



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, JULY 15, 2019  
7:00 PM AT CITY HALL**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of July 1, 2019.

**Administration of Oath to Public Safety Officer**

**Agenda Revisions**

**Special Order of Business**

2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Bridge Maintenance Project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published July 8, 2019)
  - b) Written communications filed with the City Clerk.
  - c) Oral comments.
3. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Bridge Maintenance Project.

**Old Business**

4. Pass Ordinance #2947, amending Section 26-118 of the Code of Ordinances by removing property located at 2600 Grove Street from the R-3, Multiple Residence District, and placing the same in the C-2, Commercial District, upon its third & final consideration.
5. Pass Ordinance #2949, amending certain sections of the Code of Ordinances relative to establishing regulations for events on public property, upon its second consideration.

**New Business**

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

6. Receive and file the resignation of Deb Giarusso as a member of the Planning & Zoning Commission.
7. Approve the following special event related requests:
  - a) Street closures, Live to 9, July 19 & 26, 2019 (August 2 & 9, 2019 if inclement weather).
  - b) Street closure, Hiawatha Road, August 3, 2019.
  - c) Street closure, Bluebell Road, August 6, 2019.
  - d) Street closures, ARTapalooza, September 7, 2019.

8. Approve the following applications for beer permits and liquor licenses:
  - a) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
  - b) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
  - c) Walgreens, 2509 Whitetail Drive, Class E liquor - change in ownership.
  - d) Cedar Basin Jazz Festival & Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Special Class C liquor & outdoor service - permanent transfer.
  - e) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B 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.)

9. Resolution approving the recommendation of the City Administrator by appointing the Director of Public Works for the City of Cedar Falls.
10. Resolution approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 relative to earning compensatory time.
11. Resolution approving and authorizing execution of an Extension of an Agreement for Custodial Services with Fresh Start Cleaning, f/k/a T & C Cleaning, Inc., relative to custodial services for city buildings for a period of September 1, 2019 through August 31, 2020, and adding custodial services for the new Public Safety Facility.
12. Resolution approving and authorizing the expenditure of funds for the purchase of a dump truck.
13. Resolution approving and authorizing execution of a Memorandum of Agreement with the Municipal Electric Utility of the City of Cedar Falls (CFU) relative to use of a dump truck.
14. Resolution approving three Claims for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.
15. Resolution receiving and filing the bids, and approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$135,515.36, for the South Main Street Parking Lot Project.
16. Resolution approving and authorizing execution of a Contract for Completion of Improvements with James V. Sands relative to the final plat of Sands Addition.
17. Resolution approving the opening of the Housing Choice Voucher (HCV) Program (a/k/a Section 8) Waiting List August 6, 2019 through January 31, 2020, as recommended by the Housing Commission.
18. Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 100 East 2nd Street, Suite 103.
19. Resolution approving the Cherrywood Acres Minor Plat.
20. Resolution approving the preliminary plat of Chrisbro Subdivision.
21. Resolution approving the final plat of Sands Addition.
22. Resolution approving the preliminary plat of The Terraces at West Glen.
23. Resolution approving and authorizing execution of a HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2020-2022.
24. Resolution approving and authorizing execution of a Professional Service Agreement with Iowa Northland Regional Council of Governments (INRCOG) relative to the Community Development Block Grant (CDBG) and HOME Programs.

- [25.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1A with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Parkade Brick Replacement Project.
- [26.](#) Resolution receiving and filing, and setting August 5, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sidewalk Assessment Project, Zone 2.
- [27.](#) Resolution setting August 5, 2019 as the date of public hearing on the proposed vacation of a 15-foot wide pedestrian trail access easement within Tract E Western Home Communities Seventh Addition, Lot 1 Western Home Communities Eighth Addition, Parcel G Western Home Communities Lot 17 Minor Plat and Lot 2 Western Home Communities Fourth Addition.
- [28.](#) Resolution setting August 5, 2019 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive.
- [29.](#) Resolution setting August 5, 2019 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to Buckeye Corrugated, Inc. for construction of an industrial use warehouse and production facility at 2900 Capital Way.
- [30.](#) Resolution setting August 5, 2019 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way.

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

31. Allow Bills and Payroll of July 15, 2019.

#### **City Council Referrals**

#### **City Council Updates**

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

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, JULY 1, 2019  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Absent: Green.

- 52386 - It was moved by Kruse and seconded by Blanford that the minutes of the Regular Meeting of June 17, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52387 - Mayor Brown announced that in accordance with the public notice of June 21, 2019, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the Cyber Lane-2018 Street Construction Project and to authorize acquisition of private property for said project. 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.
- 52388 - The Mayor then asked if there were any written communications filed to the proposed public improvement project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief overview of the proposed project. Following a question by Jim Skaine, 2215 Clay Street, and comment by Atul Patel, 307 Winding Ridge Road, the Mayor declared the hearing closed and passed to the next order of business.
- 52389 - It was moved by Kruse and seconded by deBuhr that Resolution #21,595, approving a public improvement for the Cyber Lane-2018 Street Construction Project and authorizing acquisition of private property for said project, be adopted. Following questions by Councilmembers Darrah and Miller, and Mayor Brown, and responses 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, Blanford, Darrah, Wieland. Nay: None. Motion carried. The Mayor then declared Resolution #21,595 duly passed and adopted.
- 52390 - Mayor Brown announced that in accordance with the public notice of June 21, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the South Main Street Parking Lot Project. It was then moved by deBuhr and seconded by Wieland that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52391 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Public Works Director Schrage provided a brief explanation of the proposed project. There

being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

- 52392 - It was moved by Wieland and seconded by Kruse that Resolution #21,596, approving and adopting the plans, specifications, form of contract & estimate of cost for the South Main Street Parking Lot Project, be adopted. Following questions by Councilmembers Miller and Darrah, and responses by Mayor Brown and 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, Blanford, Darrah, Wieland. Nay: None. Motion carried. The Mayor then declared Resolution #21,596 duly passed and adopted.
- 52393 - Mayor Brown announced that in accordance with the public notice of June 21, 2019, this was the time and place for a public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Tjaden Properties, L.L.C. 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.
- 52394 - 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. Following comments by Jim Skaine, 2215 Clay Street, and Brett Tjaden, 4127 Maryhill Drive, the Mayor declared the hearing closed and passed to the next order of business.
- 52395 - It was moved by Blanford and seconded by Kruse that Resolution #21,597, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Tjaden Properties, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Tjaden Properties, L.L.C., be adopted. Following a question by Councilmember deBuhr and response by Economic Development Coordinator Graham, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried. The Mayor then declared Resolution #21,597 duly passed and adopted.
- 52396 - It was moved by Kruse and seconded by Miller that Ordinance #2946, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances to be consistent with parking regulations being established, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried. The Mayor then declared Ordinance #2946 duly passed and adopted.
- 52397 - It was moved by Kruse and seconded by Darrah that Ordinance #2947, amending Section 26-118 of the Code of Ordinances by removing property located at 2600 Grove Street from the R-3, Multiple Residence District, and

placing the same in the C-2, Commercial District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried.

- 52398 - It was moved by Blanford and seconded by Wieland that Ordinance #2948, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Panther Lane, be passed upon its second consideration.

Following a comment by Councilmember deBuhr, it was moved by deBuhr and seconded by Wieland that the rules requiring Ordinance #2948 to be considered at three separate meetings, be suspended. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Wieland. Nay: None. Motion carried.

It was then moved by deBuhr and seconded by Darrah that Ordinance #2948, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried. The Mayor then declared Ordinance #2948 duly passed and adopted.

- 52399 - It was moved by Kruse and seconded by deBuhr that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- a) Teri Lynn Jorgensen, Human Rights Commission, term ending 07/01/2022.
- b) David Glenn-Burns, Metropolitan Bus Board, term ending 06/30/2022.

Receive and file the Committee of the Whole minutes of June 17, 2019 relative to the following items:

- a) Sustainability.
- b) Cash Management Report.
- c) Bills & Payroll.

Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.

Receive and file Departmental Monthly Reports of May 2019.

Approve the following special event related requests:

- a) Street closure, Abraham Drive, July 4, 2019.
- b) Accel Triathlon, July 27, 2019.

Approve the following applications for liquor licenses:

- a) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- b) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (July 12-14, 2019)

Motion carried unanimously.

52400 - It was moved by Kruse and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #21,598, approving and authorizing execution of a Two Party Claim Service Agreement with EMC Risk Services, LLC relative to claims adjusting and administration services for the City.

Resolution #21,599, approving and authorizing execution of one Owner Purchase Agreement, and approving and accepting one Owner's Temporary Easement for Construction, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,600, approving and accepting one Permanent Drainage Easement and one Temporary Construction Easement, in conjunction with the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

Resolution #21,601, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY20 Economic Development Grant.

Resolution #21,602, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds.

Resolution #21,603, approving and authorizing execution of an FY20 Façade Improvement Fund Agreement with Cedar Falls Community Main Street.

Resolution #21,604, approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY20 Economic Development Grant.

Resolution #21,605, approving and authorizing execution of an Agreement to Support Economic Development Program of the College Hill Partnership relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds.

Resolution #21,606, approving and authorizing execution of an FY20 Façade Improvement Fund Agreement with College Hill Partnership.

Resolution #21,607, approving and authorizing execution of an Agreement to Support "Fulfilling the Vision" Campaign for Economic Vitality of Grow Cedar Valley relative to an FY20 Economic Development Grant.

Resolution #21,608, approving and accepting a Lien Notice and Special Promissory Note for property located at 2322 Clay Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,609, approving submission of an application through the Iowa Homeland Security and Emergency Management Division (HSMED) to the

Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, and authorizing the local match for the Northern Cedar Falls Flood Buyout Program.

Resolution #21,610, receiving and filing, and setting July 15, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Bridge Maintenance Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried. The Mayor then declared Resolutions #21,598 through #21,610 duly passed and adopted.

- 52401 - It was moved by Kruse and seconded by deBuhr that Ordinance #2949, amending certain sections of the Code of Ordinances relative to establishing regulations for events on public property, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried.
  
- 52402 - It was moved by Kruse and seconded by Darrah that the bills and payroll of July 1, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland. Nay: None. Motion carried.
  
- 52403 - Public Safety Services Director Olson provided a reminder about the fireworks ordinance in Cedar Falls.  
  
Community Development Director Sheetz announced that the City has met state and federal requirements and is in the final stages of completing the 2019-2024 NPDES permit for the water reclamation facility.
  
- 52404 - Public Safety Services Director Olson responded to concerns expressed by Russ Reeves, 430 Balboa Avenue, and questions by Mayor Brown and Councilmember Kruse regarding the level of noise caused by engine braking on Greenhill Road and Highway 58.  
  
Councilmember Blanford responded to comments by Jim Skaine, 2215 Clay Street, regarding unanimous Council votes.
  
- 52405 - It was moved by Kruse and seconded by Miller that the meeting be adjourned at 7:43 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** July 11, 2019

**SUBJECT:** 2019 Bridge Maintenance Project  
Project No. BR-000-3183  
Public Hearing

This project involves the repair of various items on eight (8) bridges within the City of Cedar Falls. Work will include concrete repair, mill and HMA overlay of approach pavement, replacement of expansion joints, and the repairing of bridge decks, bridge medians, and handrails.

The total estimated cost for the construction of this project is \$150,825.00. This project will be funded with Street Construction Fund.

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

att

xc: Stephanie Houk Sheetz, Director of Community Development  
Chase Schrage, Principal Engineer



Prepared by: Iris Lehmann, Planner II, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

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ORDINANCE NO. 2947

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 #RZ19-004)

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that 2600 Grove Street as described as follows shall be removed from R-3, Multiple Residence District and added to the C-2, Commercial District,

FAIRVALLEY ADDITION LOT 30

And

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

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

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

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

Section 1. That the following described real estate:

FAIRVALLEY ADDITION LOT 30

Be and the same is hereby removed from the R-3, Multiple Residence District and added to the C-2, Commercial District.

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

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

INTRODUCED: \_\_\_\_\_ June 17, 2019

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ June 17, 2019

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ July 1, 2019

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

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

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

ATTEST:

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

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

### ORDINANCE NO. 2949

AN ORDINANCE **(1)** AMENDING SECTION 3-42, EXEMPTIONS FROM PERMIT REQUIREMENT, OF ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW UNTITLED SUBSECTION (6), OF SECTION 3-42, EXEMPTIONS FROM PERMIT REQUIREMENT; **(2)** REPEALING SECTION 17-197, PERMITS, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; **(3)** REPEALING SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, AND SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, AND SECTION 17-210, SPECIAL EVENTS IN GATEWAY PARK GREEN SPACE, ALL OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, NEW SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, AND NEW SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY; **(4)** REPEALING SECTION 19-2, STREET MEETINGS; PARADES, OF ARTICLE I, IN GENERAL, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 19-2, RIGHT-OF-WAY, PUBLIC PARK, PUBLIC AREA MEETINGS; PARADES; AND **(5)** 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 3-42, Exemptions from Permit Requirement, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by enacting new untitled subsection (6), of Section 3-42, Exemptions from Permit Requirement, of Article II, Signs, of Chapter 3, Advertising, as follows:

- (6) Temporary signs constructed or erected in connection with a properly permitted public event, displayed for up to seven days before and one day after such public event.

*Section 2.* Section 17-197, Permits, of Article V, Park Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

*Section 3.* Section 17-207, Reservation of Park Areas and Facilities, and Section 17-208, Possession of Beer or Other Intoxicating Liquor, and Section 17-210, Special Events in Gateway Park Green Space, all of Article V, Park Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Section 17-207, Reservation of Park Areas and Facilities, new Section 17-208, Possession of Beer or Other Intoxicating Liquor, and new Section 17-210, Public Events on City Property, all of Article V, Park and Public Event Regulations, of Chapter 17, Parks and Recreation, are hereby enacted in lieu thereof, as follows:

## **ARTICLE V. PARK AND PUBLIC EVENT REGULATIONS**

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

- (a) No person may be granted an exclusive non-public use of park areas or facilities unless a permit for such exclusive non-public use is first obtained from the director of community development or designee. The factors listed in section 17-210 for issuance of a public event permit shall apply to a permit required under this section. Only the following park areas and facilities may be so reserved:
- (1) A golf course.
  - (2) A clubhouse.
  - (3) A specific picnic shelter.
  - (4) Special game facilities, including, but not limited to, sports fields and courts, aquatic center, pools, and outdoor exercise facilities.
- (b) Liability of permit holder. The holder of a permit required by this section as well as any sponsoring group or organization shall be liable for any loss, damage or injury sustained by any person or entity, including the city, arising out of or resulting from the fault of the permit holder, his or her employees, servants or agents, or other persons participating in or attending the non-public event. The holder as well as any sponsoring group or organization, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or resulting from the fault of the holder, his or her employees, servants or agents, or other persons participating in or attending the non-public event.

(Code 2017, § 20-222)

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

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

- (2) Any other necessary permits and licenses are first obtained.
- (b) Any person desiring to use a shelter or building, where beer or an intoxicating liquor is to be dispensed from a keg or similar container as authorized in this section must make a prior shelter or building reservation, obtain all necessary permits and licenses, and make advance payment of a reservation fee and submit a \$100.00 minimum damage deposit. The city has the right to retain any or all of the required deposit to cover damage to city park property. The holder of a shelter or building reservation shall be bound by and be responsible for enforcing all park rules and regulations and all applicable ordinances regarding the use of a keg, or similar container, or other rules and regulations set out in this article.

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

**Sec. 17-210. Public events on City property.**

- (a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee.
- (b) The director may adopt and enforce rules and regulations to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. The director may post signs setting forth rules and regulations and directional signs.
- (c) The director, upon receiving a completed permit application, shall provide a copy of the application to appropriate city personnel who shall provide comments as to the following factors:
- (1) The applicant has complied with all of the requirements of this Code and any rules or regulations promulgated thereunder;
  - (2) The proposed event will not substantially or unnecessarily interfere with traffic in the area;
  - (3) The proposed event will not substantially or unnecessarily interfere with any publicly managed infrastructure project;
  - (4) The concentration of persons or things at the event will not prevent proper fire and police protection or ambulance service;
  - (5) That the proposed event or use of the property will not unreasonably interfere with or detract from the general public enjoyment of the property;
  - (6) That the proposed event and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
  - (7) That the property has not been reserved for other use at the time requested in the application;
  - (8) That the proposed event will not entail unusual, extraordinary or burdensome expense to the city;
  - (9) The applicant and group have complied with any required permits or licenses required for the activity on the property.
- (d) The application for a permit required in this section shall include, in the discretion of the director, information reasonably calculated to allow the director to determine the

appropriateness of a permit, considering the factors set forth in subsection c of this section. The director or designee shall determine whether a permit shall be issued.

- (e) The factors listed in subsection c of this section shall also apply to a permit application under section 17-207 of this article.
- (f) The permit required in this section is in addition to and not in lieu of any other license or permit required in this Code.
- (g) The director shall issue or deny a permit within thirty days of submission of the permit application.
- (h) In the event of denial of the permit application, the applicant shall have 10 days to appeal such denial to the administration committee of the city council. The administration committee shall hold a hearing on the appeal in person or upon written submission, within 21 days of the filing of the appeal with the city clerk. The applicant shall be notified in writing of the date, time and place of the hearing. The administration committee shall afford the applicant the opportunity to present information in support of the application. Within 10 days of the hearing, the administration committee shall issue its written decision, which may affirm or reverse the decision of the director, or affirm the application subject to certain conditions. The decision of the administration committee shall be final.
- (i) Revocation of permit. The permit may be revoked without notice if the director, the chief of police, or fire chief have cause to believe anyone participating in the public event has committed any one or more of the following acts or if the following conditions occur:
  - i. violated any local, state or federal laws;
  - ii. violated the terms of any permit issued;
  - iii. violated the rules or regulations of the area or facility; or
  - iv. that the public order or the health or safety of the public would be at risk if the use continued.
- (j) The applicant or sponsoring group/organization and all individual participants shall be required to have been approved for any local, state or federal licenses or permits that are required for the activities intended to be conducted pursuant to the permit.
- (k) Any and all appropriate city departments are authorized to inspect the public event and may issue citations for any violation of this Code or any regulations pertaining to the operation of the public event.
- (l) The director, after consultation with other appropriate departments, shall have the authority to promulgate such forms, rules and regulations that the director determines are necessary or desirable for the implementation of this section. The forms, rules and regulations shall be available for inspection by the public.
- (m) Liability of permit holder. The holder of a permit required by this article as well as any sponsoring group or organization shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the fault of the permit holder, his or her employees, servants or agents, or other persons participating in or attending the public event. The holder as well as any sponsoring group or organization, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or resulting from the fault of the holder as well as any sponsoring group or organization, and their employees, servants or agents, or other persons participating in or attending the public event.



- (n) The director may impose insurance requirements on the issuance of a permit under this section in order to minimize the liability of the city for injury or damage connected to or arising out of the public event.

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

Section 4. Section 19-2, Street Meetings; Parades, of Article I, In General, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 19-2, Right-Of-Way, Public Park, Public Area Meetings; Parades, of Article I, In General, of Chapter 19, Streets and Sidewalks, is hereby enacted in lieu thereof, as follows:

**Sec. 19-2. Right-of-way, public park, public area meetings; parades.**

- (a) It shall be unlawful for any person to hold public meetings of any character or description upon any public right-of-way of the city, or in any public park or area under the control of the city, without a permit being first secured as set forth in this section, or for any person to congregate about or upon any public right-of-way of the city so as to obstruct public travel or city services, or for any person to parade or march upon any street or public right-of-way of the city without a permit being first secured as set forth in this section.
- (b) Public meetings may be held on public right-of-ways of the city and in public parks or other public areas, and parades or marches may be held in the city by a person first obtaining from the city a written permit as described in section 17-210. This section is not intended to apply to funeral processions, students engaged in educational activities under the direct supervision of proper school authorities, or governmental agencies acting within the scope of their functions.
- (c) Any person violating any provision of this section, or who holds, conducts, manages, directs or has charge of a public meeting, parade or march otherwise than in accordance with the terms of the written permit issued as provided in this section, shall be guilty of a municipal infraction, punishable as provided in section 1-9 of this Code.

(Code 2017, § 23-3)

INTRODUCED: \_\_\_\_\_ July 1, 2019

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

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

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

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

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

ATTEST:

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

July 1, 2019

## CITY OF CEDAR FALLS

CEDAR FALLS, IA 50613

It has been an honor to serve as a commissioner on the City of Cedar Falls Planning & Zoning Commission. I am unable to serve as a commissioner effective July 15, 2019.

My husband is going on active duty as a student at the Army War College in Carlisle, PA for one year starting in late July. We decided that it is in the best interest of our family that I also relocate with him. For this reason, I need to resign from the Planning & Zoning Commission.

Thank you for the opportunity to serve with the city staff and members of the commission.

SINCERELY,

DEB GIARUSSO

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** July 9, 2019  
**Re:** Special Event Related Requests

---

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

- a) Street closures, Live to 9 (relocating to the 200 block of State Street and 100 block of East 2nd Street), July 19 & 26, 2019 (August 2 & 9, 2019 if inclement weather).
- b) Street closure, Hiawatha Road (block party), August 3, 2019.
- c) Street closure, Bluebell Road (South Main and Greenhill Corridor Neighborhood Association and Fareway event), August 6, 2019.
- d) Street closures, ARTapalooza, September 7, 2019.

**Craig Berte**

**From:** Deanna Nelson <Deanna.nelson@eagleviewpartners.com>  
**Sent:** Monday, July 1, 2019 11:28 AM  
**To:** Craig Berte  
**Subject:** Re: Street Closure

**CAUTION:** This email originated outside the City of Cedar Falls email system.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Deanna Nelson has shared a OneDrive for Business file with you. To view it, click the link below.



*STREET CLOSURE APPROVED*  
*[Signature]*  
*7-9-19*  
*\$ 50 barricade FEE*

Hello Craig,  
Thank you for getting back to me!  
Hopefully I have answered all the questions below. Let me know if you have any others or if I missed something! Thank you for helping me out with this!

-What is the Event: We will be moving the current Live to 9 location from the Ice House to the corner of 2nd and State Street. July 19 and July 26.

-Will there be alcohol: Yes, Live to 9 brings a beer tent

- Will there be music: Yes, the 19th the Snoozberries play and the 26th The Ice Breakers play.

- We will be blocking off part of State street and 2nd Street. I have attached a map. The pink lines are the barricades, we have rented 200 ft of barricade for these events. And the blue line around the plaza is temporary construction fence that is up right now.

Please let me know what next step is??? Do I need to get a sound permit?

Thank you Craig.

Deanna Nelson  
Director of Hospitality  
Eagle View Partners

*4:00 PM - 9:00 PM*  
*July 19 + 26*  
*August 2 + 9*  
*- EAST HALF OF 100 block, E. 2nd St*  
*- 200 block State St.*

**From:** Craig Berte <Craig.Berte@cedarfalls.com>  
**Sent:** Saturday, June 29, 2019 6:19 PM  
**To:** Deanna Nelson  
**Cc:** 'Carol Lilly'; 'Kim Bear'  
**Subject:** Street Closure

Deanna,

The first step is to send me a request describing the event, what you are doing, is there alcohol, is there music, is there a bar, is there a tent, etc. We will discuss requirements to make it a safe event and eventually approve the event if it meets requirements. I would suggest getting advice from Carol Lilly and Kim Bear at CMS on fencing, porta-potties, etc. ITEM 7.

You'll need to talk to neighbors and have a plan for traffic during any closures. The City will provide the appropriate barricades for \$25 per city block and the police will take care of signage requirements, moving cars, etc.

Please give me details ASAP the City Council will have to approve and they will not meet until July 15<sup>th</sup>. Thanks, Craig

**From:** Deanna Nelson [<mailto:Deanna.nelson@eagleviewpartners.com>]  
**Sent:** Friday, June 28, 2019 1:02 PM  
**To:** Jeff Olson  
**Subject:** Street Closure Request

**CAUTION:** This email originated outside the City of Cedar Falls email system.  
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jeff,

My name is Deanna Nelson and I am with Eagle View Partners here in Cedar Falls. I am wondering if you can help me with some street closures in the future and I am wondering how the best way to go about this would be!

We are in the process of constructing the new plaza at the corner of State and Second Streets. It would be our hope that we would be able to close State Street and Second Street in front of our buildings during events we have in the future. I am wondering the process for that?

The first two events we have this year are Friday, July 19 and Friday, July 26.

I was also wondering if you guys had crowd barriers that could be used, we could set them up.

Fill me in on the process!

Thank you so much for your time!

Deanna Nelson  
Director of Hospitality  
Eagle View Partners

**Craig R. Berte**  
Assistant Director of Public Safety  
Assistant Chief of Police  
City of Cedar Falls







# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 07/08/19

Approved  
JH

TO: Chief Olson, Asst. Chief BerteFROM: Capt. HarrensteinSUBJECT: Road Closure Request/Noise Variance

Please see attached block party request form submitted by Andy Lounsberry. Mr. Lounsberry requests that a portion of Hiawatha Road be closed from the south edge of Bess Streeter Park, north to the intersection with Lone Tree Rd. The road closure would be on August 3<sup>rd</sup> and run from noon until 11:00 PM.

A live band will be performing during the event, requiring a noise variance also. A \$25.00 barricade fee will be required, which Mr. Lounsberry is aware of. I recommend Mr. Lounsberry's request be granted along with a noise variance for the live music.

Capt. Jeff Harrenstein

ITEM 7.

Request Type: Block Party Request  
 Request ID Number: 3372  
 Date Submitted: 6/3/2019  
 Date Closed: (open)  
 Date Printed: 6/3/2019 11:44:04 AM

Request Location:

Submitter Information: Andy Lounsberry  
 2907 Hiawatha Rd.  
 Cedar Falls, IA 50613

Priority: Normal  
 Assigned To: Hayes, Mike

Phone: 319 939 0990  
 Email: andylounsberry@yahoo.com

Date/Person  
 6/3/2019 8:59:12 AM  
 (anonymous)

Comments  
 Your Request ID Number is 3372.

**Request for street closure for a block party.**

Name Andy Lounsberry  
 House Number 2907  
 Street Name Hiawatha Rd.  
 City Cedar Falls  
 State IA  
 Zip Code 50613  
 Contact E-Mail address andylounsberry@yahoo.com  
 Contact Phone Number (XXX)XXX-XXXX 319 939 0990  
 Block Party Date 03/03/2019 *Should be Aug. 3<sup>rd</sup> 2019*  
 Block Party Time Noon - 11:00 p.m.  
 Which street and block number (Example: 400 block of West 2nd St) 2800 - 2900  
 Hiawatha Rd.  
 Number of people expected 80  
 Noise expectations Live music - Blue grass  
 Additional comments or questions Requested closure is from the south side of Bess  
 Streeter Park to the south edge of Lone Tree Road.

*2ND  
 SHIFT  
 APPROVED*

*AUG 3, 2019*





# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 06/10/19

TO: Chief Olson

FROM: Capt. Harrenstein

SUBJECT: Road Closure Request

A handwritten signature in black ink, appearing to read "Harrenstein", is written over the signature line of the memorandum.

Please see attached email from Ms. Penny Popp in regards to a road closure request on August 6<sup>th</sup> from 5:15 PM to 8:30 PM. The roadway to be closed consists of Bluebell Road at S. Main Street and then east on Bluebell to the western portion of Fareway's driveway leading to/from Bluebell Rd.

On this date I made contact with Ms. Popp, who advised that there would not be a noise variance requested and that there will be no alcohol sales. Ms. Popp was advised of the \$25.00 road closure fee payable a week prior to the event.

I would recommend that council approves the road closure request from Ms. Popp.

Capt. Jeff Harrenstein

**Jeff Harrenstein**

---

**From:** Craig Berte  
**Sent:** Monday, June 10, 2019 11:36 AM  
**To:** 'Penny Popp and Peter Huizinga'  
**Cc:** '1901 - Cedar Falls Store'; Jeff Harrenstein; Craig Berte  
**Subject:** RE: Street Closure Request

**Categories:** Red Category

Penny,

Captain Jeff Harrenstein is the Captain of 2<sup>nd</sup> shift patrol and he will be contacting you about expectations with the road closure as we do with all other special events. There is a cost for the City to deliver and pickup the required barricades and the road closure will require council approval. Have a good day. Craig

**From:** Penny Popp and Peter Huizinga [<mailto:peterpenny1@gmail.com>]  
**Sent:** Tuesday, May 21, 2019 1:44 PM  
**To:** Craig Berte  
**Cc:** 1901 - Cedar Falls Store  
**Subject:** Street Closure Request

**CAUTION: This email originated outside the City of Cedar Falls email system.**

Do not click links or open attachments unless you recognize the sender and know the content is safe.

To: Assistant Police Chief Craig Berte  
 Re: Request for partial street closure

Chief Berte:

The South Main and Greenhill Corridor Neighborhood Association and Fareway are requesting a partial street closure for a community event being held on August 6, 2019 from 6-8 pm. We are requesting closure from 5:15-8:30pm on Bluebell, east of Main Street to Fareway's secondary driveway (approximately 1/4 of the block). Access to Fareway will remain open, as well as access to the Public Safety Building and Mercy One Clinic.

Thank you for your consideration.

Penny Popp, President, South Main and Greenhill Corridor Neighborhood Association

Kevin Paltz, Manager, Fareway



**CEDAR FALLS PUBLIC SAFETY**

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

319-273-8612



*Approved  
JDL*

**MEMORANDUM**

**To: Director Olson**

**From:** Lieutenant Heuer

**Date:** 06/28/2019

**Re: Road Closure Request**

The ARTapalooza Committee and Community Main Street are requesting the closure of Main Street from W 1<sup>st</sup> Street to W 4<sup>th</sup> Street on Saturday, September 7<sup>th</sup> from 0530 to 1730 for their 14th annual ARTapalooza event. Additionally, they are requesting the closure of 2nd and 3<sup>rd</sup> Streets from Main St to the alleys on the East and West side of Main St for the same time frame.

This will require the delivery of barricades to each of the intersections named above as well as "No Turn" signs from Eastbound and Westbound W 1<sup>st</sup> St onto Main St. "No Parking" signs will also need to be printed and posted for the road closure 48 hours prior to this event.

I recommend approval of this event.

Lt. Brooke Heuer  
CFPSS



310 East 4th Street  
Cedar Falls, IA 50613

Phone: 319-277-0213  
www.communitymainstreet.org

2018-2019

**Board of Directors:**

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

June 7, 2019

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

Dear Chief Olson,

On behalf of Community Main Street and the ARTapalooza Committee, I am requesting the closure of Main Street from 1st Street to 4th Street for our 14th annual ARTapalooza event on Saturday, September 7th in the Cedar Falls Downtown District. We are requesting the closure from 5:30am until 5:30pm.

We are also requesting the closure of 2nd and 3rd Streets from Main Street to the alleys on both the East and West sides of Main Street for the duration of the event. We would also like to request that you post "No Parking from 5:30AM-5:30PM" signs on Main Street in the 100, 200 and 300 blocks and in the closed off portions of Second and Third Streets as well. We would also request that there be "no turning" signs posted on 1st Street for drivers to be aware that Main Street is closed for an event.

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

Best regards,

Carol Lilly  
Director  
Community Main Street

Kim Bear  
Events and Promotions Coordinator  
Community Main Street



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** July 10, 2019  
**Re:** Beer/Liquor License Applications

---

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

Name of Applicants:

- a) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
- b) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- c) Walgreens, 2509 Whitetail Drive, Class E liquor - change in ownership.
- d) Cedar Basin Jazz Festival & Live to 9, 200 Block of State Street and 100 Block of East 2<sup>nd</sup> Street, Special Class C liquor & outdoor service - permanent transfer.
- e) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - new.

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

**RESOLUTION APPROVING THE RECOMMENDATION OF THE CITY ADMINISTRATOR BY APPOINTING THE PUBLIC WORKS DIRECTOR FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, the City Administrator has the authority under section 2-810 of the City Code of Ordinances to recommend the appointment of the Director of Public Works; and

**WHEREAS**, this appointment shall then be recommended to the Mayor and City Council for approval; and

**WHEREAS**, the Director of Public Works shall supervise the new Public Works Department as recently established by City ordinances and will manage the Engineering, Operations & Maintenance, and Water Reclamation Divisions; and

**WHEREAS**, following the review of applications and interviewing applicants for the position, City Administrator, Ron Gaines, recommends the appointment of Chase Schrage as the Director of Public Works;

**THEREFORE**, now be it Resolved that the City Council of the City of Cedar Falls, Iowa, adopts this Resolution approving the appointment of Chase Schrage as the Director of Public Works for the City of Cedar Falls, Iowa, effective July 1, 2019.

**ADOPTED** this 15<sup>th</sup> of July 2019.

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

ATTEST:

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



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To: Mayor and City Council**  
**From:** Jeff Olson, Public Safety Director/Chief of Police  
**Date:** July 8, 2019  
**Re: Police MOU for Training Comp Limit**

---

The Teamsters Police Union has a provision in the union contract allowing for training officers to earn one-hour of compensatory time for each 8 hours of training. In October of 2018 the Union and City agreed on a higher comp limit accumulation as a result of numerous officers being trained at the same time. This benefit allowed for officers to accumulate up to 48 hours of comp time above the current 96 hour limit. We encourage training officers to not take time off during their training period for training consistency reasons and training comp time cannot be paid in cash per the contract. The October MOU expired on June 30<sup>th</sup>.

Attached is a new MOU extending this agreement for one year. We have several officers in training and this MOU provides for less scheduling conflicts during the training period. I recommend approval of the MOU.

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF CEDAR FALLS, IOWA**

**And**

**TEAMSTERS UNION, Local No. 238**

The City of Cedar Falls, Iowa (hereinafter the “City”) and Teamsters Union, Local No. 238 (hereinafter the “Union”), enter into this Memorandum of Understanding (hereinafter the “Agreement”). The City and Union agree to modify the parties’ collective bargaining agreement regarding compensatory time. Pursuant to section 10.7 of the parties’ collective bargaining agreement, unit members may accrue a maximum of ninety-six (96) hours of compensatory time. Due to the hiring needs of the Police Department and the extra time commitment required for field training officers to train new officers, the parties agree to temporarily modify compensatory time accruals as follows:

- In addition to the ninety-six (96) hour bank currently permitted by the contract, field training officers will also have a separate bank that will only accrue compensatory time earned on those days when field training duties are performed.
- Field training officers may accrue up to forty-eight (48) hours of compensatory time in this separate bank.
- Compensatory time earned through field training will begin to accrue in the separate bank as of September 1, 2018.
- The field training bank will exist from September 1, 2018 until June 30, 2020.
- On June 30, 2020, the compensatory time accrued in the field training officer bank will be, at the employee’s discretion, either transferred to their regular compensatory time bank or paid out. The employee’s regular compensatory time bank shall at no time exceed ninety-six (96) hours. Any additional hours shall be paid out to the employee on June 30, 2020.
- After June 30, 2020, field training officers will be governed by the current contract provision allowing only for a single compensatory time bank with a maximum of ninety-six (96) hours that can be accrued.

For the City:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**MEMORANDUM**

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

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

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Brian Heath, Operations and Maintenance Division Mgr  
**DATE:** July 9, 2019  
**SUBJECT:** Custodial Services Agreement

A handwritten signature in blue ink, appearing to read "Brian Heath", is written over the "FROM" line of the memorandum.

Attached is the Custodial Services Contract for city buildings which is due for renewal on September 1, 2019. Fresh Start Cleaning formerly known as TC Cleaning will be completing the second year of contract service which is renewable for up to a three (3) year period.

This renewal is coming before Council at this time due to the need to add the Public Safety Building to the contract.

Fresh Start is requesting a 3.8% increase over the second year contract to cover labor, benefit and staffing adjustments. This equates to a monthly increase of \$706.48 which is fully funded for FY20. Additionally, as mentioned above, the Public Safety Building will be added to this year's contract. The added amount to clean that build is \$3,000.00 monthly. If approved, the cleaning of the Public Safety Building will take place immediately and this contract extension for all public buildings will take effect beginning September 1, 2019 and continue through August 31, 2020.

Fresh Start Cleaning has performed cleaning duties adequately and have responded positively to requests for additional cleaning. Overall staff has been satisfied with their performance.

It is the recommendation of the Public Works Department to approve the addition of the Public Safety Building and extension of the Custodial Services contract with Fresh Start Cleaning to include a 3.8% increase for providing cleaning service of city buildings for FY20/21.

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

CC: Mark Ripplinger, Municipal Operations and Programs Director

Chase Schrage, Public Works Director

Att.

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

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

**Visitor's & Tourism Building, 6510 Hudson Rd.**

**City Hall, 220 Clay St.**

**Public Library/Community Center, 524 Main St.**

**Public Works/Parks Complex, 2200 Technology Parkway.**

**Public Safety Building, 4600 S. Main St.**

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

**Recreation Center, 110 East 13<sup>th</sup> Street**

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

All proposals must meet the following requirements;

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

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

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

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

staff and should not be used by the contractor. Storage space will be provided for the equipment and the contractor is expected to keep a clean and organized work area (all paper products are to be stored above chemicals).

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

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

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

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

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

Contractors will provide Worker's Compensation Insurance.

## Building Information and Cleaning Requirements

### Visitor's and Tourism Center

---

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

The proposal requests several criteria, including:

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

### Custodial Requirements

#### **Primary Service:**

##### Entire Building:

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

##### Kitchen:

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

**Restrooms:**

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

**Meeting/Reception Area:**

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

**Vinyl Tile & Concrete Care:**

- Refinish flooring annually with two or three coats.

**City Equipment Used; Janitorial Cart**

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

**City Hall**

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

The proposal requests several criteria, including:

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

## Custodial Requirements

### **Primary Service:**

#### Entire Building:

##### Nightly:

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

#### Restrooms/Locker Rooms:

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

**Secondary Service:**

Weekly:

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

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

**Public Library**

---

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

The proposal requests several criteria, including:

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



## Custodial Requirements

### **Primary Service:**

#### Entire Building:

##### Nightly:

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

#### Restrooms:

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

#### Offices, Meeting Rooms:

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

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

Elevator:

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

**Secondary Service:**

Weekly:

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

**Limited Service:**

Friday:

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

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

## Community Center

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

The proposal requests several criteria, including:

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

### Custodial Requirements

#### **Primary Service:**

##### Entire Building:

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

##### Kitchen/Pantry:

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

##### Restrooms:

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

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

**Exercise/Dance Area (Wood Floor):**

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

**Dining Area:**

- Wipe off tables.
- Buff tile as needed.

**Carpet Care:**

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

**Vinyl Composite Tile Care:**

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

**City Equipment Used;** Same as library (connected buildings)

**Public Works Complex**\_\_\_\_\_

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

The proposal requests several criteria, including:

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

## Custodial Requirements

### Primary Service:

Nightly:

#### Entire Building:

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

#### Conference/Break Room:

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

#### Restrooms/Locker rooms:

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

#### Offices, Meeting Rooms:

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

#### Kitchen:

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

**Secondary Service:**

Weekly:

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

Flooring:

- Polished concrete flooring requires quarterly burnishing.

**City Equipment:** Janitorial Carts, Kent floor scrubber**Hearst Center for the Arts**

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

The proposal requests several criteria, including:

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

**Custodial Requirements****Primary Service:**

Entire Building:

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

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

**Restrooms:**

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

**Classrooms:**

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

**Kitchen:**

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

**Secondary Service:**

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

**Classrooms:**

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

**Offices, Reception Area and Meeting Rooms:**

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

**Elevator:**

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

**Main Gallery and Hall:**

- Cleaned as requested at hourly rate.

**Floor Surfaces:**

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

**City Equipment Used;** Janitorial Cart

**Recreation Center** \_\_\_\_\_

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

The proposal requests several criteria, including:

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



## Custodial Requirements

### **Primary Service:**

Nightly:

Office/Reception/Meeting Room/Kitchen:

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

Main Hall:

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

Restrooms/Locker rooms:

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

Steam Rooms:

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

Sauna:

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

Gyms:

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

Racquetball Courts:

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

Mezzanine/Track:

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

Exercise Room:

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

Multi-Purpose/ Activity Rooms:

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

Cycling Room (Basement):

- Wet mop floor:
- Wipe down cycles.

- Check/ replace sanitizer dispensers.
- Clean mirrors.

**Limited Service:**

Saturday nights from September 1<sup>st</sup> through May 31<sup>st</sup>

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

**Secondary Service:**

Weekly:

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

**Day Porter Service:**

Monday-Friday 1pm.-3p.m. from September 1<sup>st</sup> through May 31<sup>st</sup>

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

**City Equipment:**

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

**Beach House (alternate)**

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

The proposal requests several criteria, including:

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

**Custodial Requirements****Primary Service:**

## Entire Building:

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

## Kitchen:

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

## Restrooms:

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

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

## **Public Safety**

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The building is approximately 15,280 sq. /ft. and has a variety of surfaces including: carpet, ceramic tile, and concrete.

The proposal requests several criteria, including:

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

## **Custodial Requirements**

### **Primary Service:**

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, polished concrete and stairwells.
- Wet mop ceramic tile, polished concrete and stairwells.
- Run a mechanical floor scrubber over all polished and cement flooring.
- Edge mop where floor machine is unable to reach.
- Vacuum all mats, and carpet.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.

- Spot clean glass as needed.
- Clean and polish desks and counters.
- Dust computers and keyboards.
- Clean chair legs.
- Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

**Restrooms/Locker Rooms:**

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

**Secondary Service:**

**Weekly:**

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

City Equipment Used: Clarke auto scrubber

Proposal Page

**Cedar Falls Visitor's & Tourism Center Cleaning Proposal**

Service Proposals:

Primary Service (Monthly Total): \$624.00

**City Hall Cleaning Proposal**

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.  
(Monthly Total): \$4,500

**Cedar Falls Public Library Cleaning Proposal**

Service Proposals:

Primary Service and Secondary and Limited Service using City supplied equipment.  
(Monthly Total): \$3,268.00

**Cedar Falls Community Center Cleaning Proposal**

Service Proposals:

Primary Service using City supplied equipment  
(Monthly Total): \$770.00

**Cedar Falls Public Works Cleaning Proposal**

Service Proposals:

Primary and Secondary Service using City supplied equipment.  
(Monthly Total): \$1,664.00

**Cedar Falls Hearst Center for the Arts Cleaning Proposal**

Service Proposals:

Primary Service and Secondary Service  
(Monthly Total): \$1,448.00

**Cedar Falls Recreation Center Proposal**

Service Proposal:  
Primary, Secondary and Limited and Day Porter Service using City  
supplied equipment.  
(Monthly Total): \$7,000.00

**Public Safety Cleaning Proposal**

Service Proposals:  
Primary Service and Secondary Service using City supplied equipment.  
(Monthly Total): \$3,000.00



**AGREEMENT FOR CUSTODIAL SERVICES  
Public Buildings  
Cleaning Contract  
Fiscal Year 2020 Extension**

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

1. Fresh Start Cleaning shall provide all labor, chemicals and equipment necessary to perform the services as described in the Building Information and Cleaning Requirements which pages are attached hereto.
2. Fresh Start Cleaning shall be paid in accordance with the Cleaning Proposal Document for the duration of this agreement, beginning Sept. 1, 2019 and ending August 31, 2020.
3. Fresh Start Cleaning shall comply with all the requirements of the Building Information and Cleaning Requirements, for all buildings, a copy of all of which is attached to this Agreement.
4. The City reserves the right to cancel this agreement at any time by giving Fresh Start Cleaning a ninety (90) days advance written notice. Fresh Start Cleaning reserves the right to cancel this agreement at any time by giving the City ninety (90) days advanced written notice.
5. This agreement is for a period not to exceed twelve (12) months. This agreement may be extended on an annual basis for a period not to exceed three (3) years, if mutually agreed upon by both parties.

Dated this 10<sup>th</sup> day of July, 2019

**APPROVED:**  
Fresh Start Cleaning

Candace Wagner  
By: (Signature)

Vice President  
Title

7-10-19  
Date

City of Cedar Falls, Iowa

James P. Brown, Mayor

Jacque Danielsens, MMC, City Clerk



MEMORANDUM

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

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

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, Public Works/Parks Division Manager
DATE: June 28, 2019
SUBJECT: Equipment Purchase

Handwritten signature

The Public Works and Parks Division has a dump truck budgeted for purchase in FY20 utilizing Street Construction Funds. Dump trucks are used for snow and ice control as well as all other aspects of street and park construction/maintenance activities

These units are bid in two phases, Chassis and body components. Bids for each were opened on June 13th and June 20th respectively.

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

Table with 2 columns: Vendor Name and Amount. Rows include Thompson Truck & Trailer Sales (\$76,148.00), Don's Truck Sales (\$76,948.00), and Truck Country of Cedar Rapids (\$77,318.00).

Body

Table with 2 columns: Vendor Name and Amount. Row includes Tri State Truck Equipment (\$77,100.00).

