-Vee. The female took liquor and left the store before Officers arrived. They were able to locate her in the area of the mall, and she was placed under arrest. The female was charged with Theft 3rd.
- Officers following up on a Call from earlier in the month; located and arrested a male for Possession of Marijuana 1st Offense.
- A female was charged with Theft 5th, after Officers were called to Hy-Vee. The female was charged after Officers learned she tried to steal a bottle of liquor.
- Officers are investigating an Employee Theft from Walmart. It appears the employee has taken at least \$1300 from the business.
- Officers arrested a subject at 803 Tremont Street on multiple Arrest Warrants out of Buchanan County.

- Officers dealt with a Suicidal Subject who was threatening to harm himself with a gun and that he would fight with Officers. Officers checked numerous parks and the surrounding area near the subject's residence. The subject was eventually located and refused to exit his vehicle. The subject eventually complied with Officers and was taken to the hospital for an involuntary committal.
- Officers were called to Target for a male Shoplifter. One subject was arrested and charged with Theft 4th.
- Officers were called to the Goodwill Store on University Avenue for a female Shoplifter. One subject was detained outside the business where a number of stolen items were recovered. One subject was charged with Theft in the 3rd Degree.
- Officers were called to 2216 Lincoln Street #18 after a female reported being Assaulted. The suspect had left the residence and was identified as the female's live-in boyfriend. After conducting an investigation, Officers issued a Warrant for the suspect for Assault Domestic Abuse, 3rd Offense, a Class D Felony.
- Officers were called to Scheels for a Theft in progress. A suspect description was obtained and the suspect was found near another business. One male subject was charged with Theft 5th.
- Officers made two additional arrests on this date, one for an Active Warrant and another for Driving While License Revoked.
- Officers conducting follow-up on an Assault, involving a juvenile female, made an arrest in the case. Two other juvenile females were arrested and charged with Assault Causing Bodily Injury.
- Officers were dispatched to a Single Vehicle Accident, on Dunkerton Road, near Kings Automotive. Prior to Officers' arrival, the male driver took off walking towards Waterloo. He was later located and arrested for Operating While Intoxicated 1st Offense.
- Officer Hoelt started her Field Training on Second Shift with Officer Puls.
- Officer continued to close the compost during the month of December.

THIRD SHIFT – Captain Mark Howard

- Officers were called to assist a mental patient that believed she was being Assaulted in her sleep. The female was advised of her situation and given information to assist her.
- Officers were called to a Suspicious Female in the parking lot of the Kwik Star on Coneflower Way. It was reported that the female was slumped over the steering wheel of the vehicle she was in while she was parked. Officers made contact and the female checked OK, she had fallen asleep while texting in the parking lot. She was sent on her way.
- Officers were called to the High Acres Mobile Home Park for a report of lots of drones flying around a trailer. Officers made contact with the Reporting Party and later learned that he had mental issues. The male was advised things were OK.
- Officers were called to Pointe West Apartments for a Suspicious Male wandering around with a flashlight. Officers made contact with a male that was going through the dumpsters. He checked OK and was advised of the complaint. He was sent on his way.
- Officers assisted Waterloo Police Department with an investigation into a male that fled a Traffic Stop and threw a gun. Officers were able to get information needed to assist in the Waterloo case that would be linked to the Homicide in Cedar Falls earlier in the week.
- Officer witnessed a Disorderly at Little Bigs. Officer made contact with the subjects and sent them on their way.
- Officers sent to The Horny Toad American Bar and Grill for a report of a large Fight. It was reported 10-15 people were involved. It was also reported there were chairs being thrown and the Fight was both inside and outside. Two subjects arrested for Fighting.
- Officers called to Harry's Five and Dime for a report of a subject there that was involved in the Fight at The Horny Toad American Bar and Grill. He was located and arrested.
- Officers were called to 709 Grand Boulevard for a female who feels threatened. She has a long history of mental issues and was advised of her options. During the weekend Officers were called to this address by this female several times.
- Officers observed a Fight at Deringer's Public Parlor. Two subjects were arrested for Disorderly.
- Officers observed a Fight at Bani's. Two were arrested for Disorderly.
- Officer called to the area of 1st and Division Streets for a report of a vehicle all over the road. Officer located the vehicle and determined the driver was intoxicated. He was arrested and charged with Operating While Intoxicated.

- Officers called to a Domestic Assault. The male was arrested for Assault Domestic Causing Injury. After being transported to the Police Department the arrestee claimed to be having chest pains. He was transported to Allen Hospital by paramedics. Prior to claiming chest pain he told the arresting Officer he was not going to Jail tonight.
- Officers called to Alvarado Avenue for a report of a mentally ill mother refusing to leave. Officers stood by while the mother gathered some property and left.
- Officers called to the area of Hawthorne Avenue and Waterloo Road for a report of the Reporting Party being followed by an ex-boyfriend. Officers made contact with both subjects. Officers determined there was no assault or threats made. Both were separated for the night.
- While doing Bar Checks, Officers were advised of a Fight at The Social House. Officers arrived at the bar and spoke with employees. They were advised a couple subjects were shoving each other and they were already removed from the bar.
- Officers called to a Fight at Voodoo Lounge. Upon arrival, Officers found a group out in front of the bar. While speaking with them, it was determined they were all family members arguing and fighting about how they were getting home. They found a safe ride home.
- Officers called to an 18 year-old who was in need of treatment. Officers spoke with the female and her mother and determined she needed to go to the hospital for drug treatment.
- Officers called to a Suicidal Subject on Madison Street. Officers met with a family member and escorted them to the house. The female admitted to being suicidal and needing to go to the hospital. The paramedics transported the female and a family member met them at Allen Hospital.
- Officers called to High Acres Mobile Home Park for a Suicidal Subject. The subject was transported to Allen Hospital with an Officer riding along in the ambulance due to the subject's mental state.
- Officers called to the area of Heritage Road and Sturgis Drive for a report of two Suspicious Subjects around a vehicle with a broken window. Officers arrived to investigate and determined the window was broken earlier in the night during a disagreement at the bar. A report was started and sent to the County Attorney for possible charges.
- Officers were called to assist with an out of control Exceptional Persons, Inc. client that was destroying property and cutting things with a scissors. Officers were able to talk to the male and get him to calm down for the evening.
- Officers were called to an auto accident unknown in the area of Highway 218 and Highway 57. When Officers arrived, the people were out of their vehicle. There were no injuries, and an Accident Report was completed.
- Officers were called to a Missing Person's report on West 23rd Street. Officers met with the Reporting Party who stated that he had not seen his girlfriend for a couple of hours. Officers were able to make contact with the female and she stated that she was fine; she just wanted to stay at her friend's house for the evening. The Reporting Party was advised.
- Officers conducted a Traffic Stop where the driver was arrested for Operating While Intoxicated. The driver admitted to drinking a little and mixing the alcohol with his prescription medicines.
- Officers were called to 11th and Grove Streets for a Suspicious Vehicle. Officer located the vehicle and the subject was Warned.
- Officers were called to 22nd and College Streets for a subject who threw a bottle and broke it. The subject was located and cited for Littering.
- Officers were called to 2203 Thunder Ridge Boulevard for subjects Fighting. This was verbal only the subjects were Advised.
- Officers were called to Target in Viking Plaza for a Burglary. Subjects had broken into the front door which is not alarmed and were believed to be on the building for several hours stealing. When the subjects exited the rear door the alarm went off. Target advised they Stole close to \$20,000 in electronics from the business. This case is under investigation.
- Officers were called to 1423 Starbeck Circle for a female who had called a friend in Ames stating that she needed help. Officers were able to check on the subject who was extremely intoxicated and was with friends to help her.
- Officer was called to Voodoo Lounge for a subject passed out on the dance floor. When the Officer arrived she realized the subject was a victim of an Assault and there were other Fights breaking out. Dispatch then dispatches several Officers to the bar for several Fights in progress. Medical crews

- had to be held back until Police staff could gain control of the bar and make it safe. One subject arrested and one subject was taken to the hospital.
- Officers were called to a Disorderly at the McDonald's on 1st Street, when Officers arrived management stated they did not need assistance.
 - Officers were called to a Residential Fire Alarm at 1016 West 8th Street. This was just the smoke detectors going off. There was no fire.
 - Officers were called for Theft of Money Report.
 - Officers were called to a Disorderly between boyfriend and girlfriend at 2003 College Street. Boyfriend agreed to leave for the night.
 - Officers were called to a possible Domestic between two subjects at 921 Western Avenue. Subjects refused to answer door, so Officers entered the residence. The male was asleep and was unaware of the situation. The female was extremely intoxicated and there was no Assault.
 - Officers were called to Kings Auto for a Police Alarm. This was a False Alarm.
 - Officers were called to Ross Dress for Less for a Police Alarm. This was a False Alarm.
 - Officers were called to a Suspicious Call at 4410 University Avenue. The Reporting Party complained that she believed someone was following her.
 - Officer made a Traffic Stop at Valley Park Drive and Waterloo Road. The driver was arrested for Operating While Intoxicated.
 - Officers were called to a Fight in progress in the parking lot of The Social House. The report was of two males engaged in a Fight. When Officers arrived, the males fled the area. The two males could not be found.
 - Officers were called to the McDonald's on Main Street for an auto accident in the drive-thru. On arrival, Officers met with the drivers and determined that one vehicle had rear ended another vehicle. The driver of the vehicle at that was at fault was arrested for Operating While Intoxicated.
 - Officers were called to Kwik Star on College Hill for a male that was trying to get into a van, and that the occupant of the van had no idea who the male was. When Officers arrived, they were waved into the Kwik Star for a male that was trying to fight people inside. It was the same male in both incidents. He was arrested for Public Intoxication.
 - Officers were called to the area of Mile Marker 282 on Highway 58 for a vehicle that had crashed into the center barrier. Officers were unable to locate the vehicle, but could see where significant damage had occurred to the barrier as well as several car parts left in the area.
 - While searching for the run vehicle from Highway 58, Officers made contact with a Suspicious Vehicle driving into the Kwik Star on Nordic Drive. The driver of this vehicle would later be arrested for Operating While Intoxicated.
 - Officers were called to Martin Brothers Cash and Carry for a vehicle in the parking lot with significant front end damage. Officers would make contact with the driver of the vehicle. He acknowledged that he had recently hit the barrier on Highway 58 and tried to drive off the highway. The driver was arrested for Operating While Intoxicated and cited for Leaving the Scene of an Accident.
 - Officers were called to a Larceny from a vehicle in the area of Pin Oak Drive. The Reporting Party had her purse and debit cards Stolen. She was alerted when her debit card had been recently used. A report was started.
 - Officers were called to an Assault with Injuries at the McDonald's on 1st Street. Officers found an unconscious male by the side of the building and the suspect was still on scene. Initial investigation would find that the victim was suspected of being intoxicated and threw his McDonald's order at the suspect's truck. When the suspect got out of his truck, a verbal altercation turned physical between the two males. The suspect punched the male and the victim hit his head on the concrete. The victim was transported to the hospital with serious injuries. The suspect would be arrested for Possession of Cocaine. The investigation continues and additional charges are pending.
 - While on Patrol in the 1000 block of West 22nd Street, and Officer came upon a Fight in progress. The Fight consisted of one male on the ground, and approximately ten subjects punching and kicking him. As the Officer approached the suspects fled the area. Several Officers responded and began an investigation. The victim of the Assault was uncooperative during the process and would not provide any suspect information. Officers were later able to view recorded video surveillance of the Fight and positively identify some subjects, as they were related to a previously Robbery incident. Video Intel was also gathered from the University Of Northern Iowa Department Of Public

- Safety. The investigation continues and Arrest Warrants are being submitted. A Disorderly Ho Referral was completed and sent to Cedar Falls Code Enforcement.
- Officers were called to Voodoo Lounge for a male that would not leave the bar after it had closed. Officers would make contact and find the male was upset because his leather jacket was stolen from the bar. The subject made arrangements with the management and left the area.
 - Officers would make contact with two males that were walking in the area of the 1000 block of West 22nd Street with a flashlight. This would be the same area where the earlier Fight had happened. Officers took one male in custody and the other fled the area in a vehicle. The male in custody was a juvenile and would be identified as one of the suspects involved in the earlier Fight. He was charged with Disorderly Conduct by Fighting.
 - Officers were able to catch up to the vehicle that left the area of West 22nd Street fight. The passenger would be identified as the second male that fled the area. This male was taken into custody. The male had an Outstanding Warrant and was also positively identified as being involved in the earlier Fight. He would be charged with Disorderly, as well.
 - Officers were called to the area of Brookside Drive for a male refusing to leave the residence. The male would be made to leave the area and he was Advised.
 - Officers were on Patrol in the area of 3rd and Main Streets when they came upon two Suspicious Males. The subjects later checked OK and were sent on their way.
 - Officers were flagged down in front of Voodoo Lounge for some Disorderly Subjects. After speaking with the Reporting Party it would be learned that the subjects left the area.
 - Officers conducted a Traffic Stop in the area of 5th and Washington Streets. During the Traffic Stop, Officers could smell Marijuana. A Search was conducted and Marijuana was found on the person and in the vehicle. The driver was arrested.
 - Officers conducted further follow up investigation in the area of 1015 West 22nd Street for the earlier Fighting case.
 - Officers were called to the Kwik Star on College Street for two subjects passed out inside of a vehicle in the lot. Officers made contact and found the subjects fell asleep while waiting for a ride. Their ride came and they were Advised.
 - Officers monitored the road conditions on Highway 58 and throughout the City at major intersections. The Department of Transportation and Public Works were advised of roadway conditions. They came out to sand and salt.
 - Officers assisted Waterloo Police Department in looking for an Assault suspect. The suspect showed his last known residence as an address in Cedar Falls. The suspect did not show.
 - Officers were called to the Extended Stay Inn for a female resident that thought she saw a hit man on her porch. Officers checked the area for anything suspicious. Officers also spoke to the Reporting Party and learned that she is currently in therapy for paranoia. Nothing further was needed.
 - Officers were called to 1408 Brenton Drive for a 911 Hang-Up Call. Occupants reported a Disorderly between a male and a female. Both parties were brought to the Police Department and interviewed, both had minor injuries. The case has been forwarded to the County Attorney's Office.
 - Officers were called to 5125 Luke Street for a possible Burglary in progress. Officers searched the residence and no one had entered the home.
 - Officers were called to the 300 block of Tremont Street for subjects getting into cars. Officers located several male subjects behind McDonald's and identified them. Officers could not prove these subjects were involved.
 - Officers were called to 708 West 18th Street for a Loud Party. Officers ended the party and several juveniles parents had to come to the address to get their child.
 - Officers were called to an Accident at Ridgeway Avenue and Highway 58.
 - Officers were called to 700 West Ridgeway Avenue Lot 742 for a Psychiatric Subject who went to the hospital with the ambulance.
 - Officers were called to 10th and State Streets to meet with a subject who was concerned for a friend who is on drugs. The Reporting Party was extremely high and was taken into custody. He was later transported to the hospital.
 - Officers were called to Arby's for a Police Alarm. This was a False Alarm.

- Officers were called to Voodoo Lounge for subjects making threats toward staff. The subjects were escorted out.
- Officer was called to 1815 West 18th Street for fireworks.
- Officers were called to 2222 College Street the Library Bar for a Fight in progress. Subject fled before Officers arrived.
- Officer was called to 3909 Legacy Lane for a garage door that was left open at a residence. The residence checked OK.
- Officers made a Traffic Stop at 14th and Walnut Streets. The driver was arrested for Operating While Intoxicated.
- Officers called to the area of the 300 block of Main Street for a report of males acting strange around the Reporting Party. The Reporting Party claimed there were several males acting strange and were involved in a gang. She also believed there were prostitutes working out of the Pump Haus Pub & Grill. After an investigation and speaking with witnesses and from past interactions with the Reporting Party it was determined the Reporting Party has mental issues and what she was saying occurred was not actually occurring.
- Officers observed a group of subjects in the 100 block of East 4th Street have an altercation. An investigation determined the subjects were family members have a disagreement. They were sent on their way.
- Officers sent to the Pump Haus Pub & Grill for a report of a female unconscious in the restroom. Upon arrival, Officers found a female in a stall in the restroom behind a locked door. Officers had to climb over the stall wall to assist the female and paramedics. The female was transported to Sartori Hospital by ambulance.
- Officers dispatched to 700 West Ridgeway Avenue for a report of a male threatening suicide. Officers met with the male and a family member. It was determined the male was going to the hospital with his mother.
- Officer made a Traffic Stop at 13th and Main Street. The driver was arrested for Driving With Revoked License.
- Officers were called to Walmart on a report of a Trespass. Officers made contact with the subject and cited him for Trespassing.
- Officers called to Center Street for a report of Shots Fired. Made contact at the apartment where the Reporting Party claimed the shots came from. Officers made contact and spoke with the resident. Officers searched the room and found nothing.
- Officers called to Fareway for a report of subjects Stealing cans from the can donation bin. Officers made contact with the subjects and will be contacting the owner for possible charges.
- Officers came across a Suspicious Person inside of a vehicle. After a check, Officers found the person checked OK, she just went out to her vehicle to cool off after a verbal argument.
- While on Patrol, Officers came across a juvenile out walking very early in the morning. Contact was made with the juvenile and he was taken home. Contact was made with his parents and he was released.
- Officers responded to 5 Seasons Trailer Park for a report of a female Reporting Party that was calling, screaming, and not answering any questions. Officer located the Reporting Party's trailer, and learned that a subject was there that she wanted to leave. He left prior to Officer's arrival.
- Officers conducted Foot Patrol in the College Hill and Downtown areas. Several Bar Checks were conducted and Officers did Alcohol Enforcement.
- Officers came across a Fight in the back lot of Voodoo Lounge. Contact was made with the subjects. Officers learned that one of the subjects was being confronted for groping females in the bar. The male was arrested for Public Intoxication. An investigation has been started on a Sexual Assault. While at the Police Station, the suspect became belligerent and plugged the toilet in his cell overflowing the toilet. He was also charged with Criminal Mischief.
- Officers were called to the trailer park on Lincoln Street. The Reporting Party ran to a neighbor's trailer after she was assaulted by her boyfriend. Officers took a report of Domestic Assault from the Reporting Party. The male suspect had fled the area and Officers were unable to locate him. A case was started, and Warrants are being issued for Assault D/A.
- Officers were called to a male that was unconscious in the area of 2nd and Main Streets. It would later be learned that the male subject was intoxicated, lost his balance off the curb, and hit his head

on a vehicle in traffic. The male did not sustain severe injuries. A report was started and the male was transported to the hospital for observation.

- Officers were called to a Hit and Run in the area of Calumett and Woodridge Drives. The Reporting Party reported that he was run off the road by another vehicle. The run vehicle continued on, and the Reporting Party's vehicle ran into a utility pole. Cedar Falls Utilities was notified and a report was started.
- Officers were called to a Hit and Run Accident in the area of 10th and Clay Streets. The run vehicle smashed into a parked car by the side of the road. Officers checked the area, but couldn't locate the run vehicle. A report was started, and Officers will be conducting follow-up.
- Officers were called to assist Tony's LaPizzeria at closing time. There was still a large crowd inside of the business and the owner requested a walk through.
- Officers got a call to a Welfare Check of a female at 510 Bonita Boulevard. Officers were informed that a female at this residence reached out to the Reporting Party and told her that she was in danger. Officers made contact with a female at 510 Bonita Boulevard. The female advised that she felt she was in danger from a male that lives at the residence, but that he had gone to work for the day. She was advised of her options and Officers assisted her.
- Officers were called to the McDonald's on Main Street for customers that were being belligerent while they were waiting for their food. Officers conducted a walk-through of the business.
- Officers were called to the 2100 block of Main Street for an Assault in progress. Officers made contact and learned that the female at the residence was Assaulting her boyfriend and tearing up the house. The female was arrested for Assault D/A Causing Injuries.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Investigator attended the Area Investigators meeting at Black Hawk County Sheriff's Office.
- Captain Hayes attended the Family Children's Council Executive Board meeting.
- Investigator Devic and Captain Hayes met with GIS Specialist Cory Hines reference the new Cedar Falls camera volunteer program that will begin in January of 2020.
- Captain Hayes attended the monthly Sturgis Falls Board meeting.
- Investigators were called in to assist Second Shift Officers on a Homicide at 112 Main Street #2. The investigation into the incident continued throughout the month.
- Captain Hayes attended a table top exercise at the University of Northern Iowa. The exercise was to get local officials together to see how they would handle an Emergency Call on campus.
- Captain Hayes attended the College Hill Partnership meeting.
- Investigator assisted the County Attorney's Office with an interview of a cooperating Defendant reference a Child Abuse case.
- Captain Hayes attended the Family Children's Council Board meeting.
- Investigator was assigned a possible Sexual Assault case involving a minor child. A Child Protection Center appointment was set up for the victim in the case.
- Investigator assisted the Child Protection Center in an interview of a child who was possibly a victim in a Sexual Assault. It was determined that there was no Sexual Abuse.
- Investigator testified in Court for a Child Sexual Abuse incident that occurred last year. The suspect was found guilty of Sexual Abuse and will be sentenced at a later time.
- Investigator contacted the Independence Police Department reference a Stolen Check report they were working. One of the checks was cashed in Cedar Falls. Investigator initiated a report and will conduct follow-up.
- Investigator opened a Bad Check case at the Kwik Star on College Hill the suspect wrote checks for over \$1,000.00 and did not have the funds to cover these checks. The Investigator did apply for two Arrest Warrants for Theft on the two suspects.
- Investigator applied for an Arrest Warrant for Forgery. The suspect had Stolen Checks from another jurisdiction and then cashed one of the Stolen Checks at a local business.
- Captain Hayes and School Resource Officer Ferguson met with Assistant County Attorney Kate Hahn reference two cases involving juveniles.
- Investigator met with one of the driver's from the Fatality Accident that occurred on Green Hill Road. A statement was taken from the driver.

Case Information For Month:

- Cases Assigned: 19
- Cases Closed Inactive: 13
- Cases Closed Exceptional: 2
- Cases To County Attorney For Review: 3
- Cases Closed By Arrest / Warrant: 4

Cellbrite Extractions:

- On 12-02-19, examined (1) Android phone for Fatality Accident investigation.
- On 12-13-19, examined (5) iPhones for Homicide investigation.
- Total of six examinations were completed in December 2019.

School Resource Officer:

- School Resource Officer Ferguson took a juvenile into custody for Possession of Drug Paraphernalia and Second Offense Tobacco Violation. The charges stem from an incident that took place in late November, 2019.
- School Resource Officer Ferguson was dispatched to Peet Jr. High School on the report of Harassment. He talked with the parent of one of the subjects. A report was initiated and further follow-up will be conducted.
- Throughout the month School Resource Officer Ferguson gave 'Bullying' talks to two Fourth Grade classes at Orchard Hill Elementary School and one Fourth Grade class at Cedar Heights Elementary School, conducted 'Internet Safety' talks to four Seventh Grade classes at Holmes Jr. High School and one Sixth Grade class at Hansen Elementary School, and spoke to a class of Sixth Graders at Cedar Heights Elementary School on the 'Dangers of Drugs'.
- School Resource Officer Ferguson assisted First Shift Officers when several Accidents occurred. All were weather related.
- School Resource Officer Ferguson gave a 'Driver Safety' talk to Street Smart (driver's education) students.
- School Resource Officer Ferguson met with some school employees' reference Harassment. A report has been initiated and will be sent to the county attorney for review.

CSI Report:

- On 12-11-19, Officer Belz attended training on the new Iowa Simple Tracking and Control Software (STACS) DNA Track-Kit system for Sex Assault Kits (SAK).

Crime Scene

- On 12-4-19, Officer Belz assisted Second Shift Officers and Detectives with processing a Shooting on Main Street.
- On 12-6-19, Officer Belz attended autopsy and assisted Detectives with executing a Search Warrant in Cedar Falls, both in reference to the Shooting on Main Street.
- On 12-12-19, Officer Belz assisted Second Shift Officers with processing a Residential Burglary on Waterloo Road.
- On 12-14-19, Officer Belz assisted Third Shift Officers with processing a Business Burglary on Viking Plaza Drive.

Crime Lab:

- Seventeen items of physical evidence were processed in the Crime Lab.
- Nine items of evidence were taken to the State Crime Lab for processing.
- One fingerprint comparison examination was conducted in the Crime Lab.

Property Room

- During the month of December, continued preparations for the upcoming 2015 property disposal in January.
- Eleven items of property were released to their owners.
- Unclaimed found bikes from July through December 2018 were destroyed.

Evidence / Property:

- Physical evidence entered: 102
- Found property entered: 17
- Property held for safekeeping: 0
- Evidence tested for outside agencies: 0
- CD's entered by Officers: 115

- Attorney video copies: 89
- Attorney requests (not video): 3

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Cross assisted with the Frosty 5K on December 14th. This was one of the Downtown Holiday Hoopla Events.
- Reserve Officers Aries, Hines and Spray attended Module D Training at Hawkeye Community College on December 1st. These Officers continue to test on the Modules after receiving the Training.
- Reserve Training for the month of December was held on 12/10/19 at the Public Safety Building. Officers assisted with planning for 2020 and received Training on Heroin / Fentanyl Manufacture, Trafficking and use.
- Reserve Officers Erickson, Hines, and Spray Field Trained on Second and Third Shift Patrol during the month of December.
- Reserve Officers Cross and Griffin completed their National Crime Information Center (NCIC) Training and Recertification, which is required every two years.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol during the month of December. They assisted with Calls for Service, Traffic Enforcement, Foot Patrols of bars, and Extra Attention to parks and other areas including College Hill and Downtown. They also assisted with transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of December, the Reserve Unit logged a total of 128.25 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	7
Bostwick, J	3
Buck, M	3
Burg, A	17.25
Cross, K	37
Erickson, N	8.5
Griffin, T	17
Hines, C	12.5
Jaeger, D	11
Spray	12
TOTAL	128.25

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Officers Abbott, Baltes, Bruggeman, Lenox and Putney completed their Field Training, and are now on Solo Patrol.
- Officers Getz & Hoefft graduated from the Iowa Law Enforcement Academy in Johnston, IA, and have begun their Field Training.
- Ethan Schultzen was hired as a Public Safety Officer. He and Officer Adelmund will be attending the Iowa Law Enforcement Academy in January 2020.
- Officer Ladage attended a Defensive Tactics Instructor Re-Certification class.
- Lieutenant Haislet attended the FBI / Law Enforcement Executive Development Association (LEEDA) Supervisory Leadership Institute training in Des Moines, IA.
- Lieutenant Rea continued with the Grow Iowa / Cedar Valley Leadership classes.
- No Police In-Service Training occurred in December.

POLICE RECORDS – Lieutenant Marty Beckner

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

POLICE STATISTICS:December 2019Total 2019

Item 9.

Group A Crimes

Murder	1	1
Kidnapping / Abduction	0	2
Forcible Rape	3	12
Sex Assault w/ Object	0	1
Forcible Fondling	1	15
Robbery	0	3
Assault	13	189
Arson	0	4
Burglary / B&E	23	144
Theft	50	528
Theft / Motor Vehicle	1	29
Counterfeit / Forgery	4	59
Fraud	6	97
Stolen Property	0	3
Vandalism	14	166
Drug Offenses	14	172
Porn / Obscene Material	0	2
OP / Pro / Asst Gambling	0	1
Prostitution	0	1
Weapon Law Violation	0	14

Group B Crimes

Theft by Check	0	11
Disorderly Conduct	9	84
Operating While Intoxicated	11	147
Public Intoxicated / Liquor Violations	6	193
Non-Violent Family Offense	0	7
Liquor Law Violation	0	6
Peeping Tom	0	1
Runaway	0	19
Trespassing	2	25
Other Offenses	35	179

Group A Total:

130 1,443

Group B Total:

63 672

Total Reported Crimes:

193 2,115

Traffic Accidents

Other	0	1
Personal Injury	1	52
Property Damage	9	436
Total Reported Accidents	10	489

Driving Offenses

Driving While Barred	1	24
Driving While Suspended / Revoked	2	28
Eluding / Peace Officer	0	3
Total Driving Offenses	3	55

Alcohol/Tobacco Violations

15 205

Calls For Service

1,635 18,620

Total Arrests

61 944

CEDAR FALLS FIRE RESCUE
DECEMBER FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Provided one Smoke Detector Check / Install.
 - Provided one Station Tour.
- Station #1 (Green Shift):
 - Had one Ride Along Observer.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- December Rental Inspections: 23
- December Re-Inspections: 10
- December Daycare / Preschool Inspections: 13

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire In-Service Training consisted of Tanker Operations, Personal Protective Equipment (PPE) Drills, and cross-lays / hose at the Public Safety Building.
- Public Safety Officers completed their monthly checklist of 20 Knowledge and Performance Tasks.
- New Public Safety Officers continued their Fire Fighter 1 and Hazardous Materials Certification Testing.
- December Walkthroughs at the University of Northern Iowa focused on Elevator Operations at Dancer Hall.

FIRE RECORDS – Lieutenant Marty Beckner

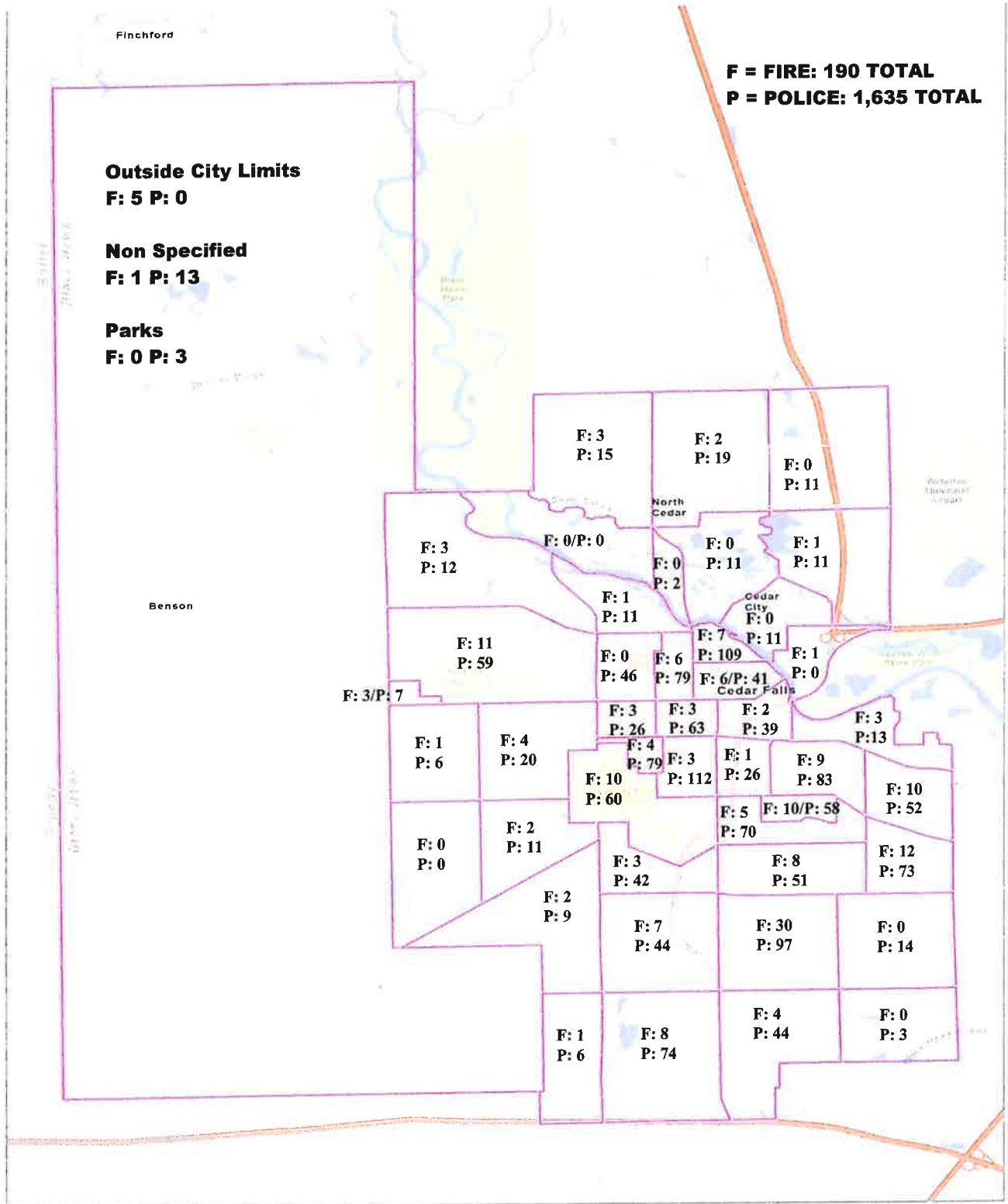
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- Self-Contained Breathing Apparatus (SCBA) Inspection the first Wednesday
- Self-Contained Breathing Apparatus (SCBA) Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.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

FIRE RESCUE CALLS FOR SERVICE

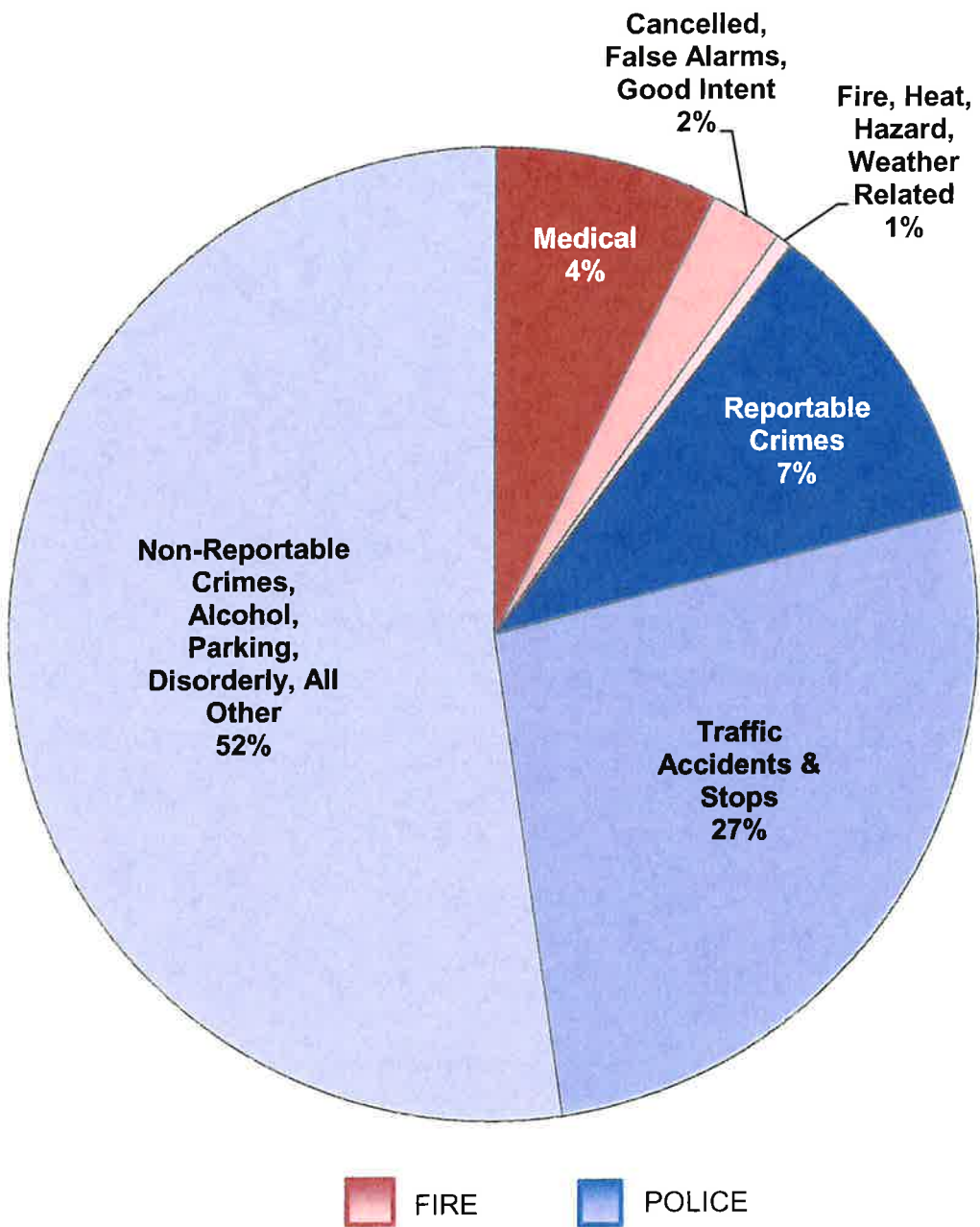
Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100	103	97	92	121	103	117	97	135
Cancelled, False Alarms, Good Intent	48	54	51	59	49	61	51	57	68	66	63	45
Fire, Heat, Hazard, Weather Related	10	17	17	19	13	16	13	15	13	11	15	10
Totals	159	185	160	178	165	174	156	193	184	194	175	190

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794	2,113

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (December)




DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
 Craig Berte, Assistant Police Chief
Date: January 30, 2020
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
- b) AmericInn Lodge and Suites, 5818 Nordic Drive, Class B beer - renewal.
- c) Panchero's Mexican Grill, 6421 University Avenue, Class B beer - renewal.
- d) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
- e) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
- f) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
- g) Hillstreet News & Tobacco, 2217 College Street, Class E liquor - renewal.
- h) Famous Dave's, 6222 University Avenue, Class C liquor - change in ownership.
- i) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - change in ownership.
- j) Jenica, LLC d/b/a/ Purse-N-Ality, 408 Main Street, Class B native wine - new.



DEPARTMENT OF FINANCE &
BUSINESS OPERATIONS

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

Item 11.

MEMORANDUM
Financial Services Division

TO: Mayor Green and City Council Members

FROM: Brenda Balvanz, Personnel Specialist

DATE: January 30, 2020

SUBJECT: **The 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 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

Item 11.

P.O. BOX 540, WATERLOO, IA 50704

ADVERTISING AGREEMENT

Account Number
60000188

THIS AGREEMENT is made as of **February 1, 2020** 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 2020** and end on **The Last Day of January 2021**.

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.
Pulse	Pulse	Insider Rate for a \$12,800 Recruitment Advertising Agreement runs at \$12.00 per column inch.
Ad Messenger	\$450 / Month	30,000 monthly ad messenger Impressions (\$450 per month + Creative)
Creative Charges	Dependent upon display ad & digital ad size	Classified/Retail – 60.01"-120" - \$87 / 30.01"-60" - \$74 / 15.01"-30" - \$59 / 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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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 of the terms of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Adv

doing business or Publisher 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.

Item 11.

5. Indemnification. Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher 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 therefrom. 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.

ADVERTISER

LEE ENTERPRISES, INCORPORATED

By _____

By _____
General Manager / Vice President of Sales

Company Name

David Adams
Print Name/Title

Billing Address / Local Address
220 Clay Street.
Cedar Falls, IA 50613

Salesperson: Kelly Balvanz
New _____ Renew X

2020 EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2020



EMPLOYMENT OPEN INCH RATE

\$85.00 Weekday
\$120.00 Sunday

INSIDER OPEN INCH RATE

\$55.00

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 may apply to Pickup with Change and New Build ads.

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 ad runs in addition to the pricing above.

Item 11.

CONTRACT ADVERTISER DEADLINES

One Column Ads Tuesday thru Friday - 3:00 P.M. Day Before
..... Sunday and Monday - 3:00 P.M. Friday
..... Insider - 3:00 P.M. Friday

*Artwork must be in department by 12 Noon on the day prior to publication.

MULTIPLE COLUMN

AD TO RUN	COPY DEADLINE
Monday	1:00 P.M. Friday
Tuesday	3:00 P.M. Monday
Wednesday	3:00 P.M. Tuesday
Thursday	3:00 P.M. Wednesday
Friday	3:00 P.M. Thursday
Sunday	1:00 P.M. Friday
Pulse	Noon Friday

CANCELLATIONS: Notification must be given by 3:00 P.M. 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:

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

- Agate 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 Classified Advertising only. The Contract is not assignable by The Advertiser.
2. All advertising purchase will be at the rates and conditions on the term indicated on the Publisher's current rate cards, 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 notifying The Advertiser as to the amount of space used on The Contract.

EMPLOYMENT SPECIALIST

Kelly Balvanz 319-291-1474
Ryan Reingardt 319-291-1438



2020 Rates

EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2020



THE COURIER
 100 E. 4th Street | P.O. Box 540 | Waterloo, Iowa 50704

EMPLOYMENT SPECIALIST
 Kelly Balvanz 319-291-1474
 Ryan Reingardt 319-291-1438

THE COURIER






DEPARTMENT OF COMMUNITY DEVELOPMENT

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Robert M. Green and City Council

FROM: Brock Goos, Recreation Program Supervisor 

DATE: January 28, 2020

SUBJECT: Concession Agreement – Birdsall Park Softball Complex

Attached is a three-year extension with Chad's Pizza & Restaurant to provide concessions at the Birdsall Park Softball Complex. This extension is being recommended by the Recreation Division staff.

The contract requires the vendor to furnish all equipment, pay all operating costs (except utilities), and pay the City a minimum of \$8,750 or 33% of gross sales on all products, whichever is the greater amount.

We continue to work with Chad's Pizza & Restaurant to provide our participants with quality concession services, and recommend the three-year extension until February 28, 2023.

Thank you.

EXCLUSIVE CONCESSION AGREEMENT

This Exclusive Concession Agreement (hereinafter called "Agreement") is made and entered into this ____ day of _____, 2020 by and between the City of Cedar Falls, Iowa, (hereinafter called "City") and Alex Funke of Chad's Pizza and Restaurant, (hereinafter called "Concessioner").

The City has determined that the public interest will be best served if after public bid an exclusive right to sell concessions is granted to a private entity to operate a food and beverage concession business at Birdsall Park within the City, and that a percentage of concession sales be paid by the Concessioner to the City, with the Concessioner assuming responsibility for the cost and management of all inventory, supplies, machinery, equipment, employees, licenses, permits, and insurance associated with the concession business. The Concessioner shall be neither an officer nor an employee of the City, and the City will assume no responsibility for the supervision or control of the concession business. The Concessioner shall hold the City harmless and indemnify it for any and all claims associated with the concession business.

In consideration of the mutual covenants and agreements hereinafter contained, the City hereby grants unto the Concessioner the exclusive right to operate a food and beverage, concession business, upon the following terms and conditions:

- 1) LENGTH OF AGREEMENT. This Agreement shall be effective after approval by the City Council of the City of Cedar Falls, Iowa, for a term beginning on March 1, 2020, and ending on February 28, 2023, unless renewed as set forth in Paragraph 7 below, or unless sooner terminated as set forth in Paragraph 2 below.

- 2) TERMINATION. The City reserves the right to terminate this Agreement with or without cause at any time upon 15 days written notice to Concessioner. Otherwise, this Concession Agreement may be terminated with immediate effect upon written notice to Concessioner if one or more of the following occurs: (a) death of Concessioner or of Concessioner's principal if Concessioner is a business entity; (b) disability of Concessioner or Concessioner's principal if Concessioner is a business entity, if such disability renders Concessioner unable to perform the duties and obligations of this Agreement with or without reasonable accommodation; (c) failure by Concessioner to make timely payments according to the payment schedule of fees as called for in this Agreement; (d) suspension or revocation of Concessioner's insurance, licenses or permits as called for in this Agreement and as required by law; (e) breach of any material term or condition of this Agreement; (f) upon the filing by Concessioner of a petition for reorganization, protection from creditors, or bankruptcy petition; (g) damage to or destruction of the concession building or surrounding area making it unsafe or unlawful for Concessioner to carry on its business under this Agreement, unless Concessioner elects to and City agrees

that Concessioner may operate its business in a temporary or mobile unit as provided for in Paragraph 23 below.

Concessioner shall within seven (7) days of receipt of notice of termination remove at its sole expense all of its property and personnel from the concession building. In the event of termination Concessioner shall not be entitled to any damages whatsoever arising out of the Agreement or its termination.

- 3) HOURS OF OPERATION. Concessioner shall have the business open to the general public during the hours as determined by City, primarily to coincide with the playing of all regularly scheduled, rescheduled, or tournament softball games at Birdsall Park. However, the hours of operation need not extend past 10:30 p.m. City shall retain the right to postpone or cancel all activities in the softball area.
- 4) PAYMENTS. Concessioner shall pay as a fee to City, through the Recreation Division office, the sum of 33 % of gross sales, or four (4) equal payments of \$2187.50 each, whichever is greater, for each year that this Agreement is in effect. Said fee shall be paid in accordance with the payment schedule attached as Exhibit "A". Said fee shall be submitted to the Recreation & Community Programs Division Manager for deposit into an account designated by the City.
- 5) FINANCIAL STATEMENTS. Concessioner shall, at least monthly, provide City with a financial statement verifying all deposits, receipts, and merchandise sold from the operation of the concession business. In addition, Concessioner shall make available to City all of its records regarding the operation of the concession business when so requested by City.
- 6) LICENSES. Concessioner shall obtain all licenses, permits, and other documents necessary to operate a food and beverage business, including beer sales, as required by law, at its sole expense.
- 7) RENEWAL OF AGREEMENT. This Agreement may be renewed by the City with approval of the Concessioner, taking into consideration the best interests of City and the general public, for a period of not more than three years. If City does not intend to renew this Agreement, City shall notify Concessioner in writing on or before November 15th, in year the Agreement expires, subject however, to Paragraph 2 of this Agreement.

- 8) ASSIGNMENT OF CONCESSION AGREEMENT. Concessioner shall not assign, sell or in any way transfer the concession business or this Agreement without the prior written consent of City.
- 9) BEER SALES. If the Concessioner sells beer, City reserves the right to prohibit beer sales by Concessioner during youth and school activities at Birdsall Park.
- 10) MACHINERY AND EQUIPMENT. Concessioner shall provide and maintain all machinery and equipment necessary to operate its business at its sole expense.
- 11) ELECTRICITY AND WATER. City shall provide electricity and water to the concession area for use by Concessioner at City's sole expense.
- 12) BUILDING MAINTENANCE. City shall maintain the concession building at its expense, except for the concession portion of the building which shall be maintained by Concessioner in a clean and wholesome condition at all times. Concessioner shall pay for and be responsible for all damages done by it or its employee(s) to said concession building. Concessioner shall not alter the interior or exterior of said concession building without prior written consent of City.
- 13) SIGNS. Concessioner at its sole expense, with prior written consent from City, may erect suitable signs to inform the public of the products available for sale.
- 14) RESTROOMS. City shall be responsible for the cleaning and maintenance of restroom facilities and the collection of refuse in and around the concession building.
- 15) PERSONNEL IN CONCESSION AREA. Only Concessioner's employees or other authorized personnel shall be permitted in the concession building, except as provided for in Paragraph 17 below.
- 16) REMOVAL OR ENCUMBRANCE OF CITY PROPERTY. Concessioner shall not remove or encumber any property or equipment of City located in or around the concession building, nor shall Concessioner dispose of or disburse any funds owed to the City.
- 17) RIGHT OF ENTRY. City shall have the right to enter and examine the concession area at any time it is deemed necessary.

18) INSURANCE. Concessioner shall procure and maintain for the duration of the Agreement and until after the removal of all of its property, at its own expense, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the concession business by the Concessioner, its agents, representatives, employees and subcontractors.

Concessioner shall provide a Certificate of Insurance to the City for the coverage required hereunder.

- a) All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued from companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
- b) All policies required hereunder shall include the Cancellation & Material Changes Endorsement.
- c) Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include liability arising from premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, assumed under an insured contract, including the tort liability of another assumed in a contract. The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commission and/or authorities and their board members, employees and volunteers shall be named as additional insureds on General Liability Policies.
- d) Governmental Immunities Endorsement.
- e) General Liability insurance requirements may be satisfied with a combination of primary and Umbrella/Excess insurance. The Umbrella/Excess insurance shall also be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).
- f) "All Risk" Property insurance covering property owned by the City of Cedar Falls including building and contents no less than \$150,000, valued at replacement cost; used in the course of this contract.
- g) Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
- h) Workers' Compensation: statutory requirements of the State of Iowa.

- i) If the Concessioner sells beer, Dram Shop protections containing coverage to comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverage Division promulgated thereunder with a combined single limit policy with no less than \$1,000,000 coverage per occurrence. The City of Cedar Falls, its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, shall be shown as "Additional Insured" on all liquor liability policies.
 - j) Waiver of Subrogation: Concessioner hereby releases the City and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers from and against any and all liability or responsibility to the Concessioner by way of subrogation or otherwise for loss or expense related to liability, property, and/or workers' compensation insurance, unless such loss or expense is due to the negligence of the City, but then only to the extent that the City, including its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, does not have governmental immunity from such loss or expense.
 - k) Failure to provide and maintain the required insurance shall be considered a material breach of this agreement and shall allow the City to terminate this agreement and/or purchase said insurance at Concessioner's expense.
- 19) HOLD HARMLESS/INDEMNITY AGREEMENT. To the fullest extent permitted by law, the Concessioner agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers or others working on behalf of the City against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the operation of the concession business under this Agreement. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers or others working on behalf of the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense

for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the operation of the concession business due to accidents, mishaps, misconduct, negligence or injuries either in person or property, except for and to the extent caused by the negligence of the City.

- 20) LIABILITY FOR EQUIPMENT AND SUPPLIES. City shall not be responsible in any way for lost, stolen, or damaged equipment or supplies of Concessioner. Concessioner shall be solely responsible for the cost of all of the equipment and supplies necessary for the concession business.
- 21) NUMBERS OF EMPLOYEES. Concessioner shall supply at its sole expense a sufficient number of employees to adequately serve the public during the hours of operation.
- 22) SALE PRICES OF PRODUCTS. Prices for products sold to the general public shall not exceed reasonable competitive prices. Concessioner shall provide the City with a list of products and prices each April 15th, for the period covered by this agreement.
- 23) TOTAL OR PARTIAL DESTRUCTION OF CONCESSION BUILDING. In the event of fire or other casualty causing partial or total destruction to the concession building, City at its option may rebuild, repair or replace the building. During the period of rebuilding, repair or replacement, or in the event City does not rebuild, repair or replace the building, Concessioner shall have the option, if agreeable to the City, of continuing to operate the concession business from a temporary or mobile unit for the remainder of the term of this Agreement. In no event shall City be liable to Concessioner for loss or loss of use of the concession building or surrounding area or for lost profits, lost business opportunity or any other consequential damages or loss.
- 24) EXCLUSIVE CONCESSION AREA. The exclusive right to operate a concession business extends only to the area in and around the concession building and nearby ballfield complex located in Birdsall Park in Cedar Falls, Iowa, as depicted in the diagram attached as Exhibit "B".
- 25) AMENDMENT. This Agreement may be modified only by written agreement in advance, signed by authorized representatives of City and Concessioner.

26) WAIVER. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

27) ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Agreement.

28) NOTICES. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by ordinary mail to:

If to City: City of Cedar Falls
 Recreation & Community Programs Division Manager
 220 Clay Street
 Cedar Falls, IA 50613

If to Concessioner: Chad's Pizza and Restaurant, Alex Funke
 Concessioner Name

 909 West 23rd Street
 Address

 Cedar Falls Iowa, 50613
 City, State, Zip Code



CITY OF CEDAR FALLS

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss.

This instrument was acknowledged before me on this _____, 20____, by James P. Brown, Mayor, and Jacque Danielsen, CMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

CONCESSIONER

AK Feb
NAME

1/24/20
Date

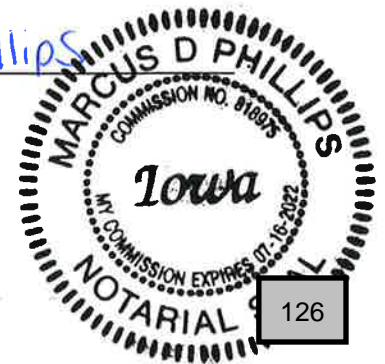
STATE OF IOWA)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on,

January 24th 20 20, by

Marcus D. Phillips

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



PAYMENT SCHEDULE

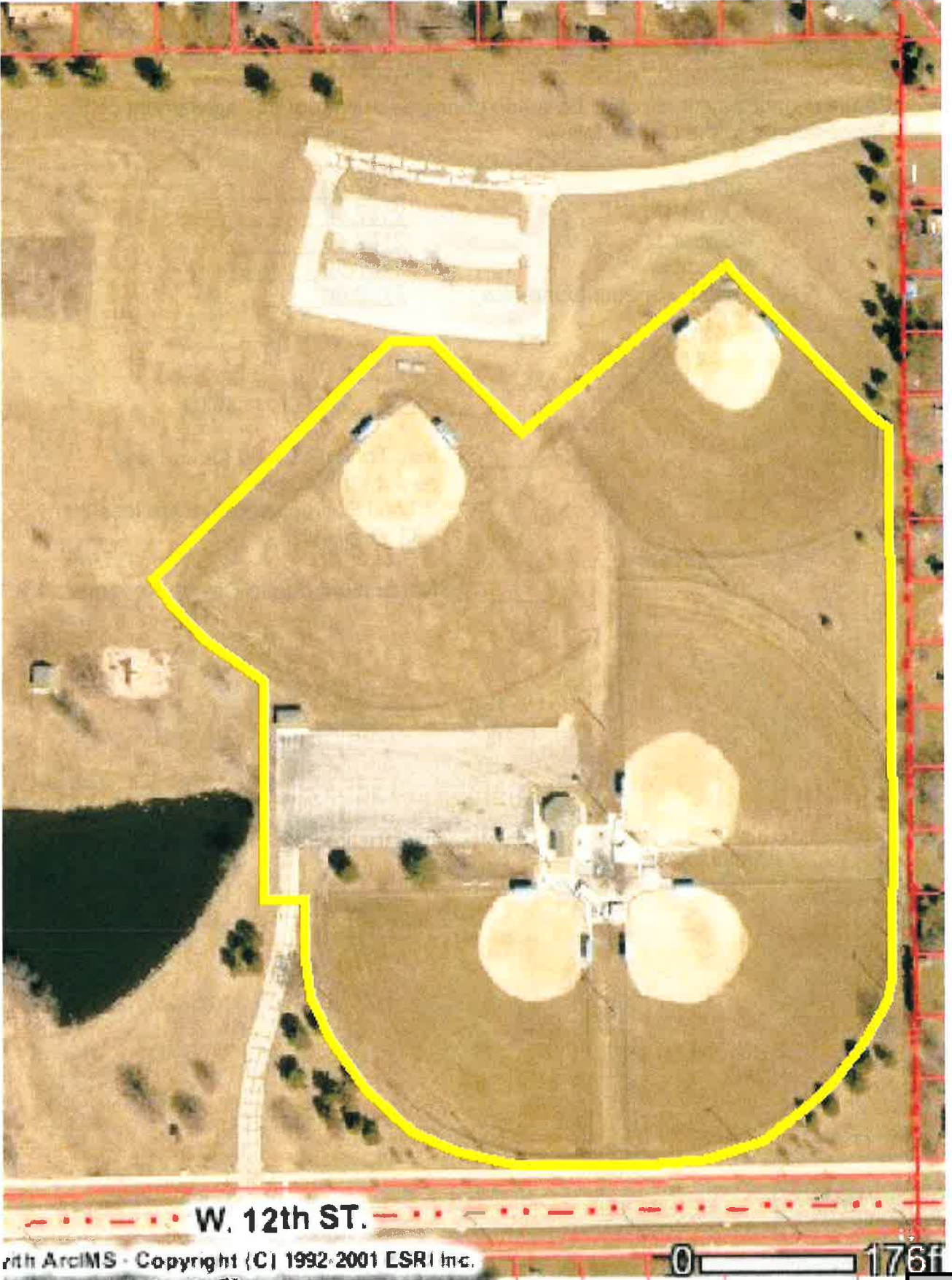
Concessioner payments shall be made during each year of this agreement by the Concessioner to the City as follows:

June 1 st	<u>2187.50</u>
August 1 st	<u>2187.50</u>
October 1 st	<u>2187.50</u>
November 1 st	<u>2187.50</u>
Total Payments (June-Nov)	<u>8750.00</u>

_____ = 33 % of gross sales

- _____ less Total fees paid (June-Nov)
as set forth above,
if Total Payments above are less than
33 % of sales

= _____ Net amount due to City on November 1st



**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 Robert M Green and City Council

FROM: Terra Ray, Engineering Technician II

DATE: January 29, 2020

SUBJECT: Oak Park Sanitary Sewer Repair
City Project Number SA-002-3182

The City of Cedar Falls is planning to repair the Sanitary Sewer for Oak Park. The project will require the acquisition of temporary and permanent easements from 8 properties to complete repairs. This project is scheduled to start in the 2020 construction season.

We recommend that the City Council approve and execute Parcel 12,13 and 14 Temporary Easements and record at the black hawk county courthouse.

Xc: Chase Schrage, Director of Public Works
Mike Nyman, Manager Cedar Falls WRF

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 3011 Minnetonka Drive COUNTY TAX PARCEL NO. 8914-02-301-016
PARCEL NO. 12
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2020, by and between David P. Heisterkamp and Valerie S. Heisterkamp, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows:

See Attached Temporary Easement Plat.

and which include the following improvements of whatever type situated on the premises:

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed and temporary easement agreement(s), conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>100.00</u>	on possession and conveyance	After Council Approval
\$ _____	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	--	sq. ft.	\$--
Underlying Fee Title	--	sq. ft.	\$--
Temporary Easement 746		sq. ft.	\$ 100.00
Permanent Easement--		sq. ft.	\$--
Buildings			\$--
Severance Damages:			\$--

5. Seller also agrees to execute a Temporary Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: _____/NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 6 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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

This instrument was acknowledged before me on 3rd day of January, 2020, by David + Valerie Heisterkamp.

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

My Commission Expires: 3-7-20



STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ day of _____, 2020, by _____.

Notary Public in and for the State of _____

My Commission Expires: _____

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2020.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned David P. Heisterkamp and Valerie S. Heisterkamp, (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 Oak Park Sanitary Sewer 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.

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

This easement shall be temporary in nature, terminating upon the completion of the 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.

By  David P. Heisterkamp By  Valerie S. Heisterkamp

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

David P. Heisterkamp
David P. Heisterkamp

Valerie S. Heisterkamp
Valerie S. Heisterkamp

1. For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on January 3rd 2020
(Date) by David Heisterkamp

Valerie Heisterkamp
Name(s) of individual(s)

[Signature]
Signature of notarial officer



Stamp
[Notary Officer]
Title of Office

[My commission expires: 3-7-20]

ms 2. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on January 3rd 2020
(Date) by Valerie Heisterkamp

Name(s) of individual(s) as _____
(type of authority, such as officer or trustee)
of _____

(name of party on behalf of whom record was executed) .

Signature of notarial officer

Stamp

[Title of Office]

[My commission expires:]

BUYERS APPROVAL

By: Robert M Green, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Notary Stamp Above

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

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
twforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 90
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EASEMENT DESCRIPTION

A PART OF LOT 90, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 90; THENCE NORTH 54°42'41" WEST ALONG THE WESTERLY LINE OF SAID LOT 90, A DISTANCE OF 71.05 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 90; THENCE NORTH 35°16'10" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 90, A DISTANCE OF 10.00 FEET; THENCE SOUTH 54°42'41" EAST, 71.05 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 140.00 FEET, WHOSE LENGTH IS 7.00 FEET AND WHOSE CHORD BEARS SOUTH 53°16'42" EAST, A DISTANCE OF 7.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 90; THENCE SOUTH 70°45'24" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 12.06 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (746 SQUARE FEET) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

<u>Survey</u>	<u>Found</u>	<u>Set</u>
Section Corner	▲	△
1/2" Rebar	●	○
ROW Rail (Unless Otherwise Noted)	⊢	
Calculated Point	P	
Platted Distance	M	
Measured Bearing & Distance	R	
Recorded As	D	
Deed Distance	C	
Calculated Distance		---
Centerline		----
Section Line		-----
1/4 Section Line		-----
1/4 1/4 Section Line		-----
Easement Line		-----

DATE OF SURVEY

06-03-2019

OWNER

DAVID P. HEISTERKAMP
VALERIE S. HEISTERKAMP

BASIS OF BEARING

THE SOUTHERLY LINE OF LOT 90, 91 & 92
IS ASSUMED TO BEAR NORTH 54°42'41" WEST

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 90, ROYAL OAKS ESTATES

SNYDER & ASSOCIATES

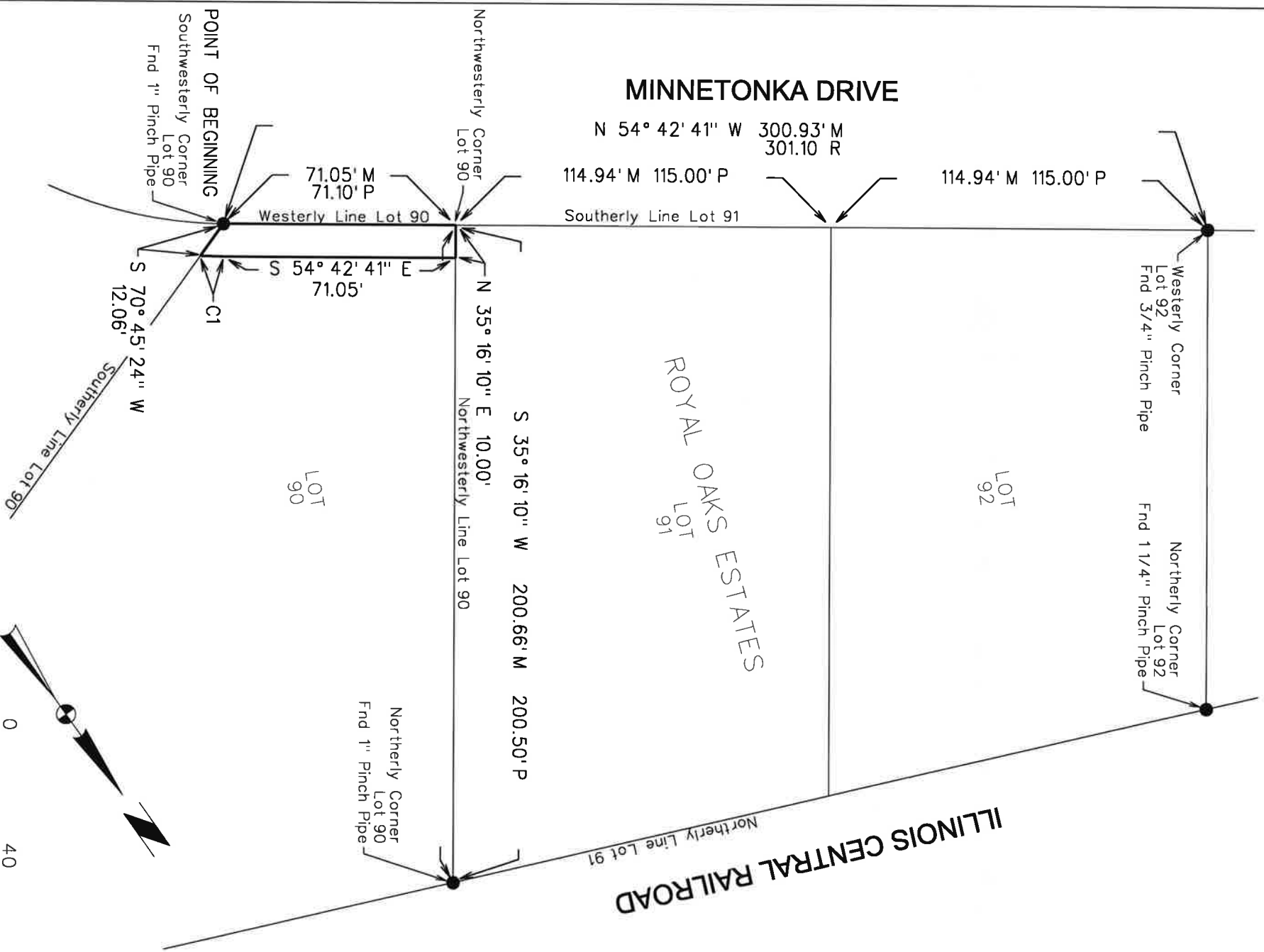
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

Intelligence, Planning, Property, Construction, Wet Space's Standard Printing Plan, Tables & Lists 1.0

SHEET 1 OF 2
PN: 1190115
FLD BK:
DATE: 11/21/
PMTECH: TW

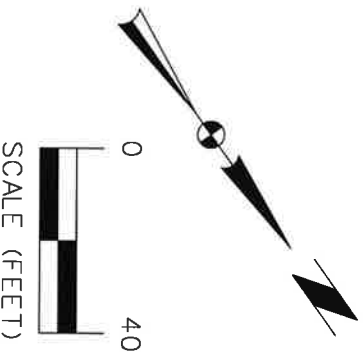
Item 13.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	2° 51' 57" RT	140.00'	7.00'	3.50'	S 53° 16' 42" E 7.00'



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LOT 90, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	2 OF 2
PN:	1190115
FLD BK:	PG:
DATE:	11/21/19
PNMTECH:	TWF

Vertical Alignment: 11/20/19
Plan: 11/20/19
Civil: 11/20/19
Survey: 11/20/19
Title: 11/20/19

11/20/19 Volume 19 of 19, Page 139 of 139
11/20/19 Volume 19 of 19, Page 139 of 139

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 3003 Minnetonka Drive COUNTY TAX PARCEL NO. 8914-02-301-017
PARCEL NO. 13
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2020, by and between Darci K. Lenehan and Jamie E. Lenehan, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows:

See Attached Temporary Easement Plat.

and which include the following improvements of whatever type situated on the premises:

- The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed and temporary easement agreement(s), conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 118.00	on possession and conveyance	After Council Approval
\$ _____	TOTAL LUMP SUM	


BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	--	sq. ft.	\$--
Underlying Fee Title	--	sq. ft.	\$--
Temporary Easement	1,045	sq. ft.	\$ 118.00
Permanent Easement	--	sq. ft.	\$--
Buildings			\$--
Severance Damages:			\$--

5. Seller also agrees to execute a Temporary Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: _____/NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 6 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.


Darci K. Lenehan


Jamie E. Lenehan

1. For an acknowledgment in an individual capacity:

State of Iowa
County of Blackhawk

This record was acknowledged before me on January 4, 2020

(Date) by _____

Darci K. Lenehan
Name(s) of individual(s)

Colleen Kruger
Signature of notarial officer



Stamp
Vice-President
Title of Office

[My commission expires: 5-26-2022

2. For an acknowledgment in a representative capacity:

State of _____
County of _____

This record was acknowledged before me on _____
(Date) by _____

Name(s) of individual(s) as _____
(type of authority, such as officer or trustee)
of _____

(name of party on behalf of whom record was executed) .

Signature of notarial officer _____

Stamp

[Title of Office]

[My commission expires: _____]

BUYER'S APPROVAL

By: Robert M. Green, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Notary Stamp Above

Prepared by: Terra Ray, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The undersigned Darci K. Lenehan and Jamie E. Lenehan, (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 Oak Park Sanitary Sewer 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.

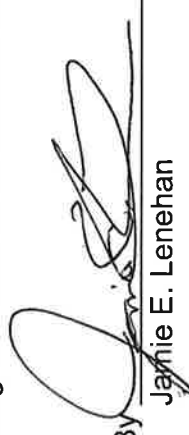
Said easement is granted over the following described real estate owned by Grantor to-wit:

Temporary Construction Easement Exhibit

This easement shall be temporary in nature, terminating upon the completion of the 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.

