



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, APRIL 01, 2019
7:00 PM AT CITY HALL

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of March 18, 2019.

Agenda Revisions

Special Order of Business

2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Permeable Alley Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 22, 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 Permeable Alley Project.
4. Public hearing on proposed amendments to Section 26-181, CHN, College Hill Neighborhood Overlay Zoning District, of Chapter 26, Zoning, of the Code of Ordinances relative to certain provisions in the College Hill Neighborhood Overlay Zoning District.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 22, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
5. Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to the College Hill Neighborhood (CHN) Overlay Zoning District, upon its first consideration.

Old Business

6. Pass Ordinance #2937, adopting the Code of Ordinances for the City of Cedar Falls, upon its second consideration, or
 - a) Suspend the rules requiring ordinances to be considered at three separate meeting (requires at least six aye votes), and
 - b) Pass the ordinance upon its third & final consideration.
7. Pass Ordinance #2938, amending Section 29-107 of the Code of Ordinances by removing property located at the southeast corner of West 12th Street and Union Road from the A-1, Agricultural District, and placing the same in the RP, Planned Residence District, 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.)

- [8.](#) Receive and file the resignation of Jayme Renfro as a member of the Art & Culture Board.
- [9.](#) Receive and file the Committee of the Whole minutes of March 18, 2019 relative to the following items:
 - a) Pavement Management.
 - b) Bills & Payroll.
- [10.](#) Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - a) Arborist.
 - b) Equipment Operator.
- [11.](#) Receive and file Departmental Monthly Reports of February 2019.
- [12.](#) Endorse the recommendations of the Library Board of Trustees, the Art & Culture Board and the Parks & Recreation Commission regarding use of the Berg and Ray Funds held by the Cedar Falls Community Foundation for the benefit of the Cedar Falls Public Library, the Hearst Center and the Recreation Center.
- [13.](#) Approve the request for a temporary sign on West 1st Street between the Rapp Gas Station and the Little Red School House for the Make-A-Wish Walk on April 24-27, 2019.
- [14.](#) Approve a request for street closures for the Downtown Show and Shine, May 5, 2019.
- [15.](#) Approve the following applications for liquor licenses:
 - a) Lark Brewing, Deringer's Public Parlor & The Stuffed Olive, 314 Main Street, Class C liquor & outdoor service - sidewalk café.
 - b) Luxe Nail Bar, 5907 University Avenue, Class C liquor - 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.)

- [16.](#) Resolution approving and accepting from the Municipal Electric and Gas Utilities the permanent transfers of \$3,372,681.00 to the General Fund and \$30,000.00 to the Economic Development Fund of the City of Cedar Falls.
- [17.](#) Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 314 Main Street.
- [18.](#) Resolution approving the Gold Star Family Memorial Monument site plan concept and preliminary cost estimate, as recommended by the Parks & Recreation Commission.
- [19.](#) Resolution approving and adopting revised Bylaws for the Housing Commission.
- [20.](#) Resolution approving a Claim for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.
- [21.](#) Resolution approving and accepting a Temporary Easement, in conjunction with the 2017 Levee/Floodwall System Improvements Project.
- [22.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system in the Greenhill Road public right-of-way.

- [23.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Robinson Engineering Company relative to the Ace Place Subwatershed Assessment Project.
- [24.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Terracon Consultants, Inc. relative to 2019 Construction Testing Services.
- [25.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 925 West 15th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [26.](#) Resolution approving and authorizing execution of an Amended and Restated Developmental Procedures Agreement with James Benda relative to property located in the vicinity of University Avenue and McClain Drive.
- [27.](#) Resolution approving and accepting the low bids, and authorizing execution of two Rehabilitation Contracts with Connerley Construction, Inc. relative to Community Development Block Grant (CDBG) housing rehabilitation projects.
- [28.](#) Resolution approving and authorizing execution of a Service Agreement with Farmers State Bank relative to drawdown of Community Development Block Grant (CDBG) funds.
- [29.](#) Resolution setting April 15, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Zuidberg NA, L.L.C.

Allow Bills and Payroll

- 30. Allow Bills and Payroll of April 1, 2019.

City Council Referrals

- [31.](#) Refer to the Committee of the Whole a request to amend the consumer fireworks ban to allow a limited-use window.

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, MARCH 18, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

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

52224 - It was moved by deBuhr and seconded by Darrah that the minutes of the Regular Meeting of March 4, 2019 be approved as presented and ordered of record. Motion carried unanimously.

52225 - It was moved by Miller and seconded by deBuhr that the minutes of the Special Meeting of February 27, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring March 2019 as National Nutrition Month and Luann Alemao commented.

52226 - Mayor Brown announced that in accordance with the public notice of March 8, 2019, this was the time and place for a public hearing to consider adopting the City's Code of Ordinances. It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52227 - The Mayor then asked if there were any written communications filed to the code adoption. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Attorney Rogers provided a brief summary and Jim Skaine, 2215 Clay Street, commented. There being no one else present wishing to speak about the code adoption, the Mayor declared the hearing closed and passed to the next order of business.

52228 - It was moved by Wieland and seconded by Darrah that Ordinance #2937, adopting the Code of Ordinances for the City of Cedar Falls, be passed upon its first consideration. Following questions and comments by Councilmembers deBuhr, Wieland and Darrah, and responses by City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52229 - Mayor Brown announced that in accordance with the public notice of March 8, 2019, this was the time and place for a public hearing on proposed rezoning from A-1, Agricultural District, to RP, Planned Residence District, of property located at the southeast corner of West 12th Street and Union Road, and also on an associated amendment to the Schematic Land Use Map by changing the designation from Greenways & Floodplain to Greenways & Floodplain and Planned Development. It was then moved by Darrah and seconded by Green

that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52230 - The Mayor then asked if there were any written communications filed to the proposed rezoning and associated amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Sturch provided a brief summary of the proposed land use amendment. NewAldaya Lifescapes CEO Millisa Tierney, 7511 University Avenue, commented briefly. Mark Sigwarth, 1028 Cherrywood Drive, expressed concerns and requested that consideration be tabled. There being no one else present wishing to speak about the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 52231 - Mayor Brown asked for motion to pass a resolution amending the Schematic Land Use Map, by changing the designation from Greenways & Floodplain to Greenways & Floodplain and Planned Development, for property located at the southeast corner of West 12th Street and Union Road. There being no motion from Councilmembers, the Mayor announced that there would also be no consideration of the related rezoning ordinance listed as the next agenda item, and then passed to the next order of business.
- 52232 - Mayor Brown announced that in accordance with the public notice of March 8, 2019, this was the time and place for a public hearing on a proposed Amended and Restated Agreement for Private Development with Buckeye Corrugated, Inc. It was then moved by Darrah and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52233 - 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. Planner II Graham provided a brief explanation and Jim Skaine, 2215 Clay Street, commented. There being no one else present wishing to speak about the Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52234 - It was moved by Blanford and seconded by Wieland that Resolution #21,454, approving and authorizing execution of an Amended and Restated Agreement for Private Development and a Minimum Assessment Agreement with Buckeye Corrugated, Inc., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,454 duly passed and adopted.
- 52235 - Mayor Brown announced that in accordance with the public notice of March 8, 2019, this was the time and place for a public hearing on a proposed Agreement for Private Development with Martin Realty Company II, L.L.C. and payment of certain economic development grants pursuant to said proposed Agreement. It was then moved by Darrah and seconded by Green that the proof of publication

of notice of hearing be received and placed on file. Motion carried unanimously.

- 52236 - 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. Planner II Graham provided a brief explanation and Jim Skaine, 2215 Clay Street, commented. There being no one else present wishing to speak about the Agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 52237 - It was moved by Darrah and seconded by deBuhr that Resolution #21,455, approving and authorizing execution of an Agreement for Private Development with Martin Realty Company II, L.L.C., be adopted. Following questions and comments by Councilmembers deBuhr, Wieland and Green, and responses by Planner II 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, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,455 duly passed and adopted.
- 52238 - It was then moved by Blanford and seconded by deBuhr that agenda items 5, 6 and 7 relative to a proposed land use map amendment and rezoning, be reconsidered. Motion to reconsider carried unanimously.
- 52239 - It was moved by Blanford and seconded by Green that Resolution #21,456, amending the Schematic Land Use Map, by changing the designation from Greenways & Floodplain to Greenways & Floodplain and Planned Development, for property located at the southeast corner of West 12th Street and Union Road, be adopted. Following questions by Councilmembers deBuhr, Blanford, Miller and Kruse, and responses by Planner III Sturch and Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,456 duly passed and adopted.
- 52240 - Mayor Brown announced that in accordance with the public notice of March 8, 2019, this was the time and place for a public hearing on proposed rezoning from A-1, Agricultural District, to RP, Planned Residence District, of property located at the southeast corner of West 12th Street and Union Road. 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.
- 52241 - The Mayor then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Sturch provided a brief summary. There being no one else present wishing to speak about the rezoning, the Mayor declared the hearing closed and passed to the next order of business.
- 52242 - It was moved by Darrah and seconded by Wieland that Ordinance #2938, amending Section 29-107 of the Code of Ordinances by removing property

located at the southeast corner of West 12th Street and Union Road from the A-1, Agricultural District, and placing the same in the RP, Planned Residence District, be passed upon its first consideration. Following questions by Councilmembers deBuhr, Miller and Kruse, and responses by Planner III Sturch, Fehr Graham Engineer Jon Biederman and 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, Green. Nay: None. Motion carried.

- 52243 - It was moved by deBuhr and seconded by Green that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Hillery Oberle as a member of the Planning & Zoning Commission.

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

- a) Jeanine Johnson, Historic Preservation Commission, term ending 03/31/2022.
- b) Leslie Prideaux, Planning & Zoning Commission, term ending 11/01/2021.

Receive and file the City Council Work Session minutes of March 4, 2019.

Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

- a) Code Enforcement Officer.
- b) Communications Specialist.
- c) Economic Development Coordinator.
- d) Video Production Specialist.

Approve the request for temporary signs at various locations for the Waterloo-Cedar Falls Annual Coin Show on March 25-31, 2019.

Approve the request for a temporary sign at 4520 Rownd Street for Valley Lutheran School on April 12, 2019.

Approve a request for parking variances for the St. Patrick Church Garage Sale on April 24-26, 2019.

Approve the following applications for beer permits and liquor licenses:

- a) Godfather's Pizza, 1621 West 1st Street, Class B beer - renewal.
- b) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- c) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
- d) Lark Brewing, Deringer's Public Parlor & The Stuffed Olive, 314 Main Street, Class C liquor & outdoor service - new.
- e) Voodoo Lounge, 401 Main Street, Class C liquor - new.

Motion carried unanimously.

- 52244 - It was moved by Miller and seconded by Wieland to receive and file the Committee of the Whole minutes of March 4, 2019 relative to the following items:

- a) Planning & Zoning Commission Interview - Leslie Prideaux.
- b) 2019 Municipal Operations and Programs Work Plan.
- c) Bills & Payroll.

Following comments by Jim Skaine, 2215 Clay Street, and responses by Councilmembers deBuhr, Blanford, Green and Kruse, the motion carried unanimously.

52245 - It was moved by Wieland and seconded by Green that the following resolutions be introduced and adopted:

Resolution #21,457, approving and adopting revised job classifications for the positions of Director of Public Works and Director of Community Development relative to the reorganization of City operations.

Resolution #21,458, approving and authorizing execution of a Facilities Use Agreement with Northeast Iowa Area Agency on Aging, Inc. (NEI3A) relative to use of the Community Center.

Resolution #21,459, approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Temporary Construction Easements, in conjunction with the Oak Park Sanitary Sewer Repair Project.