The chassis bid in the amount of \$76,148.00 from Thompson Truck and Trailer was in order and the lowest bid received. Of the 10 Vendors solicited for the body bid, Tri State Truck Equipment was the sole bid received in the amount of \$77,100.00. Tri State Truck equipment has been the successful bidder over the past several years and has performed well for the City.

It is the recommendation of Municipal Operations and Programs Department to pass a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total delivered cost of \$153,248.00 for the complete build. The expenditure is fully funded and as mentioned above will be paid from Street Construction Funds.

Please feel free to contact me if you have questions.


CC: Mark Ripplinger, Director



**MEMORANDUM**

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

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

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Brian Heath, Operations & Maintenance Division Mgr.   
**DATE:** July 8, 2019  
**SUBJECT:** City of Cedar Falls/ CFU Memorandum of Understanding  
For Equipment Usage

Attached for your consideration is a Memorandum of Understanding between the Cedar Falls Utilities and the City of Cedar Falls. The intent of this memo is to identify terms for use of a large CFU dump truck that will be utilized to reduce stockpiled quantities of wood mulch from the City compost site by hauling the material to a private organic farmer located at 1601 Union Road. The truck in question will be more efficient as it can haul two times the quantity of the single axel trucks owned by the City.

It is the recommendation of the Public Works Department to enter into this agreement with the Cedar Falls Utilities for the purpose of utilizing CFU owned equipment.

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

Att.

Cc – Mark Ripplinger  
Chase Schrage



## Memorandum of Agreement

This MEMORANDUM OF AGREEMENT is entered into by and between the City of Cedar Falls, Iowa ("City") and the Municipal Electric Utility of the City of Cedar Falls, Iowa ("CFU").

WHEREAS, the City has a project that requires hauling mulch from the City Compost Facility located at 200 East Main Street Cedar Falls, (Point A) to a private land owner at 1601 Union Road Cedar Falls, (Point B), which is approximately 4.5 miles each way, over the course of two months during the summer of 2019 (hereinafter "Project"); and the City is in need of a large dump truck that is owned by CFU; and

WHEREAS, CFU owns two large dump trucks that would be suitable for the City's Project, specifically Truck #35, a 2006 Sterling LT 7501 Truck with approximately 3200 hours and Truck #39, a 2004 Sterling LT 7501 Truck with approximately 7,038 hours (hereinafter collectively referred to as "Truck"); and

WHEREAS, the City desires to utilize one of the two Trucks that are owned by CFU for this Project; and

WHEREAS, the parties have agreed to execute this Memorandum of Agreement to memorialize the terms and conditions by which the City will utilize the CFU Truck during the summer of 2019.

### IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City will have access to and be able to utilize one of the two Trucks, described above and owned by CFU, for the purpose of hauling mulch from Point A to Point B in July and August. CFU shall determine whether the City utilizes Truck #35 or Truck #39 at all times during the duration of the Project.
2. The City will ensure that all drivers of the Truck are properly licensed and trained. The City and its employees will operate the Truck with the degree of care and skill necessary in the normal course of business.
3. CFU will ensure that the Truck has been properly maintained and is ready for the City to utilize for the Project, as of the date the Project begins.
4. The City shall use a magnetic "City of Cedar Falls" sign to conceal the "CFU" logo on the Truck while the Truck is in City's possession.

5. Upon taking temporary possession of the Truck, the City shall be responsible for all preventative maintenance, repairs and fuel. Any damages to the Truck while it is in City's possession shall be the sole responsibility of the City. Prior to taking temporary possession of either Truck throughout the Project, a representative from the City and CFU shall do an inspection to document the condition of the Truck. An inspection shall be done upon returning the Truck to CFU for any reason during the course of the Project.
6. CFU reserves the right to terminate this Memorandum of Agreement in the event CFU needs Truck #35 and/or Truck #39. CFU's use of the Trucks shall take priority over the City's use of said Trucks.
7. The City shall maintain insurance with the following coverages: commercial general liability of \$2,000,000; Automobile \$1,000,000 combined single limit; workers' compensation statutory limits. CFU shall be named as an additional insured on the commercial general liability and automobile liability policies. The City's insurance shall be primary and non-contributory, with waiver of subrogation endorsements as to all policies.
8. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the City agrees to defend, pay on behalf of, indemnify, and hold harmless each of the Combined Municipal Utilities of the City of Cedar Falls, Iowa, its appointed Trustees, and its Officers, Directors, Managers, Supervisors, and employees 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 any of them 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 City utilizing CFU's Truck as provided above. It is the intention of the parties that CFU, including appointed Trustees, and its Officers, Directors, Managers, Supervisors, employees and volunteers shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the City, its officers, employees, subcontractors, and others affiliated with the City due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the City utilizing CFU's truck, except for and to the extent caused by the negligence of CFU. It is further the intent of the parties that any such negligence alleged or found against CFU including its Trustees, Officers, Directors Managers, Supervisors, employees or any volunteer shall have been covered by the policies of insurance required to be submitted by the City hereunder naming CFU as an additional insured. City shall hold CFU including its Trustees, Officers, Directors Managers, Supervisors, and employees harmless from any loss by virtue of failure to adequately insure such negligence.

The City expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the City utilizing CFU's Truck pursuant to this Memorandum of Agreement, and agrees to pay CFU for all

damages caused to CFU's truck resulting from activities of the City, its officers, employees, subcontractors, and others affiliated with the City.

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

- 9. Waiver of Subrogation: To the extent permitted by law, City shall release each of the Municipal Utilities of the City of Cedar Falls, Iowa, CFU including its Trustees, Officers, Directors Managers, Supervisors, employees and volunteers working on behalf of CFU from and against any and all liability or responsibility to the City or anyone claiming through or under the City by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to City's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Memorandum of Agreement.
- 10. This Agreement will remain in effect until September 1, 2019.
- 11. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by ordinary mail to:
  - a. In case of the City, to the City Clerk, 220 Clay Street, Cedar Falls, IA 50613; and
  - b. In case of CFU, to General Manager, 1 Utility Parkway, P.O. Box 769, Cedar Falls, IA 50613.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

CITY OF CEDAR FALLS, IOWA

MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Ronald Gaines, City Administrator

By \_\_\_\_\_  
Steven E. Bernard, General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

ITEM 13.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines, IA 50266		<b>CONTACT NAME:</b> Jennifer Shanda		<b>FAX (A/C, No):</b> 515-457-8964	
		<b>PHONE (A/C, No, Ext):</b> 515-440-5673			
		<b>E-MAIL ADDRESS:</b> Jennifer_Shanda@AJG.com			
<b>INSURED</b> City of Cedar Falls, Iowa 220 Clay Street Cedar Falls IA 50613	<b>CEDAFAL-01</b>			<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Argonaut Insurance Company			19801	
	INSURER B : Midwest Employers Casualty Company			23612	
	INSURER C :				
	INSURER D :				
	INSURER E :				
			INSURER F :		

**COVERAGES**                                  **CERTIFICATE NUMBER:** 1378789294                                  **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	2902002-04	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2902002-04	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EWC008619	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Cedar Falls Utilities is shown as additional insureds solely with respect to General Liability coverage on a primary and non contributory basis as evidenced herein as required by written contract.

<b>CERTIFICATE HOLDER</b>  Cedar Falls Utilities 1 Utility Pkwy Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Ken Rosenberg</i>
--	--



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Terra Ray, Engineer Tech II  
**DATE:** July 10, 2019  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project  
Project # RC-000-3118  
State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City’s funding years for construction. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Attached are the Claims for Relocation Reimbursement for Parcel 30, 73 and 76. Staff recommends that the City Council state their support in approving the Claim for Relocation Reimbursements.

xc: Stephanie Sheetz, Director  
Chase Schrage, Principal Engineer  
David Sturch, Planner III



**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)-2C-07 Parcel 73

APPLICATION FOR REIMBURSEMENT (Check Applicable Items)

- Moving Payment to Non-Profit Organizations  
  Moving Payment to Business  
 Moving Payment to Farm Operators  
  Advertising Signs  
  Personal Property

1. Name <u>Ultra Spray and Shine d/b/a 1st Street Wash Partners</u>	2. Date Moved _____
<u>Subl. Address</u>	<u>New Address</u>
Street <u>1408 W. 1st Street</u>	Street _____
City <u>Cedar Falls</u> State <u>IA</u> Zip _____	City _____ State _____ Zip _____
<u>Owner Address</u>	
Street <u>4022 Wedgwood Drive</u>	
City <u>Cedar Falls</u> State <u>IA</u> Zip <u>50613</u>	

3. MOVING EXPENSES (INCLUDING STORAGE)	
<input checked="" type="checkbox"/> Personal Property.....	\$ 8,825.97
<input type="checkbox"/> Commercial Moves (Supported by receipted bills).....	\$ _____
<input type="checkbox"/> Self-Moves (Supported by receipted bills or other acceptable evidence of expenses.....)	\$ _____
TOTAL OF ACTUAL MOVING EXPENSES.....	\$8,825.97

4. REESTABLISHMENT EXPENSES	REMAINING ELIGIBLE FUNDS \$ _____
TOTAL OF ACTUAL REESTABLISHMENT EXPENSES.....	\$ _____

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.	
A. Receipted Bills	\$ _____
B. Time Spent in Search _____ hours X \$ _____ per hour	\$ _____
TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION.....	\$ _____

6. MOVING COSTS BASED ON AVERAGE EARNINGS	
A. This payment is in lieu of Item (3), (4) and (5) of this claim.	
B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.	
C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years)	
TOTAL IN LIEU OF ACTUAL MOVING EXPENSES.....	\$ _____

7. PAYMENTS TO BE MADE TO: (if other than claimant)	
NAME & ADDRESS	AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
Assignment(s) or other letters directing these payments shall be on file with: Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010	

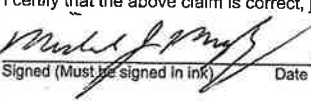
8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.  
**TOTAL AMOUNT OF THIS CLAIM**.....  Final Claim  Not Final Claim **\$8,825.97**

**CITY OF CEDAR FALLS USE ONLY**  
**RELOCATION SECTION APPROVALS**

 6/5/2019  
 Brian DePrez Relocation Advisor Date

\_\_\_\_\_  
 Relocation Payment Auditor Date

**CLAIMANT'S CERTIFICATION**  
 I certify that the above claim is correct, just and unpaid.

 6/14/19  
 Signed (Must be signed in ink) Date



**CLAIM FOR NON-RESIDENTIAL  
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)-2C-07 Parcel 76

APPLICATION FOR REIMBURSEMENT (Check Applicable Items)

- Moving Payment to Non-Profit Organizations   
  Moving Payment to Business  
 Moving Payment to Farm Operators   
  Advertising Signs   
  Personal Property

1. Name <u>Realty Income Corporation</u>	2. Date Moved _____
<u>Subj. Address</u>	<u>New Address</u>
Street <u>1612 W. 1<sup>st</sup> Street</u>	Street _____
City <u>Cedar Falls,</u> State <u>IA</u> Zip _____	City _____ State _____ Zip _____
<u>Owner Address</u>	
Street <u>11995 El Camino Real</u>	
City <u>San Diego</u> State <u>CA</u> Zip <u>92130</u>	

3. MOVING EXPENSES (INCLUDING STORAGE)	
<input checked="" type="checkbox"/> Personal Property.....	\$ 15,059.35
<input type="checkbox"/> Commercial Moves (Supported by receipted bills).....	\$ _____
<input type="checkbox"/> Self-Moves (Supported by receipted bills or other acceptable evidence of expenses).....	\$ _____
..... \$ _____	\$ _____
..... \$ _____	\$ _____
TOTAL OF ACTUAL MOVING EXPENSES.....	\$15,059.35
4. REESTABLISHMENT EXPENSES      REMAINING ELIGIBLE FUNDS \$ _____	
Striping of Parking Lot..... \$ <u>1,012.80</u> .....	\$ _____
..... \$ _____.....	\$ _____
TOTAL OF ACTUAL REESTABLISHMENT EXPENSES.....	\$ 1,012.80
5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION.	
A. Receipted Bills.....	\$ _____
B. Time Spent in Search _____ hours X \$ _____ per hour.....	\$ _____
TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION.....	\$ _____
6. MOVING COSTS BASED ON AVERAGE EARNINGS	
A. This payment is in lieu of Item (3), (4) and (5) of this claim.	
B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment.	
C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years)	
TOTAL IN LIEU OF ACTUAL MOVING EXPENSES.....	\$ _____
7. PAYMENTS TO BE MADE TO: (if other than claimant)	
NAME & ADDRESS.....	AMOUNT
.....	\$ _____
.....	\$ _____
.....	\$ _____
Assignment(s) or other letters directing these payments shall be on file with: Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010	
8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations	
TOTAL AMOUNT OF THIS CLAIM.....	<input checked="" type="checkbox"/> Final Claim <input type="checkbox"/> Not Final Claim    \$16,072.15

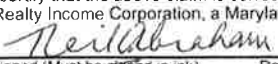
**CITY OF CEDAR FALLS USE ONLY**  
RELOCATION SECTION APPROVALS

 3/14/2019  
 Brian DePrez    Relocation Advisor    Date

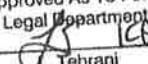
\_\_\_\_\_  
 Relocation Payment Auditor    Date

**CLAIMANT'S CERTIFICATION**

I certify that the above claim is correct, just and unpaid.  
 Realty Income Corporation, a Maryland corporation

 4/30/19  
 Signed (Must be signed in ink)    Date

**Neil Abraham**  
 Executive Vice President and  
 Chief Strategy Officer

Approved As To Form  
 Legal Department  
  
 A. Tehrani



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Benjamin Claypool, Civil Engineer II, EI, PhD
DATE: July 10, 2019
SUBJECT: South Main Street Parking Lot Project
Project No. PL-159-3202
Bid Opening

On Tuesday, July 9, 2019 at 2:00 p.m., bids were received and opened for the South Main Street Parking Lot Project. A total of three (3) bids were received, with K. Cunningham Construction Company, Inc. the low bidder:

Table with 2 columns: Contractor Name and Base Bid. Rows include K. Cunningham Construction Co., Inc. (\$135,515.36), Vieth Construction Corp. (\$136,873.70), and Lodge Construction Inc. (\$157,077.70).

The Engineer's Estimate for this project was \$104,937.00. K. Cunningham Construction Company., Inc. of Cedar Falls, Iowa submitted the low bid in the amount of \$135,515.36. Attached is a bid tab for your reference.

Due to the time of year and contractor's schedules the bids received were significantly higher than anticipated. As a result of the bids, we recommend acceptance of the lowest bid from K. Cunningham Construction Company., Inc. in the amount of \$135,515.36. On August 5th, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development

**SOUTH MAIN STREET PARKING LOT**

**CITY PROJECT NO. PL - 159 - 3202**

**Bid Tab**

**Bid Opening: 2:00 p.m., Tuesday, July 9, 2019**

**ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS  
CITY OF CEDAR FALLS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Engineering Estimate		K. Cunningham Const. Co., Inc		Vieth Construction Corporation		Lodge Construction Inc.	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	TOPSOIL, ONSITE	CY	191.0	\$ 25.00	\$ 4,775.00	\$ 12.00	\$ 2,292.00	\$ 12.00	\$ 2,292.00	\$ 20.00	\$ 3,820.00
2	EXCAVATION, CLASS 10, RPOADWAY, WASTE	CY	645.0	\$ 12.00	\$ 7,740.00	\$ 16.00	\$ 10,320.00	\$ 16.00	\$ 10,320.00	\$ 22.00	\$ 14,190.00
3	SUBGRADE PREPERATION	SY	1177.0	\$ 6.00	\$ 7,062.00	\$ 2.50	\$ 2,942.50	\$ 2.50	\$ 2,942.50	\$ 4.00	\$ 4,708.00
4	SUBGRADE, MODIFIED	SY	1177.0	\$ 7.00	\$ 8,239.00	\$ 9.00	\$ 10,593.00	\$ 9.00	\$ 10,593.00	\$ 11.00	\$ 12,947.00
5	GRANULAR SHOULDER	STA	8.8	\$ 100.00	\$ 880.00	\$ 375.00	\$ 3,300.00	\$ 375.00	\$ 3,300.00	\$ 700.00	\$ 6,160.00
6	MANHOLE ADJUSTMENT, MINOR	EA	1.0	\$ 1,000.00	\$ 1,000.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 1,200.00	\$ 1,200.00
7	PAVEMENT, PCC, 6"	SY	378.6	\$ 55.00	\$ 20,823.00	\$ 44.50	\$ 16,847.70	\$ 48.00	\$ 18,172.80	\$ 45.00	\$ 17,037.00
8	PCC PAVEMENT WIDENING, 6"	SY	505.5	\$ 55.00	\$ 27,802.50	\$ 57.25	\$ 28,939.88	\$ 61.00	\$ 30,835.50	\$ 58.00	\$ 29,319.00
9	TEMPORARY PAVEMENT, HMA, 6"	SY	145.9	\$ 45.00	\$ 6,565.50	\$ 92.25	\$ 13,459.28	\$ 96.00	\$ 14,006.40	\$ 115.00	\$ 16,778.50
10	REMOVAL OF DRIVEWAY	SY	90.0	\$ 10.00	\$ 900.00	\$ 10.00	\$ 900.00	\$ 10.00	\$ 900.00	\$ 22.00	\$ 1,980.00
11	DRIVEWAY, PAVED, PCC, 7"	SY	59.0	\$ 55.00	\$ 3,245.00	\$ 73.50	\$ 4,336.50	\$ 78.00	\$ 4,602.00	\$ 74.00	\$ 4,366.00
12	SIGNAGE	LS	1.0	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 300.00	\$ 300.00
13	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	41.7	\$ 50.00	\$ 2,085.00	\$ 35.00	\$ 1,459.50	\$ 40.00	\$ 1,668.00	\$ 36.00	\$ 1,501.20
14	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	41.7	\$ 50.00	\$ 2,085.00	\$ 200.00	\$ 8,340.00	\$ 215.00	\$ 8,965.50	\$ 200.00	\$ 8,340.00
15	PAINTED SYMBOLS AND LENGENDS	EA	1.0	\$ 100.00	\$ 100.00	\$ 120.00	\$ 120.00	\$ 130.00	\$ 130.00	\$ 125.00	\$ 125.00
16	PAVEMENT MARKINGS REMOVED	STA	39.6	\$ 50.00	\$ 1,980.00	\$ 120.00	\$ 4,752.00	\$ 130.00	\$ 5,148.00	\$ 120.00	\$ 4,752.00
17	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 2,700.00	\$ 2,700.00	\$ 7,000.00	\$ 7,000.00
18	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.2	\$ 7,500.00	\$ 1,125.00	\$ 15,000.00	\$ 2,250.00	\$ 8,500.00	\$ 1,275.00	\$ 8,000.00	\$ 1,200.00
19	RIP RAP, CLASS E	TON	10.8	\$ 50.00	\$ 540.00	\$ 85.00	\$ 918.00	\$ 85.00	\$ 918.00	\$ 80.00	\$ 864.00
20	SILT FENCE OR SILT FENCE DITCH CHECK	LF	35.0	\$ 7.00	\$ 245.00	\$ 15.00	\$ 525.00	\$ 5.00	\$ 175.00	\$ 7.00	\$ 245.00
21	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL DEVICE	LF	35.0	\$ 7.00	\$ 245.00	\$ 12.00	\$ 420.00	\$ 3.00	\$ 105.00	\$ 7.00	\$ 245.00
22	MOBILIZATION	LS	1.0	\$ 2,500.00	\$ 2,500.00	\$ 14,500.00	\$ 14,500.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00
<b>TOTAL STREET RECONSTRUCTION</b>					\$104,937.00		\$135,515.36		\$136,873.70		\$157,077.70
<b>TOTAL SANITARY WORK</b>					\$0.00		\$0.00		\$0.00		\$0.00
<b>TOTAL WATER MAIN REPLACEMENT</b>					\$0.00		\$0.00		\$0.00		\$0.00
<b>TOTAL PROJECT ESTIMATE</b>					<b>\$104,937.00</b>		<b>\$135,515.36</b>		<b>\$136,873.70</b>		<b>\$157,077.70</b>


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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** July 11, 2019

**SUBJECT:** Sands Addition  
 Contract for Completion of Improvements  
 Project No. SU – 173 – 3138

The developer of the above-mentioned project, Jim Sands Construction, LLC, has requested Final Plat approval in order to proceed with the sale of lots in the development. VJ Engineering, the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a performance bond in the amount of \$20,664.00 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the escrow account is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

xc: Chase Schrage, Director of Public Works  
 Stephanie Houk Sheetz, Director of Community Development

**CONTRACT FOR COMPLETION OF IMPROVEMENTS**  
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ James V. Sands \_\_\_\_\_, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named \_\_\_\_\_ Sands Addition \_\_\_\_\_ in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$ 20,664.00 \_\_\_\_\_ which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$20,664.00, issued by Lexon Surety Group, Exhibit "C".
- D. Maintenance Bond in the amount of \$751,650.10, issued by Lexon Surety Group, Exhibit "D."



The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

James V. Sands  
By: James V. Sands  
James V. Sands (name)  
Owner (title)  
"DEVELOPER"

THE CITY OF CEDAR FALLS, IOWA

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

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

(seal)

"CITY"

STATE OF IOWA )  
 ) ss:  
COUNTY OF )

This instrument was acknowledged before me on this 15<sup>th</sup> day of May, 2019, by James V. Sands as Owner of Sands Addition.

Melanie M Fisher  
Notary Public in and for the State of Iowa  
My commission expires: December 15, 2021

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



This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James P. Brown, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires: \_\_\_\_\_

## EXHIBIT "A"

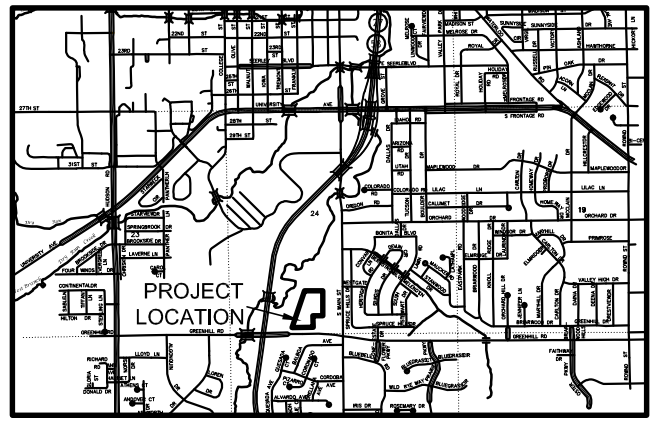
Legal Description: (Doc. 2017-00006805)

Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

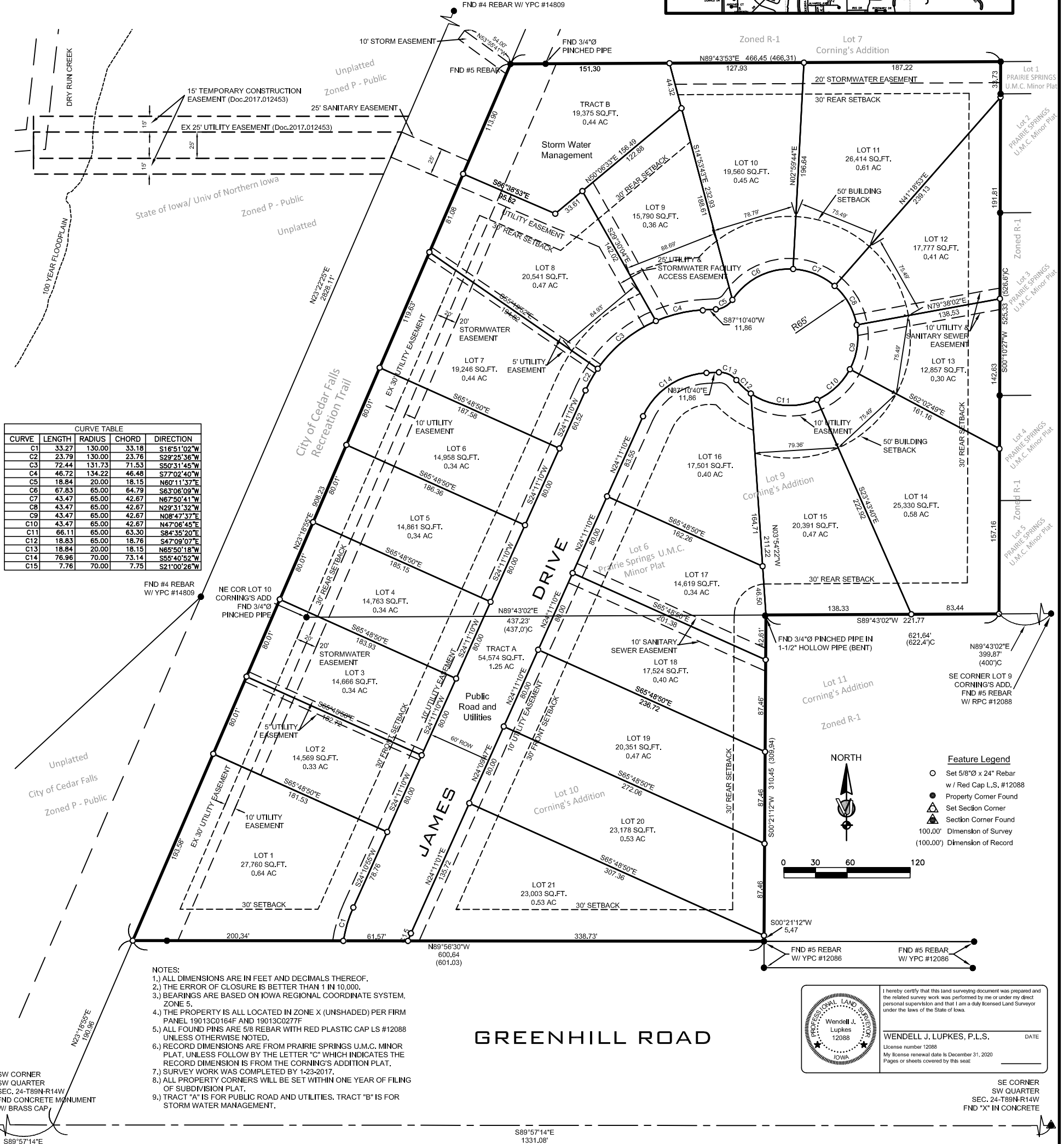
# FINAL PLAT SANDS ADDITION CEDAR FALLS, IOWA

OWNER/ DEVELOPER:  
JAMES SANDS  
5722 TIMBER RIDGE RD  
CEDAR FALLS, IA 50613

CURRENT ZONING:  
R-1 ONE & TWO FAMILY RESIDENTIAL  
FRONT SETBACK = 30 FT  
REAR SETBACK = 30 FT  
SIDE SETBACK = 10% LOT WIDTH  
DEVELOPMENT AREA = 10.78 AC



LEGAL DESCRIPTION: (Doc.2017.006905)  
Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

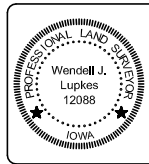
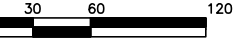


CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	33.27	130.00	33.18	S18°51'02"W
C2	23.79	130.00	23.76	S29°25'36"W
C3	72.44	131.73	71.53	S50°31'45"W
C4	46.72	134.22	46.48	S77°02'40"W
C5	18.84	20.00	18.15	N60°11'37"E
C6	67.83	65.00	64.79	S63°08'09"W
C7	43.47	65.00	42.67	N67°50'41"W
C8	43.47	65.00	42.67	N29°31'32"W
C9	43.47	65.00	42.67	N08°47'37"E
C10	43.47	65.00	42.67	N47°08'45"E
C11	66.11	65.00	63.30	S84°35'20"E
C12	18.83	65.00	18.78	S47°09'07"E
C13	18.84	20.00	18.15	N65°50'18"W
C14	76.96	70.00	73.14	S55°40'52"W
C15	7.76	70.00	7.75	S21°00'26"W

- NOTES:
- 1.) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - 2.) THE ERROR OF CLOSURE IS BETTER THAN 1 IN 10,000.
  - 3.) BEARINGS ARE BASED ON IOWA REGIONAL COORDINATE SYSTEM, ZONE 5.
  - 4.) THE PROPERTY IS ALL LOCATED IN ZONE X (UNSHADED) PER FIRM PANEL 19013C0164F AND 19013C0277F
  - 5.) ALL FOUND PINS ARE 5/8 REBAR WITH RED PLASTIC CAP L.S. #12088 UNLESS OTHERWISE NOTED.
  - 6.) RECORD DIMENSIONS ARE FROM PRAIRIE SPRINGS U.M.C. MINOR PLAT, UNLESS FOLLOW BY THE LETTER "C" WHICH INDICATES THE RECORD DIMENSION IS FROM THE CORNING'S ADDITION PLAT.
  - 7.) SURVEY WORK WAS COMPLETED BY 1-23-2017.
  - 8.) ALL PROPERTY CORNERS WILL BE SET WITHIN ONE YEAR OF FILING OF SUBDIVISION PLAT.
  - 9.) TRACT "A" IS FOR PUBLIC ROAD AND UTILITIES. TRACT "B" IS FOR STORM WATER MANAGEMENT.

**Feature Legend**

- Set 5/8"Ø x 24" Rebar w / Red Cap L.S. #12088
- Property Corner Found
- ▲ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey (100.00') Dimension of Record



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

WENDELL J. LUPKES, P.L.S. DATE \_\_\_\_\_  
License number 12088  
My license renewal date is December 31, 2020  
Pages or sheets covered by this seal: \_\_\_\_\_

SE CORNER SW QUARTER SEC. 24-T89N-R14W FND "X" IN CONCRETE

**SANDS ADDITION**  
**GREENHILL ROAD, CEDAR FALLS, IOWA**


Remaining Work

ITEM NO.	ITEM DESCRIPTION	UNIT	DENVER UNDERGROUND/ PCI			REMAINING WORK	
			BID QUANT.	UNIT COST	TOTAL COST	REMAINING QUANT.	REMAINING COST
01	6 IN. GRANULAR SUBBASE	S.Y.	4,297	\$6.65	\$28,575.05	0	\$0.00
02	PAVEMENT, STANDARD OR SLIP FORM, P.C.C.	S.Y.	3,669	\$32.00	\$117,408.00	0	\$0.00
03	P.C.C. SIDEWALK, 5 IN.	S.Y.	58	\$70.00	\$4,060.00	58	\$4,060.00
04	REMOVE AND REPLACE P.C.C. REC. TRAIL, 5 IN.	S.Y.	37	\$80.00	\$2,960.00	0	\$0.00
05	REMOVE CURB AND GUTTER SECTION	L.F.	82	\$20.00	\$1,640.00	0	\$0.00
06	TOPSOIL, STRIP, STOCKPILE AND SPREAD	C.Y.	9,700	\$20.00	\$194,000.00	150	\$3,000.00
07	EXCAVATION, CLASS 10	C.Y.	7,919	\$2.40	\$19,005.60	0	\$0.00
08	SEWER, STORM, 15 IN. RCP	L.F.	31	\$39.00	\$1,209.00	0	\$0.00
09	SEWER, STORM, 24 IN. RCP	L.F.	275	\$43.00	\$11,825.00	0	\$0.00
10	SEWER, STORM, 30 IN. ARCH PIPE	L.F.	78	\$100.00	\$7,800.00	0	\$0.00
11	SEWER, STORM, 18 IN. PERF. HDPE	L.F.	162	\$46.00	\$7,452.00	0	\$0.00
12	SEWER, STORM, 21 IN. PERF. HDPE	L.F.	31	\$60.00	\$1,860.00	0	\$0.00
13	PIPE APRON, 24 IN., RCP, DR-201	EACH	3	\$1,800.00	\$5,400.00	0	\$0.00
14	PIPE APRON, 30 IN., ARCH RCP, DR-202	EACH	2	\$2,300.00	\$4,600.00	0	\$0.00
15	INTAKE, SW-507	EACH	3	\$3,700.00	\$11,100.00	0	\$0.00
16	INTAKE, SW-509	EACH	4	\$3,300.00	\$13,200.00	0	\$0.00
17	STORM MANHOLE, SW-401 48 IN.	EACH	1	\$2,500.00	\$2,500.00	0	\$0.00
18	SUBDRAIN, PERFORATED, 6 IN.	L.F.	1,619	\$11.50	\$18,618.50	0	\$0.00
19	SUBDRAIN OUTLET, DR-303, 6 IN.	EACH	7	\$140.00	\$980.00	0	\$0.00
20	SEWER, SANITARY, 8 IN. TRUSS PIPE	L.F.	1,768	\$38.00	\$67,184.00	0	\$0.00
21	SANITARY MANHOLE, SW-301 48 IN.	EACH	8	\$3,700.00	\$29,600.00	0	\$0.00
22	SANITARY SERVICE, 4 IN. SDR-35 PVC	L.F.	871	\$28.00	\$24,388.00	0	\$0.00
23	SANITARY WATERTIGHT CAP 8 IN.	EACH	2	\$100.00	\$200.00	0	\$0.00
24	WATER MAIN, 8 IN. DUCTILE IRON	L.F.	991	\$42.00	\$41,622.00	0	\$0.00
25	WATER MAIN, BORING & 16 IN. X 3/8 IN. CASING	L.F.	80	\$260.00	\$20,800.00	0	\$0.00
26	TAPPING IN SLEEVE & VALVE, 12 IN. X 8 IN.	EACH	1	\$3,500.00	\$3,500.00	0	\$0.00
27	MJ GATE VALVE, 8 IN.	EACH	1	\$1,400.00	\$1,400.00	0	\$0.00
28	MJ 22.5° BEND, 8 IN.	EACH	3	\$250.00	\$750.00	0	\$0.00
29	MJ REDUCER, 8 IN. X 6 IN.	EACH	1	\$240.00	\$240.00	0	\$0.00
30	WATER SERVICE, 1-1/2 IN. COPPER	L.F.	929	\$25.00	\$23,225.00	0	\$0.00
31	WATER SERVICE CONNECTION 2/CURB STOP	EACH	21	\$900.00	\$18,900.00	0	\$0.00
32	HYDRANT ASSEMBLY	EACH	4	\$4,000.00	\$16,000.00	0	\$0.00
33	SILT FENCE	L.F.	1,450	\$2.00	\$2,900.00	0	\$0.00
34	SEDIMENT FILTER SOCK	L.F.	60	\$10.00	\$600.00	0	\$0.00
35	REVEITEMENT, EROSION STONE	TONS	20	\$30.00	\$600.00	0	\$0.00

36	SEEDING, FERTILIZING AND MULCHING (ROW)	ACRE	1.2	\$4,200.00	\$4,200.00	1.2	\$4,200.00
37	SEEDING (OUTSIDE ROW)	ACRE	8	\$9,760.00	\$9,760.00	0	\$0.00
38	TYPE A SIGNS, ALUMINUM	S.F.	20	\$500.00	\$500.00	20	\$500.00
39	POSTS, TYPE A SIGNS, STEEL, 2" SQUARE	L.F.	36	\$360.00	\$360.00	36	\$360.00
40	TRAFFIC CONTROL	L.S.	1	\$1,100.00	\$1,100.00	1	\$1,100.00
41	ADA DETECTABLE WARNING PANEL	S.F.	32	\$38.00	\$1,216.00	0	\$0.00
42	SWPPP IMPLEMENTATION & MAINTENANCE	L.S.	1	\$4,000.00	\$4,000.00	1	\$4,000.00
43	CLEARING & GRUBBING	L.S.	1	\$3,500.00	\$3,500.00	0	\$0.00
44	4' X 8' 2" THICK EXTRUDED INSULATION BOARD	EACH	8	\$70.00	\$560.00	0	\$0.00
45	SEWER, STORM, 4 IN. HDPE	L.F.	30	\$25.00	\$750.00	0	\$0.00
43	MOBILIZATION	L.S.	1	\$6,930.20	\$6,930.20	0	\$0.00
43	<b>SPECIAL COMPACTION</b>	S.Y.	<b>4,297</b>	<b>\$1.75</b>	<b>\$7,519.75</b>	0	\$0.00
43	<b>TOPSOIL SPREAD</b>	C.Y.	<b>1,472</b>	<b>\$3.50</b>	<b>\$5,152.00</b>	0	\$0.00
<b>TOTAL</b>				<b>\$751,650.10</b>	<b>\$17,220.00</b>		

x 20% = \$3,444.00

**Bonding Amount \$20,664.00**



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.

**DANIEL M. ARENDS, P.E.** DATE 5/19/19

License number 22647

My license renewal date is December 31, 2020

Pages or sheets covered by this seal: 1-2

Bond No. LICX1165828

**CONTRACT FOR COMPLETION OF IMPROVEMENTS**  
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jim Sands Construction, LLC, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Sands Addition, Greenhill Road, \_\_\_\_\_ in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$ 20,664.00 \_\_\_\_\_ which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$ 20,664.00, issued by Lexon Insurance Company Exhibit "C".
- D. Maintenance Bond in the amount of \$ 751,650.10, issued by Lexon Insurance Company, Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

Jim Sands Construction, LLC

Lexon Insurance Company

By: James V Sands (name)  
owner (title)  
"DEVELOPER"

By: Craig Sherman  
Attorney-in-Fact  
\_\_\_\_\_  
Surety

THE CITY OF CEDAR FALLS, IOWA

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

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

(seal)

"CITY"

STATE OF IOWA )  
 ) ss:  
COUNTY OF )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires: \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by James P. Brown, Mayor, and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa  
My commission expires: \_\_\_\_\_



STATE OF ILLINOIS (
( SS
COUNTY OF COOK (

I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Lexon Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Lexon Insurance Company Incorporated in the State of Texas for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

17th Day of May , 2019

My Commission Expires

[Handwritten Signature: Karen N. Genoff]
NOTARY Karen N. Genoff



POWER OF ATTORNEY

ITEM 16.

LX-1247

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY [Signature] Brian Beggs President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of May, 2019.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SURETY BOND NO. LICX1165829

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, **Jim Sands Construction, LLC**, as Principal (hereinafter the "Principal") and **Lexon 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 **Seven Hundred Fifty One Thousand Six Hundred Fifty & 10/100\*\*\*\*\*** dollars (\$ **751,650.10** ), 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:

**Sands Addition, Greenhill Road, Cedar Falls, Iowa**

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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 17th day of May, 2019.

Countersigned By:

Janet Willard  
Signature of Agent

Janet Willard  
Printed Name of Agent

Bond Brokers, Inc  
Company Name

6160 N. Cicero Ave.  
Company Address

Chicago, IL 60646  
City, State, Zip Code

888-488-2663  
Company Telephone Number

PRINCIPAL:

Jim Sands Construction, LLC  
Principal

By: James V. Sands  
Signature  
OWNER  
Title

SURETY:

Lexon Insurance Company  
Surety Company

By: [Signature]  
Signature of Attorney-in-Fact

Craig Sherman  
Printed Name of Attorney-in-Fact

Bond Brokers, Inc.  
Company Name

6160 N. Cicero Avenue  
Company Address

Chicago, IL 60646  
City, State, Zip Code

888-488-2663  
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

STATE OF ILLINOIS (
( SS
COUNTY OF COOK (

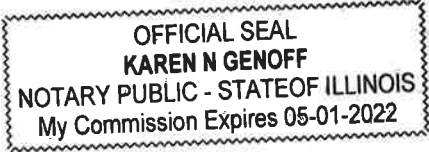
I, Karen N. Genoff A Notary of Public of Cook County, State of Illinois do Hereby Certify that Craig Sherman Attorney in Fact of Lexon Insurance Company Who is Personally Known to me to be the Same Person Whose Name is Subscribed to the Foregoing Instrument, Appeared Before Me This Day in person and Acknowledged That he Signed, Sealed, and Delivered Said Instrument, For and on Behalf of Lexon Insurance Company Incorporated in the State of Texas for the Uses and Purposes Therein Set Forth.

Given Under My Hand and Notarial Seal at My Office in Chicago, Illinois in Said County This

17th Day of May , 2019

My Commission Expires

[Handwritten signature of Karen N. Genoff]
NOTARY Karen N. Genoff



POWER OF ATTORNEY

ITEM 16.

LX- 1247

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY [Signature] Brian Beggs President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of May, 2019.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



**Department of Community Development**

ITEM 17.

City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613  
Phone: 319-273-8600  
Fax: 319-273-8610

**MEMORANDUM**  
*Planning & Community Services Division*

**To:** Honorable Mayor James P. Brown and City Council  
**From:** Lisa Ahern, Planner 1  
**Date:** July 10, 2019  
**Subject:** Waiting List for Section 8 Housing Choice Voucher Program

**INTRODUCTION**

The Waiting List for the Housing Choice Voucher Program (HCV) was closed on September 1, 2018. At that time, there were 386 applications on file. City Council passed a resolution to keep the list closed through July 31, 2019 in order to issue more vouchers and focus on serving existing participants.

**ANALYSIS**

The Housing Commission met on July 9, 2019 to review the status of the Waiting List. Closing the list achieved the desired outcome. It allowed more time for staff to process applications and issue new vouchers for those on the Waiting List. 151 applications have been processed from the Waiting List since it was closed. As of June 30, 2019, there were 235 applicants remaining on the list. Of these applicants, 27 are in the Preference 1 Group, 155 are in the Preference 2 Group and 53 are in the Preference 3 Group.

PREFERENCE	DESCRIPTION	APPLICATIONS
Preference 1	Elderly Households. Disabled Households. Families who Live/Work in Cedar Falls	27
Preference 2	All other Families	155
Preference 3	Single individuals (non-elderly / non-disabled)	53

By July 31, 2019 there will be no applicants remaining in the Preference 1 group. At this time, staff recommends re-opening the Waiting List for a period of six months, starting on August 6, 2019, and closing it again on January 31, 2020.

Limiting the amount of time the Waiting List is open allows staff resources to be more efficiently directed to serving client needs. During the period when the list is open considerable staff time is spent helping people through the application process. When the list is closed, staff can focus more time issuing housing vouchers and helping people find suitable housing. Since the spring and summer months tends to be a busier time for people moving and seeking new housing, it makes sense for the waiting list to be closed during this time and during the fall and winter opening the list to new applicants.



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**MEMORANDUM**  
***Planning & Community Services Division***

If re-opened, applications will be received in person on Tuesdays between 9:00 a.m. and 4:00 p.m. Persons with disabilities may have an application mailed to them if they request a Reasonable Accommodation.

**RECOMMENDATION**

The Housing Commission recommends that the Waiting List for the HCV program open on August 6, 2019 and close on January 31, 2020.

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

**RESOLUTION TO OPEN THE HOUSING CHOICE VOUCHER PROGRAM  
WAITING LIST ON AUGUST 6, 2019**

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

**WHEREAS**, individuals apply for the program and are placed on a waiting list, and

**WHEREAS**, applicants are contacted when their name comes to the top of the list and a final eligibility determination is made at that time for program admission, and

**WHEREAS**, the Waiting List was closed September 1, 2018 and no more applications have been accepted since this time, and

**WHEREAS**, by July 31, 2019 the Waiting List will have no more Preference 1 applicants remaining on the waiting list, and

**WHEREAS**, the City seeks to serve Preference 1 applicants first which include persons who are elderly or disabled, and families who live and work in Cedar Falls.

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

The Waiting List for the Housing Choice Voucher Program will reopen on August 6, 2019 and will remain open until January 31, 2020.

**ADOPTED** this 15<sup>th</sup> day of July, 2019.

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

**ATTEST:**

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, AICP, Planner II
DATE: July 11, 2019
SUBJECT: Sign review of property in the Central Business District Overlay

REQUEST: New signage on storefront

PETITIONER: Riverside Brothers, Inc. DBA Hurling Hatchet

LOCATION: 100 E 2nd Street, Suite 103

PROPOSAL

A new tenant and the property owner of 100 E 2nd Street are requesting a site plan review for a new wall sign and projecting sign at 100 E 2nd Street, Suite 103 in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to install one new wall sign and one new projecting sign on the facade of 100 E 2nd Street for a new business, Hurling Hatchet, locating in Suite 103. The property is located directly east of the 200 block of Main Street on the north side of E 2nd Street, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any "substantial improvement" to an exterior facade, including new signs and awnings. A substantial improvement to properties in the CBD Overlay is defined in Section 26-189 (f) and reads as follows:

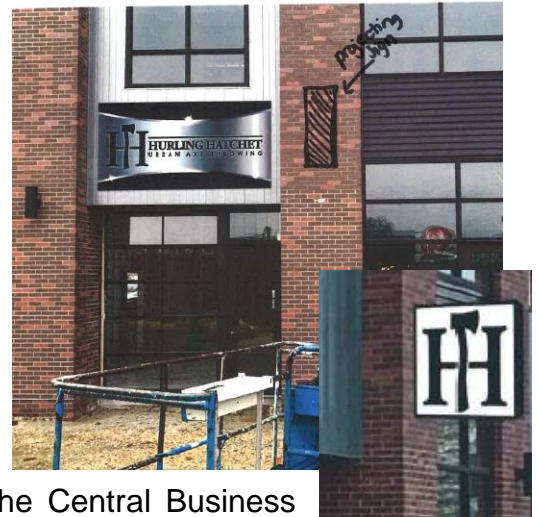
"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements

changes, alterations, modifications or replacement of existing facade material considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

### ANALYSIS

The applicant is proposing to install a 4' x 8' flush mount wall sign and a 30" square blade sign to advertise the new tenant, Hurling Hatchet. Wall signs within the Central Business District cannot exceed ten percent of the total storefront area and all projecting signs shall not exceed 40 square feet per sign face (Section 26-189 (j)). The districts signage size requirements have been met. Both proposed signs will be placed on the south elevation facing E 2nd Street. Two goose neck lights will be used to illuminate the wall sign. The projecting sign will not be lighted. The wall sign will be located above the store's entrance and the projecting sign will be placed next to the entrance 11 feet above the sidewalk and will project 2.5 feet into the right-of-way, see images to the right. All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). The sidewalk at this location is approximately 10 feet wide. The proposed placement of the signs meet city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.