By 
Darci K. Lenehan

By 
Jamie E. Lenehan

STATE OF Iowa)
COUNTY OF Chickasaw) ss.

This instrument was acknowledged before me on 4th day of January, 2020, by Darci Kan Plante & Leehan.

Notary Public in and for the State of Iowa

My Commission Expires: 5-26-2022



STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me on _____ day of _____, 2020, by _____.

Notary Public in and for the State of _____

My Commission Expires: _____

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2020.

CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

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

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

Item 13.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
twforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 89
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EASEMENT DESCRIPTION

A PART OF LOT 89, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 89; THENCE NORTH 70°45'24" EAST ALONG THE NORTHERLY LINE OF SAID LOT 89, A DISTANCE OF 12.06 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 140.00 FEET, WHOSE LENGTH IS 106.10 FEET AND WHOSE CHORD BEARS SOUTH 30°08'03" EAST, A DISTANCE OF 103.58 FEET TO THE SOUTHERLY LINE OF SAID LOT 89; THENCE NORTH 82°27'33" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.37 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 89; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 89 AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 130.00 FEET, WHOSE LENGTH IS 102.18 FEET AND WHOSE CHORD BEARS NORTH 32°13'44" WEST, A DISTANCE OF 99.59 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (1,045 SQUARE FEET) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

Survey
Section Corner
1/2" Rebar
(Unless Otherwise Noted)
ROW Rail
Calculated Point
Plotted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

Found
▲ ●
+ P M R D C

Set
△ ○

DATE OF SURVEY

06-03-2019

OWNER

DARCIK. LENEHAN
JAMIE E. LENEHAN

BASIS OF BEARING

THE WESTERLY LINE OF LOT 90 IS
ASSUMED TO BEAR SOUTH 35°16'10" WEST

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 89, ROYAL OAKS ESTATES

 **SNYDER
& ASSOCIATES**

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 1 OF 2

PN: 1190115

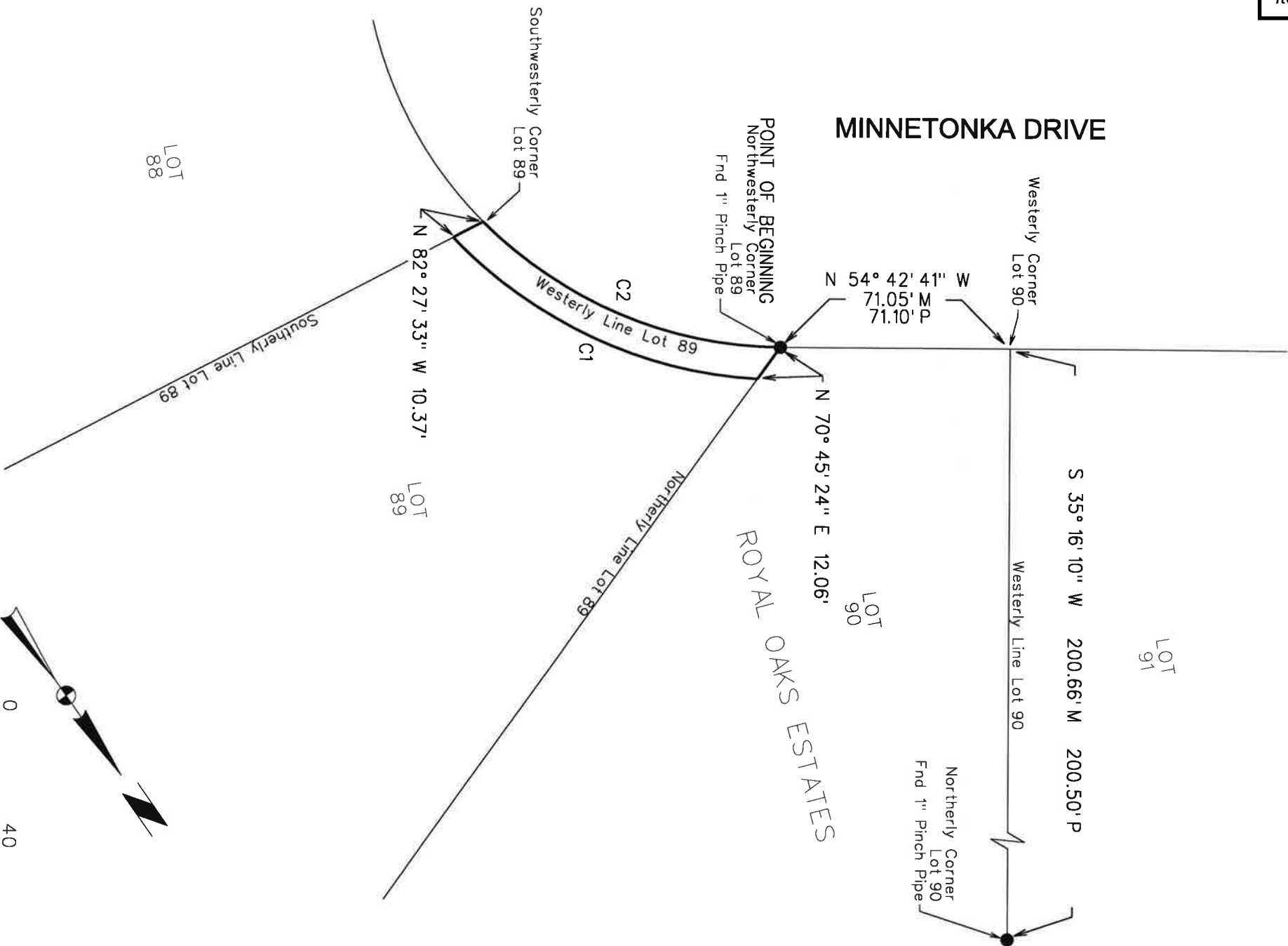
FLD BK:

DATE: 11/21/

PMTECH: TW

Item 13.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	43° 25' 21" RT	140.00'	106.10'	55.74'	S 30° 08' 03" E 103.58'
C2	44° 52' 42" LT	130.00'	102.18'	53.87'	N 32° 13' 44" W 99.59'

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LOT 89, ROYAL OAKS ESTATES



S NYDER & ASSOCIATES

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 2 OF 2
 PN: 1190115
 FLD BK: PG:
 DATE: 11/21/19
 PM/TECH: TW/F

W:\Projects\190115\190115.dwg
 V:\Users\jerry_kandig\p01\190115\190115.dwg
 11/22/2019 10:05:03 AM
 jerry_kandig

V:\Gensha\Volume\Projects\190115\190115.dwg
 11/22/2019 10:05:03 AM
 jerry_kandig

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 2927 Minnetonka Drive COUNTY TAX PARCEL NO. 8914-02-301-043
PARCEL NO. 14
PROJECT NO. SA-002-3182 PROJECT NAME: Oak Park Sanitary Sewer Repair

THIS AGREEMENT entered into this _____ day of _____, 2020, by and between Richard h. Dobson, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a temporary easement agreement(s), on form(s) furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows:

See Attached Temporary Easement Plat.

and which include the following improvements of whatever type situated on the premises:

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed and temporary easement agreement(s), conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 117.00	on possession and conveyance	After Council Approval
\$ _____	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	--	sq. ft.	\$--
Underlying Fee Title	--	sq. ft.	\$--
Temporary Easement 1,041		sq. ft.	\$ 117.00
Permanent Easement--		sq. ft.	\$--
Buildings			\$--
Severance Damages:			\$--

5. Seller also agrees to execute a Temporary Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: _____/NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.
Names and address of lienholders are: _____
8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 6 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Richard H. Dobson
Richard H. Dobson

N/A
Spouse

1. For an acknowledgment in an individual capacity:

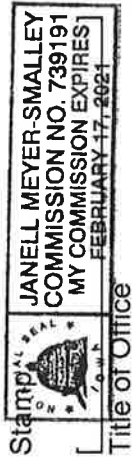
State of *IOWA*
County of *Black Hawk*

This record was acknowledged before me on *1-9-2020*

(Date) by _____

Richard Dobson
Name(s) of individual(s)

Janelle Meyer-Smalley
Signature of notarial officer



Title of Office

[My commission expires: _____]

2. For an acknowledgment in a representative capacity:

State of _____
County of _____

This record was acknowledged before me on _____
(Date) by _____

Name(s) of individual(s) as _____

(type of authority, such as officer or trustee)
of _____

(name of party on behalf of whom record was executed) .

Signature of notarial officer

Stamp

[
Title of Office]

[My commission expires: _____]

BUYER'S APPROVAL

By: Robert M. Green, Mayor (date)

By: Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Notary Stamp Above

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this _____ day of _____, 20____, by Richard H Dobson (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.
3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Richard Dobson:



Spouse:

N/A

Date:

01/09/2020

State of IOWA)
County of Black Hawk)

This record was acknowledged before me on the 9 day of JAN
2020, by RICHARD DOBSON, and _____.

Janelle Meyer-Smalley
Signature of notarial officer



[My commission expires: 2-17-21]

THE UNIVERSITY OF
CALIFORNIA LIBRARY
100 S. UNIVERSITY AVENUE
LOS ANGELES, CALIF. 90024

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:
CITY OF CEDAR FALLS, IOWA

Robert M. Green, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

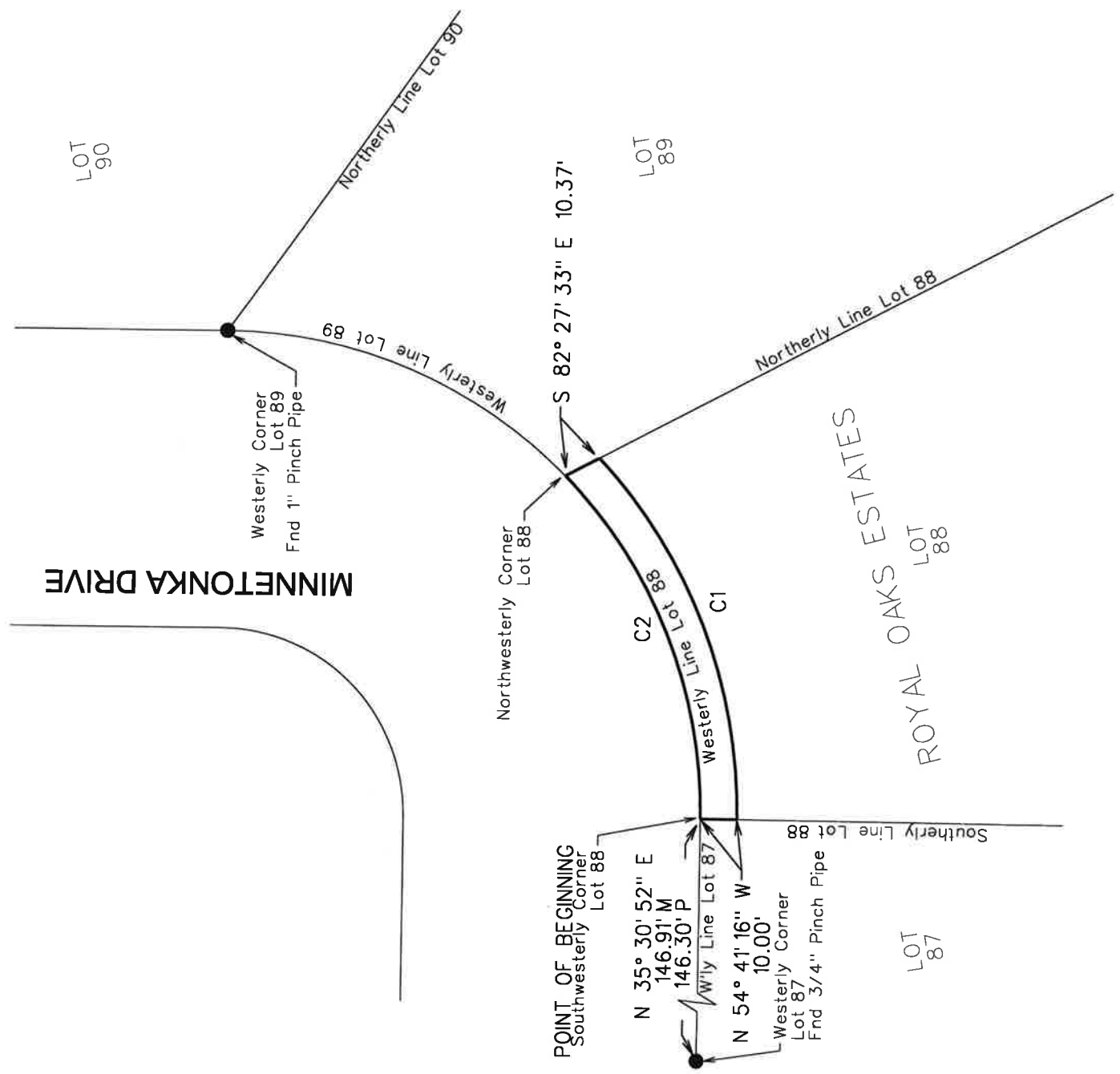
County of _____)

This instrument was acknowledged before me on _____,
20__, by _____, Robert M. Green, Mayor, and Jacqueline Danielsen,
MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires: _____

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	43° 45' 25" RT	140.00'	106.92'	56.22'	S 13° 27' 19" W 104.34'
C2	44° 52' 39" LT	130.00'	102.14'	53.85'	N 12° 51' 42" E 99.55'

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

LOT 88, ROYAL OAKS ESTATES



SNYDER & ASSOCIATES

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 2 OF 2
PN: 1190115
FLDBK: PG:
DATE: 11/21/19
PM/TECH: TWf

Item 13.

\\Gemin\Volume\Projects\2019\19_0115_08\CAD\PLAT_Desktop_1.dwg 11/23/2019 11:00AM

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
SNYDER & ASSOCIATES, INC.
5005 BOWLING ST. SW, SUITE A
CEDAR RAPIDS, IOWA 52404
319-362-9394
twforinash@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 88
ROYAL OAKS ESTATES
REQUESTED BY:
CITY OF CEDAR FALLS

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EASEMENT DESCRIPTION

A PART OF LOT 88, ROYAL OAKS ESTATES, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 87, ROYAL OAKS ESTATES; THENCE NORTH 35°30'52" EAST ALONG THE WESTERLY LINE OF SAID LOT 87, A DISTANCE OF 146.91 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 88 AND TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 88 AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 130.00 FEET, WHOSE LENGTH IS 102.14 FEET AND WHOSE CHORD BEARS NORTH 12°51'42" EAST, A DISTANCE OF 99.55 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 88; THENCE SOUTH 82°27'33" EAST ALONG THE NORTHERLY LINE OF SAID LOT 88, A DISTANCE OF 10.37 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 140.00 FEET, WHOSE LENGTH IS 106.92 FEET AND WHOSE CHORD BEARS SOUTH 13°27'19" WEST, A DISTANCE OF 104.34 FEET TO THE SOUTHERLY LINE OF SAID LOT 88; THENCE NORTH 54°41'16" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES (1,041 SQUARE FEET) MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

Survey
Section Corner
1/2" Rebar
(Unless Otherwise Noted)
ROW Rail
Calculated Point
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 Section Line
Easement Line

Found **Set**
▲ △
● ○
± + P M R D
C

DATE OF SURVEY

06-03-2019

OWNER

RICHARD H. DOBSON

BASIS OF BEARING

THE WESTERLY LINE OF LOT 90 IS ASSUMED TO BEAR SOUTH 35°16'10" WEST

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
LOT 88, ROYAL OAKS ESTATES



5005 BOWLING STREET S.W.,
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 1 OF 2
PN: 1190115
FLD BK: PG:
DATE: 11/21/19
PM/TECH: TWF



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Rob M. Green and City Council
FROM: Benjamin Claypool, Civil Engineer II, PhD, EI
DATE: January 28th, 2020
SUBJECT: Downtown Streetscape and Reconstruction Project
Project No. RC-000-3180
Bid Opening

On Tuesday, January 21st, 2020 at 2:00 p.m., bids were received and opened for the Downtown Streetscape and Reconstruction Project. A total of three (3) bids were received, with K. Cunningham Construction Company, Inc. the low bidder:

Table with 5 columns: Bidder, Base Bid, Bid Add Alternate #1, Bid Add Alternate #2, Total Bid (Base Bid + Bid Add Alternates 1 & 2). Rows include Engineering Estimate, K. Cunningham Construction Co., Inc., Petersen Contractors Inc., and Hardscape Solutions of Iowa, Inc.

The Engineer's Estimate for this project was \$2,182,134.00. K. Cunningham Construction Company, Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$2,219,154.80. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from K. Cunningham Construction Company, Inc. in the amount of \$2,219,154.80. On February 17th, 2020, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS
Downtown Streetscape and Reconstruction
City of Cedar Falls - Project Number RC-000-3180

January 21, 2020 at 2:00 PM		BASE BID	ENGINEER'S ESTIMATE		1		2		3		BID AVERAGE			
					K. Cunningham Construction Co., Inc.		Peterson Contractors, Inc.		Hardscape Solutions of Iowa, Inc					
ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
1	2010-108-C-0	Clearing and Grubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,600.00	\$ 5,000.00	\$ 5,000.00	\$ 3,250.00	\$ 3,250.00	\$ 3,283.33	\$ 3,283.33
2	2010-108-D-3	Topsoil, Off-site	CY	80	\$ 100.00	\$ 8,000.00	\$ 75.00	\$ 6,000.00	\$ 90.00	\$ 7,200.00	\$ 130.00	\$ 10,400.00	\$ 98.33	\$ 7,866.67
3	2010-108-E-0	Excavation, Class 10	CY	844	\$ 20.00	\$ 16,880.00	\$ 12.00	\$ 10,128.00	\$ 35.00	\$ 29,540.00	\$ 21.00	\$ 17,724.00	\$ 22.67	\$ 19,130.67
4	2010-108-E-0	Excavation, Class 13	CY	355	\$ 15.00	\$ 5,325.00	\$ 15.00	\$ 5,325.00	\$ 40.00	\$ 14,200.00	\$ 82.00	\$ 29,110.00	\$ 45.67	\$ 16,211.67
5	2010-108-F-0	Below Grade Excavation (Core Out)	CY	1040	\$ 5.00	\$ 5,200.00	\$ 42.00	\$ 43,680.00	\$ 20.00	\$ 20,800.00	\$ 66.00	\$ 68,640.00	\$ 42.67	\$ 44,373.33
6	2010-108-G-0	Subgrade Preparation, 12" Depth	SY	3915	\$ 5.00	\$ 19,575.00	\$ 2.00	\$ 7,830.00	\$ 5.00	\$ 19,575.00	\$ 2.50	\$ 9,787.50	\$ 3.17	\$ 12,397.50
7	2010-108-I-0	Subbase, 8" Modified	SY	3915	\$ 12.00	\$ 46,980.00	\$ 9.00	\$ 35,235.00	\$ 10.00	\$ 39,150.00	\$ 11.25	\$ 44,043.75	\$ 10.08	\$ 39,476.25
8	2010-108-I-1	Subbase, 8" 3/4" Road Stone	SY	1586	\$ 12.00	\$ 19,032.00	\$ 8.30	\$ 13,163.80	\$ 11.00	\$ 17,446.00	\$ 31.92	\$ 50,625.12	\$ 17.07	\$ 27,078.31
9	2010-108-I-2	Subbase, 2", 3/4" Road Stone	SY	3148	\$ 3.00	\$ 9,444.00	\$ 6.25	\$ 19,675.00	\$ 7.25	\$ 22,823.00	\$ 17.49	\$ 55,058.52	\$ 10.33	\$ 32,518.84
10	2010-108-L-0	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00
11	2010-108-M-0	Sampling and Testing For Petroleum Contamination (Remediation)	EA	5	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,000.00	\$ 10,000.00	\$ 2,166.67	\$ 10,833.33
12	2010-108-N-0	Excavation and Disposal of Contaminated Soil	CY	207	\$ 100.00	\$ 20,700.00	\$ 125.00	\$ 25,875.00	\$ 135.00	\$ 27,945.00	\$ 65.00	\$ 13,455.00	\$ 108.33	\$ 22,425.00
13	3010-108-C-0	Trench Foundation	TON	245	\$ 25.00	\$ 6,125.00	\$ 25.90	\$ 6,345.50	\$ 30.00	\$ 7,350.00	\$ 53.00	\$ 12,985.00	\$ 36.30	\$ 8,893.50
14	3010-108-F-0	Trench Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
15	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 10"	LF	6	\$ 170.00	\$ 1,020.00	\$ 75.00	\$ 450.00	\$ 140.00	\$ 840.00	\$ 280.00	\$ 1,680.00	\$ 165.00	\$ 990.00
16	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 12"	LF	316	\$ 52.00	\$ 16,432.00	\$ 60.00	\$ 18,960.00	\$ 116.00	\$ 36,656.00	\$ 150.00	\$ 47,400.00	\$ 108.67	\$ 34,338.67
17	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 15"	LF	6	\$ 180.00	\$ 1,080.00	\$ 100.00	\$ 600.00	\$ 176.00	\$ 1,056.00	\$ 285.00	\$ 1,710.00	\$ 187.00	\$ 1,122.00
18	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC (ASTM F 679), 18"	LF	6	\$ 190.00	\$ 1,140.00	\$ 125.00	\$ 750.00	\$ 235.00	\$ 1,410.00	\$ 368.00	\$ 2,208.00	\$ 242.67	\$ 1,456.00
19	4010-108-A-1	Sanitary Sewer, Trenched, Solid Wall PVC (ASTM F 679), 24"	LF	8	\$ 200.00	\$ 1,600.00	\$ 1,000.00	\$ 8,000.00	\$ 325.00	\$ 2,600.00	\$ 474.00	\$ 3,792.00	\$ 599.67	\$ 4,797.33
20	4010-108-E-0	Sanitary Sewer Service Stub, PVC SDR 23.5, 4"	EA	5	\$ 2,750.00	\$ 13,750.00	\$ 2,700.00	\$ 13,500.00	\$ 2,750.00	\$ 13,750.00	\$ 2,500.00	\$ 12,500.00	\$ 2,650.00	\$ 13,250.00
21	4010-108-H-0	Removal of Sanitary Sewer, All Types, All Sizes	LF	342	\$ 5.00	\$ 1,710.00	\$ 7.00	\$ 2,394.00	\$ 12.50	\$ 4,275.00	\$ 15.00	\$ 5,130.00	\$ 11.50	\$ 3,933.00
22	4020-108-A-1	Storm Sewer, Trenched, PVC, 10"	LF	9	\$ 120.00	\$ 1,080.00	\$ 36.00	\$ 324.00	\$ 48.00	\$ 432.00	\$ 140.00	\$ 1,260.00	\$ 74.67	\$ 672.00
23	4020-108-A-1	Storm Sewer, Trenched, RCP, 15"	LF	417	\$ 65.00	\$ 27,105.00	\$ 55.00	\$ 22,935.00	\$ 52.50	\$ 21,892.50	\$ 100.00	\$ 41,700.00	\$ 69.17	\$ 28,842.50
24	4020-108-A-1	Storm Sewer, Trenched, RCP, 24"	LF	112	\$ 75.00	\$ 8,400.00	\$ 75.00	\$ 8,400.00	\$ 65.00	\$ 7,280.00	\$ 175.00	\$ 19,600.00	\$ 105.00	\$ 11,760.00
25	4020-108-C-0	Removal of Storm Sewer, All Types, All Sizes	LF	340	\$ 8.00	\$ 2,720.00	\$ 10.00	\$ 3,400.00	\$ 20.00	\$ 6,800.00	\$ 25.00	\$ 8,500.00	\$ 18.33	\$ 6,233.33
26	4040-108-A-0	Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6"	LF	2756	\$ 16.00	\$ 44,096.00	\$ 10.75	\$ 29,627.00	\$ 13.75	\$ 37,895.00	\$ 40.00	\$ 110,240.00	\$ 21.50	\$ 59,254.00
27	4040-108-C-0	Subdrain Cleanout, Type A-1, 6"	EA	10	\$ 750.00	\$ 7,500.00	\$ 550.00	\$ 5,500.00	\$ 650.00	\$ 6,500.00	\$ 450.00	\$ 4,500.00	\$ 550.00	\$ 5,500.00
28	4040-108-D-0	Subdrain Outlets and Connections, CMP, 8" (Per CF Detail CFD.01)	EA	44	\$ 400.00	\$ 17,600.00	\$ 200.00	\$ 8,800.00	\$ 235.00	\$ 10,340.00	\$ 350.00	\$ 15,400.00	\$ 261.67	\$ 11,513.33
29	5010-108-A-1	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 6"	LF	20	\$ 55.00	\$ 1,100.00	\$ 45.00	\$ 900.00	\$ 86.00	\$ 1,720.00	\$ 255.00	\$ 5,100.00	\$ 128.67	\$ 2,573.33
30	5010-108-A-1	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8"	LF	787	\$ 60.00	\$ 47,220.00	\$ 50.00	\$ 39,350.00	\$ 55.00	\$ 43,285.00	\$ 87.50	\$ 68,862.50	\$ 64.17	\$ 50,499.17
31	5010-108-C-2	Fitting, Ductile Iron, All Sizes	LBS	1280	\$ 15.00	\$ 19,200.00	\$ 8.00	\$ 10,240.00	\$ 13.50	\$ 17,280.00	\$ 5.50	\$ 7,040.00	\$ 9.00	\$ 11,520.00
32	5010-108-C-3	Fitting, Mechanical Joint Restraint Gland or Gasket, 8"	EA	8	\$ 250.00	\$ 2,000.00	\$ 125.00	\$ 1,000.00	\$ 150.00	\$ 1,200.00	\$ 285.00	\$ 2,280.00	\$ 186.67	\$ 1,493.33
33	5010-108-D-0	Water Service, Copper, Type K, 2" with Curb Stop	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 2,500.00	\$ 5,000.00	\$ 3,000.00	\$ 6,000.00	\$ 4,250.00	\$ 8,500.00	\$ 3,250.00	\$ 6,500.00
34	5010-108-E-3	Water Service, Copper, Type K, 1" with Curb Stop	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,333.33	\$ 9,333.33
35	5020-108-A-0	Gate Valve, 8"	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00	\$ 3,750.00	\$ 11,250.00	\$ 3,000.00	\$ 9,000.00	\$ 2,916.67	\$ 8,750.00
36	5020-108-A-0	Gate Valve, 12"	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 2,800.00	\$ 2,800.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00
37	5020-108-D-0	Flushing Device (Blowoff), Temporary, 4"	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 3,700.00	\$ 3,700.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,233.33	\$ 5,233.33
38	5020-108-H-0	Fire Hydrant Adjustment	EA	3	\$ 500.00	\$ 1,500.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00	\$ 833.33	\$ 2,500.00
39	5020-108-K-0	Valve Box Removal	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 375.00	\$ 750.00	\$ 450.00	\$ 900.00	\$ 441.67	\$ 883.33
40	6010-108-A-0	Manhole, SW-301, Circular Sanitary, 48"	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 13,500.00	\$ 13,500.00	\$ 6,600.00	\$ 6,600.00	\$ 8,366.67	\$ 8,366.67
41	6010-108-A-0	Manhole, SW-401, Circular Storm, 48"	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 4,200.00	\$ 4,200.00	\$ 3,750.00	\$ 3,750.00	\$ 4,000.00	\$ 4,000.00	\$ 3,983.33	\$ 3,983.33
42	6010-108-A-1	Manhole, SW-401, Circular Storm, 48", Special	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,200.00	\$ 4,200.00	\$ 4,250.00	\$ 4,250.00	\$ 4,000.00	\$ 4,000.00	\$ 4,150.00	\$ 4,150.00
43	6010-108-B-0	Intake, SW-501, Single Grate	EA	9	\$ 4,000.00	\$ 36,000.00	\$ 3,400.00	\$ 30,600.00	\$ 5,750.00	\$ 51,750.00	\$ 3,750.00	\$ 33,750.00	\$ 4,300.00	\$ 38,700.00
44	6010-108-B-0	Intake, SW-511, Rectangular Area Intake	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 3,600.00	\$ 14,400.00	\$ 5,500.00	\$ 22,000.00	\$ 3,800.00	\$ 15,200.00	\$ 4,300.00	\$ 17,200.00
45	6010-108-B-0	Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12"	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,800.00	\$ 3,000.00	\$ 6,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,966.67	\$ 3,933.33
46	6010-108-E-0	Manhole or Intake Adjustment, Minor	EA	5	\$ 800.00	\$ 4,000.00	\$ 850.00	\$ 4,250.00	\$ 1,200.00	\$ 6,000.00	\$ 450.00	\$ 2,250.00	\$ 833.33	\$ 4,166.67
47	6010-108-G-0	Connection to Existing Manhole or Intake	EA	8	\$ 700.00	\$ 5,600.00	\$ 500.00	\$ 4,000.00	\$ 1,750.00	\$ 14,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,250.00	\$ 10,000.00
48	6010-108-H-0	Remove Manhole	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00	\$ 4,250.00	\$ 8,500.00	\$ 550.00	\$ 1,100.00	\$ 1,933.33	\$ 3,866.67
49	6010-108-H-0	Remove Intake	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 700.00	\$ 4,200.00	\$ 1,200.00	\$ 7,200.00	\$ 525.00	\$ 3,150.00	\$ 808.33	\$ 4,850.00
50	7010-108-A-0	Pavement, PCC, 8"	SY	3609	\$ 70.00	\$ 252,630.00	\$ 54.25	\$ 195,788.25	\$ 55.00	\$ 198,495.00	\$ 56.00	\$ 202,104.00	\$ 55.08	\$ 198,795.75
51	7010-108-E-0	Curb and Gutter, 6" Width, 6" Thickness	LF	480	\$ 40.00	\$ 19,200.00	\$ 41.85	\$ 20,088.00	\$ 42.00	\$ 20,160.00	\$ 38.00	\$ 18,240.00	\$ 40.62	\$ 19,496.00
52	7010-108-N-0	PCC Base, 2'x2'x2", Non-reinforced	CY	1.5	\$ 50.00	\$ 75.00	\$ 4,500.00	\$ 6,750.00	\$ 2,350.00	\$ 3,525.00	\$ 4,600.00	\$ 6,900.00	\$ 3,816.67	\$ 5,725.00
53	7030-108-A-0	Removal of Sidewalk	SY	4720	\$ 7.00	\$ 33,040.00	\$ 15.00	\$ 70,800.00	\$ 15.00	\$ 70,800.00	\$ 23.11	\$ 109,079.20	\$ 17.70	\$ 83,559.73
54	7030-108-A-0	Removal of Driveway	SY	95	\$ 7.00	\$ 665.00	\$ 4.50	\$ 427.50	\$ 30.00	\$ 2,850.00	\$ 22.00	\$ 2,090.00	\$ 18.83	\$ 1,789.17
55	7030-108-E-0	PCC Sidewalk, 4"	SY	30	\$ 50.00	\$ 1,500.00	\$ 107.00	\$ 3,210.00	\$ 125.00	\$ 3,750.00	\$ 55.00	\$ 1,650.00	\$ 95.67	\$ 2,870.00
56	7030-108-F-0	Brick/Paver Sidewalk with 8" Pavement Base	SY	150	\$ 215.00	\$ 32,250.00	\$ 255.00	\$ 38,250.00	\$ 140.00	\$ 21,000.00	\$ 66.00	\$ 9,900.00	\$ 153.67	\$ 23,050.00
57	7030-108-H-1	Driveway, Paved, PCC, 7"	SY	95	\$ 80.00	\$ 7,600.00	\$ 85.00	\$ 8,075.00	\$ 90.00	\$ 8,550.00	\$ 73.00	\$ 6,935.00	\$ 82.67	\$ 7,853.33
58	7030-108-J-0	Brick/Paver Sidewalk (Install Only)	SY	4639	\$ 90.00	\$ 417,510.00	\$ 68.00	\$ 315,452.00	\$ 75.00	\$ 347,925.00	\$ 63.27	\$ 293,509.53	\$ 68.76	\$ 318,962.18
59	7040-108-B-0	Subbase Over-excavation	TON	185	\$ 55.00	\$ 10,175.00	\$ 30.00	\$ 5,550.00	\$ 28.50	\$ 5,272.50	\$ 40.00	\$ 7,400.00	\$ 32.83	\$ 6,074.17
60	7040-108-H-0	Pavement Removal	SY	3901	\$ 8.00	\$ 31,208.00	\$ 5.00	\$ 19,505.00	\$ 12.50	\$ 48,762.50	\$ 8.50	\$ 33,158.50	\$ 8.67	\$ 33,808.67
61	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	STA	10.65	\$ 180.00	\$ 1,917.00	\$ 45.00	\$ 479.25	\$ 45.00	\$ 479.25	\$ 45.00	\$ 479.25	\$ 45.00	\$ 479.25
62	8020-108-G-0	Painted Symbols and Legends	EA	4	\$ 500.00	\$ 2,000.00	\$ 40.00	\$ 160.00	\$ 40.00	\$ 160.00	\$ 40.00	\$ 160.00	\$ 40.00	\$ 160.00
63	8030-108-A-0	Temporary Traffic Control	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,333.33	\$ 18,333.33
64	8030-108-B-0	Safety Fence With Detectable Edging	LF	3650</										

January 21, 2020 at
2:00 PM

BASE BID

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 K. Cunningham Construction Co., Inc.		2 Peterson Contractors, Inc.		3 Hardscape Solutions of Iowa, Inc		BID AVERAGE	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
67	9040-108-T-1	Inlet Protection Device	EA	26	\$ 150.00	\$ 3,900.00	\$ 145.00	\$ 3,770.00	\$ 175.00	\$ 4,550.00	\$ 100.00	\$ 2,600.00	\$ 140.00	\$ 3,640.00
68	9040-108-T-2	Inlet Protection Device, Maintenance	EA	12	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 60.00	\$ 720.00	\$ 125.00	\$ 1,500.00	\$ 78.33	\$ 940.00
69	9071-108-C-0	Granular Backfill Material	TON	395	\$ 25.00	\$ 9,875.00	\$ 20.00	\$ 7,900.00	\$ 35.00	\$ 13,825.00	\$ 40.00	\$ 15,800.00	\$ 31.67	\$ 12,508.33
70	9072-108-A-0	Concrete Wall	CY	35	\$ 4,250.00	\$ 148,750.00	\$ 1,098.00	\$ 38,430.00	\$ 2,500.00	\$ 87,500.00	\$ 2,650.00	\$ 92,750.00	\$ 2,082.67	\$ 72,893.33
71	10,010-108-A-0	Demolition Work	CY	26	\$ 2,500.00	\$ 65,000.00	\$ 495.00	\$ 12,870.00	\$ 600.00	\$ 15,600.00	\$ 400.00	\$ 10,400.00	\$ 498.33	\$ 12,956.67
72	11,020-108-A-0	Mobilization	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 290,000.00	\$ 290,000.00	\$ 325,000.00	\$ 325,000.00	\$ 625,800.00	\$ 625,800.00	\$ 413,600.00	\$ 413,600.00
73	11,030-108-A-0	Maintenance of Postal Service	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,666.67	\$ 11,666.67
74	11,030-108-B-0	Maintenance of Solid Waste Collection	LS	1	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 11,666.67	\$ 11,666.67
75	11,040-108-A-0	Temporary Commercial Access	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 140,000.00	\$ 140,000.00	\$ 160,000.00	\$ 160,000.00	\$ 127,000.00	\$ 127,000.00	\$ 142,333.33	\$ 142,333.33
76	11,040-108-A-0	Temporary Commercial Access, Black Hawk Hotel	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,166.67	\$ 11,166.67
77	11,040-108-A-0	Temporary Commercial Access, US Bank	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,800.00	\$ 2,800.00	\$ 25,000.00	\$ 25,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,766.67	\$ 10,766.67
78	11,060-108-A-0	Electrical Outlets	EA	31	\$ 250.00	\$ 7,750.00	\$ 450.00	\$ 13,950.00	\$ 500.00	\$ 15,500.00	\$ 450.00	\$ 13,950.00	\$ 466.67	\$ 14,466.67
79	11,060-108-A-1	Light Poles, Installation	EA	26	\$ 2,500.00	\$ 65,000.00	\$ 1,600.00	\$ 41,600.00	\$ 2,000.00	\$ 52,000.00	\$ 1,600.00	\$ 41,600.00	\$ 1,733.33	\$ 45,066.67
80	11,060-108-A-2	Light Poles, Removal	EA	23	\$ 500.00	\$ 11,500.00	\$ 600.00	\$ 13,800.00	\$ 500.00	\$ 11,500.00	\$ 1,500.00	\$ 34,500.00	\$ 866.67	\$ 19,933.33
81	11,060-108-A-3	Electrical Circuits	LF	4600	\$ 21.00	\$ 96,600.00	\$ 19.00	\$ 87,400.00	\$ 20.00	\$ 92,000.00	\$ 19.00	\$ 87,400.00	\$ 19.33	\$ 88,933.33
82	11,060-108-B-0	Amenities	LS	1	\$ 92,000.00	\$ 92,000.00	\$ 185,000.00	\$ 185,000.00	\$ 300,000.00	\$ 300,000.00	\$ 184,698.00	\$ 184,698.00	\$ 223,232.67	\$ 223,232.67
83	11,070-108-A-0	Vibration Monitoring	EA	5	\$ 15,000.00	\$ 75,000.00	\$ 17,000.00	\$ 85,000.00	\$ 20,000.00	\$ 100,000.00	\$ 20,000.00	\$ 100,000.00	\$ 19,000.00	\$ 95,000.00
TOTAL BASE BID:						\$ 2,182,134.00		\$ 2,219,154.80		\$ 2,797,364.75		\$ 2,929,020.92		\$ 2,648,513.49
BID SECURITY:								10%		10%		10%		
Addenda 1								x		x		x		
Addenda 2								x		x		x		
Bid Security								x		x		x		
Bidder Status Form								x		x		x		
Non-Collusion Affidavit								x		x		x		

BID ADD ALTERNATE #1 - ABANDON STAIRS

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 K. Cunningham Construction Co., Inc.		2 Peterson Contractors, Inc.		3 Hardscape Solutions of Iowa, Inc		BID AVERAGE	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2010-108-I-1	SUBBASE, 8" 3/4" ROAD STONE	SY	160	\$ 12.00	\$ 1,920.00	\$ 8.30	\$ 1,328.00	\$ 20.00	\$ 3,200.00	\$ 31.92	\$ 5,107.20	\$ 20.07	\$ 3,211.73
2	4040-108-A-0	SUBDRAIN, TYPE S, CORRUGATED EXTERIOR AND SMOOTH INTERIOR POLYETHYLENE, 6"	LF	32	\$ 16.00	\$ 512.00	\$ 10.75	\$ 344.00	\$ 65.00	\$ 2,080.00	\$ 60.00	\$ 1,920.00	\$ 45.25	\$ 1,448.00
3	6010-108-A-0	MANHOLE, SW-401, CIRCULAR STORM, 48", SPECIAL	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,200.00	\$ 4,200.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,066.67	\$ 6,066.67
4	7030-108-J-0	BRICK/PAVER SIDEWALK (INSTALL ONLY)	SY	160	\$ 90.00	\$ 14,400.00	\$ 68.00	\$ 10,880.00	\$ 75.00	\$ 12,000.00	\$ 62.90	\$ 10,064.00	\$ 68.63	\$ 10,981.33
5	9071-108-C-0	GRANULAR BACKFILL MATERIAL	TON	65	\$ 38.46	\$ 2,500.00	\$ 20.00	\$ 1,300.00	\$ 35.00	\$ 2,275.00	\$ 98.00	\$ 6,370.00	\$ 51.00	\$ 3,315.00
6	9072-108-A-0	CONCRETE WALL	CY	8	\$ 3,125.00	\$ 25,000.00	\$ 1,375.00	\$ 11,000.00	\$ 4,500.00	\$ 36,000.00	\$ 1,750.00	\$ 14,000.00	\$ 2,541.67	\$ 20,333.33
7	10,010-108-A	DEMOLITION WORK	CY	15	\$ 2,333.33	\$ 35,000.00	\$ 495.00	\$ 7,425.00	\$ 1,500.00	\$ 22,500.00	\$ 1,466.67	\$ 22,000.05	\$ 1,153.89	\$ 17,308.35
TOTAL BID ADD ALTERNATE 1:						\$ 86,832.00		\$ 36,477.00		\$ 88,055.00		\$ 63,461.25		\$ 62,664.42

BID ADD ALTERNATE #2 - REPAIR STAIRS

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 K. Cunningham Construction Co., Inc.		2 Peterson Contractors, Inc.		3 Hardscape Solutions of Iowa, Inc		BID AVERAGE	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	9072-108-A-0	CONCRETE	CY	3	\$ 4,250.00	\$ 12,750.00	\$ 1,700.00	\$ 5,100.00	\$ 6,000.00	\$ 18,000.00	\$ 2,500.00	\$ 7,500.00	\$ 3,400.00	10200
2	9080-108-B-3	HANDRAIL, ALUMINUM	LF	30	\$ 50.00	\$ 1,500.00	\$ 725.00	\$ 21,750.00	\$ 500.00	\$ 15,000.00	\$ 520.00	\$ 15,600.00	\$ 581.67	17450
3	10,010-108-A	DEMOLITION WORK	CY	3	\$ 3,333.33	\$ 10,000.00	\$ 1,325.00	\$ 3,975.00	\$ 2,250.00	\$ 6,750.00	\$ 750.00	\$ 2,250.00	\$ 1,441.67	\$ 4,325.00
TOTAL BID ADD ALTERNATE 2:						\$ 24,250.00		\$ 30,825.00		\$ 39,750.00		\$ 25,350.00		\$ 31,975.00

TOTAL BID (BASE BID + BID ADD ALT 1 + BID ADD ALT 2):

\$ 2,293,216.00

\$ 2,286,456.80

\$ 2,925,169.75

\$ 3,017,832.17

\$ 2,743,152.91



DEPARTMENT OF PUBLIC WORKS

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

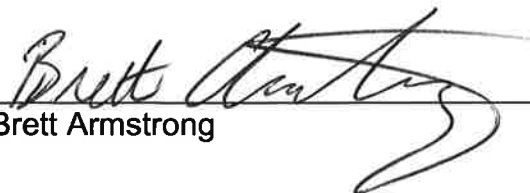
MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer I
DATE: January 30, 2020
SUBJECT: 2019 Sidewalk Assessment Project for Zone 2
Project No. SW-000-3164
Contract Final Out

The 2019 Sidewalk Assessment Project for Zone 2 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 only supplier for this project was Croell, Inc.

The 2019 Sidewalk Assessment Project for Zone 2 has been completed in reasonable compliance with the project plans and specifications. I recommend that the City Council approve and accept the 2019 Sidewalk Assessment Project for Zone 2.


Brett Armstrong
1/30/2020
Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, CMFO, Controller/City Treasurer

ESTIMATE NO. 5 FINAL

DATE: January 6, 2020
 CONTRACT AMOUNT : \$ 155,170.41
 CONTRACTOR : Feldman Concrete

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

PROJECT NAME : 2019 Sidewalk Assessment Project
 CITY PROJECT NO. : SW - 000 -3164

BID ITEM	DESCRIPTION	EST. QUANTITY	UNIT	INST. UNITS TO DATE	UNIT PRICE	EXT. PRICE	ITEM COMP. %
+1	REMOVE SIDEWALK, P.C.C.	926.00	S.Y.	926.00	\$20.25	\$18,751.50	100.0
+2	SIDEWALK, P.C.C., CLASS "C", 4 INCH	827.00	S.Y.	827.00	\$47.25	\$39,075.75	100.0
+3	SIDEWALK, P.C.C., CLASS "C", 6 INCH	99.00	S.Y.	99.00	\$51.75	\$5,123.25	100.0
+4	TOPSOIL, FURNISH AND SPREAD	37.36	C.Y.	37.36	\$75.00	\$2,802.00	100.0
+5	SEEDING, FERTILIZING AND MULCHING	2,968.80	S.F.	2,968.80	\$1.50	\$4,453.20	100.0
+6	TRAFFIC CONTROL	1.00	L.S.	1.00	\$9,000.00	\$9,000.00	100.0
						<u>\$79,205.70</u>	

CHECKED BY:

SIGNED: 

BRETT ARMSTRONG
 CIVIL ENGINEER I

ITEM DENOTATION :

+ = Final Quantity

Percent of Work Done to Date :

51.0%

Prepaid Inventory Value :
 (See Attachment)

\$0.00

Total Project Cost (Bid) \$155,170.41

Deduction :

\$0.00

Less Retained Percentage (0%) :

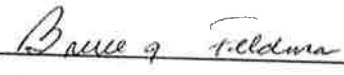
\$0.00

Less Previous Payments :

\$75,245.41

AMOUNT DUE THIS ESTIMATE :

\$3,980.29

Signed 

Feldman Construction

See quantity reconciliation Change Order (#2)

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC589808

KNOW ALL BY THESE PRESENTS:

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

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

2019 Sidewalk Assessment Project Project SW-000-3164

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. SW-000-3164

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

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Feldman Concrete
Contractor

By: Bruce J. Feldman
Signature
Owner

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Merchants Bonding Company (Mutual)
Surety Company

By: Kim Hess
Signature Attorney-in-Fact Officer

City, State, Zip Code

Kim Hess
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Tricor
Company Name

600 Star Brewery Drive Ste 110
Company Address

FORM APPROVED BY:

Dubuque, IA 52001
City, State, Zip Code

Attorney for Owner

563-556-5441
Company Telephone Number

NOTE:

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

MERCHANTS BONDING COMPANY, INC. POWER OF ATTORNEY

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

Kim Hess

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

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

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

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

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

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

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

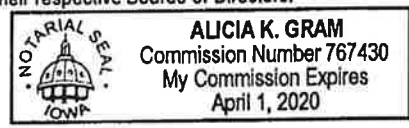


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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

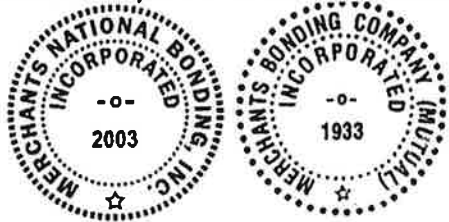


Alicia K. Gram
Notary Public

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

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

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



William Warner Jr.
Secretary

Item 15.

RELEASE AND WAIVER OF LIEN

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

Developer/Contractor (Who received services or supplies) Feldman Concrete

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

2019 Sidewalk Assessment Project Project

In the city of Cedar Falls, Iowa

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

Subcontractor/ Supplier (Who supplied services or supplies) **Croell, Inc.**

Date: Date – January 6th, 2020

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

[Signature] Credit Specialist Croell, Inc.
Lienor or claimant

Position or Title of lienor with Subcontractor/ Supplier Company

1-06-20
Date signed

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: January 30, 2020

SUBJECT: 2019 Sidewalk Assessment Project for Zone 2
Project No. SW-000-3164
Presentation of Final Statement of Expenditures for Material and Labor

The 2019 Sidewalk Assessment Project for Zone 2 is completed and ready for assessment. The project repaired deficient sidewalk adjacent to 163 private properties for a total assessment cost of \$79,205.70.

In 2018, approximately 424 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. Sixty-one percent of the property owners notified repaired the defective or missing sidewalk, and thirty-nine percent of the property owners notified did not repair the defective or missing sidewalk. The average cost of defective sidewalk is \$482.96 with the highest cost at approximately \$2,197.80.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2019 Sidewalk Assessment Project for Zone 2.

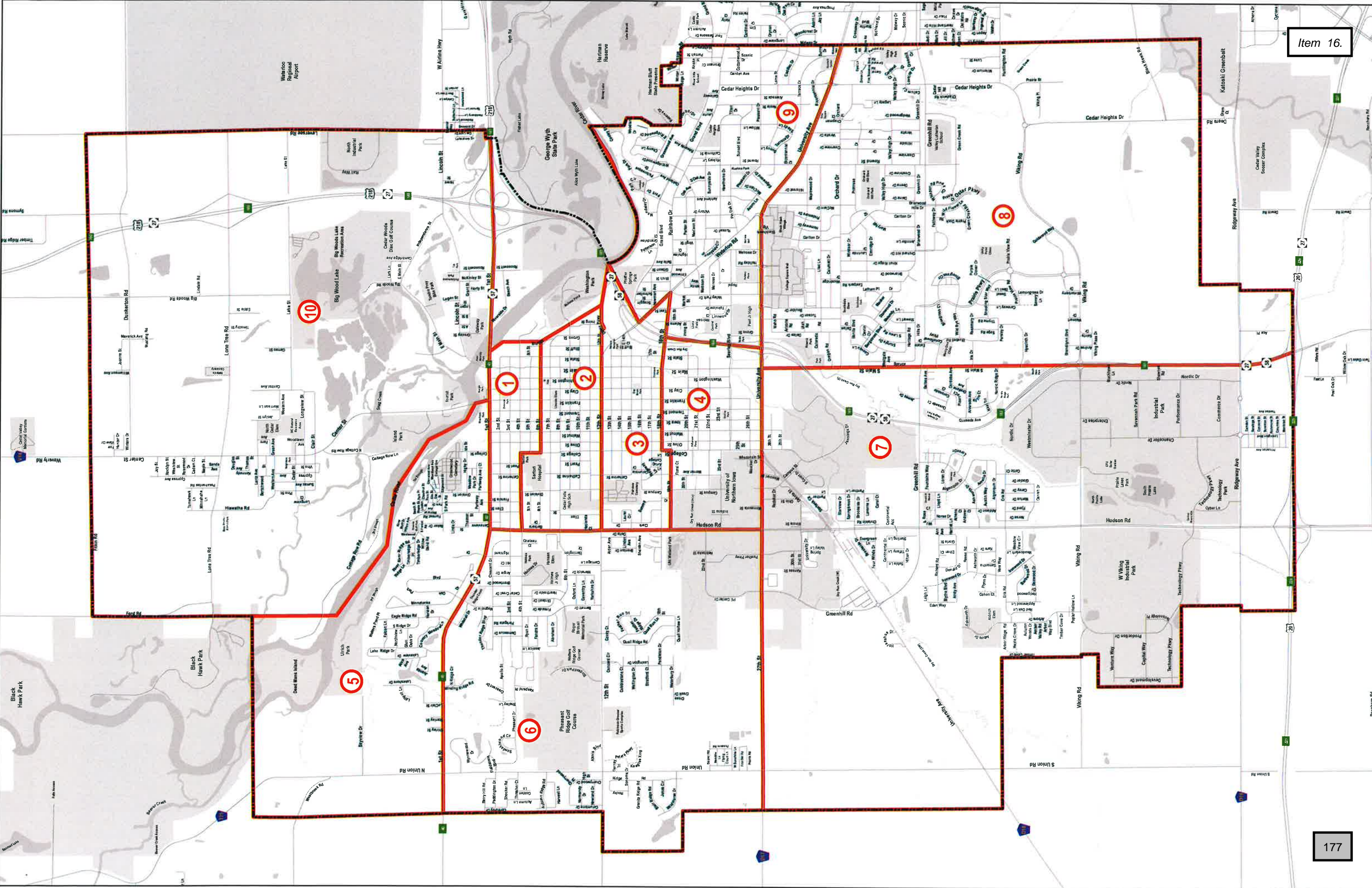
I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2019 Sidewalk Assessment Project for Zone 2.

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

2019 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NUMBER SW - 000 - 3164

Final Statement of Expenditures for Material and Labor

Property Owner	Mailing Address	City	State	Zip Code	Address or Location	Legal Description	Item No. 1 Removal of Sidewalk (S.Y.)	Unit Price	Extended price	Item No. 2 Replacement RS1	Unit Price	Extended price	Item No. 3 Sidewalk Replacement #2	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 Traffic Control (B.S.)	Unit Price	Extended price	Total Cost of Replacement or Installation		
Numer Properties LLC	P.O. Box 383	Centerville	IA	50613	1814 West 4th Street	8914-14-401-001	1.80	\$205.25	\$369.45	1.80	\$47.25	\$85.05	0.00	\$51.75	\$0.00	\$0.00	0.10	\$75.00	\$7.50	8.20	\$150.00	\$12.30	0.00	\$162.30	\$196.18		
Dezora Cox	1608 West 4th Street	Centerville	IA	50613	1608 West 4th Street	8914-14-401-002	4.40	\$205.25	\$892.10	2.20	\$47.25	\$103.95	2.20	\$51.75	\$113.85	0.17	\$75.00	\$12.75	14.00	\$150.00	\$21.00	0.00	\$0.00	\$0.00	\$303.53	\$395.63	
David Vonderhaar	1108 Leaven Street	Centerville	IA	50613	1108 Leaven Street	8914-14-401-034	1.00	\$205.25	\$205.25	1.00	\$47.25	\$47.25	0.00	\$51.75	\$0.00	0.00	\$75.00	\$7.50	8.40	\$150.00	\$12.60	0.00	\$0.00	\$0.00	\$0.00	\$329.83	\$329.83
Bruce Williams	506 Barbara Drive	Centerville	IA	50613	506 Barbara Drive	8914-14-401-003	1.90	\$205.25	\$389.98	1.90	\$47.25	\$87.78	0.00	\$51.75	\$0.00	0.10	\$75.00	\$7.50	8.40	\$150.00	\$12.60	0.00	\$0.00	\$0.00	\$0.00	\$203.23	\$203.23
Matthew Parrish	520 Barbara Drive	Centerville	IA	50613	520 Barbara Drive	8914-14-401-029	1.80	\$205.25	\$369.45	1.80	\$47.25	\$85.05	0.00	\$51.75	\$0.00	0.21	\$75.00	\$15.75	17.00	\$150.00	\$25.50	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Streber Properties LLC	P.O. Box 604	Centerville	IA	50613	1610/1612 West 6th Street	8914-14-401-038	1.90	\$205.25	\$389.98	1.90	\$47.25	\$87.78	0.00	\$51.75	\$0.00	0.30	\$75.00	\$22.50	8.40	\$150.00	\$12.60	0.00	\$0.00	\$0.00	\$0.00	\$203.23	\$203.23
Emma Eastman	1309 West 7th Street	Centerville	IA	50613	1309 West 7th Street	8914-14-401-055	1.70	\$205.25	\$348.93	0.85	\$47.25	\$40.16	0.00	\$51.75	\$87.88	0.00	\$75.00	\$7.50	8.40	\$150.00	\$12.60	0.00	\$0.00	\$0.00	\$0.00	\$177.28	\$177.28
DDMM LLC	3842 West Airline Hwy	Waterloo	IA	50793	3842 West Airline Hwy	8914-14-426-000	1.80	\$205.25	\$369.45	1.80	\$47.25	\$85.05	0.00	\$51.75	\$0.00	0.21	\$75.00	\$15.75	17.00	\$150.00	\$25.50	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Lauren Green	1124 West 4th Street	Centerville	IA	50613	1124 West 4th Street	8914-14-401-004	1.70	\$205.25	\$348.93	0.85	\$47.25	\$40.16	0.00	\$51.75	\$87.88	0.00	\$75.00	\$7.50	8.40	\$150.00	\$12.60	0.00	\$0.00	\$0.00	\$0.00	\$177.28	\$177.28
Sara Donoso Pauer	1007 West 7th Street	Centerville	IA	50613	1007 West 7th Street	8914-14-401-017	1.90	\$205.25	\$389.98	0.95	\$47.25	\$44.89	0.00	\$51.75	\$98.33	0.11	\$75.00	\$8.25	8.40	\$150.00	\$12.60	0.00	\$0.00	\$0.00	\$0.00	\$203.23	\$203.23
Green Door Properties LLC	13175 Hilary Path	Hastings	MN	55033	13175 Hilary Path	8914-14-427-014	7.90	\$205.25	\$1619.98	7.90	\$47.25	\$373.28	0.00	\$51.75	\$0.00	0.35	\$75.00	\$26.25	28.40	\$150.00	\$42.60	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Kelvin Baderhoff	1113 West 8th Street	Centerville	IA	50613	1113 West 8th Street	8914-14-427-013	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.22	\$75.00	\$16.50	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Colleen Keller	1109 West 8th Street	Centerville	IA	50613	1109 West 8th Street	8914-14-427-016	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.22	\$75.00	\$16.50	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Ralph Greenwood	1210 West 8th Street	Centerville	IA	50613	1210 West 8th Street	8914-14-427-015	2.90	\$205.25	\$595.23	2.90	\$47.25	\$137.03	0.00	\$51.75	\$0.00	0.33	\$75.00	\$24.75	20.40	\$150.00	\$30.60	0.00	\$0.00	\$0.00	\$0.00	\$327.98	\$327.98
Sharon Davis	1103 West 9th Street	Centerville	IA	50613	1103 West 9th Street	8914-14-426-008	2.60	\$205.25	\$533.65	2.60	\$47.25	\$122.85	0.00	\$51.75	\$0.00	0.22	\$75.00	\$16.50	20.40	\$150.00	\$30.60	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
RENTCO LLC	P.O. Box 1144	Centerville	IA	50613	1111 West 9th Street	8914-14-426-010	1.80	\$205.25	\$369.45	1.80	\$47.25	\$85.05	0.00	\$51.75	\$0.00	0.10	\$75.00	\$7.50	8.00	\$150.00	\$12.00	0.00	\$0.00	\$0.00	\$0.00	\$195.88	\$195.88
Jonathan Wagmeier	1211 West 10th Street	Centerville	IA	50613	1211 West 10th Street	8914-14-426-016	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.33	\$75.00	\$24.75	20.20	\$150.00	\$30.30	0.00	\$0.00	\$0.00	\$0.00	\$327.98	\$327.98
Jeffrey Knapp	1207 West 10th Street	Centerville	IA	50613	1207 West 10th Street	8914-14-426-015	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.32	\$75.00	\$24.00	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$327.98	\$327.98
William Woolf	1103 West 10th Street	Centerville	IA	50613	1103 West 10th Street	8914-14-426-009	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.32	\$75.00	\$24.00	20.20	\$150.00	\$30.30	0.00	\$0.00	\$0.00	\$0.00	\$327.98	\$327.98
Tommy Gray	1207 West 11th Street	Centerville	IA	50613	1207 West 11th Street	8914-14-426-011	2.90	\$205.25	\$595.23	2.90	\$47.25	\$137.03	0.00	\$51.75	\$0.00	0.33	\$75.00	\$24.75	20.60	\$150.00	\$30.90	0.00	\$0.00	\$0.00	\$0.00	\$327.98	\$327.98
Christopher Howse	1119 West 11th Street	Centerville	IA	50613	1119 West 11th Street	8914-14-426-013	5.30	\$205.25	\$1086.83	5.30	\$47.25	\$250.43	0.00	\$51.75	\$0.00	0.23	\$75.00	\$17.25	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
CV Properties III LLC	P.O. Box 128	Centerville	IA	50613	1115 West 11th Street	8914-14-426-012	8.30	\$205.25	\$1693.38	8.30	\$47.25	\$391.97	2.70	\$51.75	\$139.73	0.25	\$75.00	\$18.75	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Thomas Torrey	1021 West 12th Street	Centerville	IA	50613	1021 West 12th Street	8914-14-426-017	5.60	\$205.25	\$1149.40	5.60	\$47.25	\$242.60	0.00	\$51.75	\$0.00	0.25	\$75.00	\$18.75	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Yu Ting Su	927 West 12th Street	Centerville	IA	50613	927 West 12th Street	8914-14-426-015	5.60	\$205.25	\$1149.40	5.60	\$47.25	\$242.60	0.00	\$51.75	\$0.00	0.25	\$75.00	\$18.75	20.20	\$150.00	\$30.30	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Stephanie Manra	1111 College Street	Centerville	IA	50613	1111 College Street	8914-14-426-011	2.70	\$205.25	\$558.18	0.00	\$47.25	\$0.00	2.70	\$51.75	\$139.73	0.10	\$75.00	\$7.50	7.80	\$150.00	\$11.70	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Joan Frisch	1019 West 11th Street	Centerville	IA	50613	1019 West 11th Street	8914-14-426-012	2.80	\$205.25	\$574.70	0.00	\$47.25	\$0.00	2.80	\$51.75	\$144.90	0.07	\$75.00	\$5.25	6.00	\$150.00	\$9.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Jim Williams	1019 West 11th Street	Centerville	IA	50613	1019 West 11th Street	8914-14-426-014	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.22	\$75.00	\$16.50	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Bary Green	1014 West 9th Street	Centerville	IA	50613	1014 West 9th Street	8914-14-426-009	11.90	\$205.25	\$2442.40	5.95	\$47.25	\$281.46	8.95	\$51.75	\$462.91	0.38	\$75.00	\$28.50	40.40	\$150.00	\$60.60	0.00	\$0.00	\$0.00	\$0.00	\$1104.58	\$1104.58
Kathleen Schell	1017 West 9th Street	Centerville	IA	50613	1017 West 9th Street	8914-14-427-011	8.20	\$205.25	\$1686.05	8.20	\$47.25	\$387.65	0.00	\$51.75	\$0.00	0.36	\$75.00	\$27.00	29.60	\$150.00	\$44.40	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Joshua 24 15 Properties LLC	P.O. Box 304	Centerville	IA	50613	1003 West 9th Street	8914-14-427-007	5.10	\$205.25	\$1051.78	5.10	\$47.25	\$250.08	0.00	\$51.75	\$0.00	0.23	\$75.00	\$17.25	18.40	\$150.00	\$27.60	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Rick Fitch	1018 West 8th Street	Centerville	IA	50613	1018 West 8th Street	8914-14-427-004	2.20	\$205.25	\$451.55	2.20	\$47.25	\$103.95	0.00	\$51.75	\$0.00	0.35	\$75.00	\$26.25	8.00	\$150.00	\$12.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Aaron Davis	1013 West 7th Street	Centerville	IA	50613	1013 West 7th Street	8914-14-426-004	2.80	\$205.25	\$574.70	2.80	\$47.25	\$132.30	0.00	\$51.75	\$0.00	0.32	\$75.00	\$24.00	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Dolby Rentals LLC	P.O. Box 128	Centerville	IA	50613	915 West 8th Street	8914-14-426-006	5.60	\$205.25	\$1149.40	5.60	\$47.25	\$242.60	0.00	\$51.75	\$0.00	0.25	\$75.00	\$18.75	20.00	\$150.00	\$30.00	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Robert Wray	903 West 10th Street	Centerville	IA	50613	903 West 10th Street	8914-14-426-004	4.40	\$205.25	\$892.10	4.40	\$47.25	\$187.90	0.00	\$51.75	\$0.00	0.20	\$75.00	\$15.00	18.40	\$150.00	\$27.60	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Kelley Smith	921 West 10th Street	Centerville	IA	50613	921 West 10th Street	8914-14-426-006	2.40	\$205.25	\$486.60	2.40	\$47.25	\$113.40	0.00	\$51.75	\$0.00	0.25	\$75.00	\$18.75	8.60	\$150.00	\$12.90	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
Ronald Moran	922 West 10th Street	Centerville	IA	50613	922 West 10th Street	8914-14-426-003	7.30	\$205.25	\$1494.08	7.30	\$47.25	\$344.81	0.00	\$51.75	\$0.00	0.23	\$75.00	\$17.25	18.40	\$150.00	\$27.60	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Cynthia Youse	916 West 10th Street	Centerville	IA	50613	916 West 10th Street	8914-14-426-002	2.20	\$205.25	\$451.55	0.00	\$47.25	\$0.00	2.20	\$51.75	\$113.85	0.00	\$75.00	\$0.00	0.00	\$150.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
James Collins	1011 College Street	Centerville	IA	50613	1011 College Street	8914-14-426-003	6.80	\$205.25	\$1394.70	6.80	\$47.25	\$291.80	0.00	\$51.75	\$0.00	0.30	\$75.00	\$22.50	24.40	\$150.00	\$36.60	0.00	\$0.00	\$0.00	\$0.00	\$677.28	\$677.28
Joy Aegerter	809 West 12th Street	Centerville	IA	50613	809 West 12th Street	8914-14-361-005	5.60	\$205.25	\$1149.40	5.60	\$47.25	\$242.60	0.00	\$51.75	\$0.00	0.21	\$75.00	\$15.75	17.00	\$150.00	\$25.50	0.00	\$0.00	\$0.00	\$0.00	\$474.13	\$474.13
Brent Meyers	803 West 12th Street	Centerville	IA	50613	803 West 12th Street	8914-14-361-004	11.50	\$205.25	\$2360.28	11.50	\$47.25	\$543.78	0.00	\$51.75	\$0.00	0.60	\$75.00	\$45.00	48.60	\$150.00	\$72.90	0.00	\$0.00	\$0.00	\$0.00	\$1084.03	\$1084.03
Laurenza Dobrzala	411 Westwood Drive	Centerville	IA	50613	411 Westwood Drive	8914-14-359-010	1.80	\$205.25	\$369.45	1.80	\$47.25	\$85.05	0.00	\$51.75	\$0.00	0.30	\$75.00	\$22.50	8.20	\$150.00	\$12.30	0.00	\$0.00	\$0.00	\$0.00	\$322.08	\$322.08
John Halstrom	1010 College Street	Centerville	IA	50613	1010 College Street	8914-14-359-010																					



**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 30, 2020

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Park Ridge Estates

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Park Ridge Estates by BJW Holdings, LLC located at the north of the Lilliput Lane & Lakeshore Drive intersection and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Steve Troskey, 16 East Main Street, Marshalltown, IA 50158 (641) 752-6701

After Recording Return to: Steve Troskey, 16 East Main Street, Marshalltown, IA 50158

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between BJW Holdings, LLC (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of January, 2020.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

(Developer Name of Business)

By: [Signature]
Printed Name & Title: Brian J. Wingert, Manager

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the _____ day of _____, 2020 by Brian J. Wingert as Manager of BJW Holdings, LLC.