Resolution #21,460, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$13,561,862.40, for the West 1st Street Reconstruction Project.

Resolution #21,461, approving and authorizing execution of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Surface Transportation Block Grant (STBG) funding relative to the Main Street Reconstruction Project.

Resolution #21,462, approving and authorizing execution of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Iowa's Transportation Alternatives Program (TAP) funding relative to the Lake Street Trail Project.

Resolution #21,463, approving and authorizing execution of a Farm Lease Agreement with Michael Greiner relative to property located west of the West Viking Road Industrial Park.

Resolution #21,464, approving and authorizing execution of Supplemental Agreement No. 4 with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Industrial Park Expansion Project.

Resolution #21,465, approving the Industrial Park Land Acquisition and Engineering/Design Services Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

Resolution #21,466, receiving and filing, and setting April 1, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Permeable Alley Project.

Resolution #21,467, setting April 1, 2019 as the date of public hearing on proposed amendments to Section 26-181 (formerly 29-160), CHN, College Hill Neighborhood Overlay Zoning District, of Chapter 26 (formerly 29), Zoning, of the Code of Ordinances relative to certain provisions in the College Hill Neighborhood Overlay Zoning District.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,457 through #21,467 duly passed and adopted.

52246 - It was moved by Darrah and seconded by Miller that Resolution #21,468, approving and authorizing execution of one Owner Purchase Agreement and one Tenant Purchase Agreement, and approving and accepting one Owner's Temporary Grading Easement for Construction and three Public Utility Easements, in conjunction with the West 1st Street Reconstruction Project, be adopted. Following comments by John Roth, 4212 Sterling Lane, question by Councilmember deBuhr, and responses by Community Development Director Sheetz and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,468 duly passed and adopted.

52247 - It was moved by Kruse and seconded by Blanford that the bills and payroll of March 18, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52248 - Councilmembers Miller and Darrah expressed appreciation to the Municipal Operations and Programs staff for their assistance during recent flooding.

It was then moved by Miller and seconded by Blanford to refer for further discussion the accuracy of river level readings. Following additional comments by Councilmembers Kruse and Darrah, the motion carried unanimously.

52249 - Community Services Director Sheetz announced the April 2, 2019 public meeting to kick off the Downtown Visioning project.

Mayor Brown announced that due to flooding, the northern Cedar Falls voting location for the Special Election on March 19, 2019 was relocated to City Hall.

Public Works and Parks Manager Heath provided an update on the recent flooding and responded to a question by Councilmember Green regarding a

recent flood preparedness exercise.

52250 - It was moved by Green and seconded by Wieland to adjourn to Executive Session to evaluate the performance of the City Administrator pursuant to Iowa Code Section 21.5(1)(i), following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52251 - Community Services Director Sheetz responded to flooding concerns expressed by Jeremy Sulentic, 1008 Rocklyn Street, and to a question by Councilmember Blanford.

Dale Ohl, 3609 Clearview Drive, commented about the public safety program and hiring more firefighters.

Community Services Director Sheetz and City Attorney Rogers responded to private property nuisance (pot hole) concerns expressed by Eashaan Vajpei, 3831 Convair Lane, and related questions by Councilmembers Blanford and Kruse and Mayor Brown.

Penny Popp, 4805 South Main Street, commented on participation during public meetings and made personal comments about Councilmember Miller.

Councilmember Darrah and Public Works and Parks Manager Heath responded to comments by Roger White, 2303 Greenwood Avenue, speaking on behalf of the Cedar Falls Bicycle Pedestrian Advisory Committee regarding clearing trails. City Administrator Gaines responded to related questions and comments by Mayor Brown and Councilmembers Blanford, Darrah and Kruse.

Andrew Shroll, 930 Newman Avenue, also commented on the trail conditions.

Jim Skaine, 2215 Clay Street, commented on the value of the Industrial Park, roads conditions in his neighborhood and signalized intersections instead of roundabouts.

Mayor Brown commented on the City of Cedar Falls lower tax rate when compared to other cities in the state of Iowa.

The City Council adjourned to Executive Session at 8:58 P.M.

Mayor Brown reconvened the Council Meeting at 10:54 P.M. and stated that performance of the City Administrator had been discussed and no further action was required at this time.

52252 - It was moved by Green and seconded by Kruse that the meeting be adjourned at 10:55 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 28, 2019

SUBJECT: 2019 Permeable Alley Project
ST-056-3149
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2019 Permeable Alley Project. I would recommend setting Monday, April 1, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, April 9, 2019 at 2:00 p.m. as the date and time for receiving and opening bids.

This project involves the construction of three (3) permeable alleys:

1	9 th & 10 th – Division & Catherine
2	4 th & 5 th – College & Olive
3	16 th & 17 th – Franklin & Tremont

The purpose of these permeable alleys is to infiltrate storm water runoff with the goal of improving the water quality in Dry Run Creek.

The total estimated cost of the 2019 Permeable Alley Project is \$251,231.70. The funding for the alley project will be provided by the Storm Water Fund and Street Construction funds.

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

CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE 2019 PERMEABLE ALLEY PROJECT PROJECT NO. ST-056-3149

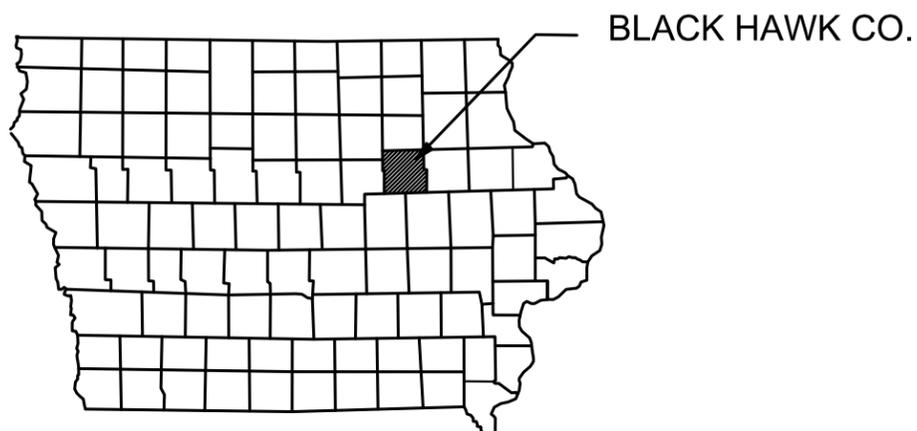
PREPARED BY THE CITY ENGINEERING DIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF CEDAR FALLS, IOWA
APRIL, 2019

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2019 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A.01 - A.02	TITLE SHEET, LOCATION SHEET
B.01 - B.04	TYPICAL SECTIONS, DETAILS
C.01 - C.03	ESTIMATED QUANTITIES, ESTIMATE REFERENCE, GENERAL NOTES, TABULATIONS
D.01 - D.03	PLAN AND PROFILE, REMOVALS

2019 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
4020.211	4/17/18	STORM SEWER PIPE CONNECTIONS
4040.231	10/21/14	SUBDRAINS
4040.232	10/18/16	SUBDRAIN CLEANOUTS
6010.511	4/17/18	CASTINGS FOR AREA INTAKES
7010.101	4/16/19	JOINTS
7010.102	10/18/16	PCC CURB DETAILS
7010.103	4/19/11	MANHOLE BOXOUTS IN PCC PAVEMENT
7040.101	10/17/17	FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG
7040.102	10/17/17	FULL DEPTH PCC PATCHES GREATER THAN 15' LONG
9040.102	10/17/17	FILTER SOCK



ENGINEER'S CERTIFICATION

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.

SIGNED: *Lindsay Beaman* DATE: *3-8-19*
LINDSAY R. BEAMAN, P.E. IA. LIC. NO. 19971
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL:
A.01-A.02, B.01-B.04, C.01-C.03, D.01-D.03

MAYOR
James P. Brown

COUNCIL PERSONS

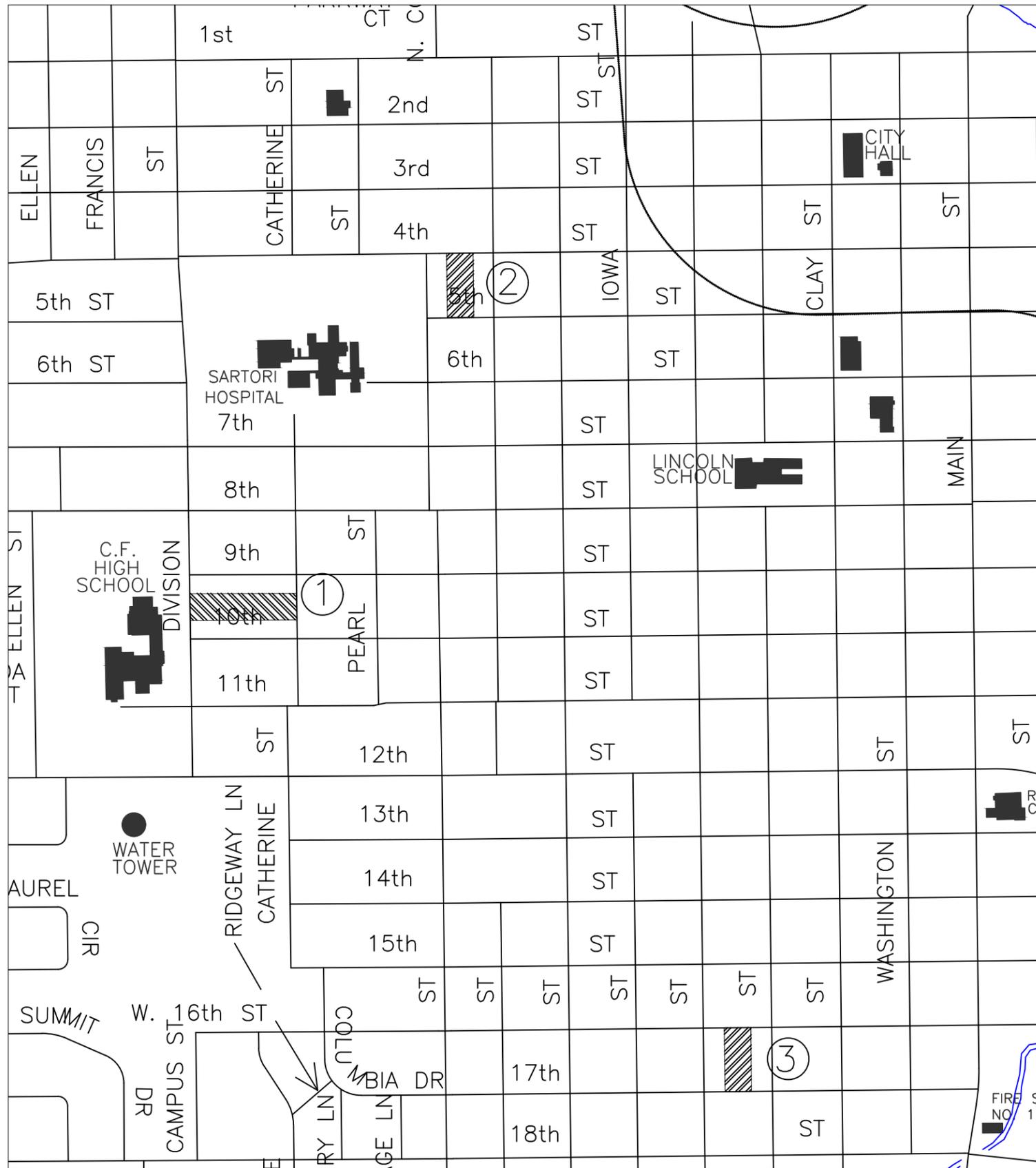
Tom Blanford
Frank Darrah
Susan deBuhr
Mark Miller
Daryl Kruse
Rob Green
David Wieland