### TECHNICAL COMMENTS

No comments.

### PLANNING & ZONING COMMISSION

Discussion/Vote 7/10/2019 Mardy Holst, Chair, introduced the item. Karen Howard presented the staff report. Commission agreed that the signage meets the signage regulations in the Downtown Overlay and voted 7-0 (Saul, Leeper absent) to recommend approval.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the submitted facade plan for 100 E 2nd Street, Suite 103.

### Attachments:

Details of proposed signage

June 18<sup>th</sup>, 2019

Riverside Brothers, Inc. DBA Hurling Hatchet  
100 E 2<sup>nd</sup> Street Suite 103  
Cedar Falls, IA 50613

To the City of Cedar Falls:

Hurling Hatchet is a new venue coming to the greater main street district of Cedar Falls. We will be opening our business in the new building on 2<sup>nd</sup> street and plan to put up two signs marking our location. See attached for mock up

- 4x8 flush mount sign located on the south side of the building above our entrance door
  - This sign will be illuminated by two goose neck lights mounted above the signs
- 30 inch square blade sign, no lighting

We are requesting approval to move forward with the signs as designed.



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Mark Mayfield - Owner



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Paul Farmer - Owner

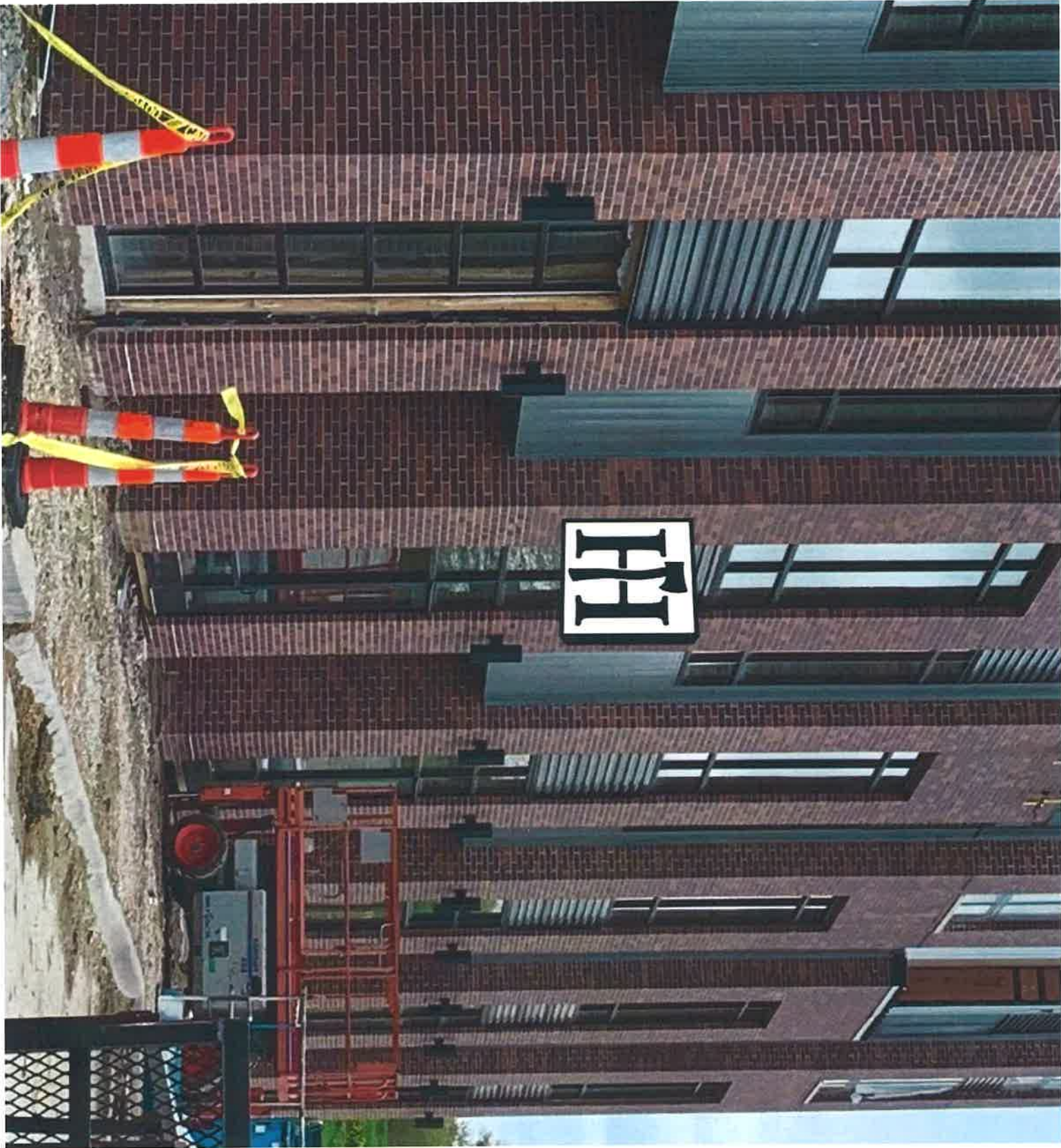


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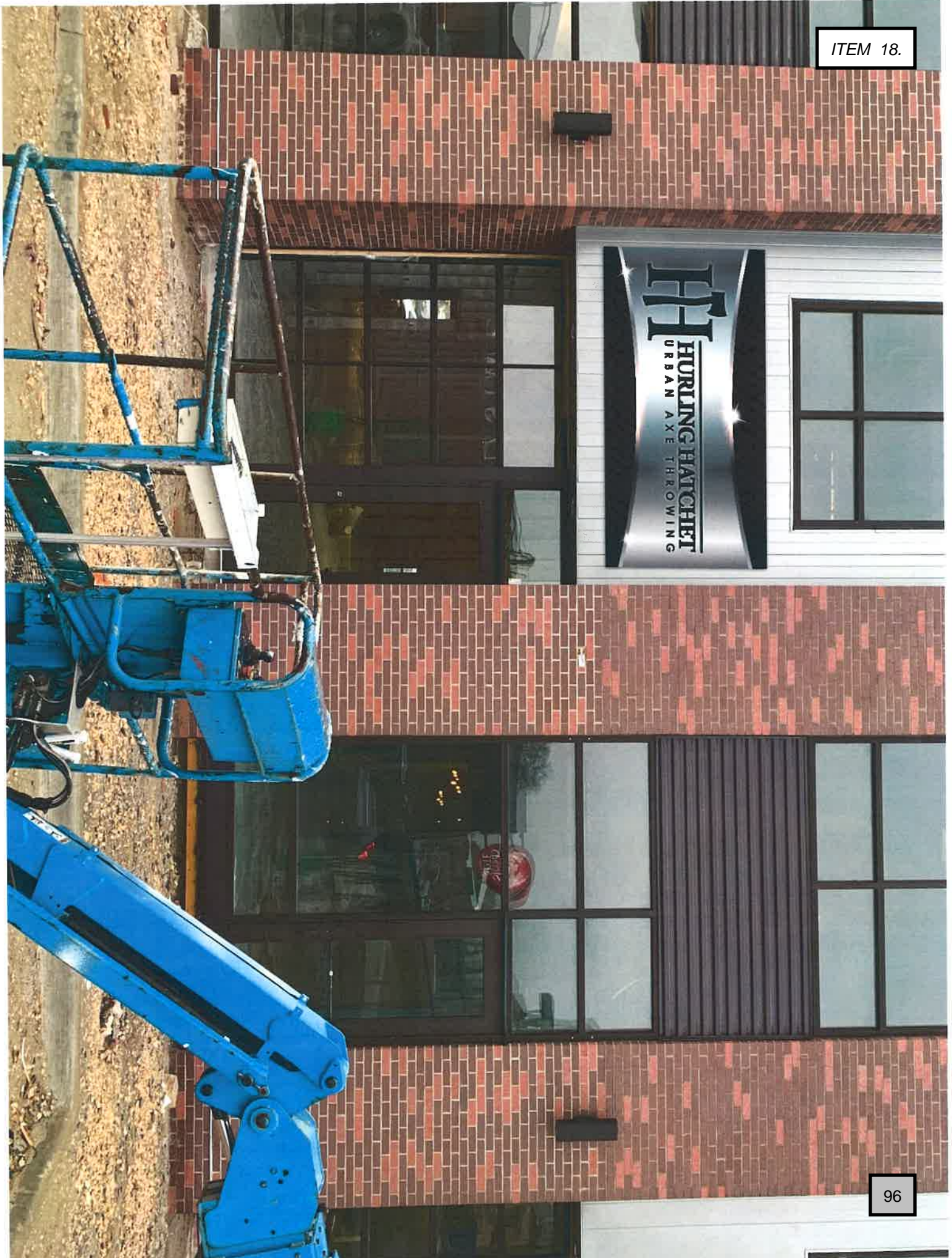
Mark Kittrell - Property Owner

Phone = 319-231-0567

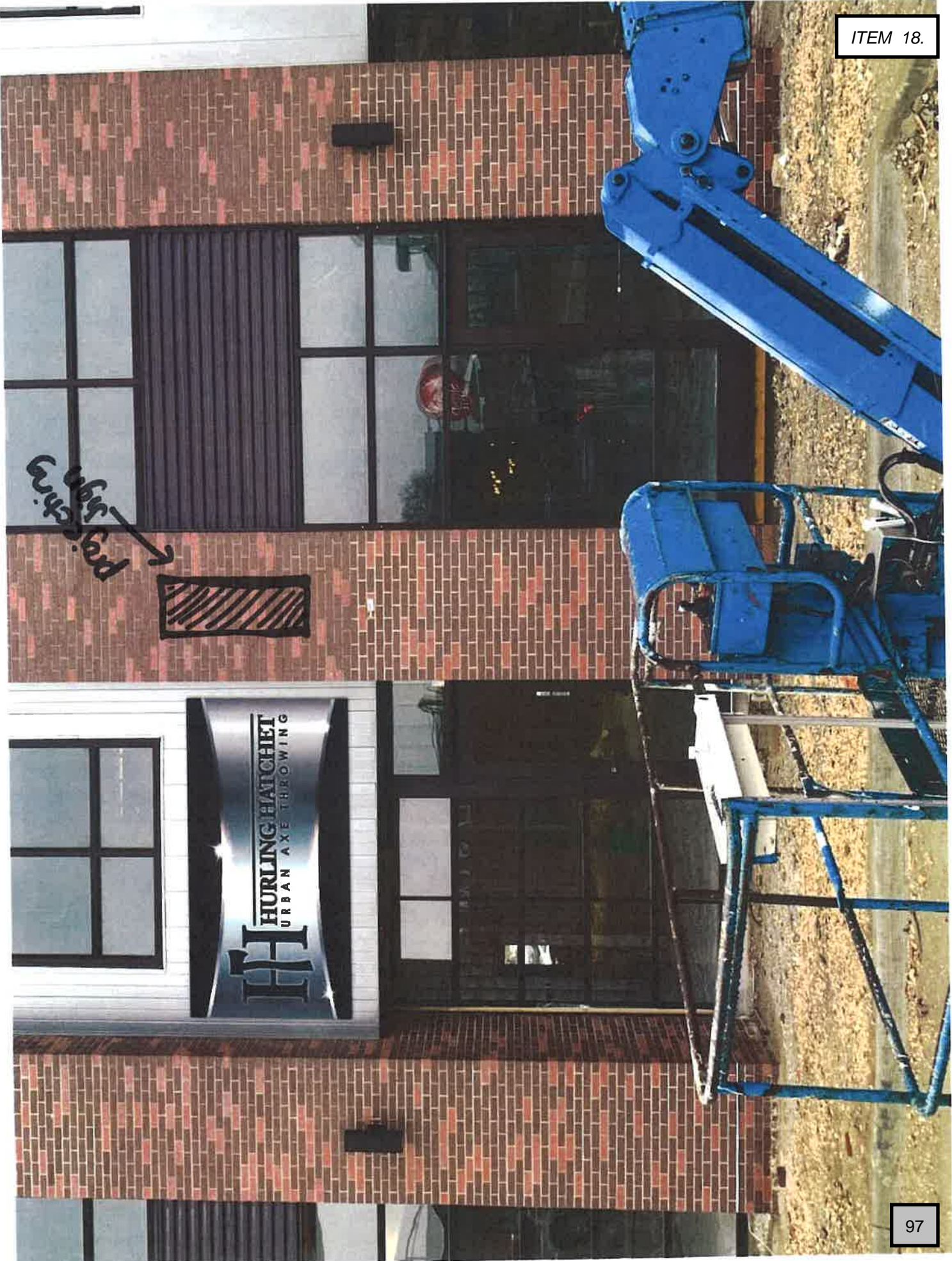




ITEM 18.









## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor and Council  
**FROM:** David Sturch, Planner III  
 Matt Tolan, Civil Engineer II  
**DATE:** July 10, 2019  
**SUBJECT:** Cherrywood Acres Minor Plat

**REQUEST:** Request to approve the Cherrywood Acres Minor Plat Case # MP19-001

**PETITIONER:** Anthony Runyan

**LOCATION:** 4114 High Street

#### PROPOSAL

The property owner at 4114 High Street proposes a lot split to create a lot for a new residential dwelling at the southwest corner of High Street and Union Road. A minor plat is needed to split the original single lot into two lots.

#### BACKGROUND

Cherrywood Acres was created with large rural lots in 1960 when this 56 lot subdivision resided in the county. In 1971, the western and northern portions of Cedar Falls were annexed into the City which included Cherrywood Acres. The house at 4114 High Street was built in 1962. The property is 120 feet wide (north/south) and 160 feet deep (east/west). The house is situated on the west half of the lot, facing north with a driveway onto High Street. There is approximately 100 feet of yard area off the east side of the house.



#### ANALYSIS

4114 High Street is located in the R-1 Residence Zoning District. A single housing unit in R-1 zoning is required to have a lot width of 75 feet and area of 9,000 square feet. The original lot is 23,400 square feet in area. The Minor Plat proposes to create two lots: Parcel F (4114 High

Street) will have an east/west width of 107 feet and a north/south depth of 120 feet with an area of 12,955 square feet. Parcel G will have an east/west width of 92 feet and a north/south depth of 120 feet with an area of 10,441 square feet.

The drawing to the right graphically depicts the lot split and building locations. The building setbacks in the R-1 district require a 30-foot front yard and a 30-foot rear yard area. The side yard areas are 10% of the width of the lot. A 25-foot building line was

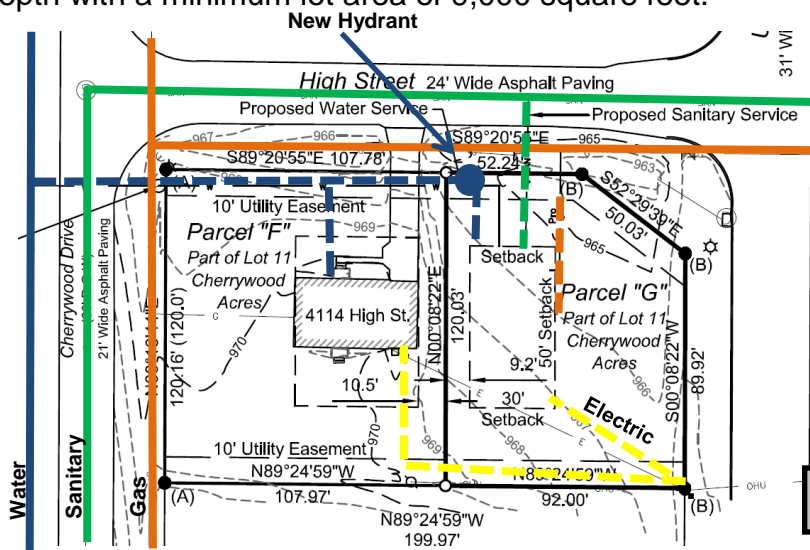
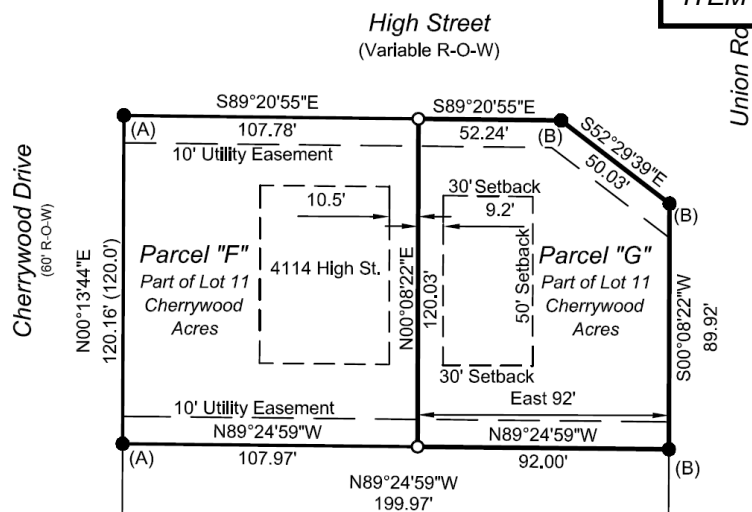
established on the plat to serve as a side yard setback along High Street. Since this is a newly created lot, the current R-1 standards must comply with a 30-foot front yard area as well as the remaining setback areas. The existing dwelling at 4114 High Street and the proposed dwelling on Parcel G satisfied the R-1 district setback standards.

By applying the setbacks on this lot, the potential building area for a new dwelling and attached garage is approximately 1,968 square feet. The building envelope is 60' north/south and 32.8' east/west. This building area is similar in size to other dwellings in the neighborhood. The area of both lots will be half the size of the other lots in the neighborhood. The two parcels will still exceed the minimum R-1 lot area standards of 9,000 square feet. Both lots meet all zoning ordinance requirements if subdivided.

At your last meeting, the Commission requested information regarding the potential for additional lot splits in Cherrywood Acres. After reviewing the original Cherrywood Acres plat, there appears to be only one additional lot that has the characteristics to meet the setback requirements for a lot split. However, extension of a street and other infrastructure would be necessary, which may prove cost prohibitive. This was a high level analysis based on the assumption that existing homes and garages would not be torn down to accomplish a lot split. It should also be noted that the City will not allow lots splits that would require new driveway curb cuts on to Union Road. By applying the R-1 setback standards, any new lot along with the existing dwelling must satisfy the 30-foot front yard and rear yard setback requirements. Also, the lots must be at least 100 feet in depth with a minimum lot area of 9,000 square feet.

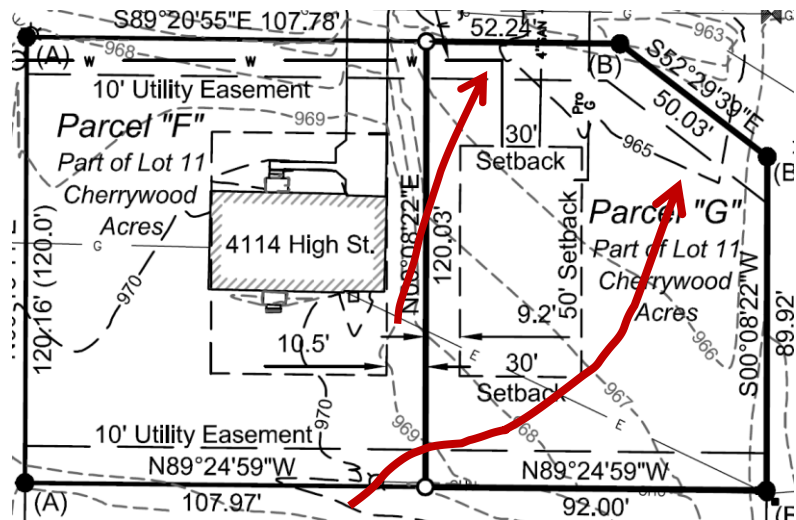
**TECHNICAL COMMENTS**

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed plat. The following items listed below are the technical comments for the development of this plat and proposed home. The solid lines on the plat represent the existing utility service locations and the dashed lines represent the proposed utility service lines.



1. The existing underground electric line from the southeast corner of the lot to the existing house must be relocated and buried within the 10-foot utility easement along the south lot line.
2. The existing 12" water main lies along the west side of Cherrywood Drive. The plat shows a new water main extension off the existing main extending to a hydrant located east of the existing driveway at 4114 High Street. According to the CFU and Fire Department policy for new development, the water main must be extended to the middle of the lot along High Street for the hydrant, as shown on the previous page. This will provide water service to both the existing dwelling at 4114 High Street and the proposed dwelling. Final fire hydrant and valve placement locations will be part of the construction review.
3. Sanitary sewer service will be connected to the existing sewer on High Street.
4. Gas service will be connected to the existing gas line on High Street.
5. The Cherrywood Acres subdivision was developed with a rural roadway cross-section with no curb and gutter. There are ditches alongside the roadway that carry the stormwater through pipes under the driveways and in field tiles. The proposed driveway will have a culvert for the stormwater in the ditch. If the owner discovers a buried field tile during the construction of the home, that tile must be relocated and rerouted around the building's foundation.
6. The proposed driveway off of High Street must be at least 75 feet from the west edge of Union Road.
7. There will be no access onto Union Road.

The existing lot slopes from the southwest to the northeast. The ground elevation at the southwest corner of the proposed lot is 969'. This grade drops to 965' near the northeast corner of the lot. All runoff will be directed to the ditch at the corner of Union Road and High Street. The finish grade around the proposed home must follow these drainage patterns. The grading of the property must be done so that it does not affect the adjacent lot or adjacent roadway. The existing ditch along High Street and Union Road must not be disturbed.



The property is located outside the floodplain overlay district.

A notice of this minor plat was mailed to the property owners/residents in the Cherrywood Acres subdivision on July 10, 2019.

### PLANNING & ZONING COMMISSION

Discussion 6/12/2019	The first item of business was the Cherrywood Acres Minor Subdivision Plat. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the plat is located at the northwest corner of Union Road and 12 <sup>th</sup> Street in the R-1 zoning district. He discussed lot and setback requirements, as well as utility needs, including water, electric, gas, sanitary sewer and drainage
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maintenance. This proposal satisfies R-1 lot standards and meets the required zoning ordinances. He explained that the item is just being presented at this time for discussion and comments.

Tony Runyan (petitioner), 4114 High Street, stated that he would like to build a new home as his family is growing. He discussed to need compromises with issues with an issue with a fire hydrant.

The following comments came from the property owners in the neighborhood.

- Susie Sigworth at 1028 Cherrywood Drive. She noted her concern with two homes abutting her property as well as the loss of her view. She also stated that people outside of the 200' proximity to Mr. Runyan's property were not notified and she is concerned that many people in the area don't know what is being planned.
- Mark Sigworth at 1028 Cherrywood Drive. He discussed the proportional spacing in the area and potential congestion in the neighborhood. He doesn't believe it aligns with the rest of the neighborhood. He also believes the field of view will be significantly reduced and doesn't believe this plan aligns with the beautification plan for the City. He discussed potential water runoff issues.
- Bruce Adkins at 4201 Newland Drive. He understands why Mr. Runyan would like to build a new home, but feels that the Deed Restrictions for the neighborhood may not allow for the proposed project. He also questioned whether there is a plan to create four lanes in that area of Union Road, as it would be too close to a house.
- Abby Wood at 4213 Newland Drive. She stated that she and her husband share the same concerns about curb appeal and the precedent that would be set if the project is allowed.
- Sam Runyan at 4110 W. 1<sup>st</sup> Street. He stated that the lot is unique to the area.
- Mark Sigworth stated that the lot is not unique to the original lots from 1960.
- Lisa Vry at 1017 Columbine Drive. Has a concern with stormwater drainage.
- Delbert Carpenter at 1005 Cherrywood Drive. He stated he would really hate to see the family leave the neighborhood. He is a great neighbor and he understands why they would like to build a new house.
- John Runchey at 920 Columbine Drive. He noted that it is a unique neighborhood and suggests considering tearing the house down that is currently there and rebuild in that location. He doesn't want to see the neighborhood subdivided.

The comment period ended and the commission provided some comments and questions. Ms. Prideaux asked about the Deed Restriction document and what kind of impact it would have on the decision. Mr. Sturch clarified that it is a private covenant between the neighbors and they would have to investigate and make a determination from their representation on whether it can be split.

Mr. Holst asked about the setback requirements of this property in comparison to Mr. Sigworth's property. It was clarified that they have the same requirements. Mr. Larson voiced concerns that there would not be much room to build. He doesn't believe the proposal fits in that area, and would create more of an opportunity to create more lot splits.

Mr. Leeper voiced concerns with how tight the lot will be, particularly if there is expansion to Union Road. He doesn't believe there will be much changing the precedent as it is not possible in many locations.

Ms. Saul asked why the City is asking for another hydrant and water main. Sturch explained that it is a service policy from CFU. Ms. Howard stated that at the next meeting questions could be addressed about precedence. Ms. Prideaux asked if water runoff could be discussed at the next meeting as well.

Mr. Larson stated he is a big fan of separating old double lots and infill, however he doesn't see how this particular lot will work.

The Commission will discuss the item at the next Planning and Zoning Commission meeting.

Discussion/Vote  
6/26/2019

Chair Holst introduced the Cherrywood Acres Minor Plat and Mr. Sturch provided background information. He noted that the property is in the R-1 Zoning District and provided lot and setback requirements, utility needs (water, electric, gas & sanitary sewer), and grading information. He discussed the potential for future lot splits and noted that there appears to be only one instance where it might be possible to split the lot and meet all other zoning requirements and in that case they would have to pave a new street segment. He also noted that new driveways would not be allowed along Union Road, which is an arterial street, so there would not be opportunities to split lots where the only frontage for a new lot would be Union Road. He summarized other State and City codes and guidelines used in the decision making process. Ms. Howard addressed the question of why certain areas have to meet specific design standards and in this subdivision there are no design standards. She noted that the Pinnacle Prairie development was mentioned. That area is zoned MU, where conditions must be met to comply with the master plan, but in the R-1 District, there are not specific design standards that apply. Mr. Sturch noted that notifications were sent out to property owners in a broad area of the surrounding subdivision. Staff recommends approval.

Chair Holst asked if any of the Commission members have been approached and need to disclose any conversations. Mr. Wingert stated that he was not at the last meeting and had a conversation with Mr. Runyan about what he wanted to do for the plan on the house.

Tony Runyan, 4114 High Street, (applicant) stated that he is trying to build a home for his family and that he meets all ordinances and codes and has met all the technical comments.

There were several neighbors that addressed the Commission and a summary of their comments are as follows:

- Chad Schoneman, 4307 Cherrywood, stated that he believes that character of this proposed subdivision does not fit with the existing Cherrywood Acres subdivision. He asked about the private covenant agreement and stated that it is still active and wanted to know if staff would consider requesting the Commission or Council require a Statement of Character be added to Lot 11.

Mr. Sturch explained that the Deed of Dedication does outline the developer's wishes of how they want to set up a subdivision, but it is up to each individual subdivision/developer to decide how they would like it set up. Ms. Howard added that the City does not enforce private covenants as they are a private matter, as they are not related to City requirements.

- Susie Sigworth, 1028 Cherrywood Drive, is concerned that a new house would block their view to the north. She stated that there are lots large enough to split and does not want to see that happen, and feels that if one person is allowed to split their lot it will become an issue.
- Mark Sigworth, 1028 Cherrywood Drive, asked about the water drainage around the proposed house and along Union Road. The grade along Union Road would force the water to the northeast corner of the lot. He also stated that he doesn't believe the house will fit with the character of the area.
- Del Carpenter, 1005 Cherrywood Drive, stated his support for Mr. Runyan and his project. He feels that the neighborhood is known for being welcoming and encouraging and would like to keep him in the neighborhood.
- Kirk Anderson, 919 Cherrywood Drive, asked that assurance is provided that whatever tile that is disturbed will be replaced or fixed by the City.
- Carol Hansaker, 1120 Cherrywood Drive, doesn't believe it fits in with the neighborhood. She feels that the placement of the home will be too close to Union Road and the noise from the traffic can be a concern for the resident living there.
- Mr. Runyan came forward again and stated that he has had neighbors contact him in support of the project but they are concerned with the backlash from neighbors. He also doesn't feel that his home would be considered "tiny" and believes it will bring property values up.

Mr. Leeper asked whether it was staff's opinion that the character of the development clause doesn't really apply here. Mr. Sturch explained that the character is tied into the idea of the intent of the development, so if there are additional factors that the Commission would like to add into the Deed of Dedication those are things the Commission may add as long as they meet the R-1 Zoning standards and are consistent with the plat requirements. Ms. Howard advised that the Commission is free to discuss the character of the development but they need to state clearly why a specific condition should be imposed on these particular lots versus other lots and if they vote to deny the project, they need to articulate their reasons why it doesn't meet the standards and what it is about the character that warrants a vote for denial.

Mr. Wingert asked about a comment made about the Commission's opportunity to change covenants and wanted clarification as to whether they can change such an agreement. Ms. Howard stated that the private covenants are a private agreement between the developer and the current homeowners and the Commission cannot change them. He also asked if the covenants automatically reinstate at the time of expiration. Ms. Howard noted that the homeowners should consult their private attorneys as this is a private matter.

Mr. Holst noted his struggle with the decision due to the character and lot sizes. Ms. Adkins agreed with Mr. Holst's statement.

Ms. Saul looked at the properties and noted that in terms of line of sight and view, she saw other properties in the neighborhood that have detached double garages that impede views, so didn't see how this would be different.

Mr. Larson stated that any water issues can be addressed and maintained doesn't feel there is a problem. While he did have concern with the width of the building, there doesn't appear to be anything that would impede the development that would allow the Commission to intervene. He also noted that he drove by and saw how dense the trees are in the area and didn't feel it would be a sore thumb.

Mr. Wingert stated that the owner has personal property rights and felt that the way he was treated by the other neighbors was uncalled for.

Mr. Holst noted that while he does understand the things that may seem to be undesirable, he also does not feel that there is a lot of opportunity to subdivide further lots in the area.

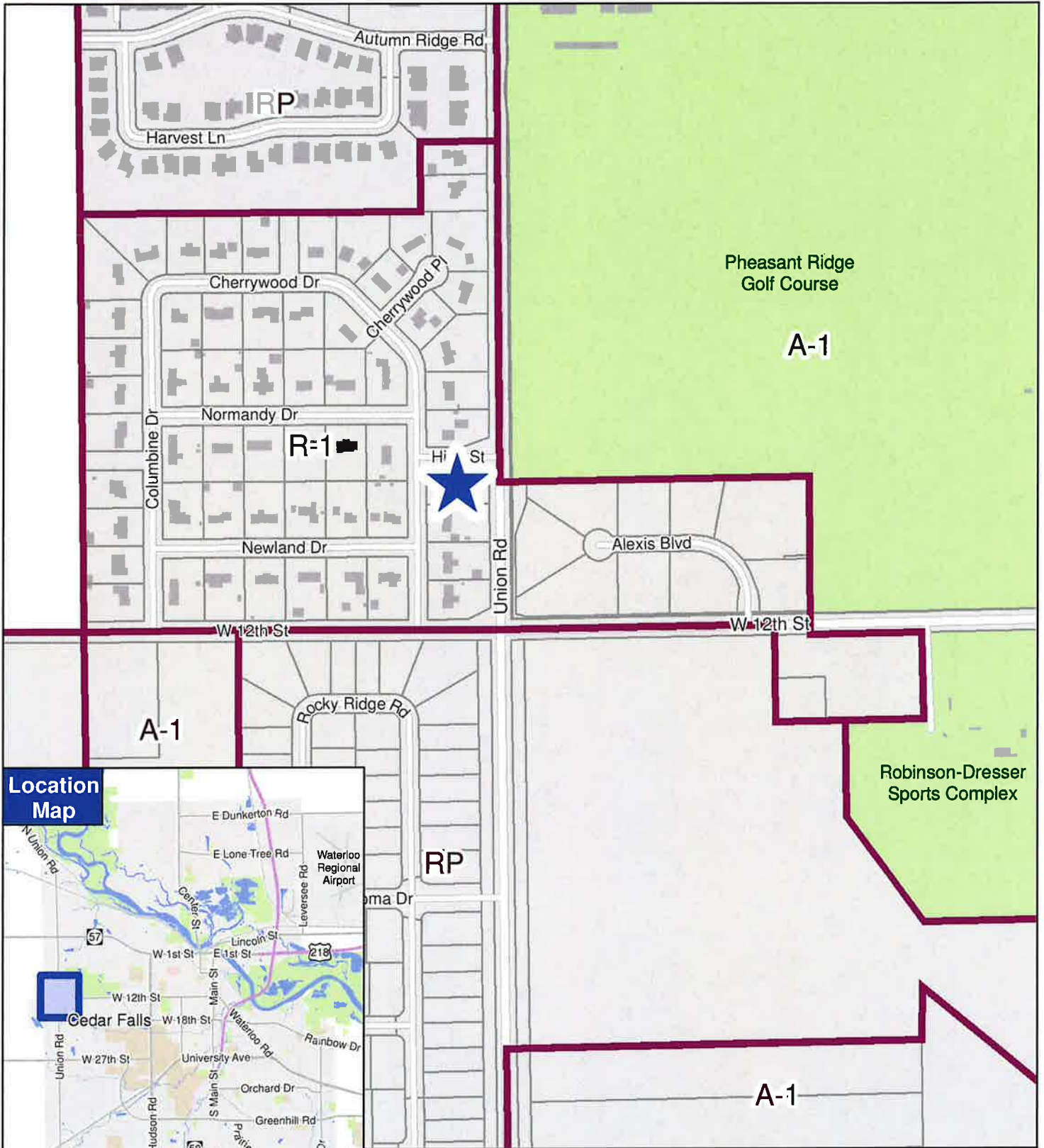
The discussion ended and the Planning and Zoning Commission recommended approval of the Cherrywood Acres Minor plat based on staff recommendations.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the Cherrywood Acres Minor Plat with the following conditions:

1. Extend the water main across the north lot line for the placement of the hydrant east of the existing driveway.
2. The existing home must be connected to the water main.
3. Any comments or direction specified by the City Council.
4. Conform to all city staff recommendations and technical requirements.





**Location Map**



**Cherrywood Acres Minor Plat**

scale	1" = 60'
drawn by	WJL
date	5-3-19

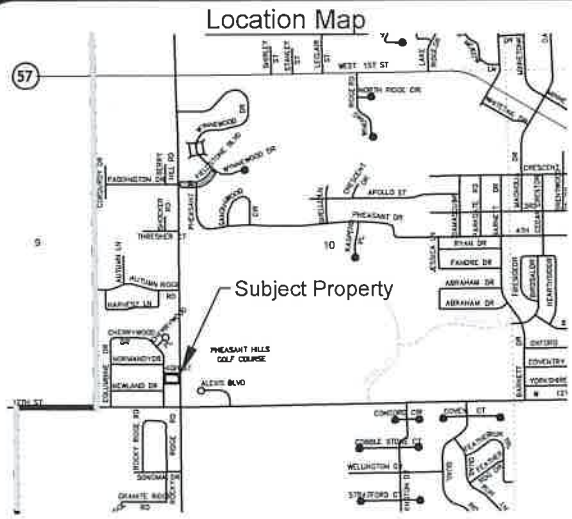
VJ Engineering  
1501 Technology Parkway  
Cedar Falls, Iowa - 319-266-5829



Cherrywood Acres Minor Plat  
Division of Lot 11, Cherrywood Acres

# Plat of Survey Cherrywood Acres Minor Plat

Cedar Falls, Iowa  
Lot 11, Cherrywood Acres  
Black Hawk County, Iowa



**Index Legend**  
Description: Lot 11, Cherrywood Acres  
Surveyor: Matthew Kofta, PLS 22561  
Company: VJ Engineering  
1501 Technology Parkway, Suite 100  
Cedar Falls, IA 50613  
319-266-5829  
Proprietor: Anthony M. & Sandra Runyan  
Survey Requested by: Anthony Runyan

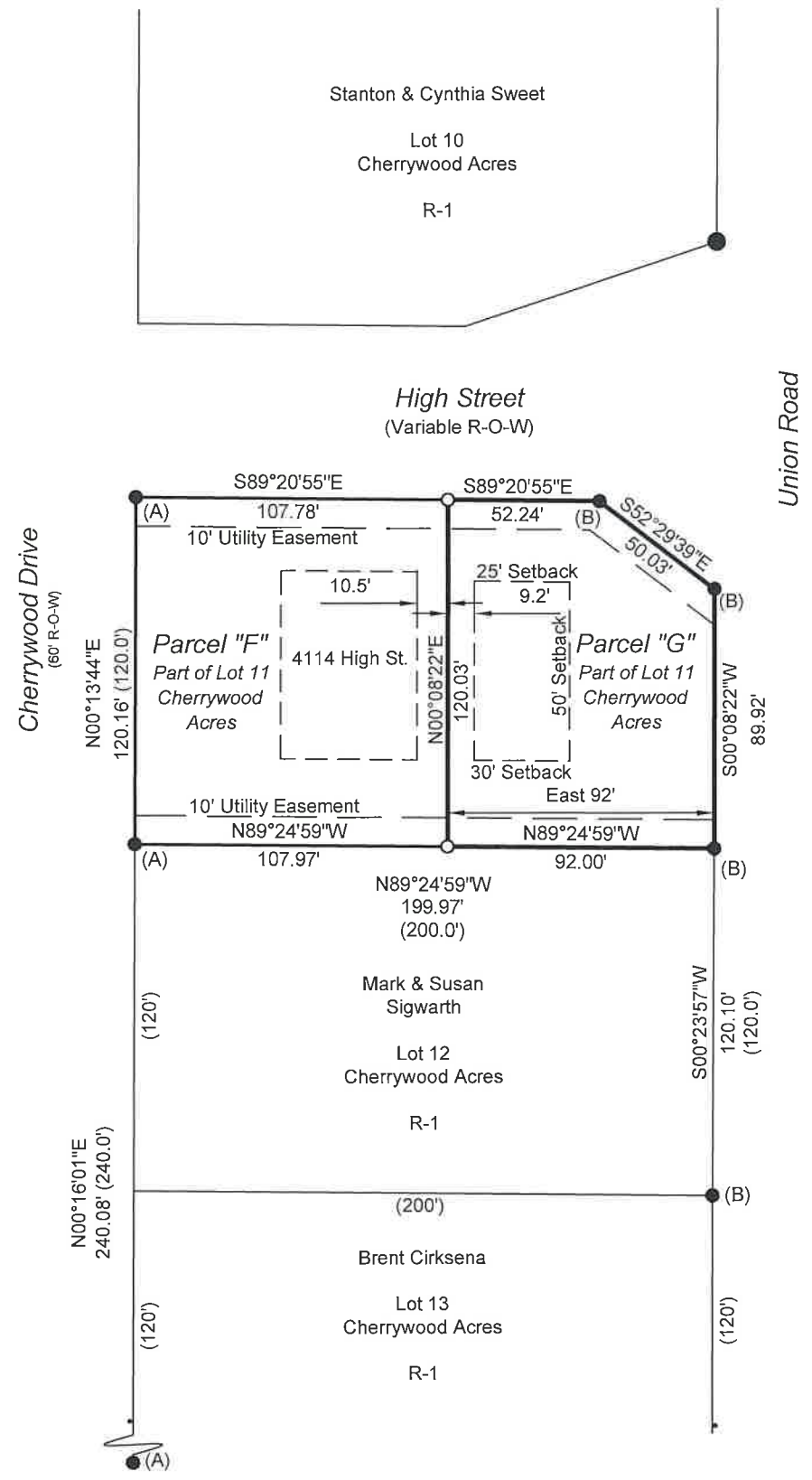
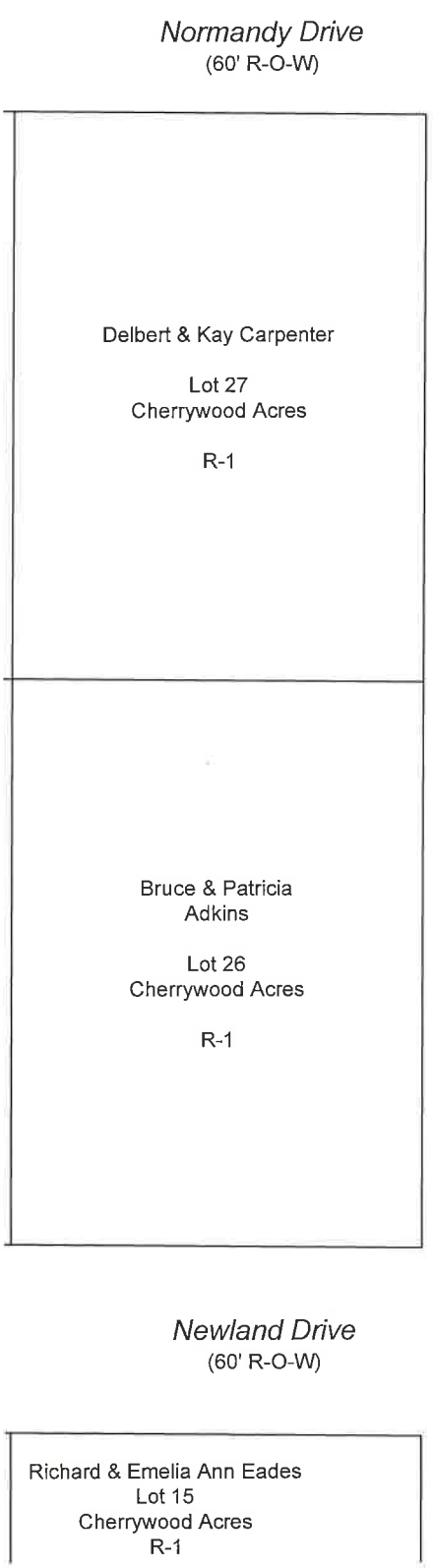
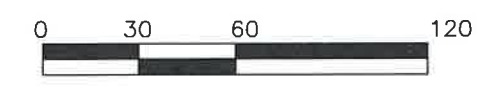
**Parcel "F" Legal Description:**  
Lot No. 11 in Cherrywood Acres in Black Hawk County, Iowa, except the East 92 feet and except that part conveyed to the City of Cedar Falls, Iowa for Union Road right-of-way in 591 CLD 82.

**Parcel "G" Legal Description:**  
The East 92 feet of Lot No. 11 in Cherrywood Acres in Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls, Iowa for Union Road right-of-way in 591 CLD 82.