[Signature]
Notary Public in and for the State of IA



City of Cedar Falls, Iowa

By: _____
Rob Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2020 by Rob Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

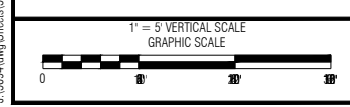
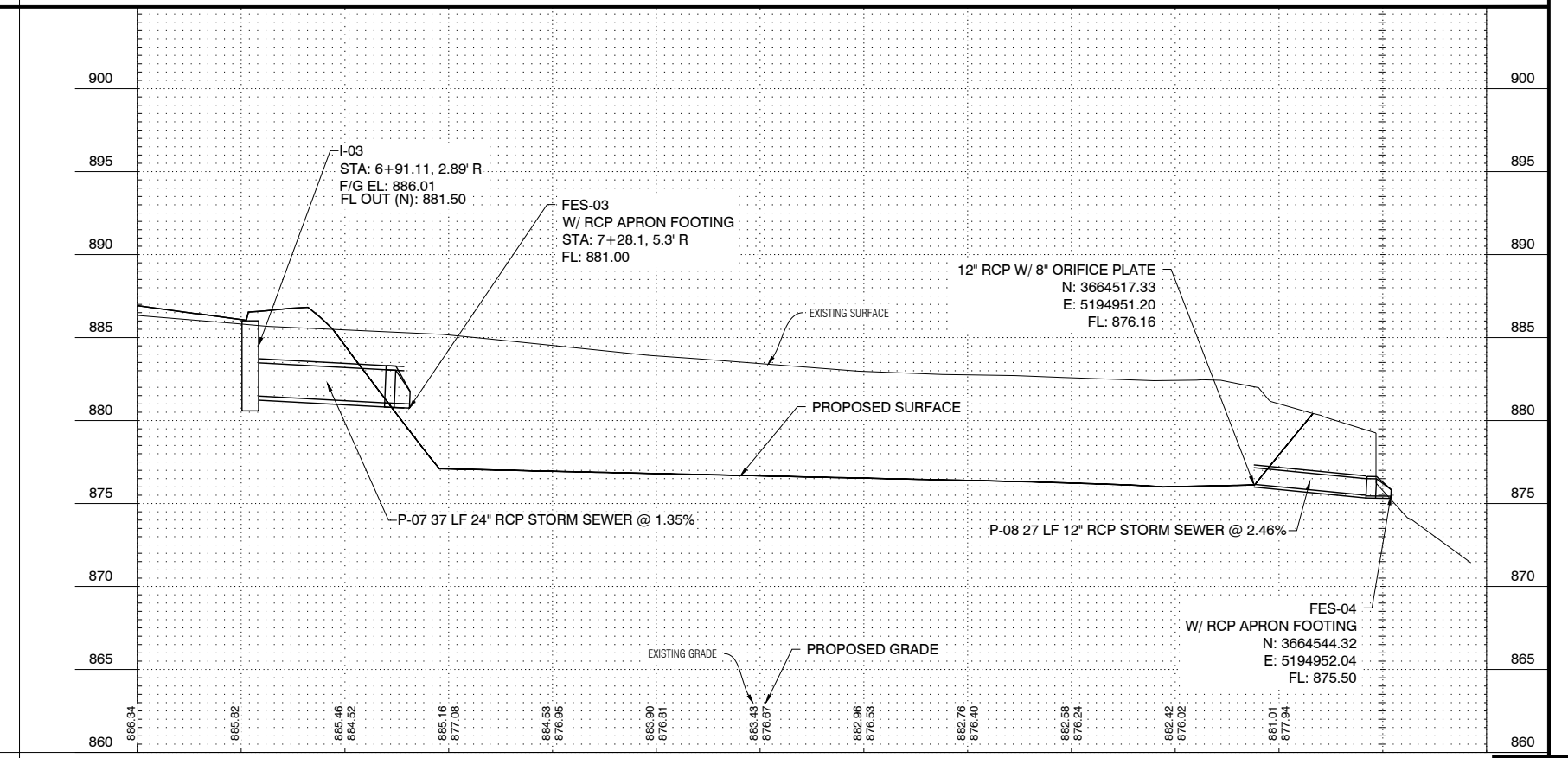
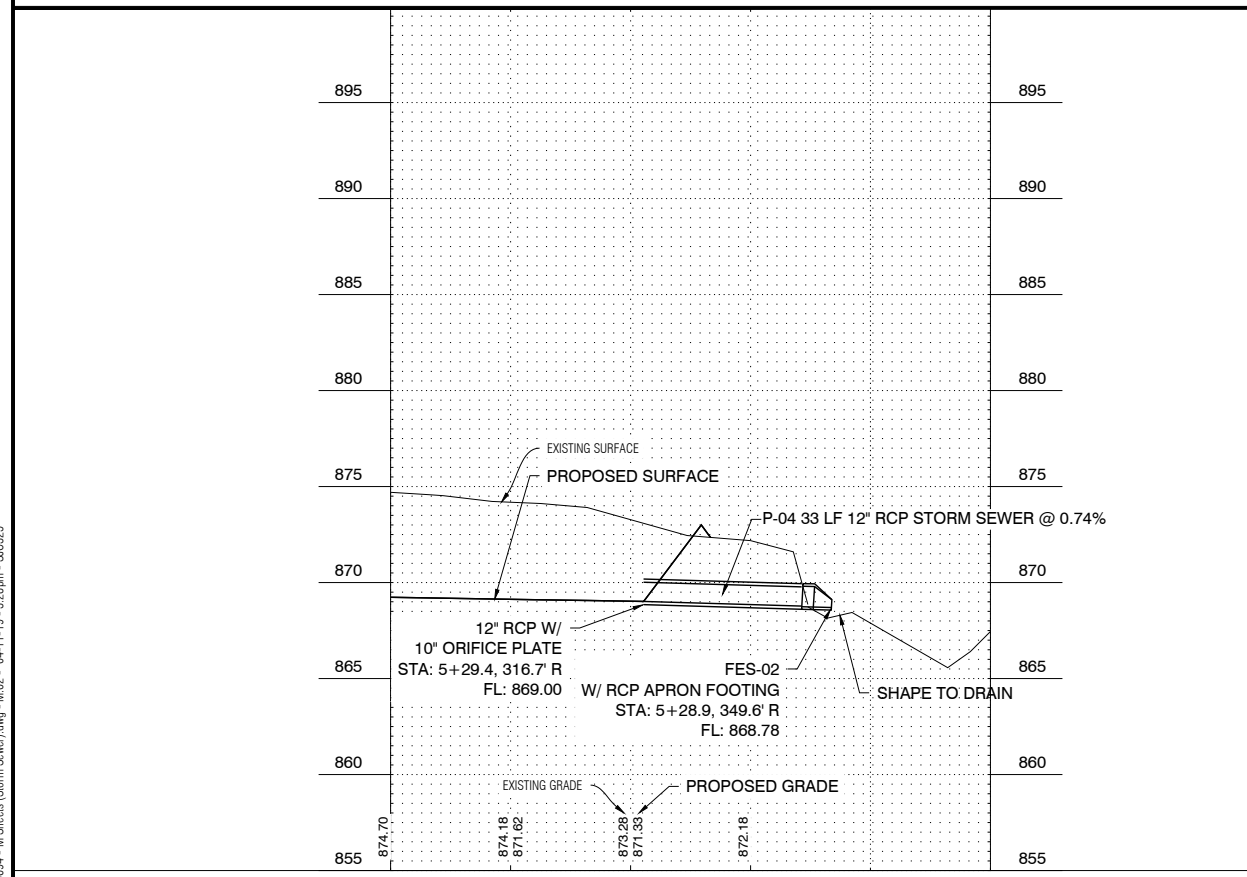
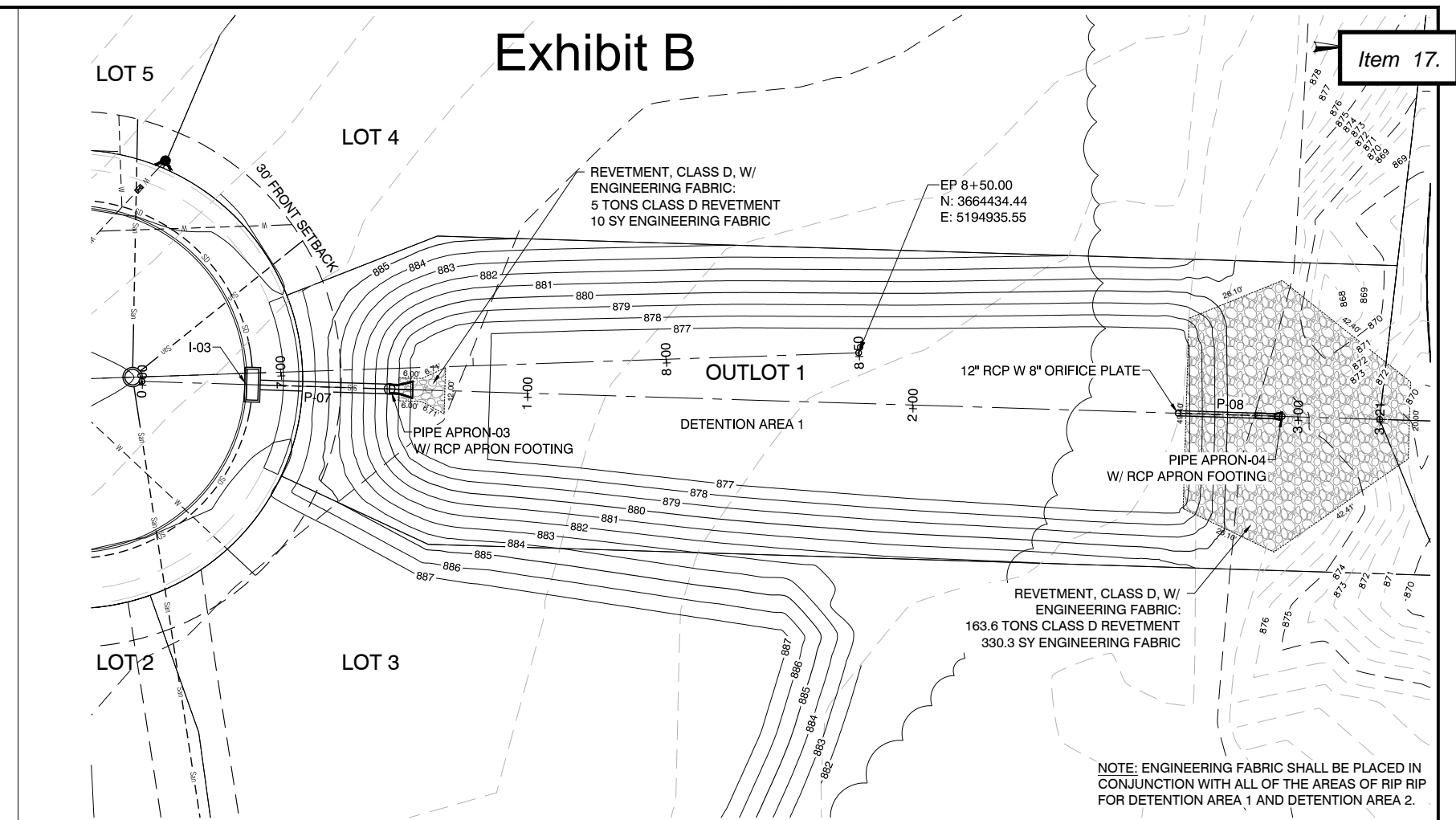
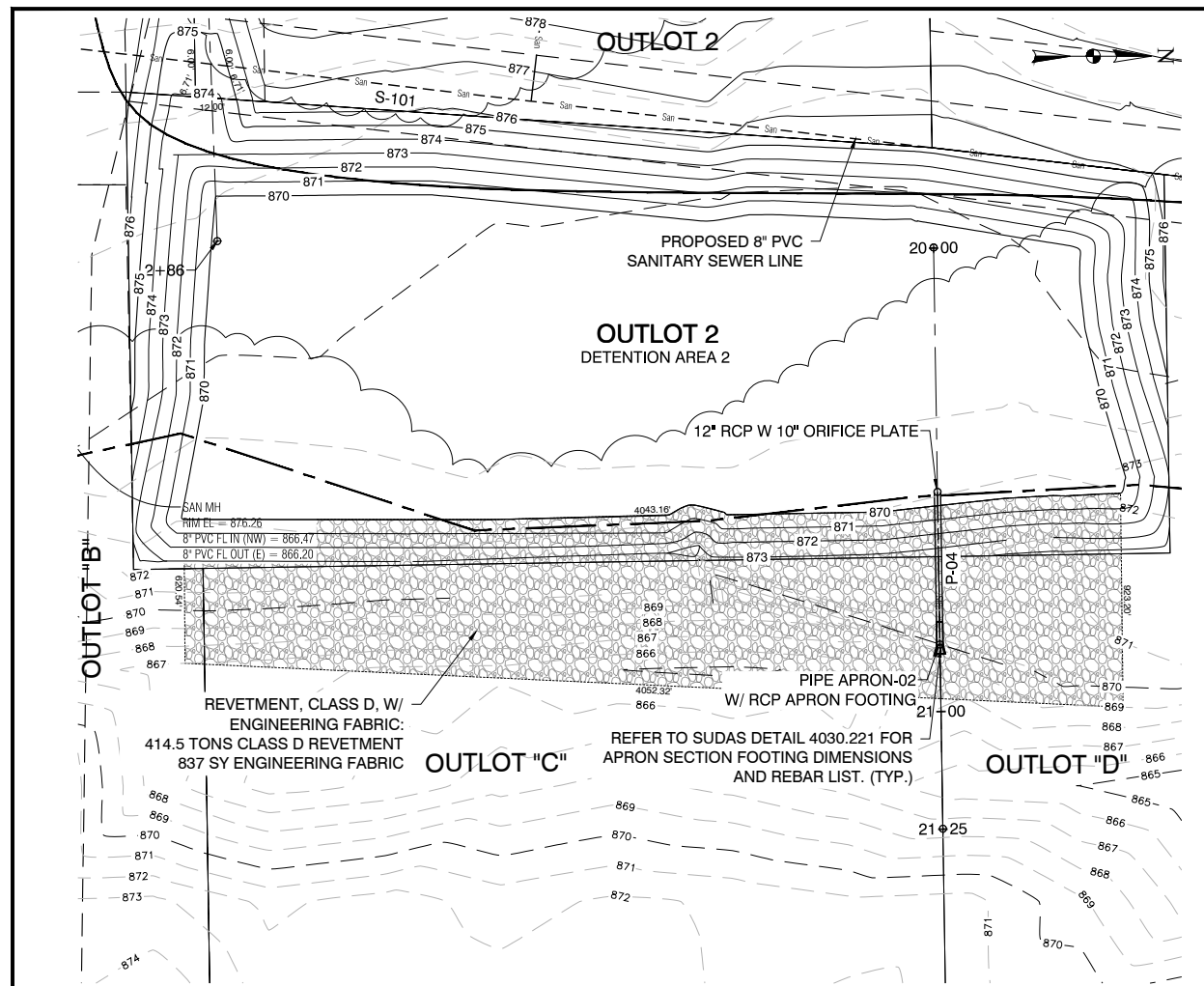
Exhibit A

PARK RIDGE ESTATES SUBDIVISIONLEGAL DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

ALSO

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
 Clapsaddle-Garber Associates, Inc.
 5106 Nordic Drive
 Cedar Falls, Iowa 50613
 Ph 319-266-6256
 www.cgaconsultants.com

DESIGNED: LAW DATE: ---
 DRAWN: BMC DATE: ---
 CHECKED: ACD DATE: ---
 APPROVED: --- DATE: ---

PARK RIDGE ESTATES SUBDIVISION
 CEDAR FALLS, IOWA

STORM SEWER PLAN AND PROFILE
 PROJECT NO. 183
 SHEET NO. M.02

J:\6694\dwg\Sheet5694 - M Sheets (Storm Sewer).dwg - M.02 - 04-11-19 - 3:28 pm - SJC325

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARK


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 30, 2020

SUBJECT: Park Ridge Estates
 Final Acceptance of Improvements
 Project No. SU – 345 – 3186

Construction work has been completed on the public improvements for Park Ridge Estates. 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.

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, BJW Holdings, LLC, and the Park Ridge Estates final plat.

Park Ridge Estates 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 Park Ridge Estates.

Matthew Tolan, EI, Civil Engineer II

January 30, 2020

Date

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

Exhibit A – Legal Description

Park Ridge Estates

That Part of the Northwest Quarter (NW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) of the Section Three (3) Township Eighty-Nine North (T89N), Range Fourteen West (R14W) of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk, County, Iowa, Lying North of Lakewood Hills, Except the East Six Hundred Five (605) Feet Thereof.

Also

That Part of the Northwest Quarter (NW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) of the Section Three (3) Township Eighty-Nine North (T89N), Range Fourteen West (R14W) of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk, County, Iowa, Lying North of Lakewood Hills, Except the West One Thousand Two Hundred Forty-Eight (1,248) Feet Thereof.

FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

TRACT USE TABLE	
TRACT "A"	STREET R.O.W.
OUTLOT "A"	TO BE USED FOR EXPANSION OF A YARD FOR DEAN AND ROBYN ANDERSON AND SUBSEQUENT OWNERS. OUTLOT "A" WILL BE A PART OF AN UNPLATTED CEDAR FALLS NE SW LOT WITH THE ADDRESS BEING 3316 SKYVIEW DR, CEDAR FALLS, IA 50613.
OUTLOT "B"	RESERVED FOR FURTHER DEVELOPMENT PENDING FLOOD MAP REVISIONS.
OUTLOT "C"	TO BE CONVEYED TO THE OWNER OF LOT 1.
OUTLOT "D"	TO BE CONVEYED TO THE OWNER OF LOT 2.
OUTLOT "E"	TO BE CONVEYED TO THE OWNER OF LOT 3.
OUTLOT "F"	TO BE CONVEYED TO THE OWNER OF LOT 4.
OUTLOT "G"	STORM WATER MANAGEMENT
OUTLOT "H"	STORM WATER MANAGEMENT

SURVEYOR AND ENGINEER

JEREMY A. HARRIS, P.L.S.
ADAM DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
P.O. BOX 754 - 16 E. MAIN STREET
MARSHALLTOWN, IOWA 50158
(641)752-6701

ZONING INFORMATION:

CURRENT: R1 (RESIDENTIAL)

DEVELOPER

BRIAN WINGERT
2021 MAIN ST., SUITE A
CEDAR FALLS, IOWA 50613

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

PROPRIETOR

BJW HOLDINGS LLC
2110 FLYNN DRIVE
CEDAR FALLS, IA 50613

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

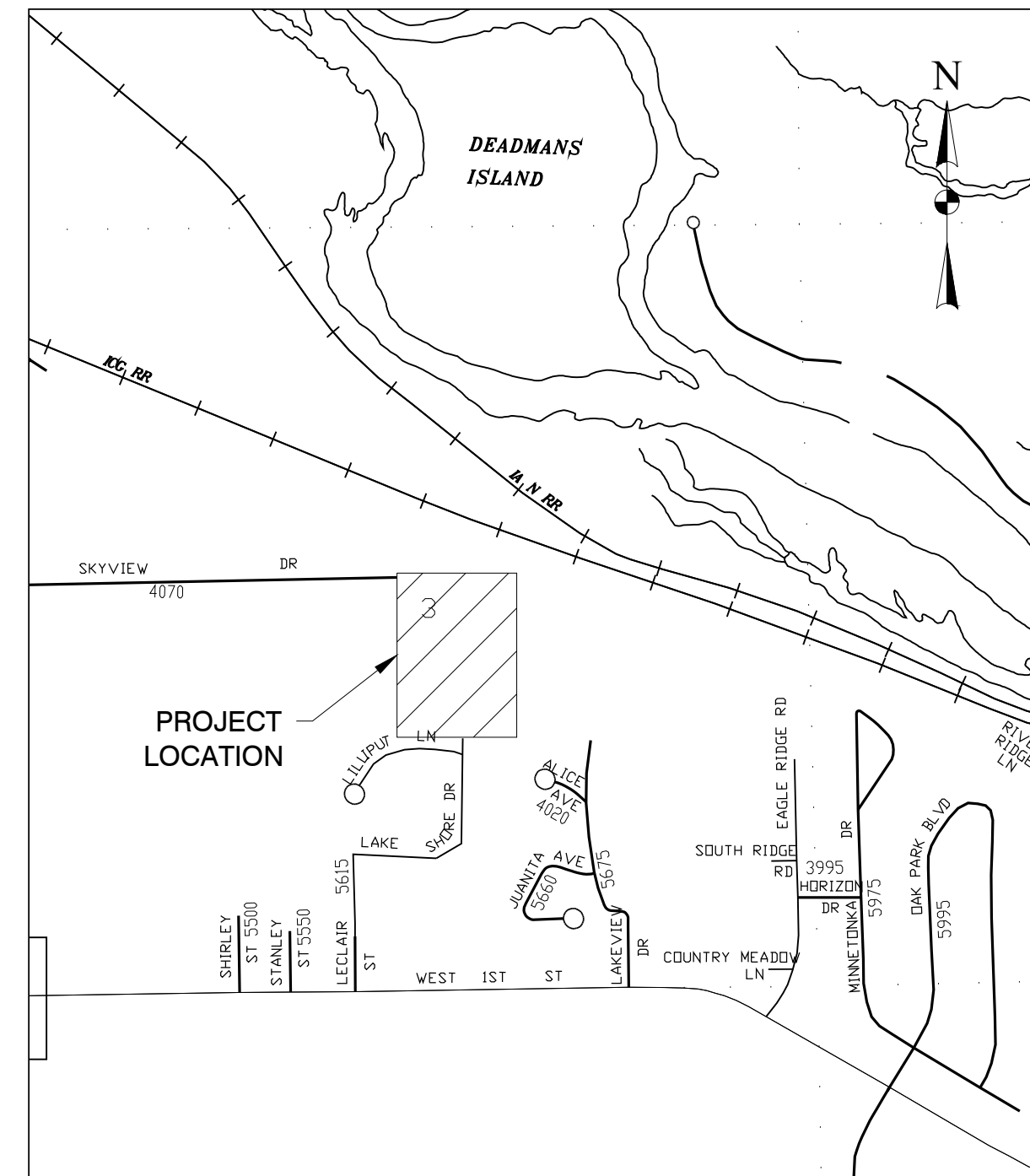
SETBACK DATA

LOT NO	SIDE	REAR
LOT 1	15.9'	30'
LOT 2	14.8	30'
LOT 3	7.5	30'
LOT 4	7.5	30'
LOT 5	11.0	30'
LOT 6	20.0	30'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N66°55'24"W	37.54'
L2	N21°27'19"W	41.96'
L3	N24°58'12"E	42.01'

CURVE TABLE					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	21.55'	25.00'	49°23'29"	N26°37'02"W	20.89'
C2	77.25'	59.50'	74°23'29"	N14°07'02"W	71.94'
C3	47.22'	59.50'	45°27'58"	N45°48'42"E	45.99'
C4	48.21'	59.50'	46°25'32"	S88°14'34"E	46.90'
C5	47.22'	59.50'	45°27'58"	S42°17'49"E	45.99'
C6	69.61'	59.50'	67°02'03"	S13°57'11"W	65.71'
C7	21.55'	25.00'	49°23'29"	S22°46'28"W	20.89'
C8	289.51'	59.50'	278°46'58"	N68°04'43"E	77.46'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
NE 1/4 SW 1/4 SEC 3-89-14	2.22 AC	0.00 AC	2.22 AC
NW 1/4 SE 1/4 SEC 3-89-14	18.49 AC	0.00 AC	18.49 AC
TOTAL	20.71 AC	0.00 AC	20.71 AC



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED FIVE (605) FEET THEREOF.

ALSO

THAT PART OF THE NORTHEAST QUARTER (NE 1/4), OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE WEST ONE THOUSAND TWO HUNDRED FORTY-EIGHT (1,248) FEET THEREOF

DATE PREPARED: 6/24/2019

<p>LEGEND:</p> <ul style="list-style-type: none"> ▲ GOVERNMENT CORNER MONUMENT FOUND △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259 ● PARCEL OR LOT CORNER MONUMENT FOUND ○ SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259 () RECORDED AS 	<p>PARK RIDGE ESTATES SUBDIVISION FINAL PLAT BLACK HAWK COUNTY, IOWA</p>
	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.</p> <p>JEREMY A. HARRIS, PLS _____ date Iowa License Number 22259 My License Renewal Date is December 31, 2019 Pages or sheets covered by this seal: SHEETS 1 OF 5, 2 OF 5, 3 OF 5, 4 OF 5, AND 5 OF 5.</p>

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

Toll Free (800) 542-7961
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

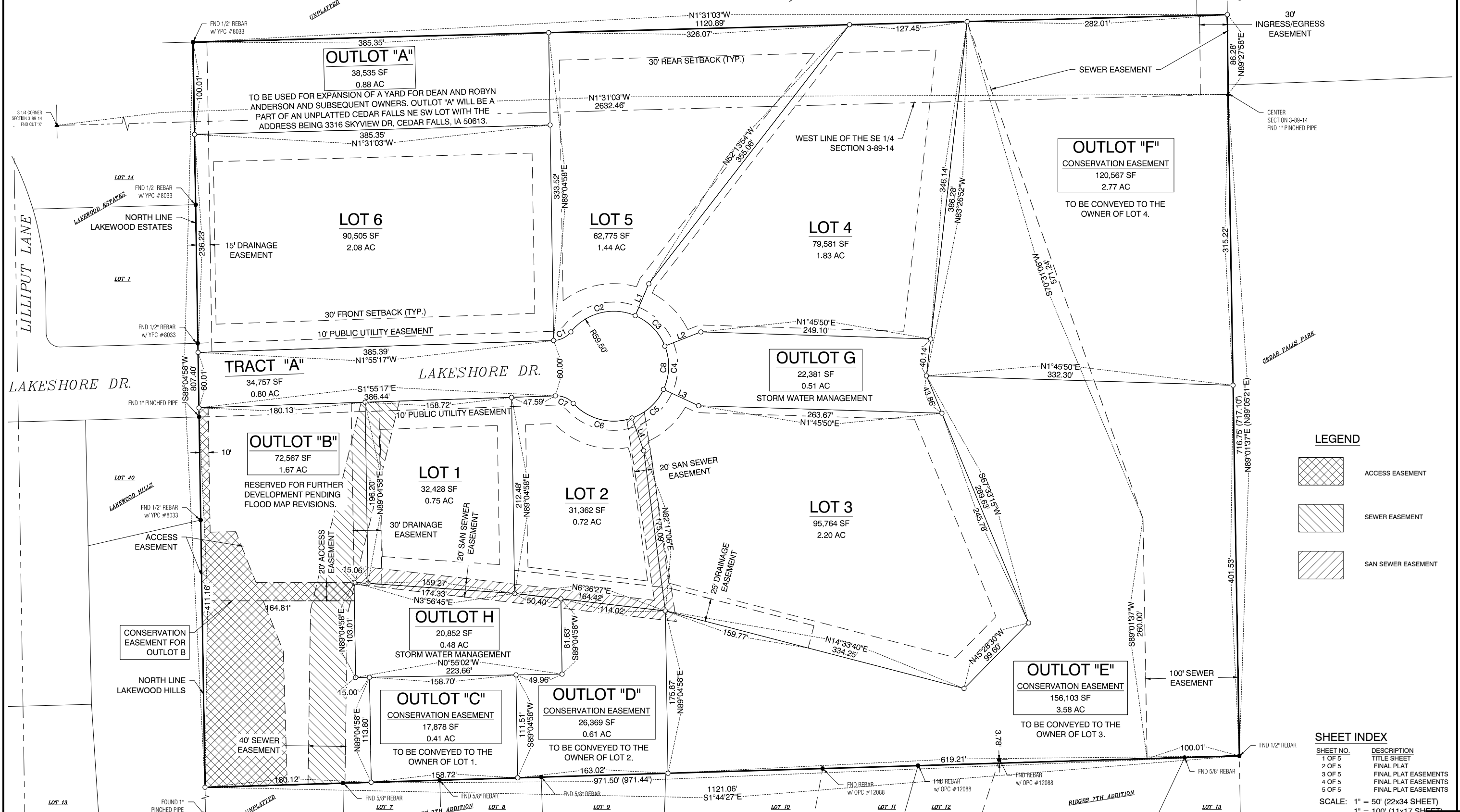
PARK RIDGE ESTATES SUBDIVISION
CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5694.05	SHEET NO. 1 OF 5
------------------------	---------------------

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FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



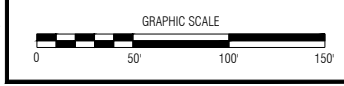
LEGEND

- ACCESS EASEMENT
- SEWER EASEMENT
- SAN SEWER EASEMENT

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

SCALE: 1" = 50' (22x34 SHEET)
1" = 100' (11x17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

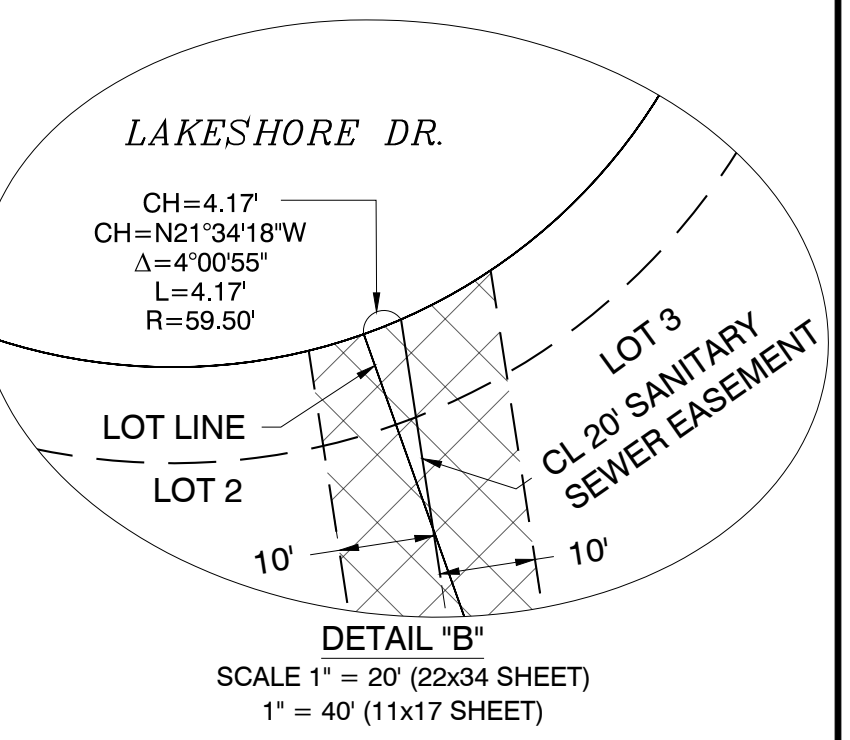
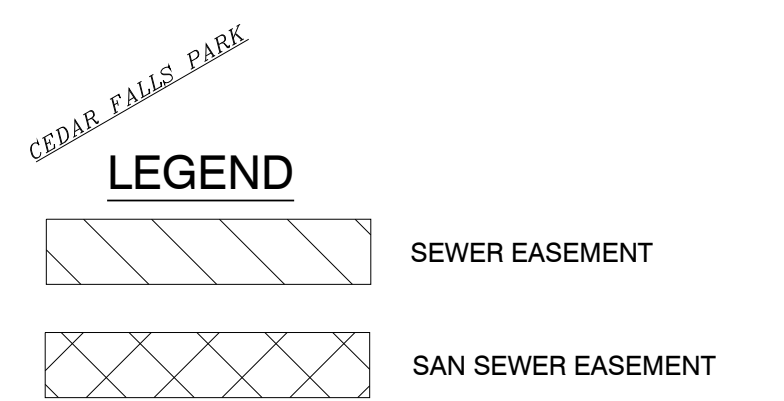
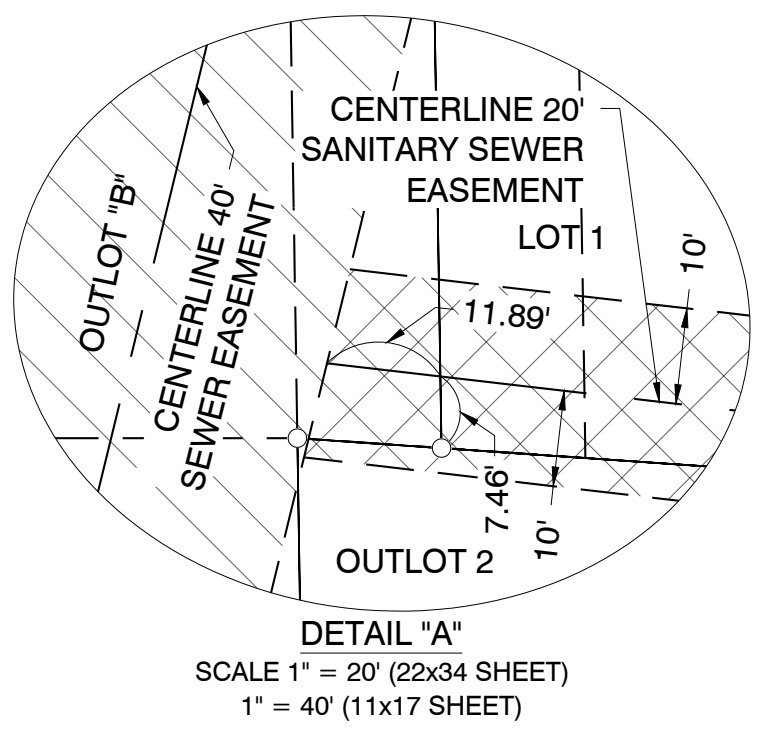
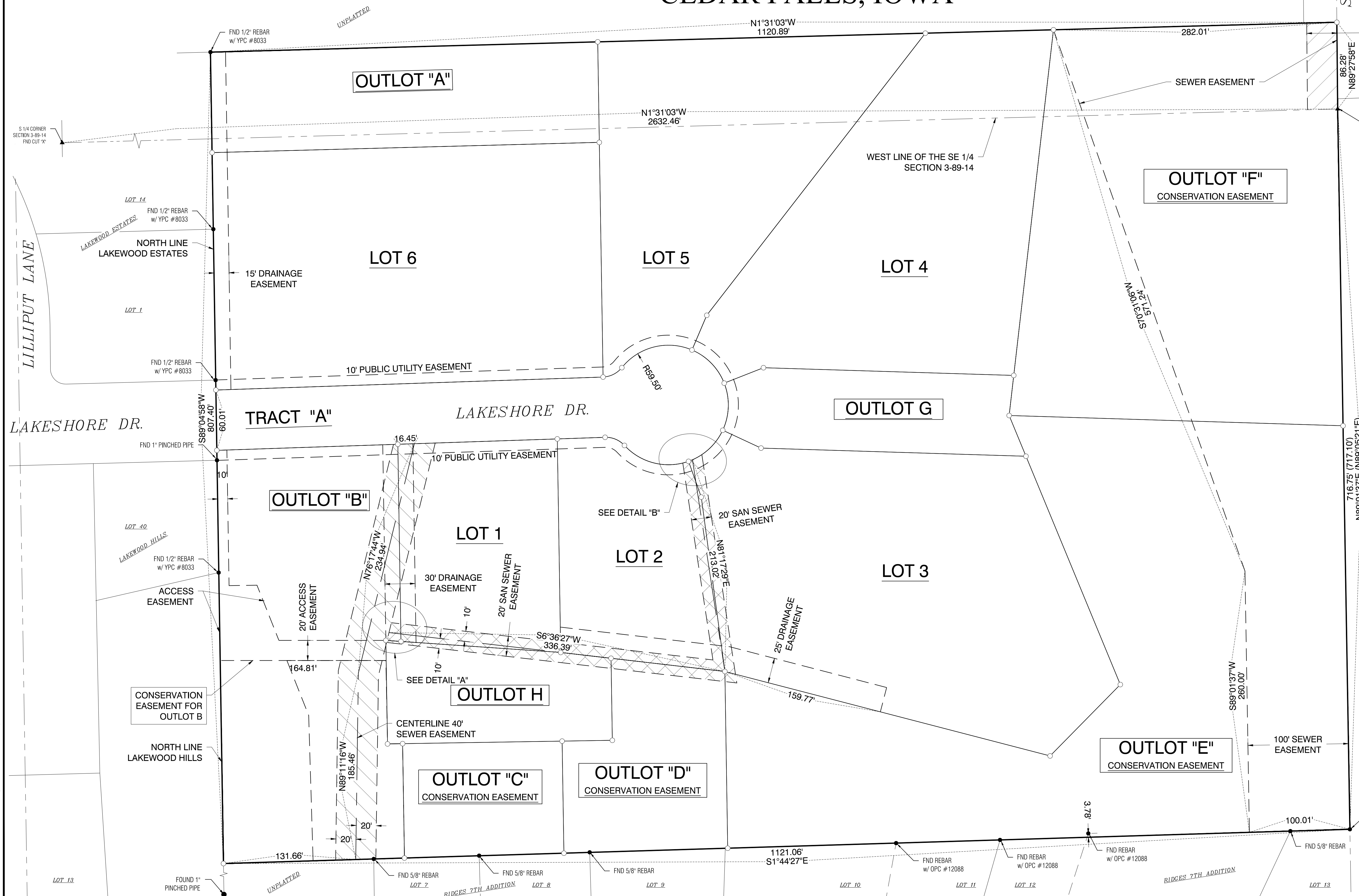
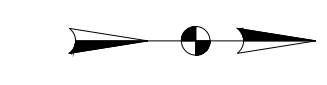
CGA Clapsaddle-Garber Associates, Inc.
Toll Free (800) 542-7961
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

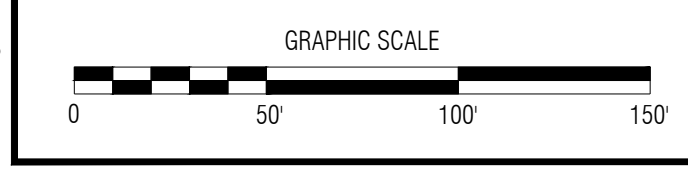
FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

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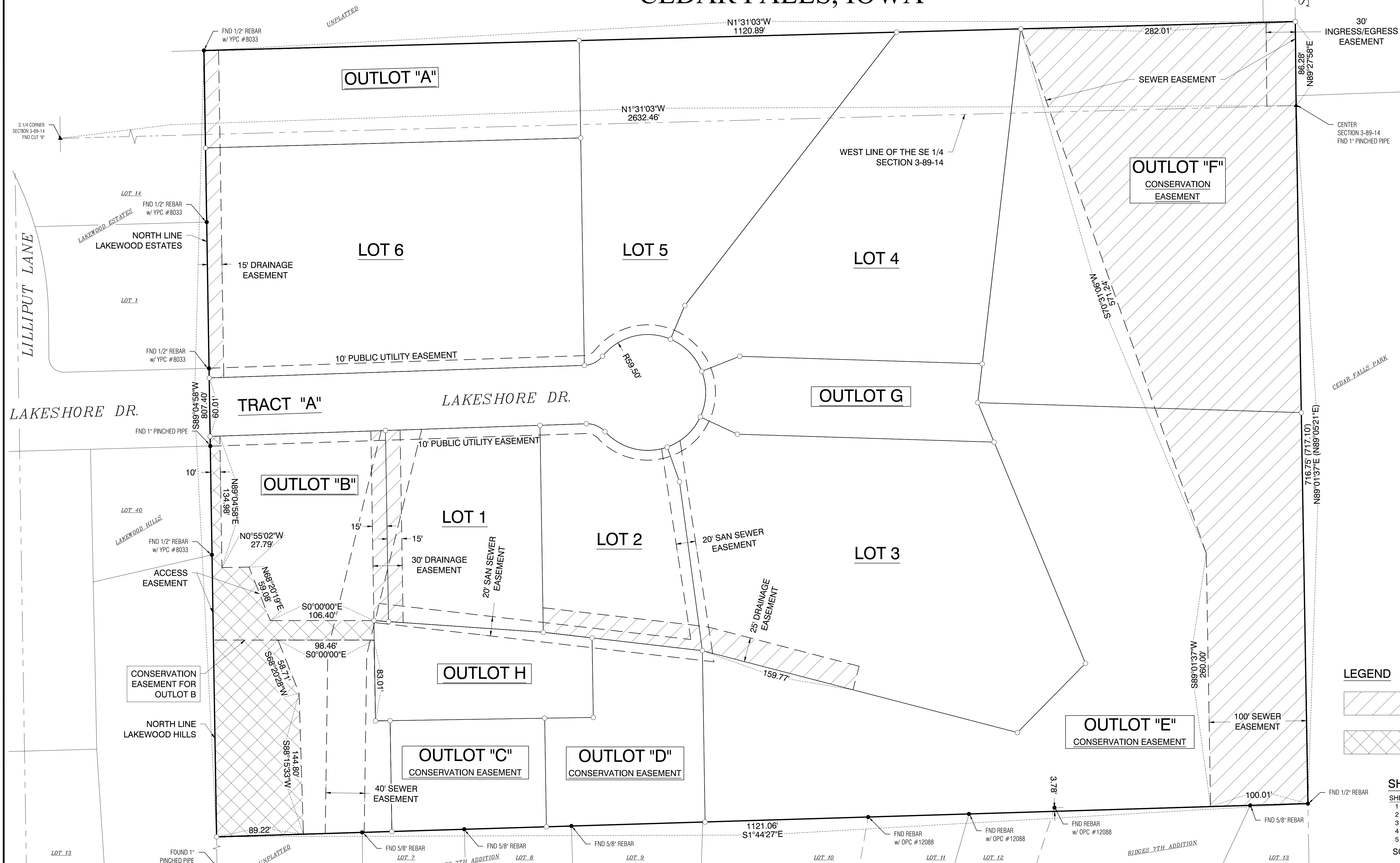
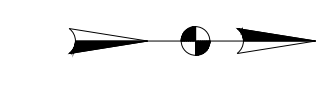
PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5694.05
SHEET NO. 3 OF 5

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FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



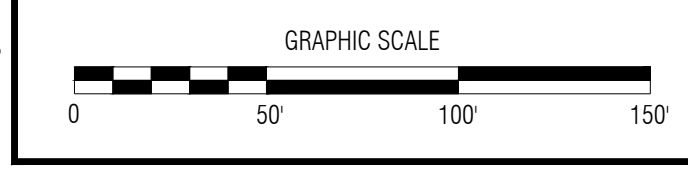
LEGEND

	DRAINAGE EASEMENT
	ACCESS EASEMENT

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
Toll Free (800) 542-7981
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

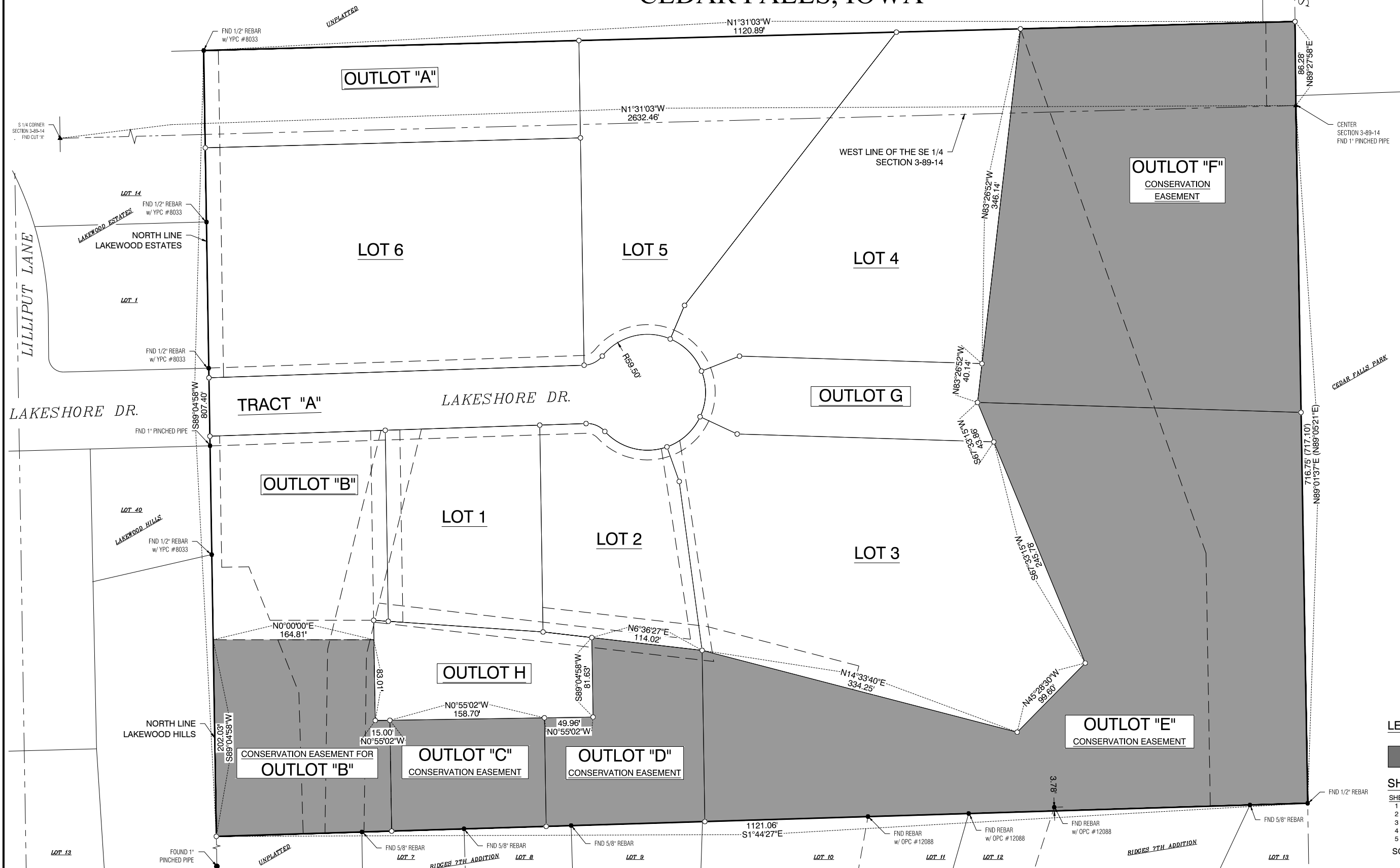
PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5694.05
SHEET NO. 4 OF 5

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FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



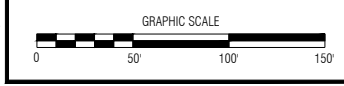
LEGEND

■ CONSERVATION EASEMENTS

SHEET INDEX

SHEET NO.	DESCRIPTION
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2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
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PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

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SURETY BOND NO. SY95505

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, BJW Holdings, 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 Five Hundred Eighty-eight Thousand Twenty-one and 75/100 dollars (\$ 588,021.75), 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 _____ day of _____; 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:

Park Ridge Estates

Division 1 - Grading, Paving, and Utility Plans

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

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 30th day of July, 2019.

Countersigned By:



Signature of Agent

Jason Styve

Printed Name of Agent

Performance Insurance & Financial
Services, LLC

Company Name

500 New York Ave

Company Address

Des Moines, IA 50313

City, State, Zip Code

1-515-309-9500

Company Telephone Number

PRINCIPAL:

BJW Holdings, LLC

Principal

By: 

Signature

Owner/Manager

Title

SURETY:

IMT Insurance Company

Surety Company

By: 

Signature of Attorney-in-Fact

Jason Styve

Printed Name of Attorney-in-Fact

IMT Insurance Company

Company Name

7825 Mills Civic Parkway

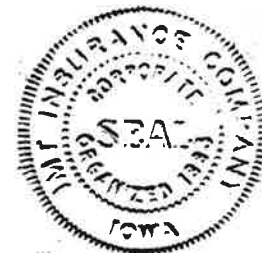
Company Address

West Des Moines, IA 50266

City, State, Zip Code

1-800-274-3531 ext. 816

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



POWER OF ATTORNEY

No. SY95505

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

Jason Styve

of 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:

Five Hundred Eighty-eight Thousand Twenty-one and 75/100 (\$588,021.75) Dollars

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 30th day of July, 2019.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss:
COUNTY OF POLK }

On this 30th day of July, 2019, 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 30th day of July, 2019.

Dalene Holland

Dalene Holland, Secretary





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 Administration Division

TO: Mayor Robert Green and City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: January 28, 2020
SUBJECT: Adopt Project Priorities for College Hill Visioning & Zoning Code Update
 Project No. PZ-000-3221

City Council held a work session on January 20, 2020 to discuss project priorities for the College Hill Visioning & Zoning Code Update. The purpose of the discussion was to establish over-arching priorities to guide the project. They will create a touchstone when there are requests to shift direction or focus. The priorities are not intended to pre-determine the vision, nor are they intended to pre-empt or substitute for community input.

Seven priorities were discussed for the project. Explanatory information is noted with each one to help understand its intent.

1. Create a thoughtful vision plan to manage change over time.
 - Reflect on the past, consider the present, look to the future
 - Respect the unique character and identity of College Hill
 - Plan for the diversity of people that desire to live and work in the neighborhoods and College Hill area
2. Vision will be based on broad community input, gathered through a robust community outreach process.
 - Affirm ongoing community efforts and explore new ideas
 - All are welcome
 - Feedback is appreciated and essential
 - Partner with UNI to encourage participation of University stakeholders – students, faculty & staff, administrators
3. Take into account market realities and changing demographics for all types of development.
 - Future technology needs
 - Future transportation needs
 - Future housing needs and how that complements our neighborhoods
 - Consider the significant influence of UNI
4. Recognize and enhance the unique character of the different parts of the study area.

- Support a thriving and dynamic mixed-use business district
 - Promote pedestrian-oriented design/walkable neighborhoods
 - Create an attractive interface with UNI campus to enhance visitor experience
 - Promote residential neighborhoods with a compatible mix of housing types that meets the diverse needs of the community
5. Encourage economic development based on the adopted vision.
 - Maintain/enhance existing properties
 - Encourage new development and redevelopment that creates a distinctive sense of place
 - Encourage mixed-use development that will expand the customer base for College Hill businesses
 6. Foster healthy residential neighborhoods.
 - Stabilize neighborhoods by fostering a healthy balance of housing for both owners and renters
 - Focus new housing options for college students in areas adjacent to campus
 - Preserve and enhance housing opportunities for long term residents
 - Create a seamless transition between more urban campus edge areas and residential neighborhoods
 7. Establish clear and objective zoning standards to achieve the adopted community vision.

The Department of Community Development recommends adopting these as the project priorities for our College Hill Visioning & Zoning Code Update.

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

xc: Ron Gaines, PE, City Administrator
Karen Howard, AICP, Planning & Community Services Manager



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Item 20.

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 30, 2020
SUBJECT: FY2021 Budget

Attached is the state required notice for the FY21 budget hearing. The rate on the notice is \$11.43. This rate will cause a 1.00% increase on residential properties, a 4.38% increase on commercial & industrial properties, and a .84% decrease on multi-residential properties. You will note that this rate of \$11.43 is different than the rate in the maximum levy resolution which shows \$10.83. This is due to the state form for the maximum levy resolution not including all of the levies.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for February 17, 2020.

If you have any questions, about the budget or the budget process, please feel free to contact me.

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

City of **Cedar Falls** , Iowa

The City Council will conduct a public hearing on the proposed Budget at Cedar Falls City Hall, 220 Clay St.

on 2/17/2020 at 7:00 PM
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 11.43408
The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

 319-273-8600
phone number

 Jennifer Rodenbeck
City Clerk/Finance Officer's NAME

		Budget FY 2021	Re-estimated FY 2020	Actual FY 2019
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	22,728,404	21,437,409	20,804,617
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	22,728,404	21,437,409	20,804,617
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	3,851,770	2,910,194	3,820,358
Other City Taxes	6	6,155,607	6,132,029	6,184,453
Licenses & Permits	7	984,000	1,034,026	1,088,480
Use of Money and Property	8	1,532,880	2,584,502	2,433,113
Intergovernmental	9	11,988,060	14,527,157	16,426,962
Charges for Fees & Service	10	14,432,050	13,632,265	12,911,465
Special Assessments	11	0	0	14,497
Miscellaneous	12	1,317,869	5,408,043	2,499,943
Other Financing Sources	13	1,445,000	0	6,466,587
Transfers In	14	13,371,460	10,183,779	12,046,358
Total Revenues and Other Sources	15	77,807,100	77,849,404	84,696,833
Expenditures & Other Financing Uses				
Public Safety	16	12,796,060	12,252,878	11,746,518
Public Works	17	12,555,450	17,388,243	12,518,076
Health and Social Services	18	232,000	213,440	24,220
Culture and Recreation	19	8,818,580	8,477,228	7,033,669
Community and Economic Development	20	3,591,720	2,682,532	2,641,995
General Government	21	5,974,930	5,662,711	4,032,033
Debt Service	22	955,710	1,177,640	1,028,823
Capital Projects	23	18,950,900	13,174,690	25,342,279
Total Government Activities Expenditures	24	63,875,350	61,029,362	64,367,613
Business Type / Enterprises	25	9,508,540	11,604,522	8,105,211
Total ALL Expenditures	26	73,383,890	72,633,884	72,472,824
Transfers Out	27	13,371,460	10,183,779	12,046,358
Total ALL Expenditures/Transfers Out	28	86,755,350	82,817,663	84,519,182
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,948,250	-4,968,259	177,651
Beginning Fund Balance July 1	30	85,926,029	90,894,288	90,716,637
Ending Fund Balance June 30	31	76,977,779	85,926,029	90,894,288

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert Green and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: January 29, 2020

SUBJECT: 12th Street Reconstruction Project
Project No. RC-059-3196
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 12th Street Reconstruction Project.

We recommend setting Monday, February 17th, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, February 25th, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by February 4, 2020. The Plans and Specifications will be ready for distribution to contractors on February 4, 2020 allowing three (3) weeks of review before contract letting.

This project involves the removal and replacement of 12th St from College St to Tremont St as well as Walnut St from 11th St to 12th St. Walnut St is being lowered to improve sight distance to the 12th St intersection. In addition to full street reconstruction, the project will look to improve storm sewer and water main infrastructure. The intersection when completed will become a 4-way stop.

The total estimated cost for the construction of this project is \$1,160,000.00. The project will be funded by Local Option Sales Tax, Street Construction Fund and Cedar Falls Utilities funding sources.

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

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

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NOTE:
THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2019 VERSION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS, 2018.
DESIGN EXCEPTIONS ARE NOTED ON SHEET A.2.

CONSTRUCTION PLANS FOR CITY OF CEDAR FALLS

BLACKHAWK COUNTY, IOWA

12TH STREET RECONSTRUCTION

CITY PROJECT NUMBER: RC-059-3196
BID DATE: FEBRUARY 25, 2020

CITY COUNCIL MEMBERS

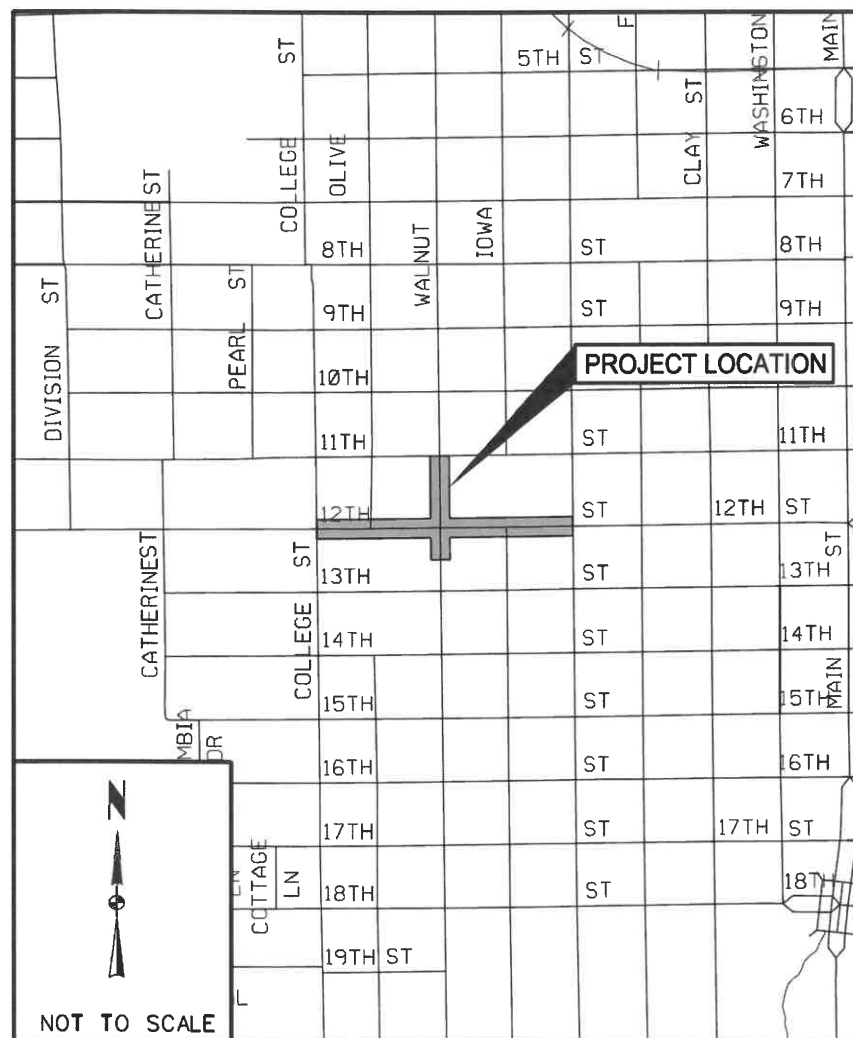
ROBERT M. GREEN, MAYOR

MARK MILLER
SUSAN DEBUHR
DARYL KRUSE
SIMON HARDING
FRANK DARRAH
DAVE SIRES
NICK TAIBER

CITY OF CEDAR FALLS

THIS ENGINEERING DOCUMENT IS RECOMMENDED FOR FILING WITH THE CITY CLERK

PUBLIC WORKS DIRECTOR, CITY ENGINEER DATE
OR DESIGNEE



VICINITY MAP

NOT TO SCALE

204

INDEX OF SHEETS	
NO.	DESCRIPTION
A.1	TITLE SHEET
A.2	LEGEND SHEET
B.1-B.7	TYPICAL SECTIONS & DETAILS
C.1-C.6	NOTES, QUANTITIES, ESTIMATE REFERENCE & TABULATIONS
C.20-C.23	POLLUTION PREVENTION PLAN & EROSION CONTROL
D.1-D.3	PLAN AND PROFILE-12TH STREET
D.4-D.5	PAVEMENT LEGEND
E.1	PLAN AND PROFILE-WALNUT STREET
G.1	SURVEY CONTROL AND REFERENCE INFORMATION
H.1-H.2	RIGHT OF WAY
J.1-J.3	STAGING & TRAFFIC CONTROL
L.1-L.7	INTERSECTION, DRIVEWAY & JOINTING INFO
M.1-M.4	STORM SEWER
MWM.1-MWM.4	WATER MAIN
N.1-N.2	PAVEMENT MARKINGS & PERMANENT SIGNAGE
R.1-R.4	REMOVALS
S.1-S.4	SIDEWALK SHEETS
U.1-U.5	RETAINING WALL DETAILS
W.1-W.8	CROSS SECTIONS-12TH STREET
X.1-X.3	CROSS SECTIONS-WALNUT STREET

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

Patrick D. Schwickerath 01/28/2020
Patrick D. Schwickerath, P.E. Date

License Number P18652
My License Renewal Date is December 31, 2021

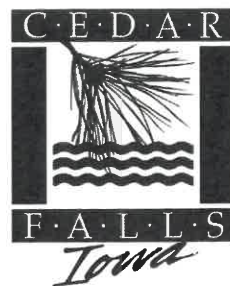
Pages or sheets covered by this seal:
ALL EXCEPT MWM SHEETS

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

Travis J. Schrage 1/28/2020
TRAVIS J. SCHRAGE, P.E. Date

License Number P18965
My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:
MWM Sheets



MARK	REVISION	DATE	BY
Engineer: TDW	Checked By: PDS	Scale: 1"=1'	
Technician: JPS	Date: 01/28/20	Field Bk:	Pg:
Project No:	1181174	Sheet	A.1

12TH STREET RECONSTRUCTION
TITLE SHEET
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-assocates.com

Project No: 1181174
Sheet A.1

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LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	-x-x-	-x-x-
Fence (Chain Link)	-//-	-//-
Fence (Wood)	-	-
Fence (Silt)	-~~	-~~
Tree Line	->	->
Tree Stump	->	->
Deciduous Tree or Shrub	(Tree Symbol)	(Tree Symbol)
Coniferous Tree or Shrub	(Tree Symbol)	(Tree Symbol)
Communication	---C(x)---	---C---
Overhead Communication	---OC(x)---	---OC---
Fiber Optic	---FO(x)---	---FO---
Underground Electric	---E(x)---	---E---
Overhead Electric	---OE(x)---	---OE---
Gas Main with Size	---4" G(x)---	---4" G---
High Pressure Gas Main with Size	---4" HPG(x)---	---4" HPG---
Water Main with Size	---8" W(x)---	---8" W---
Sanitary Sewer with Size	---8" S(x)---	---8" S---
Duct Bank	---DUCT(x)---	---DUCT---
Test Hole Location for SUE w/ID	⊗1	⊗1

(x) Denotes the survey quality service level for utilities

Sanitary Manhole	12" ST	12" ST
Storm Sewer with Size	(Symbol)	(Symbol)
Storm Manhole	(Symbol)	(Symbol)
Single Storm Sewer Intake	(Symbol)	(Symbol)
Double Storm Sewer Intake	(Symbol)	(Symbol)
Fire Hydrant	(Symbol)	(Symbol)
Fire Hydrant on Building	(Symbol)	(Symbol)
Water Main Valve	(Symbol)	(Symbol)
Water Service Valve	(Symbol)	(Symbol)
Well	(Symbol)	(Symbol)
Utility Pole	(Symbol)	(Symbol)
Guy Anchor	(Symbol)	(Symbol)
Utility Pole with Light	(Symbol)	(Symbol)
Utility Pole with Transformer	(Symbol)	(Symbol)
Street Light	(Symbol)	(Symbol)
Yard Light	(Symbol)	(Symbol)
Electric Box	(Symbol)	(Symbol)
Electric Transformer	(Symbol)	(Symbol)
Traffic Sign	(Symbol)	(Symbol)
Communication Pedestal	(Symbol)	(Symbol)
Communication Manhole	(Symbol)	(Symbol)
Communication Handhole	(Symbol)	(Symbol)
Fiber Optic Manhole	(Symbol)	(Symbol)
Fiber Optic Handhole	(Symbol)	(Symbol)
Gas Valve	(Symbol)	(Symbol)
Gas Manhole	(Symbol)	(Symbol)
Gas Appurtenus	(Symbol)	(Symbol)
Fence Post or Guard Post	(Symbol)	(Symbol)
Underground Storage Tank	(Symbol)	(Symbol)
Above Ground Storage Tank	(Symbol)	(Symbol)
Sign	(Symbol)	(Symbol)
Satellite Dish	(Symbol)	(Symbol)
Mailbox	(Symbol)	(Symbol)
Soil Boring	(Symbol)	(Symbol)

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESSES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI/ ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

UTILITY CONTACTS

UTILITY TYPE	UTILITY PROVIDER	CONTACT NAME	CONTACT PHONE
GAS	CEDAR FALLS UTILITIES	JERALD LUKENSMEYER	319-268-5330
ELECTRIC	CEDAR FALLS UTILITIES	JOHN OSTERHAUS	319-268-5298
CFU COMMUNICATIONS	CEDAR FALLS UTILITIES	MIKE SMITH	319-268-5224
WATER	CEDAR FALLS UTILITIES	TRAVIS SCHRAGE	319-268-5336
CABLE	CENTURYLINK	BRENT GIESE	563-355-2592
CABLE	MEDIACOM	KEVIN PARKER	319-240-4937
CABLE	WINDSTREAM	FELICIA HODGES	501-748-4743
SANITARY SEWER	WATER RECLAMATION	MIKE NYMAN	319-273-8633
POLICE DEPARTMENT	-	-	319-273-8612
EMERGENCY	-	-	911

URBAN TWO-LANE COLLECTOR DESIGN STANDARDS		
Design Element	Preferred	Acceptable
General		
Design Speed	30 mph	25 mph
Design Lane Width (ft)	12	11
Backslope	2%	not steeper than 3:1
Clear Zone (ft)	8	5.5
Object Setback (ft)	3	1.5
Urban		
Curb Offset (ft)	2	1.5
Parking Lane Width (ft)	8	7.5
Roadway Width with Parking on One Side	34	31
Roadway Width without Parking	31	25
Elements related to Design Speed		
Stopping Sight Distance (ft)	200	200
Min. Vertical Curve Length (ft)	75	75
Min. Rate of Vertical Curvature, Crest (K)	30	19
Min. Rate of Vertical Curvature, Sag (K)	37	37
Minimum Gradient (Percent)	0.6	0.5
Maximum Gradient (Percent)	5	11

DESIGN EXCEPTIONS				
Element	Criteria Section	Criteria	Exception	Location
Subsurface (Geotechnical)	6B-1	Perform soil borings at 200-foot intervals	No borings were performed in conjunction with this project	12th St
Pavement Crown	5C-2	Pavement Crown should be 2%	Crown is non-existent on portions of 12th St due to existing conditions of cross slope.	12th St
Driveways	5L-4	Algebraic Difference between g2 and g3 not exceed 8%	Vertical curve has been provided to smoothen transition and minimize impact to property owner	Parcel #1112 on Walnut St
Clear Zone	Table 5C-1.05	8' Preferred Clear Zone	Meets 5.5' Acceptable Clear Zone	Project Limits
Object Setback	Table 5C-1.01	3' Preferred Object Setback	Meets 1.5' Acceptable Object Setback	Project Limits
Max Encroachment (Storm Sewer)	2A-3	Flow spread must not encroach to within 8 feet of the centerline of a two-lane street	Wider Range, in all cases the flow spread is better than existing; Economically infeasible to add additional intakes to reduce	ST-1, ST-2, ST-3, ST-4 and ST-5

STATEWIDE URBAN DESIGN AND SPECIFICATIONS STANDARD DETAILS

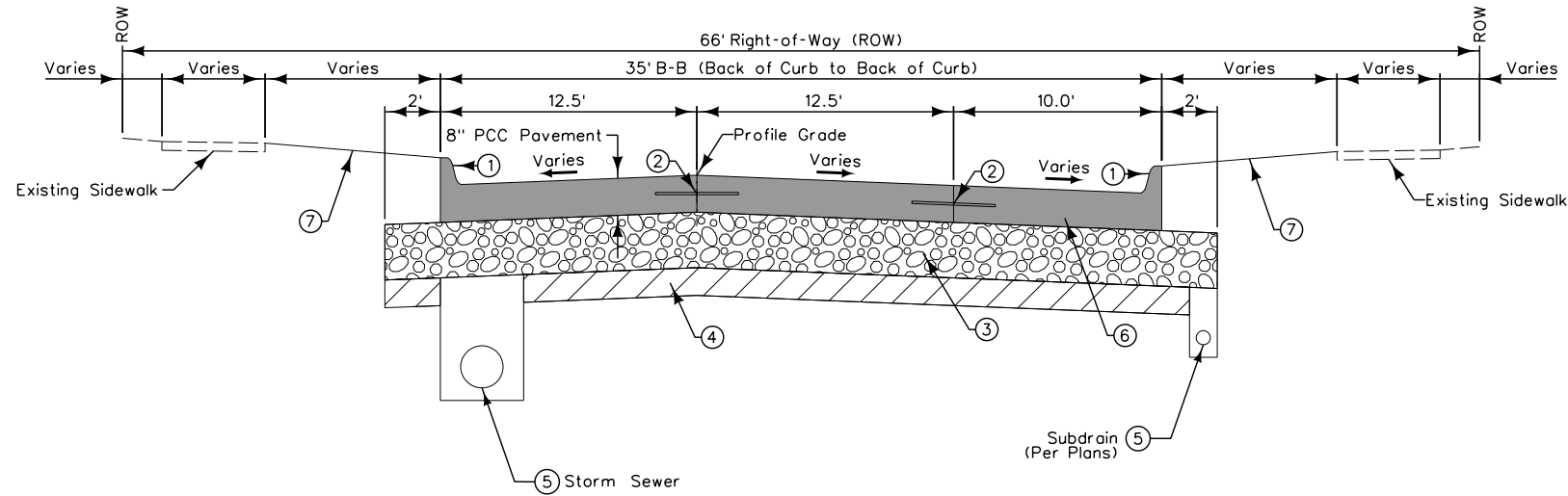
THE FOLLOWING DETAILS ARE SPECIFICALLY BROUGHT TO THE CONTRACTOR'S ATTENTION. ALL STATEWIDE URBAN DESIGN AND SPECIFICATIONS STANDARD DETAILS ARE APPLICABLE TO THIS CONTRACT. THIS LIST MAY NOT INCLUDE ALL APPLICABLE STANDARD DETAILS.