Stephanie Houk Sheetz
DIRECTOR, COMMUNITY DEVELOPMENT

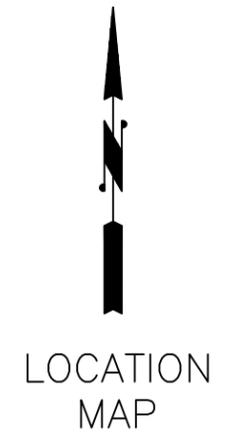
RONALD S. GAINES, PE
CITY ADMINISTRATOR

SHEET NO.	A.01	2019 PERMEABLE ALLEY PROJECT				TITLE SHEET	12	DEPARTMENT OF COMMUNITY DEVELOPMENT ENGINEERING DIVISION CITY OF CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161	CITY PROJECT NUMBER ST-056-3149	SHEET NO.	A.01
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.			DRAWN BY: JCH	CHECKED BY: LRB	TOTAL SHEETS	12

Plot Date: March 7, 2019 - 3:04 PM By: Cody Hager Drawing Name: G:\users\eng\projects\3149 - 2019 Permeable Alley\DWG\new A-C 2019.dwg



KEY OF LOCATIONS		
LOCATION DESCRIPTION	LOCATION NO.	SHEET NO.
9TH & 10TH - DIVISION & CATHERINE	1	D.01
4TH & 5TH - COLLEGE & OLIVE	2	D.02
16TH & 17TH - FRANKLIN & TREMONT	3	D.03
TOTAL	3	



SHEET NO.	A.02				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

LOCATION MAP

13



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

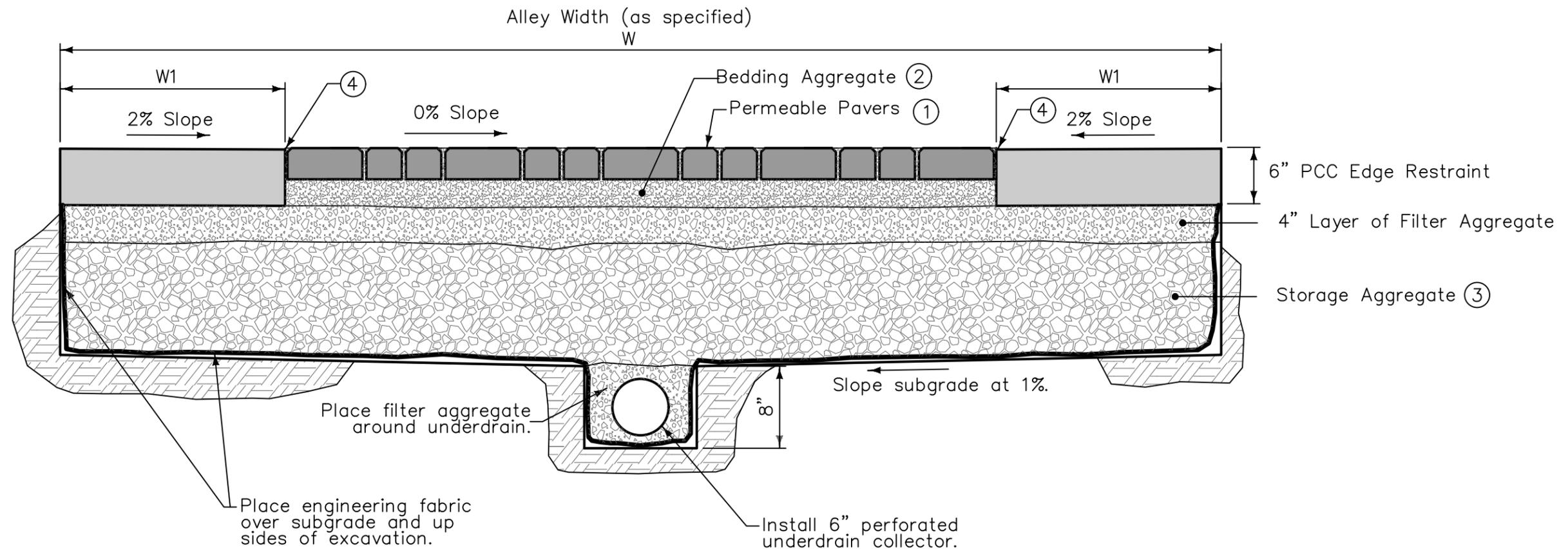
CITY PROJECT NUMBER	ST-056-3149
DRAWN BY:	JCH
CHECKED BY:	LRB

SHEET NO.	A.02
TOTAL SHEETS	12

ALLEY SECTION WIDTH TABULATION			
SHEET NO.	LOCATION	W (FT.)	W1(FT.)
D.01	9TH & 10TH - DIVISION & CATHERINE	14	5
D.02	4TH & 5TH - COLLEGE & OLIVE	12	4
D.03	16TH & 17TH - FRANKLIN & TREMONT	12	4

Refer to the contract documents for dimensions, grades, and additional requirements for permeable interlocking pavers and associated improvements.

- ① Permeable interlocking pavers as specified in the contract documents.
- ② 2 inch minimum permeable pavement bedding aggregate to accommodate imperfections in the permeable pavement filter aggregate layer.
- ③ Permeable pavement storage aggregate thickness as specified in the contract documents.
- ④ Set PCC edge restraint 1/4 inch below pavers.



TYPICAL ALLEY WITH PERMEABLE PAVERS
NOT TO SCALE

SHEET NO.	B.01				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

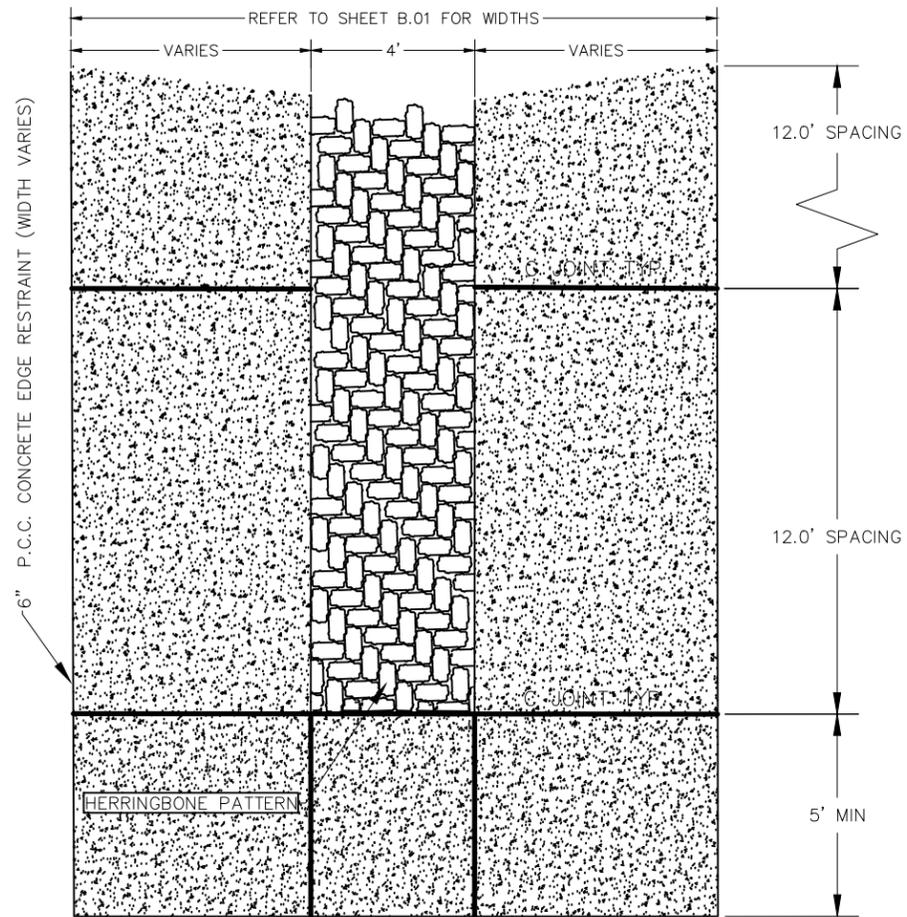
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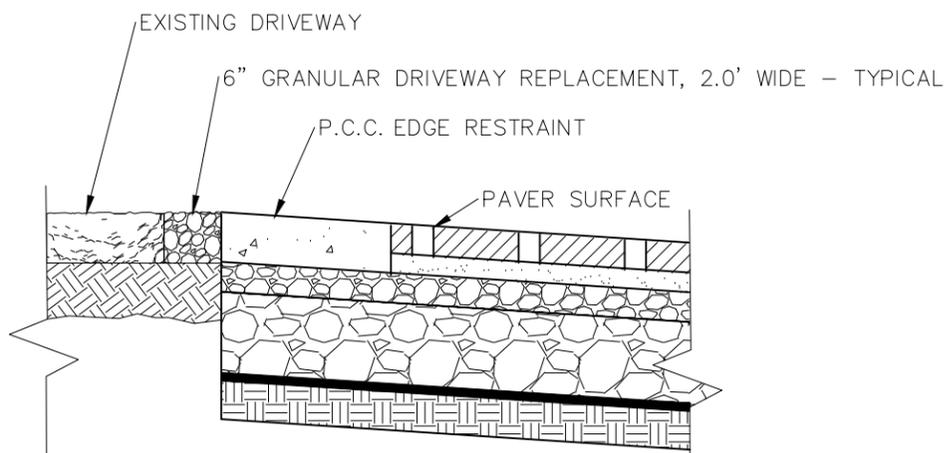
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161
"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	ST-056-3149
DRAWN BY:	JCH
CHECKED BY:	LRB