**Feature Legend**

- Set 5/8"Ø x 24" Rebar w / Orange Cap L.S. #22561
- Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found

100.00' Dimension of Survey  
(100.00') Dimension of Record



Reserved for County Recorder's Use

This Plat of Survey been reviewed by the City of Cedar Falls, Iowa.  
Signature of City of Cedar Falls, Iowa Ordinance Administrator. Date

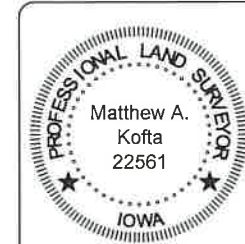
**Owner/Subdivider:**  
Anthony Runyan  
4144 High Street  
Cedar Falls, IA 50613

**Current & Proposed Zoning**  
R-1 Residence District

**Parcel Area Tabulation**  
Parcel "F": 12,955 Sq. Ft. (0.30 acres)  
Parcel "G": 10,441 Sq. Ft. (0.24 acres)

**Found Corner Monument Legend:**  
(A) - Found 1"Ø Pinched Pipe  
(B) - Found 1/2"Ø Rebar w/Yellow Cap #2697

- Notes:**
- 1.) The South line of Lot 11 was assumed to bear N89°24'59"W, utilizing the Iowa Regional Coordinate System, Zone 5.
  - 2.) All dimensions are in US Survey feet and decimals thereof.
  - 3.) The error of closure is better than 1:10,000
  - 4.) Proprietor: Anthony M. & Sandra Runyan
  - 5.) Survey Requested by: Tony Runyan
  - 6.) Field work was completed: 4-12-2019
  - 7.) Parcel letters "F" and "G" assigned by County Auditor.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
Matthew A. Kofta, P.L.S. 7/12/19  
License number 22561  
My license renewal date is December 31, 2020  
Pages or sheets covered by this seal: 1

**Plat of Survey**  
**Cherrywood Acres Minor Plat**  
**Cedar Falls, Iowa**

Lot 11, Cherrywood Acres, Black Hawk County, Iowa

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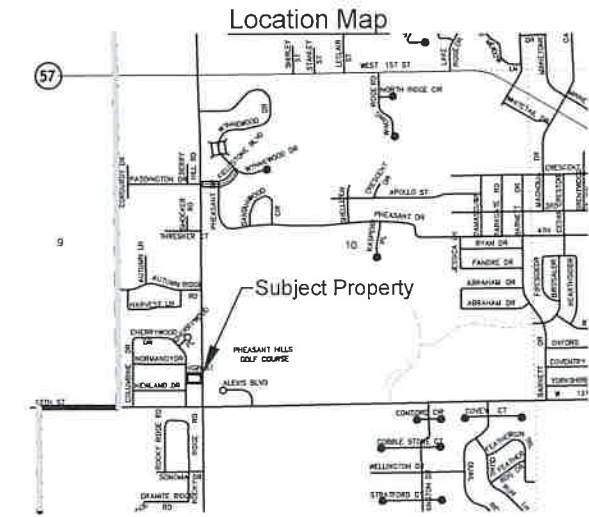
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**Feature Legend**

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- Property Corner Found
- △ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey
- (100.00') Dimension of Record

NORTH



Current & Proposed Zoning  
 R-1 Residence District

Owner/Subdivider:  
 Anthony Runyan  
 4144 High Street  
 Cedar Falls, IA 50613

Parcel Area Tabulation

Parcel "F": 12,955 Sq. Ft. (0.30 acres)  
 Parcel "G": 10,441 Sq. Ft. (0.24 acres)

Notes:

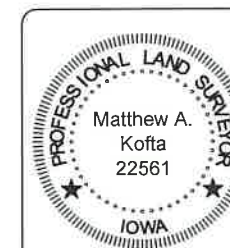
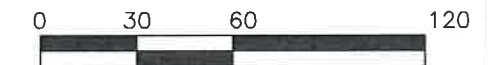
- 1.) Underground Electric Service to 4114 High Street to be relocated to 10' utility easement along the South side of Lot 11.
- 2.) Underground Tile across Parcel "G" to be relocated prior to construction of a new residence.
- 3.) Proposed grading changes to subject parcel are not to impact adjacent properties.
- 4.) Soil Types per NRCS Web Soil Survey  
 Klinger-Urban 87.4%  
 Tripoli-Urban 12.6%

Found Corner Monument Legend:

- (A) - Found 1"Ø Pinched Pipe
- (B) - Found 1/2"Ø Rebar w/Yellow Cap #2697

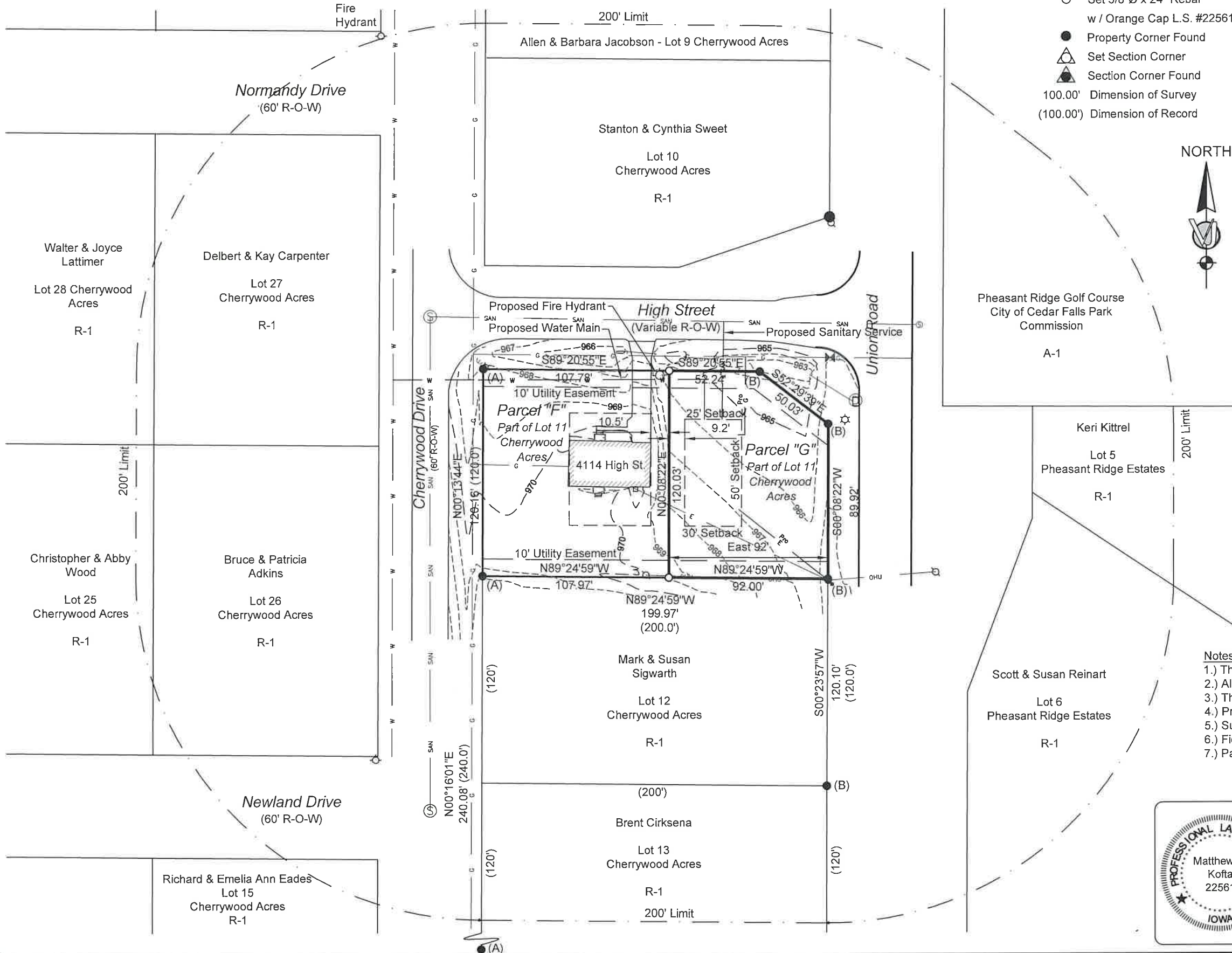
Notes:

- 1.) The South line of Lot 11 was assumed to bear N89°24'59"W
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Proprietor: Anthony M. & Sandra Runyan
- 5.) Survey Requested by: Tony Runyan
- 6.) Field work was completed: 4-12-2019
- 7.) Parcel letters "F" and "G" assigned by County Auditor.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Matthew A. Kofta*  
 Matthew A. Kofta, P.L.S.  
 License number 22561  
 My license renewal date is December 31, 2020  
 Date: 7/18/19  
 Pages or sheets covered by this seal: 1



ITEM 19.

scale	1"=60'
drawn by	WJL
date	5-3-2019
revisions	

VJ Engineering  
 1501 Technology Parkway  
 Cedar Falls, Iowa - 319-266-5829

Cherrywood Acres Minor Plat  
 Division of Lot 11, Cherrywood Acres

**OWNER'S STATEMENT OF RESTRICTIONS  
FOR  
CHERRYWOOD ACRES MINOR PLAT,  
CEDAR FALLS, IOWA**

We, **Anthony M. Runyan and Sandra Runyan**, being the legal titleholder of the real estate legally described as follows:

**Lot No. 11 in Cherrywood Acres in Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls, Iowa for Union Road right-of-way in 591 CLD 82.**

and being desirous of selling and dividing said real estate into separate parcels upon approval of this **Cherrywood Acres Minor Plat**, by the City of Cedar Falls, do hereby submit the following statement of proposed restrictions and easements:

**RESTRICTIONS**

1. The zoning and building requirements for the parcels included in the Cherrywood Acres Minor Plat shall be as required by the R-1 (One and Two Family Residential) Zoning District of the Zoning Ordinance of Cedar Falls, Iowa.
2. No further subdivisions of the property will be allowed unless the subdivision of the property is approved by the City of Cedar Falls, Iowa.

**EASEMENTS**

The owners do hereby grant and convey to the City of Cedar Falls, Iowa, its successor and assigns, and to any private or municipal corporations, firms or persons furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual non-exclusive easements across, on and/or under the property in the specific locations shown on the attached plat.

All recorded easements affecting the subject property prior to this platting shall be recognized as continuing in effect and service and shall not be considered rescinded by this platting.

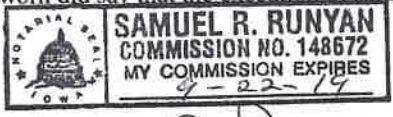
WITNESSETH our hands, the undersigned, as our statement on intention for the **CHERRYWOOD ACRES MINOR PLAT, CEDAR FALLS, IOWA**

Anthony M. Runyan  
Anthony M. Runyan

Sandra J. Runyan  
Sandra Runyan

STATE OF IOWA )  
)ss  
COUNTY OF BLACK HAWK )

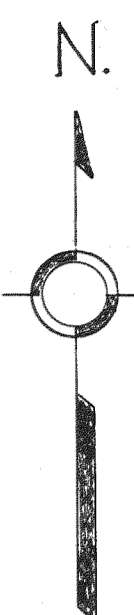
On this 12 day of June, 2019, before me, a Notary Public in and for the said State, personally appeared Anthony M. Runyan and Sandra Runyan, to me personally known, who being by me duly sworn did say that the execution of said instrument to be his voluntary act and deed.



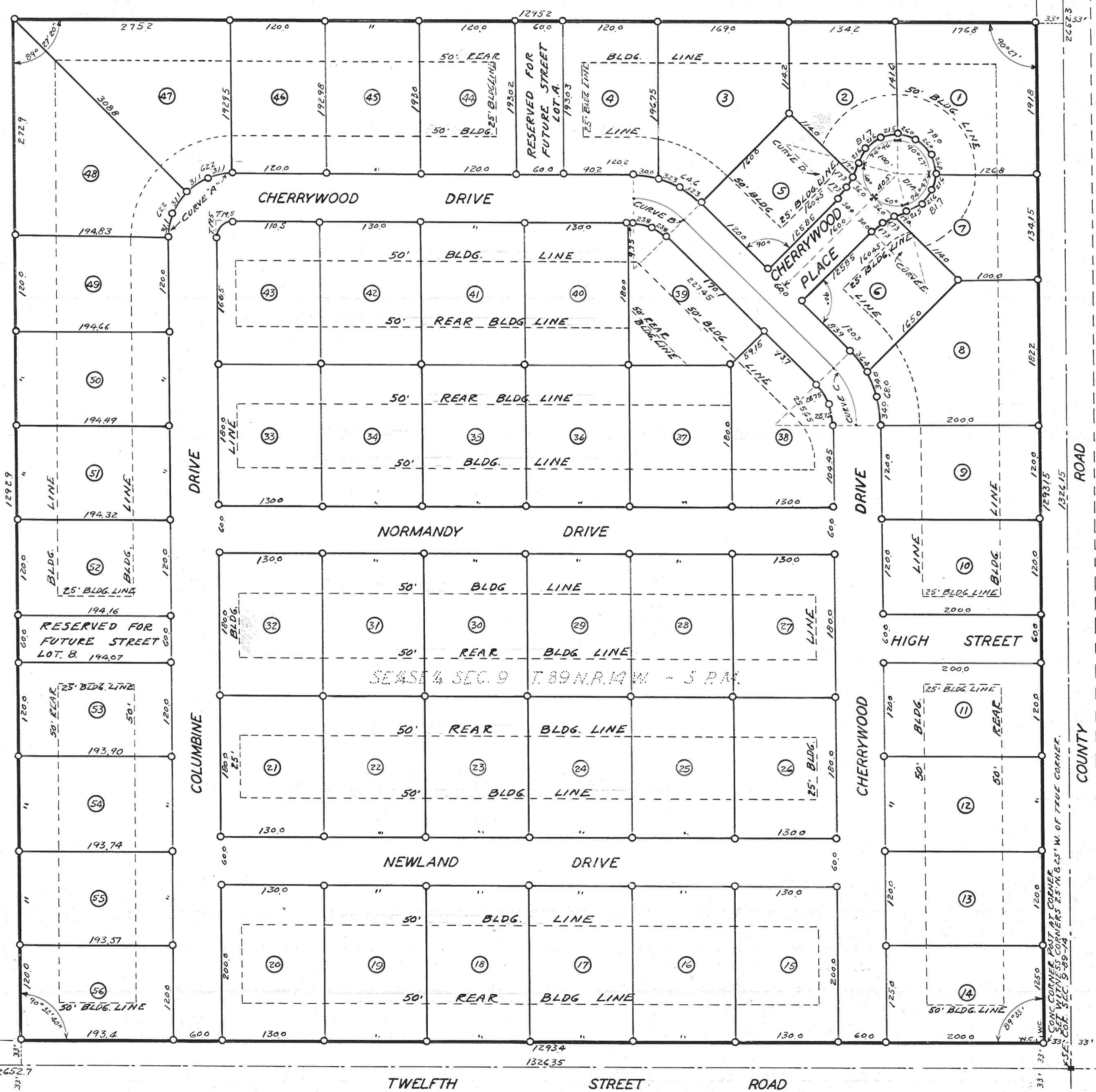
Samuel R. Runyan  
Notary Public - State of Iowa

My Commission Expires 7/22/19

CHERRYWOOD ACRES  
 IN BLACK HAWK COUNTY, IOWA  
 PREPARED BY HENRY F BEISNER PROF. ENGR & LAND SURVEYOR  
 CEDAR FALLS, IOWA  
 SEPTEMBER 5, 1960. SCALE 1"=100'



E 1/4 COR  
 SEC. 9-89-14



CURVE DATA

CURVE A.

- A. 90° 27'
- D. 72° 11'
- L. 125.3
- T. 80.0
- R. 79.37

CURVE B.

- A. 44° 47'
- D. 62° 42'
- L. 71.43
- T. 37.65
- R. 91.40

CURVE C.

- A. 44° 47'
- D. 55° 06'
- L. 81.28
- T. 42.84
- R. 104.0

CURVE D.&E.

- A. 30° 00'
- D. 57° 42' 30"
- L. 51.98
- T. 26.6
- R. 99.27

S 1/4 COR. 9-89-14

CONG. CORNER POST AT CORNER  
 OF LOTS 12 & 13  
 SEC. 9-89-14

Department of Community Development  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

ITEM 19.

Recently, within the last week and outside a 200' proximity to 4114 High St., the residents of Cherrywood Acres subdivision have been made aware of a minor plat submission on the SE corner of High St. and Union Rd.

We are a close community where families share the sentiments of open spaces and neighborly harmony.

I, along with many of the residents, feel strongly this minor plat does not align with our Community. We feel so because:

- Home spacing too close
  - It at takes away from the character and feel of the Community as whole.
  - It changes the welcome feel of open spaces when entering the community.
- It is disruptive to the field of view for nearest residents.
- Does not align with Cedar Falls Beautification initiative.
- It is a double standard vs home improvements, modifications to or new residential out buildings and recently added business districts.
- And we also believe it establishes a precedent that it is acceptable to carve away green space for personal profit.

In the following pages I will attempt to lay out these concerns in the best manner I can with the tools available to me. All dimensions are for reference only, created using Back Hawk County Real Estate mapping measurement tool, approximate and have no scale, but are of reasonable layout and tolerances of roughly +/- 1' and +/- 2° to sufficiently communicate the concerns.

Sincerely,

Susie (Mark) Sigwarth

111

## Home Spacing.

Overall, the homes are spaced evenly with proportional yard sizes. Putting a home in such a small space does not align with the theme of the Community.

Those entering on High St. will have the first impression of a congested neighborhood.





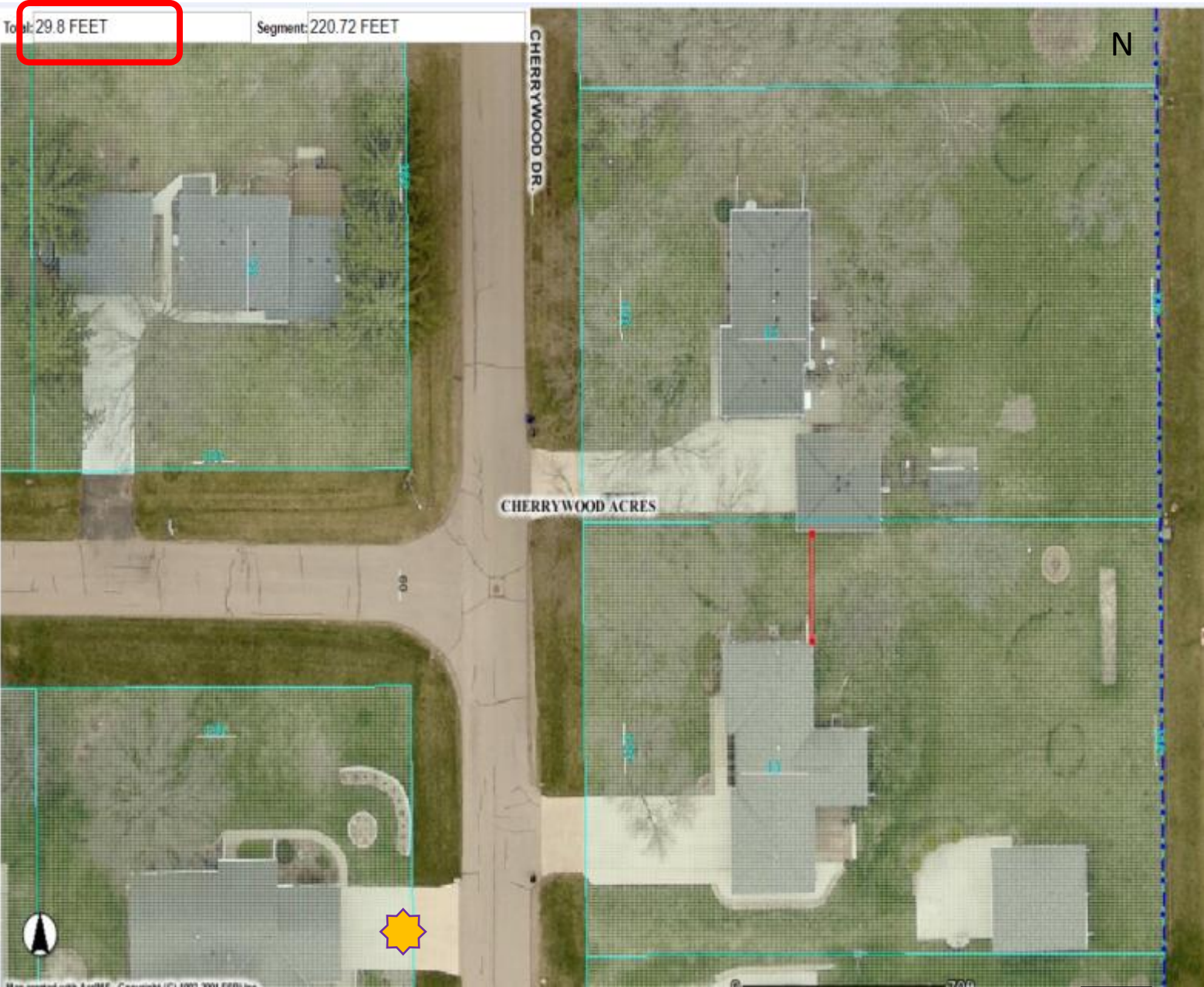
Home spacing has a pleasant open feel. Neighbors are close enough its inviting to walk over and say, "Hi", yet far enough it doesn't seem congested or lacking privacy.

Distances are based on what I feel is a straight line walking path. What gets encountered first.



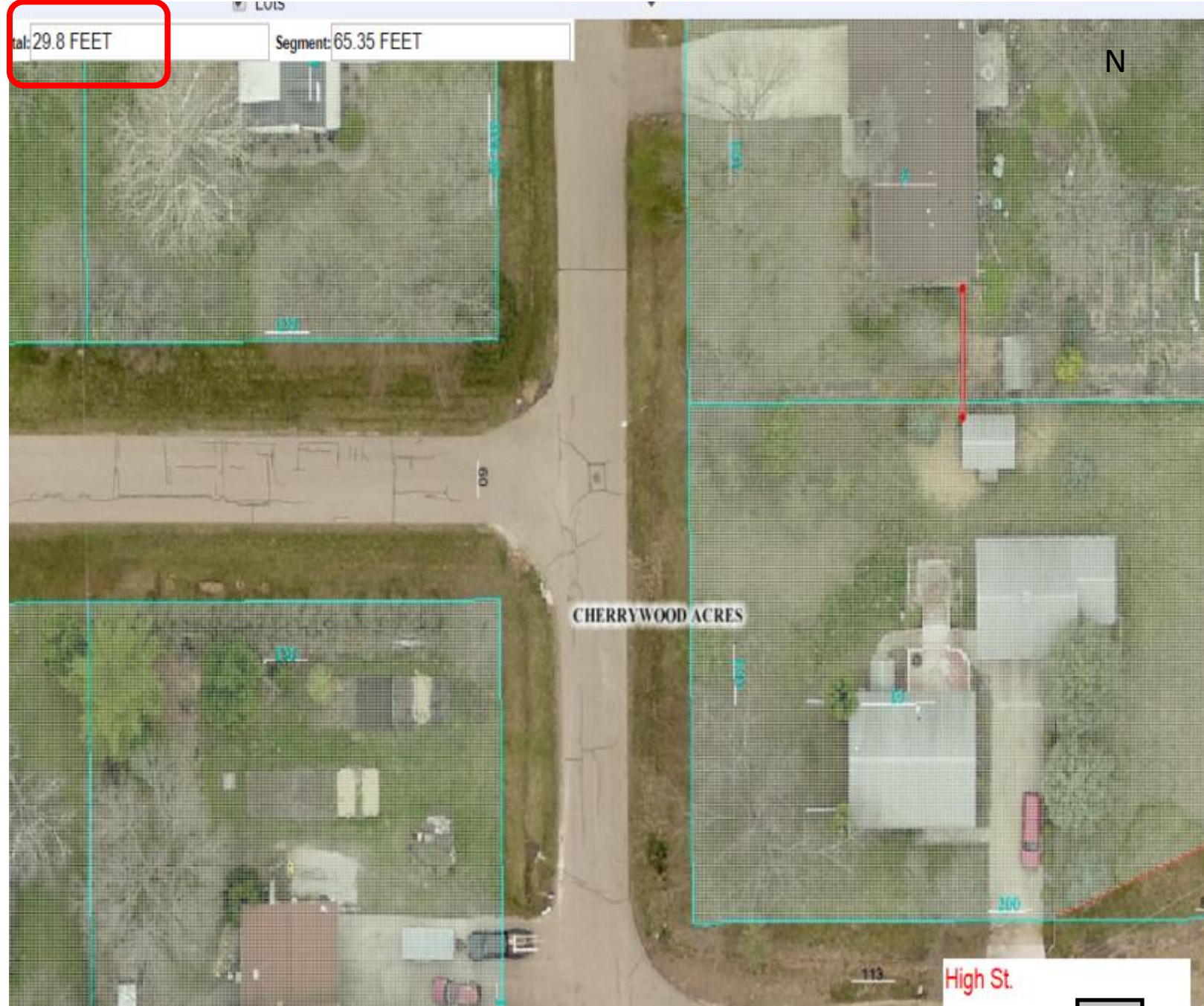
Home spacing has a pleasant open feel. Neighbors are close enough its inviting to walk over and say, "Hi", yet far enough it doesn't seem congested or lacking privacy.

Distances are based on what I feel is a straight line walking path. What gets encountered first.



Home spacing has a pleasant open feel. Neighbors are close enough its inviting to walk over and say, "Hi", yet far enough it doesn't seem congested or lacking privacy.

Distances are based on what I feel is a straight line walking path. What gets encountered first.



With only a 19.7' distance, these two homes are congested. Looks uninviting when entering on High St. The first impression of the community is tightly packed and not much privacy.

*\* This does not align with the rest of the neighborhood.*



*Field of View.*

Sight origin NE corner of Sigwarth home. Other origins i.e. home center will net same result. Accuracy is selection dependent of mapping tool. (see sheet 1)

Current field of view for the Sigwarths. Approximately 126°.

Considering the trees in this area it is slightly restricted, but they have NE field of view which includes the intersection of High St. and Union and across Union into the Pheasant Ridge golf course landscape.



Starting from the SE setback origin of minor plat proposal, it is approximately a 34° reduction in field of view. Minor plat dimensions taken from and derived from minor plat proposal.

The view of High street entrance is eliminated along with large amount of the Pheasant Ridge green space.



The ~34° does not take into account the small wedge piece (yellow) created from the existing home and SE origin and plat setback.

Resultant new field of view is ~92°

Or rather a ~27 % reduction. This is a very significant amount.

*\* Since when did neighbors become disregarded?*



*Beautification initiative.*

Setbacks from Union Rd.

I believe this distance has a significant effect on community feel within the city. Union Rd having the higher rate of traffic vs. Cherrywood Dr.





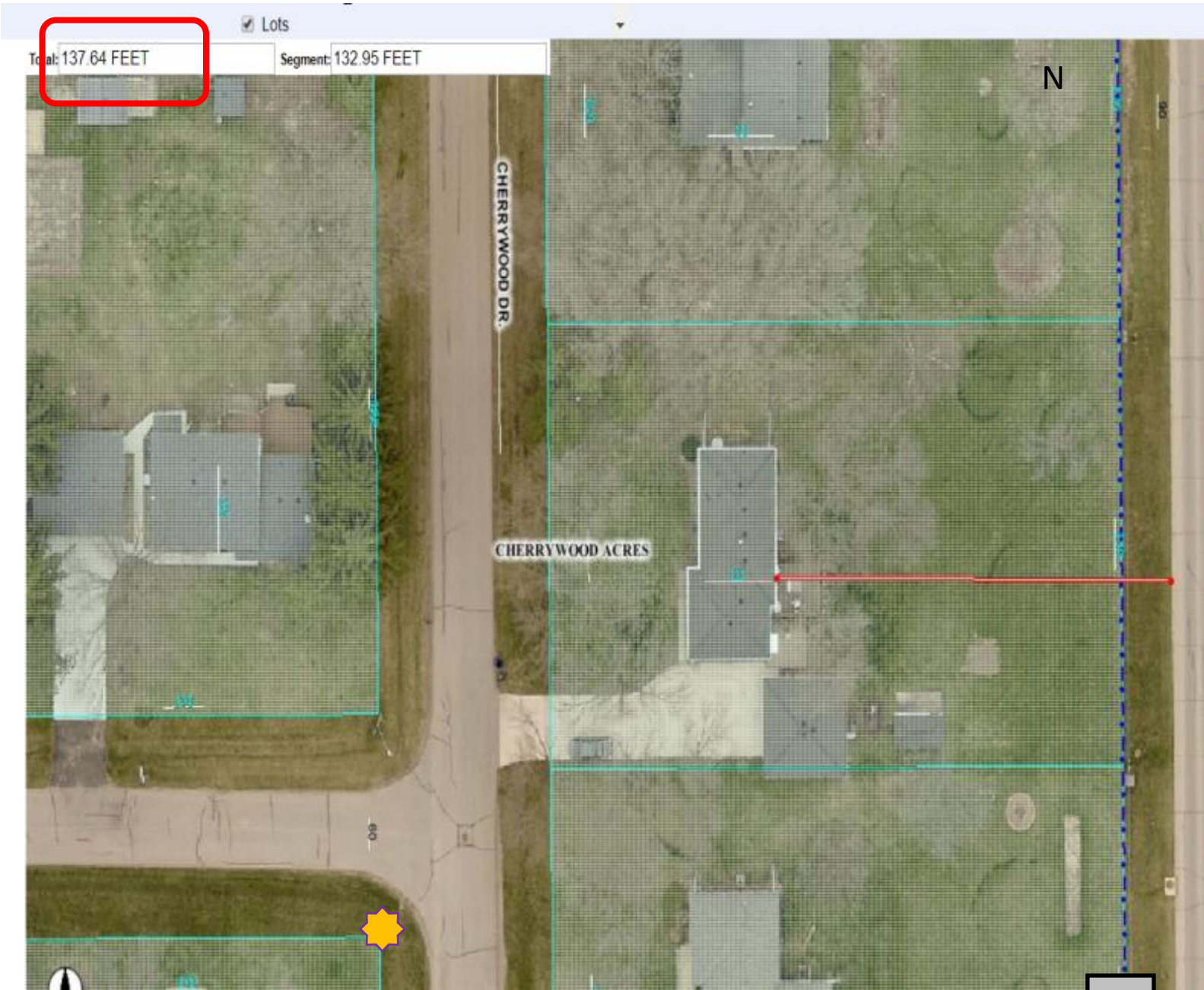
Outbuilding omitted.

It is the flow of homes that is important Homes are what give the neighborhood its “feel”.



Outbuilding omitted.

It is the flow of homes that is important Homes are what give the neighborhood its “feel”.



With only a 50' setback, additional home will have an awkward feel and distract from the overall lines while passing by on Union Rd.

People who are attentive to communities will notice and mentally react with, "That's a weird place for a house."

*\* This does not align with the beautification of cedar falls initiative, like the removal of power poles does.*



Looking south on Union Rd. from 12<sup>th</sup> along West side of Union.  
Clean lines, consistent home distance from Union Rd.

Sheds and outbuildings not taken into account.



Looking north on Union Rd. from CFU public works along West side of Union. Clean lines, consistent home distance from Union Rd.

Sheds and outbuildings not taken into account.



Looking south on Union Rd. from CFU public works along West side of Union. Clean lines, consistent home distance from Union Rd.

Sheds and outbuildings not taken into account.



Looking north on Union Rd. from CFU public works along West side of Union.

Clean lines, consistent home distance from Union Rd.

Sheds and outbuildings not taken into account.

Photo shop in a stick home to convey intent, line appeal is interrupted.

*\* This does not align with Cedar Falls beautification initiative.*



As an established community, the layout and proportions, its curb appeal, scenery and lot sizes have been honored creating a very desirable place to live. The layout of this community is fundamental to the property values and residents quality of life.

As the Prairie Parkway district was being established along Greenhill Rd. a fellow community member was in attendance of a city hall meeting where the plans were being highly scrutinized. The scrutiny included size and shape of street lamps to the types of buildings' siding used and what colors. All to create a traffic (curb) appeal, prevent congestion, and create theme harmony in the district.

This minor plat takes away from all those things,. It reduces curb appeal by disrupting home lines. It takes away from the harmony of the neighborhood buy creating two homes with visually tiny yards and crowding them very close in proximity to one another. It is disruptive to neighbors standard of living by taking away from their field of vision.

- Why is it acceptable to erode an established community by holding it to a lower standard of community harmony?
- Shouldn't the same standard of harmony, proportions and curb appeal apply?

From the technical comments of the June 12, 2019 Agenda, "5. The existing lot slopes from the Southwest to the Northeast. The grading of the property must be done so that it does not affect the adjacent lot or adjacent roadway."

- Is adjacent specific to parcel F of lot 11 or inclusive of both parcel F and lot 12?
- What documentation is to be required that proper grading has been performed and meets requirements?
- What is the definition of "affect"?
  - Pooling water?
  - Stream formation?
  - Basement water?
- Who gets to have the final decision on whether or not an affect occurred?



Through social media Mr. Runyan has been commented, “The city and my engineer have looked into it (minor plat drawing) and approved our proposal.” While this is true, does it make right?

- Is carving away every morsel of land for profit the direction people should be taking?
- Is it now or becoming acceptable to disregard our neighbors?
- Have we lost sight of what it means to be a good neighbor?

It could be debated that by rejecting this minor plat the residents are also acting in an un-neighborly manner. But is this really so, when there are so many lots for sale in all areas of Cedar Falls to develop with homes?

Why destroy something good?

Why generate friction between neighbors?

*Shouldn't we in fact be trying to preserve such a harmonious and wonderful community ?*

On Jun 24, 2019, at 11:21 AM, frje Echeverria wrote:

from frje and Pam Echeverria  
4213 Cherrywood Dr.

As residents of of Cherrywood Acres for 32 years we urge the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council to deny the Tony Runyon request to divide his Cherrywood Acres lot for the building of a second house on that lot.

We would like to amplify and add to the points raised at the June 12th public meeting on the Runyon request.

1. The Cherrywood neighborhood has a special character of lot and residence size. The Runyon proposal would undermine the consistency of spaciousness of ample size of houses and lots ranging from 23 to 24 thousand square feet. At 10,500 square feet, the proposed lot would be less than one half the size of existing lots in the neighborhood.
2. We are concerned that, if granted, this diminution of lot size and increase of housing density will invite subsequent partings out of lots and subsequent construction of smaller homes in the future.
3. Already run off and flood management at the location are issues.
4. Proximity of the proposed dwelling to Union Road raises the concern of eventual demolishing of the home if and when Union Road is widened. This would add significantly to the to the City's expenses for reconstruction of Union Road.
5. If a home were to be constructed on the proposed smaller lot, would the proximity of the dwelling to Union Road compromise visibility for vehicles leaving and entering the neighborhood at High Street neighborhood entrance?
6. We worry that Mr. Runyon, as a realtor and builder, may already be planning or will come to plan further purchases in Cherrywood Acres with the intention of downsizing lots and increasing dwelling density. Or even, that he will move toward rental of the dwelling he now proposes, as well as those he may plan to purchase or build in the neighborhood.

Cherrywood Acres is and has been primarily a neighborhood of homeowners.

6-24-19

Mr. Runyun, The attached letter was given to us yesterday. We DONT agree with any of what this letter says and we have no problem with your proposed plans. We feel you should know that one of the people passing out the letter lives at 1120 Columbine Dr. FYI: Last fall these people moved an air conditioned "tiny house" (not allowed by city code) into their backyard and are working to make it permanent. Their son lives in it now. These same people are breaking the city vehicle operation laws on a daily basis by driving a white golf cart on public streets all through the neighborhood all hours of the day and night. If these people are so concerned with the "unique look and feel of Cherrywood" how is it ok to have an unsightly out of code tiny house stacked next to a lawn shed . Good luck with your endeavors.

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## Cherrywood Acres Update/Proposed Changes

As many of you know, Cherrywood resident, Tony Runyan has asked the city to split his lot at 4114 High St. so he can build an additional house on his property. A handful of neighbors were mailed a notice a few weeks ago and again this past Saturday. A few more were notified through personal Facebook messages. We want to make sure that all of the residents of Cherrywood are aware of this proposed plat change even if they didn't receive notification from the city. An initial meeting was already held with Planning and Zoning on June 12<sup>th</sup> and approximately 20 Cherrywood residents attended and shared our concerns. You can view that meeting online at:

<https://www.cedarfalls.com/852/Public-Meeting-Agendas-With-Video> - click on 6/12/19.

The concerns raised by residents of Cherrywood included:

- This proposed change would change the "look and feel" of Cherrywood. A new 2-story house won't "fit" in Cherrywood or look right as the houses line up down Union road.
- This would set a precedence for the splitting of more lots in Cherrywood (ex: more realtors/buyers buying property in our neighborhood with plans to split lots for revenue.)
- Drainage issues at High and Union where we already have extremely full ditches when it rains.
- The likelihood of adding lanes to Union Rd in the future would lead to the city buying back the house to make room for those possible changes.

— OVER —

At the meeting on the 12<sup>th</sup>, Mr. Runyan shared that he wants to build a larger home for his family; however, it appears that the space he will have to build on will allow for a floorplan as small or smaller than his current house. Mr. Runyan is a realtor and a builder and our concern is that he will build at this site and then leave the neighborhood, leaving Cherrywood with changes that shouldn't have happened in the first place. *There is a final meeting with planning and zoning this Wednesday, June 26<sup>th</sup> at 6:00 pm. I would strongly encourage everyone to come to that meeting to voice your concerns.* We want to keep the uniqueness that makes Cherrywood the neighborhood that it is. This week is our last chance to make our concerns known to Planning and Zoning. In addition to coming to the meeting, if you could email or call council members (listed below) this week that would also be very helpful. Thank you so much.

Mayor Jim Brown [jim.brown@cedarfalls.com](mailto:jim.brown@cedarfalls.com) 319-268-5118

Mark Miller [markm@cfu.net](mailto:markm@cfu.net) 319-266-5653

Susan deBuhr [susan.debuhr@cedarfalls.com](mailto:susan.debuhr@cedarfalls.com) 319-277-8974

Daryl Kruse [KruseOnCouncil@aol.com](mailto:KruseOnCouncil@aol.com) 319-277-1100

Tom Blanford [Tom.Blanford@cedarfalls.com](mailto:Tom.Blanford@cedarfalls.com) 319-269-8151

Frank Darrah [wfd@cfu.net](mailto:wfd@cfu.net) 319-290-0381

Rob Green [rgreencf@gmail.com](mailto:rgreencf@gmail.com) 319-804-8847

David Weiland [daveshar@cfu.net](mailto:daveshar@cfu.net) 319-266-4300

If you have any questions about this letter or proposed changes, feel free to call: 319-404-1480.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor and City Council  
**FROM:** David Sturch, Planner III  
 Matthew Tolan, Civil Engineer II  
**DATE:** July 10, 2019  
**SUBJECT:** Chrisbro Subdivision Preliminary Plat

**REQUEST:** Request to approve the Chrisbro Subdivision Preliminary Plat. Case #PP19-008

**PETITIONER:** Chrisbro III Inc.

**LOCATION:** The property is located on 12.18 acres of land at the northwest corner of Nordic Drive and Commerce Drive

#### PROPOSAL

The petitioner owns the 12.18 acre parcel at the northwest corner of Nordic Drive and Commerce Drive. The proposed subdivision will divide the existing lot into four commercial lots.

#### BACKGROUND

The Lockard Pines subdivision was created in the summer of 2003. This subdivision is located at the northwest corner of Highway 58 and W. Ridgeway Avenue. Over the years, commercial development has expanded in this area, which includes the Super 8 Motel, Kwik Star, Farm Credit Services and Comfort Suites. One of the remaining lots in this subdivision was purchased by the petitioner in the spring of 2011. A site plan for a new Hilton hotel was reviewed by the Planning and Zoning Commission and City Council in 2011. In the fall of 2017, the Planning and Zoning Commission and City Council reviewed and approved a site plan for a conference center addition to the existing Hilton Garden Inn and a site plan for a second hotel on the property.

The petitioner intends to split the existing 12.18 acre parcel into four (4) commercial lots and two (2) tracts for stormwater management. Lot 1 is reserved for the existing Hilton Garden Inn and Conference Center, Lot 2 is for the second hotel and Lots 3 & 4 will be developed for a commercial use. Site plan review for Lots 3 & 4 will be brought before the Planning and Zoning Commission at a later date. The proposed Chrisbro Subdivision is essentially a re-plat of Lot 3 of the Lockard Pines Addition.

#### ANALYSIS

The petitioner, Chrisbro Inc. proposes to plat 12.18 acres of land at the northwest corner of Nordic Drive and Commerce Drive. The plat includes four commercial lots and two tracts for

stormwater management. The property is located in the HWY-1 commercial zoning district. Any development on these lots requires site plan review by the Planning and Zoning Commission and City Council. The site plan review process was completed for the two hotel projects on Lots 1 and 2. The future development for Lots 3 and 4 will be brought before the Planning and Zoning Commission and City Council at a later time.

Tracts A and B are reserved for stormwater detention for all the lots. Chrisbro will own these tracts and will be responsible for the maintenance and upkeep of these basins. There are no public improvements needed for these lots and all utility connections are private from the property line to the building. The Hilton Garden Inn is currently served with a 24-foot wide driveway from Nordic Drive and Commerce Drive. Access to both hotels and the future commercial businesses on Lots 3 and 4 will utilize these driveways.

The HWY-1 zoning district requires a 20-foot setback along Nordic Drive and Commerce Drive and along the north and west side of the plat. The current hotel on Lot 1 and the proposed hotel on Lot 2 satisfy these setback requirements. There are no setbacks required along the interior driveways and access ways into the site. The setback along the north and west side of the plat include some steep slopes that were created during the grading of the site. The property owner has maintained these sloped areas in turf grass and mows it on a regular basis.

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. All utilities are in place for the Hilton Garden Inn. The electric and fiber optics extend off the north side of the building and travel along the north property line to Nordic Drive. The water service extends off the north side of the hotel and travels around the new convention center addition to the driveway and out to Nordic Drive. The sanitary sewer extends off the south side of the hotel and travels southward to Commerce Drive. The storm water is collected in the existing parking lots and flow into the inlets around the parking lot and driveways and empty into the detention basins identified as Tract A and B. The proposed hotel on Lot 2 will extend their utilities to the south into the existing lines along Commerce Drive. The stormwater for the second hotel will be collected in the proposed parking lot and transferred via sewer to the detention basin on Tract A. Additional utility connections for Lots 3 and 4 will be reviewed at a later date when those site plans are submitted to the City.

The property is located outside of the designated 100-year floodplain.

The platting documents including the Deed of Dedication, City Council resolution forms and a plat fee have been submitted.

#### PLANNING & ZONING COMMISSION

Discussion/Vote 6/26/2019	The Planning and Zoning Commission considered the Chrisbro Subdivision Preliminary Plat. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the property is located at the northwest corner of Nordic Drive and Commerce Drive. This plat will accommodate the existing and future commercial development of this 12 acre parcel. Staff recommends approval of the plat with conformance to all City staff recommendations and requirements as well as any comments or direction from the Commission.
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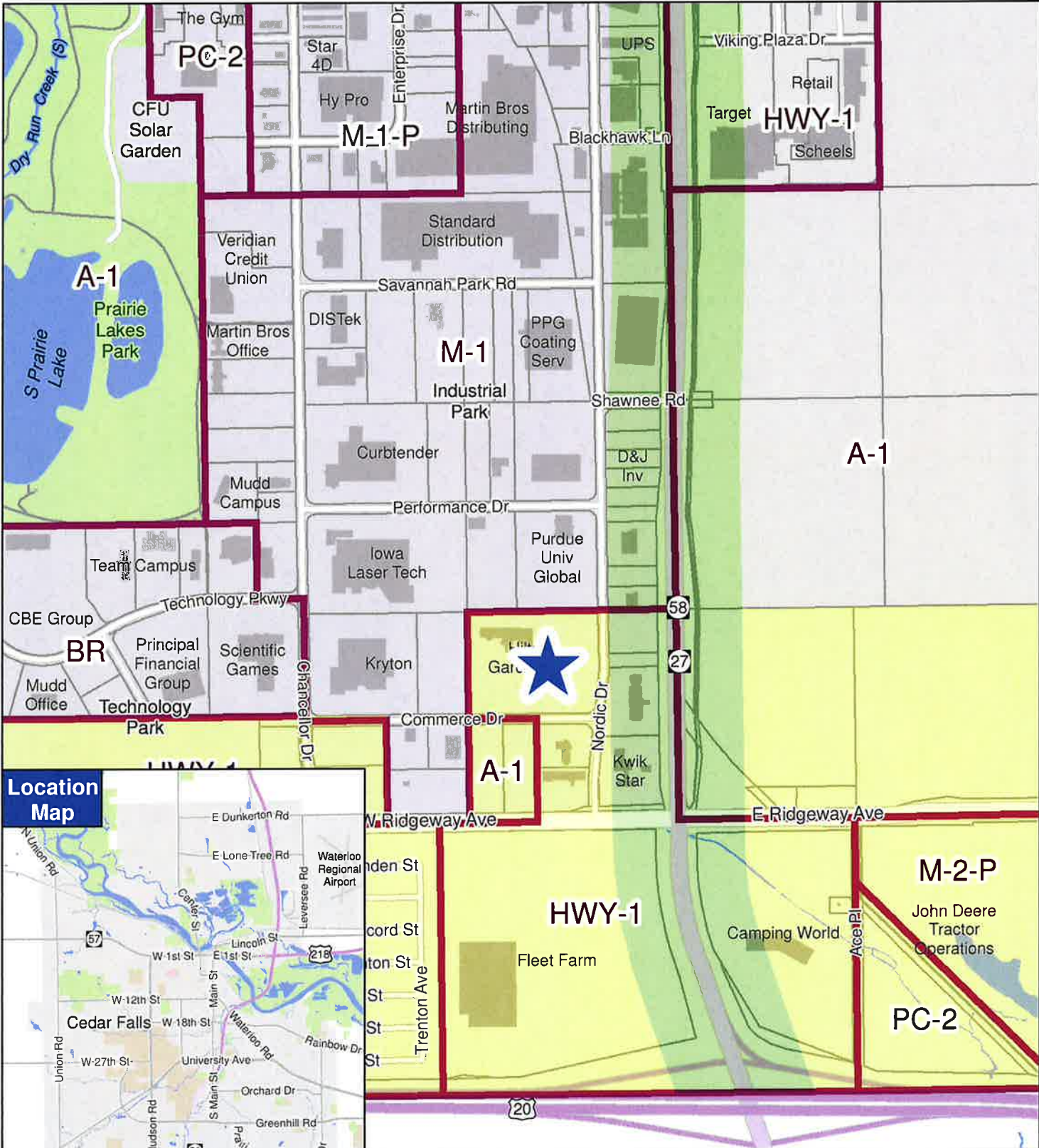
STAFF RECOMMENDATION

The Community Development Department recommends approval of the Chrisbro Subdivision Preliminary Plat.