NUMBER	NAME	DATE
2010.102	Designation of Roadway Earthwork Items	10/1/2014
3010.101	Trench Bedding and Backfill Zones	4/17/2018
3010.102	Rigid Gravity Pipe Trench Bedding	4/18/2017
3010.103	Flexible Gravity Pipe Trench Bedding	10/1/2016
3010.104	Pressure Pipe Trench Bedding	4/1/2018
4020.211	Storm Sewer Pipe Connections	4/17/2018
4040.231	Subdrains	10/1/2014
4040.232	Subdrain Cleanouts	10/1/2016
5010.101	Thrust Blocks	10/1/2016
5010.102	Tracer Systems	10/1/2016
5010.901	Minimum Clearance Between Water Service and Structure	10/1/2014
5020.201	Fire Hydrant Assembly	4/1/2017
6010.401	Circular Storm Sewer Manhole	4/1/2018
6010.507	Single Open-throat Curb Intake, Small Box	4/1/2018
6010.509	Double Open-throat Curb Intake, Small Box	4/1/2018
6010.602	Castings for Storm Sewer Manholes	4/1/2015
7010.101	Joints	10/1/2017
7010.102	PCC Curb Details	10/1/2016
7010.103	Manhole Boxouts in PCC Pavement	4/1/2011
7010.901	PCC Pavement Jointing	10/1/2012
7010.904	Typical Jointing Layout	10/1/2010
7030.101	Concrete Driveway, Type A	10/1/2015
7030.103	Driveway Grading	10/1/2015
7030.104	Right-of-way Grading	10/1/2014
7030.201	Classes of Sidewalk	10/1/2015
7030.204	General Features of an Accessible Sidewalk	10/1/2015
7030.205	General Sidewalk and Curb Ramp Details	10/1/2015
7030.206	Curb Ramps Outside of Intersection Radius	10/1/2015
7030.207	Curb Ramp for Class B or C Sidewalk	10/1/2012
7030.208	Alternative Curb Ramp for Class B or C Sidewalk	10/1/2012
7030.210	Detectable Warning Placement	10/1/2012
8030.101	Temporary Traffic Control General Information	10/1/2017
8030.116	Street or Road Closure	10/1/2017
8030.117	Sidewalk Detour	10/1/2017
9040.102	Filter Berm and Filter Sock	10/17/2017
9072.221	Combined Retaining Wall - Sidewalk	10/1/2015
9080.102	Type B Concrete Steps with Handrail	10/1/2014
11030.101	Temporary Mailboxes	10/1/2016
11040.101	Temporary Granular Sidewalk and Temporary Residential Access	10/1/2016

Item 21.
 Scale: PDS
 Date: 01/28/20
 Project No: 118174
 Sheet: A.2

12TH STREET RECONSTRUCTION
LEGEND SHEET
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

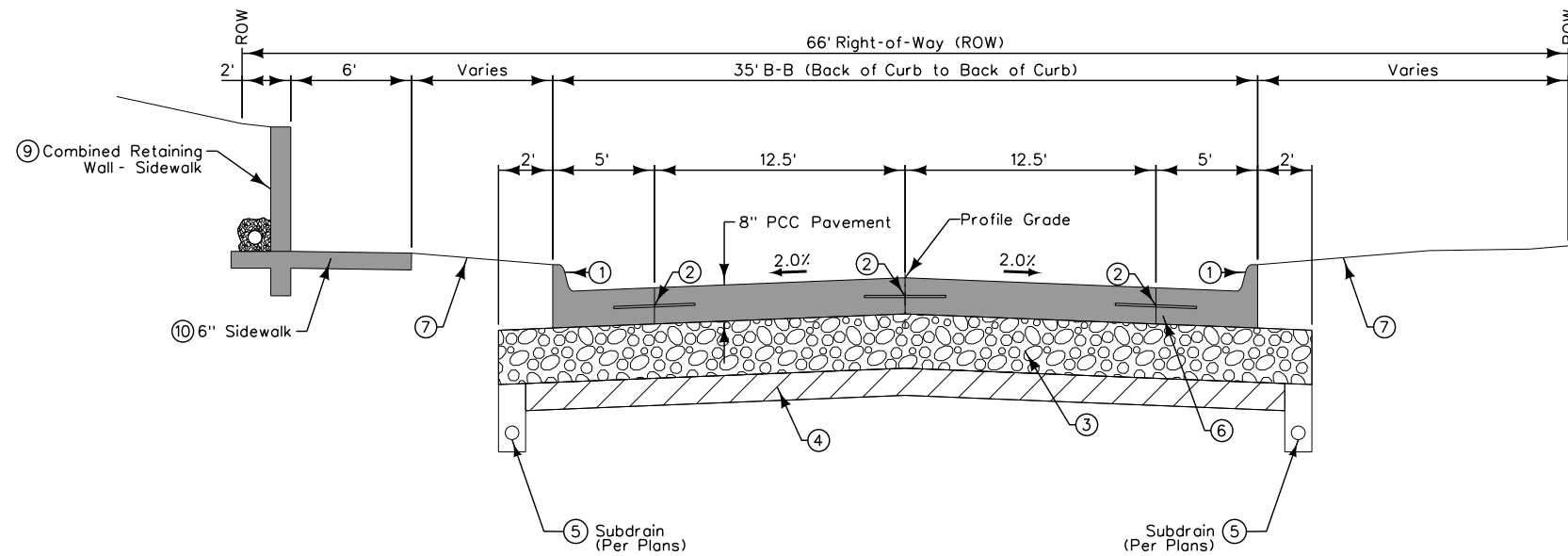
SNYDER & ASSOCIATES
 Project No: 205
 Sheet: A.2



1
B.1 TYPICAL CROSS SECTION - WEST 12TH STREET, 2-LANE 35' B-B WITH ON STREET PARKING LANE, PCC PAVEMENT WITH CURBS
NO SCALE

- ① 6 inch standard curb.
- ② BT-2, KT-2, or L-2 joint depending on pavement thickness and construction staging.
- ③ 12" Modified Subbase.
- ④ 6 inches of compacted subgrade.
- ⑤ Refer to M Sheets for locations of storm sewer and/or subdrains. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑥ No dowels within 24" of the back of curb. See Figure 7010.101, Sheet 8.
- ⑦ Target 2.0% to 8.3% slope from Back of Curb to Front of Walk.
- ⑧ Unless otherwise specified in the contract documents.

TRANSVERSE JOINT REQUIREMENTS ⑧		
Pavement Thickness	Transverse Joint Type	Transverse Joint Spacing
8"	CD	15'



2
B.1 TYPICAL CROSS SECTION - WALNUT STREET, 2-LANE 35' B-B, PCC PAVEMENT WITH CURBS
NO SCALE

- ① 6 inch standard curb.
- ② BT-2, KT-2, or L-2 joint depending on pavement thickness and construction staging.
- ③ 12" Modified Subbase.
- ④ 6 inches of compacted subgrade.
- ⑤ Refer to M Sheets for locations of storm sewer and/or subdrains. Omit subdrain where longitudinal storm sewer is installed along roadway.
- ⑥ No dowels within 24" of the back of curb. See Figure 7010.101, Sheet 8.
- ⑦ Target 2.0% to 8.3% slope from Back of Curb to Front of Walk.
- ⑧ Unless otherwise specified in the contract documents.
- ⑨ Refer to SUDAS Figure 9072-221 for details.
- ⑩ Refer to S Sheets for sidewalk intersection details.

TRANSVERSE JOINT REQUIREMENTS ⑧		
Pavement Thickness	Transverse Joint Type	Transverse Joint Spacing
8"	CD	15'

Item 21.

FINAL PLANS	REVISION	PDS	Scale	Field
MARK	Engineer: TDW	Checked By: JPS	Date: 01/28/20	
	Technician: JPS			

CEDAR FALLS, IOWA
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

12TH STREET RECONSTRUCTION
TYPICAL SECTIONS & DETAILS
SNYDER & ASSOCIATES, INC.



Project No: 206
Sheet B.1

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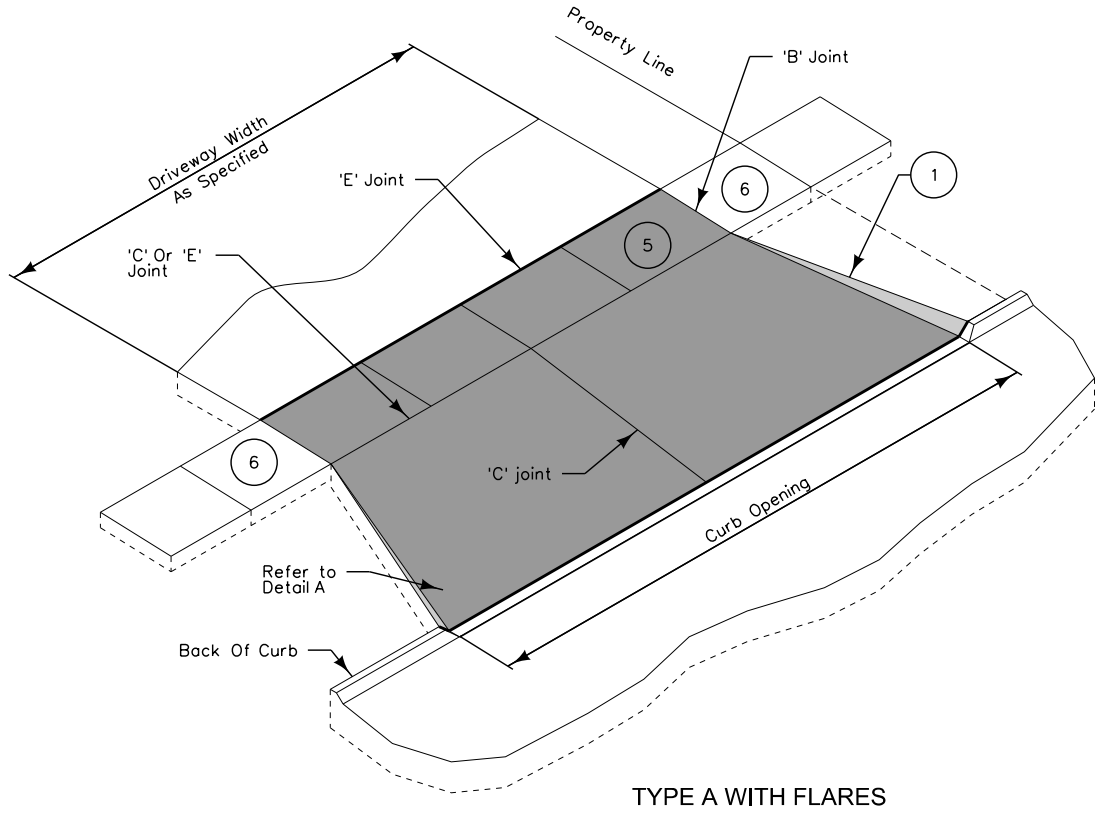
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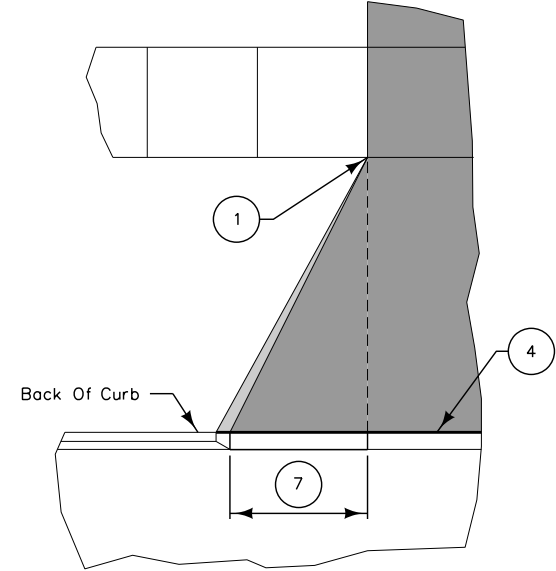
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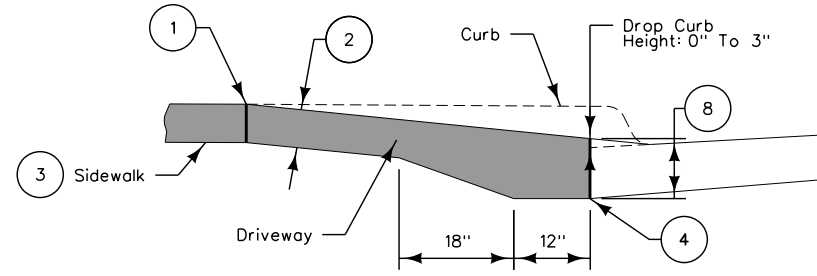
- ① Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk. The flares do not necessarily end at a sidewalk as shown here.
- ② Pavement thickness: 6 inches.
- ③ Sidewalk thickness through driveway to match thickness of driveway.
- ④ Provide 'E' joint at back of curb unless 'B' joint is specified.
- ⑤ Target cross slope of 1.5% with a maximum cross slope of 2.0%.
- ⑥ If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway. If elevation change requires a curb ramp, comply with figure 7030.205; verify need for detectable warning panel with engineer.
- ⑦ Driveways flare width is to be 3'.
- ⑧ Match thickness of adjacent roadway, 8 inches minimum.



TYPE A WITH FLARES

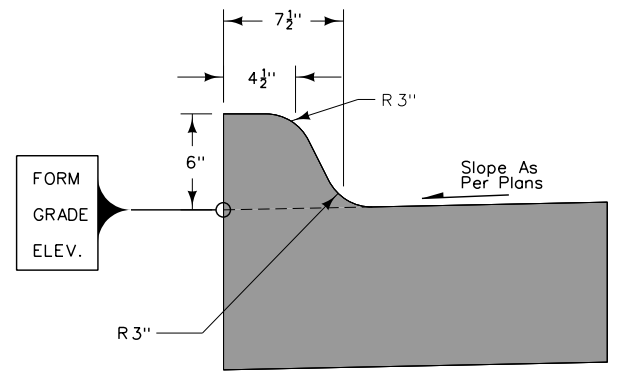


DETAIL A

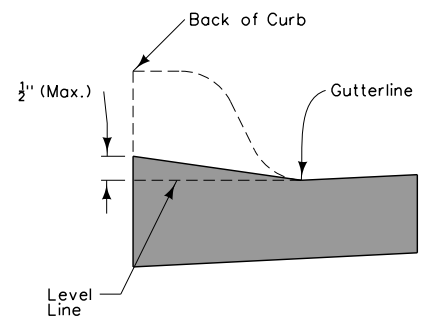


TYPICAL SECTION

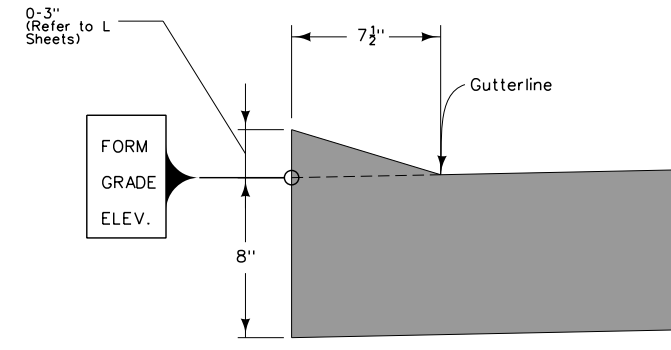
① CONCRETE DRIVEWAY, TYPE A
NO SCALE



6" STANDARD CURB



DROP CURB AT SIDEWALK



DRIVEWAY DROP CURB

② CURB DETAILS
NO SCALE

Item 21.	Sheet B.2
Project No: 1181174	
Engineer: JPS	Checked By: PDS
Technician: JPS	Date: 01/28/20
MARK	REVISION
FINAL PLANS	

12TH STREET RECONSTRUCTION

TYPICAL SECTIONS & DETAILS

SNYDER & ASSOCIATES, INC.

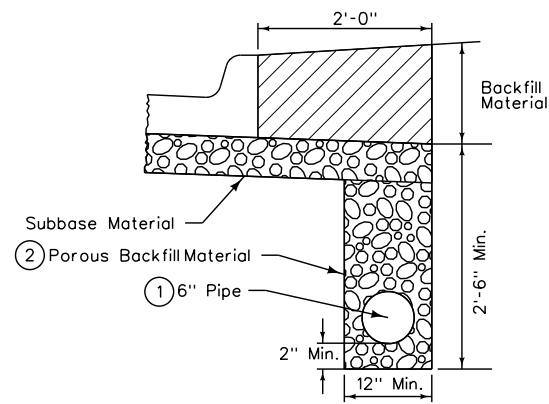
CEDAR FALLS, IOWA

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES

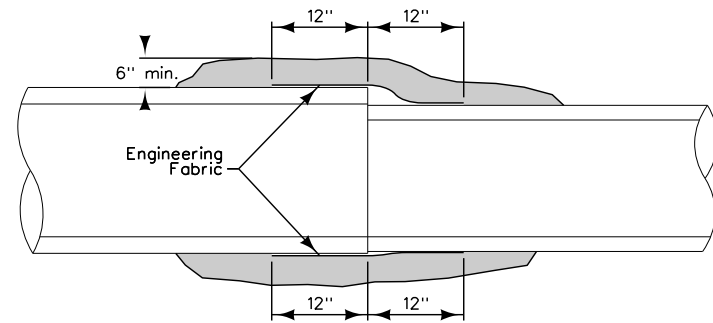
NOTES:
Type 1 installation is for longitudinal subdrain only.

- ① Place perforations down for all installations.
- ② Do not place engineering fabric around porous backfill

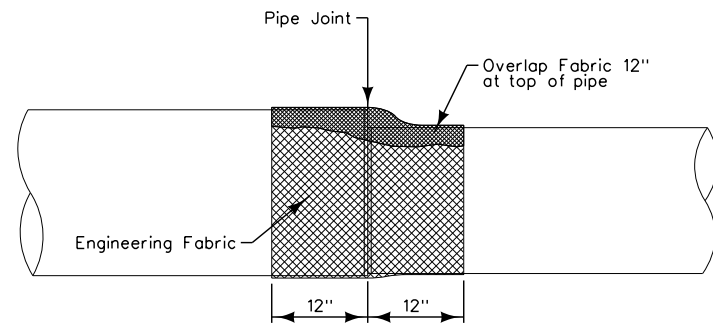


CASE B
TYPE 1

① SUBDRAIN
B.3 NO SCALE

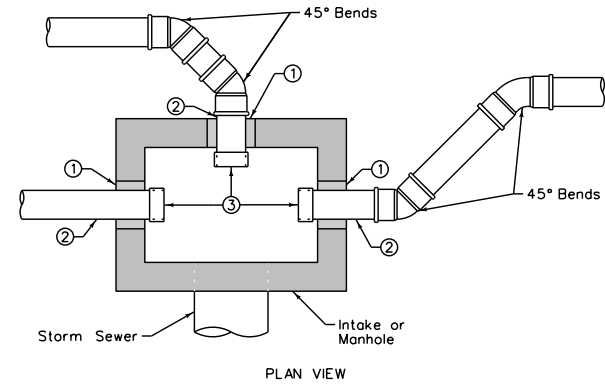


CONCRETE COLLAR CONNECTION



PIPE JOINT WRAPPING

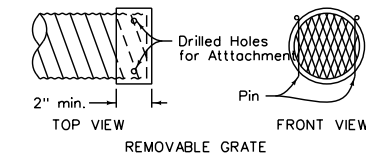
④ PIPE CONNECTION OF DISSIMILAR PIPE SIZES
B.3 NO SCALE



OUTLET INTO STRUCTURE

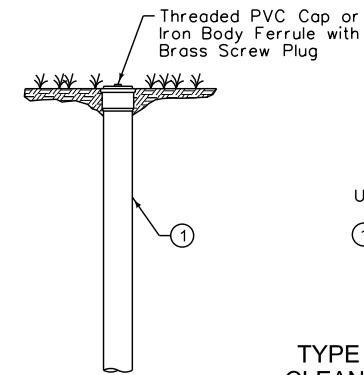
Install double outlet pipes on all longitudinal subdrain systems, except at the beginning and end of the system. At these locations, install a single outlet pipe.

- ① Fill annular space with non-shrink grout.
- ② Outlets through intake walls to be CMP.
- ③ Extend outlet pipe into structure as required to install removable rodent guard.



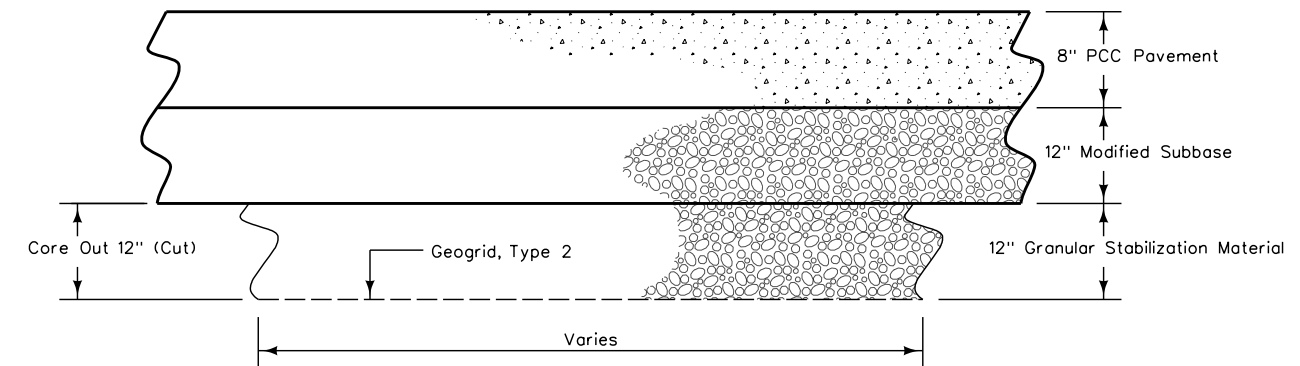
RODENT GUARD

② SUBDRAIN OUTLET
B.3 NO SCALE



TYPE A-2
CLEANOUT

③ SUBDRAIN CLEANOUT
B.3 NO SCALE



NOTE:

This section is typical only, and may be appropriately modified in areas specifically designated by the Engineer. This item is to be placed only as determined necessary by the Engineer.

⑤ SUBGRADE STABILIZATION FOR POOR SOILS
B.3 NO SCALE

Item 21.

FINAL PLANS	REVISION	PDS	Field	Scale	Sheet
MARK	Engineer: TDW	Checked By: JPS	Date: 01/28/20	1181174	B.3
Project No:	1181174				

12TH STREET RECONSTRUCTION

TYPICAL SECTIONS & DETAILS

CEDAR FALLS, IOWA

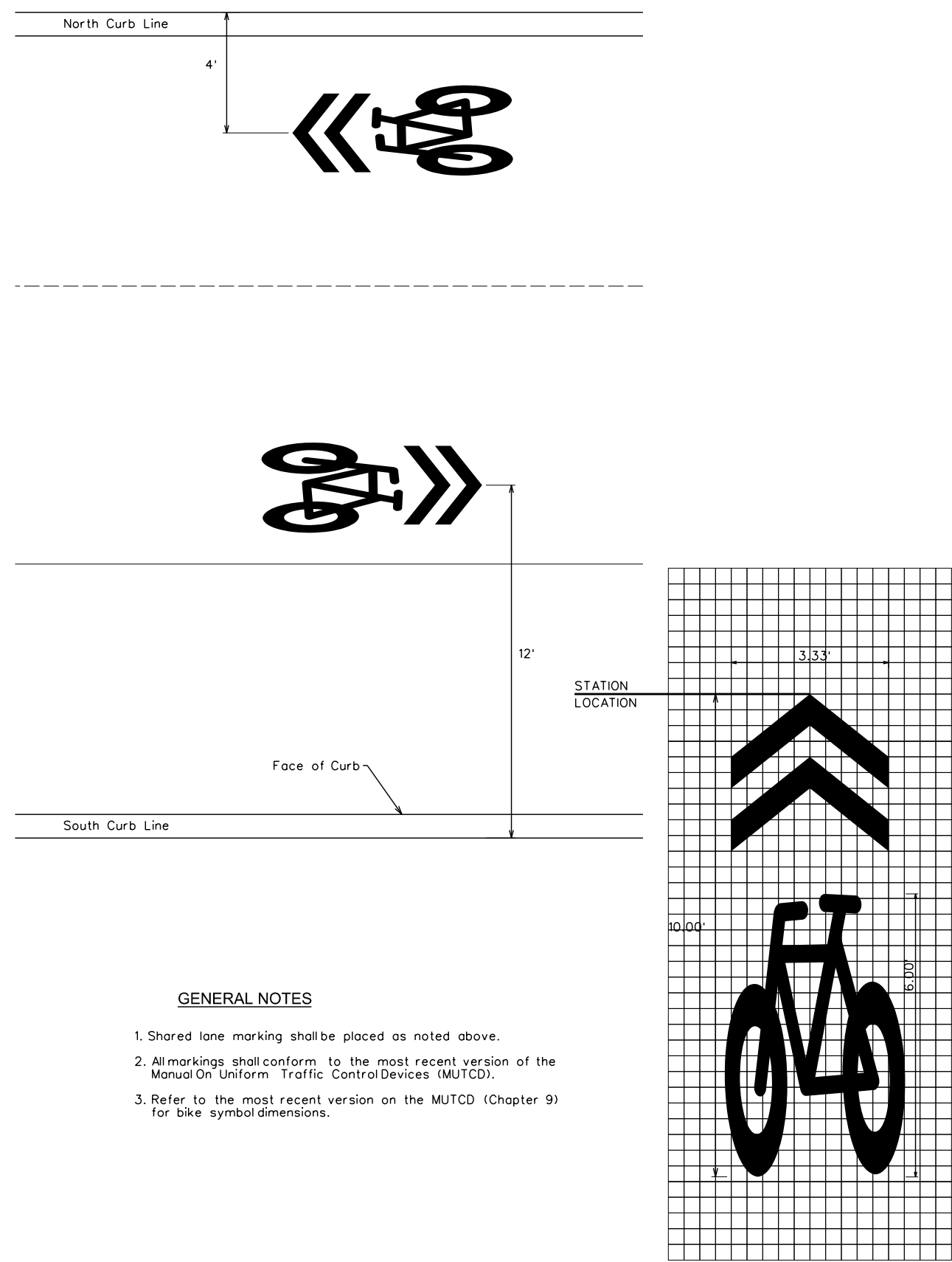
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
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SNYDER & ASSOCIATES, INC.



Project No: 208

Sheet B.3

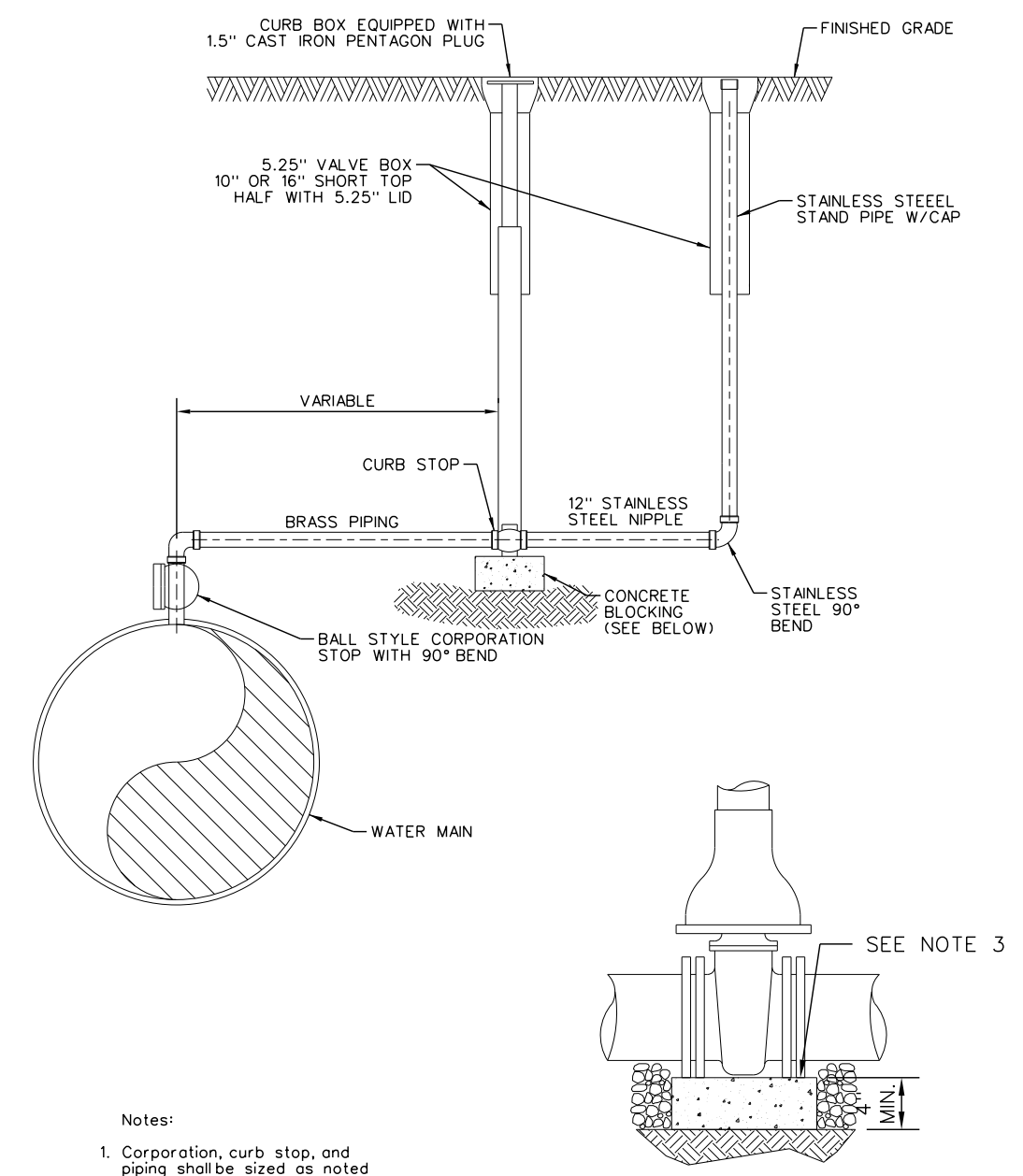


GENERAL NOTES

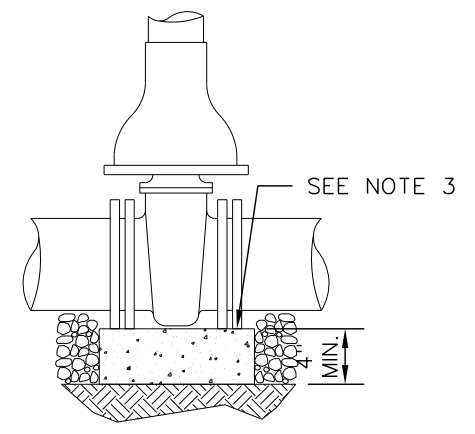
1. Shared lane marking shall be placed as noted above.
2. All markings shall conform to the most recent version of the Manual On Uniform Traffic Control Devices (MUTCD).
3. Refer to the most recent version on the MUTCD (Chapter 9) for bike symbol dimensions.

1 SHARED LANE MARKING
B.5 NO SCALE

2 AIR RELEASE VALVE
B.5 NO SCALE



- Notes:
1. Corporation, curb stop, and piping shall be sized as noted on plans with a minimum of 1". Sizing shall match throughout assembly.
 2. Installation fitting at corporation stop for water mains with cathodic protection.
 3. Shim valve flanges and/or body as required so they are in bearing on block. Use only stainless steel shims.

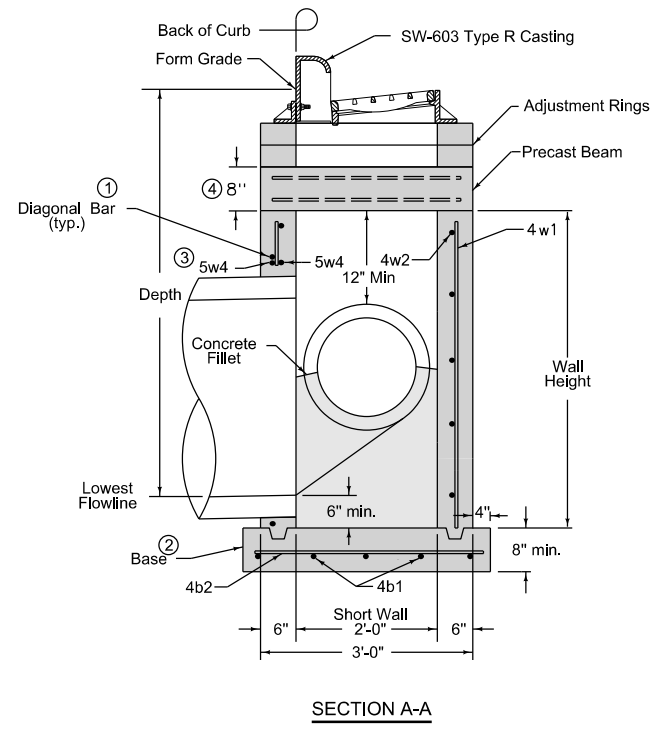


Item 21.	Sheet B4
Project No: 1181174	
Engineer: JPS	Checked By: PDS
Technician: JPS	Date: 01/28/20
MARK	REVISION
FINAL PLANS	

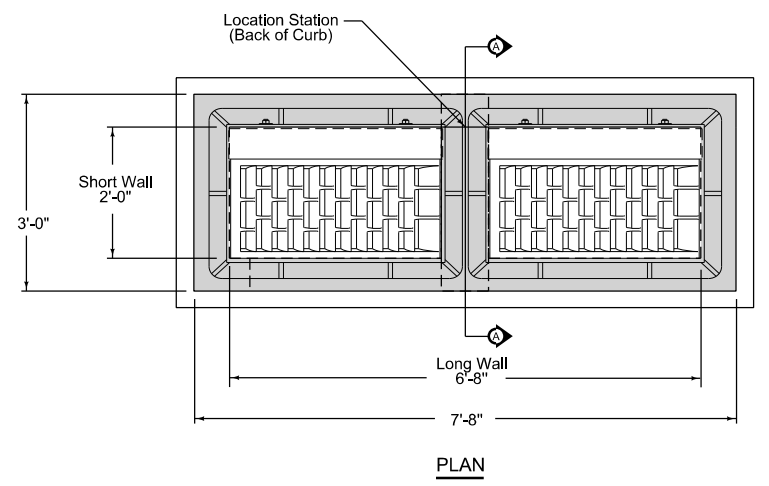
12TH STREET RECONSTRUCTION
TYPICAL SECTIONS & DETAILS
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.

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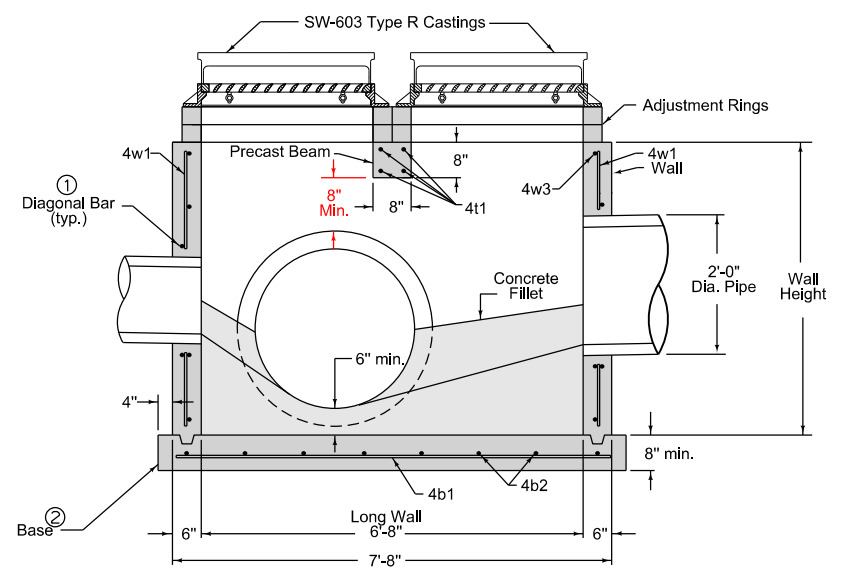
SECTION A-A



PLAN

Refer to SW-514 for boxout details.

- ① Install four #4 diagonal bars at all pipe openings.
- ② Cast-in-place base shown. If base is precast integral with walls, the footprint of the base is not required to extend beyond the outer edge of the walls.
- ③ 2 - 5W4 bars to be placed just above pipe opening
- ④ If less than 8" of wall above pipe, top/precast beam must be cast-in-place and poured integral with wall.



TYPICAL SECTION

REINFORCING BAR LIST						
Mark	Size	Location	Shape	Count	Length	Spacing
4t1	4	Beam	—	4	2'-8"	4"
4b1	4	Base	—	5	7'-10"	10"
4b2	4	Base	—	8	3'-2"	12"
4w1	4	Walls	—	24	Wall Height minus 4"	12"
4w2	4	Long Walls	—	Varies	7'-4"	12"
4w3	4	Short Walls	—	Varies	2'-8"	12"
5w4	5	Long Walls	—	2	7'-4"	-

MAXIMUM PIPE DIAMETERS		
Pipe Location	Precast Structure	Cast-in-place Structure
Short Wall	15"	18"
Long Wall	60"	66"

1
 B.6 DOUBLE GRATE INTAKE, SW-505 MODIFIED (ST-3, ST-4, ST-5, ST-6, ST-7, ST-10)
 NO SCALE

Item 21.	Sheet B.6
Project No: 1181174	Field
Engineer: JPS	Scale
Checked By: PDS	Field
Date: 01/28/20	Field
Technician: JPS	Field
REVISION	BY
FINAL PLANS	TDW

12TH STREET RECONSTRUCTION

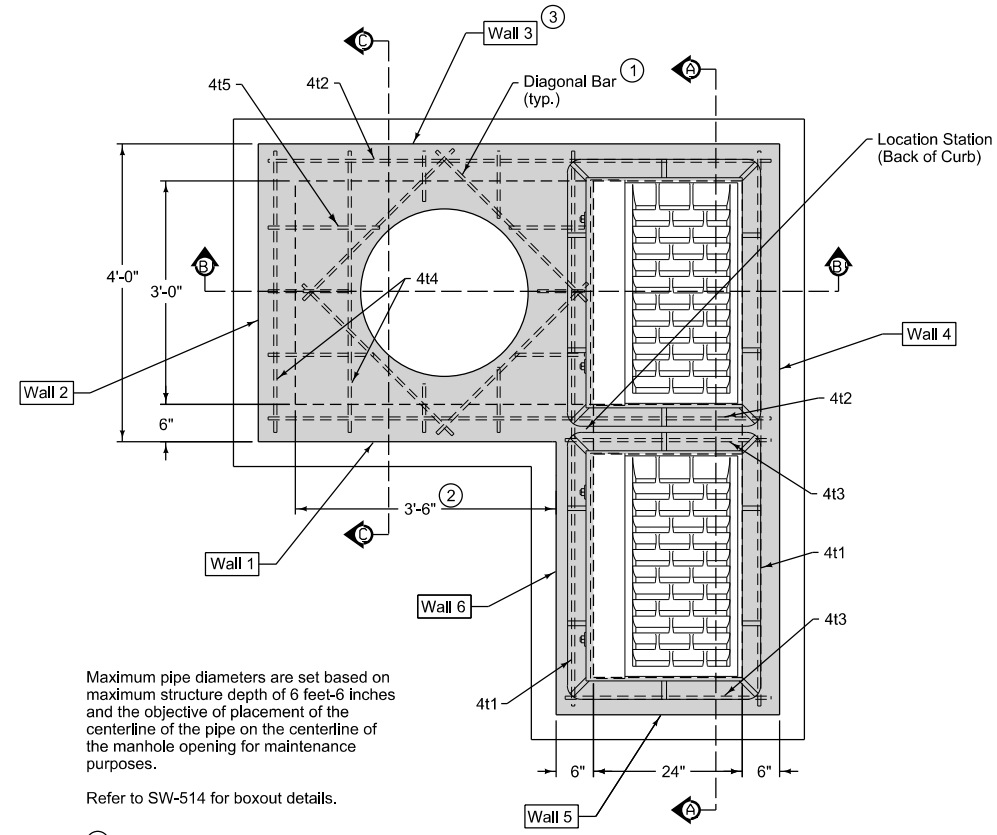
TYPICAL SECTIONS & DETAILS

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

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Project No: 211
 Sheet B.6



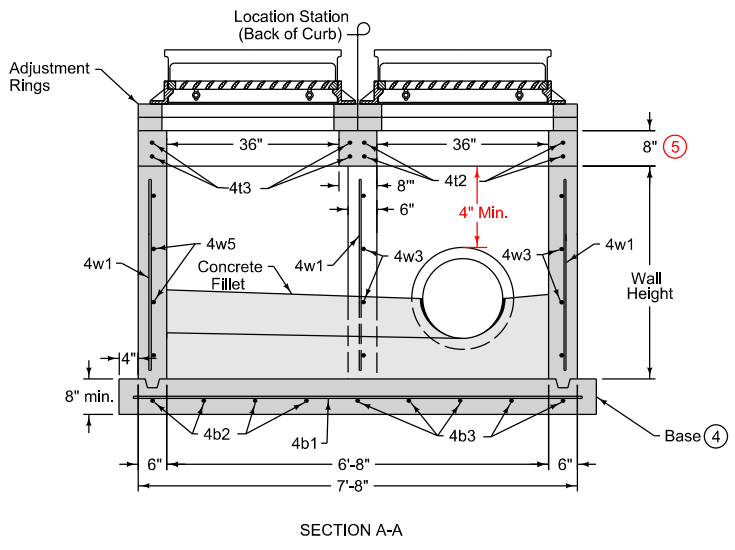
PLAN

Maximum pipe diameters are set based on maximum structure depth of 6 feet-6 inches and the objective of placement of the centerline of the pipe on the centerline of the manhole opening for maintenance purposes.

Refer to SW-514 for boxout details.

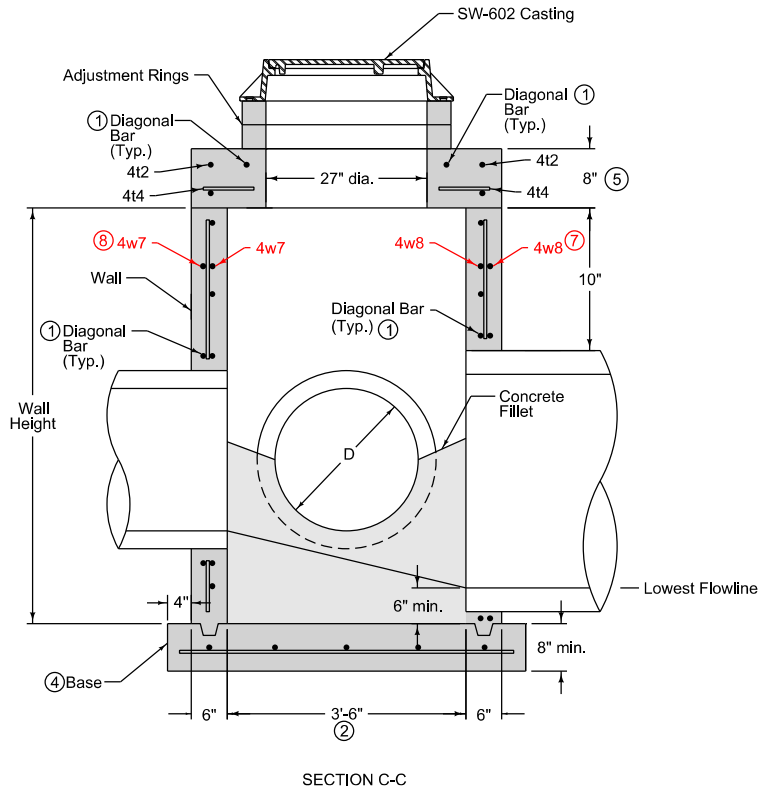
- ① Install four #4 diagonal bars at manhole opening and at all pipe openings.
- ② If Wall 1 is widened to 4 feet, the maximum pipe diameter can be increased to 36 inches.
- ③ If Wall 1 is widened to 4 feet, the maximum pipe diameter in Wall 3 can be increased to 42 inches.
- ④ Cast-in-place base shown. If base is precast integral with walls, the footprint of base is not required to extend beyond the outer edge of the walls.
- ⑤ If less than 8" of wall above pipe, top/precast beam must be Cast-In-Place and poured integral with the wall.
- ⑥ 2 - 6w1 to be placed above pipe
- ⑦ 2 - 4w8 to be placed above pipe
- ⑧ 2 - 4w7 to be placed above pipe

Wall	Max. Dia.
1	30" ②
2	24"
3	36" ③
4	42"

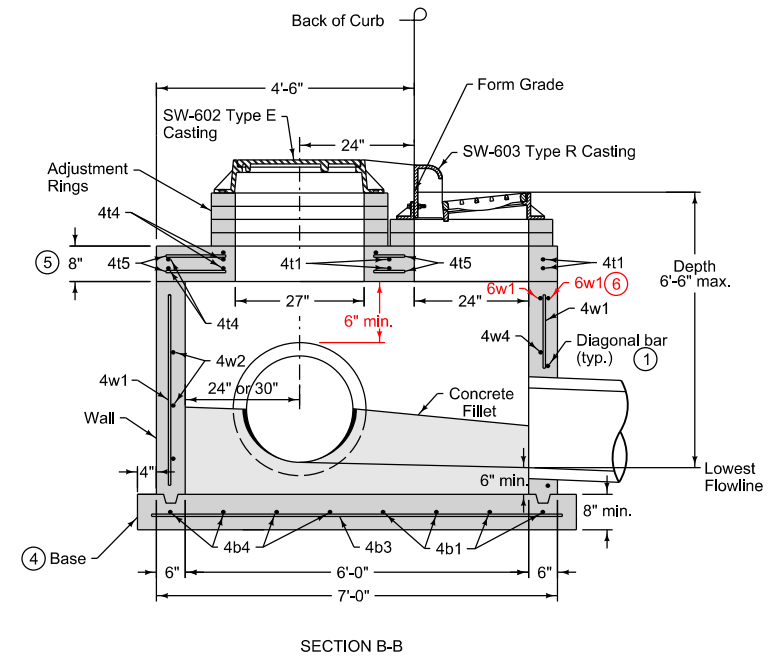


SECTION A-A

Mark	Size	Location	Shape	Count	Length	Spacing
4t1	4	Top	---	4	7'-4"	See Detail
4t2	4	Top	---	4	6'-8"	See Detail
4t3	4	Top	---	4	2'-8"	See Detail
4t4	4	Top	---	8	3'-8"	12"
4t5	4	Top	---	6	4'-2"	12"
4b1	4	Base	---	4	7'-10"	12"
4b2	4	Base	---	4	3'-2"	12"
4b3	4	Base	---	5	7'-2"	12"
4b4	4	Base	---	4	4'-2"	12"
4w1	4	Walls	---	29	Wall Height minus 4"	12"
4w2	4	Wall 2	---	Varies	3'-8"	12"
4w3	4	Walls 1 and 3	---	Varies	6'-8"	12"
4w4	4	Wall 4	---	Varies	7'-4"	12"
4w5	4	Wall 5	---	Varies	2'-8"	12"
4w6	4	Wall 6	---	Varies	3'-10"	12"
4w7	4	Wall 1	---	2	4'-0"	---
4w8	4	Wall 3	---	2	6'-8"	---
6w1	6	Wall 4	---	2	7'-4"	---



SECTION C-C



SECTION B-B

Item 21.	Sheet B.7
Project No: 1181174	
Technician: JPS	
Engineer: TDW	
Checked By: PDS	
Date: 01/28/20	
REVISION	
MARK	
FINAL PLANS	

12TH STREET RECONSTRUCTION
TYPICAL SECTIONS & DETAILS
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
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Project No: 212
 Sheet B.7

① DOUBLE GRATE INTAKE WITH MANHOLE, SW-506 MODIFIED (ST-3a, ST-8)
 NO SCALE

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ESTIMATE REFERENCE INFORMATION (CONTINUED)

Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision.

ITEM NO.	ITEM CODE	ITEM
45	5020-108-B-0	Tapping Valve Assembly, 12"x6" Same as previous item.
46	5020-108-B-0	Tapping Valve Assembly, 12"x8" Same as previous item.
47	5020-108-C-0	Fire Hydrant Assembly Same as previous item.
48	5020-108-D-0	Flushing Device (Blowoff), 10" Same as previous item.
49	5020-108-H-0	Fire Hydrant Adjustment Refer to MWM Sheets for location. This item includes the removal and reinstallation of the existing fire hydrant; furnishing and installing the extension barrel section and stem; and all other necessary appurtenances.
50	5020-108-I-0	Fire Hydrant Assembly Removal Refer to the R Sheets for removal locations.
51	5020-108-J-0	Valve Removal Same as previous item.
52	5020-108-L-0	Air Release Valve Refer to Special Provisions Section 5020. Refer to the MWM Sheets for locations and more information.
53	6010-108-B-0	Intake, SW-505 Refer to M Sheets for locations and more information. Structures could be precast or cast-in-place construction at the contractor's discretion.
54	6010-108-B-0	Intake, SW-506 Refer to B Sheets and M Sheets for locations and more information. Structures could be precast or cast-in-place construction at the contractor's discretion.
55	6010-108-E-0	Manhole Adjustment, Minor Refer to the D and E sheets for locations and information. The Engineer and Contractor are to review and revise the type of manhole adjustment as necessary from a minor to a major (or vice versa) manhole adjustment during construction based on existing conditions. The item shall be paid based on the unit price that was bid regardless of revised quantities. The plan quantity assumes half of the total structure adjustments are minor.
56	6010-108-F-0	Manhole Adjustment, Major Same as previous item.
57	6010-108-H-0	Remove Intake Refer to the R Sheets for removal locations. This work includes but is not limited to, sawcutting necessary for removal; loading, hauling and disposal of the materials in this item; and furnishing, placing and compacting backfill are incidental.
58	7010-108-A-0	Pavement, PCC, 8" Refer to C Sheets for tabulations and D and E Sheets for additional information. Class C mix is required unless otherwise approved by the Engineer. This item shall include providing a maturity curve and associated monitoring and reporting necessary for use of pavement. Any cold weather protection should be provided per Standard SUDAS Specifications at the contractor's expense.
59	7030-108-A-0	Removal of Sidewalk Refer to C Sheets and R Sheets for locations and information. If proposed removal limits are less than 2' from an existing joint, the removal limits shall be extended to the joint. A full depth saw cut is required at the removal limits and is included with this item. Any damage beyond the removal limits must be replaced, with the same thickness as the adjacent proposed sidewalk, by the Contractor at no additional cost to the City.
60	7030-108-A-0	Removal of Driveway Same as previous item.
61	7030-108-E-0	Sidewalk, PCC, 4" Refer to the C Sheets for tabulations and the D and S Sheets for additional information. New sidewalk and/or sidewalk ramps that are not ADA compliant shall be removed and replaced at the Contractor's expense. Use of pavement shall follow the minimum age for opening without testing per table 7010.01 of the Standard SUDAS Specifications.
62	7030-108-E-0	Sidewalk, PCC, 6" Same as previous item.
63	7030-108-G-0	Detectable Warning, Cast Iron Refer to the S Sheets for additional information. Plates to be field cut to the necessary size by the contractor for installation on parallel ramps to comply with SUDAS Detail 7030.210.
64	7030-108-H-1	Driveway, Paved, PCC, 6" Refer to the C Sheet tabulations (including curb information) and the D, E, and W for additional information. Thickened edges adjacent to street pavement, per B Sheet details should be included with this item. Use of pavement shall follow the minimum age for opening without testing per table 7010.01 of the Standard SUDAS Specifications.
65	7030-108-H-2	Driveway, Granular Refer to D Sheets for additional information. Estimated quantity includes an 12" thickness for the alley located off of Walnut Street. Excavation and preparation of subgrade is incidental to this item.
66	7040-108-H-0	Pavement Removal Refer to R Sheets for locations and information. If proposed removal limits are less than 2' from an existing joint, the removal limits shall be extended to the joint. A full depth saw cut is required at the removal limits and is included with this item. Any damage beyond the removal limits must be replaced by the Contractor at no additional cost to the City.
67	8020-108-C-0	Painted Pavement Markings, Waterborne or Solvent-based Refer to C Sheets for tabulations and J Sheets for locations.
68	8020-108-G-0	Painted Symbols and Legends, Waterborne or Solvent-based Refer to J Sheets for locations and other details.
69	8030-108-A-0	Temporary Traffic Control Multiple set-ups of various stages of this project are incidental to the lump sum cost for this item. All traffic control shall conform to the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). Refer to the J Sheets for additional information.
70	8940-108-A-0	Sign Panels Refer to Special Provisions Section 8940. Refer to B Sheets for installation details and N Sheets for location information.

ESTIMATE REFERENCE INFORMATION (CONTINUED)

Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the Standard SUDAS Specifications listed for that Bid Item and are not necessarily added by Special Provision.

ITEM NO.	ITEM CODE	ITEM
71	8940-108-B-0	Sign Posts Same as previous item.
72	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching This item shall only be used upon approval by the Engineer depending on the construction schedule for temporary stabilization. Type 4 seed (Urban Temporary Erosion Control Mixture) is to be used.
73	9020-108-A-0	Sod This item is for use on all final restoration areas within the project limits. Disturbed areas outside of the construction limits noted in the plans shall be sodded, watered, and maintained at the Contractor's expense.
74	9040-108-D-1	Filter Socks, 8" Refer to C Sheets for locations and more information. Maintenance of filter socks is incidental to this item. Estimated quantity does not include any required overlap length.
75	9040-108-D-2	Filter Socks, Removal This item includes removal of filter sock installed with the previous bid item.
76	9072-108-A-0	Combined Concrete Sidewalk and Retaining Wall Refer to the U Sheets for additional information. Do not include rustification. A form liner shall be used on the façade of the retaining wall and is included in the cost of this item. Contractor to use Minnesota Ashlar #1214 from Custom Rock or an approved equal that will provide similar style and off-white color. Contractor to provide shop drawings, details, and a 4' by 4' mock up of the form liner of choice for Approval by City of Cedar Falls. Do not provide weep holes in the retaining walls.
77	9080-108-A-0	Concrete Steps, Type B Refer to the U Sheets for additional information. Item includes all reinforcing per Detail 9090.102 in SUDAS Standard Specifications.
78	9080-108-B-0	Handrail, Aluminum Refer to the C Sheets for tabulations and U Sheets for additional information.
79	11,020-108-A	Mobilization Includes mobilization and demobilization for general contractor and all subcontractors. Any items of work shown on the plans for which the Contractor believes are not adequately covered by individual pay items in the contract documents shall be included in the Contractor's bid price for Mobilization. Note that SUDAS requires the Contractor to meet sanitation requirements per Section of 1070, 2.01 of the Standard Specifications.
80	11,030-108-A-0	Maintenance of Postal Service Refer to Standard Specifications for additional information.
81	11,030-108-B-0	Maintenance of Solid Waste Collection Refer to Standard Specifications for additional information.
82	11,050-108-A-0	Concrete Washout Location to be reviewed with the Engineer prior to installation.

STORM SEWER, TRENCHED (4020-108-A-1)

Design Length, Slope, and Flowlines are calculated from inside wall to inside wall along CL of pipe.

LINE NUMBER	INTAKE/UTILITY		LENGTH OF PIPE (Design Length)	LENGTH OF PIPE (Bid Length)				SLOPE %	FLOW LINES		SHEET NUMBER
	UPSTREAM	DOWNSTREAM		15" RCP	18" RCP	24" RCAP	15" C900		INLET ELEV.	OUTLET ELV.	
P-1	ST-1	ST-2	98	102				2.00%	936.69	934.73	M.1
P-2	ST-2	ST-3	86	90				2.00%	934.63	932.91	M.1
P-3	ST-3	ST-3a	31			35		0.50%	932.71	932.55	M.1
P-3a	ST-3a	ST-8	65			69		0.75%	932.45	931.96	M.1
P-4	ST-4	ST-8	31			35		0.50%	932.32	932.16	M.1
P-5	ST-5	ST-7	31	35				1.00%	932.75	932.44	M.2
P-6	ST-6	ST-7	116				120	0.50%	933.02	932.44	M.2
P-7	ST-7	ST-8	76				80	0.50%	932.34	931.96	M.1
P-8	ST-8	Existing	-	-	-	-	-	Existing	931.86	Existing	-
P-9	ST-9	ST-10	163	167				1.00%	924.32	922.69	M.3
P-10	ST-10	Existing	153		155			0.78%	922.59	921.40*	M.3
Total:				394	155	139	200				

*Contractor to field verify elevation prior to installation

SUBDRAIN CLEANOUT (4040-108-C-0)

CO NUMBER	STATION	SIDE	TYPE A-2, 6" (EA)	UPSTREAM SUBDRAIN	DOWNSTREAM SUBDRAIN	NOTES	SHEET NUMBER
CO-1	18+75	LT	1	NONE	SD-1		M.1
CO-2	18+75	RT	1	NONE	SD-2		M.1
CO-3	21+13	LT	1	NONE	SD-3		M.1
CO-4	21+40	LT	1	NONE	SD-4		M.1
CO-5	103+07	LT	1	SD-11	SD-5		M.2/M.4
CO-6	102+21	LT	1	NONE	SD-6		M.2/M.4
CO-7	103+07	RT	1	SD-12	SD-7		M.2/M.4
CO-7a	27+93	LT	1	SD-7	SD-7a		M.3
CO-8	102+21	RT	1	NONE	SD-8		M.2/M.4
CO-9	28+14	RT	1	NONE	SD-9		M.3
CO-10	28+48	RT	1	NONE	SD-10		M.3
CO-11	104+59	LT	1	NONE	SD-11		M.4
CO-12	104+59	RT	1	NONE	SD-12		M.4
Total:			13				

STORM SEWER SERVICE STUB, PVC (4040-108-E-0)

ADDRESS		LINE NUMBER	4" (LF)	SHEET NUMBER
HOUSE NUMBER	STREET			
821	W 12th Street	P-1	7	M.1
820	W 12th Street	SD-2	5	M.1
809	W 12th Street	P-2	7	M.1
816	W 12th Street	SD-2	5	M.1
803	W 12th Street	P-2	7	M.1
721	W 12th Street	SD-5a	5	M.1
722	W 12th Street	P-7	7	M.1
716	W 12th Street	P-6	7	M.1/M.2
715	W 12th Street	SD-5	5	M.2
710	W 12th Street	P-6	7	M.2
707-709	W 12th Street	SD-5	5	M.2
706	W 12th Street	P-6	5	M.2
615	W 12th Street	SD-7	5	M.2
618	W 12th Street	SD-8	5	M.2
611	W 12th Street	SD-7	5	M.2
610	W 12th Street	SD-8	5	M.2
604	W 12th Street	SD-8	5	M.2
601	W 12th Street	SD-7	5	M.3
521	W 12th Street	SD-7	5	M.3
524	W 12th Street	P-9	7	M.3
518	W 12th Street	P-9	7	M.3
511	W 12th Street	SD-7	5	M.3
503	W 12th Street	SD-7	5	M.3
1120	Walnut Street	SD-7	5	M.3
1203	Tremont Street	P-10	6	M.3
Total:			142	

SUBDRAIN (4040-108-A-0)

LINE NUMBER	6" SUBDRAIN (LF)	UPSTREAM ACCESS LOCATION	DOWNSTREAM ACCESS LOCATION	SHEET NUMBER
SD-1	17	CO-1	ST-1	M.1
SD-2	218	CO-2	ST-8	M.1
SD-3	35	CO-3	P-3	M.1
SD-4	39	CO-4	P-3	M.1
SD-5a	78	ST-5	ST-4	M.1
SD-5	223	CO-5	ST-5	M.2
SD-6	119	CO-6	ST-6	M.2
SD-7	295	CO-7	CO-7a	M.2/M.3
SD-7a	326	CO-7a	Existing	M.3
SD-8	312	CO-8	ST-9	M.2
SD-9	45	CO-9	P-9	M.3
SD-10	45	CO-10	P-9	M.3
SD-11	152	CO-11	CO-5	M.4
SD-12	152	CO-12	CO-7	M.4
Total:		2056		

Item 21.

Sheet C-3

Project No: 1181174

Scale: PDS

Date: 01/28/20

Checked By: JPS

Engineer: TDW

REVISION

MARK

FINAL PLANS

12TH STREET RECONSTRUCTION

NOTES, QUANTITIES, ESTIMATE REFERENCE, & TABULATIONS CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
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SNYDER & ASSOCIATES

Project No: 215

Sheet C.3

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REMOVAL OF STORM SEWER (4020-108-C-0)					
BEGIN STATION	END STATION	LENGTH OF REMOVAL (LF)	DESCRIPTION	DIAMETER	SHEET NUMBER
21+07.53	21+62.84	54	RCP	12"	R.3
21+62.84	21+61.81	33	RCP	12"	R.3
28+09.18	31+18.44	309	PVC	12"	R.4
Total:		396			

FITTING, ALL FITTINGS (5010-108-C-2)											
FITTING	MATERIAL	SIZE	FITTING LOCATIONS (STA)								Total
MJ Cap	DIP	4"	21+21	28+26	31+13	31+15					4
MJ Cap	DIP	6"	18+82	18+85	2472	2475	24+86	24+89	102+59	102+62	8
MJ Cap	DIP	10"	104+70								1
MJ Cap	DIP	12"	20+99	2376	102+64	102+66					4
MJ 90° Bend	DIP	4"	21+21	21+33	28+26						3
MJ 90° Bend	DIP	6"	28+16								1
MJ 90° Bend	DIP	10"	106+10	106+10							2
MJ 45° Bend	DIP	12"	20+83	20+89	23+75	23+80					4
MJ Reducer	DIP	2"x1.5"	28+71								1
MJ Reducer	DIP	6"x2"	28+71								1
MJ Reducer	DIP	6"x4"	21+33	28+21							2
MJ Reducer	DIP	10"x8"	106+07								1
Tapping-In Tee with Sleeve	DIP	12"x6"	21+06	21+32	2816						3

FIRE HYDRANTS (5020-108-C-0)		
STATION AND OFFSET	NOTES	SHEET NUMBER
21+05.54, 28.5' RT	Location Listed is for Tee	MWM.1
24+47.04, 24.2' RT	Location Listed is for Tee	MWM.2

VALVE BOX ADJUSTMENTS (5020-108-H-0)			
COUNT	STATION AND OFFSET	NOTES	SHEET NUMBER
1	102+39.80, 8.0' LT	Adjust up approx. 3"	D.2/E.1

REMOVE INTAKE (6010-108-H-0)			
STRUCTURE	STATION & OFFSET	TYPE/SIZE	SHEET NUMBER
Storm Intake	21+07.11, 13.89' LT	Single Grate Intake	R.3
Storm Intake	21+61.36, 11.66' LT	Double Grate Intake	R.3
Storm Intake	21+61.80, 22.55' RT	Single Grate Intake	R.3
Storm Intake	28+08.78, 25.02' RT	Double Grate Intake	R.4

VALVES, TAPPING VALVE ASSEMBLIES, FLUSHING DEVICES (BLOWOFFS), AND AIR RELEASE ASSEMBLIES (5020-108-A-0, 5020-108-B-0, 5020-108-D-0, AND 5020-108-L-0)									
STATION AND OFFSET	VALVE, GATE, 6" (5020-108-A-0)	VALVE, GATE, 8" (5020-108-A-0)	VALVE, GATE, 12" (5020-108-A-0)	TAPPING VALVE ASSEMBLY, 12"x6" (5020-108-B-0)	TAPPING VALVE ASSEMBLY, 12"x8" (5020-108-B-0)	FLUSHING DEVICE (BLOWOFF) 10" (5020-108-D-0)	AIR RELEASE VALVE ASSEMBLY (5020-108-L-0)	DESCRIPTION	SHEET NUMBER
20+79.68, 22.8' LT						1			MWM.1
21+21.38, 37.5' LT						1			MWM.1
21+33.07, 27.1' LT	1								MWM.1
23+84.21, 23.5' RT			1						MWM.2
24+47.04, 24.2' RT				1					MWM.2
102+54.03, 15.5' LT					1				MWM.4
104+58.85, 15.5' LT							1		MWM.4
106+03.56, 15.5' LT		1							MWM.4
106+19.97, 9.6' LT						1			MWM.4
Total:	1	1	1	1	1	2	1		

STORM SEWER STRUCTURES (6010-108-A-0, 6010-108-B-0)								
Structure No.	Proposed Location Station and Offset	Proposed Structure Type	Proposed Form	Proposed Invert	Proposed Well	Proposed Structure	Sheet No.	Notes
			Grade Elev.	Out Elev.	Bottom Elev.	Depth Ft.		
ST-1	18+94.21, 12.50' LT	Double Grate Intake (SW-505)	942.18	936.69	936.19	5.99	M.1	
ST-2	19+99.21, 12.50' LT	Double Grate Intake (SW-505)	938.72	934.63	934.13	4.59	M.1	
ST-3	20+92.33, 12.50' LT	Double Grate Intake (SW-505)	936.28	932.71	932.21	4.07	M.1	
ST-3a	20+92.50, 22.50' RT	Double Grate Intake with Manhole (SW-506)	935.83	932.45	932.40	3.43	M.1	
ST-4	21+63.85, 12.50' LT	Double Grate Intake (SW-505)	935.81	932.32	931.82	3.99	M.1	
ST-5	22+46.25, 12.50' LT	Double Grate Intake (SW-505)	936.24	932.75	932.25	3.99	M.2	
ST-6	23+69.07, 22.50' RT	Double Grate Intake (SW-505)	936.41	933.02	932.52	3.89	M.2	
ST-7	22+46.25, 22.50' RT	Double Grate Intake (SW-505)	935.70	932.34	931.84	3.86	M.1/M.2	
ST-8	21+63.69, 22.50' RT	Double Grate Intake with Manhole (SW-506)	935.27	931.96	931.46	3.81	M.1	
ST-9	27+92.51, 22.50' RT	Double Grate Intake (SW-505)	928.47	924.32	923.82	4.65	M.3	
ST-10	29+62.15, 22.50' RT	Double Grate Intake (SW-505)	926.15	922.59	922.09	4.06	M.3	

WATER MAIN, TRENCHED (5010-108-A-1)										
BEGIN		END		DIP W/ NITRILE GASKETS					NOTES	SHEET NUMBER
STATION	OFFSET	STATION	OFFSET	MATERIAL LENGTH, LF						
				4"	6"	8"	10"	12"		
21+21	-32.8	21+33	-32.7	12					MWM.1	
21+33	-32.7	21+32	28.5		61				MWM.2	
20+78	22.8	23+84	23.5					310	MWM.1/MWM.2	
102+54	-15.5	106+10	-15.5			356			MWM.2/MWM.4	
106+10	-15.5	106+10	-9.6				6		MWM.4	
Total:				12	61	356	6	310		

WATER SERVICE STUB (5010-108-D-0)										
ADDRESS		SHORT SIDE, 3/4"		LONG SIDE, 3/4"		SHORT SIDE, 1"		LONG SIDE, 1-1/2"		SHEET NUMBER
HOUSE NUMBER	STREET	NUMBER	EST. DISTANCE*	NUMBER	EST. DISTANCE*	NUMBER	EST. DISTANCE*	NUMBER	EST. DISTANCE*	
821	12th St			1	51'					MWM.1
820	12th St	1	15'							MWM.1
809	12th St			1	51'					MWM.1
816	12th St	1	15'							MWM.1
803	12th St			1	51'					MWM.1
722	12th St	1	10'							MWM.1
721	12th St			1	56'					MWM.1
716	12th St	1	10'							MWM.1/MWM.2
715	12th St			1	56'					MWM.1/MWM.2
710	12th St	1	10'							MWM.2
707-709	12th St			1	56'					MWM.2
706	12th St					1	14'			MWM.2
1120	Walnut St			1	61'					MWM.2
615	12th St			1	61'					MWM.2
611	12th St			1	61'					MWM.2
604	12th St	1	5'							MWM.2/MWM.3
601	12th St							1	62'	MWM.3
521	12th St			1	62'					MWM.3
518	12th St	1	4'							MWM.3
511	12th St			1	62'					MWM.3
1112	Walnut St			1	49'					MWM.4
1113	Walnut St	1	17'							MWM.4
1105	Walnut St	1	17'							MWM.4
Total:		9	103'	12	678'	1	14'	1	62'	

*Not a Bid Item, for information only.