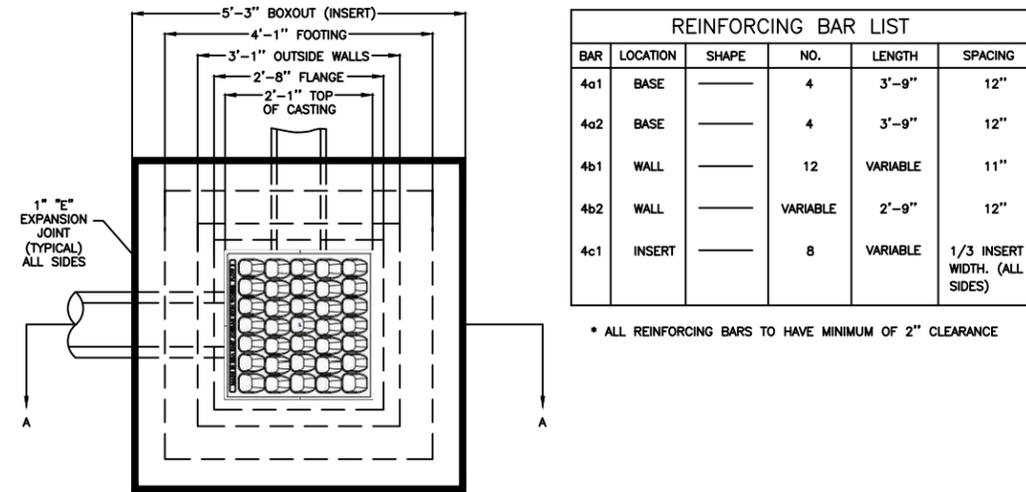
SHEET NO.	B.01
TOTAL SHEETS	12



PAVER PATTERN AT ENDS OF ALLEY

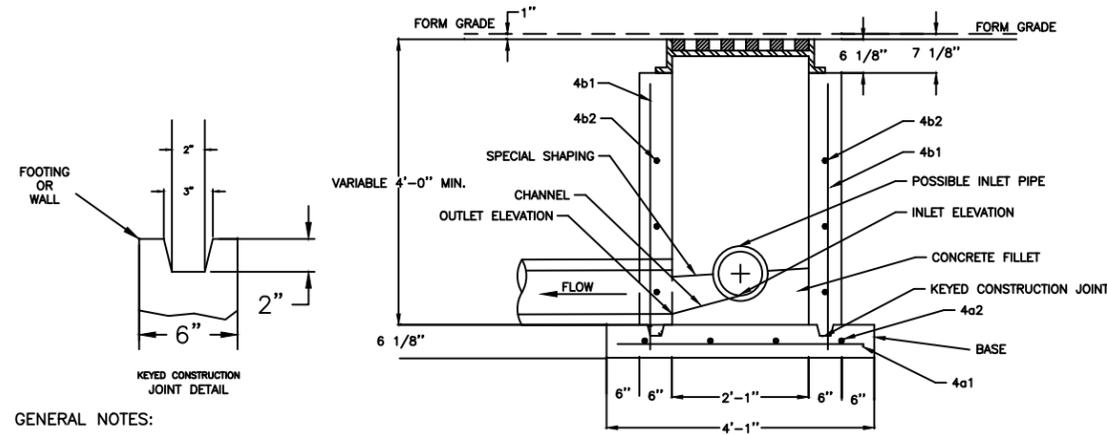


GRANULAR DRIVEWAY DETAIL



REINFORCING BAR LIST					
BAR	LOCATION	SHAPE	NO.	LENGTH	SPACING
4a1	BASE	—	4	3'-9"	12"
4a2	BASE	—	4	3'-9"	12"
4b1	WALL	—	12	VARIABLE	11"
4b2	WALL	—	VARIABLE	2'-9"	12"
4c1	INSERT	—	8	VARIABLE	1/3 INSERT WIDTH. (ALL SIDES)

* ALL REINFORCING BARS TO HAVE MINIMUM OF 2" CLEARANCE



SECTION A - A

NOT TO SCALE

GENERAL NOTES:

- MATERIAL AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH CURRENT STANDARD SPECIFICATIONS.
- ALL REINFORCING BARS SHALL BE ASTM A615, GRADE 60.
- A CONCRETE FILLET SHALL BE PLACED IN THE BOTTOM OF THE INTAKE APPROXIMATELY AS INDICATED AND AS DIRECTED BY THE ENGINEER. SPECIAL SHAPING OF THE FILLET IS REQUIRED TO PROVIDE A SMOOTH CHANNEL THROUGH THE INTAKE. TOP SURFACE OF THE FILLET SHALL SLOPE APPROXIMATELY 1 IN./FT. TOWARD THE CHANNEL.
- JOINTS IN PAVEMENT ADJACENT TO INTAKE SHALL BE SHOWN ON STANDARD ROAD PLANS PV-101. JOINT LOCATIONS SHALL BE AS INDICATED HEREON EXCEPT WHERE SPECIFICALLY MODIFIED BY OTHER PLAN DRAWINGS OR BY THE ENGINEER.
- PRICE BID FOR "INTAKE, SINGLE FLAT" SHALL INCLUDE:
 - ALL NECESSARY EXCAVATION AND BACKFILL
 - 1-1/2" CLEAN GRANULAR BASE BED (6 IN. DEPTH)
 - SATISFACTORY CONNECTION TO NEW OR EXISTING PIPE WITH NEW PIPE UP TO 7.5 FEET OF LENGTH (PER LINE).
 - FURNISHING ALL MATERIALS AND CONSTRUCTING INSERT AS DETAILED HEREON.
 - FURNISHING ALL MATERIALS AND CONSTRUCTING INTAKE AS DETAILED HEREON.
 - FILLET
 - BACKFILLING WITH FLOWABLE MORTAR TO MID-HEIGHT OF PIPES.
 - SATISFACTORY GROUTING OF ALL FORM TIE HOLES, INTERIOR AND EXTERIOR. 4b1 & 4b2 BARS TO BE PLACED IN ALL WALLS. 4b2 BARS TO START 6" ABOVE TOP OF FOOTING.
- NEENAH R-3405-A GUTTER INLET FRAME AND GRATE WITH A TYPE "L" VANE GRATE. EAST JORDAN IRON WORKS CATCH BASIN INLET 5235 WITH V-5622-2 GRATE. (OR APPROVED EQUAL)
- PIPES SHALL NOT PROJECT UNNECESSARILY INTO WELL.
- INTAKE MUST BE N.P.D.E.S. COMPLIANT PER CITY OF CEDAR FALLS STANDARD.

STANDARD DETAIL
SINGLE FLAT INTAKE

SHEET NO.	B.02				
TOTAL SHEETS	12				
	NO.	DATE	REVISION	INIT.	

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

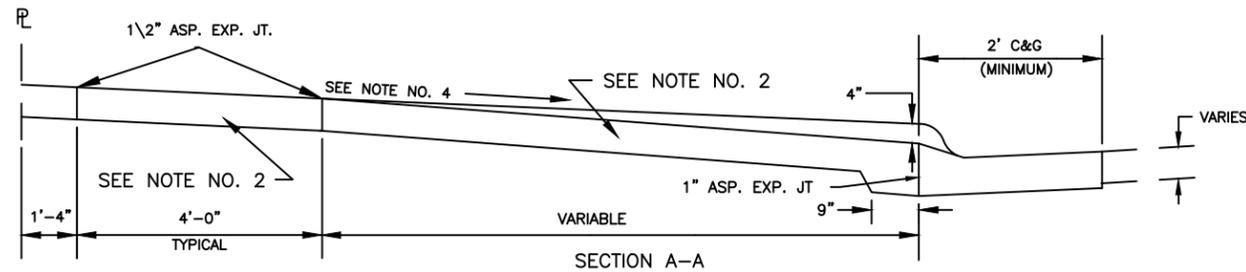
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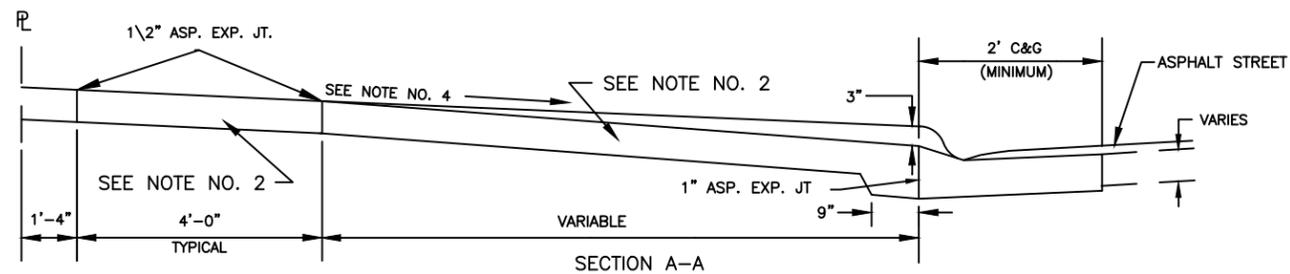
DEPARTMENT OF COMMUNITY DEVELOPMENT
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CITY OF CEDAR FALLS, IOWA
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CEDAR FALLS, IOWA 50613
(319) 268-5161

CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	B.02
DRAWN BY:	JCH	TOTAL SHEETS	12
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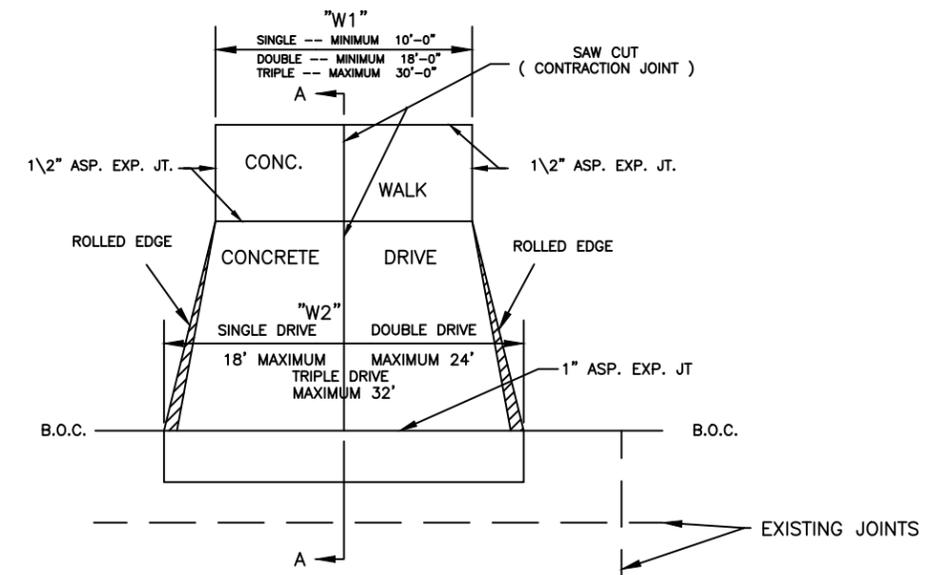
- NOTES:
1. CONSTRUCTION DETAILS SHOWN HEREIN ARE FOR URBAN TYPE DRIVEWAYS AND ALLEYS.
 2. 6" PLAIN P.C. CONC., CLASS "C".
 3. SLOPE OF WALK TO BE 1\4" PER FOOT. VARIATIONS TO BE DETERMINED BY CITY ENGINEER.
 4. MAXIMUM SLOPE 10% ABOVE GUTTER.
 5. SAW CUTS TO BE FULL THICKNESS OF THE EXISTING STREET TO PERMIT ADEQUATE REMOVAL OF CURB AND GUTTER.
 6. ALL NEW OR EXISTING CURB OPENINGS WHICH INVOLVE CURB RECONSTRUCTION WITH AN END WHICH IS LESS THAN TWO (2) FEET FROM AN EXISTING TRANSVERSE JOINT AND/OR A LONGITUDINAL JOINT WHICH IS EIGHTEEN (18) INCHES OR LESS FROM AN EXISTING LONGITUDINAL JOINT SHALL BE RECONSTRUCTED TO THE RESPECTIVE JOINT(S).
 7. EXPANSION JOINT AT BACK OF PAVEMENT, FACE, BACK AND SIDES OF WALK SHALL BE LEFT DOWN ONE HALF (1\2) INCH AND SEALED WITH JOINT FILLER MATERIAL CONFORMING TO SECTION 4136.02 OF THE I.D.O.T. SPECIFICATIONS. ALL EXPANSION JOINTS SHALL BE SEALED BEFORE ROAD IS OPEN TO TRAFFIC.
 8. DRIVEWAY WIDTH (W1) AT THE OWNER'S PROPERTY LINE SHALL NOT BE LESS THAN TEN (10) FEET FOR A SINGLE DRIVE AND NOT LESS THAN EIGHTEEN (18) FEET FOR DOUBLE DRIVES.
 9. CURB OPENING (W2) FOR A SINGLE DRIVE SHALL NOT EXCEED EIGHTEEN (18) FEET. FOR A DOUBLE DRIVE SHALL NOT EXCEED TWENTY-FOUR (24) FEET. (W2) WIDTH MAY EXCEED (W1) WIDTH BY NO MORE THAN SIX (6) FEET. TRIPLE DRIVEWAY CURB CUTS CAN BE THIRTY TWO (32) FEET MAXIMUM.
 10. DETAILS SHOWN HEREIN ARE TYPICAL ONLY AND ARE NOT INTENDED TO DEPICT ANY SPECIFIC INSTALLATIONS. REFER TO PROJECT PLANS FOR REQUIREMENTS OF INDIVIDUAL LOCATIONS.
 11. CONTRACTION JOINT LOCATIONS TO BE DETERMINED IN FIELD.
 12. 4" CLASS 10 EXCAVATION, REPLACED WITH 4" GRANULAR SUBBASE TIED INTO PAVEMENT SUBBASE.