# Cedar Falls City Council July 15, 2019

ITEM 20.



Chrisbro Subdivision Preliminary Plat

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**ITEM 20.**  
**Preliminary Plat**  
**Chrisbro Subdivision**  
**Cedar Falls, Iowa**  
**Black Hawk County, Iowa**  
 Legal Description:  
 Lot 3, Lockard Pines, Cedar Falls, Black Hawk County, Iowa.

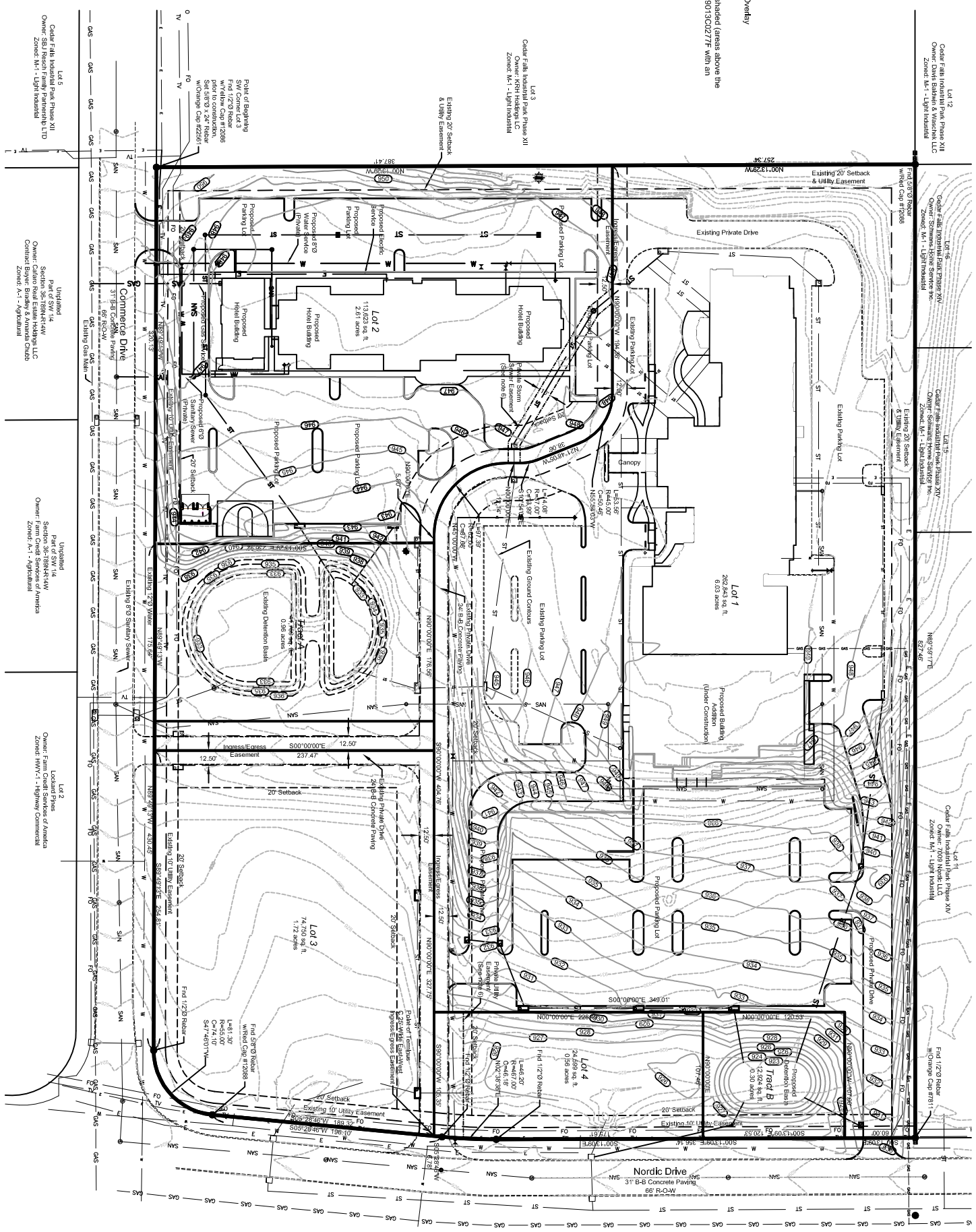
**Owner / Developer:**  
 Chrisbro III, Inc.  
 415 Main Street  
 Rapid City, SD 57701  
 Craig Christenson &  
 Harry Christenson

**Large Surveyor:**  
 Matthew A. Kohn  
 VJ Engineering  
 1501 Technology Parkway, Suite 100  
 Cedar Falls, IA 50613

**Area Summary:**  
 2,779 acres in the SE 1/4, SW 1/4 of  
 Section 36-189N41W

**Exhibition Zoning:**  
 HWY-1 - Highway Commercial with Hwy 20 Overlay

**Discussion Note:**  
 The subject property is located in Zone X-unsubdivided (areas above the  
 57' front Easement) Easement FROM Parcel 15013022777 with an  
 effective date of 7/18/2011



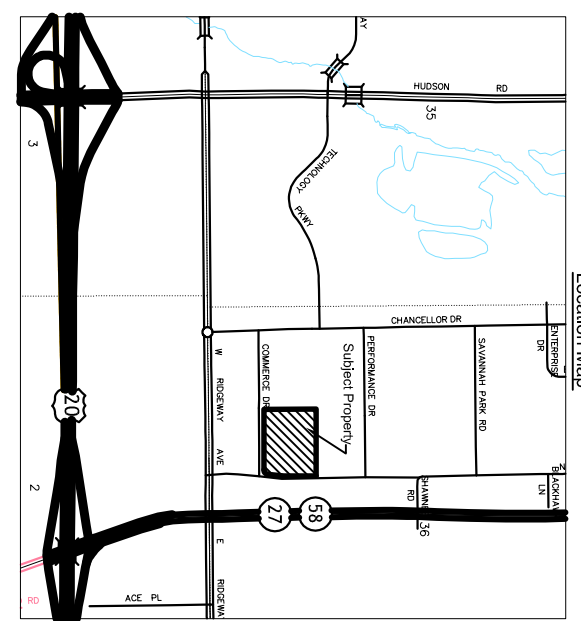
- FEATURE LEGEND**
- PROPERTY CORNER SET
  - SECTION CORNER FOUND
  - DIMENSION OF SURVEY (100.00)
  - DIMENSION OF RECORD
  - EXISTING SURVEY
  - EXISTING SANITARY SEWER
  - EXISTING TELEVISION
  - EXISTING FIBER
  - EXISTING ELECTRIC
  - EXISTING OVERHEAD UTILITIES
  - EXISTING LIGHT POLE
  - EXISTING UTILITY POLE
  - EXISTING ELECTRICAL BOX
  - EXISTING SANITARY MANHOLE
  - EXISTING FIRE HYDRANT
  - EXISTING WATER VALVE
  - EXISTING GAS VALVE
  - EXISTING TELEPHONE PED.
  - EXISTING CONTOURS
  - EXISTING GUY WIRE
  - EXISTING SIGN

**Lot 5**  
 Cedar Falls Industrial Park Phase XII  
 Owner: S&J Mason Family Partnership, LTD  
 Zoned: M-1 - Light Industrial

**Unplatted**  
 Cedar Falls Industrial Park Phase XII  
 Owner: Cedar Falls Real Estate Holdings LLC  
 Contract Buyer: Barclay & Annan Childs  
 Zoned: M-1 - Agricultural

**Unplatted**  
 Cedar Falls Industrial Park Phase XII  
 Owner: Farm Credit Services of America  
 Zoned: HWY-1 - Highway Commercial

**Lot 2**  
 Cedar Falls Industrial Park Phase XII  
 Owner: 7009 Nordic, LLC  
 Zoned: M-1 - Light Industrial



**Notes:**

1. The West line of Lot 3 Lockard Pines was assumed to bear N07°12'29" W.
2. All dimensions are in US Survey feet and decimals thereof.
3. All bearings are in US Survey degrees, minutes and seconds.
4. Field work was completed 9/14/17.
5. Parcel area: 2,779 acres in the SE 1/4, SW 1/4, Section 36-189N41W.
6. The SW 1/4 of Section 36-189N41W is a unit for informational purposes only. Private easements can be created by private parties at the time of transfer or thereafter.

**Feature Legend**

- Set 5870 x 24' Rebar
- w / Orange Cap, L.S. #22561
- Property Corner Found
- Set Section Corner Found
- Section Corner Found
- 100.00' Dimension of Survey
- (100.00) Dimension of Record

**Scale:**  
 1" = 50'

**North Arrow**

**Scale Bar:**  
 0 25 50 100

**Professional Seal:**  
 Matthew A. Kohn  
 Registered Professional Surveyor  
 State of Iowa License # 22561  
 VJ Engineering, Inc.  
 1501 Technology Parkway, Suite 100  
 Cedar Falls, Iowa 50613  
 Date: 2/1/19

<b>178035</b>	<b>Chrisbro Subdivision</b> <b>Preliminary Plat</b>	 <b>VJ Engineering</b> 1501 Technology Parkway Cedar Falls, Iowa - 319-266-5829	<b>50871</b> 138
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## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor and Council  
**FROM:** David Sturch, Planner III  
 Matt Tolan, Civil Engineer II  
**DATE:** July 11, 2019  
**SUBJECT:** Sands Addition Final Plat

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**REQUEST:** Request to approve the Sands Addition Final Plat

**PETITIONER:** Jim Sands - owner; VJ Engineering

**LOCATION:** The property is located on 10.78 acres of land situated near the northeast corner of Greenhill Road and Highway 58

#### PROPOSAL

The petitioner has been working on a 21 lot residential subdivision on 10.78 acres of land off the Greenhill Road. This subdivision includes a new public new street, James Drive that extends northerly off of Greenhill Road to a cul-de-sac. The Sands Addition preliminary plat was reviewed by the Planning and Zoning Commission and approved by the City Council in the spring of 2017.

#### BACKGROUND

This 10.78 acre property was purchased by Jim Sands in the summer of 2016. He is proposing a new residential subdivision along Greenhill Road. This property is situated along the east side of the Cedar Prairie Recreational Trail. There is an existing tree line on the property that separates the trail from the proposed residential lots. Also, this property is in close proximity to the Highway 58 and Greenhill Road intersection. This intersection is under study by the city of Cedar Falls and the Iowa DOT for a future interchange. Funding is not allocated at this time, but the developer and future property owners must be aware of this pending project for a new interchange at this intersection sometime in the future.

#### ZONING

The property is zoned R-1, single family residential, which permits one and two family dwellings. The developer plans to construct single family dwellings in this subdivision. The lot requirements in the R-1 district include a minimum lot area of 9,000 ft<sup>2</sup> with a minimum lot width of 75 feet. Minimum required building setbacks are 30 feet for front and side yards abutting a street, 30-foot rear yard setback and side yard building setbacks of not less than 10% of the lot width.

## ANALYSIS

It is proposed to create 21 residential lots on the 10.78 acre property. The majority of the lots have widths of 80 feet with standard lot areas of 14,000 ft<sup>2</sup> to 23,000 ft<sup>2</sup>. The plat shows a 30-foot front yard setback and a 50-foot setback around the cul-de-sac. The rear yard setbacks will be 30 feet and the side yard setback will equal 10% of the lot width. These building setbacks conform to the R-1, residential zoning district standards.

There is one cul-de-sac street included in the proposed plat. A new street, James Drive, will extend northeasterly off of Greenhill Road approximately 900 feet. This will be a 31-foot wide street in a 60-foot public right of way. The cul-de-sac will have a 50 foot radius which is large enough for city vehicles and fire trucks to make the turnaround. All lots will have access onto James Drive. With the exception of the proposed street, there will be no direct access onto Greenhill Road.

Cul-de-sacs shall not exceed 600 feet in length except in unusual circumstances. This property is bounded by the existing development along S. Main Street and the recreational trail and University property on the west. The only access will be provided from Greenhill Road and the number of lots/dwelling units is limited. The first 90 feet James Drive is located in the Greenhill Road right of way. There are no lots in this section of James Drive. The remaining 810 feet provides access to the proposed 21 residential lots. The street is wide enough and the turnaround at the north end of James Drive will support this 900 foot long cul-de-sac. At the time of the preliminary plat, the City Engineer evaluated this cul-de-sac and approved its length based on the aforementioned conditions.

The Deed of Dedication in association with the plat submittal is straightforward. The Deed language is fairly limited and it outlines the requirements for the developer and restricts the development of each lot in accordance with the R-1 residential standards found in the Zoning Ordinance. The development of this subdivision is limited to single family dwellings. There is a provision in the Deed of Dedication for the installation of a 4-foot wide public sidewalk across the entire frontage of any lot at the time when a new house is under construction.

## TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

A storm water detention plan has been reviewed and approved. The storm water generated from this subdivision will be transferred to an area wide detention basin located at the northwest corner of the subdivision. The property is approximately 10.78 acres in area. 9.34 acres will drain to the northwest corner of the site into the detention basin while the remaining 1.44 acres will drain to the southwest as its current situation. Off-site water will also route through this subdivision to the detention pond. This pond is designed to account for the 100-year event and release the stormwater at a 2 year pre-development rate. From here the water will be released under the adjacent recreational trail and into Dry Run Creek. Therefore, the entire site will have a net discharge rate in compliance with the Cedar Falls stormwater detention requirements. Drainage easements are provided along the north and west edge of the site to channel the water into the proposed detention basin. A maintenance and repair agreement has been submitted to the City Engineering office for acceptance with the final plat by the City Council.

The sanitary sewer will be extended to the limits of the plat near the east lot line of Lot 1 Lot 18. This sanitary sewer is intended to be extended to the east to provide sewer service to the properties along S. Main Street. The adjacent property owners will be responsible to connect into the sanitary sewer at a future date when their existing septic systems needs upgrading or replacement.

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

The public infrastructure has been installed and there are some outstanding items to complete as part of this subdivision. Final grading, seeding and removing the earthen berms from the preliminary grading must be completed before final acceptance of the subdivision by the City Council. The developer will provide a performance bond to complete the remaining improvements.

The property is located outside of the designated 100-year floodplain.

The platting documents, City Council resolution forms and a plat fee of \$300.00 have been submitted.

### PLANNING & ZONING COMMISSION

Discussion/ Vote 7/10/2019	Chair Holst introduced this item and asked staff to present the Sands Addition Final Plat. Mr. Sturch provided some background information. This plat includes the development of approximately 10 acres of land along the east side of the Cedar Prairie Recreational Trail. This property is located in an R-1 district with access onto Greenhill Road. The plan is to develop 21 residential lots for single family homes on a new cul-de-sac street. He summarized the storm water detention requirements and the extension of the sanitary sewer to the plat and near the eastern edge of the development.
-------------------------------	--

Staff requested a 20-foot utility easement along the eastern edge of the plat for grading purposes in the event that a sanitary sewer is extended to the east. The developer's engineer, Mr. Wendell Lupkis stated that this easement was not identified on the preliminary plat. After the preliminary plat was approved, the developer installed the necessary public infrastructure including two sanitary sewer extensions to the easterly border of the plat. These two sewer extensions can be extended to the neighboring properties located east of the plat to connect into the

sanitary sewer at a later date. If the easement was on the preliminary plat, design considerations and lot adjustments would have been made at that time before the infrastructure was installed. The developer, Mr. Sands requested that the 20' easement not be included on the plat in order to allow the future property owners to install landscaping and fencing up to the property line and not have to worry about removing those improvements in the event that a sanitary sewer is installed on the adjacent property.

The Commission discussed this matter in great detail. Mr. Larsen and Mr. Wingert believes that there is plenty of room on the adjacent properties to accommodate the grading, trenching and installation of a future sanitary sewer without interrupting the lots in the Sands Addition. They stated that the easement was not on the preliminary plat and wanted to know why staff changed their minds to require the easement. Mr. Sturch indicated that the sewer will be located outside the plat and the easement will allow and grading or trenching work to be accomplished. Mrs. Prideaux asked about the future development along S. Main Street and how far would the sewer extend to the north. Mr. Lupkis indicated that the elevation drops north of the Sands Addition and the sewer would come from another direction. Staff suggested that this matter be deferred to the next P&Z meeting in order to discuss this with the engineering department. The developer requested a vote at this time since this approval is time sensitive.

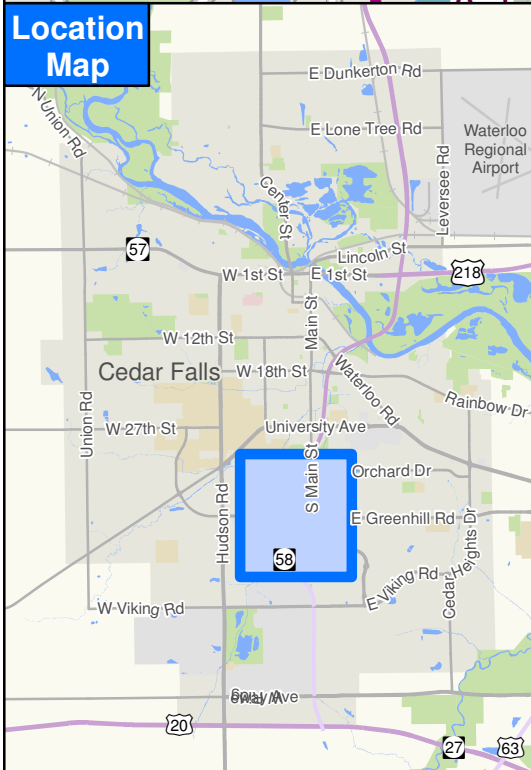
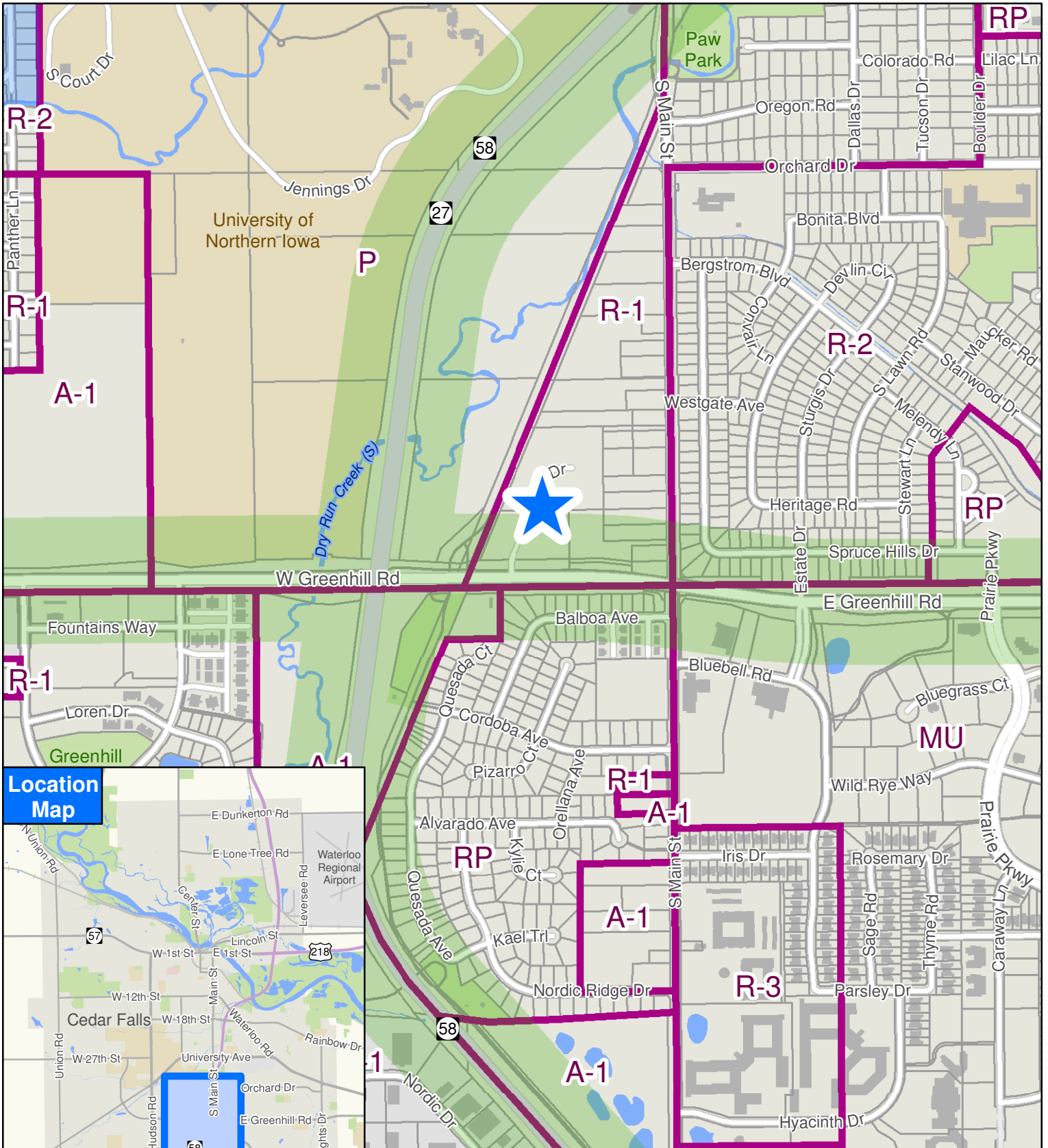
The discussion ended and the Commission made a motion to recommend approval of the Sands Addition without the 20-foot easement along the eastern edge of the plat. The motion was approved with a 5-2 vote.

#### STAFF RECOMMENDATION

Additional consideration of the 20-foot sanitary sewer was reviewed and a determination was made that a future sewer can be extended off the existing sewer in the Sands Addition without the need to grade or trench the lots in the Sands Addition. Therefore, the Community Development Department recommends approval of the Sands Addition Final Plat that does not include a 20-foot utility easement along the easterly border of the plat.

# Cedar Falls City Council July 15, 2019

ITEM 21.



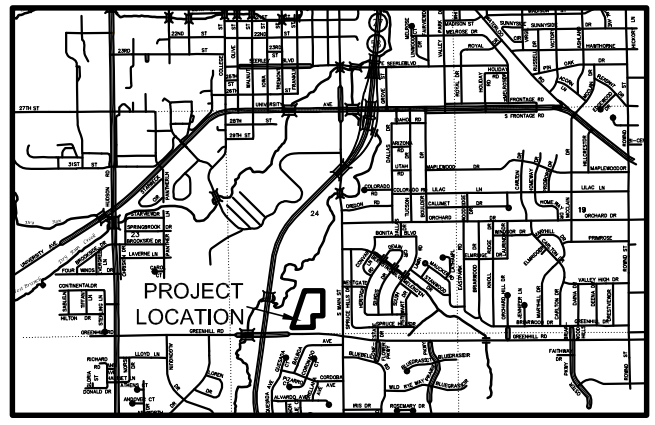
Sands Addition Final Plat

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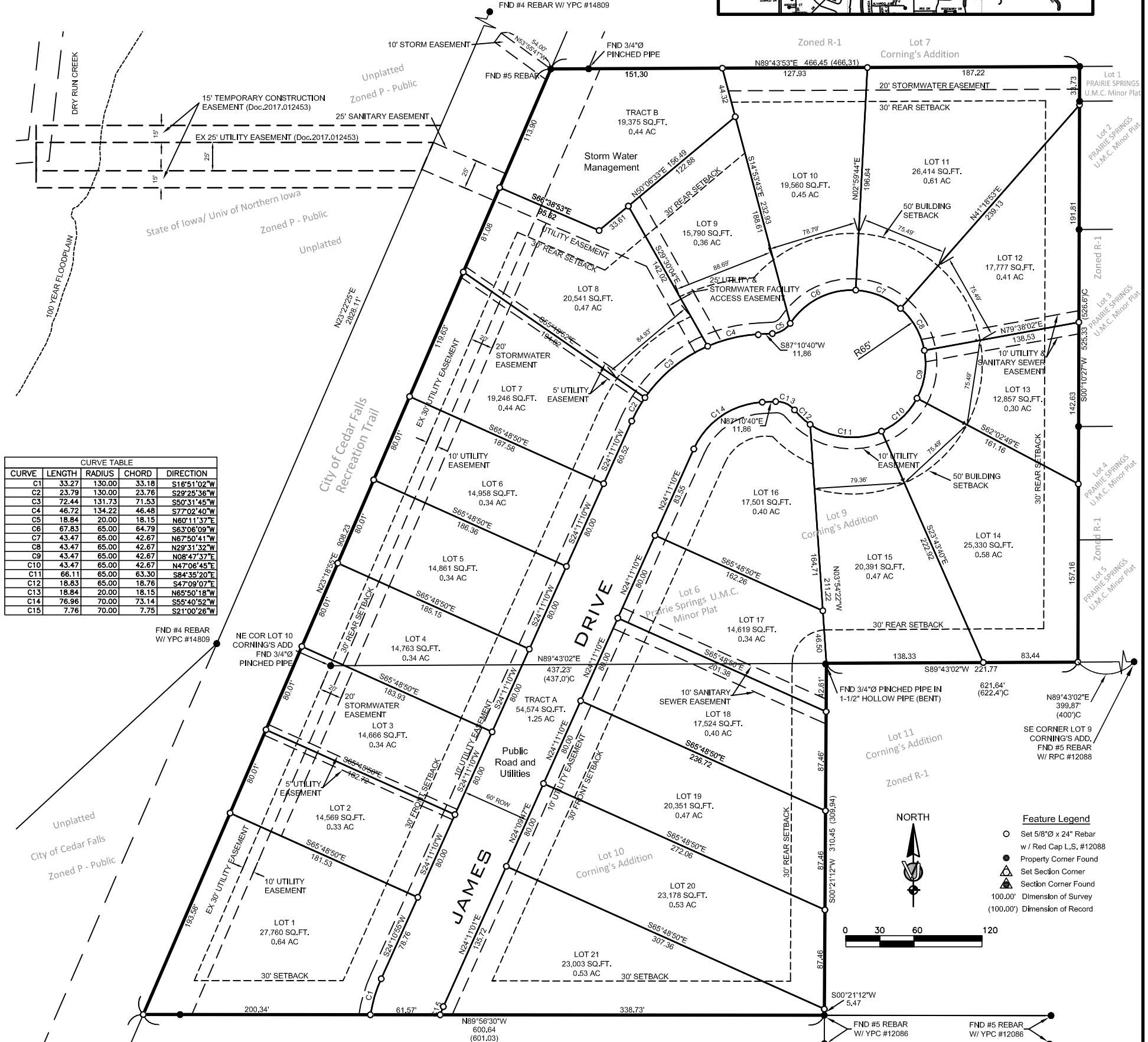
# FINAL PLAT SANDS ADDITION CEDAR FALLS, IOWA

OWNER/ DEVELOPER:  
JAMES SANDS  
5722 TIMBER RIDGE RD  
CEDAR FALLS, IA 50613

CURRENT ZONING:  
R-1 ONE & TWO FAMILY RESIDENTIAL  
FRONT SETBACK = 30 FT  
REAR SETBACK = 30 FT  
SIDE SETBACK = 10% LOT WIDTH  
DEVELOPMENT AREA = 10.78 AC



LEGAL DESCRIPTION: (Doc.2017.006905)  
Lot No. 6 as shown and designated in survey of Prairie Springs U.M.C. Minor Plat filed October 3, 1996 in 322 Misc 309 being a part of Lots Nos. 9 and 10 in Corning's Addition in Black Hawk County, Iowa and a part of the former Chicago Great Western Transportation Co. Railroad Right of Way.

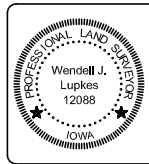
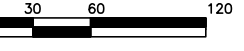


CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	33.27	130.00	33.18	S18°51'02"W
C2	23.79	130.00	23.76	S29°25'36"W
C3	72.44	131.73	71.53	S50°31'45"W
C4	46.72	134.22	46.48	S77°02'40"W
C5	18.84	20.00	18.15	N60°11'37"E
C6	67.83	65.00	64.79	S63°08'09"W
C7	43.47	65.00	42.67	N67°50'41"W
C8	43.47	65.00	42.67	N29°31'32"W
C9	43.47	65.00	42.67	N08°47'37"E
C10	43.47	65.00	42.67	N47°08'45"E
C11	66.11	65.00	63.30	S84°35'20"E
C12	18.83	65.00	18.78	S47°09'07"E
C13	18.84	20.00	18.15	N65°50'18"W
C14	76.96	70.00	73.14	S55°40'52"W
C15	7.76	70.00	7.75	S21°00'26"W

- NOTES:
- 1.) ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - 2.) THE ERROR OF CLOSURE IS BETTER THAN 1 IN 10,000.
  - 3.) BEARINGS ARE BASED ON IOWA REGIONAL COORDINATE SYSTEM, ZONE 5.
  - 4.) THE PROPERTY IS ALL LOCATED IN ZONE X (UNSHADED) PER FIRM PANEL 19013C0164F AND 19013C0277F
  - 5.) ALL FOUND PINS ARE 5/8 REBAR WITH RED PLASTIC CAP L.S. #12088 UNLESS OTHERWISE NOTED.
  - 6.) RECORD DIMENSIONS ARE FROM PRAIRIE SPRINGS U.M.C. MINOR PLAT, UNLESS FOLLOW BY THE LETTER "C" WHICH INDICATES THE RECORD DIMENSION IS FROM THE CORNING'S ADDITION PLAT.
  - 7.) SURVEY WORK WAS COMPLETED BY 1-23-2017.
  - 8.) ALL PROPERTY CORNERS WILL BE SET WITHIN ONE YEAR OF FILING OF SUBDIVISION PLAT.
  - 9.) TRACT "A" IS FOR PUBLIC ROAD AND UTILITIES. TRACT "B" IS FOR STORM WATER MANAGEMENT.

**Feature Legend**

- Set 5/8"Ø x 24" Rebar w / Red Cap L.S. #12088
- Property Corner Found
- ▲ Set Section Corner
- ▲ Section Corner Found
- 100.00' Dimension of Survey (100.00') Dimension of Record



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

WENDELL J. LUPKES, P.L.S. DATE \_\_\_\_\_  
License number 12088  
My license renewal date is December 31, 2020  
Pages or sheets covered by this seal: \_\_\_\_\_

SE CORNER SW QUARTER SEC. 24-T89N-R14W FND "X" IN CONCRETE

SW CORNER SW QUARTER SEC. 24-T89N-R14W FND CONCRETE MONUMENT W/ BRASS CAP

S89°57'14"E 1325.15'      S89°57'14"E 1331.08'



**DEED OF DEDICATION AND DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

**SANDS ADDITION TO THE CITY OF CEDAR FALLS, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

James V. Sands (hereinafter the “Developer”), of Black Hawk County, Iowa, does hereby certify that he is the owner in fee simple of the lands laid out into lots and streets as shown by the annexed plat of “SANDS ADDITION TO THE CITY OF CEDAR FALLS, IOWA,” which lands more particularly are described by metes and bounds in the Surveyor’s Certificate accompanying said plat, prepared by Wendell J. Lupkes, P.L.S., a licensed professional land surveyor, and does hereby further declare that the said subdividing and platting as it appears on said plat is with his free will and consent and in accordance with his desire and he does hereby duly and legally dedicate, grant, and donate the streets as shown and designated on said plat, to the use of the public forever.

**PUBLIC IMPROVEMENTS REQUIRED IN SUBDIVISION**

The Developer, in consideration of approval of this Subdivision by the Cedar Falls Planning and Zoning Commission and the City Council of the city of Cedar Falls, Iowa, does hereby agree for itself and its successors and assigns as follows:

1. That concrete sidewalks four inches thick will be installed during or immediately after construction of a building on any particular lot. Such sidewalks will be installed on any unsold lots in any event within five years after the date the plat is filed in the office of the Recorder of Black Hawk County, Iowa, and the sidewalks constructed shall be across the full width of the lot and on corner lots and also across the parking and full length of the lot. The balance of the sidewalks will be 5-foot wide, and are to be installed by individual lot owners during or after construction of a building as set forth above. In the event that the sidewalks are not so installed, the City may perform the work and levy the cost thereof under paragraph 11. In the event the City is required to construct the sidewalks or trails as permitted in paragraph 10, a lien or liens may only be imposed against the lot which requires city construction and no other lot.
2. Sanitary sewer, together with all necessary manholes and sewer service lines to all lots shall be provided.
3. Underground utilities, as required by the Subdivision Ordinance of the city of Cedar Falls, Iowa, shall be installed.
4. Water shall be provided and stubbed in to each lot as required by the Cedar Falls Municipal Utilities.
5. Municipal fire hydrants shall be provided as required by the Cedar Falls Public Safety Department.
6. Storm sewer shall be provided as required by the City Engineer of the city of Cedar Falls.
7. Handicap ramps shall be provided as required by law.

8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.
9. The Developer shall construct and install all required public improvements within the subdivision plat, which public improvements shall conform to approved construction plans which meet the specifications of the city of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
  - (a) Shall be constructed and installed in a good and workmanlike manner;
  - (b) Shall be free of defects in workmanship or materials;
  - (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
  - (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the city of Cedar Falls, and by Cedar Falls Utilities; and
  - (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the office of the City Engineer.

10. The work and improvements called for herein shall be in accordance with City specifications under the supervision of the City Engineer, and shall be completed within one year of the date of approval of the final Plat. Further, the Owner and its successors and assigns shall comply with site plan review and approval by the Cedar Falls Planning and Zoning Commission and the Cedar Falls City Council.
11. In the event the improvements called for herein shall not be performed in accordance with the City Ordinances and the above Agreement, the City may perform said work, levy the costs thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on all of the lots in the subdivision with the same force and effect as though all legal provisions relating to the levy of such special assessments have been observed and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

#### **EASEMENTS**

The Developer further does hereby reserve for the mutual benefit and convenience of grantor and his assigns, the city of Cedar Falls, Iowa, all grantees named in any and all deeds heretofore or hereinafter executed for each and all of the lots in said "SANDS ADDITION TO THE CITY OF CEDAR FALLS, IOWA," all proprietors of public utility companies and their assigns, and any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, gas, sewer, electricity, communication service or cable television, perpetual non-exclusive easements for the construction,

laying, building, and maintenance of said services, including underground facilities and related surface mounted equipment such as meter boxes, junctions and cabinets, for said services, over, under, across, and upon as applicable those utility, sewer and drainage easements as more particularly reflected on the Final Plat of "SANDS ADDITION TO THE CITY OF CEDAR FALLS, IOWA," prepared by Wendell J. Lupkes, P.L.S., licensed land surveyor in the State of Iowa.

The proprietors, agents and employees of all such public utility and service companies, corporations or agencies shall have the right of reasonable access to their services and proposed installations for the purpose of the proper construction and maintenance of their lines and equipment, together with the privilege of installing, maintaining and operating permanent underground feeders or service facilities and to enter upon said premises to do any of the work contemplated in the installation and maintenance of said public utilities, provided the user of the easement restores the property as nearly as possible to the condition the property was in prior to any repair, maintenance, or use of the easement, all at no cost to grantors. No structure will be placed or use undertaken within the easement premises in any manner so as to obstruct the proper and authorized use of the easement premises.

**RESTRICTIVE COVENANTS**

The Developer further does hereby make and declare all of the real estate situated in "SANDS ADDITION TO THE CITY OF CEDAR FALLS, IOWA," subject to the following restrictive covenants, to-wit:

1. All lots in the subdivision shall be used for residential purposes only, and no lot shall be re-subdivided into building lots. No structure shall be erected or located on any lot other than one single-family dwelling not exceeding two stories in height with a private attached garage. Notwithstanding any other provision herein to the contrary, however, the developer may place on any lot a bi-attached dwelling or a horizontal property regime in a manner that is consistent with applicable zoning regulations. All building and construction, including the requirements of structure and living units shall be governed by the applicable zoning regulations of the City of Cedar Falls.
2. On all lots, one outbuilding, of similar design with the house, no larger than 40% of rear yard area will be allowed. Rear yard shall include the area from the rear corners of the residence to the adjacent lot lines and rearward to the back lot line.
3. No building shall be erected on any lot nearer than the 30' front building line, side yard setback, or 30' rear yard setback as shown or noted on the plat.
4. No trailer, basement, tent, shack, garage, barn or other out-building erected in the subdivision shall be used at any time as a residence, either temporarily or permanently, and no residence of a temporary character shall be permitted on any lot.
5. All one-story single family houses shall have a minimum ground floor area of 1,500 square feet, all one and on-half and split foyer houses shall have a minimum ground floor area of 1,400 square feet and two-story houses shall have a minimum ground floor area of 1,000 square feet, said ground floor areas to be exclusive of porches and garages. A "story" shall be required to have a floor level which is above ground level at all points. Any floor level which is not above ground level at all points shall be considered a basement level, and shall not be a "story."

6. All residential structures shall be constructed with private attached two-stall garages (or larger).
7. All approaches located on city right of way and all driveways shall be constructed of Portland cement concrete, and shall be constructed at the same time as any residential structure is constructed on any lot.
8. The owner of each lot, vacant or improved, shall keep his/her lot or lots mowed and free of weeds and debris.
9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Burn barrels are specifically prohibited.
10. No residence shall be used as a place of business and no business signs shall be erected in or at the entrance of the subdivision.
11. No dwelling on any lot in the subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished and an occupancy permit issued by the City of Cedar Falls, Iowa. All construction shall be completed within one year from the start of dwelling construction.
12. No old or used buildings shall be moved upon any of the lots in the subdivision for any purpose and all buildings on any lot in the subdivision shall be kept in a reasonable state of repair and upkeep.
13. With the exception of household pets, no animals, poultry, rabbits, or livestock of any kind shall be kept or raised nor shall any kennel accommodating more than two household pets be maintained on any lot in the subdivision.
14. No trailers of any kind or nature, buses, semi-tractors, recreational vehicles, campers, boats, or trucks (except for those trucks commonly described as "pickup trucks") shall be stored on any lot unless they are fully enclosed in a permanent garage, or parked on a concrete driveway or concrete slab adjacent to a driveway or outbuilding servicing any lot. All disabled or non-functioning motor vehicles must be fully enclosed in a permanent garage.
15. All outdoor swimming pools of any nature shall be constructed "in ground" or if "above ground", must be fully professionally enclosed. In either case, the pool shall be fenced and any such fencing must be consistent with the requirements of the city of Cedar Falls, Iowa. This restriction shall not be construed so as to prohibit removable children's wading pools. All non-portable jacuzzis, hot tubs, whirlpool spas or other items of such nature shall be recessed or built in with the heating and filtering equipment and elements completely enclosed from public view by appropriate material.
16. All plans and specifications for houses, garages, and fencing to be built on any lot in the subdivision are to be submitted to and approved by the Developer or his authorized agent or agents. No television or radio tower shall be erected without the prior written approval of the developer or his authorized agent or agents.
17. No wood basements shall be allowed. No totally manufactured or modular homes or mobile homes shall be placed or constructed on any lot unless approved in writing by the Developer or his authorized agent or agents.

18. All electrical transmission lines and service entrances, cable television or other transmission lines, and all telephone lines and services shall be installed underground on all lots.
19. No excess dirt from the excavation of basements on any lot in the subdivision shall be removed from the subdivision unless approved by the Developer or his authorized agent or agents. The Developer or his authorized agent or agents may stockpile or distribute the excess dirt as needed, or may require the excess dirt be disposed of off-site by the lot owner.
20. The Developer will cause to be constructed a stormwater detention area on Tract "B", and the Developer does hereby convey Tract "B" to the Association for use as a stormwater drainage and detention area as required by applicable ordinance of the City of Cedar Falls, subject to a right of access in favor of the City of Cedar Falls. The Association is charged with the duty to maintain and repair said stormwater drainage and detention area, pursuant to requirements adopted by the City of Cedar Falls. No building structures, fence structures, landscaping structures, private gardens or any other possible obstruction shall be built in and over such stormwater drainage easement as shown on the Sands Addition Final Plat.

An Iowa non-profit corporation known as the Sands CF Association (the "Association") is being created for the purpose of maintaining Tract "B" for the common benefit of the owners of all lots in the Addition. The Association is charged with the duty to maintain and repair said stormwater drainage and detention area, pursuant to requirements adopted by the City of Cedar Falls. The membership of the Association shall at all times remain vested in the owners of all lots in the Addition. A transfer of a lot within the Addition shall automatically require that the membership rights and obligations in the Association be transferred to the new owner, including any unpaid assessments. The cost of the maintenance of Tract "B" shall be shared equally by all of the owners of the lots and shall be assessed to the owners in the manner and in the amount determined from time to time by the board of directors of the Association. Any owner failing to pay an assessment adopted by the board of directors of the Association shall be subject to a civil action for collection instituted by the board of directors of the Association or a lien may be filed against the property of such owner and collected in the same manner as a mechanic's lien.

21. The owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order and maintain the area between the curb line and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers is affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the property line abutting the lots.
22. Lots 1 and 21 shall not be allowed direct access to Greenhill Road.
23. Certain lots within the subdivision are adjacent to Highway 58 and will be adjacent to the future improved interchange of Highway 58 and Greenhill Road.
24. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants,

restrictions and stipulations for a period of 21 years from the date of the recording of the final plat and this dedication, and during the term of any renewal or extension of these restrictions or their enforceability or applicability as provided for under Iowa law.

- 25. Any violation of the restrictions contained herein may be enforced by any lawful proceeding at law or in equity by any party with an interest in any real estate situated in the subdivision, and any party bringing any such enforcement proceeding shall be entitled to reasonable damages, costs and attorney's fees as determined to be appropriate by a court of competent jurisdiction.
- 26. Invalidation of any one of these covenants by judgment, decree, order of court, or otherwise shall in no way affect any of the other covenants and such other covenants shall remain in full force and effect.

Dated this 12 day of June, 2019.

James V Sands  
James V. Sands

Roberta Sands  
Roberta Sands

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on this 12<sup>th</sup> day of June, 2019, by James V. Sands and Roberta Sands.

Melanie M Fisher  
Notary Public in and for the State of Iowa





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
Matt Tolan, Civil Engineer II
DATE: July 11, 2019
SUBJECT: The Terraces at West Glen Preliminary Plat

REQUEST: Request to approve The Terraces at West Glen Preliminary Plat
PETITIONER: The Terraces at West Glen, LLC, Owner; Fehr Graham, Engineer
LOCATION: Southeast corner of Union Road and W. 12th Street

PROPOSAL

The petitioner is requesting approval of a preliminary plat that would create six residential lots and two outlots on 239 acres of land. This subdivision is for the New Aldaya Lifescapes campus that was rezoned to RP, planned residence along with a land use map amendment to planned development/floodplain by the Planning and Zoning Commission on February 27, 2019 and approved by the City Council on April 15, 2019.



BACKGROUND

New Aldaya Lifescapes is planning a 55 and over housing development at the southeast corner of Union Road and W. 12th Street. The proposed plat includes this development as well as the entire holdings of the property owner. The entire plat encompasses 239 acres of land that extends from the Union Road and W. 12th Street intersection southward to W. 27th Street. The intent is to split the northeast 42.35 acres for the proposed housing development. The focus of the plat is located in this area with the development of the public infrastructure and lots. The remaining 196 acres is identified as an outlot for future rezoning and platting development.

Prior to developing this land, a preliminary plat must be submitted to the city for review by the Planning and Zoning Commission and City Council. A preliminary plat must follow the ordinance

standards so that adequate provisions are made for public facilities (roads, sidewalks, storm/sanitary sewer), stormwater management and services (utilities). The 42.35 acre area included in the preliminary plat is consistent with the master plan submitted with the the RP zoning district and is consistent with the amended Future Land Use Map designation of “planned development/floodplain.” The remaining 197 acres is an outlot that will require rezoning and platting at a later date.

**ANALYSIS**

The preliminary plat must include the total land holdings of the owner on adjacent land or abutting the area intended for immediate development. This provision of the code applies in this case where the owner has 239 acres of land and the immediate development of this area focuses on the northwest 42 acres for the New Aldaya campus. New Aldaya is under contract to purchase the 42 acres from the current property owner. The remaining 197 acres are located in an outlot intended for future development at a later date. After the preliminary plat has been approved by the City Council, typically a final plat is developed in phases, as long as it is in substantial conformance with the preliminary plat.