Item 21.

Scale: PDS
Checked By: JPS
Date: 01/28/20
Field: 1181174
Project No: 1181174
Sheet: C.4

12TH STREET RECONSTRUCTION

NOTES, QUANTITIES, ESTIMATE REFERENCE, & TABULATIONS CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
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Project No: 216
Sheet: C.4

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PCC PAVEMENT (7010-108-A-0)				
BEGIN STATION	END STATION	PAVEMENT THICKNESS	AREA (SY)	NOTES
18+74.66	24+67.08	8"	2315	12th Street
25+02.08	31+18.44	8"	2408	12th Street
102+21.02	106+37.95	8"	1572	Walnut Street
20+98.83	21+53.41	8"	79	Olive Street
28+01.00	28+61.83	8"	165	Iowa Street
Total:			6539	

REMOVAL OF SIDEWALK (7030-108-A-0)			
STA TO STA	REMOVAL OF SIDEWALK (SY)	DESCRIPTION	
19+52.35	19+55.83	2.8	Courtesy walk, 802 W 12th St
20+50.67	20+53.15	2.3	Courtesy walk, 803 W 12th St
20+93.90	21+12.74	9.0	W 12th St and Olive St, NW Quad
21+38.81	21+58.86	10.4	W 12th St and Olive St, NE Quad
21+87.68	21+91.67	3.6	Courtesy walk, 721 W 12th St
22+05.32	22+10.10	4.6	Courtesy walk, 722 W 12th St
22+57.45	22+62.43	5.0	Courtesy walk, 715 W 12th St
22+68.16	22+70.96	2.8	Courtesy walk, 716 W 12th St
23+47.61	23+51.35	3.7	Courtesy walk, 707-709 W 12th St
23+92.25	23+93.73	1.6	Courtesy walk, 706 W 12th St
24+43.59	24+66.31	17.3	W 12th St and Walnut St, NW Quad
24+48.56	24+65.23	9.2	W 12th St and Walnut St, SW Quad
25+03.22	25+21.20	19.0	W 12th St and Walnut St, SE Quad
25+02.94	25+32.57	21.1	W 12th St and Walnut St, NE Quad
25+91.64	25+95.12	3.6	Courtesy walk, 618 W 12th St
27+34.78	27+37.09	2.3	Courtesy walk, 604 W 12th St
27+94.88	28+09.88	8.3	W 12th St and Iowa St, NW Quad
27+94.88	28+15.19	20.2	W 12th St and Iowa St, SW Quad
28+47.48	28+75.72	17.9	W 12th St and Iowa St, SE Quad
28+83.62	28+85.82	2.1	Courtesy walk, 524 W 12th St
29+07.15	29+10.83	4.3	Courtesy walk, 521 W 12th St
29+49.52	29+53.38	3.7	Courtesy walk, 518 W 12th St
30+23.19	30+24.96	2.1	Courtesy walk, 511 W 12th St
30+76.46	30+80.17	3.7	Courtesy walk, 506 W 12th St
103+04.35	104+40.33	66.7	Walnut St Sidewalk
104+50.87	104+52.99	1.4	1112 Walnut St
104+53.60	106+34.54	94.1	Walnut St Sidewalk
104+88.52	104+92.49	3.9	Courtesy walk, 1113 Walnut St (Includes Steps)
104+88.63	104+92.59	10.2	1113 Walnut St (Includes Steps)
105+75.21	105+80.12	13.4	1105 Walnut St (Includes Steps)
Total:		370.3	

REMOVAL OF DRIVEWAY (7030-108-A-0)			
ADDRESS		AREA (SY)	SHEET NUMBER
HOUSE NUMBER	STREET		
809	W 12th St	14.3	R.1
816	W 12th St	13.4	R.1
722	W 12th St	12.0	R.1
716	W 12th St	16.5	R.1
710	W 12th St	13.4	R.1
1120	Walnut St	31.5	R.1
615	W 12th St	22.3	R.1
611	W 12th St	27.0	R.1
Alley	W 12th St	25.6	R.1
610	W 12th St	18.0	R.1
601	W 12th St	25.3	R.1
521	W 12th St	18.9	R.2
Alley	W 12th St	31.1	R.2
503	W 12th St	24.0	R.2
1112	Walnut St	63.3	R.2
Alley	Walnut St	22.2	R.2
Total:		378.8	

COURTESY SIDEWALKS (7030-108-E-0)					
ROAD DESIGNATION	HOUSE NUMBER	Station	SIDEWALK WIDTH (FEET)	4" PCC SIDEWALK (SY)	Sheet Number
12th Street	820	19+54.09	4.0	4.1	D.1
12th Street	803	20+51.91	3.0	2.9	D.1
12th Street	721	21+89.89	4.0	3.8	D.1
12th Street	722	22+07.56	5.0	5.1	D.1
12th Street	715	22+60.10	5.0	5.0	D.1/D.2
12th Street	716	22+69.25	3.0	3.2	D.1/D.2
12th Street	709	23+49.68	4.0	3.9	D.2
Walnut Street	1203	23+92.80	2.0	2.1	D.2
12th Street	618	25+93.49	4.0	3.9	D.2
12th Street	604	27+35.72	3.0	3.0	D.2
12th Street	524	28+84.96	2.0	2.0	D.3
12th Street	521	29+08.78	4.0	4.6	D.3
12th Street	518	29+51.76	4.0	3.9	D.3
12th Street	511	30+23.78	2.0	2.5	D.3
Tremont Street	1203	30+78.48	4.0	3.8	D.3
Walnut Street	1113	104+90.62	4.0	3.8	E.1
Total:				57.6	

ADA SIDEWALKS (7030-108-E-0)						
ROAD DESIGNATION	QUADRANT	STA TO STA		4" PCC SIDEWALK (SY)	6" PCC SIDEWALK (SY)	Sheet Number
12th Street & Olive St	NW	21+19.25	21+00.33	3.4	0.0	S.1
		21+00.33	21+13.26	0.0	7.6	S.1
12th Street & Olive St	NE	21+38.97	21+51.91	0.0	7.6	S.1
		21+51.91	21+58.86	3.6	0.0	S.1
12th Street & Walnut St	NW	24+43.59	24+53.59	5.4	0.0	S.2
		24+53.59	24+66.53	0.0	12.4	S.2
		103+04.51	103+10.00	3.1	0.0	S.2
12th Street & Walnut St	NE	25+02.66	25+16.11	0.0	12.8	S.2
		25+16.11	25+32.57	9.0	0.0	S.2
12th Street & Walnut St	SW	24+48.56	24+53.56	2.8	0.0	S.3
		24+53.56	24+66.74	0.0	13.1	S.3
12th Street & Walnut St	SE	25+02.38	25+16.22	0.0	13.7	S.3
		102+36.54	102+41.54	2.7	0.0	S.3
		25+16.22	25+21.22	2.8	0.0	S.3
12th Street & Iowa St	NW	27+94.88	27+99.88	2.8	0.0	S.4
		27+99.88	28+04.88	0.0	8.9	S.4
		28+04.88	28+09.88	2.8	0.0	S.4
12th Street & Iowa St	SW	27+94.88	27+99.88	2.8	0.0	S.5
		27+99.88	28+15.55	0.0	14.6	S.5
		27+99.88	28+04.88	2.8	0.0	S.5
12th Street & Iowa St	SE	28+47.29	28+62.89	0.0	9.2	S.5
		28+57.89	28+62.89	2.7	0.0	S.5
		28+62.89	28+67.89	2.6	0.0	S.5
11th Street & Walnut St	SW	106+19.10	106+34.40	0.0	14.1	S.6
Total:				49.3	114.0	

PAVEMENT REMOVAL (7040-108-H-0)			
BEGIN STATION	END STATION	AREA (SY)	SHEET NUMBER
18+74.66	24+67.08	2325.6	R.1-R.2
25+02.08	31+18.44	2408.9	R.1-R.2
102+21.02	106+37.95	1583.4	R.2
20+98.83	21+53.41	81.1	R.1-R.2
28+01.00	28+61.83	167.1	R.1-R.2
Total:		6566.1	

PCC DRIVEWAY, 6" (7030-108-H-1)				
ADDRESS		STATION	AREA (SY)	SHEET NUMBER
HOUSE NUMBER	STREET			
809	W 12th St	19+59.32	12.5	L.1
816	W 12th St	19+87.32	13.6	L.1
722	W 12th St	22+33.33	13.6	L.2
716	W 12th St	22+97.93	20.2	L.2
710	W 12th St	23+21.65	14.1	L.2
1120	Walnut St	25+60.16	32.2	L.3
615	W 12th St	26+24.86	23.2	L.4
Alley	W 12th St	26+57.12	27.5	L.4
611	W 12th St	26+62.90	25.9	L.4
610	W 12th St	26+83.06	20.1	L.4
601	W 12th St	27+14.69	24.1	L.4
521	W 12th St	29+47.35	18.6	L.5
Alley	W 12th St	30+04.61	28.3	L.5
503	W 12th St	30+42.47	24.1	L.5
1112	Walnut St	104+42.69	62.4	L.6
Alley	Walnut St	104+46.10	56.5	L.6
Total:			416.9	

Item 21.

Scale: PDS
 Date: 01/28/20
 Project No: 1181174
 Sheet C-5

12TH STREET RECONSTRUCTION

NOTES, QUANTITIES, ESTIMATE REFERENCE, & TABULATIONS CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

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Project No: 217
 Sheet C.5

PAVEMENT MARKINGS, PAINTED (8020-108-C-0)

BEGIN STATION	END STATION	BID LENGTH (STA)	LINE TYPES PER IDOT STANDARD ROAD PLAN PM-110	NOTES	Sheet Number
18+74.66	24+52.10	1.44	BCY4	BROKEN CENTERLINE (yellow)	N.1
25+17.10	31+18.44	1.50	BCY4	BROKEN CENTERLINE (yellow)	N.1/N.2
18+95.44	24+33.06	5.37	SLW4	SOLID LANE LINE (white)	N.1
25+36.68	27+79.38	2.43	SLW4	SOLID LANE LINE (white)	N.1
28+81.83	31+18.44	2.37	SLW4	SOLID LANE LINE (white)	N.2
Total		13.11			

SIGN PANELS, SIGN POSTS (8940-108-A-0, 8940-108-B-0)

STATION	SIDE	SIGN TYPE	MUTCD DESIGNATION	DIMENSIONS (IN X IN)	SIGN PANELS, SF (8940-108-A-0)	SIGN POSTS, LF (8940-108-B-0)	NOTES	SHEET NUMBER
18+75	LT	STOP	R1-1	30 X 30	6.25	10		N.1
20+00	LT	NO PARKING	R8-3	24 X 24	4.00	10		N.1
21+11	LT	STOP	R1-1	30 X 30	6.25	10		N.1
21+75	RT	SPEED LIMIT - 25 MPH	R2-1	24 X 30	5.00	10		N.1
23+00	LT	SPEED LIMIT - 25 MPH	R2-1	24 X 30	5.00	10		N.1
		NO PARKING	R8-3	24 X 24	4.00	10		N.1
23+50	RT	STOP AHEAD	W3-1	30 X 30	6.25	10		N.1
24+50	RT	STOP	R1-1	30 X 30	6.25	10		N.1
25+20	LT	STOP	R1-1	30 X 30	6.25	10		N.1
26+45	LT	STOP AHEAD	W3-1	30 X 30	6.25	10		N.1
28+50	RT	STOP	R1-1	30 X 30	6.25	10		N.2
29+85	LT	NO PARKING	R8-3	24 X 24	4.00	10		N.2
102+35	RT	STOP	R1-1	30 X 30	6.25	10		N.2
103+10	LT	STOP	R1-1	30 X 30	6.25	10		N.2
Total:					78.25	140		

Note: All permanent sign locations should be coordinated with the City prior to installation.

INLET PROTECTION DEVICE, FILTER SOCKS (9040-108-T-1)

STRUCTURE NO.	STATION AND OFFSET	SHEET NUMBER
ST-1	18+94.21, 12.50' LT	C.22
ST-2	19+99.21, 12.50' LT	C.22
ST-3	20+92.33, 12.50' LT	C.22
ST-3a	20+92.50, 22.50' RT	C.22
ST-4	21+63.85, 12.50' LT	C.22
ST-5	22+46.25, 12.50' LT	C.22
ST-6	23+69.07, 22.50' RT	C.22
ST-7	22+46.25, 22.50' RT	C.22
ST-8	21+63.69, 22.50' RT	C.22
ST-9	27+92.51, 22.50' RT	C.23
ST-10	29+62.15, 22.50' RT	C.23

Item 21.

Project No: 1181174

Sheet C.6

Engineer: TDW
Checked By: PDS
Date: 01/28/20

Technician: JPS

FINAL PLANS

MARK

REVISION

Scale

Field

12TH STREET RECONSTRUCTION

NOTES, QUANTITIES, ESTIMATE REFERENCE, & TABULATIONS CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

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Project No: 218

Sheet C.6

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110-12
04-16-19

POLLUTION PREVENTION PLAN

This project is regulated by the requirements of the Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 OR an Iowa Department of Natural Resources (DNR) National Pollutant Discharge Elimination System (NPDES) individual storm water permit. The Contractor shall carry out the terms and conditions of this permit and the Pollution Prevention Plan (PPP).

This Base PPP includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Definitions. This plan references other documents rather than repeating the information contained in the documents. A copy of this Base Pollution Prevention Plan, amended as needed per plan revisions or by contract modification, will be readily available for review.

All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The prime contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

I. ROLES AND RESPONSIBILITIES

- A. Designer:
 1. Prepares Base PPP included in the project plan.
 2. Prepares Notice of Intent (NOI) submitted to Iowa DNR.
 3. Is signature authority on the Base PPP.
- B. Contractor:
 1. Signs a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
 2. Designates a Water Pollution Control Manager (WPCM), who has the duties and responsibilities as defined in Section 2602 of the Standard Specifications.
 3. Submits an Erosion Control Implementation Plan (ECIP) and ECIP updates according to Section 2602 of the Standard Specifications.
 4. Installs and maintains appropriate controls. This work may be subcontracted.
 5. Supervises and implements good housekeeping practices.
 6. Conducts joint required inspections of the site with inspection staff. When Contractor is not mobilized on site, Contractor may delegate this responsibility to a trained or certified subcontractor. Contracting Authority also may waive joint inspection requirement during winter shutdown. In both circumstances, WPCM (or trained or certified delegate from the Contractor) is still responsible to review and sign inspection reports.
 7. Complies with training and certification requirements of Section 2602 of the Standard Specifications.
- C. Subcontractors:
 1. Sign a co-permittee certification statement adhering to the requirements of the NPDES permit and this PPP if responsible for sediment or erosion controls or involved in land disturbing activities. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
 2. Implement good housekeeping practices.
- D. RCE/Project Engineer:
 1. Is Project Storm Water Manager.
 2. On projects where DOT is the Contracting Authority, is current with erosion control training or certification.
 3. Takes actions necessary to ensure compliance with storm water requirements including, where appropriate, issuing stop work orders, and directing additional inspections at construction project sites that are experiencing problems with achieving permit compliance.
 4. Orders the taking of measures to cease, correct, prevent, or minimize the consequences of non-compliance with the storm water requirements of the Applicable Permit.
 5. Supervises all work necessary to meet storm water requirements at the Project, including work performed by contractors and subcontractors.
 6. Requires employees, contractors, and subcontractors to take appropriate responsive action to comply with storm water requirements, including requiring any such person to cease or correct a violation of storm water requirements, and to order or recommend such other actions as necessary to meet storm water requirements.
 7. Is familiar with the Project PPP and storm water site map.
 8. On projects where DOT is Contracting Authority, is responsible for monitoring inspection reports on a monthly basis, to determine whether deficiencies identified in inspection reports were adequately and timely addressed, and if not, has the authority and responsibility to direct immediate actions to correct the deficiencies.
 9. Is the point of contact for the Project for regulatory officials, Inspector, contractors, and subcontractors regarding storm water requirements.
 10. Is signature authority on Notice of Discontinuation.
- E. Inspector:
 1. Updates PPP whenever there is a change in design, construction, operation, or maintenance which has a significant effect on the discharge of pollutants from the project.
 2. Maintains an up-to-date record that identifies contractors and subcontractors as co-permittees.
 3. Makes these plans available to the DNR upon their request.
 4. Conducts joint required inspections of the site with the contractor/subcontractor.
 5. Completes an inspection report after each inspection.
 6. Is signature authority on storm water inspection reports.

II. PROJECT SITE DESCRIPTION

- A. This Pollution Prevention Plan (PPP) is for the reconstruction of 12th Street and Walnut Street in Cedar Falls, Iowa.
- B. This PPP covers approximately 2.6 acres with an estimated 2.1 acres being disturbed. The portion of the PPP covered by this contract has 2.1 acres disturbed.
- C. The PPP is located in an area of Kenyon - Clyde - Floyd soil association Hydraulic Soil Group Type B. The estimated weighted average runoff coefficient number for this PPP after completion will be 0.56
- D. Storm Water Site Map is located in the R sheets. Proposed slopes are shown in cross sections, details, or standard road plans. Supplemental information is located in the Tabulations in the C or CE sheets.
- E. The base storm water site map is amended by contract modifications and progress payments (fieldbook entries) of completed erosion control work. Also, due to project phasing, erosion and sediment controls shown on project plans may not be installed until needed, based on site conditions. For example, silt fence ditch checks will typically not be installed until the ditch has been installed. Installed locations may also be modified from tabulation locations by field staff. Installed locations will be documented by fieldbook entries.
- F. Runoff from this work will flow into Cedar River.

110-12
04-16-19

POLLUTION PREVENTION PLAN

III. CONTROLS

- A. The Contractor's ECIP specified in Article 2602.03 of the Standard Specifications for accomplishment of storm water controls should clearly describe the intended sequence of major activities, and for each activity define the control measure and the timing during the construction process that the measure will be implemented.
 - B. Preserve vegetation in areas not needed for construction.
 - C. Sections 2601 and 2602 of the Standard Specifications define requirements to implement erosion and sediment control measures. Actual quantities used and installed locations may vary from the Base PPP and amendment of the plan will be documented via fieldbook entries or by contract modification. Additional erosion and sediment control items may be required as determined by the inspector and/or contractor during storm water monitoring inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Article 1109.03 paragraph B of the Standard Specifications.
- #### 1. EROSION AND SEDIMENT CONTROLS
- a. Stabilization Practices
 - 1) Site plans will ensure that existing vegetation or natural buffers are preserved where attainable and disturbed portions of the site will be stabilized.
 - 2) Initialize stabilization of disturbed areas immediately after clearing, grading, excavating, or other earth disturbing activities have:
 - a) Permanently ceased on any portion of the site, or
 - b) Temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days.
 - 3) Staged permanent and/or temporary stabilizing seeding and mulching shall be completed as the disturbed areas are completed. Incomplete areas shall be stabilized according to paragraph III, C, 1, a, 2, b above.
 - 4) Permanent and Temporary Stabilization practices to be used for this project are located in the storm water site map (when included), Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C sheets. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation (105-4) in the C sheets.
 - 5) Preservation of existing vegetation within right-of-way or easements will act as vegetative buffer strips.
 - 6) Preservation of topsoil: Bid items to be used for this project are located in the Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets. Additional information may be found in the Tabulations in the C or T Tabulation sheets, or is referenced in Section 2105 of the Standard Specifications.
 - b. Structural Practices
 - 1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Additionally, structural practices may include: silt basins that provide 3600 cubic feet of storage per acre drained or equivalent sediment controls, outlet structures that withdraw water from surface when discharging basins, and controls to direct storm water to vegetated areas.
 - 2) Structural practices to be used for this project are located in the storm water site map (when included), Estimated Project Quantities (100-0A, 100-1A, or 100-1C), and Estimate Reference Information (100-4A) located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found on the B sheets or are referenced in the Standard Road Plans Tabulation (105-4) located in the C sheets.
 - c. Storm Water Management
 - 1) Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. This may include velocity dissipation devices at discharge locations and along length of outfall channel as necessary to provide a non-erosion velocity flow from structure to water course. If included with this project, these items are located in the storm water site map (when included) and Estimated Project Quantities (100-0A, 100-1A, or 100-1C) and Estimate Reference Information (100-4A) located in the C sheets, as well as all other item specific Tabulations. Typical drawings detailing construction of the practices to be used on this project are referenced in the Standard Road Plans Tabulation. The installation of these devices may be subject to Section 404 of the Clean Water Act.
- #### 2. OTHER CONTROLS
- a. Contractor disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.
 - 1) Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
 - 2) Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
 - 3) Stockpile Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and paving.
 - 4) Waste Disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
 - 5) Spill Prevention and Control - Implement chemical spill and leak prevention and response procedures to contain and clean-up spills and prevent material discharges to the storm drain system and waters of the state.
 - 6) Concrete Residuals and Washout Wastes - Waste shall not be discharged to a surface water and is not allowed to adversely affect a water of the state. Designate temporary concrete washout facilities for rinsing out concrete trucks. Provide directions to truck drivers where designated washout facilities are located. Designated washout areas should be located at least 50 feet away from storm drains, streams or other water bodies. Care should be taken to ensure these facilities do not overflow during storm events.
 - 7) Concrete Grooving/Grinding Slurry - Do not discharge slurry to a waterbody or storm drain. Slurry may be applied on foreslopes or removed from the project.
 - 8) Vehicle and Equipment Storage and Maintenance Areas - Perform on site fueling and maintenance in accordance with all environment laws such as proper storage of onsite fuels and proper disposal of used engine oil or other fluids on site. Employ washing practices that prevent contamination of surface and ground water from wash water. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.
 - 9) Litter Management - Ensure employees properly dispose of litter. Minimize exposure of trash if exposure to precipitation or storm water would result in a discharge of pollutants.
 - 10) Dewatering - Properly treat water to remove suspended sediment before it re-enters a waterbody or discharges off-site. Measures are also to be taken to prevent scour erosion at dewatering discharge point.
 - b. APPROVED STATE OR LOCAL PLANS

During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.
- #### IV. MAINTENANCE PROCEDURES
- The Contractor is required to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.

Item 21.

Project No: 1181174
Sheet C:20

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12TH STREET RECONSTRUCTION
POLLUTION PREVENTION PLAN & EROSION CONTROL
SNYDER & ASSOCIATES, INC. I



Project No: 219
Sheet C.20

POLLUTION PREVENTION PLAN

V. INSPECTION REQUIREMENTS

- A. Inspections shall be made jointly by the Contractor and the Contracting Authority at least once every seven calendar days. Storm water monitoring inspections will include:
1. Date of the inspection.
 2. Summary of the scope of the inspection.
 3. Name and qualifications of the personnel making the inspection.
 5. Review of erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.
 6. Major observations related to the implementation of the PPP.
 7. Identification of corrective actions required to maintain or modify erosion and sediment control measures.
- B. Include storm water monitoring inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found within 3 calendar days of the inspection and complete within 7 calendar days following the inspection. If it is determined that making the corrections less than 72 hours after the inspection is impracticable, it should be documented why it is impracticable and indicate an estimated date by which the corrections will be made.

VI. NON-STORM WATER DISCHARGES

This includes subsurface drains (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of headwalls or blocks, Class A stone, erosion stone or other appropriate materials. This also includes uncontaminated groundwater from dewatering operations, which will be controlled as discussed in Section III of the PPP.

VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION

Silts, sediment, and other forms of pollution may be transported onto highway right-of-way (ROW) as a result of a storm event. Potential sources of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.

VIII. DEFINITIONS

- A. Base PPP - Initial Pollution Prevention Plan.
- B. Amended PPP - May include Plan Revisions or Contract Modifications for new items, storm water monitoring inspection reports, and fieldbook entries made by the inspector.
- C. IDR - Inspector's Daily Report - this contains the inspector's daily diary and bid item postings.
- D. Controls - Methods, practices, or measures to minimize or prevent erosion, control sedimentation, control storm water, or minimize contaminants from other types of waste or materials. Also called Best Management Practices (BMPs).
- E. Signature Authority - Representative authorized to sign various storm water documents.

CERTIFICATION STATEMENT

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Jonathan P. Fitts
Signature
Jonathan P. Fitts
Printed or Typed Name
Patrick D. Schwickerath
Signature
Patrick D. Schwickerath
Printed or Typed Name

FINAL PLANS	01/28/20	TOW	BY
MARK	REVISION	DATE	BY
Engineer: TDW	Checked By: PDS	Scale: 1"= 1'	
Technician: JPS	Date: 01/28/20	Printed By: Pds	
Project No: 1181174	Sheet	C.21	

12TH STREET RECONSTRUCTION
POLLUTION PREVENTION PLAN & EROSION CONTROL
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-382-8984 | www.anydar-associates.com



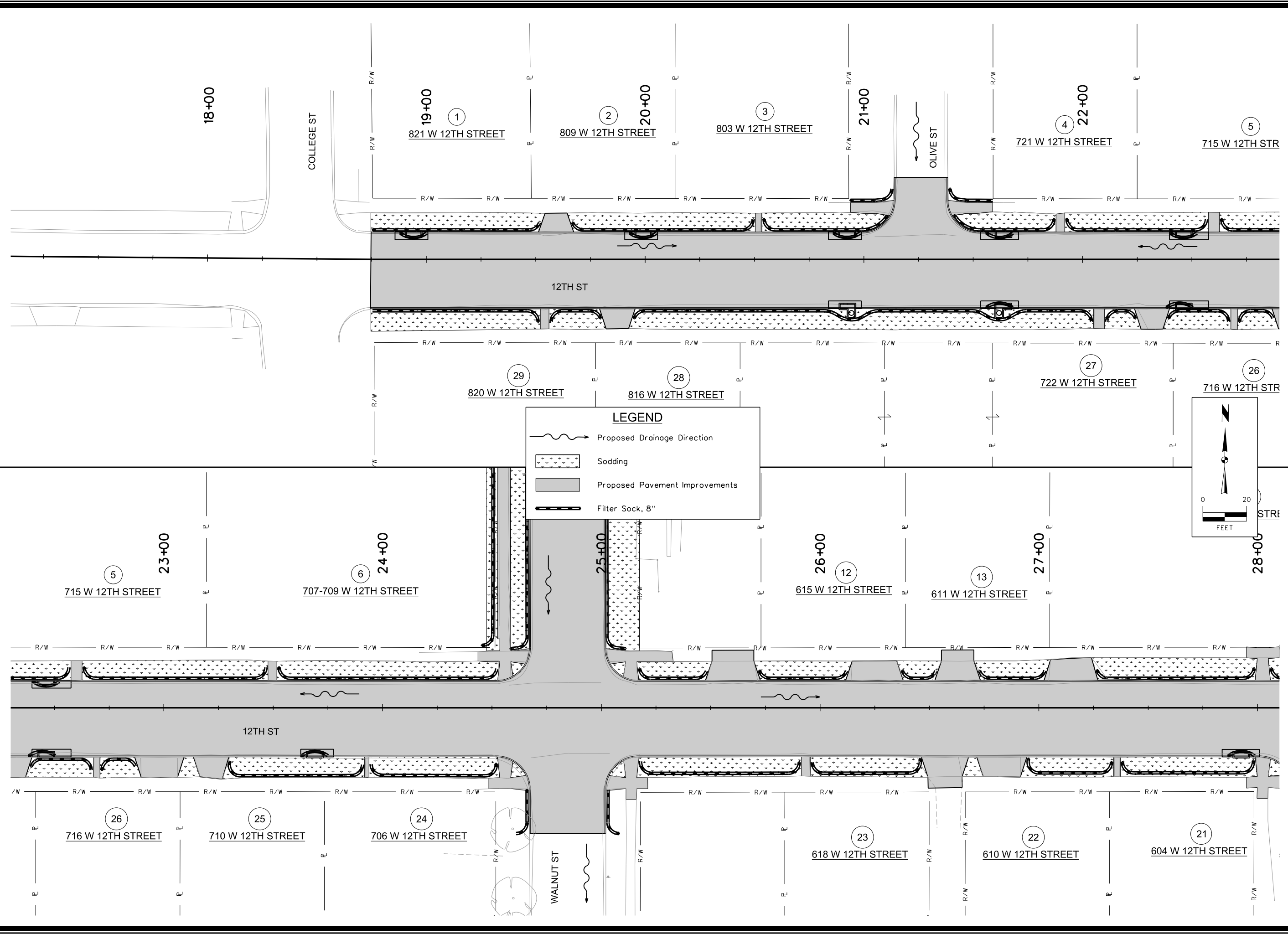
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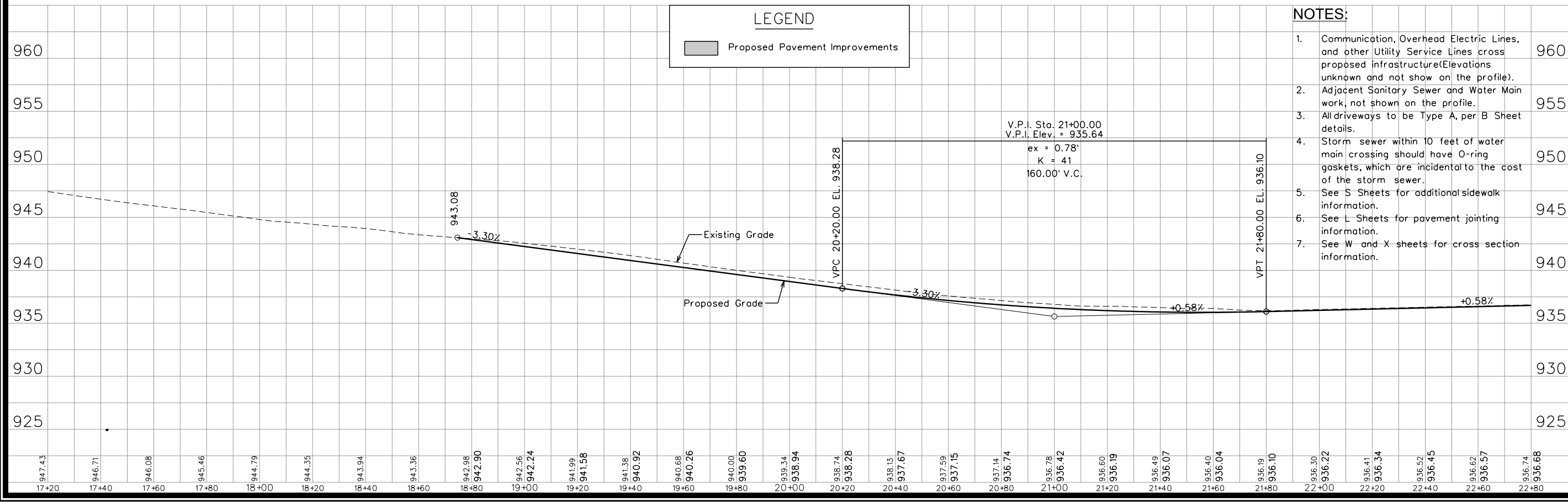
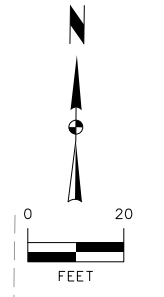
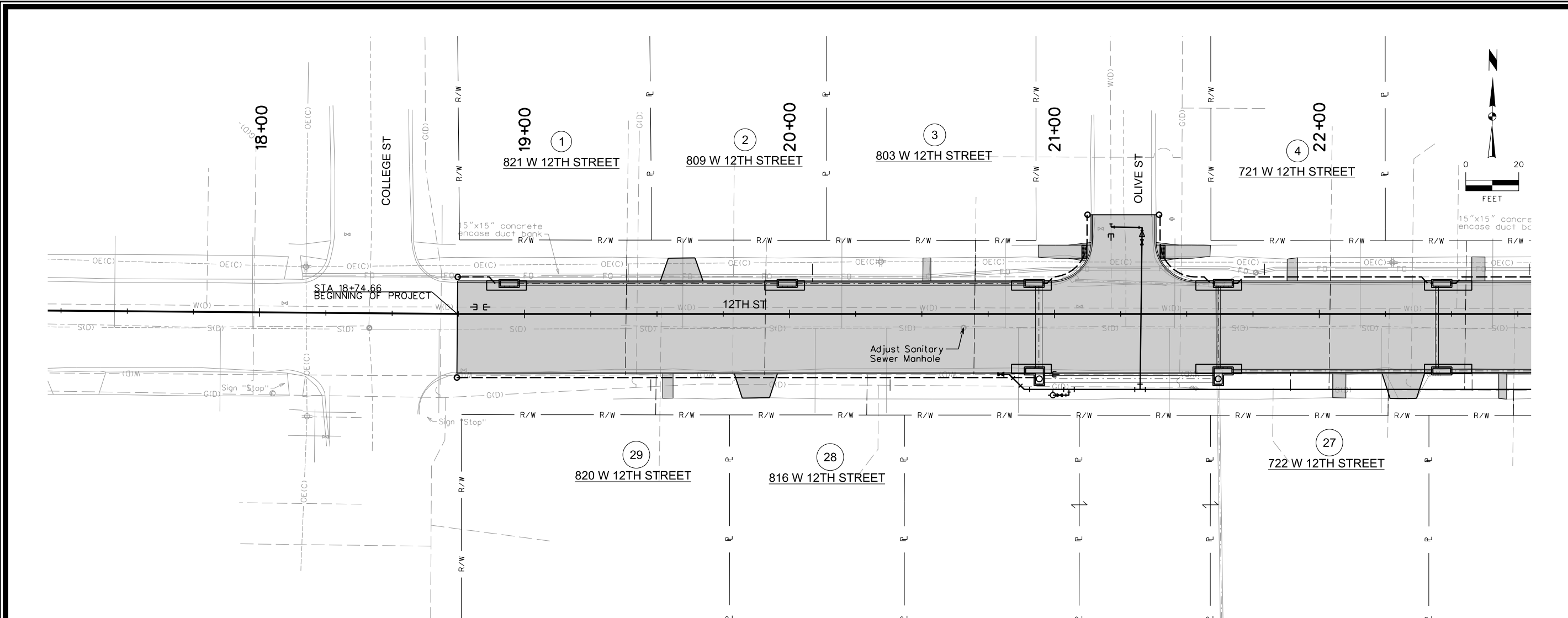
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Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174	Sheet: C.22		

12TH STREET RECONSTRUCTION
POLLUTION PREVENTION PLAN & EROSION CONTROL
SNYDER & ASSOCIATES, INC.
CEDAR FALLS, IOWA
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SNYDER & ASSOCIATES
Project No: 221
Sheet: C.22



- NOTES:**
1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not shown on the profile).
 2. Adjacent Sanitary Sewer and Water Main work, not shown on the profile.
 3. All driveways to be Type A, per B Sheet details.
 4. Storm sewer within 10 feet of water main crossing should have O-ring gaskets, which are incidental to the cost of the storm sewer.
 5. See S Sheets for additional sidewalk information.
 6. See L Sheets for pavement jointing information.
 7. See W and X sheets for cross section information.

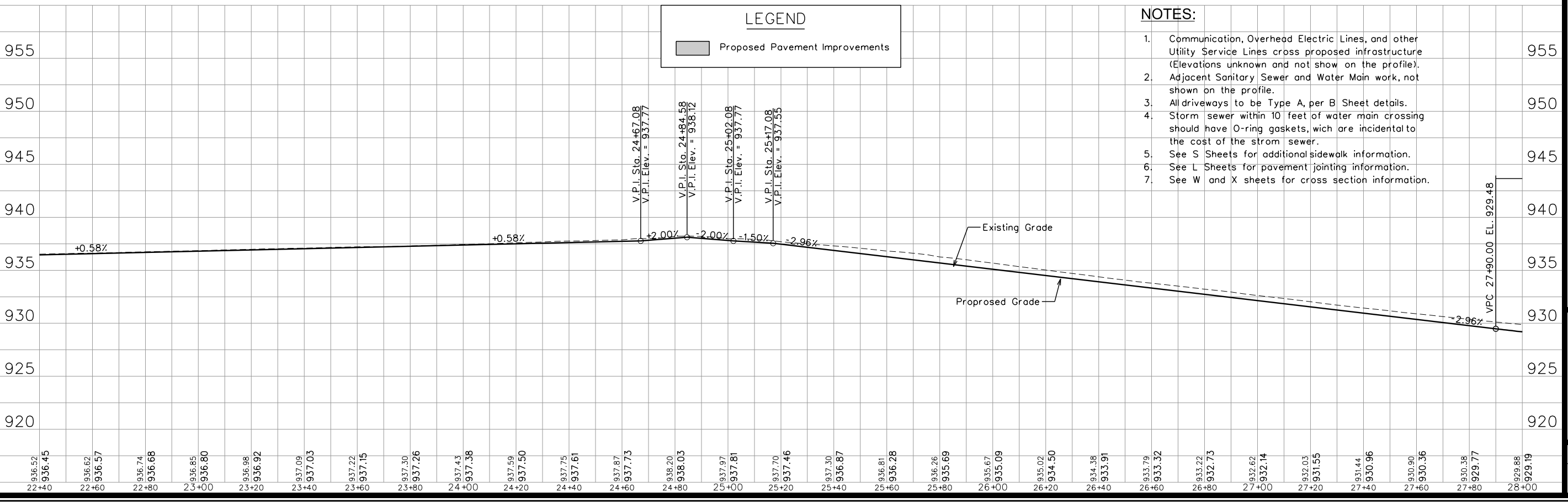
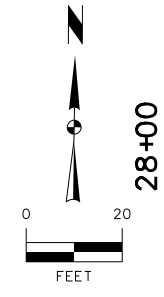
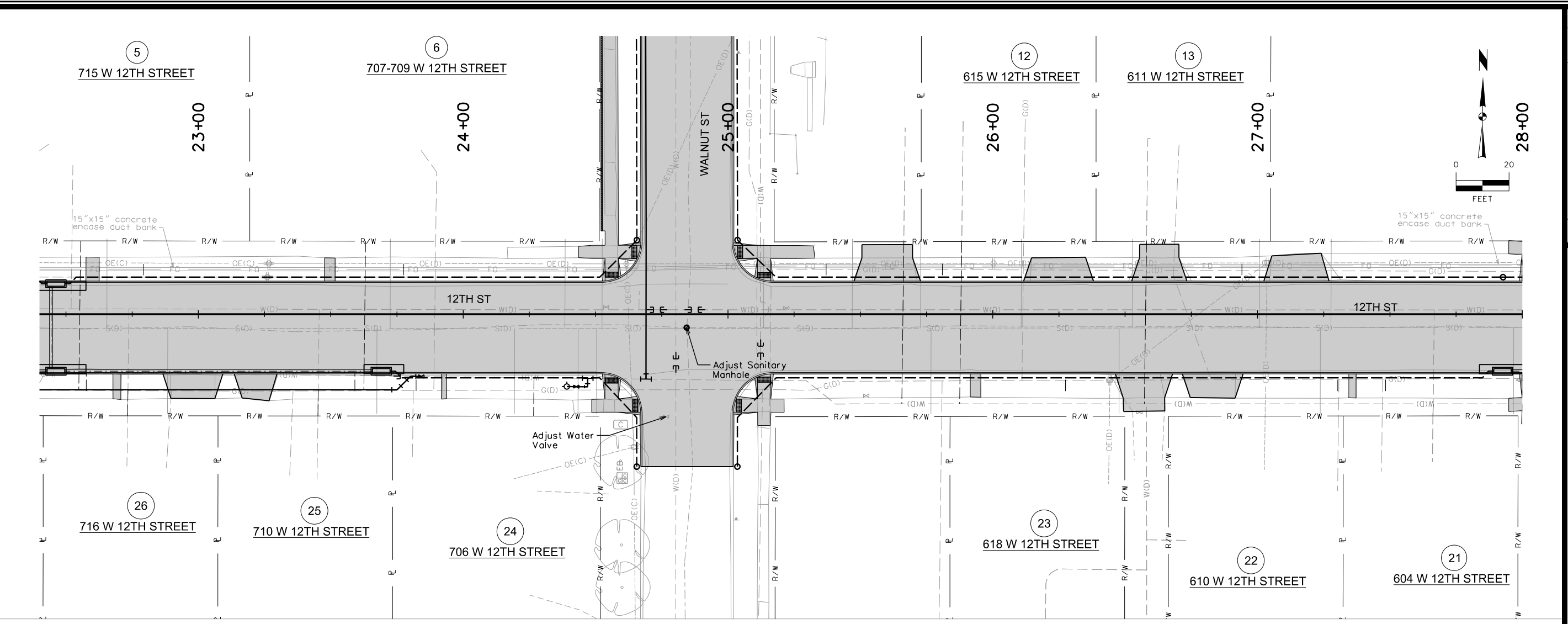
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Project No: 1181174	Field
Engineer: JPS	Scale
Checked By: PDS	Field
Date: 01/28/20	Field
REVISION	BY
TDW	
FINAL PLANS	

12TH STREET RECONSTRUCTION
PLAN AND PROFILE - 12TH STREET
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.

Project No: **223**
 Sheet **D.1**

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LEGEND

Proposed Pavement Improvements

- NOTES:**
1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not shown on the profile).
 2. Adjacent Sanitary Sewer and Water Main work, not shown on the profile.
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 6. See L Sheets for pavement jointing information.
 7. See W and X sheets for cross section information.

FINAL PLANS	REVISION	PDS	01/28/20	118174	Sheet	D.2
MARK	Engineer: TDW	Checked By: JPS	Date:	Project No:		
Technician: JPS						

Item 21.

12TH STREET RECONSTRUCTION

PLAN AND PROFILE - 12TH STREET

CEDAR FALLS, IOWA

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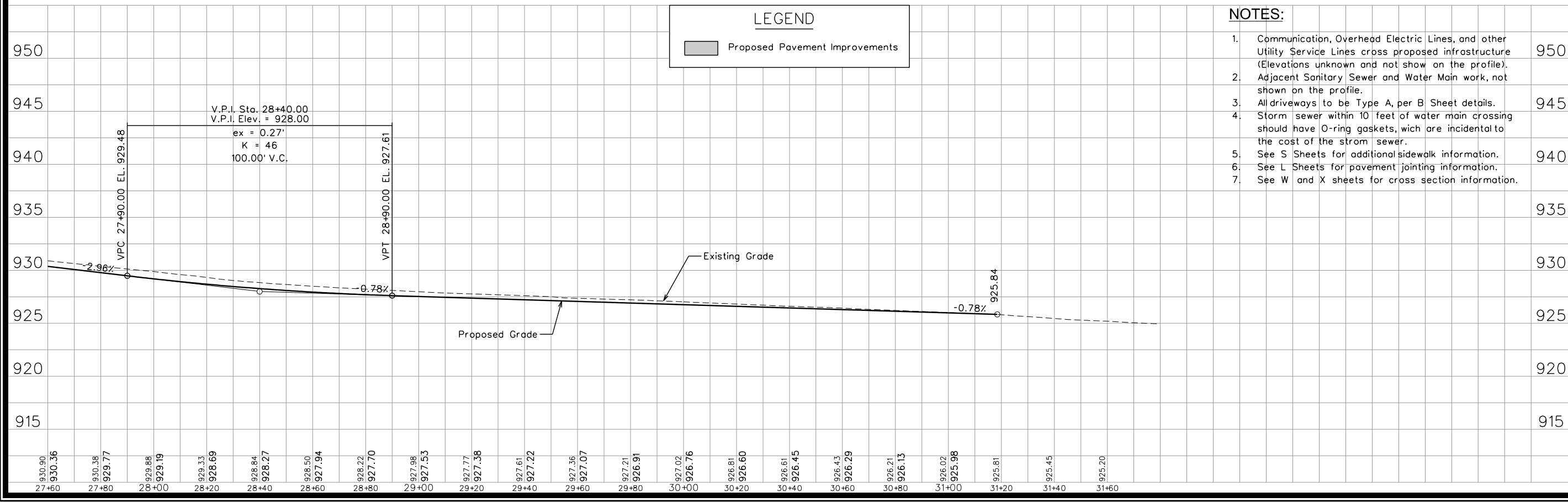
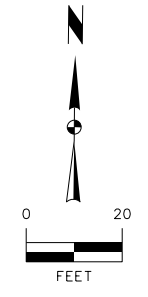
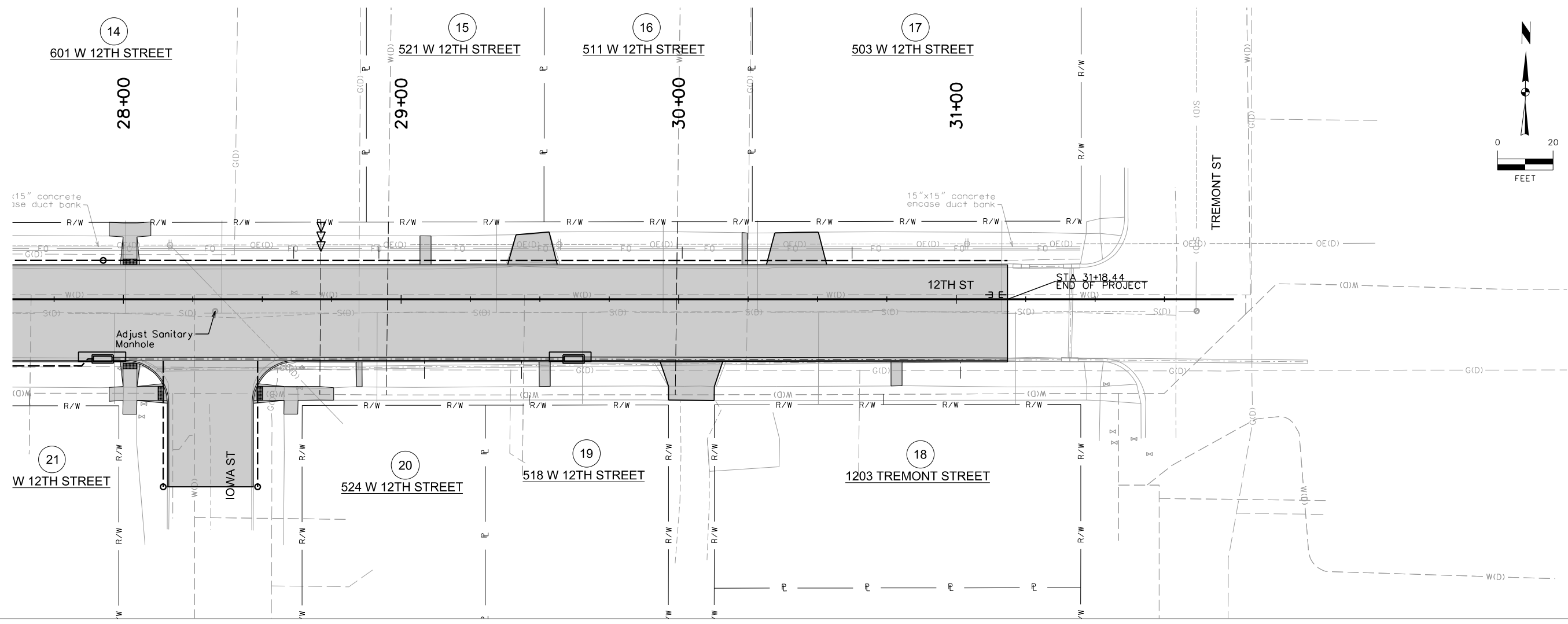
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Project No: **224**

Sheet **D.2**

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LEGEND

Proposed Pavement Improvements

- NOTES:**
1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not shown on the profile).
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 6. See L Sheets for pavement jointing information.
 7. See W and X sheets for cross section information.

Item 21.	Sheet D.3
Project No: 118174	
Engineer: JPS	Checked By: PDS
Scale: 1" = 40'	Date: 01/28/20
Field: JPS	Field: PDS
MARK	REVISION
FINAL PLANS	

12TH STREET RECONSTRUCTION

PLAN AND PROFILE - 12TH STREET

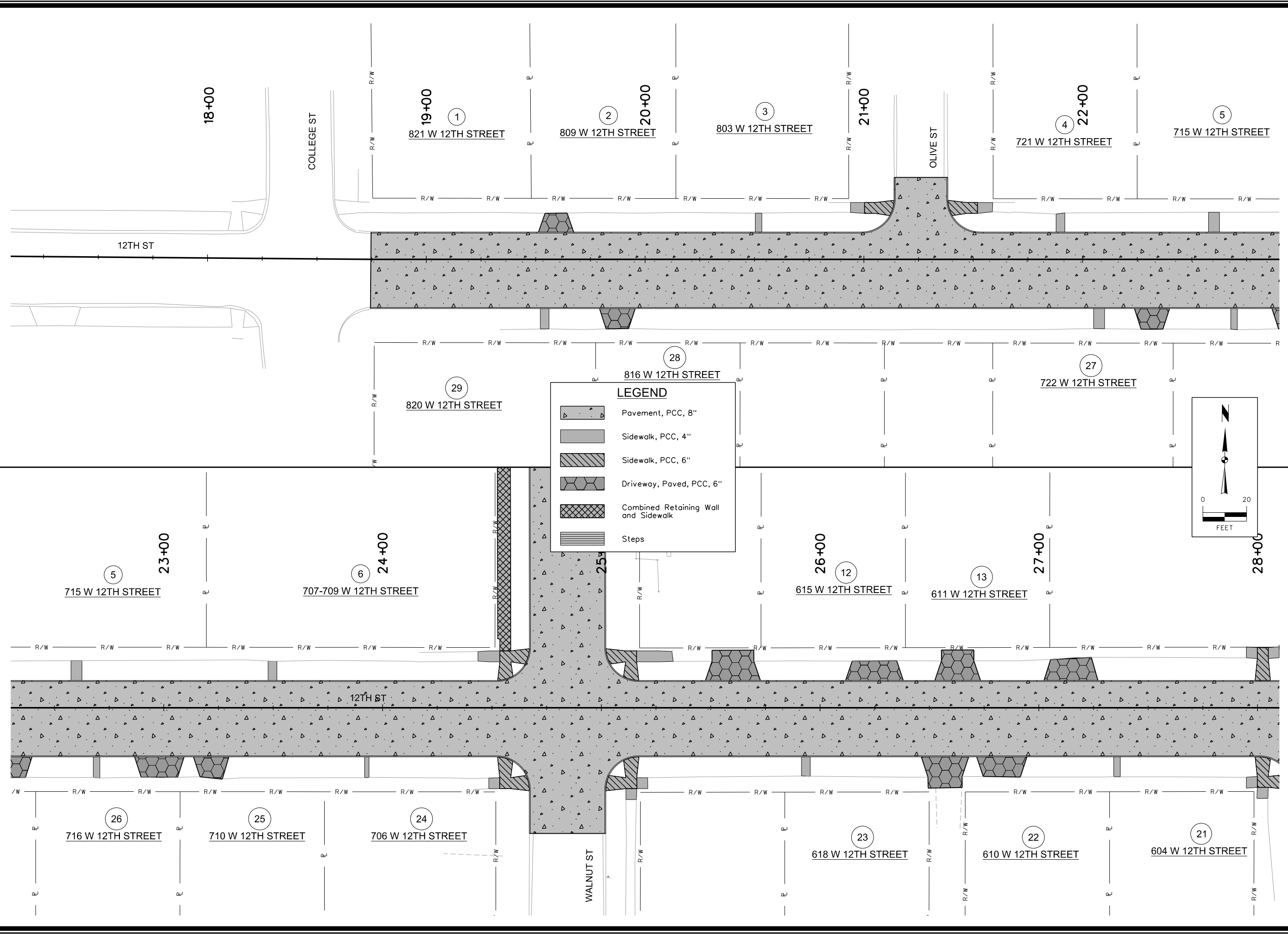
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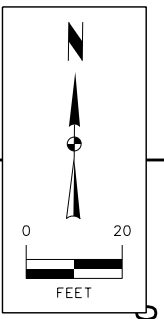
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Sheet **D.3**



LEGEND

- Pavement, PCC, 8"
- Sidewalk, PCC, 4"
- Sidewalk, PCC, 6"
- Driveway, Paved, PCC, 6"
- Combined Retaining Wall and Sidewalk
- Steps



Item 21.	Sheet D.4
MARK	REVISION
Engineer: TDW	Checked By: PDS
Technician: JPS	Date: 01/28/20
Project No: 1181174	

12TH STREET RECONSTRUCTION

PAVEMENT LEGEND

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Project No: 226

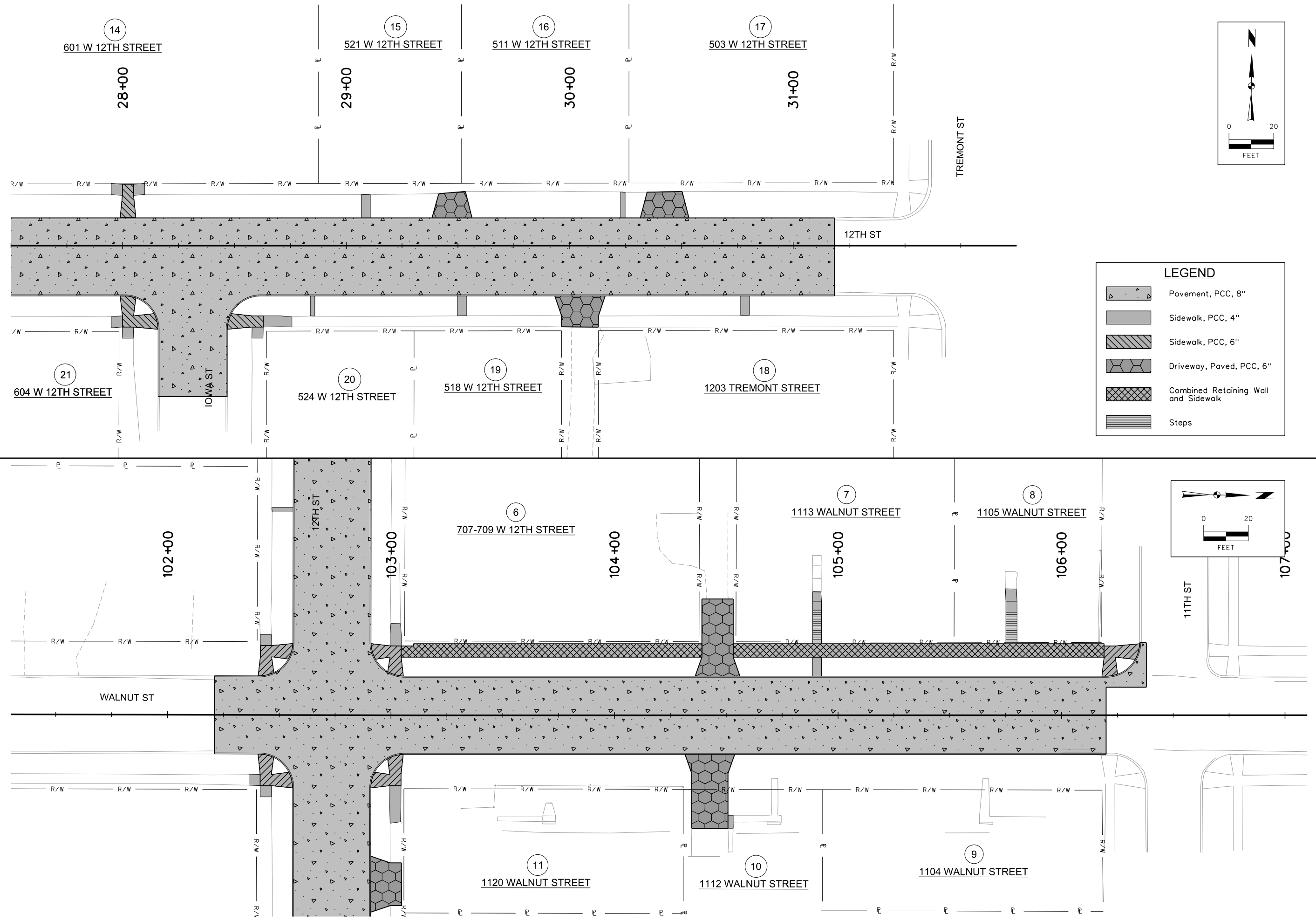
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12TH STREET RECONSTRUCTION

PAVEMENT LEGEND

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CEDAR FALLS, IOWA

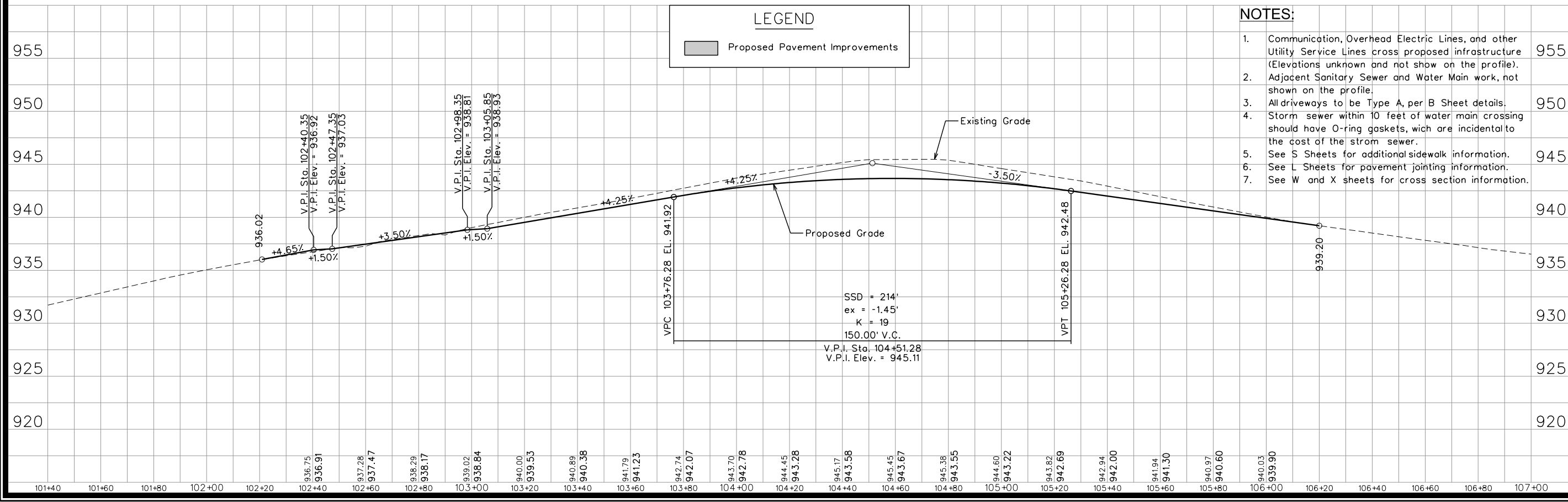
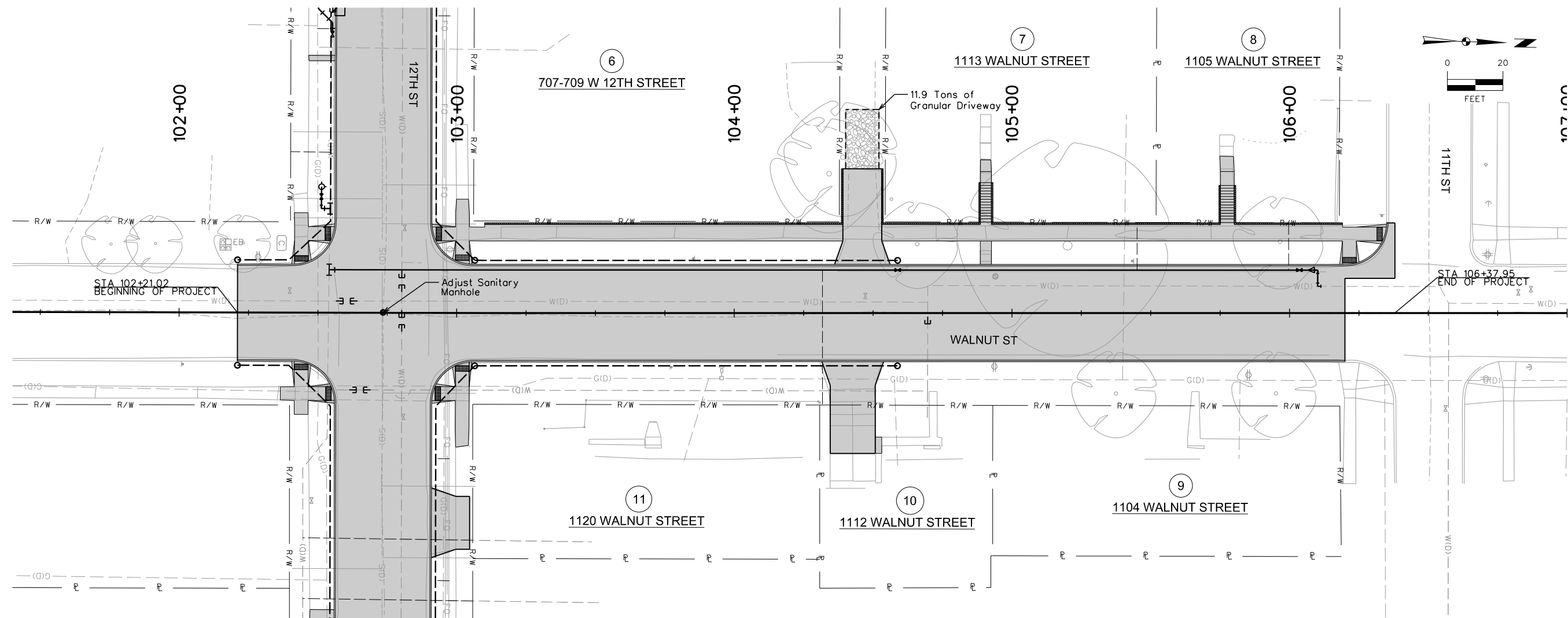
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Project No: 227

Sheet D.5

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- NOTES:**
1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not show on the profile).
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 7. See W and X sheets for cross section information.

FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	Date:	01/28/20		
	Technician:	JPS				
Project No: 1181174						
Sheet E.1						

12TH STREET RECONSTRUCTION
PLAN AND PROFILE - WALNUT STREET
CEDAR FALLS, IOWA
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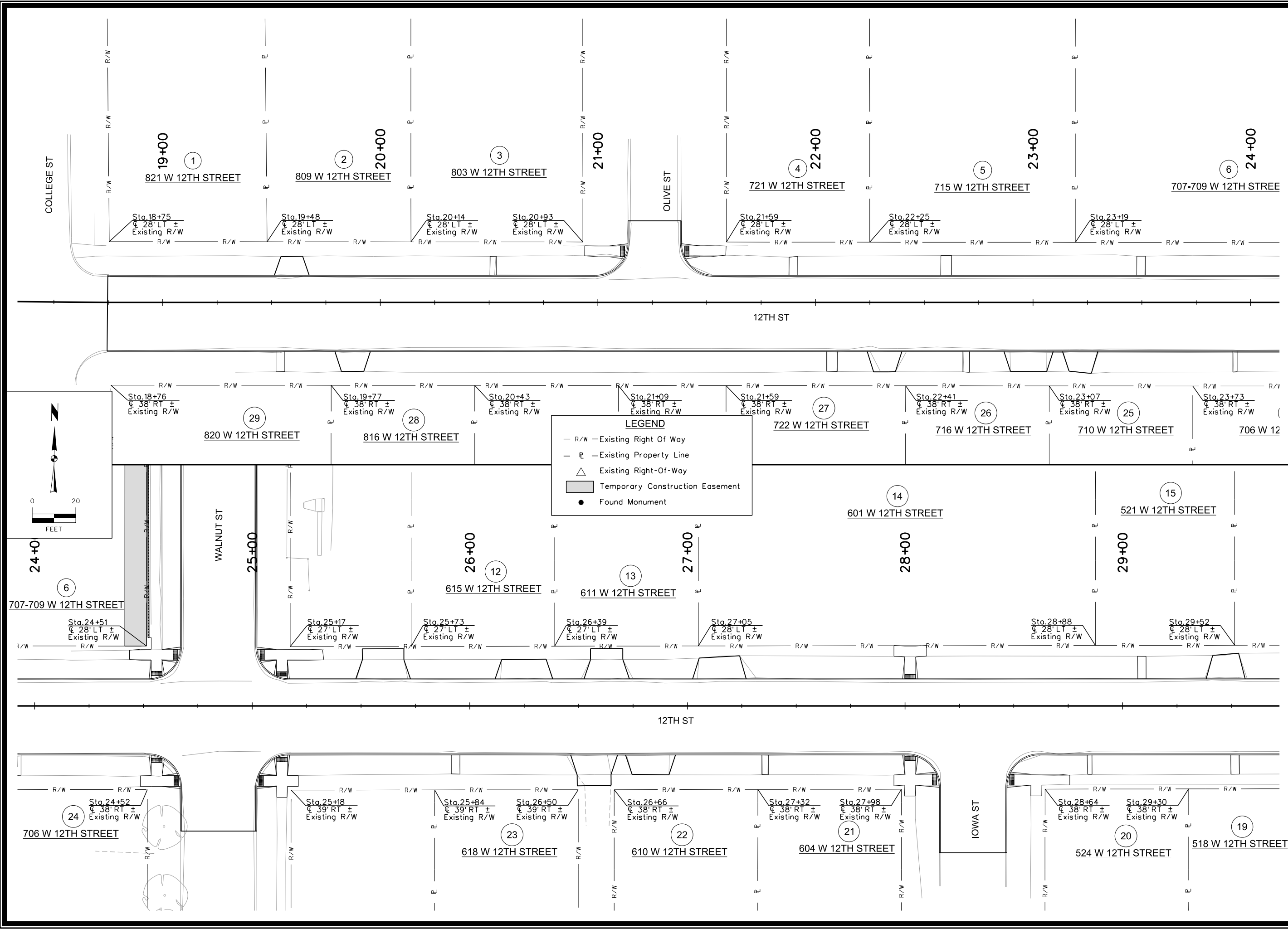
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LEGEND

- R/W - Existing Right Of Way
- PL - Existing Property Line
- △ Existing Right-Of-Way
- ▭ Temporary Construction Easement
- Found Monument

FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	Date:	01/28/20		
	Technician:	JPS				
	Project No:	1181174				Sheet H.1

RIGHT OF WAY

12TH STREET RECONSTRUCTION

CEDAR FALLS, IOWA

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Project No: **230**

Sheet **H.1**

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TRAFFIC CONTROL NOTES

1. The contractor is responsible for providing detailed traffic control plans for any other stages that may be required and/or proposed. Changes to the staging plan must be approved by the engineer. Adjustment to advanced signage and barricading as required to combine stages are subject to Engineer approval and are considered incidental.
2. Traffic Control shall be in accordance with the latest edition of the 2009 Manual on Uniform Traffic Control Devices (MUTCD) and the traffic control plan sheets.
3. Furnish and install all traffic control devices and maintain in the correct position. Promptly clean and replace damaged traffic control devices. Patrol work areas daily (at a minimum) to ensure all traffic control devices are properly set, in serviceable condition, and legible.
4. The contractor shall cover all conflicting existing signs that do not apply during construction.
5. Provide appropriate signage if, at any time, there is an elevation difference between adjacent or opposing travel lanes on any street.
6. Written notice shall be provided to the Engineer prior to roadway closures and transitions between stages.
7. The spacing of all signs and the distances between signs shown in the plan shall meet the requirements of the 2009 MUTCD. If the minimum spacing between signs cannot be maintained, the sign locations shall be adjusted to provide the largest spacing available.
8. The location for storage of equipment by the Contractor during non-working hours shall be as approved by the Engineer. Excavations, equipment, and materials within the construction zone shall be protected by barricades during non-working hours. Equipment and materials shall be staged to avoid blocking sight distance at intersections.
9. Certified flaggers as/if required to protect workers and the traveling public are included with this item.
10. All "Road Closed" and "Road Closed to Thru Traffic" signs to be mounted above top rail of Type III barricades so as not to obscure the diagonal posts.
11. The proposed signing may be modified to meet field conditions, prevent obstructions and accommodate construction scheduling upon approval of the engineer.
12. All Type III barricades shall have Type "A" flashing lights. The back side of the barricades shall be reflectorized by a minimum of (6) yellow reflectors one at each end of each rail.
13. Parking will not be allowed on closed portions of street. Contractor to maintain driveway access throughout as much of the construction as possible.