TYPICAL APPROACH CROSS-SECTION
ON PORTLAND CEMENT CONCRETE STREET



TYPICAL APPROACH CROSS-SECTION
ON ASPHALT OVERLAY STREET



SHEET NO.	B.03			
TOTAL SHEETS	12	NO.	DATE	REVISION
				INIT.

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

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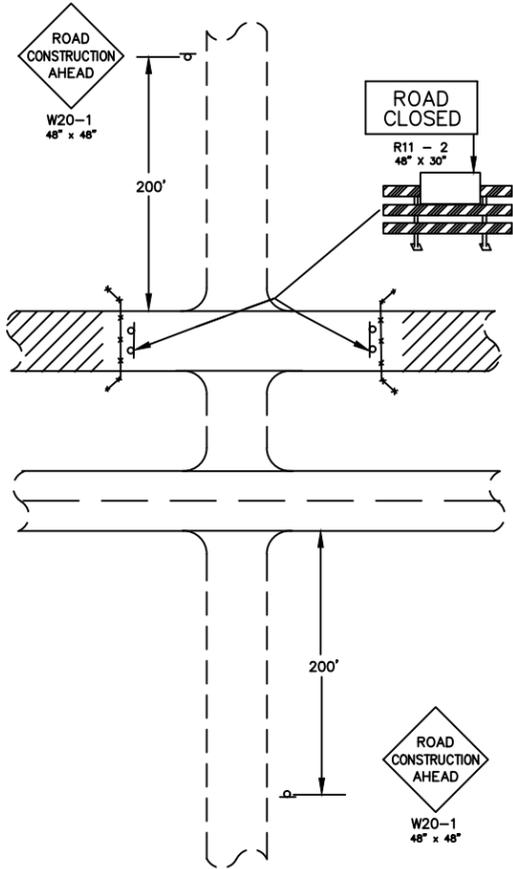
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SHEET NO.	B.03
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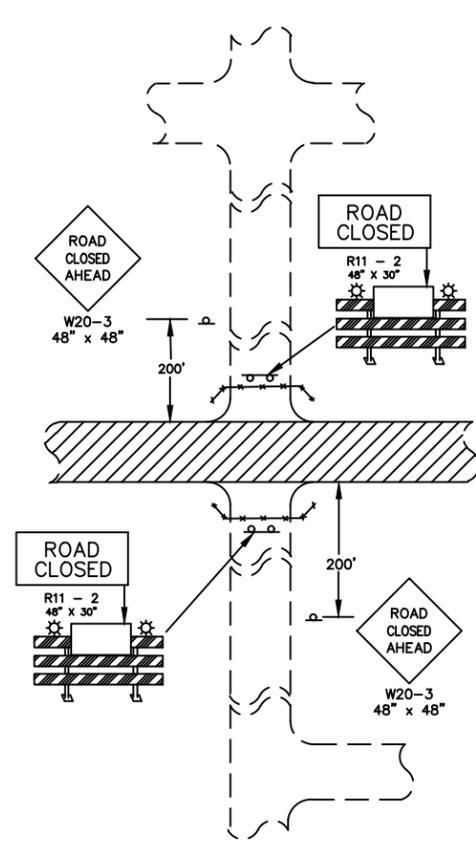
SITUATION 2

PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



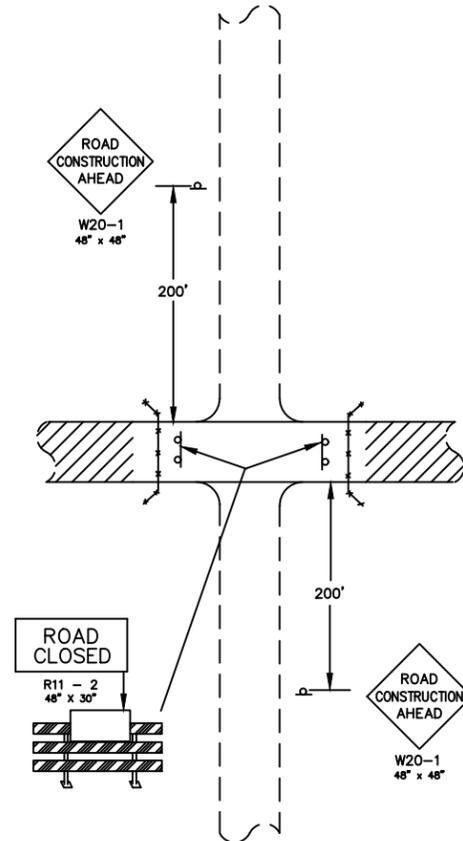
SITUATION 3

NO ACCESS TO PROJECT.
(APPLICABLE TO T-INTERSECTIONS)



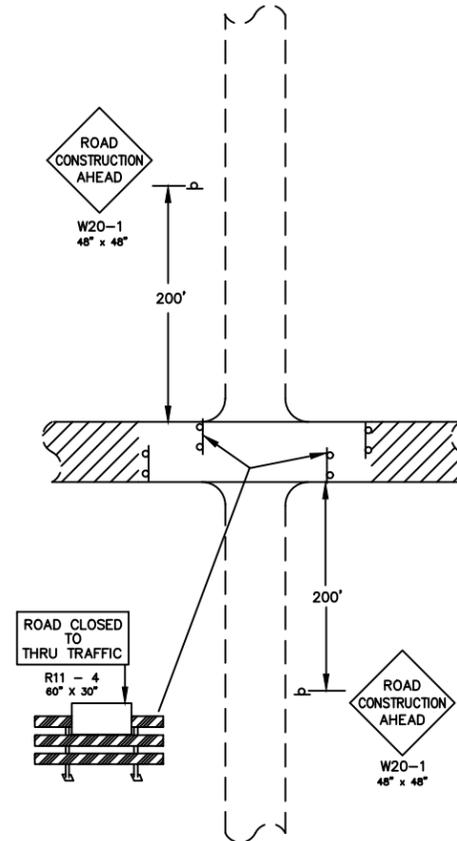
SITUATION 4

PUBLIC CROSS - TRAFFIC MAINTAINED.
NO ACCESS TO PROJECT.



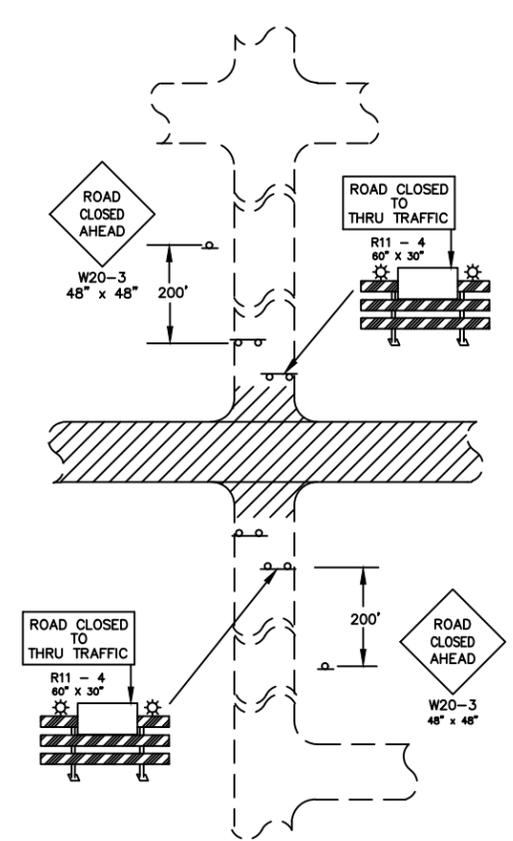
SITUATION 5

PUBLIC CROSS - TRAFFIC MAINTAINED.
CONTRACTOR AND RESIDENT ACCESS.



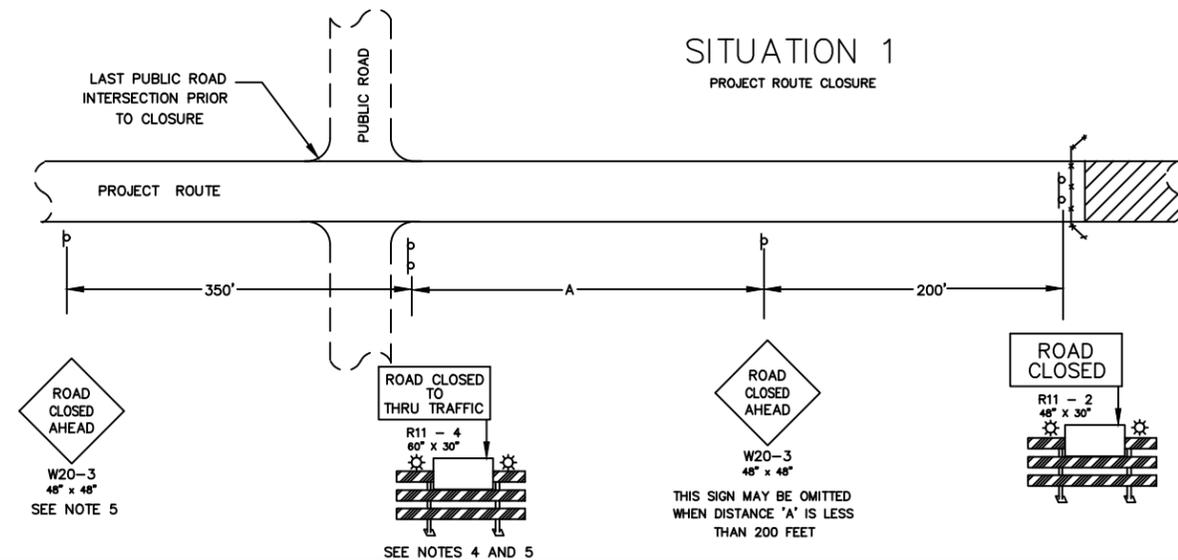
SITUATION 6

NO PUBLIC ACCESS. CONTRACTOR AND RESIDENT
ACCESS ONLY. (APPLICABLE TO T-INTERSECTIONS)



SITUATION 1

PROJECT ROUTE CLOSURE



GENERAL NOTES

- SITUATION 1 ILLUSTRATES TRAFFIC CONTROL NECESSARY TO CLOSE THE PROJECT ROUTE. SITUATIONS 2 THROUGH 6 ARE FOR SIGNING OF SIDE-ROADS BASED ON EXISTING AGREEMENTS AND FIELD CONDITIONS AND WILL BE SELECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.
- TYPE 'A' FLASHING WARNING LIGHTS SHALL BE VISIBLE TO BOTH DIRECTIONS OF TRAFFIC. THE BACKSIDE OF THE TYPE III BARRICADES SHALL BE FULLY REFLECTORIZED UNLESS THERE IS NO ACCESS PERMITTED BEYOND THE BARRICADE. STRIPES SHALL BE PROPERLY SLOPED DOWN TOWARD THE TRAFFIC SIDE.
- SIDE ROADS ON 2 TO 4 LANE GRADING PROJECTS SHALL BE SIGNED IN ACCORDANCE WITH SITUATION 2 DURING SUSPENSION OF WORK (E.G. OVER WINTER).
- IN SITUATION 1, WHEN DISTANCE 'A' IS LESS THAN 200 FEET, THE BARRICADE SHOULD BE PLACED IN THE MIDDLE OF THE TRAFFIC LANE APPROACHING THE WORK AREA. IN THIS CASE, NOTE 2 SHALL APPLY. THE BARRICADE MAY BE OMITTED IF THE DISTANCE TO THE WORK AREA IS LESS THAN 100 FEET.
- IN SITUATION 1, IF THE INTERSECTION IS THE POINT OF DETOUR THIS SIGN AND BARRICADE WILL BECOME THE RESPONSIBILITY OF THE CONTRACTING AUTHORITY AND MAY BE MODIFIED BY THE CONTRACTING AUTHORITY TO FIT DETOUR SIGNING.
- SITUATION 5 SHOULD BE USED WHEN CROSS TRAFFIC IS MAINTAINED DURING SUSPENSION OF WORK (E.G. OVER WINTER).