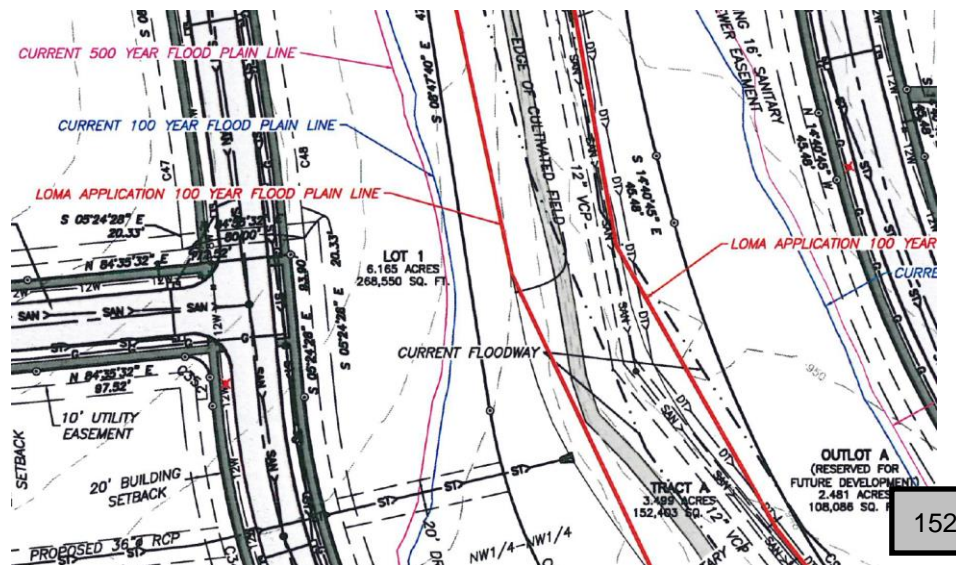
The remaining portions of this staff report will focus on the immediate development of the 42 acres of land at the southeast corner of Union Road and W. 12<sup>th</sup> Street. The property includes a waterway feature that is part of the floodplain district. This waterway divides the 42 acres into two sections. The area west of the waterway is intended for initial development and the area on the east is for future development of the Lifescapes Campus.

The proposed plat includes six residential lots, six tracts, two outlots and a floodplain running through the center of the plat on 239 acres. The RP

Lot	Lot Area	Proposed Use
1	6.165 ac	1 & 2 unit and three story multi-unit dwellings (16.6% in floodplain)
2	2.329 ac	1 & 2 unit dwellings
3	2.350 ac	Two story multi-unit dwellings
4	3.663 ac	1 and 2 unit dwellings
5	4.281 ac	1 and 2 unit dwellings
6	1.308 ac	1 and 2 unit dwellings

zoning district allows the platting to conform to the development plan that was presented during the rezoning of this property. The plan is to create large lots for multiple dwellings instead of the one dwelling per lot format. Each lot provides the minimum 20 foot building setback from the internal streets and the 35-foot setback from the external streets of Union Road and W. 12<sup>th</sup> Street. The table above summarizes the area and use for each lot.

**Floodplain** – The floodplain flows through the development from northwest to southeast. This floodplain is a grassed waterway through the upper portion of the University Branch of Dry Run Creek that begins at W. 12<sup>th</sup> Street. Approximately 109 acres of drainage from the north and northwest enters this





waterway. The limits of the floodplain have changed over the years beginning with a wide floodplain shown on the 1985 maps to a more reduced floodplain in 2014. These revisions reflect better data over time based on clear aerial photos and digital elevation models. The previous flood maps had the ground elevations at a 5 foot vertical accuracy rating and the newer maps show a 4"-8" vertical accuracy rating. Last May, the petitioner's engineer submitted a LOMA (Letter of Map Amendment) to FEMA with actual ground elevations and profiles of the floodplain. Recently, FEMA approved this LOMA with the floodplain to be completely located in Tract A and out of Lot 1 and Outlot A. The grassed waterway shows small amounts of wetlands contained within the channel due to field tile run off. The proposed plan is to preserve the channel and enhance this waterway corridor with native grasses and forbs and have the ability to infiltrate runoff with a deep root system to improve the water quality.

Outlots - Outlot A is located between the waterway and Wellington Drive. This is currently listed as an outlot until the floodplain boundary is amended after which it will be re-platted for a new buildable lot along the east side of Wellington Drive. Outlot B is the remaining portion of the plat intended for future development.

Tracts - Tract A is reserved for the waterway and floodplain from W. 12<sup>th</sup> Street to the north side of the Keagle's Crossing culvert. Tract B is a storm water detention basin located west of the waterway along the south edge of the plat. Tract C is a 17-foot wide strip of land along the south side of W. 12<sup>th</sup> Street. This tract will be dedicated to the City for street right of way purposes in the event that W. 12<sup>th</sup> Street is widened in the future. Tract D include the following streets:

- Tierney Terrace is the first street extending easterly off of Union Road approximately 360 feet to its intersection with Peters Parkway. This street is approximately 450 feet south of the W. 12<sup>th</sup> Street intersection with Union Road.
- Sonoma Drive is the second street extension off of Union Road that lines up with the existing Sonoma Drive in the Wild Horse Addition. Sonoma Drive ties into Peters Parkway. This street is approximately 850 feet south of the W. 12<sup>th</sup> Street intersection with Union Road.
- Keagle's Crossing extends south off of Sonoma Drive and curves to the east to connect into the western extension of Wellington Drive.
- Wellington Drive is located on the east side of the waterway. This street begins at W. 12<sup>th</sup> Street, approximately 800 feet east of Union Road. The street travels south and curves easterly to the eastern edge of the plat. Eventually this section of Wellington Drive will connect into the existing section of Wellington Drive in the Lexington Heights subdivision. There is a different property owner that separates the two subdivisions and eventually the two street sections will connect. It is important to provide connection between the neighborhoods to disperse and circulate the traffic.
- Peters Parkway is another street that parallels the west side of the waterway beginning at Tierney Terrace and heading to the south property line. Again, the future extension of this street will tie into the development of the adjoining properties. This street is located so that it can be extended in a manner that avoids conflicting with the existing home to the south. If and when the property owner to the south decides to sell or desires to subdivide the property for additional development, this street connection will provide an opportunity for additional development lots backing up to the waterway with street connections to neighborhoods to the south and north.
- The section at the north end of Peters Parkway is identified as a private street to access the multi-unit dwelling and patio homes. There is a turnaround at the north end.

It was decided that a street connection to 12<sup>th</sup> Street in this location is not recommended, since it would be too close to the intersection and thus might create traffic movement and circulation problems in the corridor. This is consistent with what was approved with the master plan presented with the rezoning.

All streets will be 31-feet wide in a 60-foot public right of way.

Tract E is a second stormwater detention basin located north and east of the waterway along the south side of Wellington Drive. Tract F is reserved for the waterway and floodplain from the Keagle's Crossing culvert to the eastern limits of the plat.

A 4-foot wide public sidewalk will be installed along all street frontages and the petitioner will participate in the cost to construct a 10-foot wide recreational trail along Union Road.

The Deed of Dedication in association with the plat submittal is straightforward. The Deed language outlines the requirements for the developer and restricts the development of each lot in accordance with the RP concept plan.

### TECHNICAL COMMENTS

Utilities - City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, electric, gas and communication services are available to the site from W. 12<sup>th</sup> Street and Union Road. There is a water connection fee of \$55,833.14 for this property based on the street lineal footage of W. 12<sup>th</sup> Street and Union Road. This connection fee is part of the cost of the original water main installations on W. 12th Street and on Union Road. The water connection fee is collected at the time of final platting. The developer is responsible for the construction of a properly sized water system from the 12" water main on Union and 12<sup>th</sup> and throughout the proposed development. Included in the installation are valves and water service stubs for the new lots. Final fire hydrant and valve placement locations will be part of the construction plan review.

Stormwater Management – There has been considerable discussion about management of the stormwater. Neighboring property owners surrounding this development site have noted the existing drainage patterns and concerns with additional run-off issues coming from the drainage area surrounding the proposed subdivision. The petitioner's engineer has designed the subdivision to meet and exceed the City's storm water management ordinance requirements for new development in addition to reducing the runoff rate to the downstream properties from the current use of row crop production.

The Cedar Falls stormwater management regulations require new developments to collect and detain stormwater from the development site along with managing the stormwater from adjacent developments. The proposed design exceeds the ordinance standards. The existing run off from the row crops is calculated at 10.3 cfs (cubic feet per second) for the 2 year event. The design will go above and beyond the city's standards and reduce the 2 year event to 5.5 cfs. This is a slower release rate than what is currently occurring on the site. When applying the 100-year discharge between the existing row crop conditions to post development, there will be a 30% reduction from on-site and pass-through stormwater discharge.

The proposed the stormwater management plan for the Terraces at West Glen is handled by open detention basins, one on the westerly side of the waterway and the other on the easterly side of the waterway. The westerly basin (Tract B) will collect the stormwater runoff from the streets and lots on the west side of the waterway. The runoff on the east side of the waterway

will empty into the stormwater basin (Tract E) that is south of Wellington Drive near the edge of the plat. The designated runoff from within the site and from off-site areas will flow to the detention facilities with the flow along Tract A and areas to the northeast into the waterway.

In addition to the detention basins, storm sewers will be installed along the roadway and throughout the plat. Currently, the Wild Horse subdivision collects in the ditch on the west side of Union Road and travels through a pipe under the road to the petitioner's property. A new storm sewer will be installed in the middle of Lot 2 to collect the existing drainage from the west. These storm sewers will be installed as a part of this development to accommodate 25 year storm. A typical storm sewer design will accommodate a 10 year storm. The street provides excess flow in the gutter to the detention basins. Each detention basin has a multi-stage outlet to control discharge. The design will treat 1.25" of rainfall for 24 hours for water quality to meet the City's standards. The proposed detention basins will address both water quantity and water quality of stormwater runoff. A drainage ditch will be graded along the south edge of the plat (Lot 4) and is located in a 50' drainage easement. This ditch will collect the off-site stormwater from the west into an overland flow route and will be graded to move the stormwater to the detention basin in Tract B. The stormwater flow will be directed away from the adjoining property owner to the south. In summary, the proposed design of the stormwater management plan for the Terraces at West Glen exceeds the city's ordinance standards.

Sanitary Sewer - The sanitary sewer is located through the middle of the development site. The sanitary sewer will be extended throughout the site during the construction of the roadways. The sanitary sewer service serving this area is subject to the Cherrywood Interceptor Sewer District tapping fee of \$294.63 per acre which was established by the City Council several years ago. The sewer fee is collected at the time of final platting.

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

A notice of this preliminary plat was mailed to the surrounding property owners/residents on July 11, 2019.

#### PLANNING & ZONING COMMISSION

Discussion 6/26/2019	Chair Holst introduced the item and Mr. Sturch provided background information. The proposed plat includes 240 acres of land bounded by W. 12 <sup>th</sup> Street, Union Road and W. 27 <sup>th</sup> Street. The focus of this preliminary plat is a 42 acre section of
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land at the corner of Union Road and 12<sup>th</sup> Street. The remaining 197 acres intended for future development. New Aldaya is proposing the development of the 42 acre parcel for the The Terraces at West Glen. He provided renderings displaying the tracts and outlots in the plat, as well as the recreation trail. He also displayed renderings of the stormwater detention, current and proposed floodplain boundaries, and the plat itself.

Mr. Wingert announced that he will abstain from the discussion and voting on this item. Mr. Holst asked if there were anyone in the audience that wished to address the Commission on this item. Mr. Thomas Paulsen, 3218 W. 12<sup>th</sup> Street is the owner of the property to the east of the proposed 42 acre section that New Aldaya will develop. He asked about the maintenance of the waterway and development of the land. Mrs. Melissa Tierney of New Aldaya Lifescapes provided some comments on the maintenance, development and ownership of the land in question. Mrs. Carmen Mason, 3108 Waterbury Drive would like to know the plans for the stormwater runoff and how this will affect her downstream property. Mr. Jon Biederman is the applicant's engineer. He addressed the issues with the waterway and permitting requirements and explained the plan for stormwater detention and drainage. The comments ended and the discussion turned back to the Commission.

Mr. Holst asked about the scale of the building on the corner of Union Road and 12<sup>th</sup> Street and whether there has been any pushback from the neighbors. Dan Keagle, Peters Construction, stated that there was a neighborhood meeting and it was addressed. Preliminary modifications have been made to the building to pull back the scale and lower the three-story portion to a two-story structure.

Ms. Giarusso is happy to see the discussion about the stormwater runoff and noted concerned with what happens if it doesn't work out the way it is intended. She asked what remedies would be available. Mr. Sturch stated that it is designed to maintain or improve the issues.

Mr. Leeper asked about the inflow of the water. Mr. Biederman explained proposed water flow improvements and answered further questions from the Commission.

The Planning and Zoning Commission will continue this discussion at the next meeting on July 10, 2019.

Discussion/Vote  
7/10/19

Chair Holst introduced the item and Mr. Sturch provided background information. He summarized the development plans for New Aldaya and details on the preliminary plat. The plat includes six lots for the future development of condominiums and patio homes for a 55 plus retirement community. The storm water plan includes detention basins to collect, detain, treat and release the storm water from the subdivision. The plan exceeds the City's requirements. Staff recommends approval of the preliminary plat.

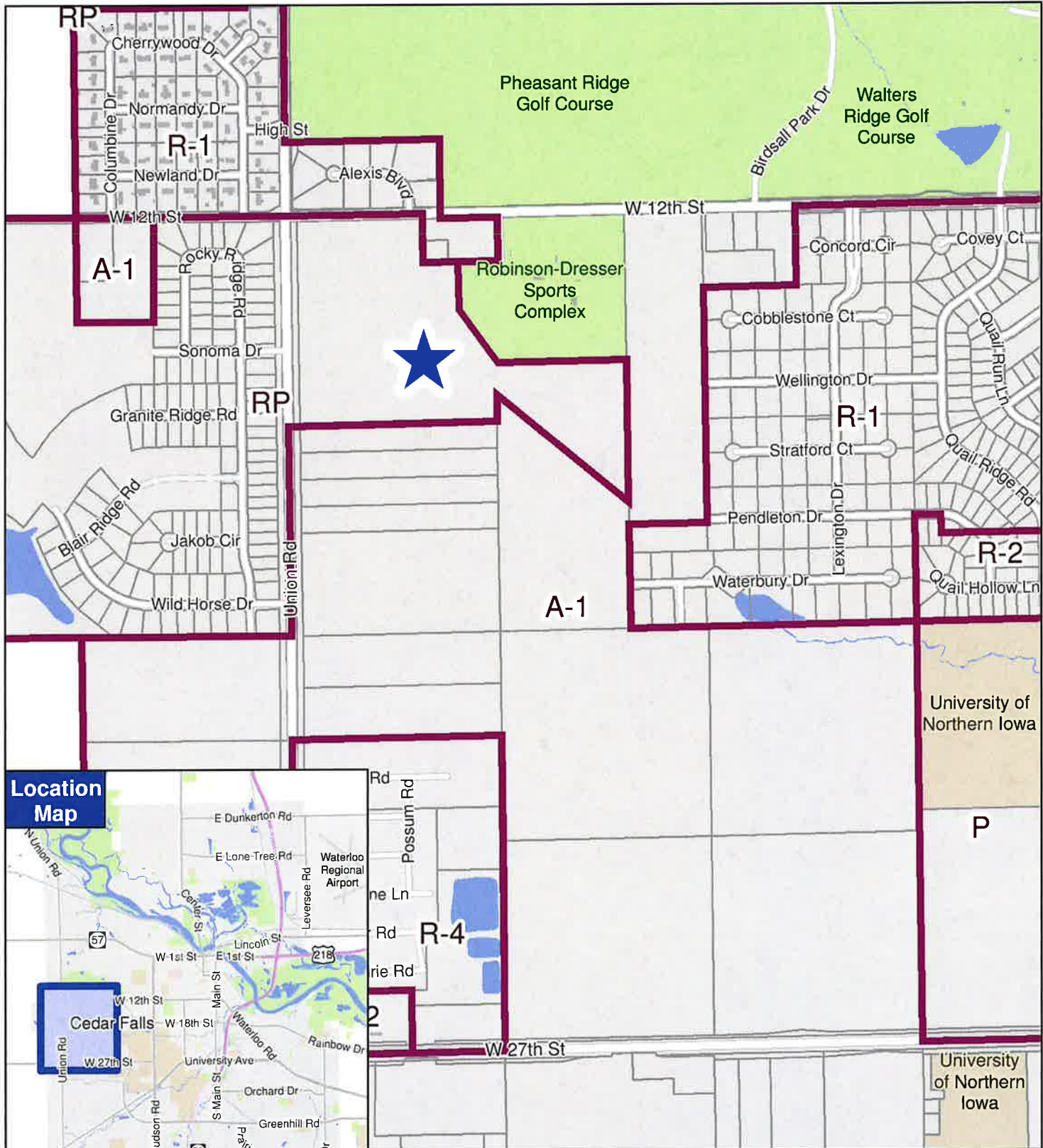
There were no comments and the Commission recommended approval of the Terraces at West Glen Preliminary Plat.

### STAFF RECOMMENDATION

The Community Development Department recommends approval of the Terraces at West Glen Preliminary Plat.

# Cedar Falls City Council July 15, 2019

ITEM 22.



**The Terraces at West Glen  
Preliminary Plat**

157

April 22, 2019

Mr. David Sturch  
City of Cedar Falls  
Planning and Community Services  
220 Clay Street  
Cedar Falls, IA 50613

Re: The Terraces at West Glen Preliminary Plat

Dear Mr. Sturch:

Terraces at West Glen, LLC is pleased to present a preliminary plat for a proposed residential subdivision located within Lot 2 of Robinson's Minor Plat of part of the NW ¼ of Section 15, 89N, R14W in the City of Cedar Falls, named The Terraces at West Glen. Specifically, the project location is at the southeasterly quadrant of West 12<sup>th</sup> Street and Union Road and consists of 42.349 acres. This real estate is being acquired from Money Pit, LLC.

To meet City of Cedar Falls platting requirements, the overall adjacent holdings of the current owner are included in the preliminary plat (239.692 acres). The area beyond the 42.349 acres is identified as an 'Outlot for Future Development' and is not a part of the development proposed by Terraces at West Glen LLC. We are showing only the overall boundary dimensions and area of this outlot.

The development will be an age 55+ campus as an extension of NewAldaya Lifescapes senior living services. The housing concept will consist of approximately 19 single homes, 22 duplex homes and two multi-story units with approximately 42 and 30 units respectively. At full build-out, approximately 135 housing units will be constructed.

Zoning of the 42.349 acres is R-P (planned residential). This allows a mixture of housing unit types and is a perfect fit for the proposed development. Ownership of the real estate, except for street right of way dedicated to the City of Cedar Falls, will be by Terraces at West Glen LLC.

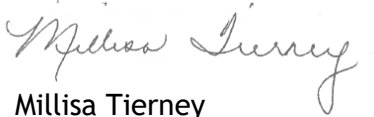
Utilities are currently readily available within or around the perimeter of the proposed subdivision and will be extended throughout the 42.349 acres. All utilities will be installed within the street right of way or utility easements.

Storm water is a major consideration of not only the proposed subdivision but also downstream properties. Our proposed subdivision will meet the City's storm water management ordinance requirements for new development in addition to reducing runoff rate to downstream properties from the current use of row crop production. A corridor for the flood plain will remain through the approximate middle of the property. This flood plain has a long history of varying depicted sizes subject to the best available elevation data at the time. Our design incorporates accurate elevation data as well as grading improvements to the waterway which allow a narrower flood plain. Adjacent homes will be elevated well above the 500-year elevation. This corridor will be vegetated with native grasses and flowers, offering an enhanced environmental state from the existing condition and an attractive visual appearance.

The development will be phased with schedule subject to the market demand. The first phases of construction will be west of the waterway and will consist of the public infrastructure for the westerly area. Single and duplex homes will be constructed at the approximate rate of 10-12 per year. The first multi-story structure may start construction around year 3 or 4.

We are excited to get started with construction and look forward to providing a needed housing option to the City of Cedar Falls. We thank City staff for all the assistance in getting us to this point and look forward to continuing our relationship as we work through the development process.

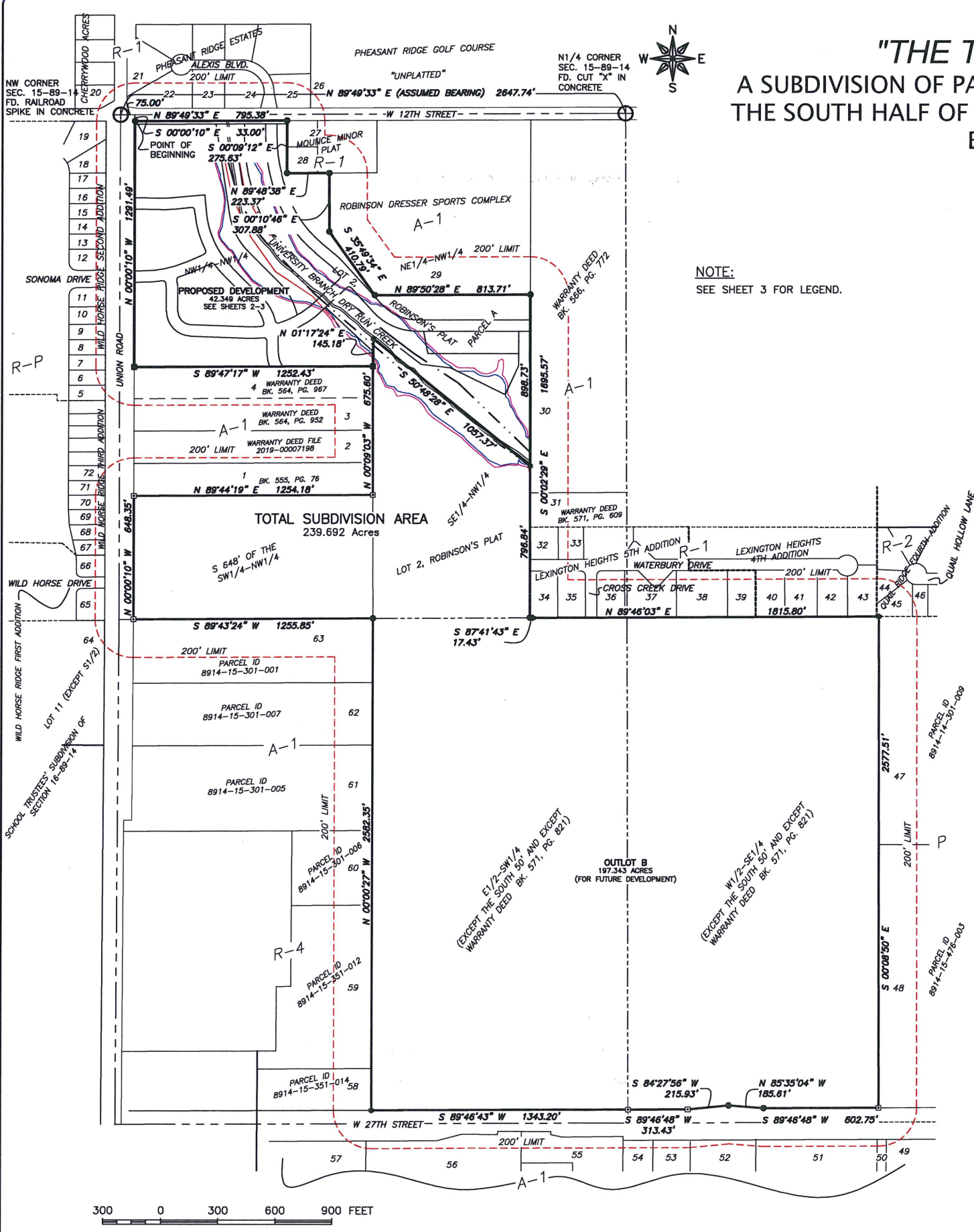
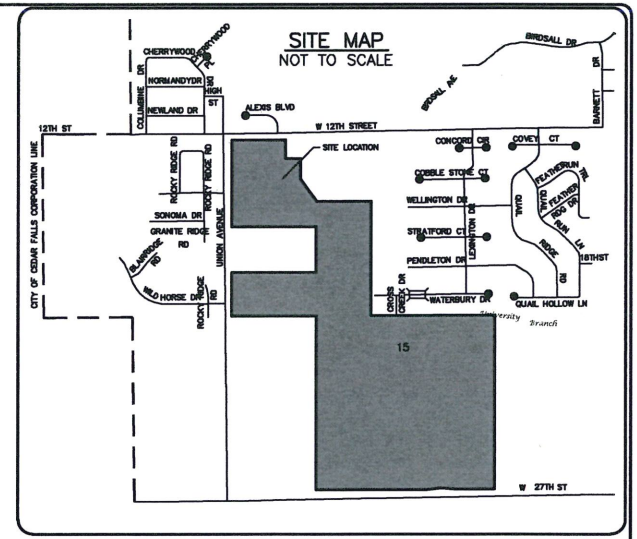
Sincerely,



Millisa Tierney  
CEO, Terraces at West Glen LLC

# PRELIMINARY PLAT "THE TERRACES AT WEST GLEN"

## A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTH HALF OF SECTION 15-T89N-R14W, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



**NOTE:**  
SEE SHEET 3 FOR LEGEND.

PROP.#	Name	Address
1	BONSALL,GALE	85 RIVER RIDGE RD
2	GOYEN,MICHAEL L & DENISE I	1712 UNION RD, CEDAR FALLS, IA 50613
3	GIRSCH,MICHAEL F & SUE	1608 UNION RD, CEDAR FALLS, IA 50613
4	GIRSCH,MICHAEL F & SUE	1608 UNION RD, CEDAR FALLS, IA 50613
5	ESQUIVEL,JASON	1616 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
6	DAVIS,GARY A & PAMELA K	1610 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
7	BOCK,RONALD J & PATRICIA J	1602 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
8	RAECHER,MICHAEL H & SARAH B	1532 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
9	SCHOENFISH,EYAN R & KARYN R	1524 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
10	MARLOW,BRADLEY D & MALOY,KATIE L	1516 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
11	ROGERS,GRACE C ANDREW	1508 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
12	HAGBERG,SCOTT E & DANIELLE N	1416 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
13	COSE,MATT C & LAMOS,SARAH	1408 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
14	SELF,SHARMISTHA & GRABOWSKI,RICHARD L	1402 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
15	RAFANELLO,NICHOLAS F & ALLYSON	1324 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
16	TABER,SEYED M ALI & NEZHAD,FAZEH JAHANNUMI	1316 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
17	PAXTON,NATHAN & EMILY	1310 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
18	GAST,BRENT L & TARA M	1304 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
19	MC CORD,NANCY	1230 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
20	SCHNATHORST,CRAIG A & CAROL R	1120 CHERRYWOOD DR, CEDAR FALLS, IA 50613
21	REINART,SCOTT D & SUSAN J	4007 ALEXIS BD, CEDAR FALLS, IA 50613
22	DHANWADA,RAMAKRISHNA & KAVITA R	4002 ALEXIS BD, CEDAR FALLS, IA 50613
23	DIB,JOUD G & SARA J	3918 ALEXIS BD, CEDAR FALLS, IA 50613
24	SUNDARAM,KALYANA & MURUGANAN,JAYALAKSHI	3904 ALEXIS BD, CEDAR FALLS, IA 50613
25	JORGENSEN,KEITH J TRUST	3801 ALEXIS BD, CEDAR FALLS, IA 50613
26	CITY OF CEDAR FALLS PARK COMM	2601-3205 W 12TH ST, CEDAR FALLS, IA 50613
27	MOUNCE,LINDA R	3710 W 12TH ST, CEDAR FALLS, IA 50613
28	MOUNCE,LYNETTE	3704 W 12TH ST, CEDAR FALLS, IA 50613
29	CITY OF CEDAR FALLS COMM SCHOOL	3626 W 12TH ST, CEDAR FALLS, IA 50613
30	PAISEN,GLORIA A & BRUNSKILL,HOWARD M	3218 W 12TH ST, CEDAR FALLS, IA 50613
31	BIRD INC	PO BOX 336, WAVERLY, IA 50677
32	POPPENS,SCOTT & HUREL	3407 WATERBURY DR, CEDAR FALLS, IA 50613
33	PAGE,BRIAN J & ZWANZIGER PAGE,ELIZABETH E	3325 WATERBURY DR, CEDAR FALLS, IA 50613
34	HOLAHAN,CHRISTOPHER M & BROOKE K	3408 WATERBURY DR, CEDAR FALLS, IA 50613
35	HOLAHAN,CHRISTOPHER M & BROOKE K	3408 WATERBURY DR, CEDAR FALLS, IA 50613
36	ESTEP,TARA J & MARK D	3306 WATERBURY DR, CEDAR FALLS, IA 50613
37	TINK,STEVEN R & JULIE A	3222 WATERBURY DR, CEDAR FALLS, IA 50613
38	SCHUERMAN CONSTRUCTION INC	PO BOX 214, CEDAR FALLS, IA 50613
39	MASON,BENJAMIN L & CARMEN A	3108 WATERBURY DR, CEDAR FALLS, IA 50613
40	HURST,EMIL & JENNIFER	3022 WATERBURY DR, CEDAR FALLS, IA 50613
41	BRADLEY,DONALD ROBERT & CAROL LYNN	3006 WATERBURY DR, CEDAR FALLS, IA 50613
42	OLSEN,CHRISTOPHER S & LEAH J	2922 WATERBURY DR, CEDAR FALLS, IA 50613
43	GERDES,BENJAMIN P III & ELIZABETH A	2908 WATERBURY DR, CEDAR FALLS, IA 50613
44	BECKER,STACIE L	2928 QUAIL HOLLOW LN, CEDAR FALLS, IA 50613
45	CARPENTER,KELLY R & KRISTIN M	2926 QUAIL HOLLOW LN, CEDAR FALLS, IA 50613
46	SURNEE,MURALI R & VELAMAKETI,SARODHINKALA	2922 QUAIL HOLLOW LN, CEDAR FALLS, IA 50613
47	STATE OF IOWA BOARD OF REGENTS	224 GILCHRIST HALL, UNI, CEDAR FALLS, IA 50614
48	CEDAR FALLS COMMUNITY SCHOOL DIS	1002 W 1ST ST, CEDAR FALLS, IA 50613
49	UNIVERSITY OF NORTHERN IOWA	1227 W 27TH ST, C/O UNIV SECRETARY, CEDAR FALLS, IA 50614-0530
50	CITY OF CEDAR FALLS CF UTILITIES	1 UTILITY PW, CEDAR FALLS, IA 50613
51	RASMUSSEN CO	9716 UNIVERSITY AV, CEDAR FALLS, IA 50613
52	RASMUSSEN,DONALD R & JACK P TRUST	1204 WASHINGTON ST, CEDAR FALLS, IA 50613
53	RASMUSSEN,DONALD R & JACK P TRUST	1204 WASHINGTON ST, CEDAR FALLS, IA 50613
54	RASMUSSEN CO	9716 UNIVERSITY AV, CEDAR FALLS, IA 50613
55	BRUNSCHEON,KEAGHAN K & ANTHONY L	3416 W 27TH ST, CEDAR FALLS, IA 50613
56	MORRIS,DANIEL J & JULIA K	3424 W 27TH ST, CEDAR FALLS, IA 50613
57	DAMGAARD,THOMAS J & PAULA A	3828 W 27TH ST, CEDAR FALLS, IA 50613
58	SIRES,DAVID E & JOY I	4107 HORSESHOE DR, CEDAR FALLS, IA 50613
59	SIRES,DAVID E & JOY I	4107 HORSESHOE DR, CEDAR FALLS, IA 50613
60	SIRES,DAVID E & JOY I	4107 HORSESHOE DR, CEDAR FALLS, IA 50613
61	RATH,ELIZABETH A & RICHARD M	2016 S UNION RD, CEDAR FALLS, IA 50613
62	TRESSLER,KENNETH E & LORRAINE M	2000 UNION RD, CEDAR FALLS, IA 50613
63	PICKLUN,WARREN E & NEISA J	1929 UNION RD, CEDAR FALLS, IA 50613
64	PITZ,STEVEN P & NANCY A	4111 WILD HORSE DR, CEDAR FALLS, IA 50613
65	BARNHART,THOMAS & CHELSEA	4112 WILD HORSE DR, CEDAR FALLS, IA 50613
66	MIDWEST DEVELOPMENT CO	411 FIRST AVE SE SUITE 410, CEDAR RAPIDS, IA 52401
67	MIDWEST DEVELOPMENT CO	411 FIRST AVE SE SUITE 410, CEDAR RAPIDS, IA 52401
68	HERNANDEZ,KEVIN R FOLKERS,GINA M	1812 ROCKY RIDGE RD, CEDAR FALLS, IA 50613
69	MIDWEST DEVELOPMENT CO	411 FIRST AVE SE SUITE 410, CEDAR RAPIDS, IA 52401
70	MIDWEST DEVELOPMENT CO	411 FIRST AVE SE SUITE 410, CEDAR RAPIDS, IA 52401
71	MIDWEST DEVELOPMENT CO	411 FIRST AVE SE SUITE 410, CEDAR RAPIDS, IA 52401
72	SPAULDE,CHRISTOPHER M & ASHLEY M	1724 ROCKY RIDGE RD, CEDAR FALLS, IA 50613

**BOUNDARY DESCRIPTION:**

THE TERRACES AT WEST GLEN, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND PART OF THE SOUTH HALF OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'33" EAST (ASSUMED BEARING), 75.00 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 00°00'10" EAST, 33.00 FEET ALONG SAID EXTENSION OF THE WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE NORTH 89°49'33" EAST, 795.38 FEET ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 1 IN SAID MINOR PLAT;

THENCE SOUTH 00°09'12" EAST, 275.63 FEET;

THENCE NORTH 89°48'38" EAST, 223.37 FEET;

THENCE SOUTH 00°10'46" EAST, 307.88 FEET;

THENCE SOUTH 35°49'34" EAST, 410.79 FEET;

THENCE NORTH 89°50'28" EAST, 813.71 FEET;

THENCE SOUTH 00°02'29" EAST, 1,695.57 FEET, ALL ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 87°41'43" EAST, 17.43 FEET, TO THE SOUTHWEST CORNER OF LEXINGTON HEIGHTS FIFTH ADDITION;

THENCE NORTH 89°46'03" EAST, 1,815.80 FEET, ALONG THE SOUTH LINE OF SAID ADDITION, THE SOUTH LINE OF LEXINGTON HEIGHTS FOURTH ADDITION, AND A PORTION OF THE SOUTH LINE OF QUAIL RIDGE FOURTH ADDITION, ALL ADDITIONS BEING IN SAID SECTION, TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 00°08'30" EAST, 2,577.51 FEET ALONG THE EAST LINE OF SAID WEST HALF OF SAID QUARTER SECTION TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 27TH STREET;

THENCE SOUTH 89°46'48" WEST, 402.75 FEET;

THENCE NORTH 85°35'04" WEST, 185.61 FEET;

THENCE SOUTH 84°27'56" WEST, 215.93 FEET;

THENCE SOUTH 89°46'48" WEST, 313.43 FEET;

THENCE SOUTH 89°46'43" WEST, 1,343.20 FEET, ALL ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 00°02'27" WEST, 2,582.35 FEET ALONG SAID WEST LINE OF SAID EAST HALF OF SAID QUARTER SECTION TO THE NORTHWEST CORNER THEREOF AND THE SOUTHWEST CORNER OF SAID LOT 2 OF ROBINSON'S MINOR PLAT;

THENCE SOUTH 89°43'24" WEST, 1,255.85 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION TO THE EAST RIGHT-OF-WAY LINE OF UNION ROAD;

THENCE NORTH 00°00'10" WEST, 648.35 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF THE SOUTH 648' OF SAID QUARTER-QUARTER SECTION;

THENCE NORTH 89°44'19" EAST, 1,254.18 FEET ALONG SAID NORTH LINE TO THE WESTERLY LINE OF SAID LOT 2;

THENCE NORTH 00°09'03" WEST, 675.60 FEET;

THENCE SOUTH 89°47'17" WEST, 1,252.43 FEET, BOTH ALONG SAID WESTERLY LINE TO THE EAST RIGHT-OF-WAY LINE OF UNION ROAD;

THENCE NORTH 00°00'10" WEST, 1,291.49 FEET ALONG THE WESTERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING;

CONTAINING 239.692 ACRES, SUBJECT TO EASEMENTS OF RECORD.

REFERENCE IS HEREBY MADE TO A SURVEY AND PLAT MADE BY MICHAEL R. FOGLE, RECORDED JUNE 16, 1992, IN MISCELLANEOUS BOOK 301, PAGE 709 ON FILE IN THE BLACK HAWK COUNTY RECORDER'S OFFICE, WATERLOO, IOWA.

**PRELIMINARY AND FINAL PLAT PREPARER:**  
LYLE G. TEKIPPE, PE, LS  
FEHR GRAHAM  
128 SOUTH VINE STREET  
WEST UNION, IA 52175

**PROPRIETOR/OWNER:**  
MONEY PIT, LLC  
P.O. BOX 128  
CEDAR FALLS, IA 50613

**PARCEL A PURCHASER AND SUBDIVIDER:**  
TERRACES AT WEST GLEN, LLC  
7511 UNIVERSITY AVENUE  
CEDAR FALLS, IA 50613

**NOTE:**  
OUTLOT B WILL NOT BE DEVELOPED AT THIS TIME AND IS SHOWN ONLY TO MEET CITY OF CEDAR FALLS PLATTING REQUIREMENTS FOR ADJACENT PROPERTY HELD BY CURRENT OWNER AT THE TIME OF PRELIMINARY PLAT SUBMITTAL (APRIL 22, 2019). AS OF MAY 3, 2019, PARCEL A OWNERSHIP HAS BEEN TRANSFERRED TO TERRACES AT WEST GLEN, LLC.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa. The unadjusted error of closure does not exceed 1:10,000 for the subdivision boundary and does not exceed 1:5,000 for any individual lot.

Lyle G. Tekippe, P.E. & F.L.S. Date: 5/21/19  
License Number: 70650  
My license renewed date is December 31, 2020.  
Sheets covered by this seal: SHEETS 1-3

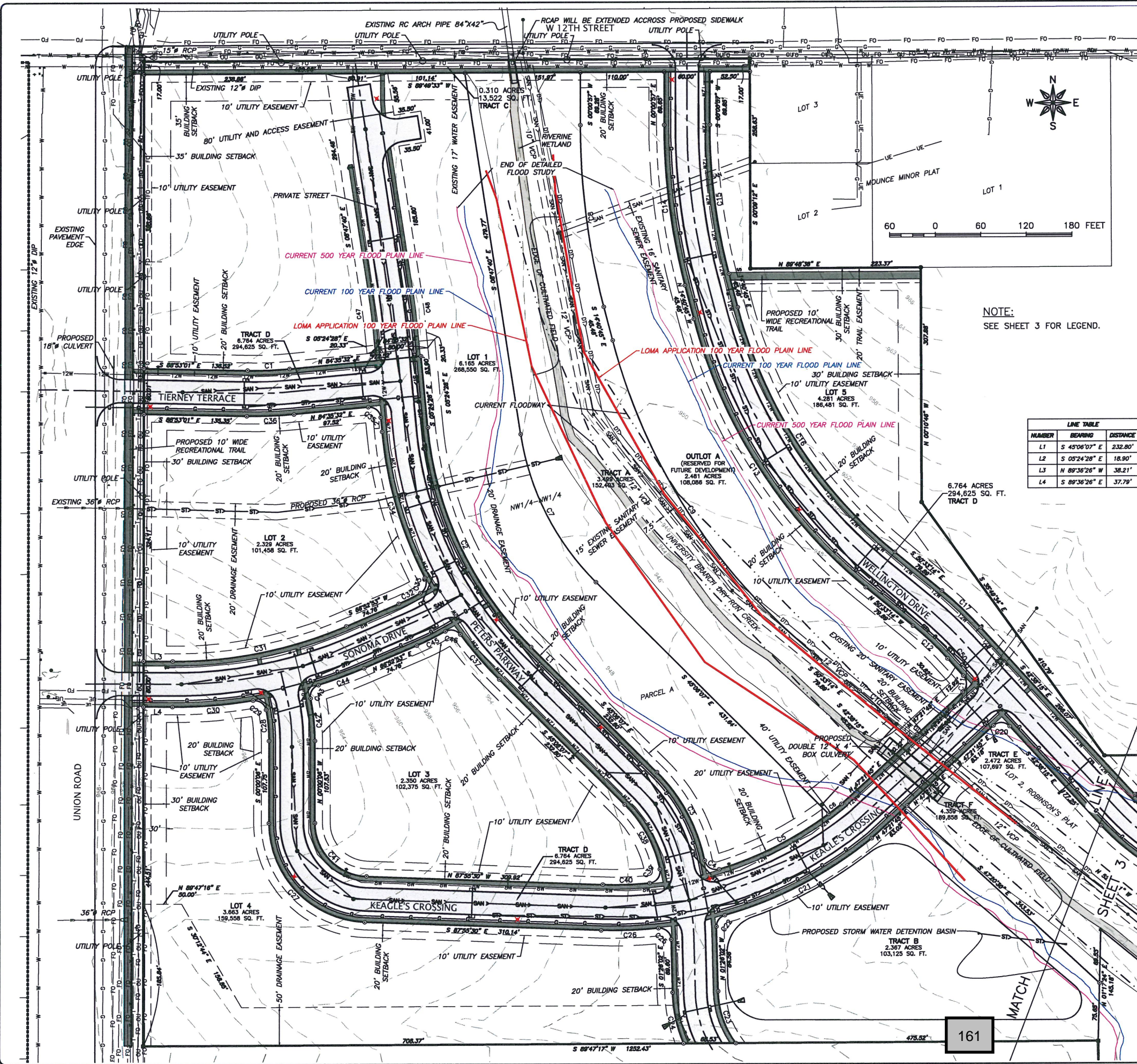
**EXISTING AND PROPOSED ZONING:**  
PARCEL A - R-P (PLANNED RESIDENTIAL)  
REMAINDER - A (AGRICULTURAL)

**BUILDING SETBACK REQUIREMENTS (R-P):**  
FRONT - 20'  
ZONING PERIMETER REQUIREMENT - ONE AND TWO UNITS: 30'  
TWO AND THREE STORY RESIDENTIAL: 35'

REV. NO.	DESCRIPTION	DATE
1	MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS	5/13/19
2	MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS	5/21/19

 ILLINOIS IOWA WISCONSIN	OWNER/DEVELOPER: TERRACES AT WEST GLEN, LLC 7511 UNIVERSITY AVENUE CEDAR FALLS, IA 50613	PROJECT AND LOCATION: THE TERRACES AT WEST GLEN CEDAR FALLS, IOWA	DRAWN BY: PJM APPROVED: [Signature] DATE: 5/21/19 SCALE: 1" = 60'									
	<table border="1" style="width: 100%;"> <thead> <tr> <th>REV. NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS</td> <td>5/13/19</td> </tr> <tr> <td>2</td> <td>MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS</td> <td>5/21/19</td> </tr> </tbody> </table>			REV. NO.	DESCRIPTION	DATE	1	MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS	5/13/19	2	MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS	5/21/19
REV. NO.	DESCRIPTION	DATE										
1	MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS	5/13/19										
2	MODIFICATIONS REQUESTED BY CITY OF CEDAR FALLS	5/21/19										





**NOTES:**

1. VERTICAL DATUM: NAVD88
2. 2' CONTOUR INTERVAL SHOWN
3. PARCEL A WILL BE GRADED TO ALLOW FOR RESIDENTIAL STRUCTURE CONSTRUCTION.
4. NO PARCELS OR LOTS ARE PLANNED FOR DEDICATION FOR SCHOOLS, PARKS, OR PLAYGROUNDS.
5. TRACT A IS FLOOD PLAIN AND NON-BUILDABLE.
6. TRACT B IS STORMWATER MANAGEMENT AREA/FLOODPLAIN & NON-BUILDABLE.
7. TRACTS C & D WILL BE DEDICATED TO THE CITY OF CEDAR FALLS AS PUBLIC STREET RIGHT-OF-WAY. TRACT C IS CURRENTLY A UTILITY EASEMENT (17' WIDE) FOR WATER MAIN.
8. PUBLIC STREET RIGHT-OF-WAY WIDTH WILL BE 60'.
9. A PORTION OF LOT 1 & LOT 3 ARE PLANNED FOR MULTI-STORY & MULTI-UNIT HOUSING STRUCTURES.
10. LOTS 2, 4, 5, AND 6 ARE PLANNED FOR SINGLE AND DUPLEX HOUSING STRUCTURES.
11. A 10' WIDE UTILITY EASEMENT WILL BE PROVIDED ADJACENT TO ALL STREET RIGHT-OF-WAY.
12. 4' WIDE SIDEWALKS WILL BE CONSTRUCTED ALONG BOTH SIDES OF PUBLIC STREETS & ALONG THE SOUTH SIDE OF W. 12TH STREET.
13. WATER MAIN WILL BE 8"Ø & 12"Ø, AS INDICATED. GATE VALVES WILL BE PLACED AT ALL SIDES OF NEW TEES & CROSSES.
14. STORM SEWER IS GENERALLY DESIGNED FOR 25 YEAR STORM FLOW.
15. EFFECTIVE FLOOD PLAIN BOUNDARY SHOWN IS LARGER THAN ACTUAL FLOOD PLAIN. FLOOD PLAIN IS IN PROCESS OF RESTUDY DUE TO CURRENT FLOWS, PROPOSED GRADING (LOWERING) & ROAD CROSSING. THE RESULT WILL BE A NEW FLOOD PLAIN DEFINITION THAT IS NARROWER THAN CURRENTLY SHOWN. FLOOD PLAIN WILL BE LOCATED WITHIN TRACT A & TRACT F. THIS WILL ALLOW STRUCTURES TO BE BUILT ON ADJACENT LOTS. ADJACENT RESIDENTIAL STRUCTURES WILL NOT HAVE BASEMENTS & WILL HAVE MAIN FLOOR AT LEAST 2' ABOVE THE 500 YEAR FLOOD PLAIN.
16. INTERSECTION RADII WILL BE 15'.
17. 36"Ø STORM SEWER BETWEEN TIERNY TERRACE & SONOMA DRIVE ONLY CARRIES RUNOFF FROM DEVELOPMENT WEST OF UNION ROAD.
18. WATERWAY ALONG SOUTHERLY LINE OF LOT 4 WILL BE REGRADED.