SIDEWALK NOTES

1. Except when contract operations are occurring within sidewalk areas, pedestrian traffic shall be maintained through workspaces or traffic control zones during this project. The contractor shall provide appropriate signage for sidewalk closures in compliance with SUDAS Standard Details and the MUTCD.
2. Sidewalk removal and reconstruction shall be staged to minimize loss of pedestrian access to residential and business entrances. Maximum allowable loss of access is 48-hours. All work at entrance shall be coordinated with the resident and/or business owner.
3. Sidewalk traffic control shall remain in place until sidewalks are replaced and accessible.
4. The cost for the sidewalk accommodations is incidental to the cost of traffic control.

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES STANDARD DETAILS

THE FOLLOWING DETAILS ARE SPECIFICALLY BROUGHT TO THE CONTRACTOR'S ATTENTION. ALL MUTCD STANDARD DETAILS FROM PART 6 - TEMPORARY TRAFFIC CONTROL ARE APPLICABLE TO THIS CONTRACT

FIGURE	NAME
6C-1	Component Parts of a Temporary Traffic Control Zone
6C-2	Types of Tapers and Buffer Spaces
6C-3	Example of a One-Lane, Two-Way Traffic Taper
6F-1	Height and Lateral Location of Signs - Typical Installations
6F-2	Methods of Mounting Signs Other Than on Posts
6F-3	Regulatory Signs and Plaques in Temporary Traffic Control Zones
6F-4	Warning Signs and Plaques in Temporary Traffic Control Zones
6F-7	Channelizing Devices
6H-20	Detour for a Closed Street (TA-20)
6H-28	Sidewalk Detour or Diversion (TA-28)

Item 21.

FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field
Technician: JPS	Date: 01/28/20		
Project No: 1181174			Sheet J.1

12TH STREET RECONSTRUCTION

STAGING & TRAFFIC CONTROL

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

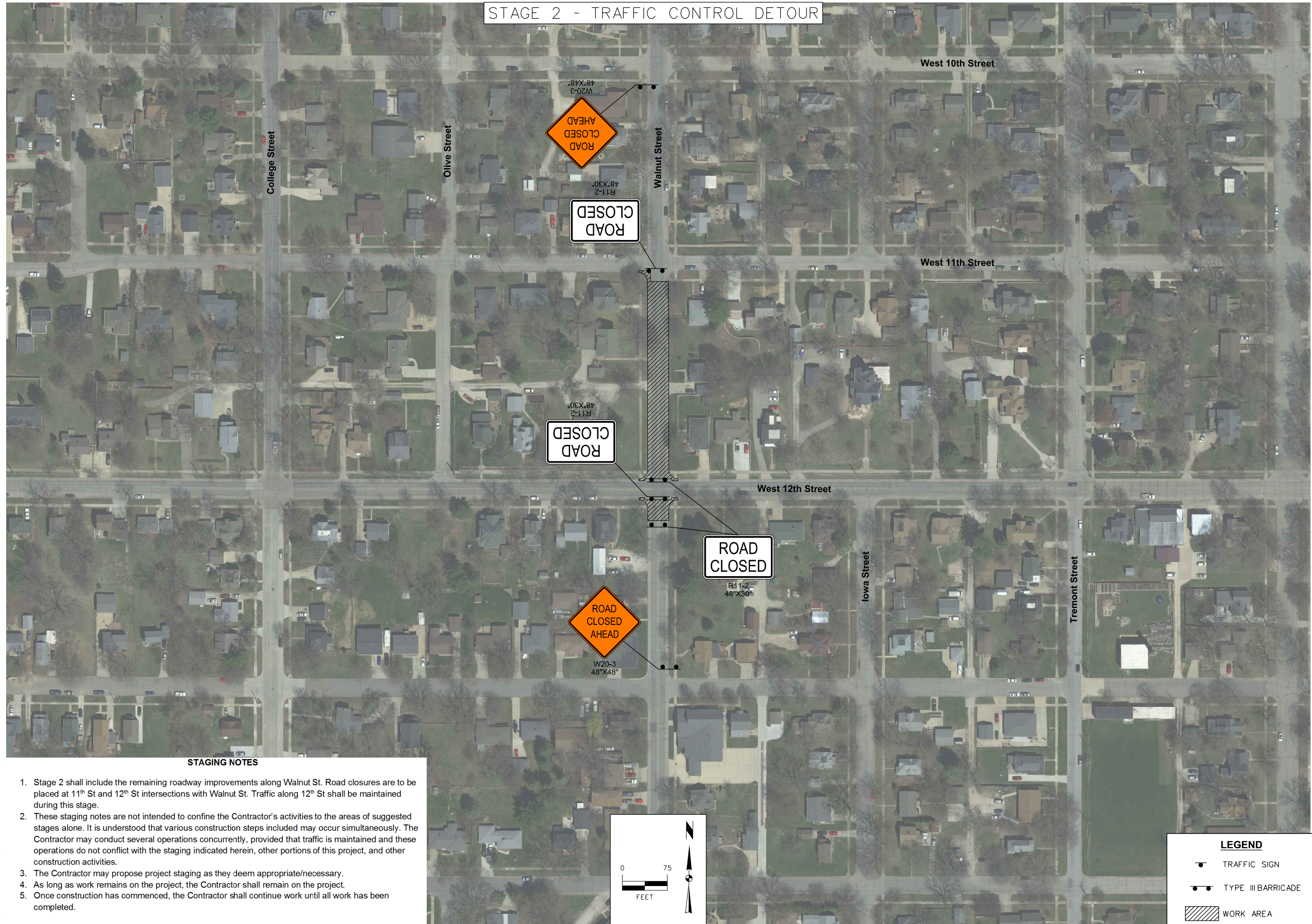
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Project No: 232

Sheet J.1

STAGE 2 - TRAFFIC CONTROL DETOUR



STAGING NOTES

1. Stage 2 shall include the remaining roadway improvements along Walnut St. Road closures are to be placed at 11th St and 12th St intersections with Walnut St. Traffic along 12th St shall be maintained during this stage.
2. These staging notes are not intended to confine the Contractor's activities to the areas of suggested stages alone. It is understood that various construction steps included may occur simultaneously. The Contractor may conduct several operations concurrently, provided that traffic is maintained and these operations do not conflict with the staging indicated herein, other portions of this project, and other construction activities.
3. The Contractor may propose project staging as they deem appropriate/necessary.
4. As long as work remains on the project, the Contractor shall remain on the project.
5. Once construction has commenced, the Contractor shall continue work until all work has been completed.

LEGEND

	TRAFFIC SIGN
	TYPE III BARRICADE
	WORK AREA

FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	Date:	01/28/20		
	Technician:	JPS				
	Project No:	1181174				Sheet
						J.3

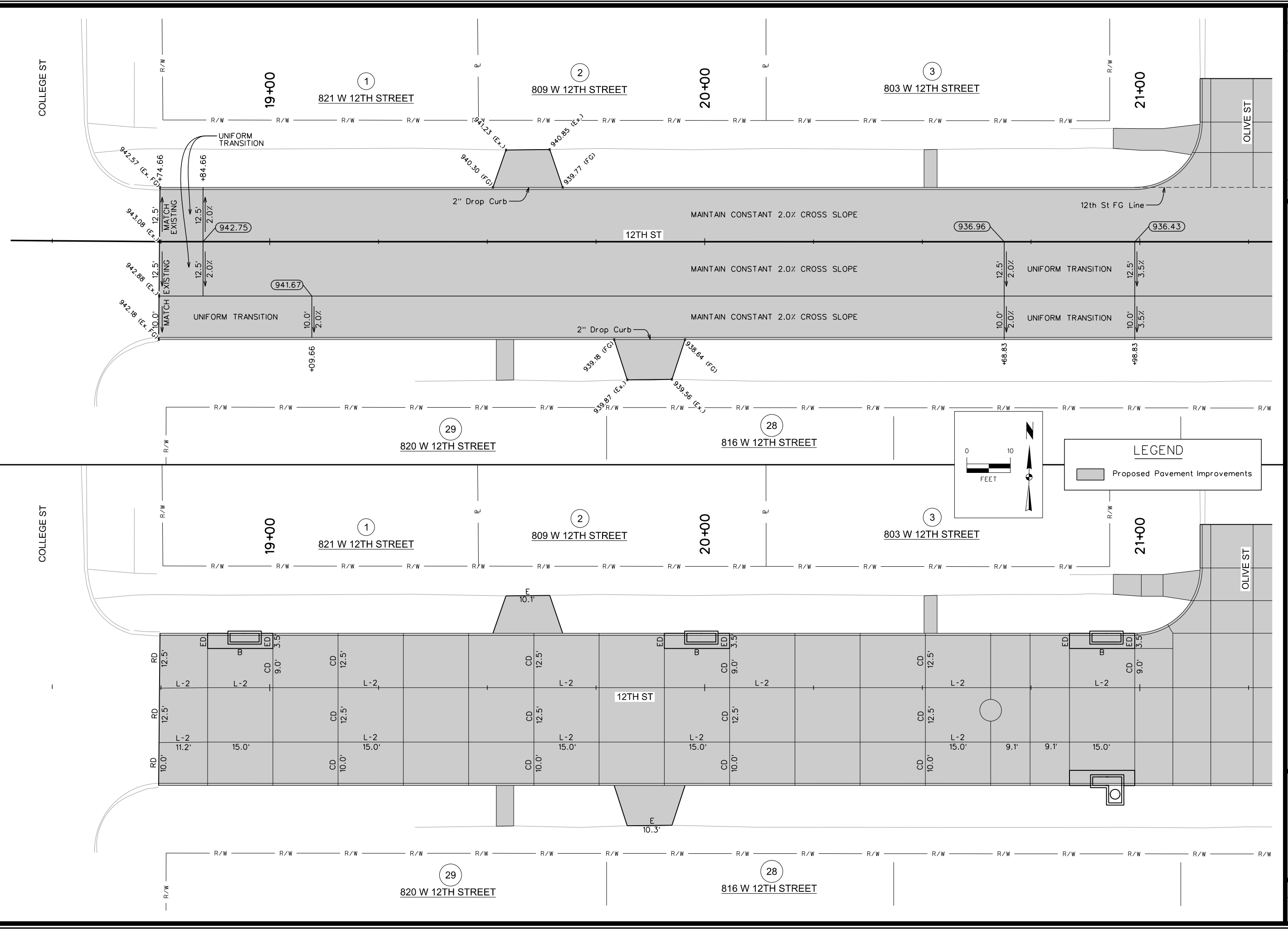
12TH STREET RECONSTRUCTION
STAGING & TRAFFIC CONTROL
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.

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Project No: **234**
 Sheet **J.3**

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FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 118174	Sheet: L1		

12TH STREET RECONSTRUCTION
 INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

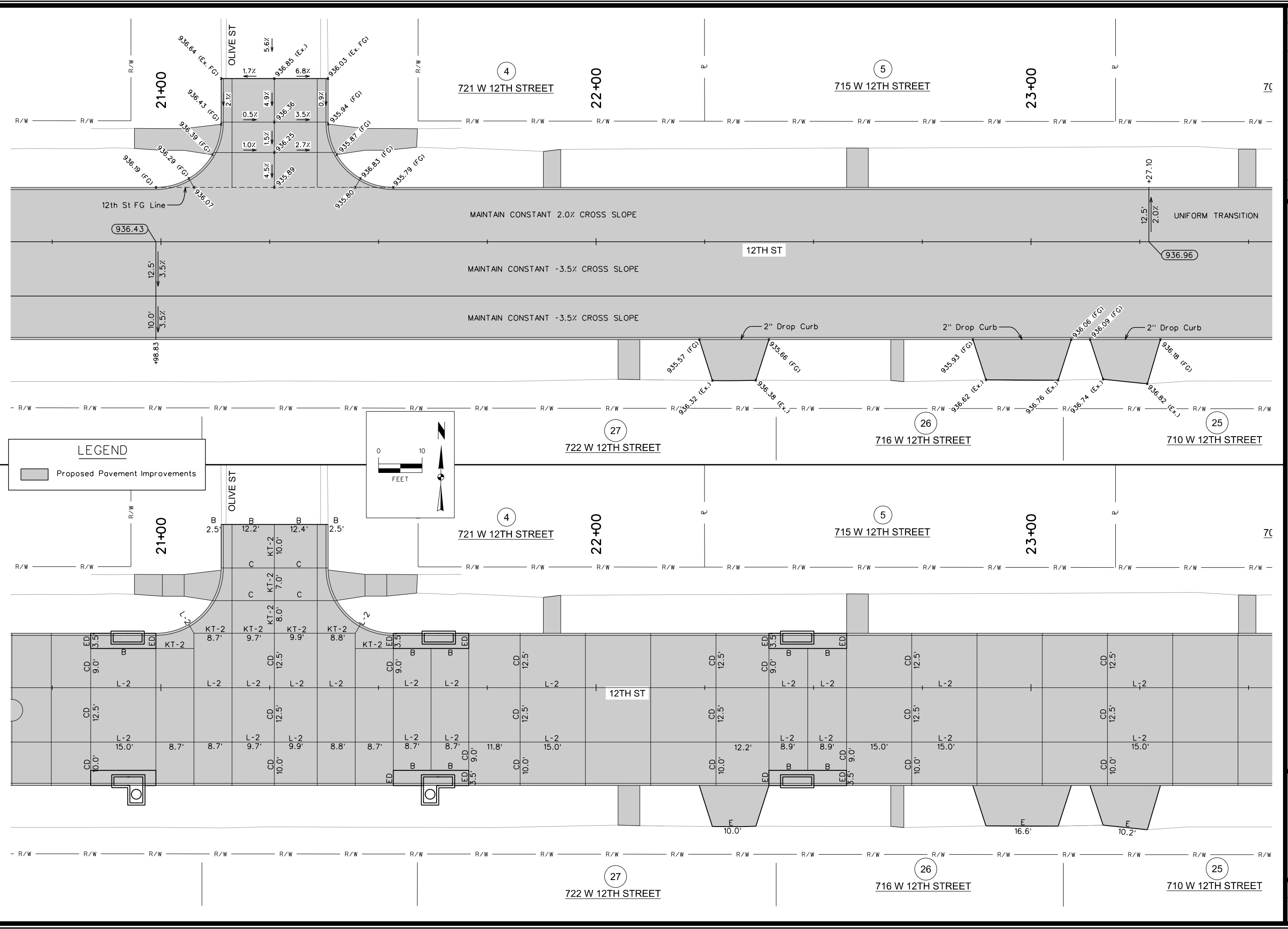


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Project No: **235**

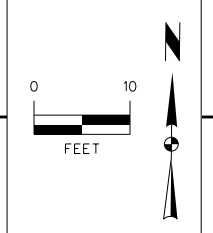
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LEGEND

Proposed Pavement Improvements



Item 21.
Project No: 1181174
Sheet L2
REVISION
Checked By: PDS
Date: 01/28/20
Engineer: JPS
Technician: JPS

12TH STREET RECONSTRUCTION

INTERSECTION, DRIVEWAY & JOINTING INFO

SNYDER & ASSOCIATES, INC.

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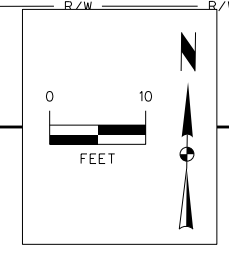
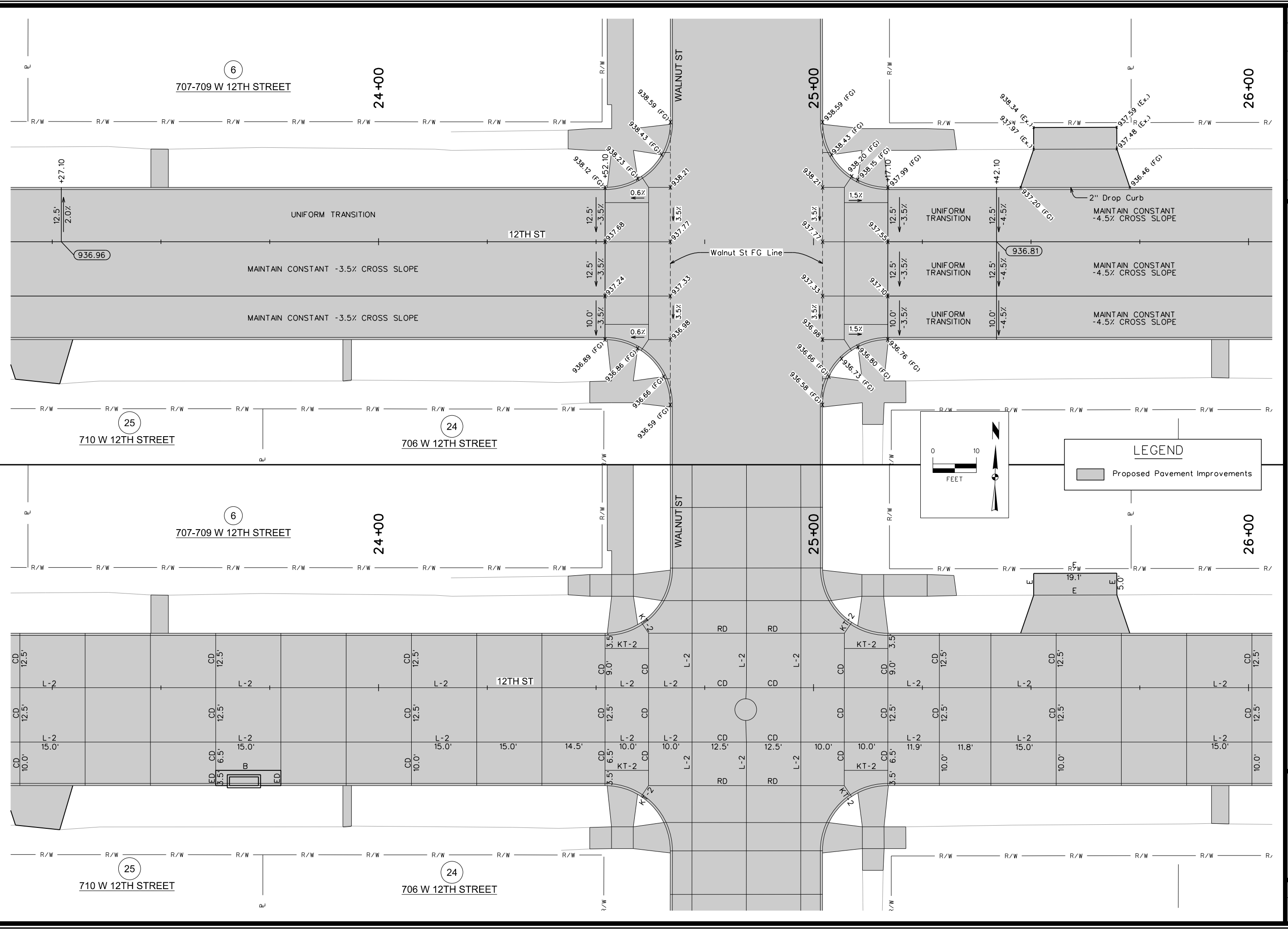
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SNYDER & ASSOCIATES

Project No: 236

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Project No: 1181174	
Engineer: JPS	Date: 01/28/20
Check By: PDS	Field
REVISION	BY
FINAL PLANS	

12TH STREET RECONSTRUCTION
 INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.
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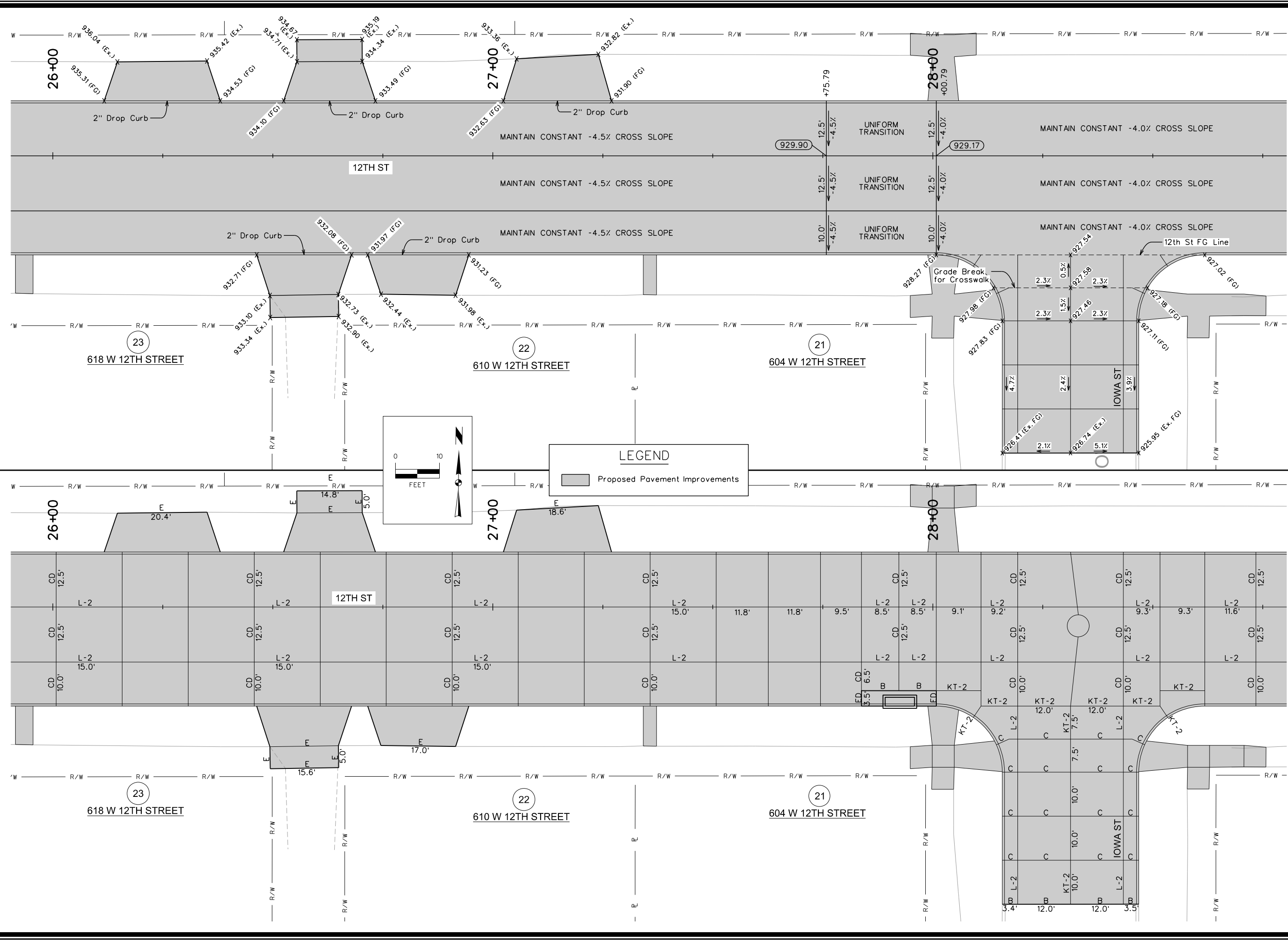
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Item 21.	Scale	Field
REVISION	Checked By	PDS
Engineer	TDW	Date: 01/28/20
Technician	JPS	Date: 11/17/14
Project No:	118174	Sheet L4

12TH STREET RECONSTRUCTION
INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.

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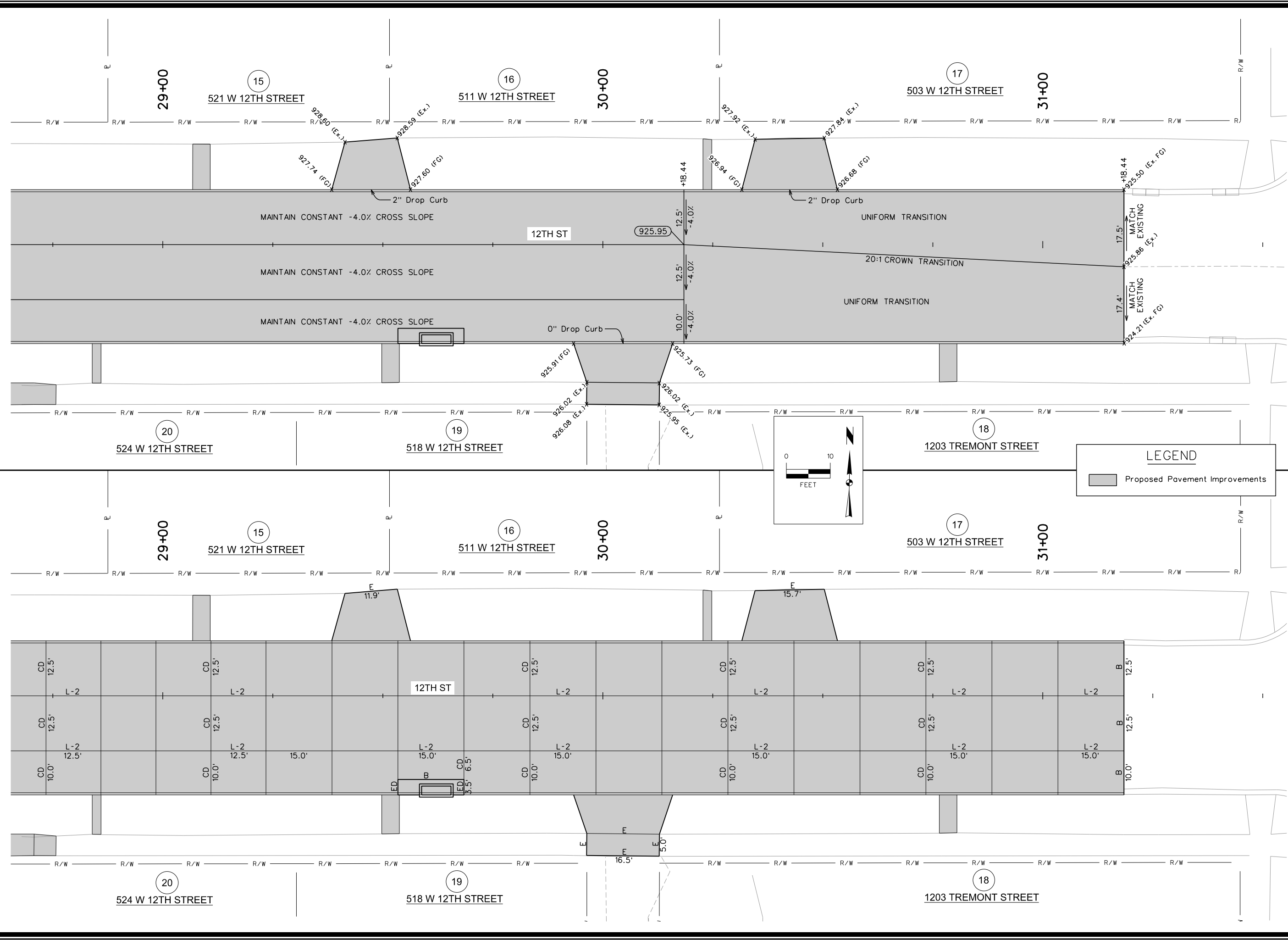
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FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174	Sheet: L.5		

12TH STREET RECONSTRUCTION
INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
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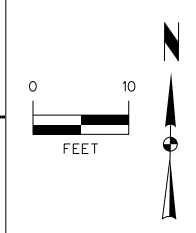
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INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.



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Project No: **239**

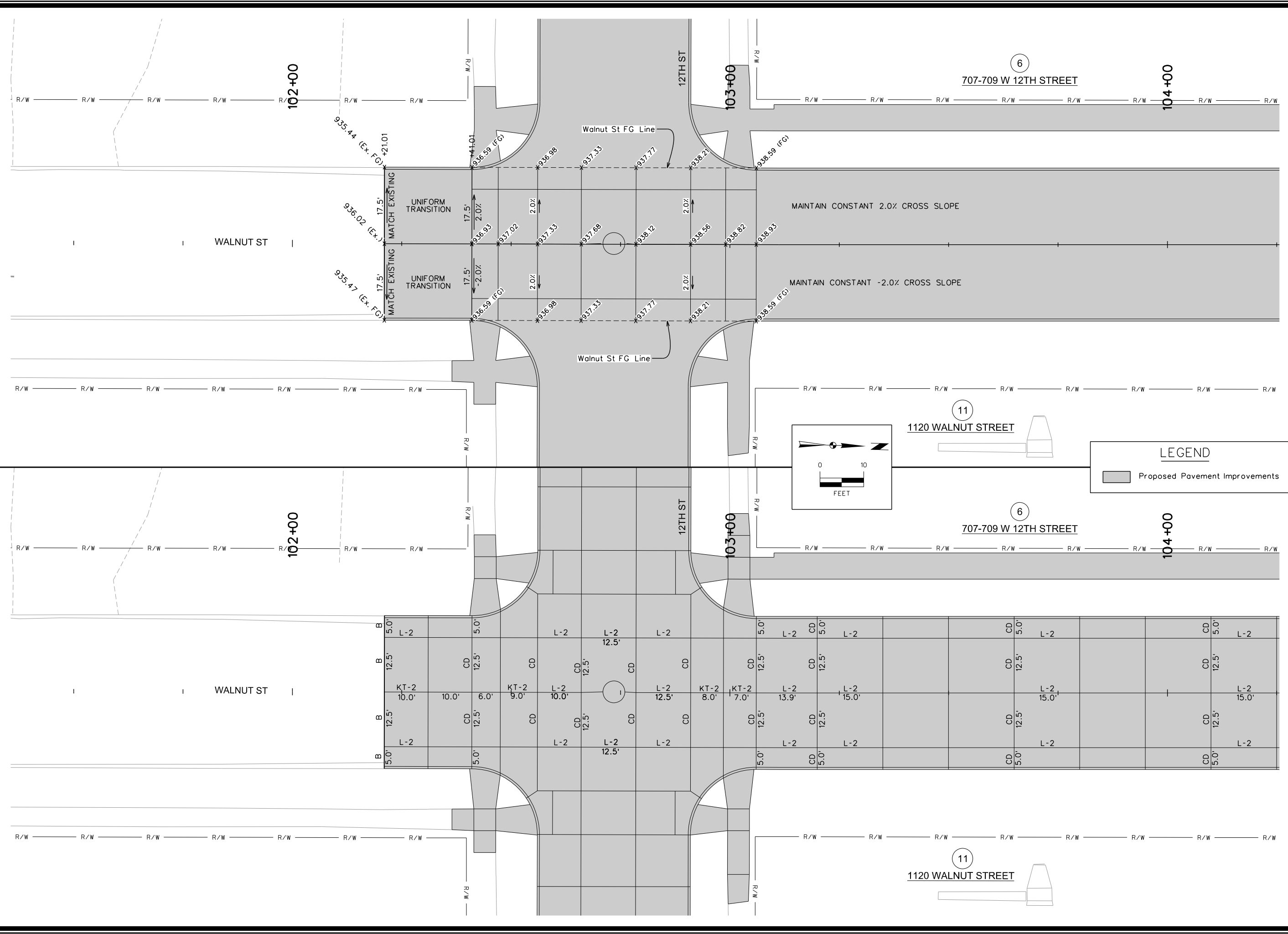
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LEGEND

Proposed Pavement Improvements

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FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174	Sheet: L.6		

12TH STREET RECONSTRUCTION
INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.

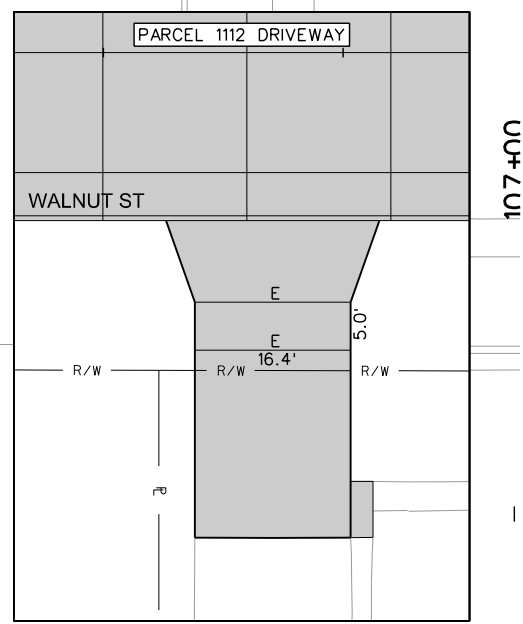
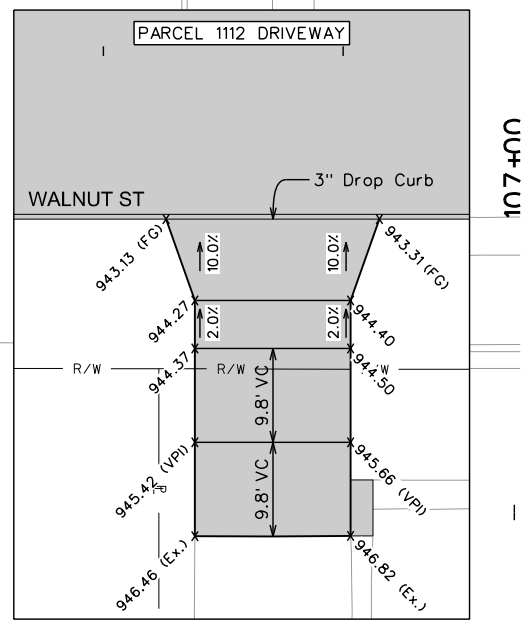
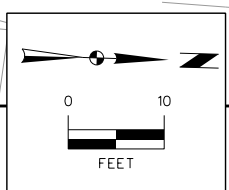
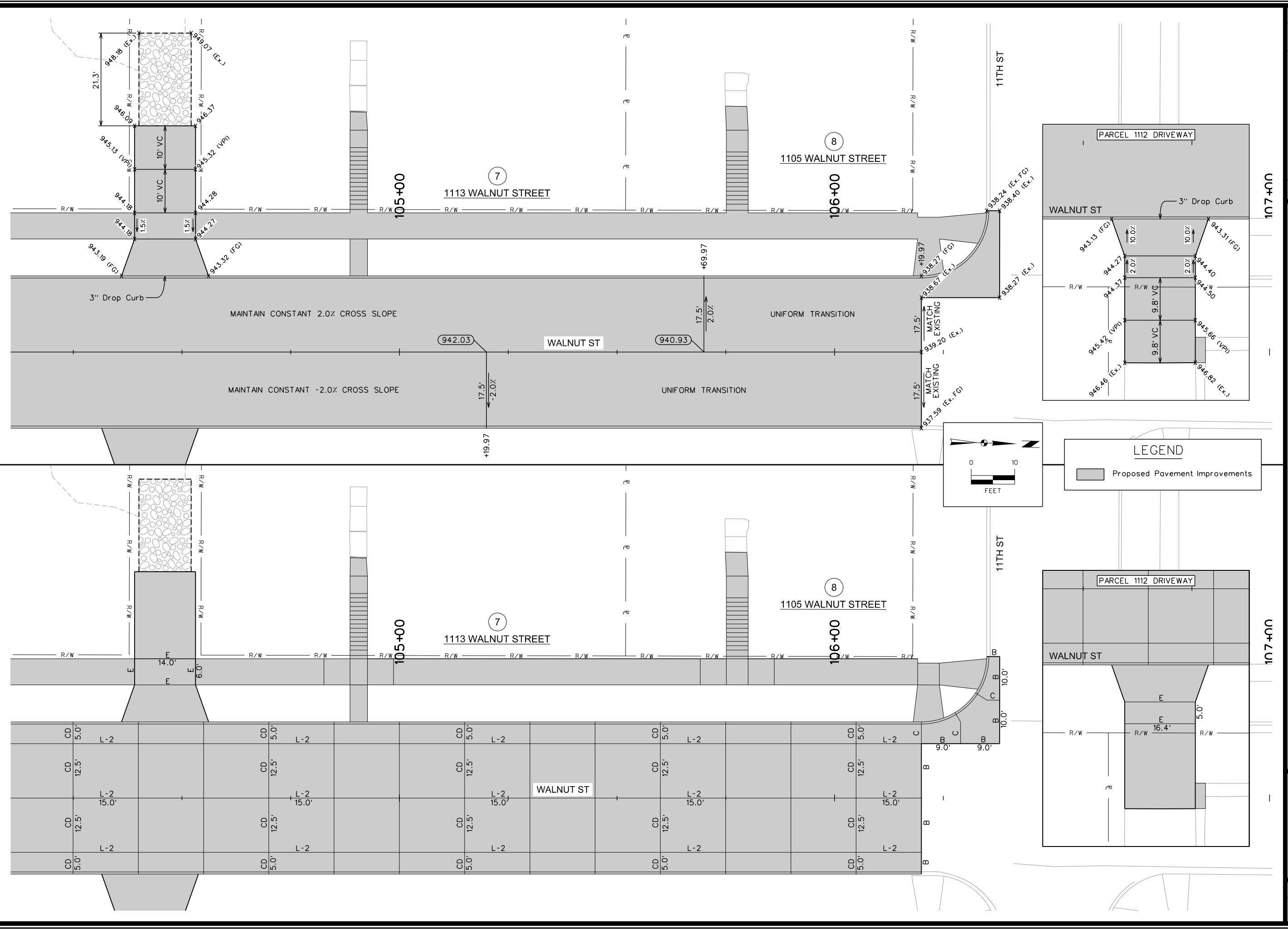
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Project No: **240**

Sheet **L.6**

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FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
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	Technician:	JPS				
Project No: 1181174						
Sheet L7						

12TH STREET RECONSTRUCTION
 INTERSECTION, DRIVEWAY & JOINTING INFO
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
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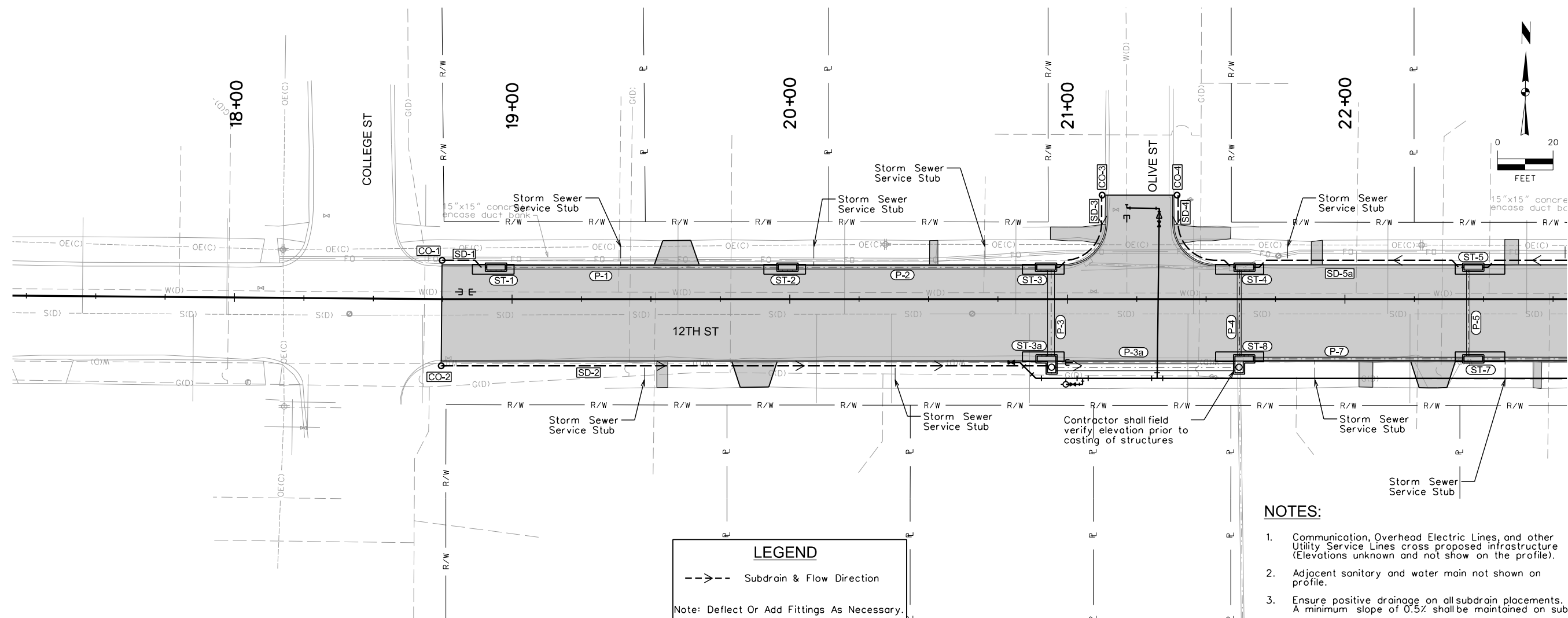
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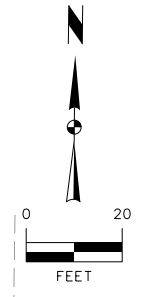
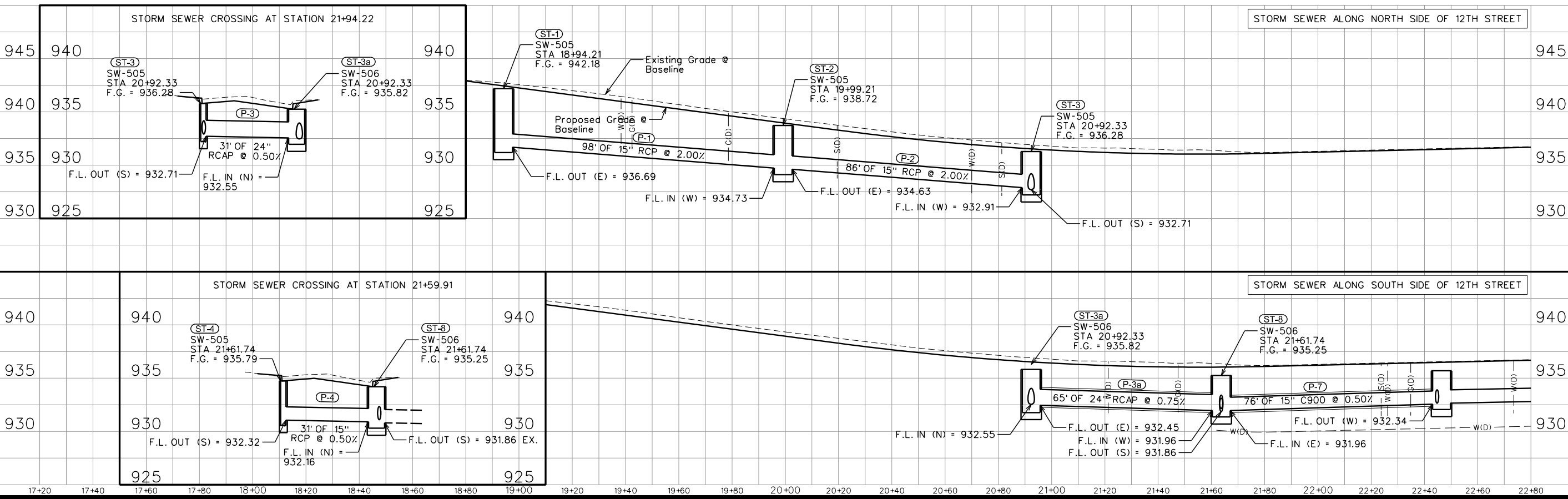
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--> Subdrain & Flow Direction

Note: Deflect Or Add Fittings As Necessary.

NOTES:

1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not show on the profile).
2. Adjacent sanitary and water main not shown on profile.
3. Ensure positive drainage on all subdrain placements. A minimum slope of 0.5% shall be maintained on subdrain.



Item 21.	Scale	Field	Sheet
MARK	REVISION	PDS	M.1
Engineer: TDW	Checked By: JPS	Date: 01/28/20	
Technician: JPS			
Project No: 1181174			

12TH STREET RECONSTRUCTION

STORM SEWER

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

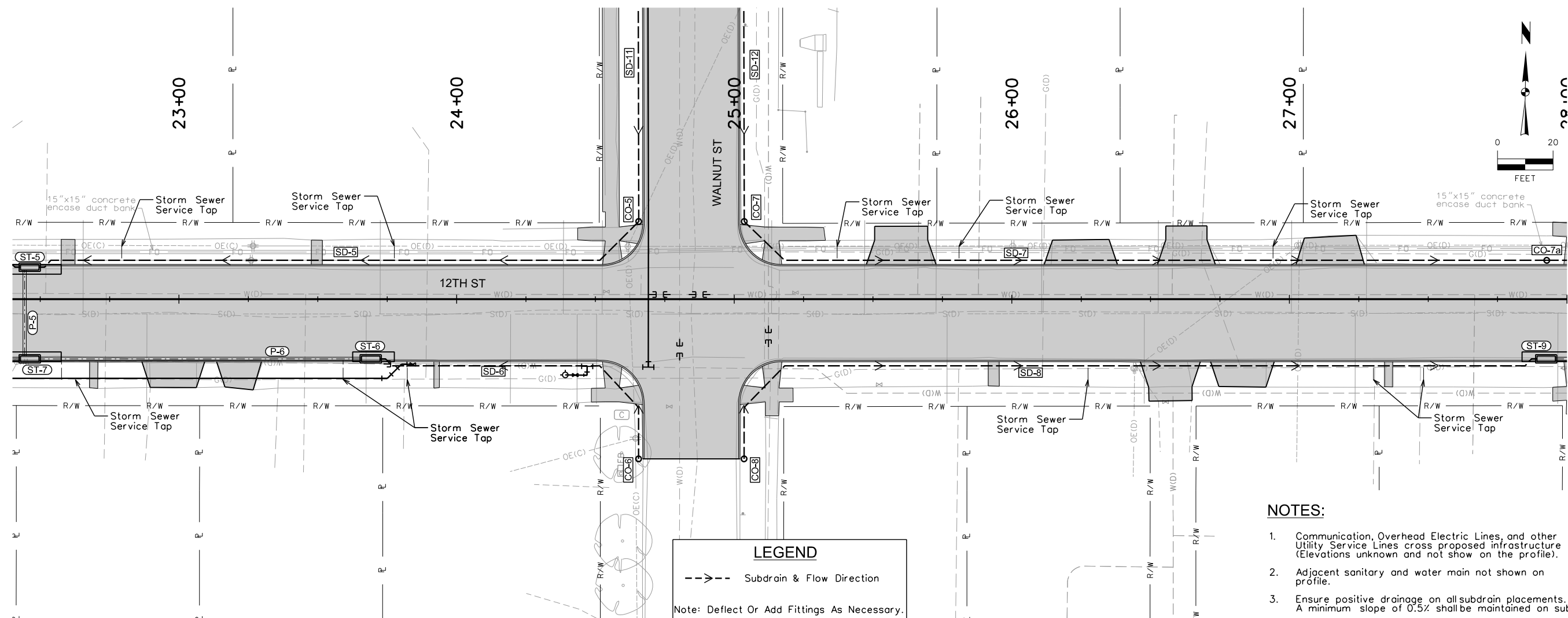
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Project No: 242

Sheet M.1

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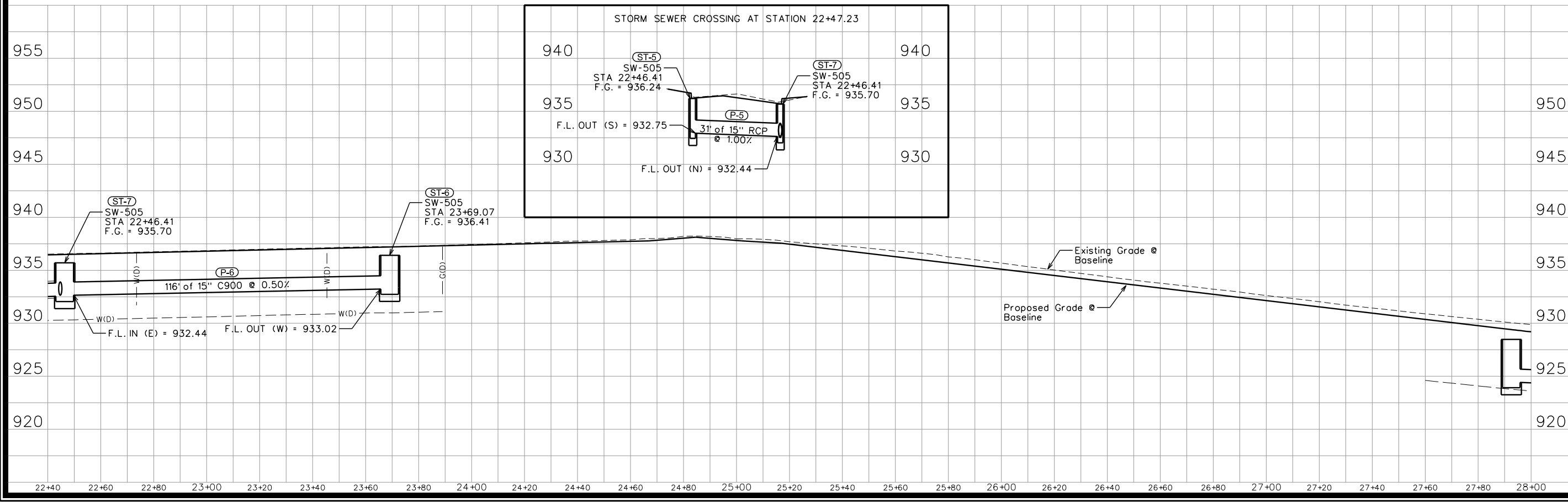
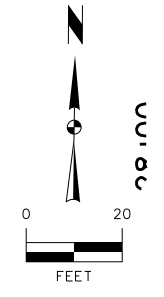


LEGEND

---> Subdrain & Flow Direction

Note: Deflect Or Add Fittings As Necessary.

- NOTES:**
1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not shown on the profile).
 2. Adjacent sanitary and water main not shown on profile.
 3. Ensure positive drainage on all subdrain placements. A minimum slope of 0.5% shall be maintained on subdrain.

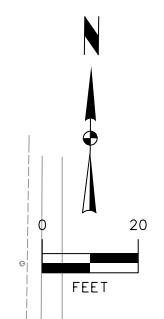
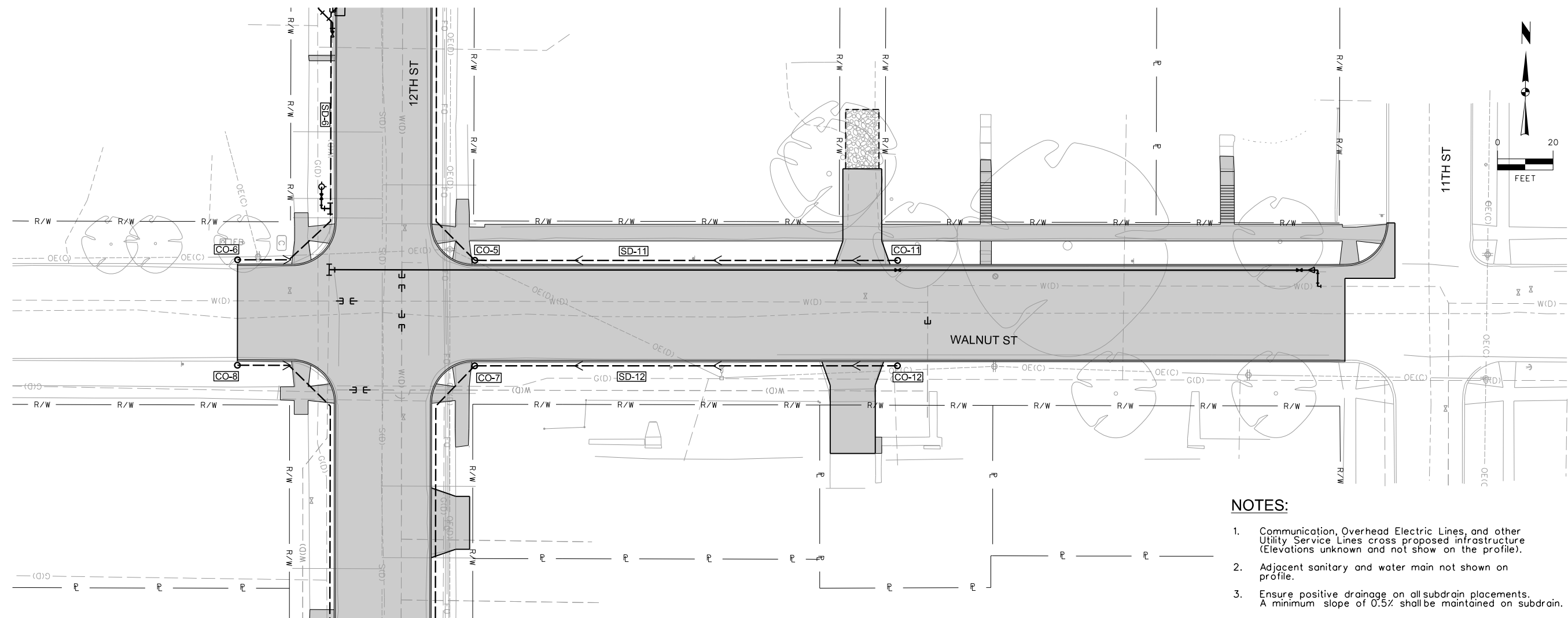


Item 21.	Sheet M.2
Project No: 118174	Scale: PDS
Engineer: JPS	Checked By: PDS
Technician: JPS	Date: 01/28/20

12TH STREET RECONSTRUCTION
STORM SEWER
CEDAR FALLS, IOWA
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SNYDER & ASSOCIATES
 Project No: 243
 Sheet M.2

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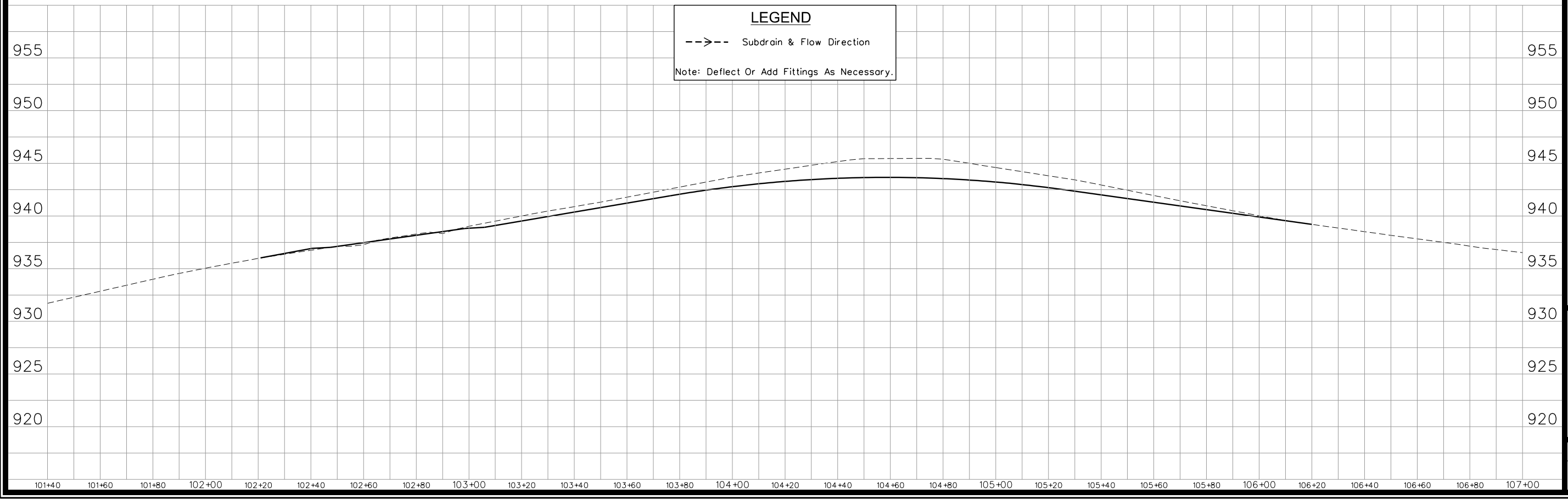
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1. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not show on the profile).
2. Adjacent sanitary and water main not shown on profile.
3. Ensure positive drainage on all subdrain placements. A minimum slope of 0.5% shall be maintained on subdrain.

LEGEND

-->-- Subdrain & Flow Direction

Note: Deflect Or Add Fittings As Necessary.



Item 21.	Sheet M.4
Project No: 1181174	
Engineer: JPS	Date: 01/28/20
Checked By: PDS	Scale: Field
REVISION	BY
FINAL PLANS	TDW

12TH STREET RECONSTRUCTION

STORM SEWER

SNYDER & ASSOCIATES, INC.

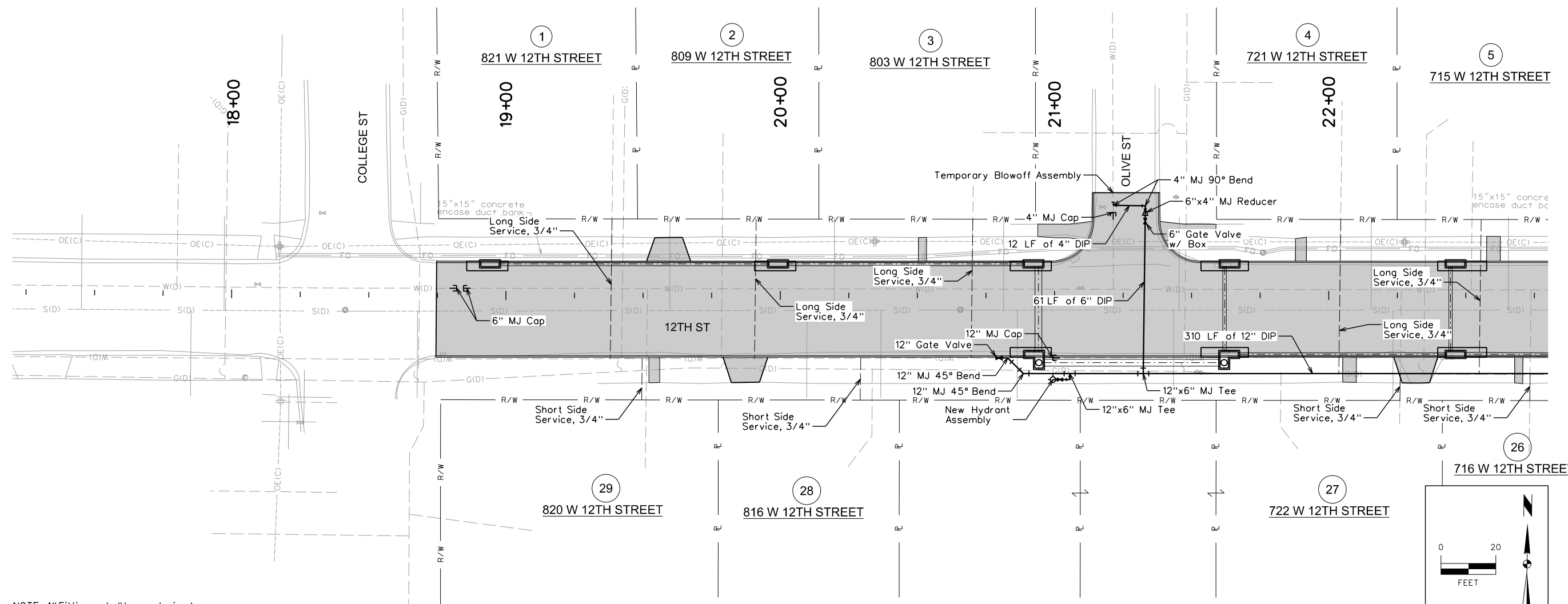
CEDAR FALLS, IOWA

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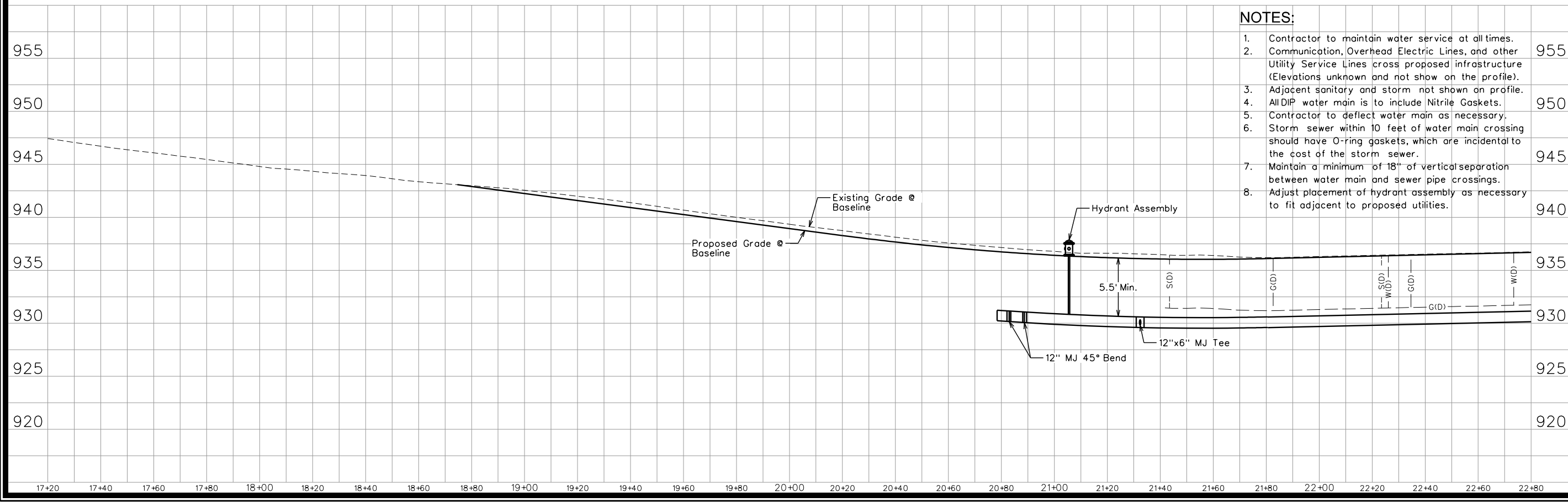
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NOTE: All Fittings shall be restrained



NOTES:

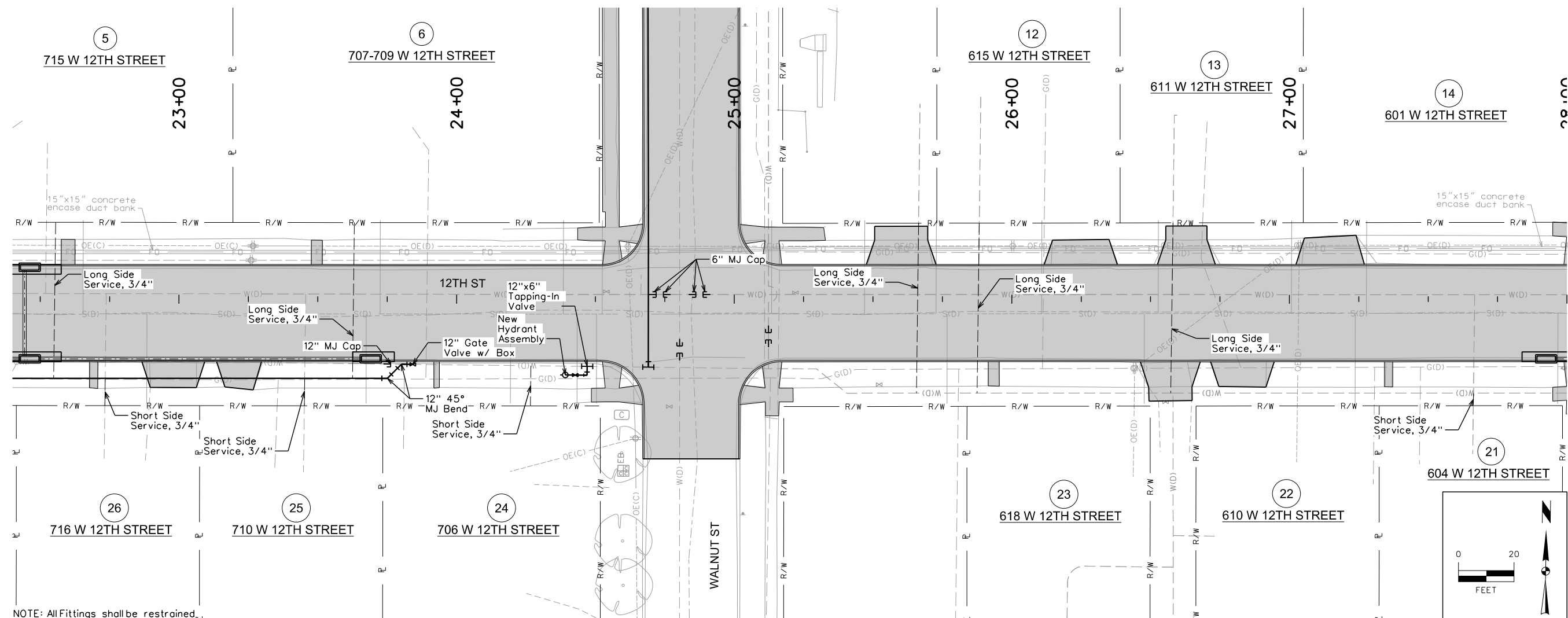
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2. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not shown on the profile).
3. Adjacent sanitary and storm not shown on profile.
4. All DIP water main is to include Nitrile Gaskets.
5. Contractor to deflect water main as necessary.
6. Storm sewer within 10 feet of water main crossing should have O-ring gaskets, which are incidental to the cost of the storm sewer.
7. Maintain a minimum of 18" of vertical separation between water main and sewer pipe crossings.
8. Adjust placement of hydrant assembly as necessary to fit adjacent to proposed utilities.