LEGEND

- TRAFFIC SIGN
- TYPE III BARRICADE (TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHTS REQUIRED FOR NIGHTTIME USE)
- ORANGE PLASTIC SAFETY FENCE
- TYPE 'A' LOW INTENSITY FLASHING WARNING LIGHT
- WORK AREA

SHEET NO.	B.04				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

TYPICAL DETAILS

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CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	B.04
DRAWN BY:	JCH	TOTAL SHEETS	12
CHECKED BY:	LRB		

ESTIMATED QUANTITIES							
ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	9TH & 10TH - DIVISION & CATHERINE	4TH & 5TH - DIVISION & COLLEGE	16TH & 17TH - FRANKLIN & TREMONT	TOTAL ESTIMATED QUANTITY
1	2010-1.08-A	CLEARING & GRUBBING	UNITS	20.0	15.0	20.0	55.0
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	C.Y.	26.5	34.1	16.7	77.3
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	352.3	179.0	180.0	711.3
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	2.0	2.0	2.0	6.0
5	5020-1.08-E	VALVE EXTENSION	EACH	1.0	1.0	1.0	3.0
6	6010-1.08-H	REMOVE INTAKE	EACH	1.0	0.0	0.0	1.0
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	S.Y.	0.0	0.0	50.7	50.7
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDE	L.F.	47.5	54.0	57.0	158.5
9	7030-1.08-A	REMOVAL OF DRIVEWAY	S.Y.	54.5	54.0	58.8	167.3
10	7030-1.08-A	REMOVAL OF SIDEWALK	S.Y.	0.0	48.9	24.4	73.3
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	S.Y.	12.6	48.9	24.4	85.9
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	S.Y.	38.9	80.0	54.4	173.3
13	7030-1.08-H	DRIVEWAY, GRANULAR	S.Y.	19.0	0.0	16.4	35.4
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C., 'M' MIX	S.Y.	0.0	0.0	33.0	33.0
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	L.F.	47.5	54.0	57.0	158.5
16	7080-1.08-B	ENGINEERING FABRIC	S.Y.	1132.3	446.8	606.1	2185.2
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE S	L.F.	449.0	307.0	331.0	1087.0
18	7080-1.08-D	STORAGE AGGREGATE, 8"	S.Y.	704.5	357.5	354.8	1416.8
19	7080-1.08-E	FILTER AGGREGATE, 4"	S.Y.	704.5	357.5	354.8	1416.8
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	1767.6	1032.7	897.6	3697.9
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	0.0	242.8	204.3	447.1
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	S.Y.	502.5	0.0	0.0	502.5
23	8030-1.08-A	TRAFFIC CONTROL	L.S.	0.33	0.33	0.33	1.0
24	9010-1.08-B	HYDRAULIC SEEDING	S.F.	1430.0	1840.2	900.0	4170.2
25	9040-1.08-F	WATTLE, STRAW, 9"	L.F.	100.0	100.0	100.0	300.0
26	9040-1.08-T	INLET PROTECTION DEVICE	EACH	1.0	1.0	1.0	3.0
27	9040-1.08-T	INLET PROTECTION DEVICE, MAINTENANCE	EACH	1.0	1.0	1.0	3.0
28	CF DETAIL	INTAKE, SINGLE FLAT	EACH	1.0	0.0	0.0	1.0

- ITEM # DESCRIPTION**
- REFER TO D SHEETS FOR CLEARING AND GRUBBING LOCATIONS. LOCATIONS SHALL BE MARKED AND APPROVED BY THE CITY PRIOR TO CLEARING OPERATIONS. ALL OTHER TREES AND PLANT MATERIAL THAT ARE TO REMAIN SHALL BE PROTECTED. THIS ITEM IS TO BE USED FOR GENERAL CLEARING AREAS NOTED IN THE PLANS. QUANTITY IS ESTIMATED, TO BE DETERMINED IN FIELD.
 - SEE STANDARD SPECIFICATIONS 2010-2.01 FOR MATERIAL ACCEPTANCE. ESTIMATED QUANTITY BASED ON FURNISHING 6" OF TOPSOIL ON ALL AREAS DISTURBED WITHIN THE SEEDING LIMITS. THIS ITEM WILL BE PAID AS A FILL QUANTITY IN PLACE (NO ADJUSTMENTS FOR SHRINKAGE). SEE GENERAL NOTE #9. MATERIAL SHALL NOT HAVE SOD OR GRASS IN IT. ANY AREAS DISTURBED OUTSIDE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
 - SEE SHEET B.01 FOR TYPICAL SECTION. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJECT, BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION. QUANTITY INCLUDES CUT, FILL, & WASTE.
 - SEE D SHEETS FOR LOCATIONS. REFER TO SUDAS DETAIL 4040.232, TYPE A-1 SHALL BE USED. STANDPIPE SHALL BE SOLID PVC AND CASTING SHALL BE FINISHED FLUSH WITH CONCRETE COLLAR. TEE SHALL BE INSTALLED ON LONGITUDINAL SUBDRAIN SO THAT FLOWLINE IS ABLE TO BE OBSERVED. THE UNIT PRICE INCLUDES: PIPE, WYES, FITTINGS, CASTING, AND FURNISHING/PLACEMENT OF BEDDING & BACKFILL MATERIAL.
 - THIS ITEM IS ONLY TO BE USED IF A VALVE BOX EXTENSION IS NEEDED. MEASUREMENT AND PAYMENT FOR MINOR ADJUSTMENT OF AN EXISTING VALVE BOX BY RAISING OR LOWERING THE ADJUSTABLE VALVE BOX IS INCIDENTAL.
 - REFER TO SHEET C.03 & SHEET D.01. THIS WORK INCLUDES BUT IS NOT LIMITED TO: SAWCUTTING NECESSARY FOR REMOVAL; LOADING, HAULING & DISPOSAL OF THE MATERIALS IN THIS ITEM; FURNISHING, PLACING, & COMPACTING BACKFILL.
 - CLASS C MIX SHALL BE USED WITH CLASS 3 COURSE AGGREGATE DURABILITY. CURB & GUTTER INCIDENTAL TO BID ITEM. REFER TO D SHEETS FOR LOCATIONS. SAWCUTTING AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, THE MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS.
 - TRANSITION TO MATCH EXISTING CURB AND GUTTER. CLASS C MIX SHALL BE USED. COURSE AGGREGATE TO HAVE CLASS 3 DURABILITY. ASSUMED TYPICAL 2.5' WIDE SECTION. SEE D SHEETS FOR LOCATIONS. ALL CONCRETE, HMA, LABOR, AND MATERIALS SHALL BE INCIDENTAL TO BID ITEM. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
 - SEE GENERAL NOTES NO. 6, 7, AND 14. SEE TABULATION SHEET C.03 AND D SHEET FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING & SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. REMOVAL LIMITS TO BE MARKED BY ENGINEER.
 - SEE GENERAL NOTES NO. 6, 7, AND 14. SEE TABULATION SHEET C.03 AND D SHEET FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM.
 - SEE TABULATION SHEET C.03 AND DETAIL SHEET B.03. COURSE AGGREGATE FOR P.C. CONCRETE SHALL BE TYPE 3 DURABILITY. CONCRETE SHALL BE CLASS C MIX. SEAL ALL EXPANSION JOINTS, SHALL BE CONSIDERED INCIDENTAL TO BID ITEM. CURING COMPOUND SHALL BE REQUIRED. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
 - SEE TABULATION SHEET C.03 AND DETAIL SHEET B.03. COURSE AGGREGATE FOR P.C. CONCRETE SHALL BE TYPE 3 DURABILITY. CONCRETE SHALL BE 'C' MIX. SEAL ALL EXPANSION JOINTS, SHALL BE CONSIDERED INCIDENTAL TO BID ITEM. CURING COMPOUND SHALL BE REQUIRED. MATURITY METHOD MAY BE USED FOR OPENING STRENGTH, IF NOT REFER TO TABLE 7010.01 OF SUDAS FOR OPENING STRENGTH REQUIREMENTS. CONCRETE WASHOUT INCIDENTAL TO BID ITEM.
 - SEE TABULATION SHEET C.03 AND DETAIL SHEET B.02. REFER TO SHEET D SHEETS FOR LOCATIONS. MATERIAL SHALL BE CLASS A CRUSHED STONE AND COMPLY WITH IOWA DOT SECTION 2315. COMPACTION OF ROADSTONE SHALL BE INCIDENTAL TO BID ITEM.
 - THIS ITEM TO BE USED TO REPAIR UTILITY PATCHES. CURB & GUTTER INCIDENTAL TO BID ITEM. SEE D SHEETS FOR LOCATIONS. GRANULAR SUBBASE TO COMPLY WITH I.D.O.T. SPECIFICATION SECTION 4121.0. ALL LABOR & MATERIALS ARE INCIDENTAL TO BID ITEM.
 - SEE GENERAL NOTES NO. 6, 7, AND 14. SEE D SHEETS FOR LOCATIONS. IF REMOVAL LIMITS ARE WITHIN 2' OF AN EXISTING JOINT, REMOVALS SHALL BE EXTENDED TO THE JOINT. ANY CONCRETE DAMAGED BEYOND REMOVAL LIMITS SHALL BE REPLACED AT NO COST TO THE OWNER. SAW CUTTING & SLURRY CONTAINMENT INCIDENTAL TO BID ITEM.
 - ENGINEERING FABRIC SHALL COMPLY WITH IOWA DOT SECTION 4196, SUBSURFACE DRAINAGE. REFER TO TYPICAL SECTION ON SHEET B.01 SHEET & D SHEETS FOR LOCATIONS.
 - SEE CITY SUPPLEMENTAL SPECIFICATIONS, SECTION 4040-2.02. PIPE TO BE BACKFILLED WITH POROUS MATERIAL AS PER TYPICAL SECTION ON SHEET B.01, POROUS MATERIAL INCIDENTAL TO UNDERDRAIN. CONNECTION TO EXISTING UNDERDRAIN OR STORM SEWER INCIDENTAL TO BID ITEM.
 - THE STORAGE AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4122, GRADATION #13, CLASS 2 DURABILITY, 3" CLEAN.
 - THE FILTER AGGREGATE SHALL CONFORM WITH IOWA DOT SECTION 4115, GRADATION #3, CLASS 2 DURABILITY, 1" CLEAN.
 - PERMEABLE CLAY BRICK PAVERS SHALL MEET OR EXCEED THE REQUIREMENTS UNDER ASTM STANDARD C 1272: HEAVY VEHICULAR PAVING BRICK. SEE ASTM STANDARD FOR ADDITIONAL REQUIREMENTS. THE PAVER SOURCE AND COLOR SHALL BE PROVIDED TO THE ENGINEER FOR SELECTION AND APPROVAL PRIOR TO USE. THE COLOR SAMPLE IS INCIDENTAL TO BID ITEM. PAVER SIZE SHALL BE 8" X 4" X 2 3/4". PAVER COLOR SHALL BE RED PALETTE. HERRINGBONE PATTERN SHALL BE USED, SEE SHEET B.01 & B.02 FOR DETAILS. BEDDING COURSE AND VOID AREA STONE (BOTH ASTM NO. 9 BEDDING STONE) SHALL BE INCIDENTAL TO THE PERMEABLE CLAY BLOCK PAVER ITEM. ASTM NO. 9 IS EQUIVALENT TO 1/2" WASHED CHIPS.
 - REFER TO DETAIL ON SHEET B.01 AND TABULATION SHEET C.03. REFER TO D SHEETS FOR LOCATIONS. CLASS C MIX SHALL BE USED. COARSE AGGREGATE SHALL BE CLASS 3 DURABILITY. SAWCUTS AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS. REFER TO SUDAS SECTION 7080-3.10-A FOR HORIZONTAL ALIGNMENT REQUIREMENT OF PCC EDGE RESTRAINT. CONCRETE WASHOUT INCIDENTAL TO BID ITEM. CURB IS INCIDENTAL TO BID ITEM.
 - REFER TO DETAIL ON SHEET B.01 AND TABULATION SHEET C.03. REFER TO D SHEETS FOR LOCATIONS. CLASS C MIX SHALL BE USED. COARSE AGGREGATE SHALL BE CLASS 3 DURABILITY. SAWCUTS AND SLURRY CONTAINMENT INCIDENTAL TO BID ITEM. AT THE CONTRACTOR'S OPTION, THE MATURITY METHOD MAY BE USED FOR OPENING AS DESCRIBED IN THE SUDAS STANDARD SPECIFICATIONS SECTION 7010-3.05, IF NOT USED REFER TO SUDAS TABLE 7010.01 FOR OPENING STRENGTH REQUIREMENTS. REFER TO SUDAS SECTION 7080-3.10-A FOR HORIZONTAL ALIGNMENT REQUIREMENT OF PCC EDGE RESTRAINT. CONCRETE WASHOUT INCIDENTAL TO BID ITEM. CURB IS INCIDENTAL TO BID ITEM.
 - CONTRACTOR SHALL NOTIFY THE ENGINEER SEVEN (7) DAYS PRIOR TO CLOSURE TO ALLOW NOTIFICATION OF LOCAL RESIDENTS AND LOCAL MEDIA. SEE SHEET C.05 FOR DETAILS AND GENERAL NOTE 29. ALL TRAFFIC CONTROL SHALL CONFORM WITH MOST RECENT VERSION OF THE MUTCD.
 - SEED MIXTURE SHALL BE TYPE 1, PERMANENT LAWN MIXTURE. SEE SUDAS STANDARD SPECIFICATION 9010.305. CLEAN UP SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS 9010.309. ANY AREAS DISTURBED OUTSIDE THE CONSTRUCTION LIMITS BY CONTRACTOR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
 - SEE SUDAS STANDARD SPECIFICATION 9040-2.06&3.09. REMOVE THE WATTLE UPON COMPLETION OF THE PROJECT & AFTER FINAL STABILIZATION IS ACHIEVED. REMOVAL INCIDENTAL TO BID ITEM.
 - SEE SUDAS STANDARD SPECIFICATION 9040-2.18&3.24. REMOVE INLET PROTECTION UPON COMPLETION OF THE PROJECT & AFTER FINAL STABILIZATION IS ACHIEVED. REMOVAL INCIDENTAL TO BID ITEM.
 - CONTRACTOR SHALL CLEAN EACH SEDIMENT FILTER BASIN AFTER EACH SIGNIFICANT RAINFALL EVENT OR AS DIRECTED BY THE ENGINEER. CLEANING SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF ACCUMULATED SILT AND ANY OTHER DEBRIS DEPOSITED BY THE FLOW OF STORM WATER THROUGH THE SEDIMENT FILTER. PAYMENT SHALL BE ON A PER EACH BASIS AND SHALL INCLUDE THE AREA FROM THE GUTTER TO THE CENTERLINE OF THE ROADWAY AS NEEDED TO REMOVE ACCUMULATED SILT & DEBRIS. ACCUMULATED SILT & DEBRIS SHALL BE HAULED AWAY FROM THE CONSTRUCTION SITE & DISPOSED OF AS PER GENERAL NOTE NO. 7.
 - REFER TO TABULATION SHEET C.03 AND D SHEETS FOR LOCATIONS. REFER TO CITY OF CEDAR FALL'S STANDARD SINGLE FLAT INTAKE DETAIL. ADJUSTMENT RINGS WILL NOT BE ALLOWED, ADJUSTMENTS MUST BE CAST IN PLACE. EXPANSION JOINTS ARE INCIDENTAL TO BID ITEM. CONNECTION TO EXISTING STORM SEWER INCIDENTAL TO BID ITEM.