**NOTE:**  
SEE SHEET 3 FOR LEGEND.

NUMBER	BEARING	DISTANCE
L1	S 45°06'07" E	232.80'
L2	S 05°24'28" E	18.90'
L3	N 89°36'26" W	38.21'
L4	S 89°36'26" E	37.79'

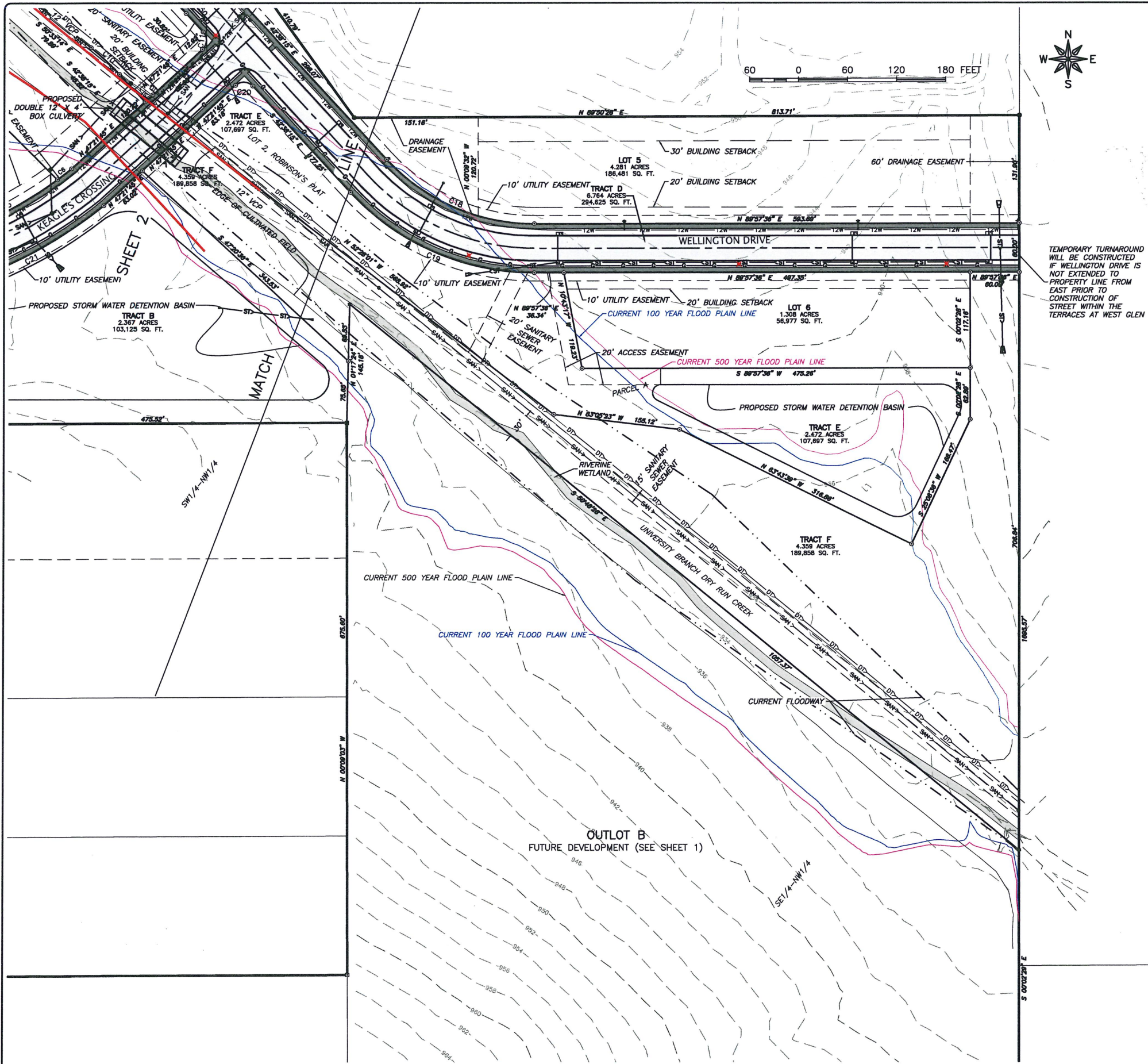
CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	55.28'	485.50'	N 87°51'16" E	55.25'
C2	325.61'	470.00'	S 25°15'17" E	318.14'
C3	133.85'	230.00'	S 28°25'46" E	131.97'
C4	24.88'	15.00'	S 59°16'35" E	22.13'
C5	161.51'	470.00'	N 63°21'38" E	160.72'
C6	21.47'	470.00'	N 52°12'25" E	21.47'
C7	221.79'	350.00'	S 26°56'53" E	218.10'
C8	241.09'	940.00'	S 07°19'54" E	240.43'
C9	494.64'	790.00'	S 32°36'59" E	486.60'
C10	47.80'	344.50'	S 46°35'44" E	47.56'
C11	23.56'	15.00'	N 02°21'45" E	21.21'
C12	62.80'	454.50'	N 46°35'44" W	62.75'
C13	425.77'	680.00'	N 32°36'59" W	418.85'
C14	212.87'	830.00'	N 07°19'54" W	212.28'
C15	197.49'	770.00'	S 07°19'54" E	196.95'
C16	398.20'	620.00'	S 32°36'59" E	381.89'
C17	71.09'	514.50'	S 46°35'44" E	71.03'
C18	202.70'	245.00'	S 66°20'20" E	196.97'
C19	252.34'	305.00'	S 66°20'20" E	245.20'
C20	23.56'	15.00'	S 87°38'15" E	21.21'
C21	216.62'	530.00'	N 62°30'53" E	217.07'
C22	19.83'	15.00'	N 36°26'46" E	18.42'
C23	72.89'	120.00'	N 18°50'03" W	71.77'
C24	68.69'	180.00'	S 12°21'52" E	68.26'
C25	24.78'	15.00'	S 48°45'09" E	22.05'
C26	75.35'	530.00'	N 88°00'07" E	75.29'
C27	199.08'	130.81'	S 43°57'48" E	180.42'
C28	41.13'	220.00'	S 05°21'25" E	41.07'
C29	23.19'	15.00'	S 55°00'40" E	20.95'
C30	106.69'	630.00'	N 85°32'30" E	106.56'
C31	233.90'	570.00'	S 78°38'13" W	232.26'
C32	31.37'	270.00'	S 63°33'11" W	31.35'
C33	22.88'	15.00'	S 16°32'00" W	20.72'
C34	201.20'	530.00'	S 16°16'59" E	199.89'
C35	23.56'	15.00'	S 50°24'28" E	21.21'
C36	62.12'	545.50'	N 87°51'16" E	62.08'
C37	78.31'	530.00'	S 40°52'08" E	78.24'
C38	97.84'	170.00'	S 28°36'53" E	96.49'
C39	25.31'	15.00'	S 36°12'53" W	22.41'
C40	81.87'	470.00'	S 88°18'58" W	81.62'
C41	107.45'	70.81'	N 43°57'48" W	97.43'
C42	58.22'	280.00'	N 05°45'14" W	56.13'
C43	22.04'	15.00'	N 30°35'19" E	20.11'
C44	63.80'	630.00'	N 69°46'56" E	63.77'
C45	41.53'	330.00'	N 63°16'35" E	41.50'
C46	21.91'	15.00'	S 78°28'56" E	20.01'
C47	56.75'	980.00'	S 07°06'04" E	56.74'
C48	61.48'	1040.00'	S 07°06'04" E	61.47'

JOB NUMBER:  
**18-868**

SHEET NUMBER:  
**2 OF 3**

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN



**NOTES:**

19. WATER SERVICE AND SANITARY SEWER SERVICE WILL BE STUBBED TO THE BACK OF THE UTILITY EASEMENT LINE FOR EACH RESIDENTIAL UNIT.
20. INITIAL PHASE OF CONSTRUCTION WILL BE LOTS 1-5, ADJACENT PORTION OF TRACT D (CITY STREET), TRACT A (FLOODPLAIN, TRACT B (STORM WATER MANAGEMENT).
21. TRACT A WILL BE VEGETATED WITH NATIVE PLANTINGS (GRASSES AND FORBS).
22. WATER MAIN GENERALLY 6.5' BEHIND CURB.
23. GAS MAIN GENERALLY 6' BEHIND CURB, OPPOSITE SIDE OF STREET FROM WATER.
24. UNDERGROUND ELECTRIC & COMMUNICATION LINES WITHIN 10' UTILITY EASEMENTS.
25. STREETS TO BE 31" BB, PCC, WITH MIN. 12" THICK CRUSHED STONE BASE & SUBDRAIN TILE ON BOTH SIDES OF STREET.
26. BASED UPON THE EFFECTIVE FLOOD INSURANCE RATE MAP, LOT 1 HAS 16.6 PERCENT WITHIN THE 100 YEAR FLOOD PLAIN AND OUTLOT A HAS 47.2 PERCENT WITHIN THE 100 YEAR FLOOD PLAIN. A LETTER OF MAP AMENDMENT (LOMA) HAS BEEN PREPARED AND SUBMITTED BASED UPON APPLYING THE FLOOD PROFILES FROM THE EFFECTIVE FLOOD INSURANCE STUDY. APPLICATION OF THE PROFILE TO ACTUAL EXISTING GROUND INDICATES A SIGNIFICANTLY SMALLER 100 YEAR FLOOD PLAIN. THE LOMA WILL TAKE THE AREAS OF BOTH LOT 1 AND OUTLOT A WITHIN THE 100 YEAR FLOOD PLAIN TO ZERO PERCENT - WITH NO GRADING REQUIRED.
27. THE SECTION OF UNIVERSITY BRANCH DRY RUN CREEK WILL BE REGRADED. A NEW LETTER OF MAP AMENDMENT WILL BE PROVIDED THAT WILL MODIFY THE FLOOD PLAIN AREA TO KEEP WITHIN THE DESIGNATED TRACTS AS WELL AS LOWER THE FLOOD PROFILE IN SEVERAL INSTANCES. THIS IS ACCOMPLISHED BY REMOVAL OF MATERIAL FROM THE CURRENT FLOOD PLAIN. ADJACENT HOMES WILL HAVE A LOWEST FLOOR AT LEAST 2' ABOVE THE 500 YEAR FLOOD PROFILE.
28. NATIVE GRASSES AND FORBS WITHIN TRACTS A, B, E, AND F WILL BE ESTABLISHED BY THE DEVELOPER. AS THIS TAKES TIME TO ESTABLISH, THE DEVELOPER WILL UNDERTAKE AN INTENSIVE WEEDING, SPRAYING, AND MAINTENANCE PLAN TO KEEP THESE AREAS AS ATTRACTIVE AS POSSIBLE. OCCASIONAL SPOT MOWING, SUBJECT TO PLANT TOLERANCE, WILL TAKE PLACE. THE INTENT IS FOR THESE AREAS TO BE AS ATTRACTIVE AS POSSIBLE AND TO BECOME AN AMENITY FOR THE DEVELOPMENT.
29. MAXIMUM VEGETATED SLOPES UPON GRADING WILL BE 4:1. AREAS SHOWN STEEPER ON THE PRELIMINARY GRADING PLAN WILL ULTIMATELY HAVE RETAINING WALLS AND WILL INITIALLY BE CONSTRUCTED FLATTER TO REDUCE EROSION. FINAL GRADING WITH RETAINING WALLS WILL TAKE PLACE LATER AS STRUCTURES ARE CONSTRUCTED.

TEMPORARY TURNAROUND WILL BE CONSTRUCTED IF WELLINGTON DRIVE IS NOT EXTENDED TO PROPERTY LINE FROM EAST PRIOR TO CONSTRUCTION OF STREET WITHIN THE TERRACES AT WEST GLEN

**LEGEND**

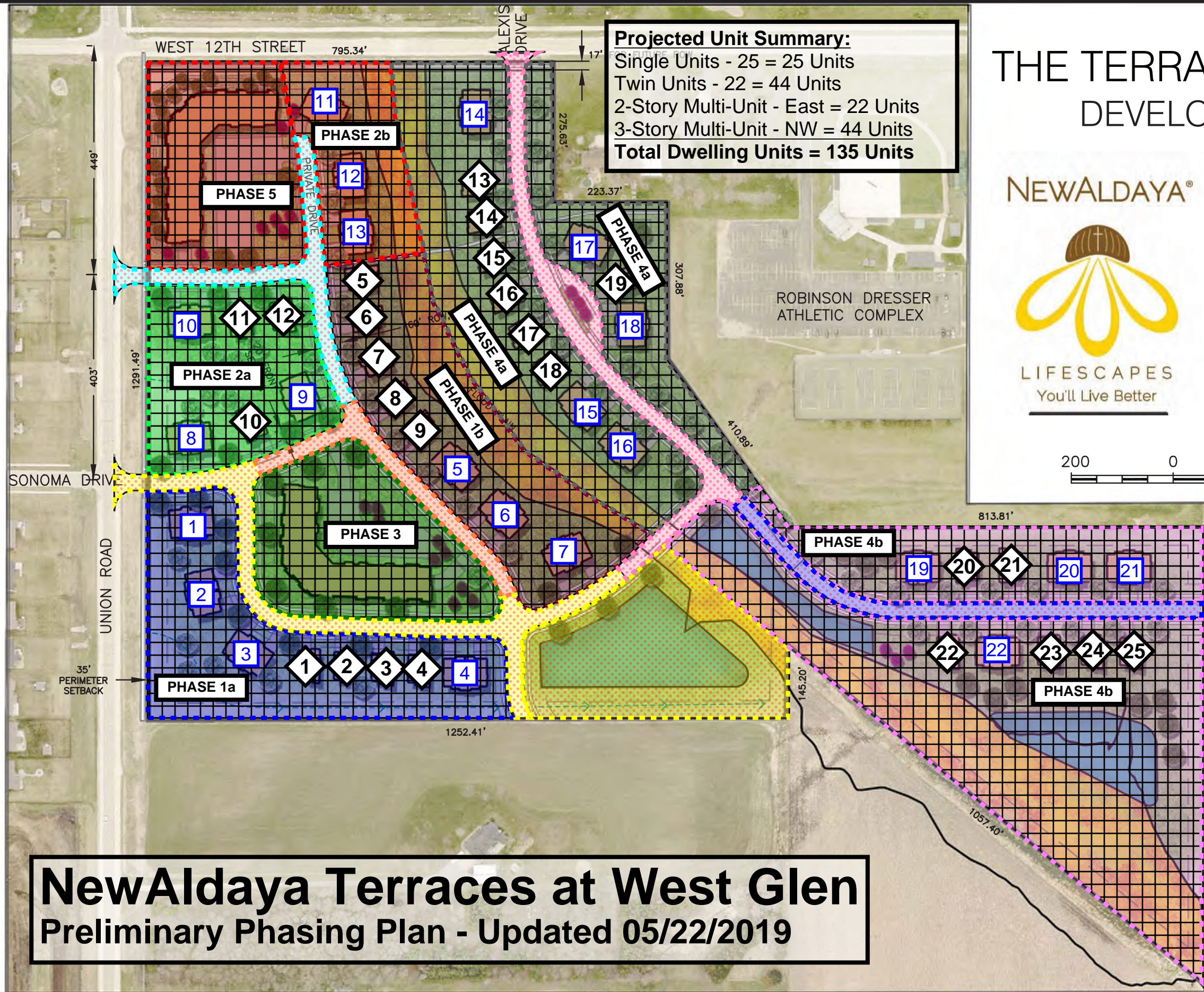
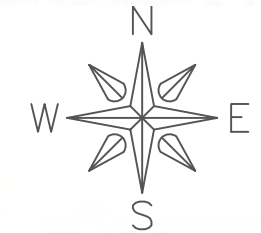
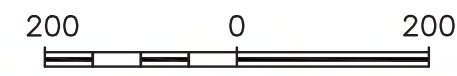
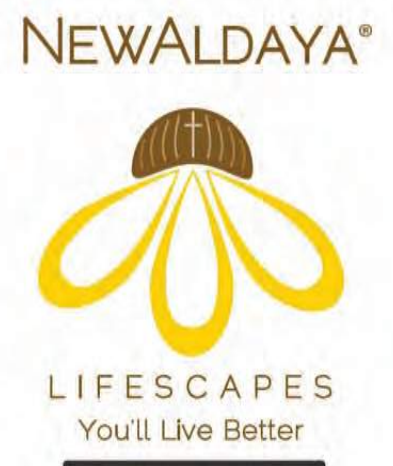
	SECTION CORNER AS DESCRIBED
	FOUND 1/2" REBAR
	FOUND 1/2" REBAR W/YPC #8505
	FOUND MONUMENT
	TO BE SET 1/2" REBAR W/RPC #7060
	CALCULATED POSITION
	SUBDIVISION BOUNDARY
	RED PLASTIC CAP
	YELLOW PLASTIC CAP
	RPC
	YPC
<b>EXISTING</b>	
	WATER PIPE
	FIRE HYDRANT
	YARD HYDRANT
	WATER VALVE WITH BOX
	CURB STOP W/CURB BOX
	STORM SEWER
	DRAIN TILE
	DITCH LINE (UNPAVED)
	STORM MANHOLE
	CATCH BASIN
	STORM SEWER INLET
	STORM SEWER INLET - BEHIND CURB
	RCP OR RCP EQRS (RCAP) END SECTION
	FIBER OPTIC LINE
	UNDERGROUND TV CABLE
	CABLE TV RISER PEDESTAL
	OVERHEAD UTILITY
	UNDERGROUND ELECTRIC
	ELECTRIC RISER PEDESTAL
	ELECTRIC MANHOLE
	UNDERGROUND TELEPHONE
	TELEPHONE RISER PEDESTAL
	TELEPHONE MANHOLE
	UTILITY POLE
	UTILITY POLE W/ METER
	UTILITY POLE W/ TRANSFORMER
	UTILITY POLE W/ LIGHT
	UTILITY POLE WITH GUY WIRE AND ANCHOR
	LIGHT POLE (SINGLE FIXTURE)
	GAS MAIN
	GAS VALVE
	GAS STRUCTURE
<b>PROPOSED</b>	
	WATER PIPE
	FIRE HYDRANT
	YARD HYDRANT
	WATER VALVE WITH BOX
	CURB STOP W/CURB BOX
	STORM SEWER
	DRAIN TILE
	DITCH LINE (UNPAVED)
	STORM MANHOLE
	CATCH BASIN
	STORM SEWER INLET
	STORM SEWER INLET - BEHIND CURB
	RCP OR RCP EQRS (RCAP) END SECTION
	FIBER OPTIC LINE
	UNDERGROUND TV CABLE
	CABLE TV RISER PEDESTAL
	OVERHEAD UTILITY
	UNDERGROUND ELECTRIC
	ELECTRIC RISER PEDESTAL
	ELECTRIC MANHOLE
	UNDERGROUND TELEPHONE
	TELEPHONE RISER PEDESTAL
	TELEPHONE MANHOLE
	UTILITY POLE
	UTILITY POLE W/ METER
	UTILITY POLE W/ TRANSFORMER
	UTILITY POLE W/ LIGHT
	UTILITY POLE WITH GUY WIRE AND ANCHOR
	LIGHT POLE (SINGLE FIXTURE)
	GAS MAIN
	GAS VALVE
	GAS STRUCTURE

JOB NUMBER:  
**18-868**

SHEET NUMBER:  
**3 OF 3**

# THE TERRACES AT WEST GLEN DEVELOPMENT CONCEPT

**Projected Unit Summary:**  
 Single Units - 25 = 25 Units  
 Twin Units - 22 = 44 Units  
 2-Story Multi-Unit - East = 22 Units  
 3-Story Multi-Unit - NW = 44 Units  
**Total Dwelling Units = 135 Units**



Phase	Timeframe
Phase 1 Infrastructure	Summer 2019-Fall 2019
Phase 1 Dwelling Units	Late Fall 2019-Summer 2020
Phase 1b Infrastructure	Fall 2019-Spring 2020
Phase 1b Dwelling Units	Spring 2020-Spring 2021
Phase 2 Infrastructure	Spring 2020-Summer 2020
Phase 2a Dwelling Units	Summer 2021-Spring 2022
Phase 2b Dwelling Units	Summer 2022-Spring 2023
Phase 3 Infrastructure	N/A
Phase 3 Multi-Story Building	Spring 2021-Fall 2022
Phase 4 Infrastructure	Spring 2022-Fall 2022
Phase 4a Dwelling Units	Summer 2023-Summer 2024
Phase 4b Dwelling Units	Summer 2024-Summer 2025
Phase 5 Multi-Story Building	Summer 2023-Winter 2024

## NewAldaya Terraces at West Glen Preliminary Phasing Plan - Updated 05/22/2019



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** July 5, 2019  
**SUBJECT:** HOME Investment Partnership Program Consortium Cooperation Agreement

In 1998, the City of Cedar Falls and the City of Waterloo entered into its first HOME Investment Partnership Program Consortium Cooperation Agreement. This agreement has been jointly extended for subsequent three-year terms since 2001. Our current agreement recently expired and we are looking to enter into a new three-year agreement. The HOME Program Agreement basically allows Cedar Falls and Waterloo to exist as a “cooperative consortium” to receive additional funding through the U.S. Department of Housing and Urban Development (HUD) for which we would otherwise be ineligible to receive.

In order to continue receiving HUD funding, Cedar Falls and Waterloo must renew the Home Consortium Cooperation Agreement for the period of July 1, 2019 to June 30, 2022. It would cover three federal program years: 2019, 2020, and 2021. The HOME Investment Partnership Program Consortium Cooperation Agreement is a HUD drafted contract that outlines applicable federal citations and regulations.

The City of Cedar Falls anticipates receiving approximately \$95,000 annually for housing-related activities for the term of the new agreement. By HUD regulations, 10% of the total award is allocated to the City of Waterloo as the lead entity for many of the administrative purposes of the grant and 15% is allocated to a locally identified non-profit Community Housing Development Organization (CHDO). While the consortium award is \$453,196, HUD has published a split of 72% (Waterloo) and 28% (Cedar Falls). Therefore, after deducting the administrative and CHDO allocations, Cedar Falls' funding is \$95,172.00 in program year 2019. The agreement outlines how to apply the percentage split annually, given that HUD funding varies from year to year.

Cedar Falls originally utilized its HOME funds to purchase lots for donation to Habitat for Humanity. Infrastructure site improvements are also eligible expenses to the purchased

lots. To date, 21 infill residential lots have been purchased in Cedar Falls through the HOME Program. Twenty-two homes, which include two townhomes, have been constructed on those lots by Habitat for Humanity. Because infill lots have become scarce, the City began utilizing funds toward rehabilitation grants for low to moderate income households similar to our CDBG program. This has been low for a couple of years. However, Staff has several projects this summer anticipated to use HOME funding (with technical support from INRCOG) and we have meet with Habitat to establish a partnership for future projects.

The HOME Consortium has been an effective partnership with the City of Waterloo and has allowed Cedar Falls to tap into otherwise unobtainable HUD funding.

The Department of Community Development recommends the City Council adopt a resolution approving and authorizing execution of a continued HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo. This furthers City Council Goal 6 of Creating an environmental conducive to economic development, with an objective of continuing to seek ways in which to promote affordable housing.

Please contact me with any questions. Thank you.

**HOME INVESTMENT PARTNERSHIP PROGRAM  
CONSORTIUM COOPERATION AGREEMENT  
FISCAL YEARS 2020, 2021 AND 2022  
(July 1, 2019 to June 30,2022 )**

Federal Program Years 2019, 2020, 2021  
(October 1, 2019 to September 30, 2022)

THIS CONSORTIUM COOPERATION AGREEMENT is entered into by and between the City of Cedar Falls, a Municipal Corporation in Black Hawk County, Iowa (sometimes hereinafter referred to as the "City") and the City of Waterloo, a Municipal Corporation in Black Hawk County, Iowa (hereinafter referred to as the "Lead Entity") for the purpose of continuing a HOME Consortium pursuant to the HOME Investment Partnerships Act (hereinafter referred to as the "HOME Program"); Title II of the Cranston-Gonzales National Affordable Housing Act, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter referred to as the "Act").

WHEREAS, Section 216(2) of the Act provides that a consortium of geographically contiguous units of general local government is considered a unit of general local government for purposes of the Home Investment Partnerships Program if the Secretary of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") determines that the consortium has sufficient authority and administrative capability to carry out the purposes of the Act on behalf of its member jurisdictions and will direct its activities to the alleviation of housing problems within States; and,

WHEREAS, in accordance with Section 217(b)(3) of the Act, HUD will include, as jurisdictions eligible to receive allocations of HOME funds by formula, approved consortia of units of general local government; and,

WHEREAS, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa, desire to enter into a HOME Program Consortium Agreement for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low and moderate-income residents.

NOW, THEREFORE, in consideration of these mutual covenants, the City of Cedar Falls, Iowa, and the City of Waterloo, Iowa do hereby agree as follows:

**SECTION 1. DEFINITIONS-ABBREVIATIONS**

- 1.1 "City" shall mean - the City of Cedar Falls, an Iowa Municipal Corporation.
- 1.2 "Lead Entity" shall mean - the City of Waterloo, an Iowa Municipal Corporation.
- 1.3 "HUD" shall mean - the U.S. Department of Housing and Urban Development.
- 1.4 "Act" shall mean - the Cranston-Gonzales National Affordable Housing Act, as amended

(42 U.S.C. 12701 *et seq.*).

- 1.5 "HOME Program" shall mean - the program conducted under the provision of the Cranston-Gonzales National Affordable Housing Act, Title II, Subtitle A - HOME Investment Partnerships Program (P.L. 101-625) and the Code of Federal Regulations (24 CFR Part 92).
- 1.6 "HOME Funds" shall mean - HOME Program Entitlement Grant Funds awarded by the Secretary of HUD to the Consortium in accordance with the allocation formula prescribed by HUD.
- 1.7 "Consortium" or "HOME Consortium" shall mean - a consortium of geographically contiguous units of general local government, which HUD treats as a single unit of local government under the HOME Program, formed for the purpose of furthering the objectives of the HOME Program. Under this Agreement, the cities of Cedar Falls and Waterloo comprise the HOME Consortium.
- 1.8 "Housing Unit or Units" shall mean - decent, safe, sanitary and affordable housing developed or assisted with HOME Funds pursuant to this Agreement.
- 1.9 "Qualification Period" shall mean - the Federal Fiscal Years for which the HOME Consortium is to qualify to receive allocations as a participating jurisdiction in the HOME Program.

## **SECTION 2. RESPONSIBILITIES OF THE PARTIES**

- 2.1 Pursuant to this Agreement, the City and the Lead Entity agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.
- 2.2 The Lead Entity shall act in a representative capacity for all member units of general local government, or the Consortium members, for the purposes of the HOME Program.
- 2.3 The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Submission of Community Planning and Development Programs ("Consolidated Plan") in accordance with HUD regulation in 24 CFR Parts 91 and 92.
- 2.3.1 This Agreement does not contain a provision for veto or other restriction that would allow any member unit of local government to obstruct the implementation of the Consortium's approved Consolidated Plan.
- 2.3.2 The 5- Year Consolidated Plan document shall be prepared by Lead Entity in collaboration with staff from City. If a consulting firm is hired to prepare said document, Lead Entity and City will come to a mutually acceptable agreement to split the cost of the

consulting firm.

- 2.3.3 Lead Entity and City agree that necessary adjustments to the Consolidated Plan development process will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.
- 2.3.4 The Lead Entity shall initiate the 5-Year Consolidated Plan and Annual Action Plans in IDIS for Lead Entity and City, and submit to HUD on IDIS. Annual reporting (CAPER) will be completed by each entity separately in IDIS.
- 2.4 The Lead Entity and/or City if necessary, shall secure from the State of Iowa a written certification that the Consortium will direct its activities to the alleviation of housing problems within the State of Iowa.
- 2.5 The Lead Entity shall submit to HUD the required HOME Consortia qualification documents including required certifications and a fully executed Consortium Cooperation Agreement.
- 2.6 The Lead Entity and the City shall act affirmatively to further fair housing by:
- 2.6.1 Employing affirmative marketing procedures in the advertising and marketing of Housing Units, and
- 2.6.2 Conforming to the non-discrimination provisions hereinafter set forth.
- 2.7 Lead Entity, after approval by City, is hereby authorized to amend this Consortium Agreement, on behalf of the Consortium, for the purpose of adding new members to the Consortium.
- 2.7.1 Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with written consent of the Consortium staff.
- 2.7.2 This Agreement may be amended for purposes other than those described in 2.7 and 2.7.1 above by written Agreement of the Lead Entity and City.
- 2.8 Lead Entity and City each shall be solely responsible for such individual financial and/or legal responsibilities which may arise from participation as a member of this Consortium.
- 2.9 Lead Entity and City each shall be solely responsible for the administration of their respective HOME Programs including:



- 2.9.1 The development of Housing Units within their respective jurisdictions, and the use of any public or private funds or loans, or other means of financial assistance.
- 2.9.2 Additionally, any real or personal property acquired pursuant to this Agreement shall be acquired and maintained in the name of the individual Consortium member performing the acquisition.
- 2.9.3 Members will abide by their own local codes and standards but acknowledge that in federally funded projects, they are subject to the regulations for addressing lead-paint hazards.
- 2.10 Match obligations will be met for City by using carryover match funds reported by Lead Entity.
- 2.11 Program Income generated by Lead Entity or City with HOME funds will be accounted for in IDIS reporting and used for eligible activities by each agency separately.
- 2.12 It is the City's responsibility to assure compliance with all HOME requirements during project implementation and the affordability period. The Lead Entity has the right to monitor projects compliance. City will submit to Lead Entity the Environmental Review (ER) for each HOME project, and Lead Entity will approve the ER, before said project begins by City.
- 2.13 City and Lead Entity will follow the regulations of the HOME Final Rule of 2013.

### **SECTION 3. PROVISIONS OF THE AGREEMENT**

- 3.1 Lead Entity and City agree that the Consortium start date shall be July 1, 2019, and that they, and any new members added to this Consortium, pursuant to Section 2.7 above, shall establish July 1 through June 30 as their respective fiscal year for the following Federal programs: 1) the Community Development Block Grant under Title I of the Housing and Community Development Act of 1974, as amended (PL 93-383), 2) the Home Investment Partnership Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, (PL 101-625), 3) the Emergency Shelter Grant Program under Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act of 1988, as amended (PL 100-628), and 4) the Housing Opportunities for Persons With Aids Program under Title II of the Cranston-Gonzalez National Affordable Housing Act, as Amended, (PL 101-625), as applicable.
- 3.2 Though this Agreement may be amended, no Consortium member, including any new member added pursuant to Section 2.7 above, may withdraw from this Agreement while it remains in effect. A member desiring to terminate the Agreement and its participation

in the Waterloo HOME Consortium may do so by giving no less than 6 months prior written notice. The notice must be sent to the Lead Entity at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice.

3.3 For the Lead Entity and City, this Agreement is made and entered into pursuant to:

3.3.1 Iowa Code, Chapter 364 (2015), entitled "Powers and Duties of Cities".

3.4 The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of Federal or other laws or local ordinances because of race, color, handicap, familial status, sex, age, political or religious opinions, affiliations or national origin.

#### **SECTION 4. DISTRIBUTION OF HOME FUNDS**

4.1 Lead Entity shall be the recipient of each annual allocation of HOME Funds awarded to the Consortium by HUD and shall secure such funds in a manner prescribed by HUD.

4.2 For each annual allocation of HOME Funds, funds will be disbursed as follows:

4.2.1 10% of the entire annual HOME allocation will go to Lead Entity for allowable administration/planning costs of the HOME Program.

4.2.2 The annual HOME allocation will be allocated 72% to Lead Entity and 28% to City unless an alternate mutually agreeable allocation formula is approved by Lead Entity and City. Formula breakdown is based on HUD FY18 HOME Consortium Share Report.

4.2.3 15% of each annual HOME allocation after 72/28 split goes to local Community Housing Development Organization(s) (CHDO). The CHDO may use each allocation in the corresponding jurisdiction. If the CHDO is unable to use the City's allocation in City's jurisdiction it may be used in the Lead Entity's jurisdiction. The Lead Entity will oversee the CHDO requirements. Please see Appendix A for a sample breakdown of funding.

4.2.4 The allocation formula listed in 4.2.2 will be revised should additional members be added to the HOME Consortium. The revised allocation formula must be approved by Lead Entity and City before any additional members may be added.

4.2.5 City may not expend HOME Funds for any administrative or planning expenses.

4.2.6 HOME Funds shall be allocated to City through a subsequent subrecipient agreement, or agreements, between City and Lead Entity.

4.3 Some members existing programs may need to be modified if carried out with HOME funds, but the Consortium Activities do not impact CDBG-funded programs.

## **SECTION 5. TERM OF THE AGREEMENT/QUALIFICATION PERIOD**

5.1 This Agreement shall be in full force and effect for a period of three years beginning on October 1, 2019, and ending September 30, 2022, said period comprising the Qualification Period, or until such time the HOME Funds are closed out as specified in Section 5.3, below. City fiscal years July 1, 2019 to June 30, 2022.

By the date specified in HUD's consortia designation notices, the consortium lead entity will notify each participating unit of general local government in writing of its right not to participate for the successive three-year qualification periods.

The consortium will adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in a Consortia Qualification Notice applicable for a subsequent three-year consortia qualification period, and to submit the amendment to HUD as specified in the Consortia Qualification Notice for that period, and that failure to comply will void the automatic renewal of the consortia agreement.

5.2 The Federal fiscal years of this Agreement shall include federal fiscal years 2019, 2020, and 2021.

5.3 Notwithstanding the above, this Agreement shall remain in effect until the HOME Funds from each of the Federal Fiscal Years of the Qualification Period are closed out pursuant to 24 CFR 92.507.

## **SECTION 6. AUTHORIZED REPRESENTATIVES**

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement, and for the period of any applicable statute or limitations thereafter, the following named individuals or their successors shall be authorized representatives of the parties:

- (1) Quentin Hart, Mayor  
City of Waterloo  
715 Mulberry Street  
Waterloo, Iowa 50703
- (2) James P. Brown, Mayor

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

With copies to:

- (3) Rudy D. Jones  
Community Development Director  
620 Mulberry Street  
Waterloo, Iowa 50703

and

- (4) Stephanie Sheetz  
Director of Community Development  
220 Clay Street  
Cedar Falls, Iowa 50613

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

ATTEST:

CITY OF WATERLOO:

\_\_\_\_\_  
 City Clerk  
 City of Waterloo, Iowa

\_\_\_\_\_  
 Quentin Hart, Mayor  
 City of Waterloo, Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

CITY OF CEDAR FALLS

\_\_\_\_\_  
 City Clerk  
 City of Cedar Falls, Iowa

\_\_\_\_\_  
 James P. Brown, Mayor  
 City of Cedar Falls, Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A

Sample  
Annual HOME Allocation \$453,196.00

Waterloo Allocation 72%

Cedar Falls Allocation 28%

### Administration Fee Calculation

<p>\$453,196.00</p> <p><u>X .72</u> Allocation %</p> <p>\$326,301.00</p> <p><u>X .10</u> minus 10% Admin to Lead Entity</p> <p>\$32,630.00</p>	<p>\$453,196.00</p> <p><u>X .28</u> Allocation %</p> <p>\$126,895.00</p> <p><u>X .10</u> minus 10% Admin to Lead Entity</p> <p>\$12,689.00</p>
--	--

\$32,630.00  
\$12,689.00  
 Total Admin to Lead Entity = \$45,319.00

### CHDO Allocation Calculation

<p>\$453,196.00</p> <p><u>X .72</u> Allocation %</p> <p>\$326,301.00</p> <p><u>X .15</u> Min. CHDO Allocation</p> <p>\$48,945.00</p>	<p>\$453,196.00</p> <p><u>X .28</u> Allocation %</p> <p>\$126,895.00</p> <p><u>X .15</u> Min. CHDO Allocation</p> <p>\$19,034.00</p>
--	--

\$48,945.00 - Must be used in Lead Entity's jurisdiction  
\$19,034.00 - May be used in City's jurisdiction. If no project is feasible funds may be  
 Total CHDO allocation = \$67,979.00 used in Lead Entity's jurisdiction.

### Net Allocations

<p>\$326,301.00 72% Allocation</p> <p>- \$32,630.00 Admin</p> <p>- <u>\$48,945.00</u> CHDO</p> <p><b><u>\$244,726.00</u></b></p> <p>Lead Entity</p>	<p>\$126,895.00 28% Allocation</p> <p>- \$12,689.00 Admin</p> <p>- <u>\$19,034.00</u> CHDO</p> <p><b><u>\$95,172.00</u></b></p> <p>City</p>
---	---



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** July 5, 2019  
**SUBJECT:** Community Development Block Grant & HOME Programs  
 Grant Administration and Technical Services  
 Project Number BL-000-CD

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2019 these programs are \$253,085 for CDBG and \$89,800 for HOME. The City has been contracting with INRCOG to help with administration and technical services related to projects eligible for CDBG funds since February 2018. The City recently completed the required Five Year Consolidated Annual Plan for these programs and is ready to implement projects in the adopted Federal Fiscal Year 2019 Annual Action Plan. INRCOG's support helps the City maintain these programs, without adding staff.

The services proposed include CDBG general administration (preparing reports and monitoring service agencies), technical support for housing rehabilitation projects, Sewer Lining Project support for construction management and Davis-Bacon compliance, Sidewalk Replacement Project support for construction management and Davis-Bacon compliance and HOME technical support for housing rehabilitation projects. The total cost for administrative services is \$28,000. Housing rehabilitation support will be \$5,500 per unit.

Staff recommends continuing services with INRCOG in FY20 and expanding services to include assistance with HOME programs. Attached is the proposed agreement with all required attachments.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Please contact me with any questions. Thank you.



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**Planning &  
Community Services**  
Ph: 319-273-8600  
Fax: 319-273-8610

**Inspection Services**  
Ph: 319-268-5161  
Fax: 319-268-5197

**Recreation &  
Community Programs**  
110 E. 13<sup>th</sup> Street  
Ph: 319-273-8636  
Fax: 319-273-8656

**Visitors &  
Tourism/Cultural  
Programs**  
6510 Hudson Road  
Ph: 319-268-4266  
Fax: 319-277-9707

**PROFESSIONAL SERVICE AGREEMENT**

**CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; HOME Program: Technical Services for Housing Projects in Cedar Falls, Iowa City Project Number BL-000-CD**

**This Agreement** is made and entered by and between the Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, Iowa 50703, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

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

**I. SCOPE OF SERVICES**

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

**II. CONSULTANT'S RESPONSIBILITIES**

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

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.

- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional grant administrative standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.
- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are



estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### **III. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

**VI. COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. CDBG-related Administrative compensation for: environmental review and funding expenditure authorization shall not exceed \$3,000; single-family housing rehabilitation services shall not exceed \$5,500/unit; total agency allocation shall not exceed \$5,000; Labor (Davis-Bacon) Compliance for a Sewer Lining Project shall not exceed \$7,500, for Sidewalk Projects shall not exceed \$5,000; and total planning and reporting expenses shall not exceed \$7,500. HOME compensation for single-family housing rehabilitation services shall not exceed \$5,500/unit;

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

**VII. TERMINATION**

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

**VIII. OWNERSHIP OF DOCUMENTS**

- (a) Bid documents, specifications, final project specific calculations, plans, reports, and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict

between the original documents and the electronic files, the original documents will govern.

**IX. MEANS AND METHODS**

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

**X. INDEPENDENT CONTRACTOR**

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

**XI. PRE-EXISTING CONDITIONS**

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

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

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

## **XII. DISPUTE RESOLUTION**

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

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

**XIII. MISCELLANEOUS**

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

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

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

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

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

Printed Name: James P. Brown

Printed Name: Kevin Blanshan

Title: Mayor of Cedar Falls

Title: INRCOG Executive Director

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

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

## Exhibit A

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### **CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; HOME Program: Technical Services for Housing Projects in Cedar Falls, Iowa City Project Number BL-000-CD**

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#### **SCOPE OF WORK CDBG GRANT ADMINISTRATION AND TECHNICAL SERVICES FOR HOUSING PROJECTS CITY OF CEDAR FALLS, IOWA**

##### **Overview**

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to continue administering the City of Cedar Falls' (City) Housing Rehabilitation, Housing Repair, and Agency Grant programs, all of which are funded through the City's Community Development Block Grant (CDBG) Entitlement allocation.

##### **Qualifications**

###### Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family,



Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

#### Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- Brian Schoon, Director of Development ([bschoon@inrcog.org](mailto:bschoon@inrcog.org));
- Cindy Knox, Housing Planner II ([cknox@inrcog.org](mailto:cknox@inrcog.org));
- Rose Phillips, Housing Planner II ([rphillips@inrcog.org](mailto:rphillips@inrcog.org)).

**Brian Schoon** has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

**Cindy Knox** has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

**Rose Phillips** has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

**Richard Dewater (INRCOG Subcontractor)** will serve as an independent contract employee of INRCOG, as he has for over two dozen of our rehabilitation projects. His expenses, which are flat-fee, are included in the Technical Services budget of this proposal. He will perform all initial rehabilitation and lead-based paint inspections, as well as draft bid specifications which outlines work to be completed on each selected unit. Dewater will perform all inspections of work by contractor(s), mediate disputes, and make himself available for meetings and technical assistance.

**Description of Technical Services, Grant Administration, and Organizational Capacity**

INRCOG, through its existing staff, will administer the City's Fiscal Year 2019 Housing Rehabilitation and Housing

Repair Programs and the Agency Grant program, as funded by the US Department of Housing and Urban Development (HUD). As part of a subsequent contract, INRCOG will complete rehabilitation projects and repair homes in the same manner that INRCOG currently provides to non-entitlement CDBG communities, and will assist with providing agency grants, all under the supervision of City staff. Included in each housing rehabilitation project, INRCOG will provide general and technical administrative services, which includes income verifications, construction management, vendor procurements, lead tests, and oversight of radon testing, as is necessary. INRCOG will propose per unit expenses for each home, including staff time and benefits, travel time and expenses, recording, mailing, and other ancillary expenses associated with the program.

INRCOG will be responsible for providing all inspections and for preparing initial project descriptions as may be associated with the programs addressed under this proposal. INRCOG will prepare procurement and contract documents as is necessary for each rehabilitation and/or repair project. We will then manage each home project including preparation of a prioritized list of projects, contracts, and implementation of each

contract. INRCOG will present any necessary approvals or reports to the City's staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

**Budget**

INRCOG is prepared to offer the administrative services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said administrative expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration-Environmental Review and Release of Funds**
  - *INRCOG: \$3,000*
- **Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - \$33,500/Unit (Includes all Tech Services, Construction, and Program expenses)
    - *INRCOG Technical Services Expense: \$5,500/Unit*
- **Agency Awards Program (to City-Determined Agencies)**
  - Approximately \$5,500/Agency to Six (6) Agencies (Includes all Administration Procurement, Monitoring, and Award expenses)
    - *INRCOG Expense: \$5,000*
- **Neighborhood Infrastructure Improvements: Sewer Lining Project**
  - Construction Management and Davis-Bacon Compliance
    - *INRCOG Expense: \$7,500*
- **Neighborhood Access: Sidewalk Replacement Project**
  - Construction Management and Davis-Bacon Compliance
    - *INRCOG Expense: \$5,000*
- **Plan and Report Development**
  - Annual Action Plan, CAPER, and Reports (i.e. Section 3, MBE/DBE, SF 425)
    - *INRCOG Expense: \$7,500*
- **HOME: Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - \$33,500/Unit (Includes all Tech Services, Construction, and Program expenses)
    - *INRCOG Technical Services Expense: \$5,500/Unit*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual,

unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

#### Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30<sup>th</sup>, 2020. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

#### Project Review

At least annually, but not later than May 1<sup>st</sup>, 2020 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.