Item 21.	Scale	Field
REVISION	Checked By: PDS	Date: 01/28/20
MARK	Engineer: JPS	Technician: JPS
FINAL PLANS	Project No: 118174	Sheet MWM.1

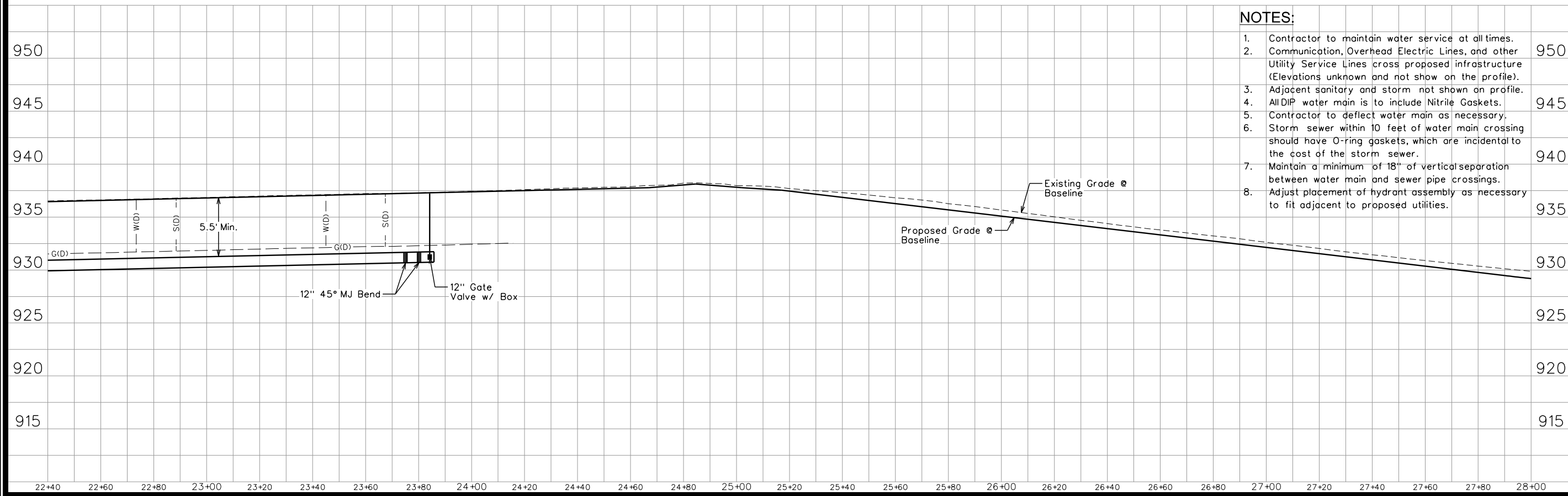
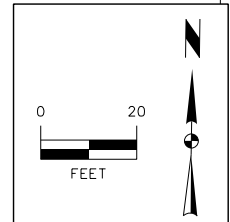
12TH STREET RECONSTRUCTION
WATER MAIN
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
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Project No: 246
 Sheet MWM.1

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NOTE: All Fittings shall be restrained.



NOTES:

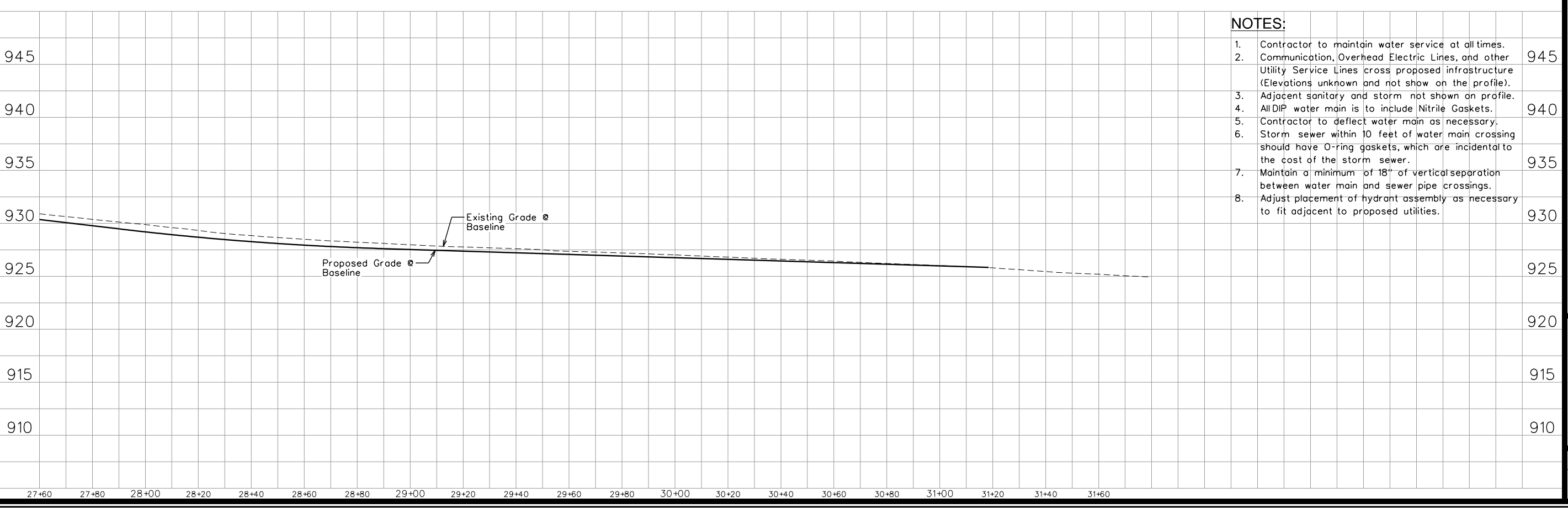
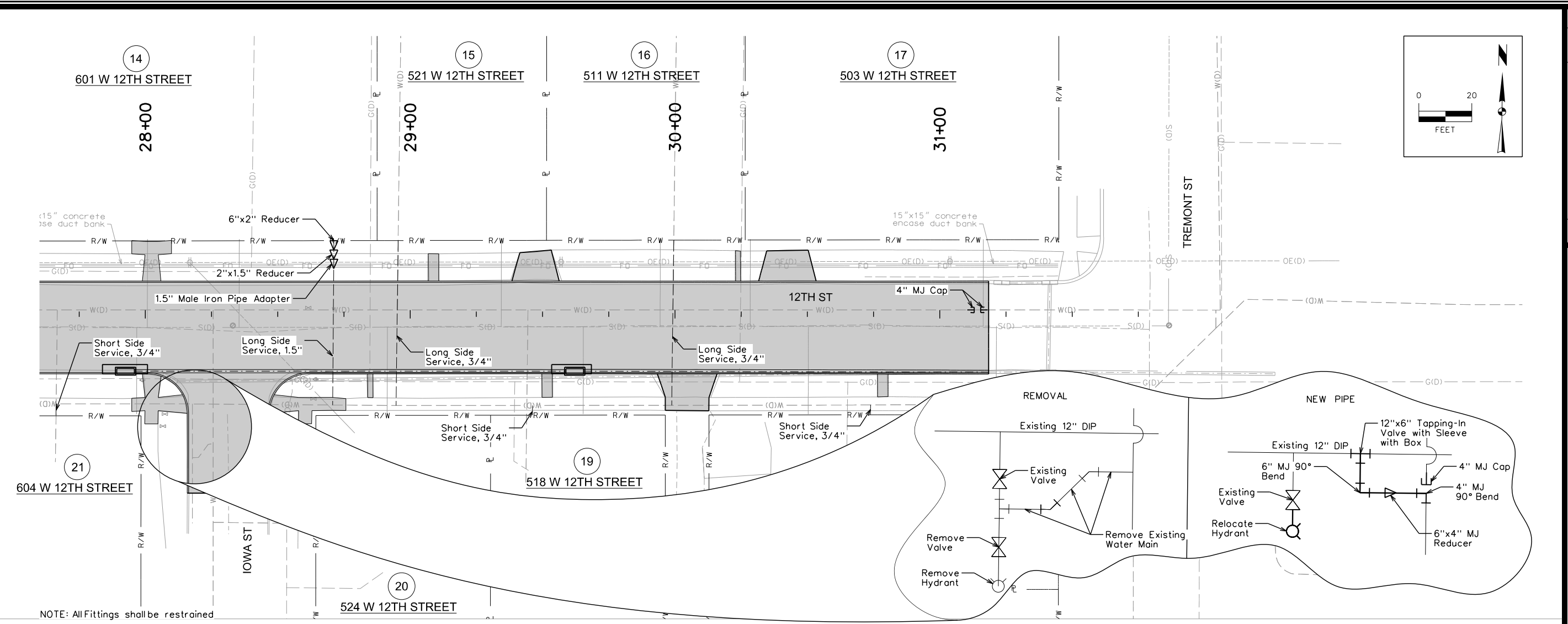
1. Contractor to maintain water service at all times.
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Item 21.	Scale	Field
REVISION	Checked By: PDS	Date: 01/28/20
MARK	Engineer: JPS	Technician: JPS
FINAL PLANS	Project No: 118174	Sheet MWM.2

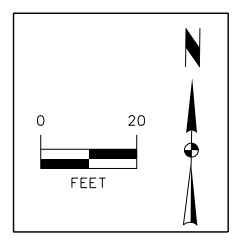
12TH STREET RECONSTRUCTION
WATER MAIN
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
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 Project No: **247**
 Sheet **MWM.2**

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- NOTES:**
- Contractor to maintain water service at all times.
 - Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not show on the profile).
 - Adjacent sanitary and storm not shown on profile.
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Item 21.		Sheet MWM.3
FINAL PLANS	REVISION	Scale
MARK	Engineer: TDW	Checked By: PDS
Technician: JPS	Date: 01/28/20	Field
Project No: 118174		

12TH STREET RECONSTRUCTION
WATER MAIN

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

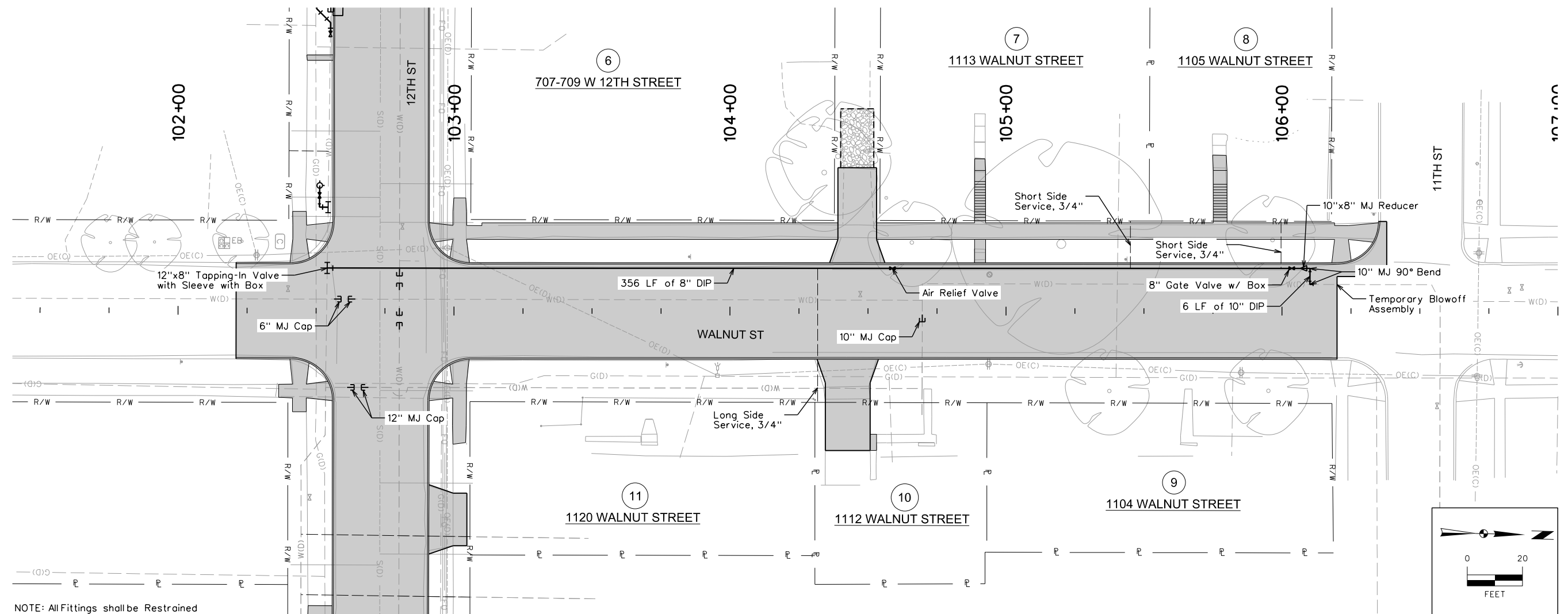
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 Sheet MWM.3

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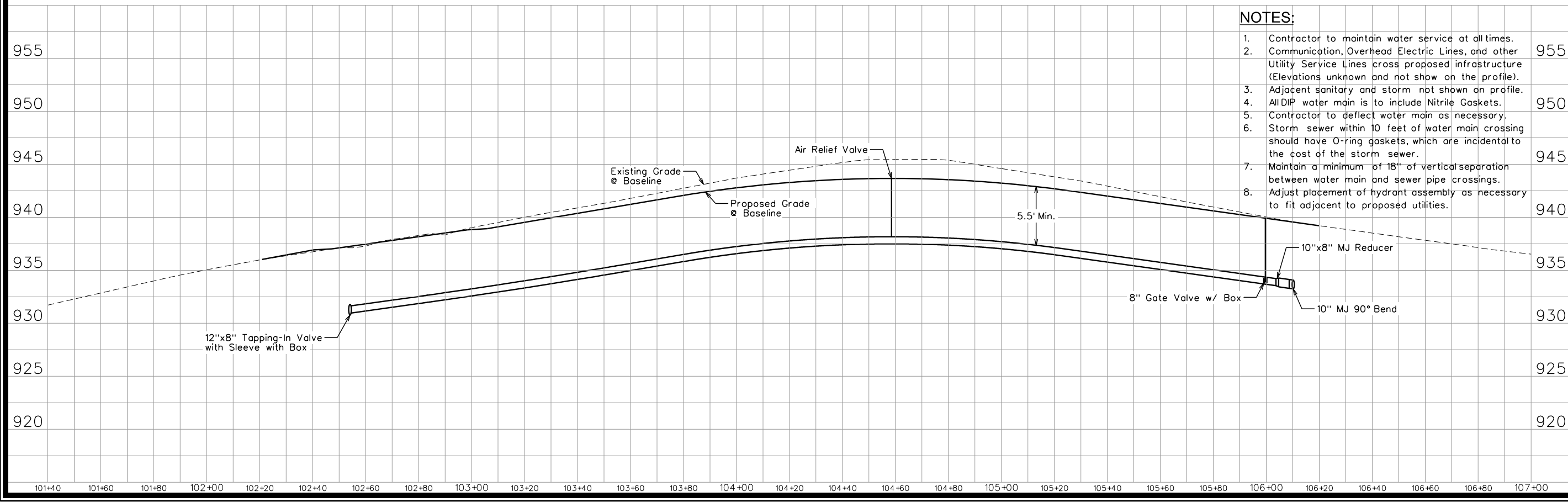
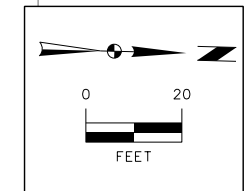
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NOTE: All Fittings shall be Restrained



NOTES:

1. Contractor to maintain water service at all times.
2. Communication, Overhead Electric Lines, and other Utility Service Lines cross proposed infrastructure (Elevations unknown and not show on the profile).
3. Adjacent sanitary and storm not shown on profile.
4. All DIP water main is to include Nitrile Gaskets.
5. Contractor to deflect water main as necessary.
6. Storm sewer within 10 feet of water main crossing should have O-ring gaskets, which are incidental to the cost of the storm sewer.
7. Maintain a minimum of 18" of vertical separation between water main and sewer pipe crossings.
8. Adjust placement of hydrant assembly as necessary to fit adjacent to proposed utilities.

FINAL PLANS	REVISION	Scale	Field	Sheet
MARK	Checked By: PDS	01/28/20		MWM.4
Engineer: TDW	Date: 01/28/20			
Technician: JPS	Date: 11/17/14			
Project No: 1181174				

12TH STREET RECONSTRUCTION

WATER MAIN

SNYDER & ASSOCIATES, INC.

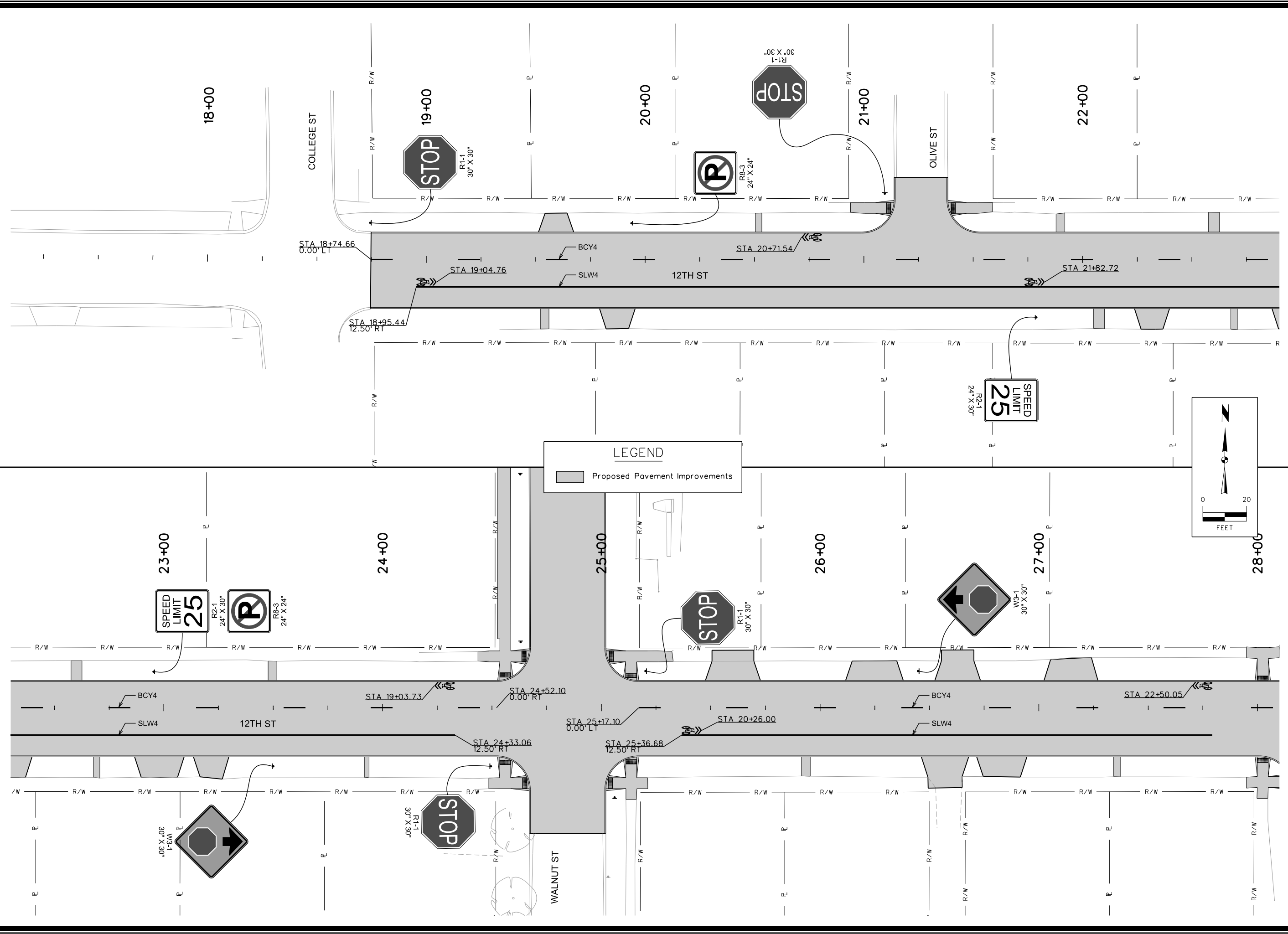
CEDAR FALLS, IOWA

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SNYDER & ASSOCIATES

Project No: 249

Sheet MWM.4



FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174	Sheet No: N.1		

Item 21.

CEDAR FALLS, IOWA

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12TH STREET RECONSTRUCTION

PAVEMENT MARKINGS & PERMANENT SIGNAGE

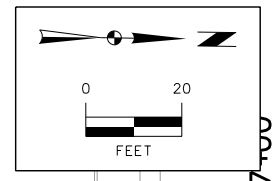
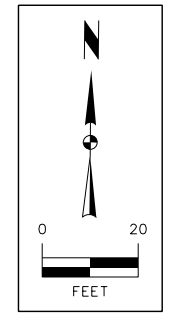
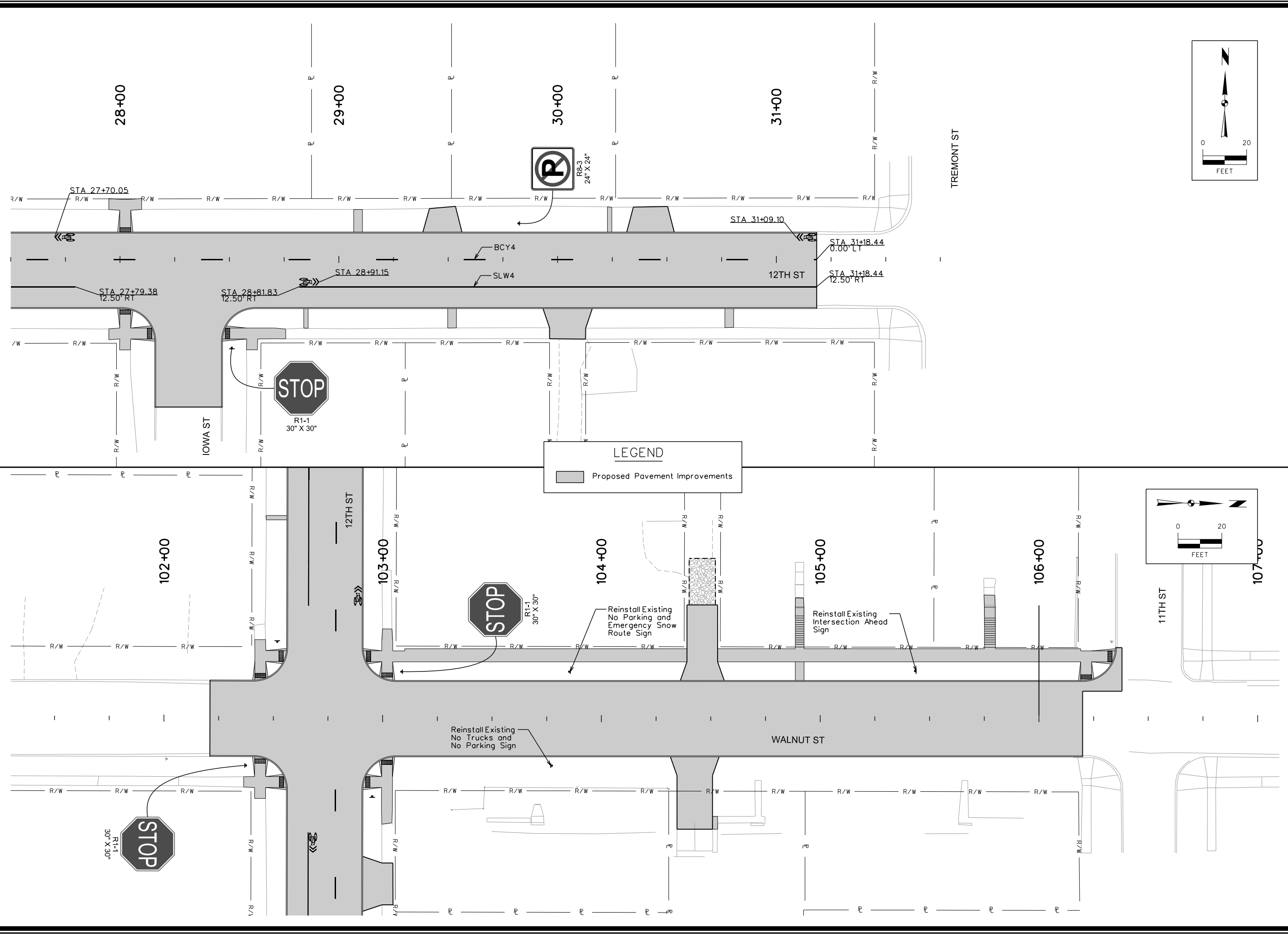
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SNYDER & ASSOCIATES

Project No: **250**

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LEGEND

Proposed Pavement Improvements

FINAL PLANS	REVISION	MARK	Engineer: TDW	Checked By: PDS	Date: 01/28/20	Field	Scale	Sheet
			Technician: JPS					N.2
							Project No:	1181174
							Item	21.

12TH STREET RECONSTRUCTION

PAVEMENT MARKINGS & PERMANENT SIGNAGE

CEDAR FALLS, IOWA

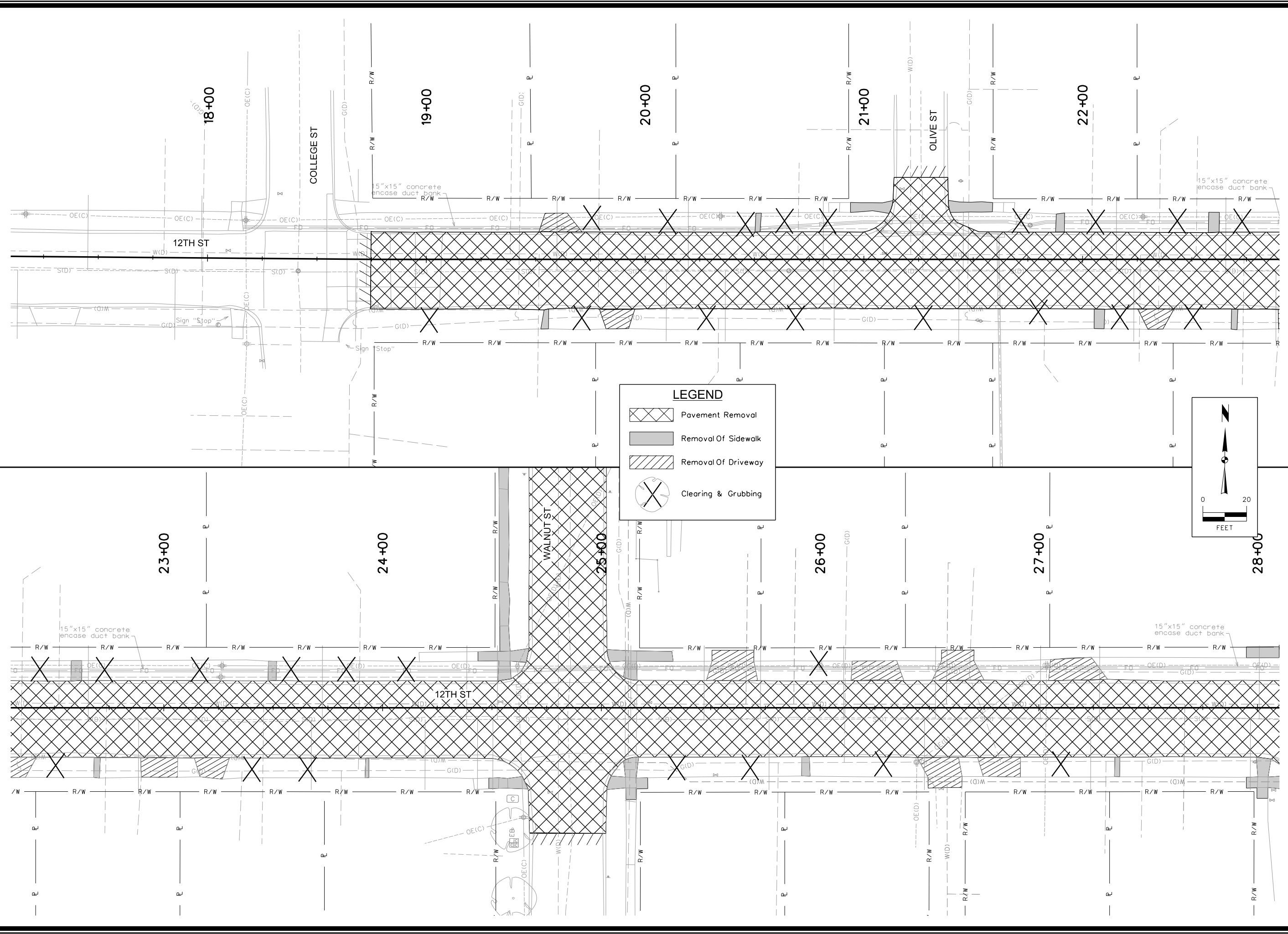
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5005 BOWLING STREET S.W.
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


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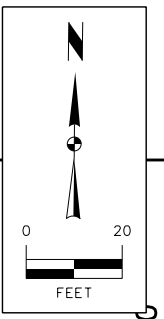
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LEGEND

-  Pavement Removal
-  Removal Of Sidewalk
-  Removal Of Driveway
-  Clearing & Grubbing




FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	Checked By:	JPS	01/28/20	
	Technician:	JPS	Date:	1181174		
	Project No:	1181174				Sheet R.1

12TH STREET RECONSTRUCTION

REMOVALS

SNYDER & ASSOCIATES, INC.

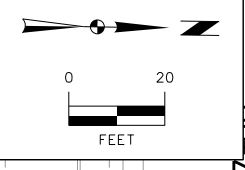
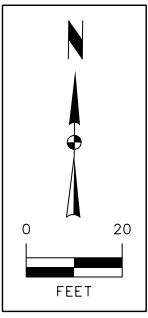
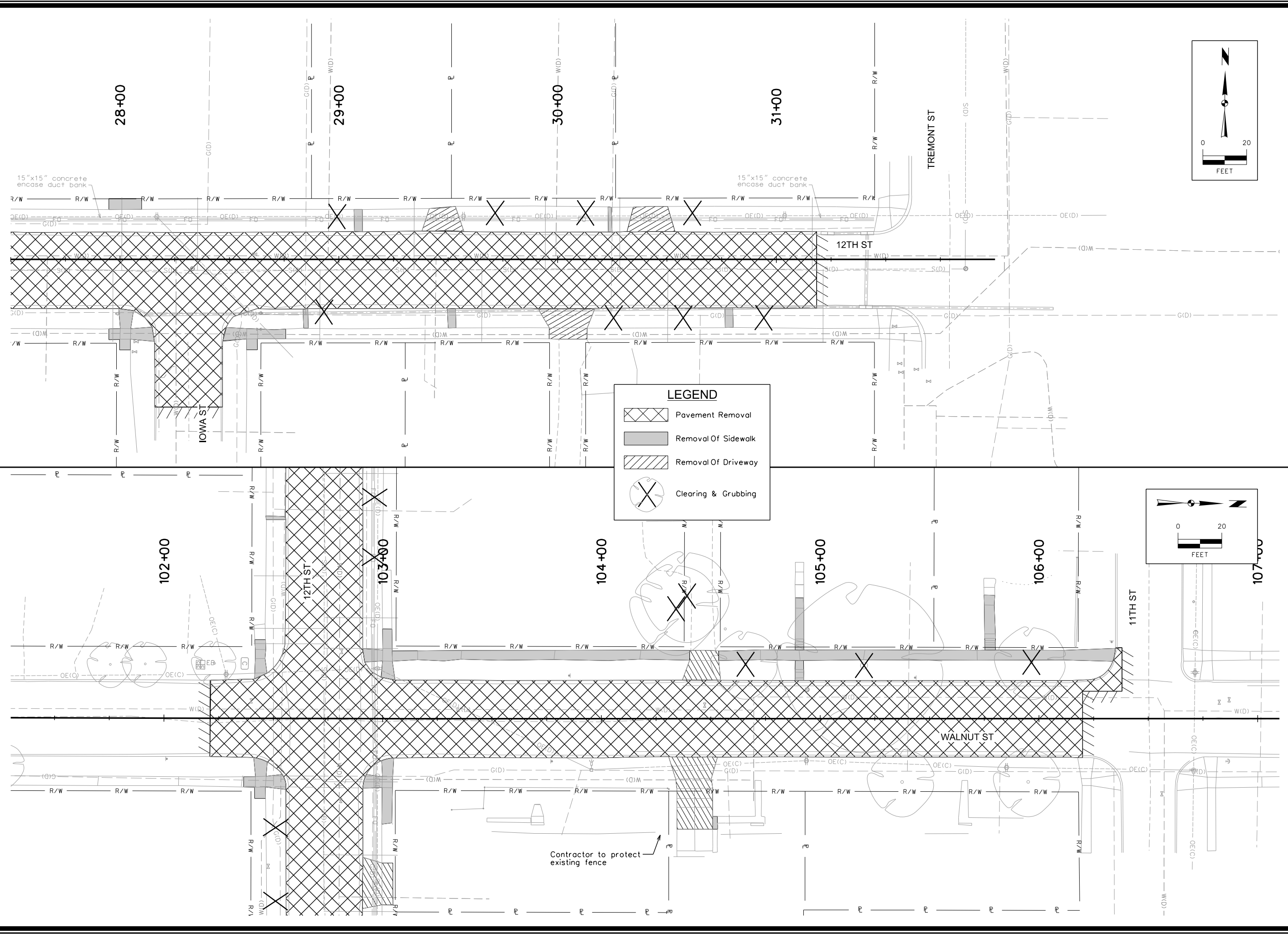
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 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com







Project No: **252**

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LEGEND

-  Pavement Removal
-  Removal Of Sidewalk
-  Removal Of Driveway
-  Clearing & Grubbing

FINAL PLANS	REVISION	MARK	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20	Project No: 1181174	Sheet R.2


12TH STREET RECONSTRUCTION

REMOVALS

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
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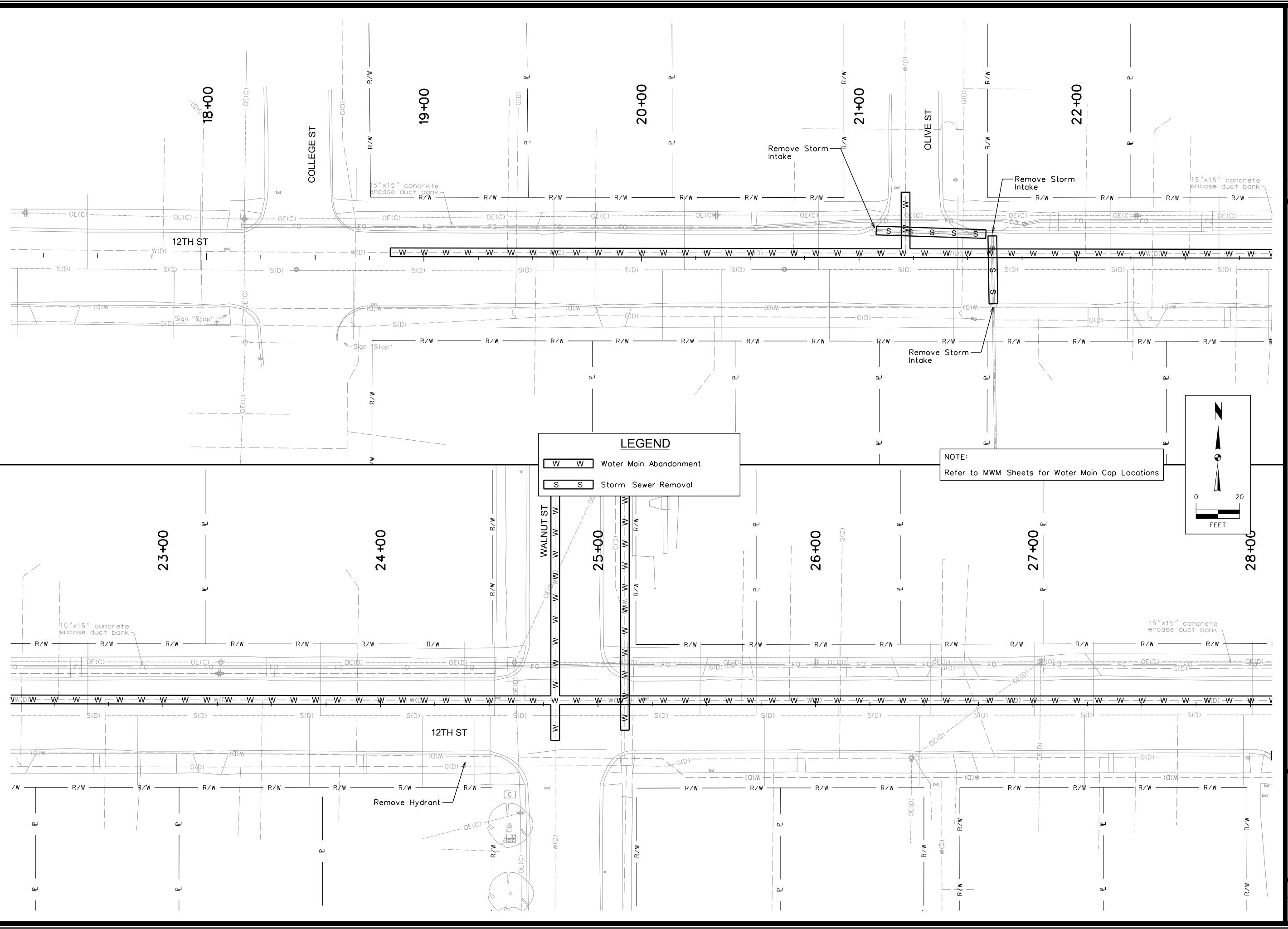
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Project No: **253**

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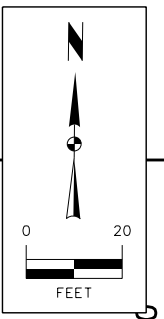


LEGEND

W W Water Main Abandonment

S S Storm Sewer Removal

NOTE:
 Refer to MWM Sheets for Water Main Cap Locations



FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	Date:	01/28/20		
	Technician:	JPS	Project No.:	1181174		
			Sheet	R.3		

12TH STREET RECONSTRUCTION

REMOVALS

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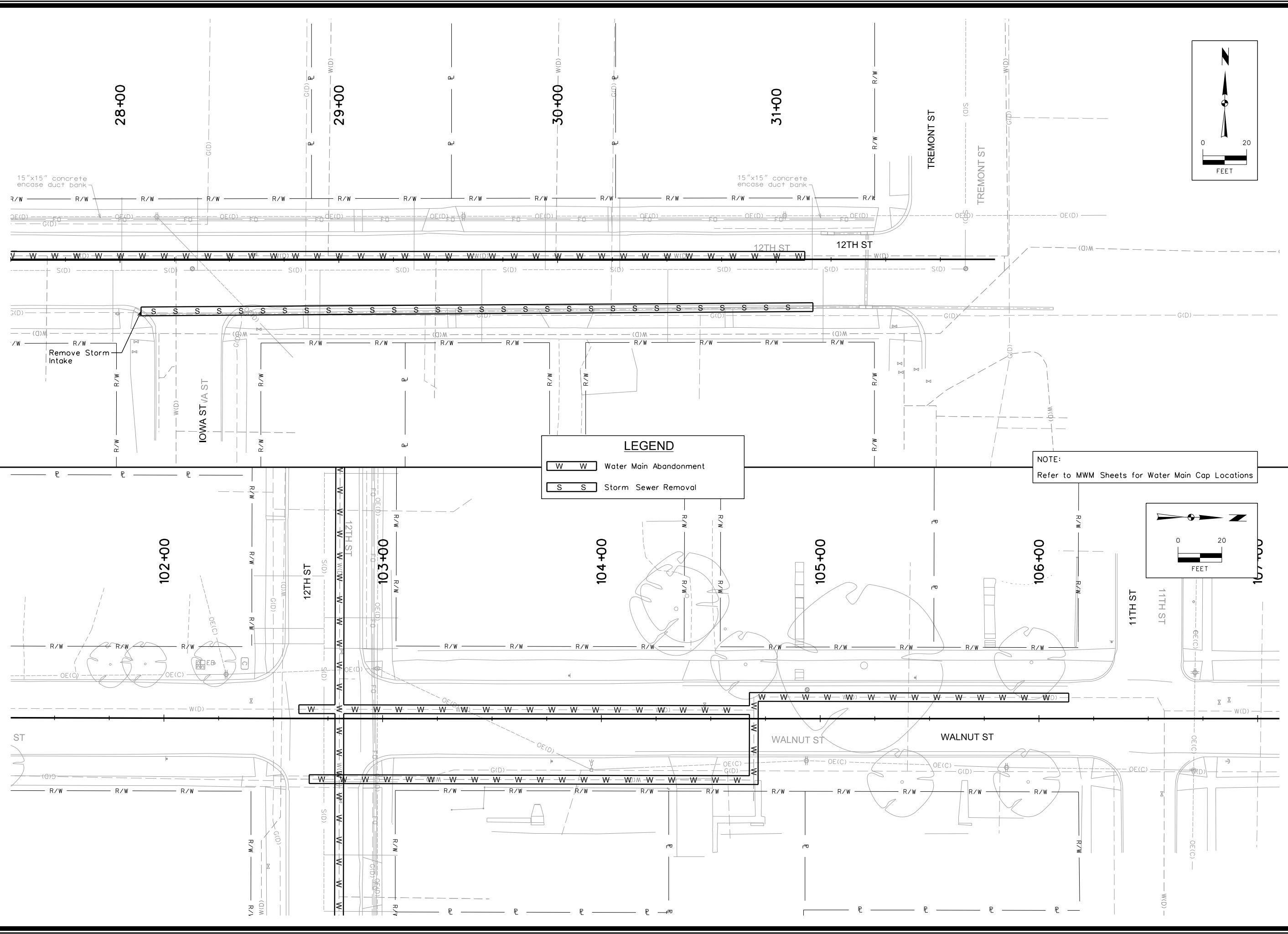
CEAR FALLS, IOWA

5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
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Project No: **254**

Sheet **R.3**

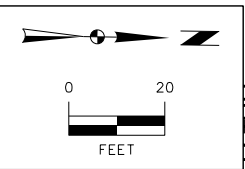
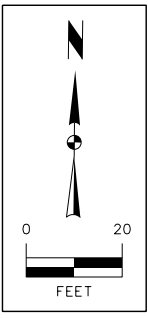
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LEGEND

W W	Water Main Abandonment
S S	Storm Sewer Removal

NOTE:
Refer to MWM Sheets for Water Main Cap Locations



FINAL PLANS	MARK	REVISION	Checked By: PDS	Scale	Field
	Engineer: TDW	Checked By: PDS	Date: 01/28/20		
	Technician: JPS	Date: 01/28/20			
	Project No: 1181174				Sheet R.4

12TH STREET RECONSTRUCTION

REMOVALS

CEDAR FALLS, IOWA

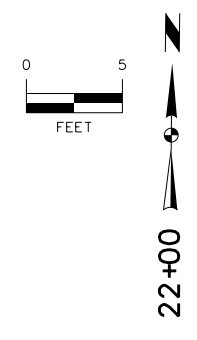
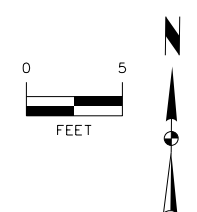
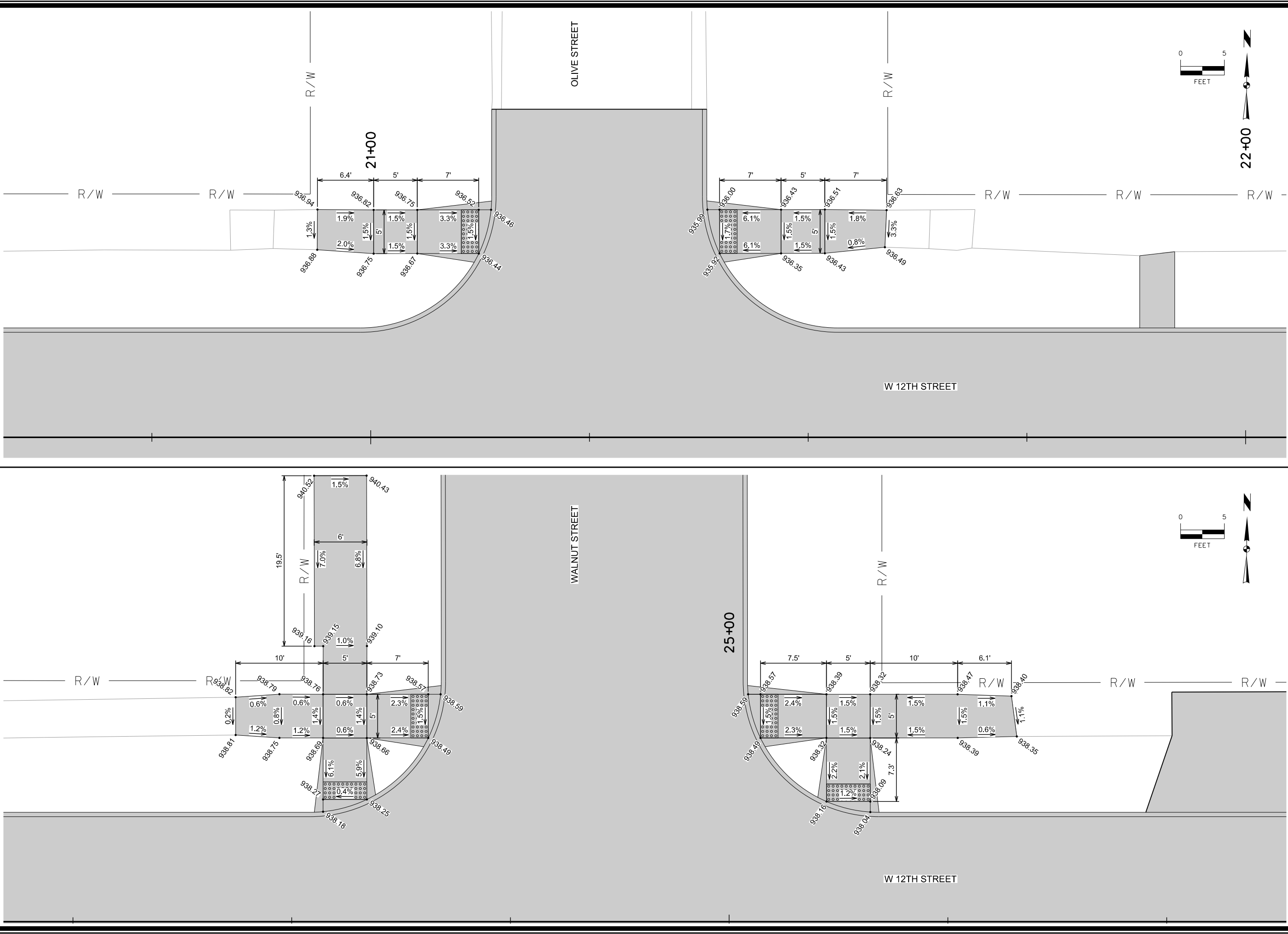
SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
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Project No: **255**

Sheet **R.4**

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12TH STREET RECONSTRUCTION

SIDEWALK SHEETS

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

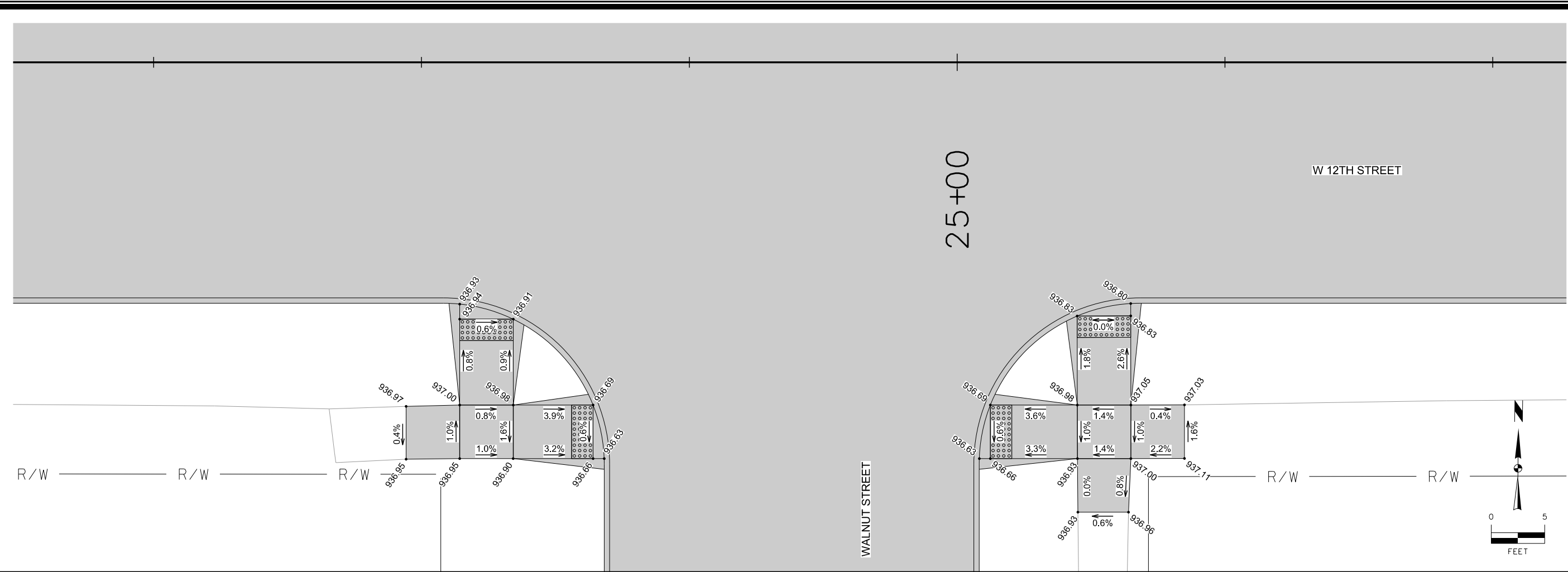
5005 BOWLING STREET S.W.
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Project No: **256**
Sheet **S.1**

FINAL PLANS	REVISION	Scale	Field
MARK	Checked By: PDS		
Engineer: TDW	Date: 01/28/20		
Technician: JPS			
Project No: 1181174	Sheet S.1		

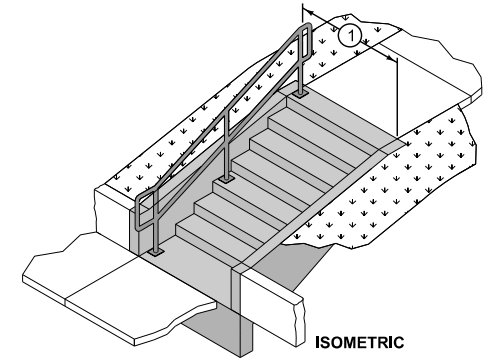
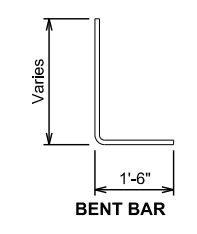
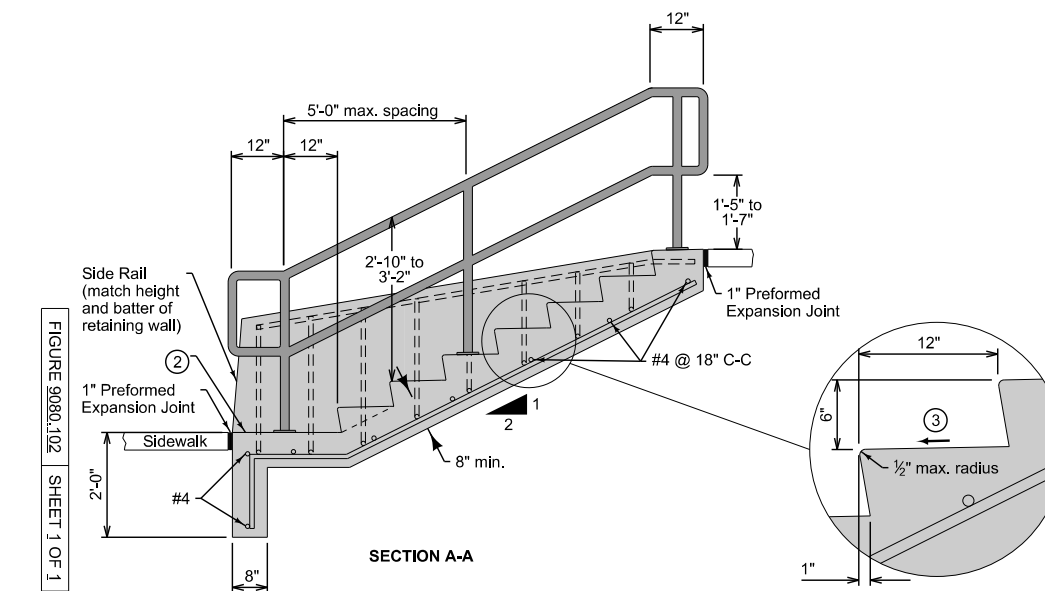
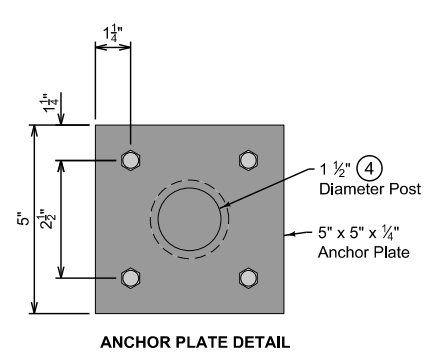
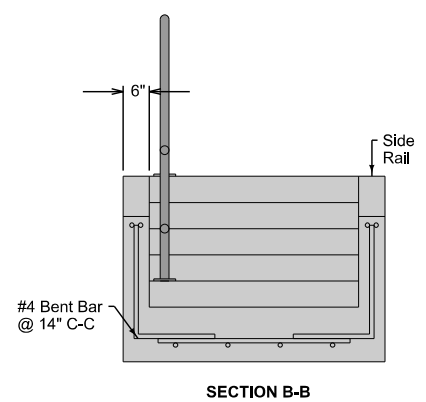
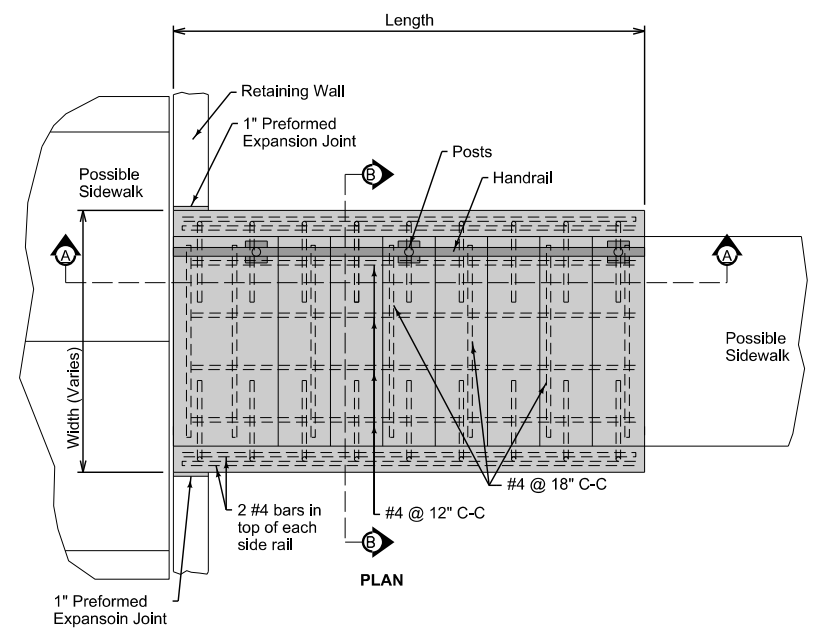
Item 21.



FINAL PLANS	REVISION	Scale	Field
Engineer: TDW	Checked By: PDS	Date: 01/28/20	
Technician: JPS			
Project No: 1181174	Sheet S.2		

12TH STREET RECONSTRUCTION
SIDEWALK SHEETS
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
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Project No: **257**
 Sheet **S.2**



- Provide a minimum of 2 inches of cover for all reinforcing.
- Ensure all risers are an equal height and all treads are an equal depth within a flight of stairs.
- 1 Match existing sidewalk width.
 - 2 Construct cross slope of landing to match adjacent sidewalk.
 - 3 Slope tread 1% minimum to 2% maximum in any direction.
 - 4 Weld post to anchor plate with 1/4 inch weld. Grind weld to provide smooth surface, free of burrs.

ALUMINUM RAILING POWDER COATING DETAILS:

The railing panels, top rails, splice sleeves, posts and base plates shall be prepared for powder coating in accordance with ASTM D 6386, and then powder coated by an approved powder coating shop meeting the requirements listed in Iowa DOT Materials IM 566. Preparation for powder coating shall include zinc phosphate pretreatment and preheating of railing components. Preheating temperature shall not exceed 400°F. Powder coating materials shall be compatible with the galvanized coating. Powder coating shall include the use of degassing grade polyester powder and an anti-blistering agent. Minimum coating coverage at railing component corners shall be 3 mils when measured in accordance with ASTM D 2967. Submit proposed preparation methods and product data for all coatings proposed for use to the Engineer, for review and approval prior to powder coating. Color shall match federal standard 595c color number 27038 (black). Submit coated color sample to the Engineer, for review and approval prior to powder coating. Protect all powder coated railing surfaces from damage during shipping, handling, and installation. Following railing installation, repair any damage to the powder coated finish in accordance with the coating manufacturer's recommendations. Submit the powder coating manufacturer's written field repair and recoating procedures to the Engineer prior to touch-up operations.

Following completion of coating touch-up, the finished surface shall be uniform in color, sheen, texture and hiding across each continuous surface area when viewed in natural daylight at normal viewing angles and from distances not less than 39 inches from surface. Railing components deemed unacceptable by the engineer shall be removed and returned to an approved powder coating shop, and shall be completely stripped of powder coating and recoated in accordance with the contract documents at no additional cost to the project.

REVISION	DATE	BY
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SHEET 1 of 1		
TYPE B CONCRETE STEPS WITH HANDRAIL		

FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	JPS	Date:	01/28/20	
	Technician:					
	Project No:	1181174				Sheet U.1

12TH STREET RECONSTRUCTION

RETAINING WALL DETAILS

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

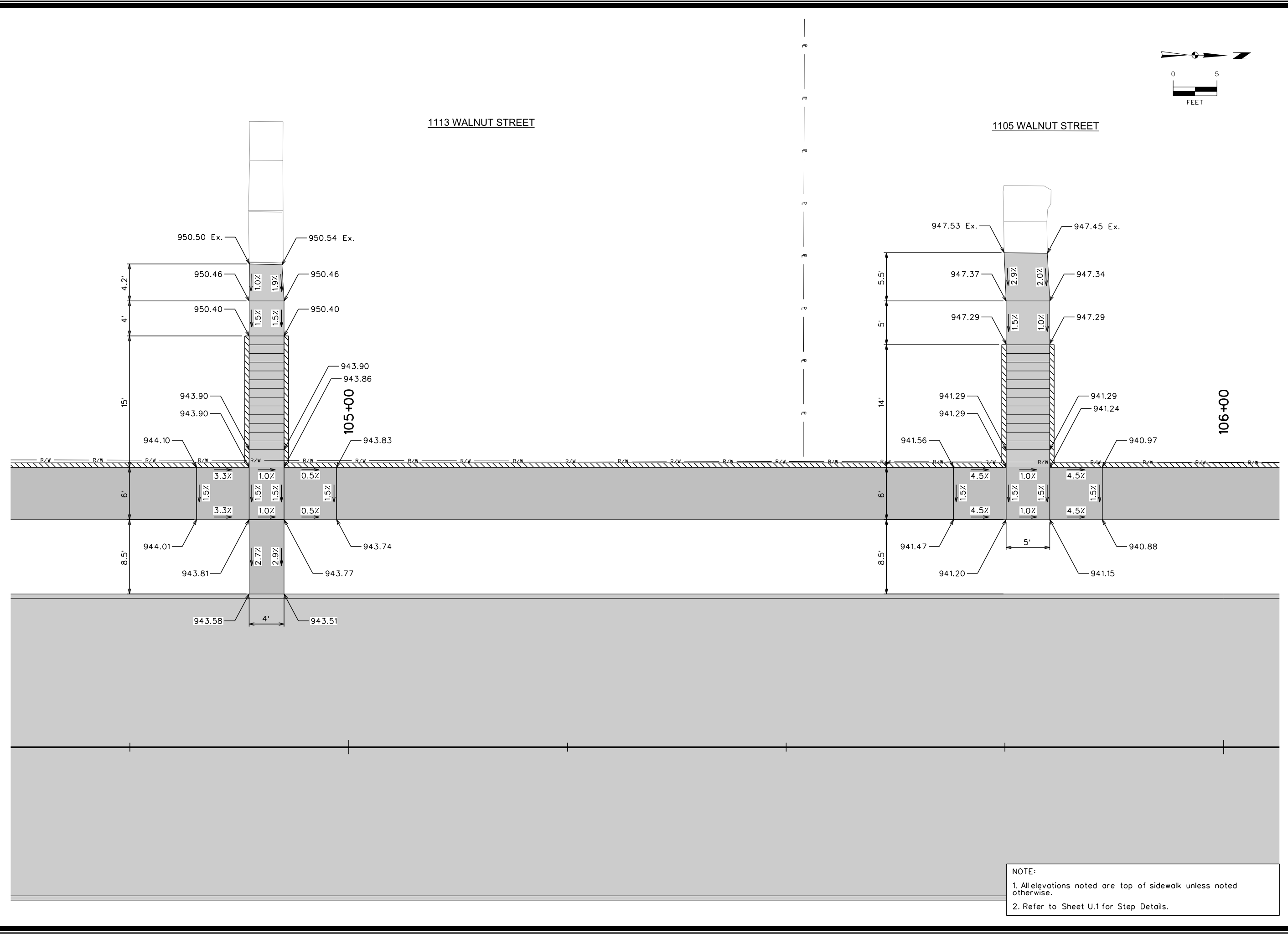
5005 BOWLING STREET S.W.
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SNYDER & ASSOCIATES

Project No: **260**

Sheet **U.1**

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FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	Date:	01/28/20		
	Technician:	JPS				
Project No:			1181174			
Sheet			U.2			

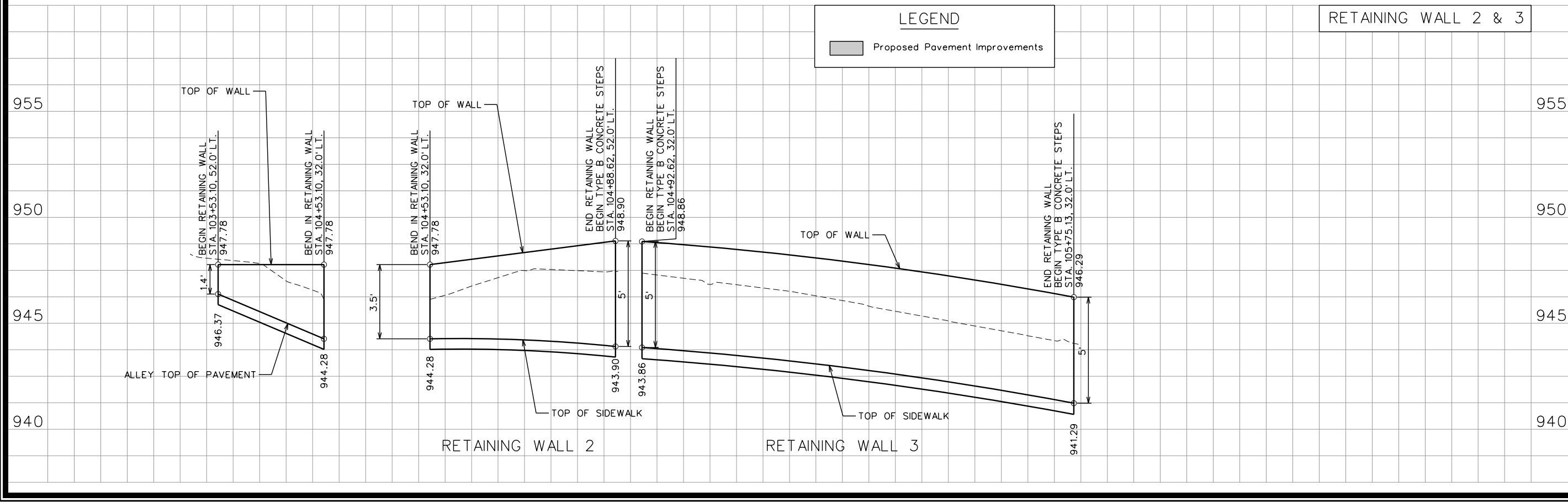
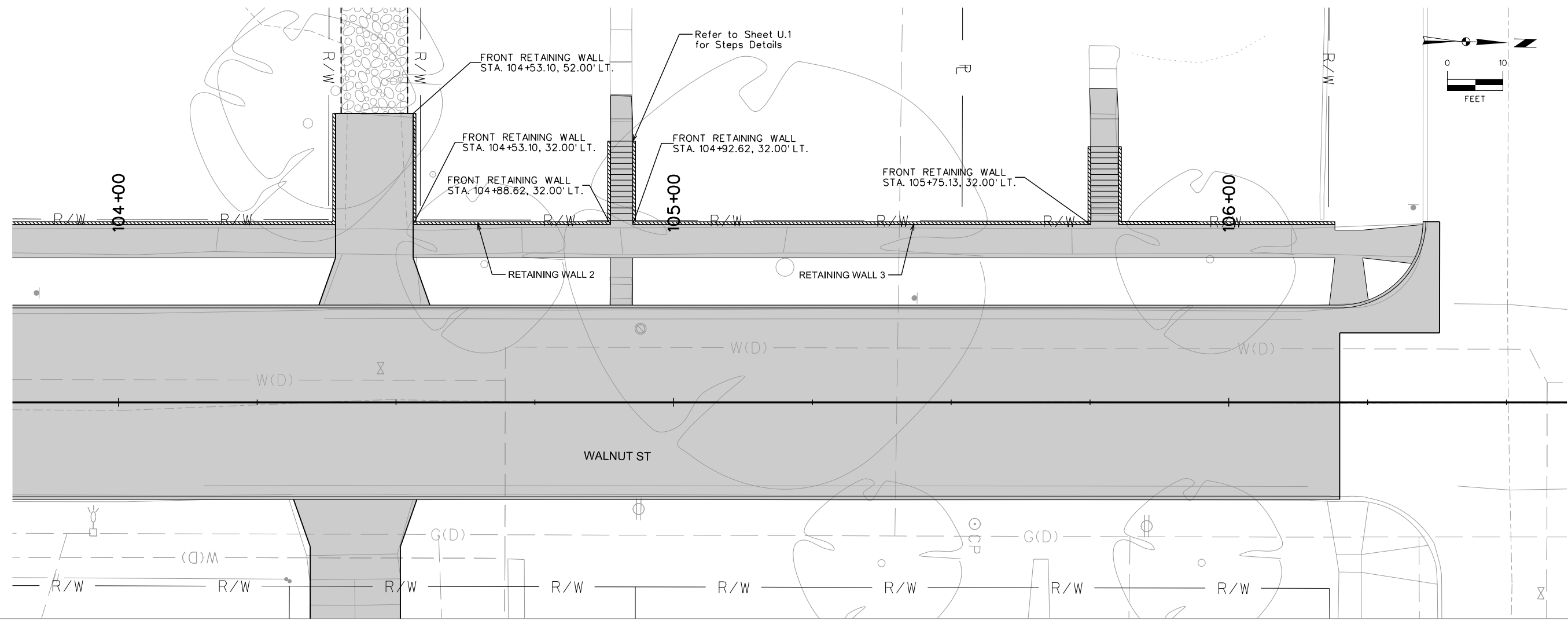
12TH STREET RECONSTRUCTION
RETAINING WALL DETAILS
 CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

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Project No: **261**

Sheet **U.2**

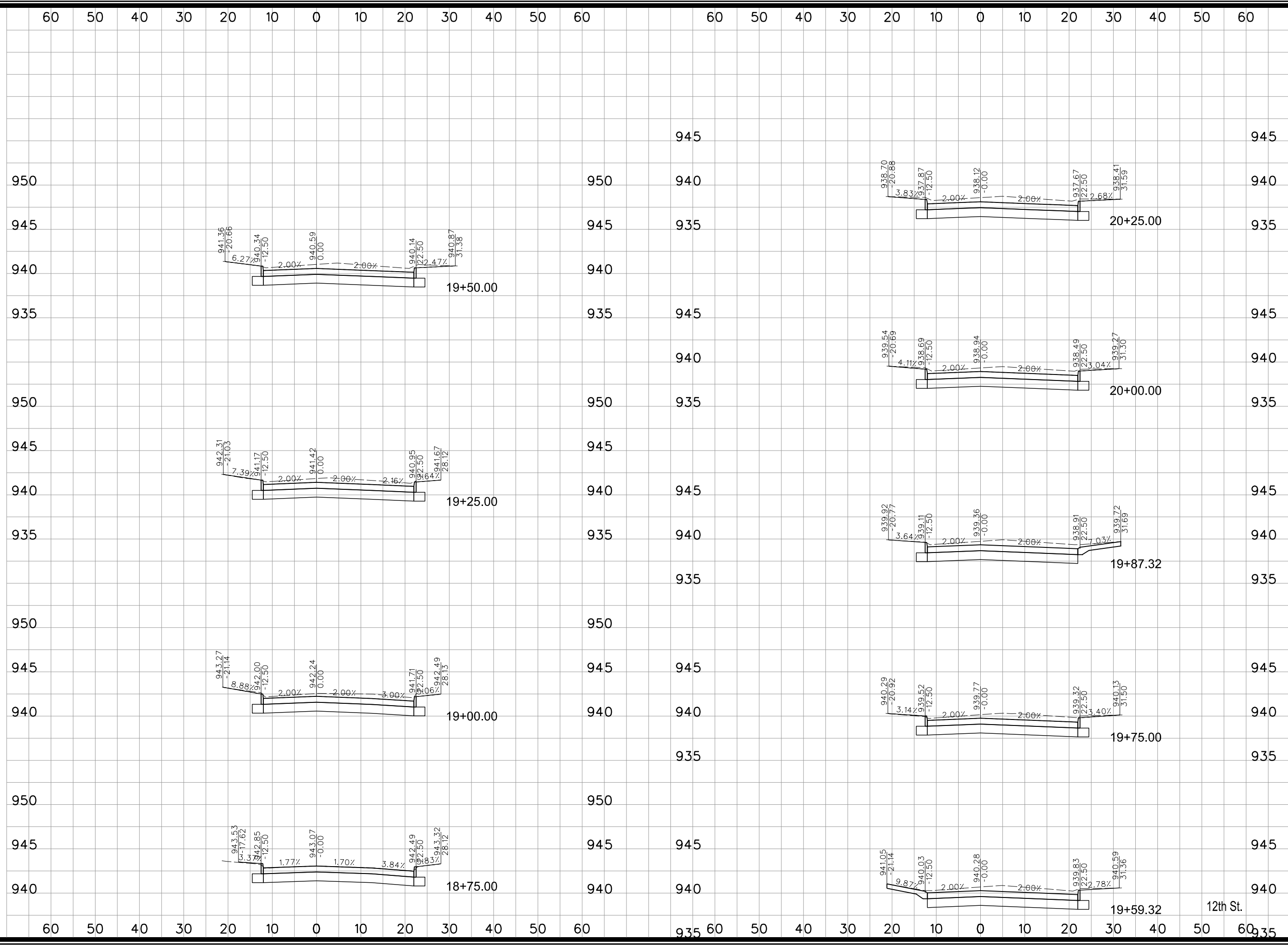
NOTE:
 1. All elevations noted are top of sidewalk unless noted otherwise.
 2. Refer to Sheet U.1 for Step Details.



FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field
	Engineer:	TDW	JPS	Date:	01/28/20	
	Technician:					
	Project No:	1181174				Sheet U.4

12TH STREET RECONSTRUCTION
RETAINING WALL DETAILS
SNYDER & ASSOCIATES, INC.
 CEDAR FALLS, IOWA
 5005 BOWLING STREET S.W.
 CEDAR RAPIDS, IA 52404
 319-362-9394 | www.snyder-associates.com

Project No: **263**
 Sheet **U.4**

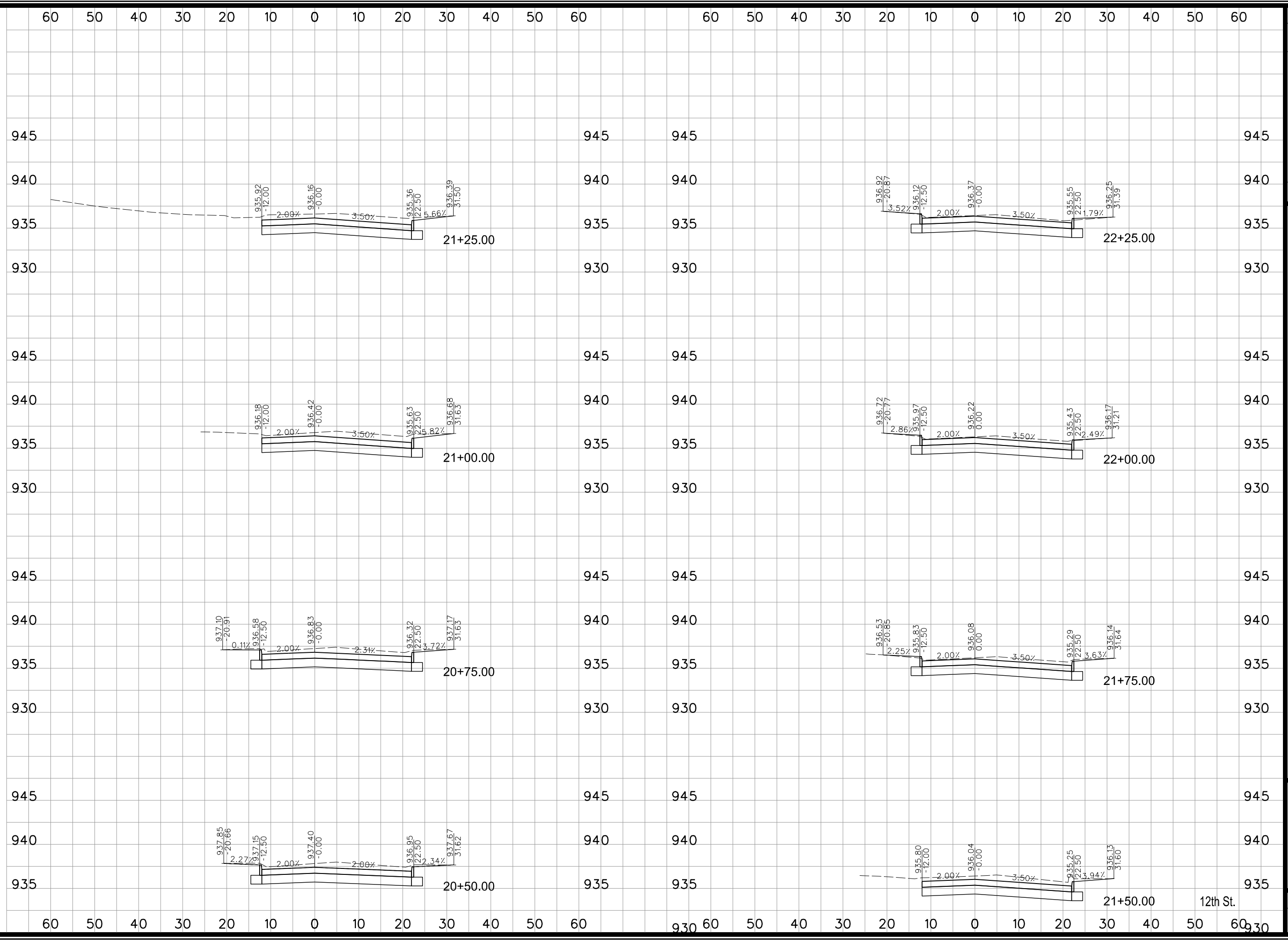


FINAL PLANS	MARK	REVISION	BY
Engineer: JPS	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174			Sheet W.1

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES
5005 BOWLING STREET S.W.
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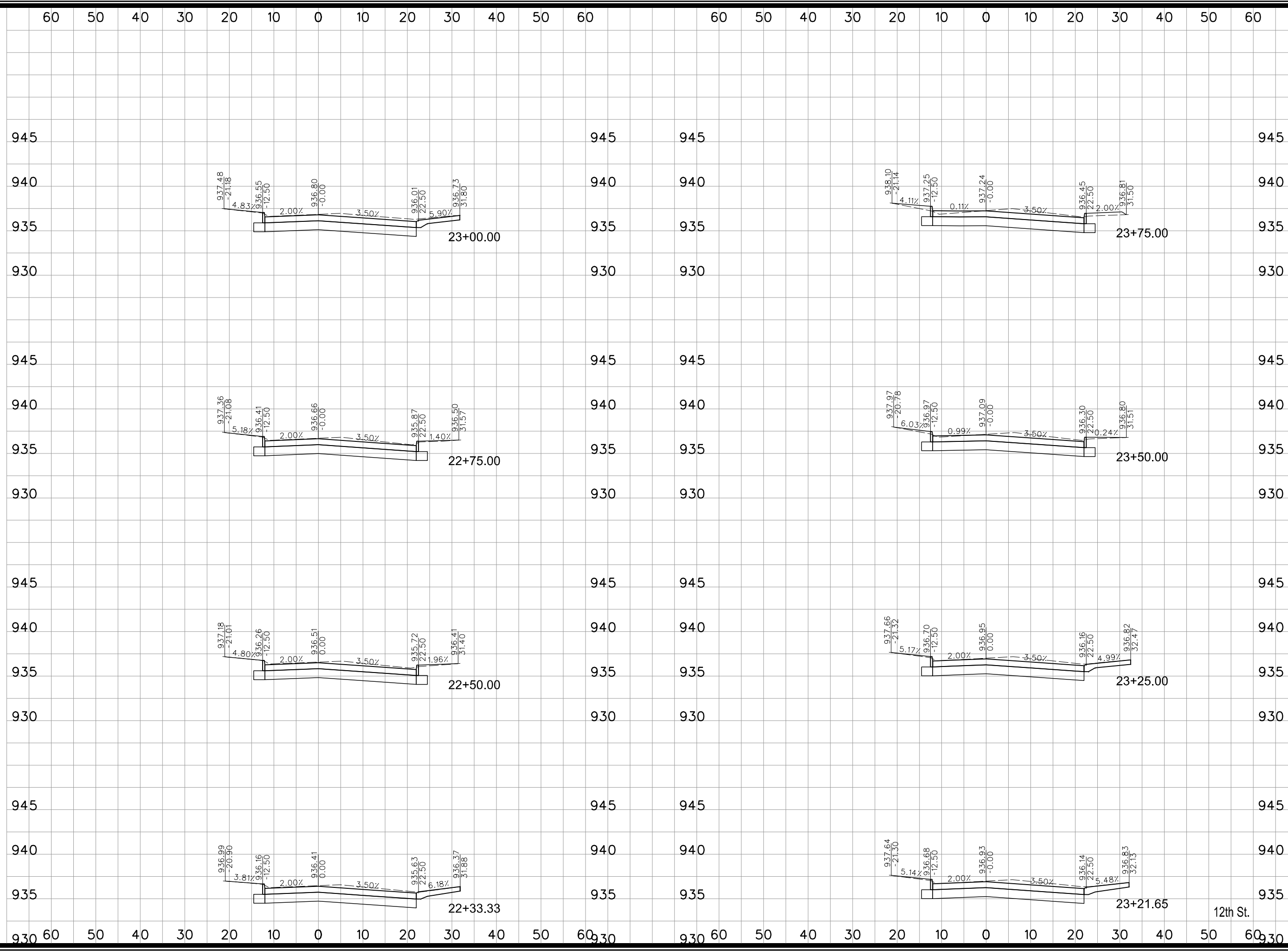
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Sheet **W.1**



FINAL PLANS	MARK	REVISION	Scale	Field
Engineer: TDW	Checked By: PDS	Date: 01/28/20		
Technician: JPS				
Project No: 1181174				Sheet W.2

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
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Project No: 266
Sheet W.2



FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	
Technician: JPS	Date: 01/28/20	Field:	
Project No: 1181174			Sheet W.3

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
SNYDER & ASSOCIATES, INC.
CEDAR FALLS, IOWA
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

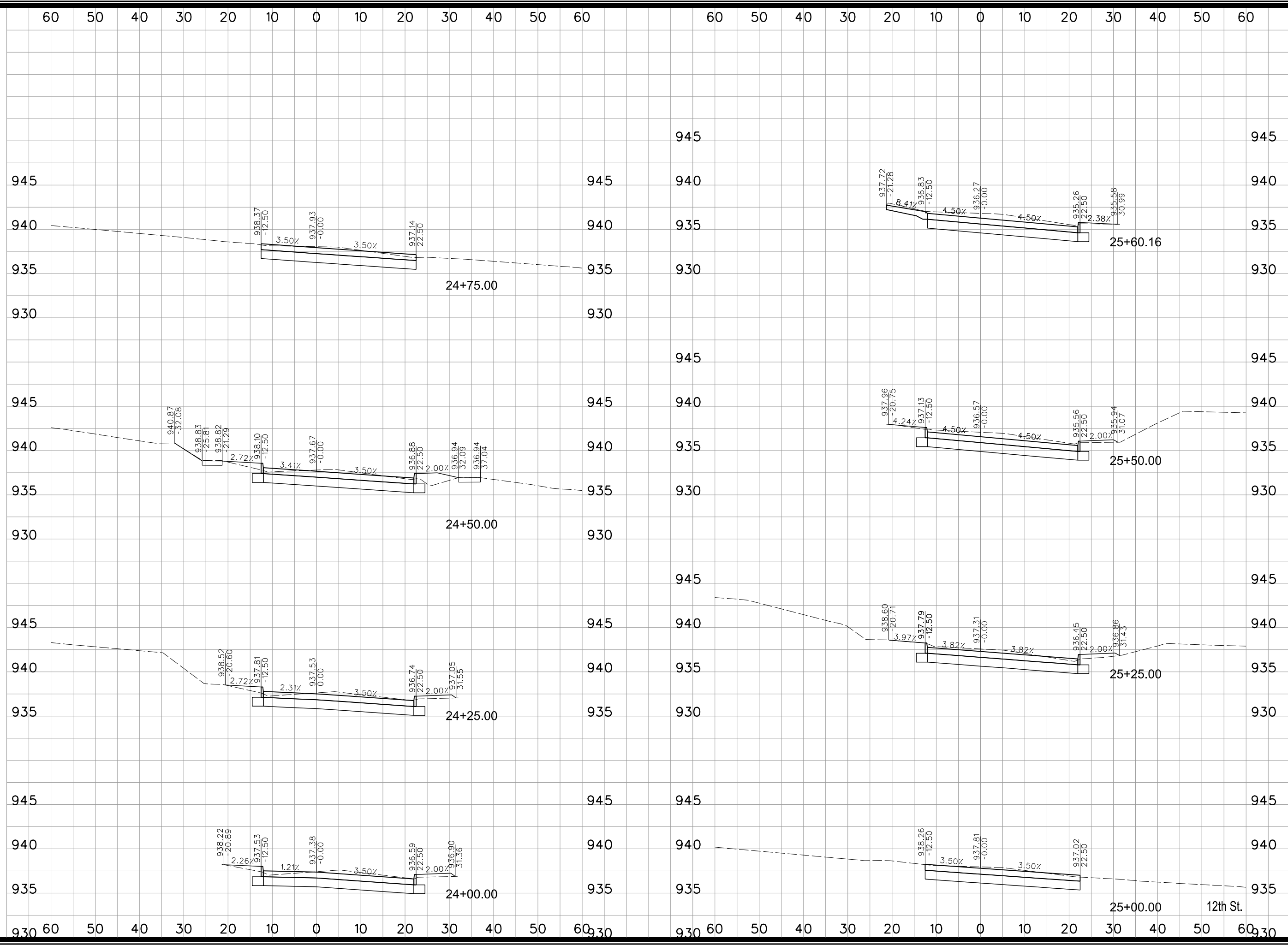
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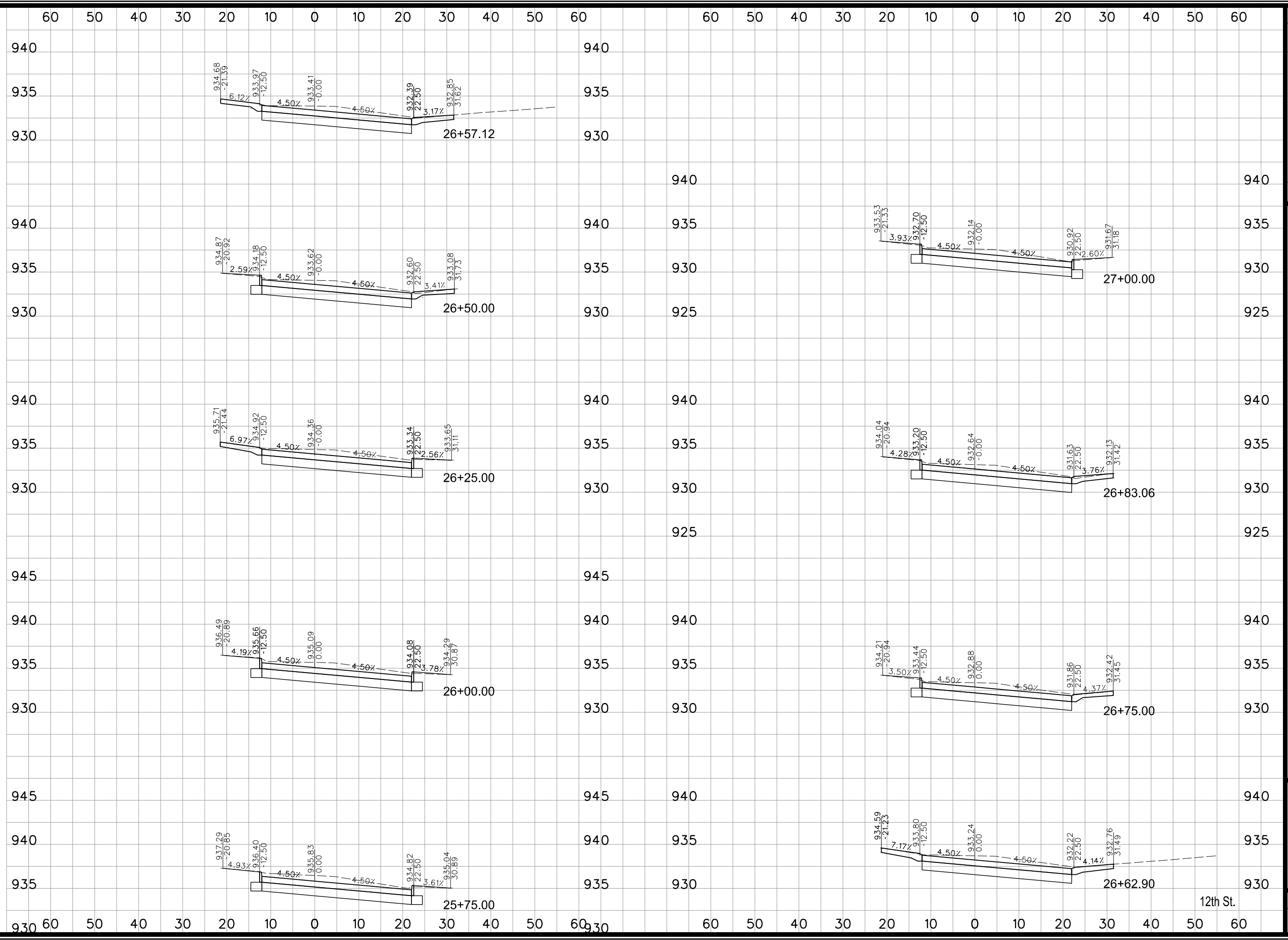
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FINAL PLANS	MARK	REVISION	Scale	Field
TDW	Engineer: TDW	Checked By: PDS	PDS	01/28/20
	Technician: JPS	Date: 01/28/20		
Project No: 1181174				Sheet W.4

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

Project No: 268
Sheet W.4

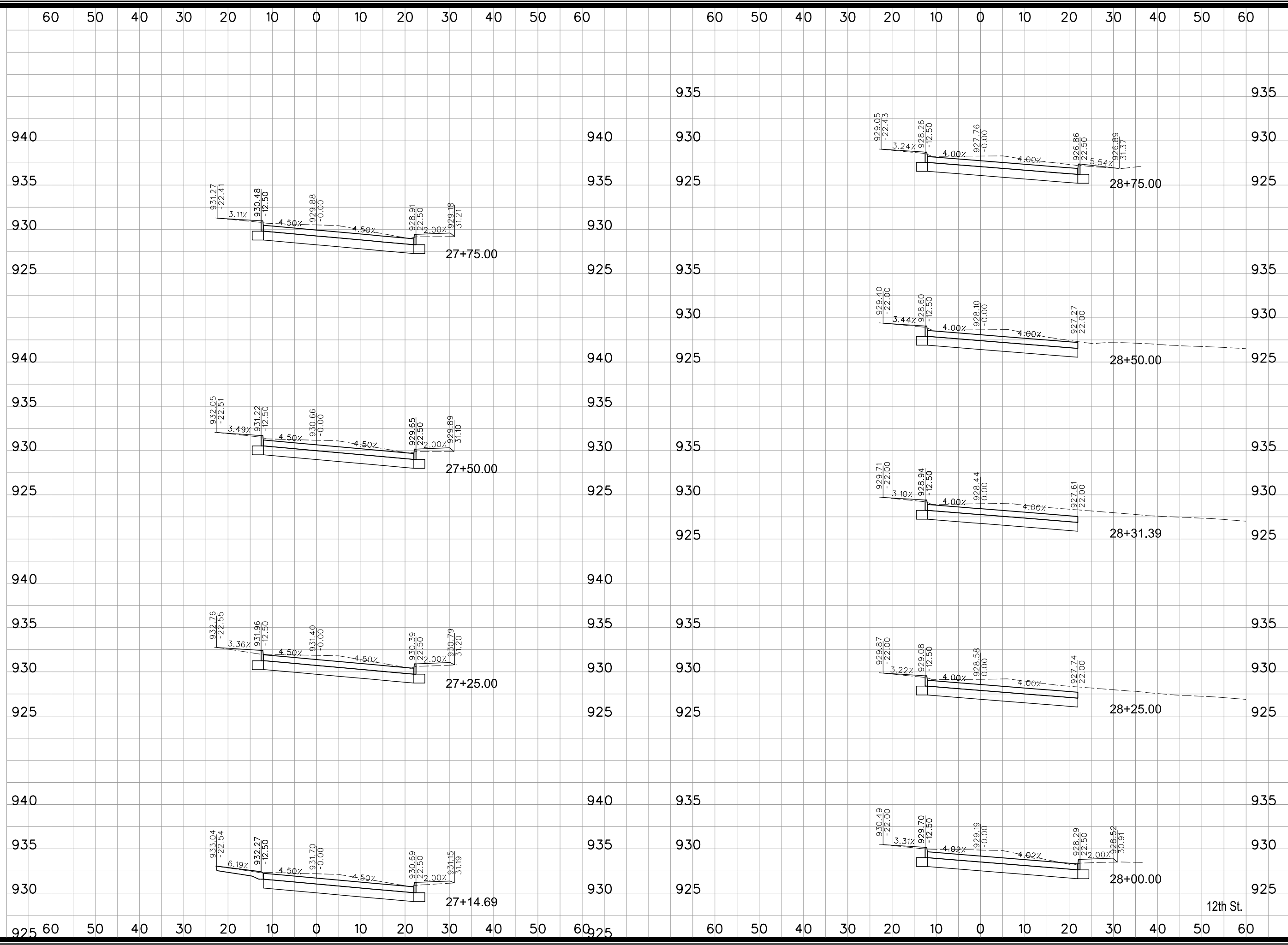


FINAL PLANS	MARK	REVISION	Checked By:	PDS	Scale	Field	
Engineer:	TDW	Checked By:	JPS	Date:	01/28/20		
Technician:	JPS	Date:	11/17/14	Project No:	1181174	Sheet	W.5

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.

Project No: **269**
Sheet **W.5**

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

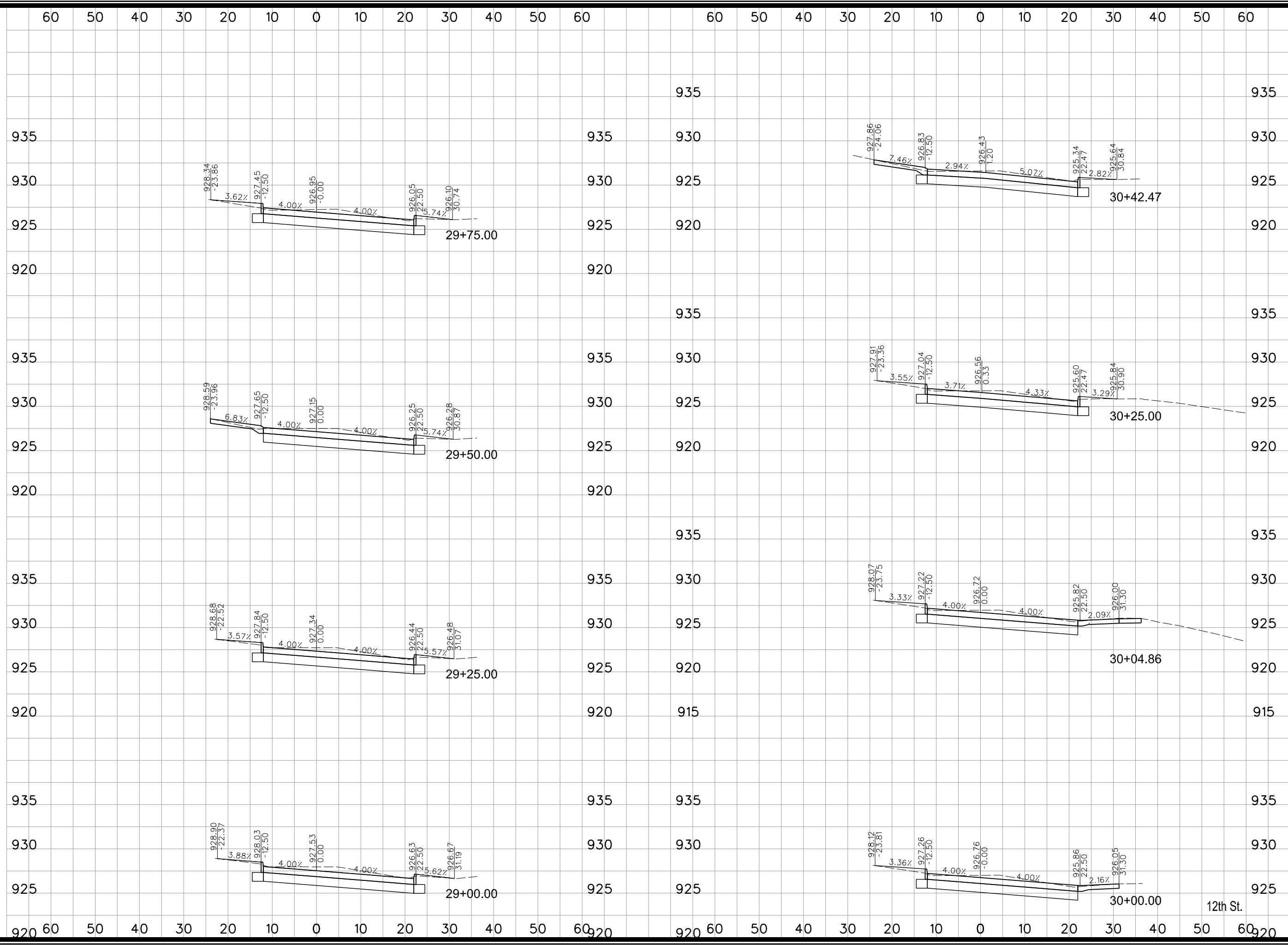


FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174			Sheet W.6

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

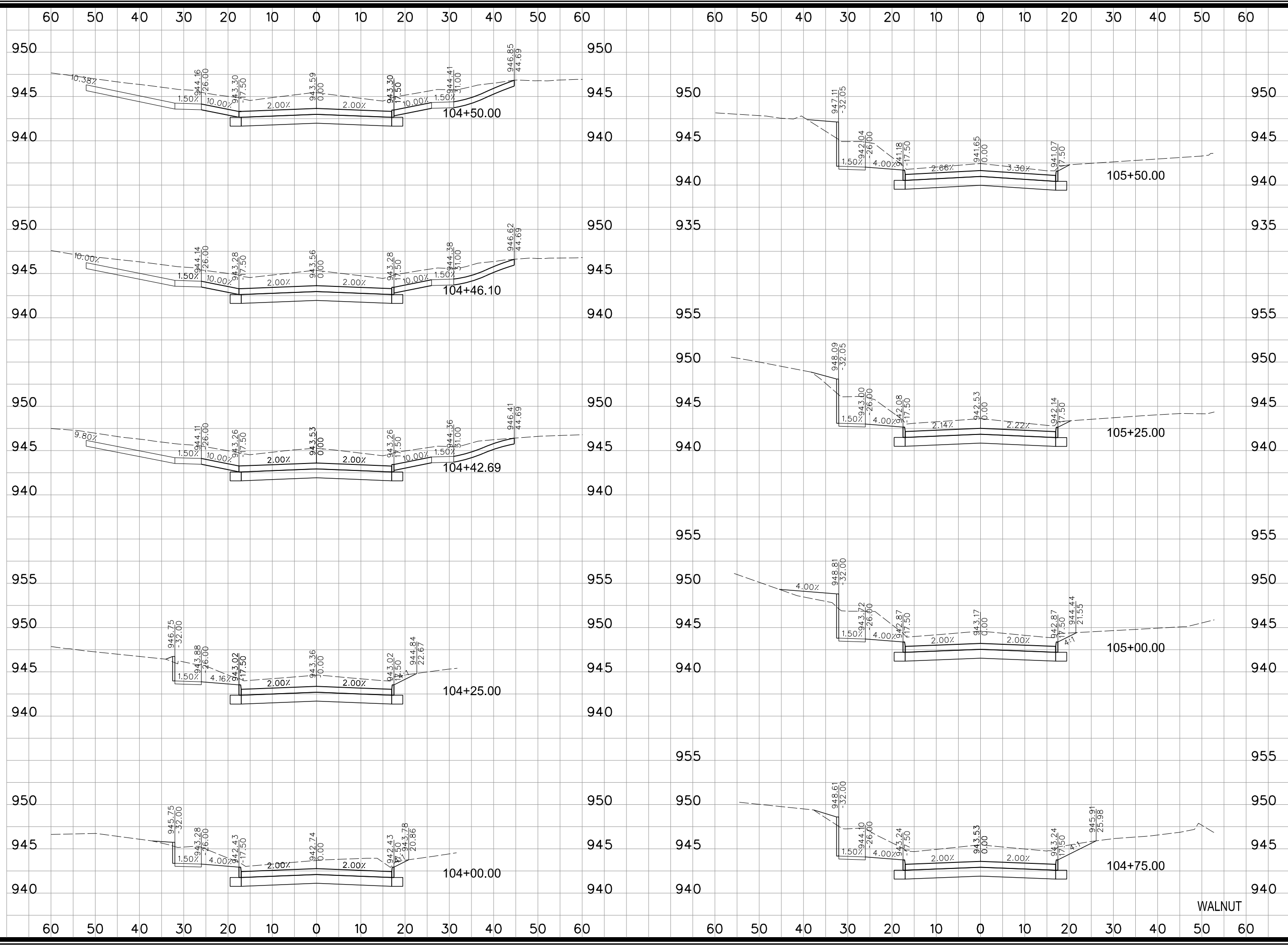
Project No: **270**
Sheet **W.6**



FINAL PLANS	MARK	REVISION	Scale	Field
TDW	Engineer: JPS	Checked By: PDS	01/28/20	
	Technician: JPS	Date: 01/28/20		
	Project No: 1181174			Sheet W.7

12TH STREET RECONSTRUCTION
CROSS SECTIONS - 12TH ST
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

Project No: **271**
Sheet **W.7**

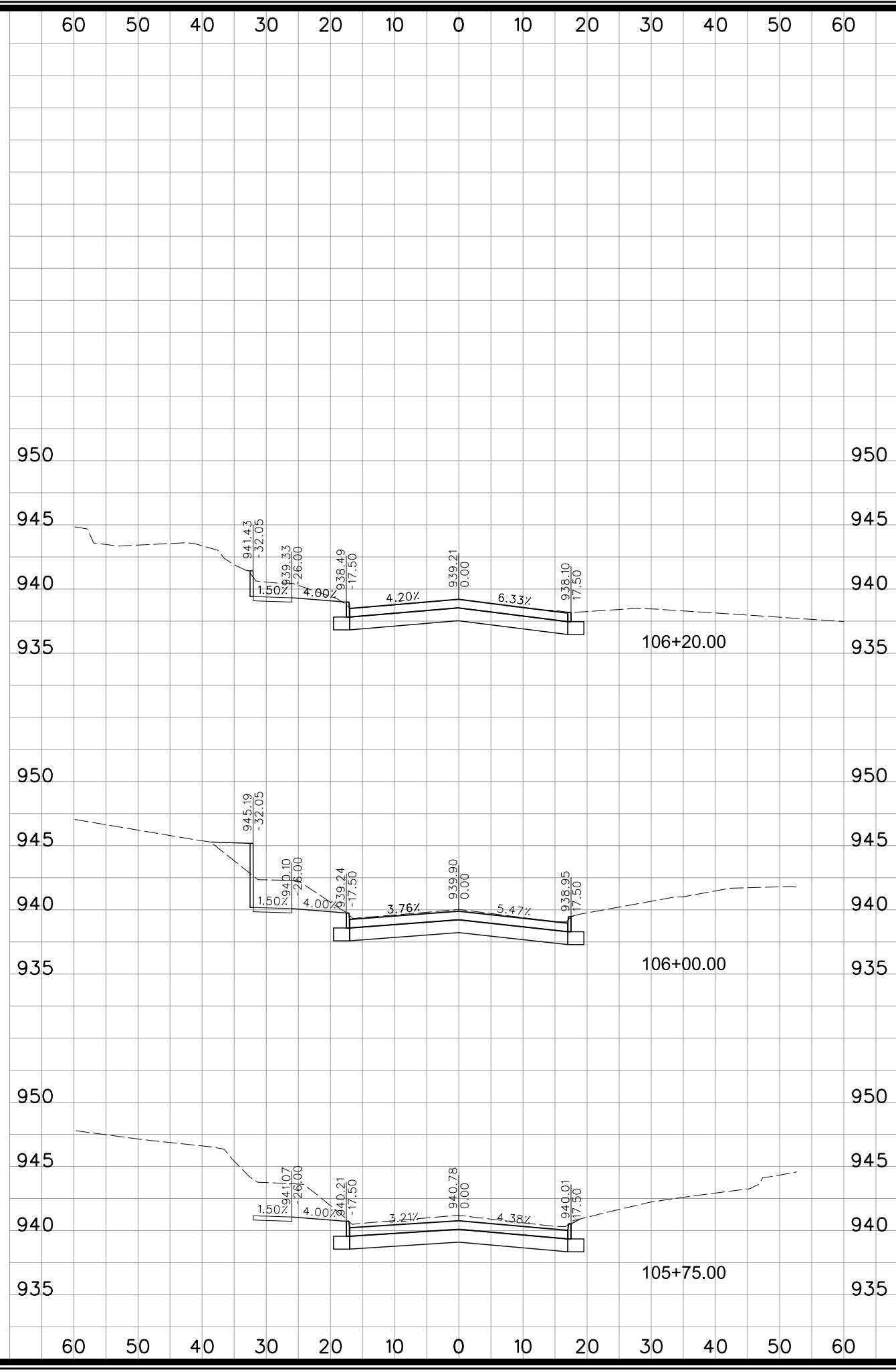


FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field:
Technician: JPS	Date: 01/28/20		
Project No: 1181174			Sheet X.2

12TH STREET RECONSTRUCTION
CROSS SECTIONS - WALNUT ST
SNYDER & ASSOCIATES, INC.

SNYDER & ASSOCIATES
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

Project No: **274**
Sheet **X.2**



WALNUT

FINAL PLANS	MARK	REVISION	BY
Engineer: TDW	Checked By: PDS	Scale:	Field
Technician: JPS	Date: 01/28/20		
Project No: 1181174			Sheet X.3

12TH STREET RECONSTRUCTION
CROSS SECTIONS - WALNUT ST
CEDAR FALLS, IOWA
SNYDER & ASSOCIATES, INC.
5005 BOWLING STREET S.W.
CEDAR RAPIDS, IA 52404
319-362-9394 | www.snyder-associates.com

SNYDER & ASSOCIATES
Project No: 275
Sheet X.3

PROJECT SPECIFICATIONS FOR 12TH STREET RECONSTRUCTION

**Project RC-059-3196
Cedar Falls, Iowa**

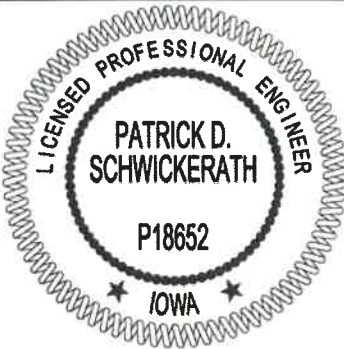

ENGINEER'S CERTIFICATION	
 <p>The seal is circular with a scalloped outer edge. Inside the circle, the text reads: "LICENSED PROFESSIONAL ENGINEER" around the top, "PATRICK D. SCHWICKERATH" in the center, "P18652" below the name, and "IOWA" at the bottom flanked by two stars.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>01/28/2020</u></p> <p>Patrick D. Schwickerath, P.E. Iowa License No. P18652 My license renewal date is December 31, 2019</p> <p>Pages or sheets covered by this seal: <u>1-35.</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2019 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls" Supplemental Specifications to SUDAS. Water main installation shall be per Municipal Water Utility of the City of Cedar Falls Water Main Materials and Installation of Water Mains and their Appurtenances Standards as approved and amended January 16, 2018.

Links to both documents can be found on the City's website at:

www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

31-35

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE
12TH STREET RECONSTRUCTION
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the **12TH STREET RECONSTRUCTION PROJECT** in said City at 7:00 p.m. on the 17th day of February 2020, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacqueline Danielsen, MMC

City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
12TH STREET RECONSTRUCTION PROJECT

Time and Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 25th day of February 2020.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on the 25th day of February 2020 in the Duke Young Conference Room at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on March 2nd 2020 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All tree clearing operation shall be completed no later than March 31st, 2020. Contractor shall reach substantial completion no later than September 11th, 2020 and shall fully complete the project no later than October 30th, 2020.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a bid security as defined in the Division 1, Section 05.

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. at 5005 Bowling Street SW, Suite A Cedar Rapids, Iowa upon payment of a \$50 deposit. Deposit shall be refundable upon return of the contract documents in a reusable condition within 14 days after the award of the project. Electronic contract documents will become available Tuesday, February 4, 2020 at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the **12th Street Reconstruction** project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at www.QuestCDN.com

Contact Sara Blong for document distribution or any questions via phone: (319) 362-9394, fax: (319) 362-9448, or email: sblong@snyder-associates.com QuestCDN reference number available upon request.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or

email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Jon Fitch, P.E.
City of Cedar Falls Engineering Department
220 Clay Street
Cedar Falls, IA 50613
Jon.Fitch@cedarfalls.com

Patrick Schwickerath, P.E.
Snyder & Associates
5005 Bowling Street SW
Cedar Rapids, IA 52404
pschwickerath@snyder-associates.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contracts documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project includes the reconstruction of approximately 1250 feet of 12th Street and 400 feet of Walnut Street. This work includes removal and reconstruction of the existing roadway, installation of storm sewer, installation of subdrain, construction of intakes, water main relocation, driveway replacement, construction of a retaining wall and sidewalk construction.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA
BY: _____
Jacqueline Danielsen, MMC
City Clerk

DIVISION I – Instructions to Bidders

The work comprising the 12th Street Reconstruction Project shall be constructed in accordance with the 2019 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 12TH STREET RECONSTRUCTION
Project No. RC-059-3196

Substantial Completion: The project roadway (including the street, sidewalk, driveways, and any other pavement) is completely open to traffic and the remaining minor work (e.g. landscaping) to be completed without requiring closures.

Final Completion: The project is 100% complete and all paperwork has been submitted to the City.

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to

meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security, as included, must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are

acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security, bidder status form and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

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

Proposal For: 12TH STREET RECONSTRUCTION
Project No. RC-059-3196

**FORM OF PROPOSAL
 12TH STREET RECONSTRUCTION PROJECT
 PROJECT NO. RC-059-3196
 CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 12th Street Reconstruction Project in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	UNIT	486		
2	Topsoil, On-site	CY	517		
3	Excavation, Class 10	CY	3569		
4	Excavation, Class 12	CY	50		
5	Excavation, Class 10, Unsuitable or Unstable	CY	362.4		
6	Subgrade Preparation	SY	7247.5		
7	Subgrade Treatment, Geogrid, Type 2	SY	362.4		
8	Subbase, Modified, 12"	SY	7247.5		
9	Compaction Testing	LS	1		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
10	Trench Compaction Testing	LS	1		
11	Storm Sewer, Trenched, RCP 2000D, 15"	LF	394		
12	Storm Sewer, Trenched, RCP 2000D, 18"	LF	155		
13	Storm Sewer, Trenched, RCAP 2000D, Eq. Dia. 24"	LF	139		
14	Storm Sewer, Trenched, PVC, 15"	LF	200		
15	Removal of Storm Sewer, All Types and Sizes	LF	388		
16	Subdrain, Type 2, HDPE, 6"	LF	2056		
17	Subdrain Cleanout, Type A-2, 6"	EA	13		
18	Subdrain Outlets and Connections, CMP, 6"	EA	7		
19	Storm Sewer Service Stub, PVC, 4"	LF	142		
20	Water Main, Trenched, DIP, 4" (w/ Nitrile Gaskets)	LF	12		
21	Water Main, Trenched, DIP, 6" (w/ Nitrile Gaskets)	LF	61		
22	Water Main, Trenched, DIP, 8" (w/ Nitrile Gaskets)	LF	356		
23	Water Main, Trenched, DIP, 10" (w/ Nitrile Gaskets)	LF	6		
24	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	310		
25	Fitting, DIP, 4" MJ Cap	EA	4		
26	Fitting, DIP, 6" MJ Cap	EA	8		
27	Fitting, DIP, 10" MJ Cap	EA	1		
28	Fitting, DIP, 12" MJ Cap	EA	4		
29	Fitting, DIP, 4" MJ 90° Bend	EA	3		
30	Fitting, DIP, 6" MJ 90° Bend	EA	1		
31	Fitting, DIP, 10" MJ 90° Bend	EA	2		
32	Fitting, DIP, 12" MJ 45° Bend	EA	4		
33	Fitting, DIP, 2"x1.5" MJ Reducer	EA	1		
34	Fitting, DIP, 6"x2" MJ Reducer	EA	1		
35	Fitting, DIP, 6"x4" MJ Reducer	EA	2		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
36	Fitting, DIP, 10"x8" MJ Reducer	EA	1		
37	Fitting, DIP, 12"x6" MJ Tee	EA	3		
38	Water Service Stub, Copper, 3/4" (Short Side)	EA	9		
39	Water Service Stub, Copper, 3/4" (Long Side)	EA	12		
40	Water Service Stub, Copper, 1" (Short Side)	EA	1		
41	Water Service Stub, Copper, 1.5" (Long Side)	EA	1		
42	Valve, Gate, 6"	EA	1		
43	Valve, Gate, 8"	EA	1		
44	Valve, Gate, 12"	EA	2		
45	Tapping Valve Assembly, 12"X6"	EA	1		
46	Tapping Valve Assembly, 12"X8"	EA	1		
47	Fire Hydrant Assembly	EA	2		
48	Flushing Device (Blowoff), 10"	EA	2		
49	Fire Hydrant Adjustment	EA	1		
50	Fire Hydrant Assembly Removal	EA	1		
51	Valve Removal	EA	1		
52	Air Release Valve	EA	1		
53	Intake, SW-505	EA	9		
54	Intake, SW-506	EA	2		
55	Manhole Adjustment, Minor	EA	3		
56	Manhole Adjustment, Major	EA	1		
57	Remove Intake	EA	4		
58	Pavement, PCC, 8"	SY	6539		
59	Removal of Sidewalk	SY	370.3		
60	Removal of Driveway	SY	378.8		
61	Sidewalk, PCC, 4"	SY	106.9		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
62	Sidewalk, PCC, 6"	SY	114		
63	Detectable Warning, Cast Iron	SF	160		
64	Driveway, Paved, PCC, 6"	SY	416.9		
65	Driveway, Granular	TON	26.9		
66	Pavement Removal	SY	6566.1		
67	Painted Pavement Markings, Durable	STA	13.11		
68	Painted Symbols and Legends	EA	8		
69	Temporary Traffic Control	LS	1		
70	Sign Panels	SF	78.25		
71	Sign Posts	LF	140		
72	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	0.6		
73	Sod	SQ	260		
74	Filter Socks, 8"	LF	3250		
75	Filter Socks, Removal	LF	3250		
76	Combined Concrete Sidewalk and Retaining Wall	CY	94.7		
77	Concrete Steps, Type B	SF	159		
78	Handrail, Aluminum	LF	62		
79	Mobilization	LS	1		
80	Concrete Washout	LS	1		
81	Maintenance of Postal Service	LS	1		
82	Maintenance of Solid Waste Collection	LS	1		

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-82). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

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

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

The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

The bidder has filled in all blanks on this Proposal.

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

Name of bidder

By _____

Official Address _____

Title _____

BID BOND

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20_____, for _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

By _____ (Title)

Surety (Seal)

By _____
Attorney-in-fact

Witness

Witness

Bidder Status Form

To be completed by all bidders **Part A**

Please answer "Yes" or "No" for each of the following:

Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

Yes No My company has an office to transact business in Iowa.

Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders **Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
 City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders **Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders **Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

**You must submit the completed form to the governmental body requesting bids
 per 875 Iowa Administrative Code Chapter 156.
 This form has been approved by the Iowa Labor Commissioner.
 309-6001 02-14**

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

FORM OF CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 12TH STREET RECONSTRUCTION PROJECT, Project No. RC-059-3196 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 3rd day of February 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. RC-059-3196 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form
- n. Special Provisions

- o. Standard Specifications
- p. Supplemental Plans and Specifications

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

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Rob Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ 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 _____ (\$ _____), 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 _____, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

12TH STREET RECONSTRUCTION PROJECT Project RC-059-3196

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, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be

fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

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.

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: 12TH STREET RECONSTRUCTION
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated _____, **2020**, within ten (10) calendar days of _____, **2020** and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the 12TH STREET RECONSTRUCTION.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in this written Notice to Proceed and shall be performed regularly and diligently through the duration of the project. All tree clearing operations shall be completed no later than March 31st, 2020. Contractor shall reach substantial completion no later than September 11th, 2020 and shall fully complete the project no later than October 30th, 2020. Liquidated damages in the amount of \$1,000 per calendar day will be assessed for work not completed within the designated contract term.

City of Cedar Falls, Iowa

(OWNER)

By _____
Title _____

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors/event staff working within the same area of the following projects and/or events:

- 1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2) Cedar Falls Utilities overhead to underground electric conversion.
- 3) Sturgis Falls Celebration – June 2020
- 4) UNI Spring Classes End – May 2020
- 5) Last Day of Cedar Falls Public Schools– June 2020 (weather dependent)
- 6) UNI Fall Classes Resume – August 2020
- 7) Cedar Falls Public Schools Resume – August 2020
- 8) UNI Homecoming – September/October 2020
- 9) Additional events not listed here may require coordination

03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least **72** hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than thirty five (35%) percent of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

06 Contract Time

Modify or add the following to Standard Specification Section 1080 – 1.02:

The work on the Contract shall commence ten (10) calendar days after the date set forth in the written Notice to Proceed. All tree clearing operations shall be completed no later than March 31st, 2020. Contractor shall reach substantial completion no later than September 11th, 2020 and shall fully complete the project no later than October 30th, 2020.

07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the calendar days, one-eighth of the work shall be completed; at the expiration of one-half of the calendar days, three-eighths of the work shall be completed; at the expiration of three-fourths of the calendar days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar days.

08 Weekly Record of Calendar Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 6:00 a.m. and shall stop at sunset. Work on Sundays shall be allowed only after prior approval by the Engineer.

09 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of one thousand (\$1,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

10 Progress Payments and Vouchers

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

See Division 2 – Special Provisions Section 05 - Contract time for liquidated damages for Intermediate calendar days.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full.

11 Pollution Prevention Plan

1. Site Description

This project generally consists of the reconstruction of 12th Street and Walnut Street. Reconstruction of 12th St and Walnut St will generally consist of the removal and installation of approximately 6,500 SY of 8" thick PCC pavement, 665 LF watermain, 875 LF storm sewer, and .

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. In addition, sediment filters shall be installed on intake wells in sump locations and at the low point of the construction stage. Also, silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall also be placed on finished intake openings until the areas between

the back of curb and the existing undisturbed grass are sodded or have established growth from seeding.

Stabilizing of all disturbed areas shall be by sodding or seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

Each and every Contractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Pollution Prevention Plan as described.
2. Conduct all activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Storm Water Management

Storm water shall be routed by means of concrete curb intakes and storm sewer. Concrete and plastic pipes shall be used to channel water from curb intakes to the existing main storm sewer pipes. The storm sewer pipes will range in size up to 48-inch diameter. Longitudinal sub-drains shall be included behind the curb line on both sides of the street. The sub-drains shall tie into the concrete curb intakes. The storm water collection system was designed for the 5-year storm water event in accordance with local design standards. Temporary sediment basins were not incorporated because of the limited area exposed in each stage of street construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not change as a result of the street construction project, but storm water runoff shall be managed during construction to minimize erosion.

4. Pollution Prevention Plan Reporting and Updates

The Owner or a representative is to insure compliance with the Pollution Prevention Plan will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan

towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Pollution Prevention Plan will be revised and modifications made to the control facilities as needed.

Intermittent reports based on site observation will be made and will become part of the pollution prevention plan. A final report and Notice of Discontinuation will be filed 30 days after final stabilization of the project has occurred.

5. Certification Statement

N.P.D.E.S. CERTIFICATION **PROJECT NO(S). RC-000-3180**

Contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 12TH STREET RECONSTRUCTION PROJECT in accordance with the 2019 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications.

13 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2019 edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to the 2019 edition of the SUDAS.

DIVISION 4 - Supplemental Plans and Specifications

All work shall be constructed as specified in the Contract documents for the 12TH STREET RECONSTRUCTION in accordance with the 2019 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to SUDAS, except as amended or supplemented as follows:

ADD SECTION 4020 STORM SEWERS

PART 2 – PRODUCTS

2.01 Storm Sewers

- P. Polyvinyl Chloride (PVC) Pipe:** Comply with AWWA C900 with gray iron pipe equivalent outside diameters:
- 1. Minimum Wall Thickness:**
 - a. 4 inch through 24 inch sizes:** DR 18.
 - b. Sizes over 24 inch:** As specified in the contract documents.
 - 2. Joint Type:** Use push-on joint type, except as otherwise specified in the contract documents or as authorized by the Engineer.
 - a. Push-on:** According to AWWA C900.
 - b. Integral Restrained Joint:** AWWA C900 pipe with restraining system manufactured integrally into pipe end.
 - c. Mechanically Restrained Joint:** Ductile iron mechanical device designed for joint restraint of AWWA C900 pipe complying with the requirements of ASTM F 1674.
 - 3. Markings on Pipe:**
 - a. Name of manufacturer.
 - b. Size and class.
 - c. Spigot insertion depth gauge.
 - d. National Sanitation Foundation (NSF) seal.

ADD SECTION 5020 VALVES, FIRE HYDRANTS, AND APPURTENANCES

PART 1 – GENERAL

1.01 SECTION INCLUDES

G. Air Release Assembly

1.08 MEASUREMENT AND PAYMENT

L. Air Release Assembly:

- 1. Measurement:** Each air release assembly will be counted.

2. **Payment:** Payment will be made at the unit price for each air release assembly.
3. **Includes:** Item includes furnishing and installing air release assemblies associated with a water main, in accordance with the contract documents.

PART 2 – PRODUCTS

2.03 APPURTENANCES

D. Air Release Assembly:

1. Construct according to detailed drawings. Locations and sizes as shown in plans.
2. Nominal Size: minimum 1 inch air release assembly.
3. Components: Pipe, valve, curb box, thrust block, elbow, pipe cap, and miscellaneous fittings, all as specified or shown. Threaded components shall have iron pipe thread type or other thread type compatible with iron pipe thread.
4. Drain-back holes are not acceptable.

ADD SECTION 8940 TRAFFIC SIGNS AND POSTS

PART 1 – GENERAL

Comply with Division 1 of SUDAS - General Provisions and Covenants

1.01 SECTION INCLUDES:

- A. Traffic Signs
- B. Traffic Sign Posts
- C. Removal of Signs and Posts

1.02 DESCRIPTION OF WORK

Includes requirements for traffic sign panels and posts for installation.

1.03 SUBMITTALS

Comply with Division 1 – General Provisions and Covenants.

1.04 SUBSTITUTIONS

Comply with Division 1- General Provisions and Covenants.

1.05 DELIVERY, STORAGE AND HANDLING

Comply with Division 1- General Provisions and Covenants.

1.06 SCHEDULING AND CONFLICTS

Comply with Division 1- General Provisions and Covenants. Notify the Engineer at least 72

hours in advance of all removals.

1.07 SPECIAL REQUIREMENTS

None.

1.08 MEASUREMENT AND PAYMENT

A. Sign Panels

1. **Measurement:** Per square foot of sign area.
2. **Payment:** Per unit price per square foot of sign area as installed.

B. Sign Posts

1. **Measurement:** Per linear foot.
2. **Payment:** At unit price per linear foot.
3. **Includes:** All post sections, anchor, and associated hardware for installation of posts and Erection of signs.

C. Removal of Sign

1. **Measurement:** Each sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each sign and post assembly.
3. **Includes:** Unit price includes, but is not limited to, removal, disposal, and backfilling as necessary.

D. Removal and Reinstallation of Sign

1. **Measurement:** Each reinstalled sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each reinstalled sign and post assembly.
3. **Includes:** Unit price includes, but is not limited to removal, protection, and reinstallation. New posts, if necessary due to damage or if specified are incidental.

E. Removal and Salvage of Sign

1. **Measurement:** Each sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each sign and post assembly removed.

3. **Includes:** Unit price includes, but is not limited to, removal, protection, salvage as designated in the contract documents, and backfilling as necessary.

PART 2 – PRODUCTS

2.04 Sign Panels

- E. Fabricate signs from sheet aluminum in accordance with Section 4186.02 A. of the Iowa Department of Transportation Standard Specifications.
- F. Retroreflective Sheeting in accordance with Section 4186.03 of the Iowa Department of Transportation Standard Specifications.
- G. Sign fabrication in accordance with Section 4186.06 of the Iowa Department of Transportation Standard Specifications.
- H. Fastening accessories in accordance with Section 4186.09 A. of the Iowa Department of Transportation Standard Specifications.

2.05 Sign Posts

- A. Perforated Square Steel Tube, 2 inches square with 14- gauge wall, 11 feet in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

2.06 Anchor Post

- A. Perforated Square Steel Tube, 2 ¼ inch square, 12- gauge wall, 48 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

2.07 Sign Post Extension

- A. Perforated Square Steel Tube, 1 ¾ inch square, 14- gauge wall, 30 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

2.08 Omni-Directional Soil Stabilizing Anchor Sleeve

- A. Perforated Square Steel Tube, 2 ½ inch square, 12- gauge wall, 18 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.

- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.
- H. Weld 4, 4 "x 12", 10- gauge triangular wing plates to each corner of the tube at 45 degree angles at 2 1/2inches from top of tube.

2.09 Medium Corner Bolt

- A. 5/16 inch diameter, 2 bend truss head, 18 grade.
- B. Steel in conformance with ASTM A307.
- C. Zinc plated in conformance with ASTM B633.
- D. Made in USA.

PART 3 – EXECUTION

3.01 Sign Panels

- A. Erect in accordance with Section 2524.03.B.1. of Iowa Department of Transportation Standard Specifications.

3.02 Sign Posts

- A. Install posts and anchors in accordance with Section 2524.03.B.3 of Iowa Department of Transportation Standard Specifications.

3.03 Sign Post Extension

- A. For use to mount street name signs above stop signs.

3.04 Omni-Directional Soil Stabilizing Anchor Sleeve

- A. For use in stabilizing sign assemblies which include multiple signs.
- B. Sleeves shall slide over the anchor stubs and line up with the top of the anchor stub.

END OF SECTION

OPINION OF PROBABLE PROJECT COSTS



**12TH STREET RECONSTRUCTION
FROM COLLEGE STREET TO TREMONT STREET
CEDAR FALLS, IOWA
RC-059-3196**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	UNIT	486	\$ 40.00	\$ 19,440.00
2	Topsoil, On-site	CY	517	\$ 12.00	\$ 6,204.00
3	Excavation, Class 10	CY	3569	\$ 10.00	\$ 35,690.00
4	Excavation, Class 12	CY	50	\$ 30.00	\$ 1,500.00
5	Excavation, Class 10, Unsuitable or Unstable	CY	362.4	\$ 15.00	\$ 5,436.00
6	Subgrade Preparation	SY	7247.5	\$ 2.00	\$ 14,495.00
7	Subgrade Treatment, Geogrid, Type 2	SY	362.4	\$ 5.00	\$ 1,812.00
8	Subbase, Modified, 12"	SY	7247.5	\$ 11.00	\$ 79,722.50
9	Compaction Testing	LS	1	\$ 2,500.00	\$ 2,500.00
10	Trench Compaction Testing	LS	1	\$ 1,000.00	\$ 1,000.00
11	Storm Sewer, Trenched, RCP, 15"	LF	394	\$ 50.00	\$ 19,700.00
12	Storm Sewer, Trenched, RCP, 18"	LF	155	\$ 55.00	\$ 8,525.00
13	Storm Sewer, Trenched, RCAP, Eq. Dia. 24"	LF	139	\$ 120.00	\$ 16,680.00
14	Storm Sewer, Trenched, PVC, 15"	LF	200	\$ 65.00	\$ 13,000.00
15	Removal of Storm Sewer, All Types and Sizes	LF	388	\$ 20.00	\$ 7,760.00
16	Subdrain, Type 1, HDPE, 6"	LF	2056	\$ 11.50	\$ 23,644.00
17	Subdrain Cleanout, Type A-2, 6"	EA	13	\$ 500.00	\$ 6,500.00
18	Subdrain Outlets and Connections, CMP, 6"	EA	7	\$ 250.00	\$ 1,750.00
19	Storm Sewer Service Stub, PVC, 4"	LF	142	\$ 50.00	\$ 7,100.00
20	Water Main, Trenched, DIP, 4" (w/ Nitrile Gaskets)	LF	12	\$ 70.00	\$ 840.00
21	Water Main, Trenched, DIP, 6" (w/ Nitrile Gaskets)	LF	61	\$ 62.50	\$ 3,812.50
22	Water Main, Trenched, DIP, 8" (w/ Nitrile Gaskets)	LF	356	\$ 67.50	\$ 24,030.00
23	Water Main, Trenched, DIP, 10" (w/ Nitrile Gaskets)	LF	6	\$ 75.00	\$ 450.00
24	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	310	\$ 85.00	\$ 26,350.00
25	Fitting, DIP, 4" MJ Cap	EA	4	\$ 150.00	\$ 600.00
26	Fitting, DIP, 6" MJ Cap	EA	8	\$ 175.00	\$ 1,400.00
27	Fitting, DIP, 10" MJ Cap	EA	1	\$ 200.00	\$ 200.00
28	Fitting, DIP, 12" MJ Cap	EA	4	\$ 225.00	\$ 900.00
29	Fitting, DIP, 4" MJ 90° Bend	EA	3	\$ 250.00	\$ 750.00
30	Fitting, DIP, 6" MJ 90° Bend	EA	1	\$ 300.00	\$ 300.00
31	Fitting, DIP, 10" MJ 90° Bend	EA	2	\$ 375.00	\$ 750.00
32	Fitting, DIP, 12" MJ 45° Bend	EA	4	\$ 400.00	\$ 1,600.00
33	Fitting, DIP, 2"x1.5" MJ Reducer	EA	1	\$ 250.00	\$ 250.00
34	Fitting, DIP, 6"x2" MJ Reducer	EA	1	\$ 325.00	\$ 325.00
35	Fitting, DIP, 6"x4" MJ Reducer	EA	2	\$ 350.00	\$ 700.00
36	Fitting, DIP, 10"x8" MJ Reducer	EA	1	\$ 1,000.00	\$ 1,000.00
37	Fitting, DIP, 12"x6" MJ Tee	EA	3	\$ 1,000.00	\$ 3,000.00
38	Water Service Stub, Copper, 3/4" (Short Side)	EA	9	\$ 1,500.00	\$ 13,500.00
39	Water Service Stub, Copper, 3/4" (Long Side)	EA	12	\$ 1,850.00	\$ 22,200.00
40	Water Service Stub, Copper, 1" (Short Side)	EA	1	\$ 1,600.00	\$ 1,600.00
41	Water Service Stub, Copper, 1.5" (Long Side)	EA	1	\$ 2,500.00	\$ 2,500.00
42	Valve, Gate, 6"	EA	1	\$ 1,900.00	\$ 1,900.00
43	Valve, Gate, 8"	EA	1	\$ 2,100.00	\$ 2,100.00
44	Valve, Gate, 12"	EA	2	\$ 2,500.00	\$ 5,000.00
45	Tapping Valve Assembly, 12"X6"	EA	1	\$ 4,000.00	\$ 4,000.00
46	Tapping Valve Assembly, 12"X8"	EA	1	\$ 4,500.00	\$ 4,500.00
47	Fire Hydrant Assembly	EA	2	\$ 5,000.00	\$ 10,000.00
48	Flushing Device (Blowoff), 10"	EA	2	\$ 4,000.00	\$ 8,000.00
49	Fire Hydrant Adjustment	EA	1	\$ 2,500.00	\$ 2,500.00
50	Fire Hydrant Assembly Removal	EA	1	\$ 1,250.00	\$ 1,250.00
51	Valve Removal	EA	1	\$ 250.00	\$ 250.00
52	Air Release Valve	EA	1	\$ 5,000.00	\$ 5,000.00
53	Intake, SW-505	EA	9	\$ 5,500.00	\$ 49,500.00
54	Intake, SW-506	EA	2	\$ 7,500.00	\$ 15,000.00
55	Manhole Adjustment, Minor	EA	3	\$ 500.00	\$ 1,500.00

OPINION OF PROBABLE PROJECT COSTS



**12TH STREET RECONSTRUCTION
FROM COLLEGE STREET TO TREMONT STREET
CEDAR FALLS, IOWA
RC-059-3196**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
56	Manhole Adjustment, Major	EA	1	\$ 1,000.00	\$ 1,000.00
57	Remove Intake	EA	4	\$ 500.00	\$ 2,000.00
58	Pavement, PCC, 8"	SY	6539	\$ 48.00	\$ 313,872.00
59	Removal of Sidewalk	SY	370.3	\$ 7.50	\$ 2,777.25
60	Removal of Driveway	SY	378.8	\$ 5.00	\$ 1,894.00
61	Sidewalk, PCC, 4"	SY	106.9	\$ 45.00	\$ 4,810.50
62	Sidewalk, PCC, 6"	SY	114	\$ 55.00	\$ 6,270.00
63	Detectable Warning, Cast Iron	SF	160	\$ 50.00	\$ 8,000.00
64	Driveway, Paved, PCC, 6"	SY	416.9	\$ 50.00	\$ 20,845.00
65	Driveway, Granular	TON	26.9	\$ 27.50	\$ 739.75
66	Pavement Removal	SY	6566.1	\$ 7.50	\$ 49,245.75
67	Painted Pavement Markings, Waterborne or Solvent-based	STA	13.11	\$ 150.00	\$ 1,966.50
68	Painted Symbols and Legends, Waterborne or Solvent-based	EA	8	\$ 250.00	\$ 2,000.00
69	Temporary Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
70	Sign Panels	SF	78.25	\$ 20.00	\$ 1,565.00
71	Sign Posts	LF	140	\$ 12.50	\$ 1,750.00
72	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	0.6	\$ 4,000.00	\$ 2,400.00
73	Sod	SQ	260	\$ 75.00	\$ 19,500.00
74	Filter Socks, 8"	LF	3250	\$ 3.50	\$ 11,375.00
75	Filter Socks, Removal	LF	3250	\$ 1.50	\$ 4,875.00
76	Combined Concrete Sidewalk and Retaining Wall	CY	94.7	\$ 1,100.00	\$ 104,170.00
77	Concrete Steps, Type B	SF	159	\$ 100.00	\$ 15,900.00
78	Handrail, Aluminum	LF	62	\$ 100.00	\$ 6,200.00
79	Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00
80	Maintenance of Postal Service	LS	1	\$ 1,500.00	\$ 1,500.00
81	Maintenance of Solid Waste Collection	LS	1	\$ 1,500.00	\$ 1,500.00
82	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00
Subtotal:					\$ 1,158,671.75
CONSTRUCTION TOTAL:					\$ 1,160,000.00