## Exhibit B

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### CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; HOME Program: Technical Services for Housing Projects in Cedar Falls, Iowa City Project Number BL-000-CD

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Original 12/13/11  
Revision 01/31/2017

#### INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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

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

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

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

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

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

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

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

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

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

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

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

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

**Completion Checklist**

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



**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

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

**Automobile:** *(Combined Single Limit)* \$1,000,000  
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000  
 The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

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

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

## Exhibit C

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**CDBG Entitlement Funding: Grant Administration and Technical Services for  
Housing and Community Development Projects; HOME Program: Technical  
Services for Housing Projects in Cedar Falls, Iowa  
City Project Number BL-000-CD**

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2/9/12

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

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

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



9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

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

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

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

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

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

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

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

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

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

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

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

## ATTACHMENT D: REQUIRED FEDERAL CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

### ALL CONTRACTS

#### 1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259  
*Equal Opportunity Housing*
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).  
*Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.*

### **3. Termination Clause**

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### **4. Certification regarding government-wide restriction on lobbying.**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### **5. Lead-Safe Housing Regulations (As applicable)**

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

## 6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

### **ALL CONTRACTS IN EXCESS OF \$10,000**

#### **Federal Executive Orders 11246 and 11375:**

*Provides that no one be discriminated in employment.*

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **ALL CONTRACTS IN EXCESS OF \$100,000**

### **Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

## **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

### **Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ITEM 24.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PDCM Insurance P.O. Box 2597 Waterloo IA 50704	<b>CONTACT NAME:</b> Janet Dufel, CPCU, CIC, CRM, CPIW <b>PHONE (A/C, No, Ext):</b> 319-234-8888 <b>E-MAIL ADDRESS:</b> jdufel@pdc.com	<b>FAX (A/C, No):</b> 319-234-7702
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> IOWANOR-02 Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703	<b>INSURER A:</b> Philadelphia Ins. Companies	
	<b>INSURER B:</b> IMWCA	
	<b>INSURER C:</b> XL Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	


**COVERAGES** **CERTIFICATE NUMBER:** 584332175 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2005532	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2005532	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB683959	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0640	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O/EPL			PHPK2005532 POL0950362	7/1/2019 7/1/2019	7/1/2020 7/1/2020	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

**Effective Date:** 01/29/2018

**Name of Person or Organization (Additional Insured):**

City of Cedar Falls  
220 Clay St  
Cedar Falls, IA 50613

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Cedar Falls	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** July 5, 2019  
**SUBJECT:** Contract Amendment: Parkade Brick Replacement Project  
 Project Number: RC-000-3180

The City approved design services for the Parkade Brick Replacement Project in December 2018. As outlined in the contract, conceptual options were developed and reviewed at several meetings. The consultant is now developing construction plans for 2 blocks of the Parkade. We continue to anticipate bidding this in February 2020.

As we moved toward a recommendation for the Parkade and streetscape expansion, several additional opportunities were discussed. Staff and the consultant began working with RiverPlace to incorporate the brick design with the new sidewalk along MU2 on E 2<sup>nd</sup> St. RiverPlace was also looking to complete a sidewalk connection from E 2<sup>nd</sup> to State St. A brick pattern was provided for that area. A second opportunity is incorporating streetscape elements into Peter Melendy Park. Conceptual drawings are under review and the goal is to bid and complete this by the end of 2019. Third, Council asked that East 2<sup>nd</sup> Street sidewalk be completed. This amendment adds that area to the project, completing the entire E 2<sup>nd</sup> Street sidewalk from Main to State and through the Plaza (by the RiverPlace developer) in 2020. This will be complemented by the 100 block alley reconstruction, Parkade brick replacement in the 100 and 200 blocks, and further west with the reconstruction of W. 2<sup>nd</sup> St. (Main to Washington) in 2020. Fourth, questions were raised about the W 1<sup>st</sup> St. crosswalk. Recently the crosswalk was painted with alternating dark and light rectangular stripes. However, this amendment would help the City consider a crossing that incorporates elements from the Parkade design, strengthening the connection between the core downtown, the River, and nearby parks. Fifth, staff is working with the Arabella development to consider sidewalk elements into their W 1<sup>st</sup> Street frontage, similar to the work with RiverPlace. Finally, the proposed amendment includes the potential to work with the Oster Regent Theatre. Their architect recently approached the City to discuss the W 1<sup>st</sup> St sidewalk and their interest to improve that area. With the Parkade project underway, Staff felt this could be

an opportunity to partner and further the streetscape plans in this area. This section of the contract would only be triggered if further discussions occur with the Theatre on a cost share and if we agree to move forward adding construction of that area to the City's contract.

The original contract included up to \$93,800 in design services. The additional items described are estimated at \$69,350. Of that, \$14,600 would only be utilized if agreement is reached to move forward on the Theatre sidewalk area.

This project is identified in the CIP, under #91: Downtown Brick Replacement. Funding will be certified as TIF debt for this project. The City has secured a Gaming grant for a portion of the costs as well.

This project meets Organizational Goal #4 of the City Council goals for fiscal year 2019, utilizing TIF to make landscaping, alley, and other streetscape improvements in the Downtown and College Hill.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 1A with Snyder & Associates, Inc. for the Parkade Brick Replacement Project.

Please contact me with any questions. Thank you.

Attachment: Supplemental Agreement #1A: Parkade Brick Replacement Project

xc: Ron Gaines, PE, City Administrator  
Chase Schrage, Director of Public Works



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

### SUPPLEMENTAL AGREEMENT NO. 1A

#### 2019 Engineering Services Cedar Falls, Iowa City Project Number RC-000-3180

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

Whereas supplemental agreement 1 was approved on December 17, 2018 for a downtown streetscape project; and

WHEREAS, the CLIENT and CONSULTANT desire to amend supplemental agreement 1 to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

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

#### **I. SCOPE OF SERVICES**

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

- A. The CONSULTANT shall provide Professional Services for a conceptual master plan and final design for renovations to the Peter Melendy Park to incorporate streetscape features similar to those planned for the Cedar Falls Main Street Parkade project.
  1. The CONSULTANT shall complete a topographic survey of the project site.
    - a. Includes the area within Peter Melendy Park from the adjacent 1<sup>st</sup> and Main Street Curbs to the flood wall promenade and bridge sidewalks.
    - b. Includes existing site terrain grades and locations of existing above ground features.
    - c. Provide a CADD terrain model with one-foot contour intervals, and spot elevations.
  2. The conceptual master plan shall include the general hardscaping and planting locations and features. A preliminary exhibit shall be provided for review by City Staff. City comments shall be incorporated into a final master plan exhibit.
  3. The CONSULTANT shall complete check plan design services following approval of the master plan.
    - a. Prepare check design and plans for improvements including hardscape and amenity features, site enlargement plans (if needed), grading plans, planting plans, and details.

- b. Irrigation plans are NOT included. If they are needed they should be added/completed as an additional service.
  - c. Utility Coordination
  - d. Prepare a grading plan with one foot contours, spot elevations and construction notes.
  - e. Prepare supplemental technical specifications for proposed site improvements.
  - f. Prepare construction details for project improvements.
  - g. Submit site plan drawings to CLIENT Staff for review and comments.
  - h. Prepare a cost opinion of proposed improvements.
  - i. Provide check plans and specifications to the CLIENT.
  - j. Attend one meeting or conference call with CLIENT for reviews and approvals.
4. The Consultant shall assist the City with a local bid letting.
    - a. Incorporate check submittal comments.
    - b. Preparation of the print documents including: project manual, bid forms, form of contract, instruction of bidders and general conditions.
    - c. Preparation of addenda, if required.
    - d. Address bidder questions.
  5. Construction services are NOT included.
- B. RiverPlace Sidewalks
1. Perform a site visit to review existing conditions and evaluate option for alternative design considerations.
  2. Prepare rendered concept designs for the streetscape adjacent to River Place and 2<sup>nd</sup> Street. The concept designs shall incorporate the recommended Main Street Parkade streetscape concepts for this adjacent downtown location.
  3. Attend one onsite meeting with City and developer staff to review the concept and receive comments.
  4. Correspond with City and developer staff to incorporate comments for the streetscape improvements.
  5. Correspond with suppliers and/or vendors on the availability of pavers and provide estimated paver quantities.
  6. Provide a final site layout for the streetscape improvements adjacent to RiverPlace.
- C. East 2<sup>nd</sup> Street Streetscaping
1. The CONSULTANT shall complete a topographic survey of the project site.
    - a. Includes one block along 2<sup>nd</sup> Street (i.e. from Main to State Street) from building front to back of street curb on both the north and south side of the street.
    - b. Includes existing site terrain grades and locations of existing above ground features.
    - c. Provide a CADD terrain model with one-foot contour intervals, and spot elevations.
  2. The CONSULTANT shall complete preliminary design services.
    - a. Prepare preliminary design of site demolition items for the project area.
    - b. Prepare preliminary design for site layout improvements for the recommended pavement and paver design concept through the corridor.
    - c. Attend a meeting with the CLIENT to review preliminary plans and to receive input and direction.
    - d. Attend a public meeting. Discussion items should include but are not necessarily limited to access and staging.

3. The CONSULTANT shall complete final design services and preparation of construction documents.
  - a. Prepare final design and plans for improvements including pavements, pavers, site furniture and site amenities and project staging which should include business access information.
  - b. Utility Coordination
  - c. Prepare a final grading plan with one foot contours, spot elevations and construction notes.
  - d. Incorporate pertinent information from 2<sup>nd</sup> Street into the supplemental technical specifications for proposed site improvements necessary for the Main Street Parkade project.
  - e. Prepare construction details for project improvements.
  - f. Include 2<sup>nd</sup> Street improvements in the Main Street Parkade submittal to CLIENT Staff for review and comments.
  - g. Incorporate 2<sup>nd</sup> Street improvements into the Main Street Parkade final cost opinion of proposed improvements.
  - h. Incorporate CLIENT reviews comments into the project documents.
  - i. Provide updated final plans and specifications including the 2<sup>nd</sup> Street improvements to the CLIENT.
  - j. Provide letting services including: clarification of bid documents to Contractors and prepare and distribute addenda data.
  
- D. West 1<sup>st</sup> Street Crosswalk
  1. The CONSULTANT shall complete a topographic survey of the project site.
  2. The CONSULTANT shall prepare up to two concepts for the improving the north/south crosswalks at the intersections of West 1<sup>st</sup> and Main Streets.
  3. Review the concepts with City staff via a conference call.
  4. Incorporate City comments and finalize a concept for the crosswalk improvements.
  5. Incorporate the improvements into the Main Street Parkade project.
  6. Upgrading the associated/adjacent sidewalk ramps and/or traffic signals (e.g. push buttons) are NOT included as part of this scope.
  
- E. Arabella Building Streetscape
  1. Perform a site visit to review existing conditions and evaluate option for alternative design considerations.
  2. The CONSULTANT shall complete a topographic survey of the project site.
    - a. Includes the area adjacent to the Arabella Building (NW intersection of Man and 1<sup>st</sup> Streets)
    - b. Includes existing site terrain grades and locations of existing above ground features.
    - c. Provide a CADD terrain model with one-foot contour intervals, and spot elevations.
  3. Prepare rendered concept designs for the streetscape adjacent to the building. The concept designs shall incorporate the recommended Main Street Parkade streetscape concepts for this adjacent downtown location.
  4. Attend one onsite meeting with City and developer staff to review the concept and receive comments.
  5. Correspond with City and developer staff to incorporate comments for the streetscape improvements.
  6. Correspond with suppliers and/or vendors on the availability of pavers and provide estimated paver quantities.
  7. Provide a final site layout for the streetscape improvements.
  8. Bid documents are NOT included. The improvements are to be completed by the developer.



- F. Oster Regent – This is a possible contingency item for which costs are included below. Email approval from the City's project manager is required prior to completing this task (F).
1. The CONSULTANT shall complete a topographic survey of the project site.
    - a. Includes the area between the curb and the north side of the Oster Regent Building adjacent to 1<sup>st</sup> Street.
    - b. Includes existing site terrain grades and locations of existing above ground features.
    - c. Provide a CADD terrain model with one-foot contour intervals, and spot elevations.
  2. The CONSULTANT shall complete preliminary design services.
    - a. Prepare preliminary design of site removal items for the project area.
    - b. Prepare preliminary design for site layout improvements for the recommended pavement and paver design concept through the corridor.
    - c. Attend a meeting with the CLIENT to review preliminary plans and to receive input and direction.
  3. The CONSULTANT shall complete final design services and preparation of construction documents.
    - a. Prepare final design and plans for improvements including pavements, pavers, site furniture and site amenities and project staging which should include business access information.
    - b. Utility Coordination
    - c. Prepare a final grading plan with one foot contours, spot elevations and construction notes.
    - d. Incorporate the Oster Regent streetscape into the supplemental technical specifications for proposed site improvements necessary for the Main Street Parkade project.
    - e. Prepare construction details for project improvements.
    - f. Include the Oster Regent streetscape improvements in the Main Street Parkade submittal to CLIENT Staff for review and comments.
    - g. Incorporate Oster Regent streetscape into the Main Street Parkade final cost opinion of proposed improvements.
    - h. Incorporate CLIENT reviews comments into the project documents.
    - i. Provide updated final plans and specifications including the Oster Regent streetscape improvements to the CLIENT.
    - j. Provide letting services including: clarification of bid documents to Contractors and prepare and distribute addenda data.

G. Additional Services

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; expanding the scope of the project or the work to be completed (e.g. construction services are not included in the project scope); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

**II. COMPENSATION**

Compensation for this scope of Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Fifty-Four Thousand Seven Hundred and Fifty Dollars (\$54,750.00). Contingency items, as listed above, may be utilized as defined up to a maximum amount of Fourteen Thousand Six Hundred Dollars (\$14,600.00). This compensation shall be added to and included with the services and monthly invoice for Supplemental Agreement No. 1 (i.e. Consultant project number 118.1174.08A).

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018.

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

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT.**

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

By: David N. Maeller

Printed Name: \_\_\_\_\_

Printed Name: David N. Maeller

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

Title: President

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

Date: July 3, 2019



## DEPARTMENT OF PUBLIC WORKS

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

### MEMORANDUM Engineering Division

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

**FROM:** Brett Armstrong, Civil Engineer I

**DATE:** July 11, 2019

**SUBJECT:** 2019 Sidewalk Assessment Project, Zone 2  
 SW-000-3164  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2019 Sidewalk Assessment Project.

I would recommend setting Monday, August 5<sup>th</sup>, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, August 13<sup>th</sup>, 2018 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by July 19, 2019. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on July 19, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk adjacent to various property owners. The project will repair the deficient sidewalk for the adjacent property owner and assess the cost of repair to the property owner. Once the repair has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner doesn't pay the bill in 30 days, the cost of repair will be applied to the property owners' property taxes and spread over 5 years with an interest rate set by City Council.

The total estimated cost for the construction of this project is \$107,051.73.

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

xc: Chase Schrage, Director of Public Works  
 Stephanie Houk Sheetz, Director of Community Development



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8606
Fax: 319-273-8610
www.cedarfalls.com

MEMORANDUM
Planning & Community Services Division

TO: Mayor and City Council
FROM: David Sturch, Planner III
DATE: July 10, 2019
SUBJECT: Western Home Communities Pedestrian Trail Access Easement Vacation

REQUEST: Request to vacate a 15-foot wide pedestrian trail access easement vacation
Case #VAC19-002

PETITIONER: Western Home Communities, Claassen Engineering

LOCATION: 15-foot wide pedestrian trail access easement along the south boundary of
the Western Home Campus on S. Main Street

PROPOSAL

This request includes the vacation of a 15-foot wide pedestrian trail access easement along the
southern edge of the Western Home property on S. Main Street.

BACKGROUND

A 15-foot wide pedestrian trail access
easement lies across the southern
boundary of the Western Home Campus
from S. Main Street to Prairie Parkway.
This easement is identified in the
Western Home Communities 4th
Addition, 7th Addition and 8th Addition.

During the planning for the Highway 58
intersection at Viking Road, the
easement was established to route
pedestrians and cyclists around the
interchange by travelling along the
backside of the Blains and Wal-Mart
retail stores to Prairie Parkway. The
actual easement sits within a sloped
area with overhead utilities. Grading
this easement for a trail will be difficult
to achieve with the existing features
on the site. Since the completion of
the aforementioned study, the trail
alignment changed, to route the
pedestrians and cyclists to Brandilynn
Boulevard and Viking



Road. This section of trail has been completed as part of the Highway 58 and Viking Road interchange project. There is no need for a pedestrian easement along the south property boundary of the Western Home Campus.

### TECHNICAL COMMENTS

City technical review staff does not have any concerns with the vacation of the 15-foot wide pedestrian and trail easement along the south side of the Western Home S. Main Street Campus. The other utility and drainage easements in this area will remain.

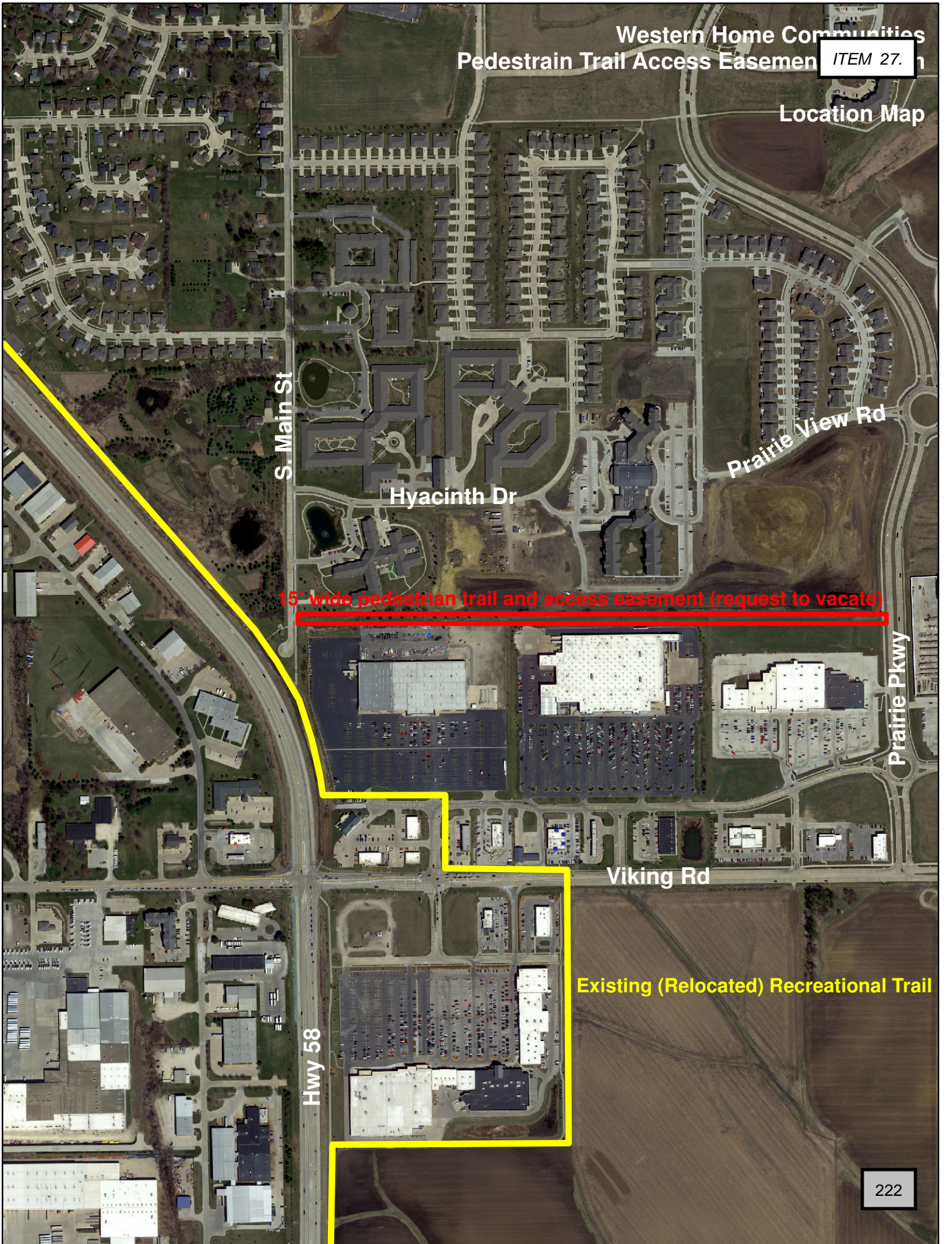
### PLANNING & ZONING COMMISSION

Discussion/Vote 6/26/2019	The Planning and Zoning Commission considered a pedestrian easement vacation request in conjunction with the final plat for the Western Home Communities Ninth Addition. Chair Holst stated he had a conflict of interest and would need to abstain from the matter. Acting Chair Leeper introduced the item and Mr. Sturch provided background information. He explained the final plat and the vacation of a 15-foot wide pedestrian and trail easement along the south boundary of the Western Home S. Main Street campus. Said pedestrian easement is no longer needed since the trail was relocated to Brandilynn Boulevard and Viking Road. Staff recommends approval to vacate the 15-foot wide pedestrian and access easement. All other utility easements will remain in place.
------------------------------	--

There were no public comments and the Commission recommended approval of the easement vacation.

### STAFF RECOMMENDATION

The Community Development Department recommends that on July 15, 2019, the City Council schedule a Public Hearing on August 5, 2019 for said pedestrian trail and access easement vacation.



S. Main St

Hyacinth Dr

Prairie View Rd

15' wide pedestrian trail and access easement (request to vacate)

Prairie Pkwy

Viking Rd

Existing (Relocated) Recreational Trail

Hwy 58

For County Recorder's use.

**INDEX LEGEND**

General Description: Part of Western Home Communities, Cedar Falls  
 Surveyor: David L. Scheil (#16775)  
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.  
 2705 University Avenue (P.O. Box 898)  
 Waterloo, Iowa 50704  
 (319)235-6294  
 Survey Requested By: Western Home Independent Living Services, Inc.  
 Proprietor: Western Home Independent Living Services, Inc.

# VACATION OF EASEMENT PLAT

15' Pedestrian Trail Access Easement

SHEET 1 OF 4

## LEGAL DESCRIPTION Easement to be Vacated

An Easement for Pedestrian Trail Access purposes over, under and across the Southeast Quarter (SE 1/4) of Section Twenty-five (25), Township Eighty-nine North (T89N), Range Fourteen West (R14W) and the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

The South Fifteen (15) feet of Tract 'E', Western Home Communities Seventh Addition,

AND

The South Fifteen (15) feet of Lot One (01), Western Home Communities Eighth Addition,

AND

The South Fifteen (15) feet of Parcel "G", Western Home Communities Lot Seventeen Minor Plat,

AND

The South Fifteen (15) feet of Lot Two (02), Western Home Communities Fourth Addition.

### SURVEY LEGEND:

- DENOTES FOUND PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE)
- 000.00 DENOTES RECORD DIMENSION
- (000.00) DENOTES FIELD DIMENSION

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_

CLES

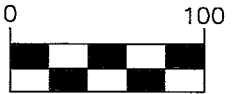
	<p><b>CERTIFICATION</b></p> <p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.</p> <p>Signature: _____ David L. Scheil, P.L.S.</p> <p>Date: _____, 20____ License No. 16775</p> <p>Pages or Sheets Covered by this Seal: 4</p> <p>My license renewal date is December 31, 2020</p>
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# VACATION OF EASEMENT PLAT

SHEET 2 OF 4

15' Pedestrian Trail Access Easement  
Part of Western Home Communities  
Cedar Falls, Black Hawk County, Iowa

Survey for: Western Home Independent Living Services, Inc.  
Proprietor: Western Home Independent Living Services, Inc.

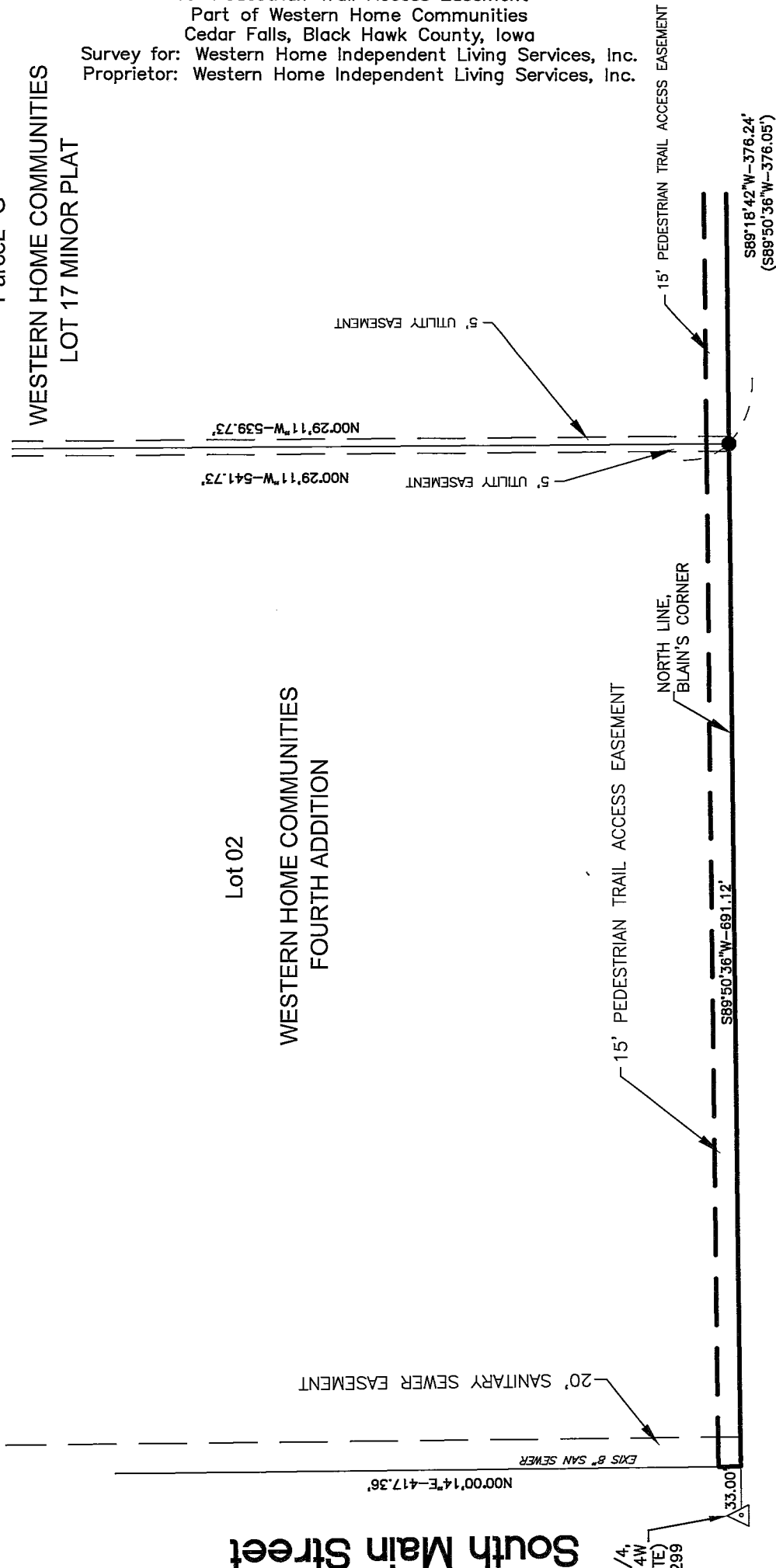


1 INCH = 100 FEET

Parcel "G"  
WESTERN HOME COMMUNITIES  
LOT 17 MINOR PLAT

Lot 02  
WESTERN HOME COMMUNITIES  
FOURTH ADDITION

BLAIN'S CORNER  
2



South Main Street

SW CORNER, NW 1/4, SE 1/4,  
SEC. 25-T89N-R14W  
(FND. "X" CUT IN CONCRETE)  
SEE DOC. No. 2005-08299

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_

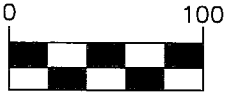


# VACATION OF EASEMENT PLAT

SHEET 3 OF 4

15' Pedestrian Trail Access Easement  
Part of Western Home Communities  
Cedar Falls, Black Hawk County, Iowa

Survey for: Western Home Independent Living Services, Inc.  
Proprietor: Western Home Independent Living Services, Inc.



1 INCH = 100 FEET

Lot 01  
WESTERN HOME COMMUNITIES  
EIGHTH ADDITION

5

**GENCOM ADDITION**

S00°40'13"E-281.00'

(S89°49'40"W-708.89')  
S89°19'47"W-708.70'

389.13'

Parcel "G"  
WESTERN HOME COMMUNITIES  
LOT 17 MINOR PLAT

S89°18'47"W-339.57'

NORTHWEST COR. GENCOM ADD.,  
NORTHEAST COR. BLAIN'S ADD.,  
FND. PIN & RED  
CAP #12088

15' PEDESTRIAN TRAIL ACCESS EASEMENT

S89°18'42"W-376.24'  
(S89°50'36"W-376.06')

**BLAIN'S CORNER**

2

5' UTILITY EASEMENT

N00°29'11"W-539.73'

N00°29'11"W-541.73'

5' UTILITY EASEMENT

WESTERN HOME COMMUNITIES  
FOURTH ADDITION

CSMCS

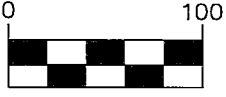
CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_

# VACATION OF EASEMENT PLAT

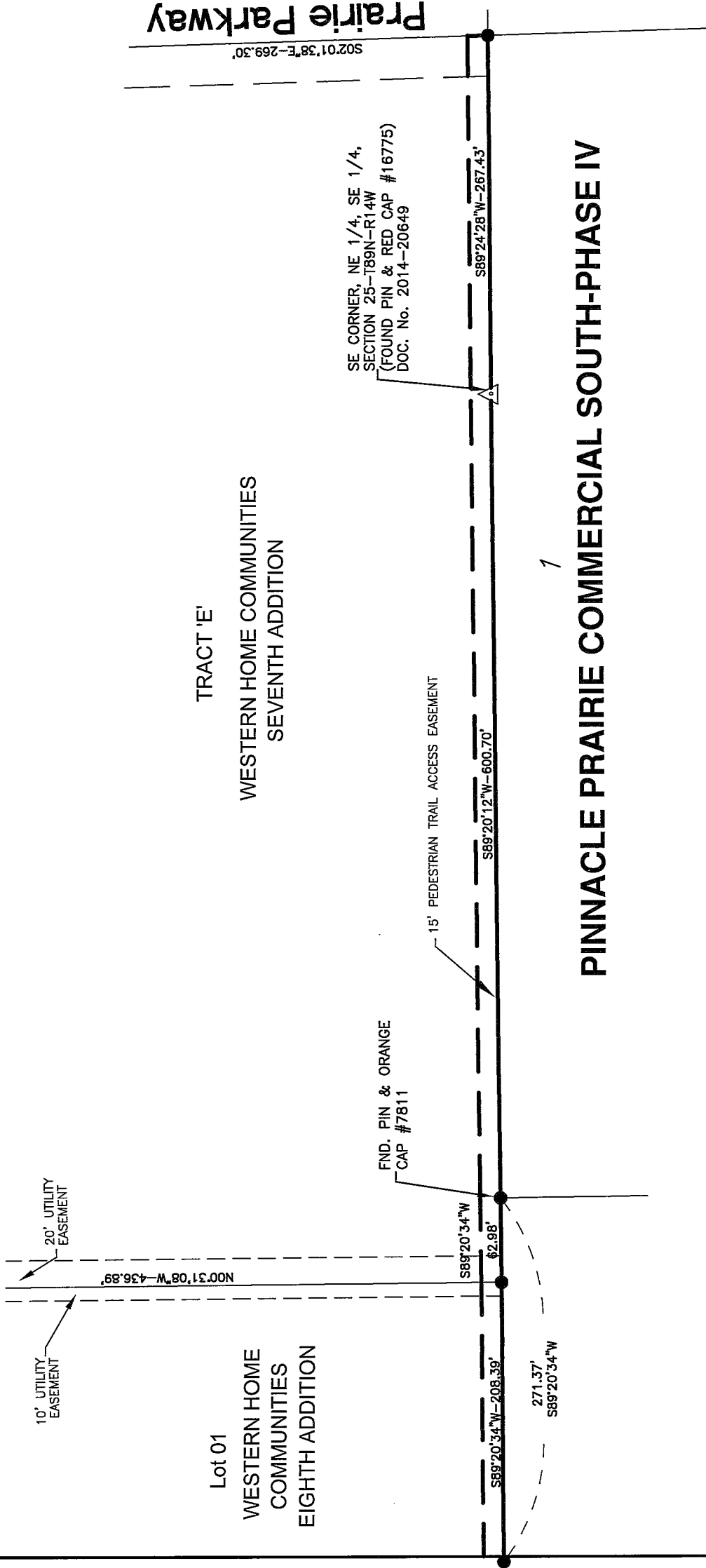
SHEET 4 OF 4

15' Pedestrian Trail Access Easement  
 Part of Western Home Communities  
 Cedar Falls, Black Hawk County, Iowa  
 Survey for: Western Home Independent Living Services, Inc.  
 Proprietor: Western Home Independent Living Services, Inc.

**Prairie Parkway**



1 INCH = 100 FEET



TRACT 'E'  
 WESTERN HOME COMMUNITIES  
 SEVENTH ADDITION

Lot 01  
 WESTERN HOME  
 COMMUNITIES  
 EIGHTH ADDITION

**PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE IV**

1

CSJCS

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_

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

RESOLUTION FIXING DATE OF HEARING ON PROPOSED VACATION OF PEDESTRIAN TRAIL ACCESS EASEMENT ON TRACT E WESTERN HOME COMMUNITIES SEVENTH ADDITION, LOT 1 WESTERN HOME COMMUNITIES EIGHTH ADDITION, PARCEL G WESTERN HOME COMMUNITIES LOT SEVENTEEN MINOR PLAT AND LOT 2 WESTERN HOME COMMUNITIES FOURTH ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a request was submitted to the Cedar Falls Planning and Zoning Commission to vacate a 15-foot wide pedestrian trail access easement within Tract E Western Home Communities Seventh Addition, Lot 1 Western Home Communities Eighth Addition, Parcel G Western Home Communities Lot Seventeen Minor Plat and Lot 2 Western Home Communities Fourth Addition, in the City of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, said Commission has recommended approval of said request, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to vacate the 15-foot pedestrian trail access easement over, under and upon the property described as:

THE SOUTH FIFTEEN (15) FEET OF TRACT E, WESTERN HOME COMMUNITIES SEVENTH ADDITION,

AND

THE SOUTH FIFTEEN (15) FEET OF LOT 1, WESTERN HOME COMMUNITIES EIGHTH ADDITION,

AND

THE SOUTH FIFTEEN (15) FEET OF PARCEL G, WESTERN HOME COMMUNITIES LOT 17 MINOR PLAT,

AND

THE SOUTH FIFTEEN (15) FEET OF LOT 2 WESTERN HOME COMMUNITIES FOURTH ADDITION.

And that said public hearing shall be held on the 5<sup>th</sup> day of August, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

**NOTICE OF HEARING ON PROPOSED VACATION OF PEDESTRIAN TRAIL  
ACCESS EASEMENT ON TRACT E WESTERN HOME COMMUNITIES SEVENTH  
ADDITION, LOT 1 WESTERN HOME COMMUNITIES EIGHTH ADDITION,  
PARCEL G WESTERN HOME COMMUNITIES LOT SEVENTEEN MINOR PLAT  
AND LOT 2 WESTERN HOME COMMUNITIES FOURTH ADDITION, CEDAR  
FALLS, BLACK HAWK COUNTY, IOWA**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, to vacate the following 15-foot wide pedestrian trail access easement. Said property being situated in the City of Cedar Falls, Black Hawk County, Iowa, and legally described as:

THE SOUTH FIFTEEN (15) FEET OF TRACT E, WESTERN HOME COMMUNITIES SEVENTH ADDITION,

AND

THE SOUTH FIFTEEN (15) FEET OF LOT 1, WESTERN HOME COMMUNITIES EIGHTH ADDITION,

AND

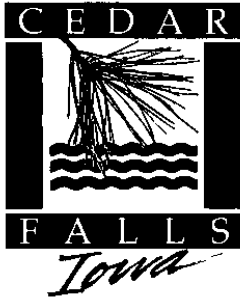
THE SOUTH FIFTEEN (15) FEET OF PARCEL G, WESTERN HOME COMMUNITIES LOT 17 MINOR PLAT,

AND

THE SOUTH FIFTEEN (15) FEET OF LOT 2 WESTERN HOME COMMUNITIES FOURTH ADDITION.

A hearing will be held in the Council Chambers of the City Hall in the City of Cedar Falls, Iowa, at 7:00 p.m. on the 5th day of August, 2019, on the proposal to vacate said 15-foot wide pedestrian trail access easement, at which hearing all interested parties for and against such pedestrian trail access easement vacation may be heard, and written objections thereto may be filed on or before the time set for the hearing.

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



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM***Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** July 11, 2019  
**SUBJECT:** Partial Property Tax Exemption for ACOH, LLC  
6601 Development Drive in the Cedar Falls Industrial Park

The Department of Community Development would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in March 2018. The requested date of public hearing will be August 5, 2019. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator  
Sean Abbas, ACOH, LLC

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

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

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF  
NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A  
PARTIAL PROPERTY TAX EXEMPTION TO ACOH, LLC, FOR A NEW  
INDUSTRIAL USE MANUFACTURING AND OFFICE FACILITY TO BE  
CONSTRUCTED AT 6601 DEVELOPMENT DRIVE, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by ACOH, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to ACOH, LLC, in connection with an industrial use manufacturing and office facility to be constructed at 6601 Development Drive, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of ACOH, LLC, to pass an Ordinance granting a partial property tax exemption to ACOH, LLC, in connection with an approximate 30,000 square foot industrial use manufacturing and office facility to be constructed on property located at 6601 Development Drive, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto, is hereby scheduled for public hearing to be held on the 5<sup>th</sup> day of August 2019, at 7:00 p.m., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa; and
2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 15<sup>th</sup> day of July 2019.

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James P. Brown, Mayor

ATTEST:

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Jacqueline Danielsen, MMC, City Clerk



EXHIBIT "A"

Legal Description

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

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa,  
hereby certify that the above and foregoing is a true and correct typewritten copy of  
Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the  
official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE  
GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO ACOH, LLC,  
FOR A NEW INDUSTRIAL USE MANUFACTURING AND OFFICE  
FACILITY TO BE CONSTRUCTED ON PROPERTY LOCATED AT 6601  
DEVELOPMENT DRIVE, CEDAR FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 5<sup>th</sup> day of August, 2019, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 21, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the application submitted by ACOH, LLC, for the actual value added to real estate by the construction of an approximate 30,000 square foot industrial use manufacturing and office facility to be constructed on property located at 6601 Development Drive, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto.

Copies of the application submitted and the proposed Ordinance are now on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

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Jacqueline Danielsen, MMC, City Clerk

EXHIBIT "A"

Legal Description

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



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM*****Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** July 11, 2019  
**SUBJECT:** Partial Property Tax Exemption for Buckeye Corrugated, Inc.  
2900 Capital Way in the Cedar Falls Industrial Park

The Department of Community Development would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in August 2017. The requested date of public hearing will be August 5, 2019. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator  
Matt Highland, Division President

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

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

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF  
NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A  
PARTIAL PROPERTY TAX EXEMPTION TO BUCKEYE CORRUGATED, INC.,  
FOR A NEW INDUSTRIAL USE WAREHOUSE AND PRODUCTION FACILITY TO  
BE CONSTRUCTED AT 2900 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by Buckeye Corrugated, Inc., to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to Buckeye Corrugated, Inc., in connection with an industrial use warehouse and production facility to be constructed at 2900 Capital Way, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of Buckeye Corrugated, Inc., to pass an Ordinance granting a partial property tax exemption to Buckeye Corrugated, Inc., in connection with an approximate 175,850 square foot industrial use warehouse and production facility to be constructed on property located at 2900 Capital Way, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto, is hereby scheduled for public hearing to be held on the 5<sup>th</sup> day of August 2019, at 7:00 p.m., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa; and

2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 15<sup>th</sup> day of July 2019.

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James P. Brown, Mayor

ATTEST:

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Jacqueline Danielsen, MMC, City Clerk

## EXHIBIT "A"

Legal Description

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less.



CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa,  
hereby certify that the above and foregoing is a true and correct typewritten copy of  
Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the  
official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE  
GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO BUCKEYE  
CORRUGATED, INC., FOR A NEW INDUSTRIAL USE WAREHOUSE AND  
PRODUCTION FACILITY TO BE CONSTRUCTED ON PROPERTY  
LOCATED AT 2900 CAPITAL WAY, CEDAR FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 5<sup>th</sup> day of August, 2019, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 21, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the application submitted by Buckeye Corrugated, Inc., for the actual value added to real estate by the construction of an approximate 175,850 square foot industrial use warehouse and production facility to be constructed on property located at 2900 Capital Way, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto.

Copies of the application submitted and the proposed Ordinance are now on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

---

Jacqueline Danielsen, MMC, City Clerk

## EXHIBIT "A"

Legal Description

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa. Contains 16.16 acres, more or less.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM*****Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** July 11, 2019  
**SUBJECT:** Partial Property Tax Exemption for FN Investors, LLC  
3019 Venture Way in the Cedar Falls Industrial Park

The Department of Community Development would like to request that City Council set a date of public hearing for the above referenced project that was approved by a Development Agreement in May 2018. The requested date of public hearing will be August 5, 2019. Additional information regarding the partial property tax exemption and project construction status will be provided to City Council prior to the public hearing.

If you have any questions regarding this project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator  
Fred Rose, FN Investors, LLC

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

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

RESOLUTION SETTING PUBLIC HEARING AND DIRECTING PUBLICATION OF  
NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE GRANTING A  
PARTIAL PROPERTY TAX EXEMPTION TO FN INVERSTORS, LLC, FOR A NEW  
INDUSTRIAL USE LAB AND OFFICE FACILITY TO BE CONSTRUCTED AT 3019  
VENTURE WAY, CEDAR FALLS, IOWA

WHEREAS, a request was submitted by FN Investors, LLC, to the City Council of the City of Cedar Falls, Iowa, to adopt an Ordinance granting a partial property tax exemption to FN Investors, LLC, in connection with an industrial use lab and office facility to be constructed at 3019 Venture Way, Cedar Falls, Iowa, and

WHEREAS, the City Council has determined that a public hearing should be scheduled on said request, and notice of said public hearing should be published as required by law.

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

1. That the request of FN Investors, LLC, to pass an Ordinance granting a partial property tax exemption to FN Investors, LLC, in connection with an approximate 20,600 square foot industrial use lab and office facility to be constructed on property located at 3019 Venture Way, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto, is hereby scheduled for public hearing to be held on the 5<sup>th</sup> day of August 2019, at 7:00 p.m., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa; and
2. That the City Clerk is hereby authorized and directed to publish notice of said public hearing in the Waterloo-Cedar Falls Courier once, not less than four (4) nor more than twenty (20) days before the date of said hearing.

INTRODUCED AND ADOPTED this 15<sup>th</sup> day of July 2019.

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James P. Brown, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

EXHIBIT "A"

Legal Description

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

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa,  
hereby certify that the above and foregoing is a true and correct typewritten copy of  
Resolution Number \_\_\_\_\_ duly and legally adopted by the City Council of said City on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the  
official seal of the City of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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



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

NOTICE OF PUBLIC HEARING ON A PROPOSED ORDINANCE  
GRANTING A PARTIAL PROPERTY TAX EXEMPTION TO FN  
INVESTORS, LLC, FOR A NEW INDUSTRIAL USE LAB AND OFFICE  
FACILITY TO BE CONSTRUCTED ON PROPERTY LOCATED AT 3019  
VENTURE WAY, CEDAR FALLS, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 5<sup>th</sup> day of August, 2019, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on the proposal to adopt an Ordinance granting a partial exemption from property taxation as provided in Article II, Tax Exemptions of Chapter 21, Taxation of the Code of Ordinances of the City of Cedar Falls, Iowa, and Section 427B.1, Code of Iowa, based on the application submitted by FN Investors, LLC, for the actual value added to real estate by the construction of an approximate 20,600 square foot industrial use lab and office facility to be constructed on property located at 3019 Venture Way, Cedar Falls, Iowa, legally described as set forth on Exhibit "A" attached hereto.

Copies of the application submitted and the proposed Ordinance are now on file in the office of the City Clerk of the City of Cedar Falls, Iowa. Written objections to the adoption of said Ordinance granting a partial property tax exemption may be filed with the City Clerk of Cedar Falls, Iowa, on or before the date of hearing, and all objections will be heard at the time of said hearing.

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Jacqueline Danielsen, MMC, City Clerk

EXHIBIT "A"

Legal Description

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