SHEET NO.	C.01			
TOTAL SHEETS	12	NO.	DATE	REVISION
				INIT.

2019 PERMEABLE ALLEY PROJECT

ESTIMATED QUANTITIES 18



DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA 50613
(319) 268-5161

"OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	C.01
DRAWN BY:	JCH	TOTAL SHEETS	12
CHECKED BY:	LRB		

Plot Date: March 7, 2019 - 3:04 PM By: Cody Hoger Drawing Name: G:\users\veg\projects\3149 - 2019 Permeable Alley\DWG\new A-C 2019.dwg

1. PROJECT SCHEDULE – THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.
2. DURING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THOSE OF OTHER CONTRACTORS WORKING WITHIN THE SAME AREA ON THE FOLLOWING PROJECTS.
3. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT – THE CONTRACTOR SHALL RESTRICT THEIR OPERATIONS TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ENGINEER IN WRITING.
4. ALL PROPERTY OWNERS WHO HAVE DRIVEWAYS WHICH ENTER UPON A STREET THAT IS TO BE RECONSTRUCTED SHALL BE NOTIFIED BY THE CONTRACTOR 48 HOURS PRIOR TO ANY WORK BEING DONE.
5. THIS DESIGN ASSUMES TEMPORARY STOCKPILING OF MATERIALS CAN BE ACCOMPLISHED WITHIN THE RIGHT-OF-WAY PROVIDED FOR THIS IMPROVEMENT. NO EASEMENTS HAVE BEEN PROVIDED SPECIFICALLY FOR STOCKPILING PURPOSES. THE CONTRACTOR MAY ELECT TO PROCURE STOCKPILE EASEMENTS OUTSIDE THE RIGHT-OF-WAY CORRIDOR AT THEIR OWN EXPENSE TO FACILITATE THE CONSTRUCTION STAGING SEQUENCE.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY EXCAVATION ON THIS PROJECT.
7. UNLESS OTHERWISE DIRECTED OR AUTHORIZED, ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS, WHICH ARE NOT SPECIFICALLY ADDRESSED OR DESCRIBED IN THE PLANS, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THIS INCLUDES ALL PAVEMENT, ASPHALT PATCHES, DRIVEWAYS REMOVED DURING PAVEMENT REMOVAL, TEMPORARY DRIVES, AND ASPHALT MILLINGS.
 THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:
 1. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE CONTRACTOR'S FUTURE USE.
 2. DISPOSE OF IN A LICENSED LANDFILL.
8. THE CONTRACTOR SHALL NOT DISTURB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK, SERVICE VEHICLES AND EQUIPMENT, OR USE THESE AREAS FOR STORAGE OF MATERIALS.
9. THE CONTRACTOR SHALL PLACE 6 INCHES OF TOPSOIL OVER ALL SODDING AND SEEDING AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT. ANY HYDRO MULCHING FOR WINTER STABILIZATION FOR DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
10. CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
11. CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.
12. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE TO 95% STANDARD PROCTOR DENSITY.
13. CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
14. CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET.
 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS ADJACENT TO THE PROJECT ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT. THIS INCLUDES CLEANING OF THE STREETS AT THE END OF EACH DAY'S WORK AND BEFORE AN ANTICIPATED RAIN EVENT, TO PREVENT MUD AND DEBRIS FROM ENTERING THE STORM SEWER SYSTEM.
15. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS AT THE DIRECTION OF THE ENGINEER TO PREVENT THE SPREAD OF DUST.
16. PEDESTRIAN CURB DROPS ARE TO BE CONSTRUCTED IN CURBS AT ALL LOCATIONS AS SHOWN IN THE SIDEWALK TABULATION ON THE PROJECT PLANS.
17. ESTIMATED QUANTITY FOR NEW CONCRETE PAVEMENT INCLUDES ALL INTEGRAL CURB, ALL STREET RETURNS, SPECIAL AREAS AND AREAS OF REPAIRS TO CONNECTING PAVEMENTS.
18. COARSE AGGREGATE FOR ALL P.C. CONCRETE SHALL BE CLASS 3 DURABILITY.
19. CURING COMPOUNDS USED SHALL MEET THE REQUIREMENTS OF SUDAS SECTION 7010-2.01-M.
20. TO OBTAIN THE CORRECT FORM GRADES AT LOW POINTS WHERE INTAKES ARE LOCATED, THE CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN PAVING FULL WIDTH PAVEMENTS. THIS MAY REQUIRE POURING ONE-HALF OF THE PAVEMENT AT A TIME OR OTHER METHODS APPROVED BY THE ENGINEER.
21. SPECIAL CARE SHALL BE TAKEN WHEN FORMING AT INTERSECTIONS SO THAT THE PROFILES SHOWN ON THE PLANS ARE OBTAINED. SHORT LENGTHS OF FORMS OR FLEXIBLE FORMS MAY BE NECESSARY AT THESE LOCATIONS.
22. THE CITY WILL FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED, OR DISTURBED BY THE CONTRACTOR, THE CONTRACTOR SHALL BE CHARGED FOR THE COST OF REPLACING THEM.
23. THE COST OF CONNECTING PERFORATED SUBDRAIN TO EXISTING STRUCTURES OR TILE LINES SHALL BE CONSIDERED INCIDENTAL TO THE COST PER LINEAR FOOT OF THE PERTINENT PIPE.
24. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT THEIR EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY OUR CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION AND AT THE CONTRACTING AUTHORITY'S EXPENSE.
25. UTILITIES – THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THAT EXACT LOCATIONS AND ELEVATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK.
26. PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS, AND WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

27. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER, IOWA ONE CALL (1-800-292-8989).
 UTILITY CONTACT PERSON
 CEDAR FALLS UTILITIES: JERALD LUKENSMEYER 1-319-266-1761
 CENTURYLINK: BRENT GIESE 1-563-355-2592
 MEDIACOM: KEVIN PARKER 1-319-232-8800
 WATER RECLAMATION: MIKE NYMAN 1-319-273-8633
28. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) 2009, SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROL ITEM ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE STANDARD SPECIFICATIONS.
29. ORANGE MESH SAFETY FENCE SHALL MEET THE REQUIREMENTS OF SECTION 2518.02 AND SECTION 4188.03 OF THE I.D.O.T. SPECIFICATIONS.
30. EXISTING STREET SIGNS AND TRAFFIC SIGNS ARE TO BE REMOVED BY THE CONTRACTOR AND COLLECTED BY THE CITY SIGN DEPARTMENT. PRIVATE SIGNS SHALL BE REMOVED, STORED AND INSTALLED BY THE CONTRACTOR. ANY SIGNS DAMAGED WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
31. WATERMAIN SHALL HAVE 8 MIL THICK POLYETHYLENE MATERIAL WRAPPED ON PIPE. POLYETHYLENE MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH AWWA STANDARD C105.
32. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EXISTING STORM AND SANITARY SEWER SYSTEMS IN AN OPEN AND FUNCTIONING CONDITION DURING ALL PHASES OF CONSTRUCTION. COSTS ASSOCIATED WITH MAINTAINING EXISTING SYSTEMS INCLUDING CLEANING, REMOVING DEBRIS AND REPAIRS RESULTING FROM THE CONTRACTOR'S OPERATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
33. THE FOLLOWING EVENTS LISTED BELOW ARE FOR INFORMATIONAL PURPOSES AND MAY OR MAY NOT HAVE AN IMPACT ON THE CONSTRUCTION WORK PERFORMED ON THIS PROJECT.
 MAY 10, 2019 – UNI CLASSES END
 MAY 31, 2019 – LAST DAY OF SCHOOL C.F. PUBLIC SCHOOLS (TENTATIVE)
 JUNE 28-30, 2019 – STURGIS FALLS DAYS CELEBRATION
 AUGUST 22, 2019 – C.F. PUBLIC SCHOOLS RESUME (TENTATIVE)
 AUGUST 20, 2019 (MON.) – UNI CLASSES RESUME
 UNI HOMECOMING – OCTOBER 12, 2019
34. LOCATIONS OF EXISTING SANITARY SEWER IS BASED ON BEST AVAILABLE CITY RECORDS. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SANITARY LINES AND SERVICES. ANY DAMAGES TO SANITARY LINES ARE TO BE REPLACED AT CONTRACTOR'S EXPENSE.
35. SUBMIT PAVEMENT MIX DESIGN FOR ENGINEER APPROVAL.
36. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE POLLUTION PREVENTION PLAN AS OUTLINED IN THE SPECIAL PROVISIONS OF THE PROJECT SPECIFICATIONS. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE AND LOCAL ORDINANCES.
37. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2019 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.
38. PRIMER OR TACK COAT BITUMEN WILL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT AND WILL NOT BE MEASURED SEPARATELY FOR PAYMENT. WHEN USING TACK, THE FOLLOWING RATES ARE SPECIFIED:
 BEFORE OTHER COURSES ARE PLACED: (UNDILUTED RATE) 0.02 TO 0.05 GAL./SQ. YD. VERTICAL FACE OF EXPOSED, LONGITUDINAL JOINTS: 0.10 TO 0.15 GAL./SQ. YD. WITHIN 2 VERTICAL FEET OF HEADWALLS OF CULVERTS AND CURBS OR HANDRAILS OF BRIDGES: 0.10 GAL./S.Y. APPROVED TACKS: CSS-1 OR CSS-1H.
39. ASPHALT BINDER PG-58-28S OR 58-28H, WHICHEVER IS APPROPRIATE FOR (ST) OR (HT) HOT MIX ASPHALT, AS CALLED FOR IN THESE PLANS, SHALL BE CONSIDERED INCIDENTAL TO HOT MIX ASPHALT BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFIED PLANT INSPECTION. CERTIFIED PLANT INSPECTION SHALL BE DONE AS PER STANDARD SPECIFICATION SECTION 7020-3.06 A.3 AND 3.06 B.5 FOR ALL HMA ITEMS.
40. PRIOR TO FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL ENSURE THAT ALL MUD & DEBRIS HAS BEEN REMOVED FROM BETWEEN THE PAVERS TO PREVENT CLOGGING OF THE PERMEABLE PAVER SYSTEM.
41. WHERE SECTION OR SUB-SECTION MONUMENTS, BENCHMARKS, RIGHT-OF-WAY PINS, OR IRON PIPE MONUMENTS ARE ENCOUNTERED, THE CITY SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED OR DISTURBED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL MONUMENTS UNTIL THE CITY AND AUTHORIZED SURVEYOR, OR AGENT, HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR HAVING AN AUTHORIZED SURVEYOR RE-ESTABLISH ANY MONUMENTS UNNECESSARILY DESTROYED DURING CONSTRUCTION OPERATIONS.

SHEET NO.	C.02			
TOTAL SHEETS	12	NO.	DATE	REVISION
				INIT.

2019 PERMEABLE ALLEY PROJECT

GENERAL NOTES 19


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CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	C.02
DRAWN BY:	JCH	TOTAL SHEETS	12
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 By: Cody Hoger
 Drawing Name: G:\Users\eng\projects\3149 - 2019 Permeable Alley\DWG\new A-C 2019.dwg

DRIVEWAY TABULATION						
DRIVE #	STREET	ADDRESS / STATION	REMOVAL (S.Y.)	6" PCC DRIVEWAY (S.Y.)	GRANULAR DRIVEWAY (S.Y.)	NOTES
1	9TH & 10TH - DIVISION & CATHERINE ALLEY	WEST END APPROACH	16.9	7.0	0.0	-
2	9TH & 10TH - DIVISION & CATHERINE ALLEY	EAST END APPROACH	33.8	24.0	0.0	-
3	9TH & 10TH - DIVISION & CATHERINE ALLEY	1207 W. 10TH ST.	3.8	7.9	0.0	-
4	9TH & 10TH - DIVISION & CATHERINE ALLEY	1203 W 10TH ST.	0.0	0.0	5.4	-
5	9TH & 10TH - DIVISION & CATHERINE ALLEY	1123 W 10TH ST.	0.0	0.0	2.3	-
6	9TH & 10TH - DIVISION & CATHERINE ALLEY	1119 W 10TH ST.	0.0	0.0	2.0	-
7	9TH & 10TH - DIVISION & CATHERINE ALLEY	1115 W 10TH ST.	0.0	0.0	2.0	-
8	9TH & 10TH - DIVISION & CATHERINE ALLEY	1106 W 9TH ST.	0.0	0.0	7.3	-
9	4TH & 5TH - COLLEGE & OLIVE	NORTH END APPROACH	24.7	24.7	0.0	-
10	4TH & 5TH - COLLEGE & OLIVE	SOUTH END APPROACH	29.3	29.3	0.0	-
11	4TH & 5TH - COLLEGE & OLIVE	413 OLIVE ST.	0.0	6.6	0.0	-
12	4TH & 5TH - COLLEGE & OLIVE	417 OLIVE ST.	0.0	4.4	0.0	-
13	4TH & 5TH - COLLEGE & OLIVE	421 OLIVE ST.	0.0	10.1	0.0	-
14	4TH & 5TH - COLLEGE & OLIVE	818 COLLEGE ST.	0.0	4.9	0.0	-
15	16TH & 17TH - FRANKLIN & TREMONT	SOUTH END APPROACH	35.2	30.8	0.0	-
16	16TH & 17TH - FRANKLIN & TREMONT	NORTH END APPROACH	20.7	20.7	0.0	-
17	16TH & 17TH - FRANKLIN & TREMONT	423 TREMONT ST.	2.9	2.9	0.0	-
18	16TH & 17TH - FRANKLIN & TREMONT	1616 TREMONT ST.	0.0	0.0	4.6	-
19	16TH & 17TH - FRANKLIN & TREMONT	1604 TREMONT ST.	0.0	0.0	5.5	-
20	16TH & 17TH - FRANKLIN & TREMONT	1603 FRANKLIN ST.	0.0	0.0	6.3	-

GENERAL DRIVEWAY NOTES:

- SEE DRIVEWAY DETAILS, SHEET B.02 & B.03
- BARRICADES ARE REQUIRED TO PROTECT NEW PAVEMENT, INCIDENTAL TO CONCRETE BID ITEMS
- SEE D SHEETS FOR LOCATIONS

INTAKE REMOVAL TABULATION						
NO.	DESCRIPTION	UNITS	LOCATION	SHEET NUMBER	DISPOSAL	NOTES
1	SINGLE FLAT INTAKE	1.0	9TH & 10TH - DIVISION & CATHERINE	D.01	BY CONTRACTOR	-

GENERAL NOTES

-

SIDEWALK REMOVAL & REPLACEMENT TABULATION						
#	STREET	STATION / ADDRESS	DEPTH (IN.)	REM. (S.Y.)	REPL. (S.Y.)	NOTES
1	9TH & 10TH - DIVISION & CATHERINE ALLEY	WEST END APPROACH	6	0.0	6.3	1,2
2	9TH & 10TH - DIVISION & CATHERINE ALLEY	EAST END APPROACH	6	0.0	6.3	1,2
3	4TH & 5TH - COLLEGE & OLIVE	NORTH END APPROACH	6	24.4	24.4	2
4	4TH & 5TH - COLLEGE & OLIVE	SOUTH END APPROACH	6	24.5	24.5	2
5	16TH & 17TH - FRANKLIN & TREMONT	NORTH END APPROACH	6	24.4	24.4	1,2
6	16TH & 17TH - FRANKLIN & TREMONT	SOUTH END APPROACH	6	0.0	0.0	-

SIDEWALK NOTES:

1. NO EXISTING SIDEWALK, NEW SIDEWALK TO BE CONSTRUCTED. EXCAVATION INCIDENTAL TO BID ITEM.
2. PLACE 4 FT. WIDE SIDEWALK.

GENERAL SIDEWALK NOTES:

- ANY ADDITIONAL EXCAVATION OR FILL INCIDENTAL
- ALL SAW CUTS FOR SIDEWALKS INCIDENTAL. THIS INCLUDES SAW CUTS FOR CONTROL JOINTS AND ANY CUTS NECESSARY FOR REMOVALS.
- 1" EXPANSION JOINT TO BE PLACED AT BACK OF CURB AND 1/2" EXPANSION JOINT TO BE PLACED AT FACE OF WALK ON ALL SIDEWALKS.
- SEE SIDEWALK DETAILS.
- BARRICADES REQUIRED TO PROTECT NEW SIDEWALK.

INTAKE TABULATION							
INTAKE NO.	STREET	TYPE	STATION / OFFSET	FORM GRADE ELEVATION	OUTLET* ELEVATION	BOTT. WELL ELEVATION	NOTES
I-1	9TH & 10TH - DIVISION & CATHERINE ALLEY	SINGLE FLAT	3+22.29	942.11	936.58	936.63	-

GENERAL INTAKE NOTES:

- RECONSTRUCTION OF INTAKES MAY INCLUDE REPLACEMENT OF ONE STANDARD PIPE LENGTH, UP TO 7.5 FEET OF THE EXISTING INLET AND OUTLET PIPES (PER LINE). PIPES SHALL BE OF THE SAME DIAMETER AS THE EXISTING PIPE AND OF 2000D CONCRETE. REPLACEMENT OF EXISTING PIPES AND NECESSARY "C" COLLARS INCIDENTAL TO INTAKE CONSTRUCTION.
- EXISTING PIPE SIZES AND TYPES ARE LISTED FROM BEST AVAILABLE RECORDS, AND SHOULD BE VERIFIED IN THE FIELD.
- ALL INTAKES INCLUDE NEW CASTINGS.
- * OUTLET ELEVATIONS ARE LISTED FROM BEST AVAILABLE RECORDS, AND SHOULD BE VERIFIED IN THE FIELD.
- SEE INTAKE DETAIL SHEETS B.04 AND STANDARD SPECIFICATIONS.

INTAKE NOTES:

6" P.C.C. EDGE RESTRAINT CURB SECTIONS			
NO.	LOCATION	STATIONS	SIDE
1	16TH & 17TH - FRANKLIN & TREMONT	0+60 - 1+16	LEFT
2	16TH & 17TH - FRANKLIN & TREMONT	1+70 - 2+45	LEFT
3	16TH & 17TH - FRANKLIN & TREMONT	2+87 - 3+12	RIGHT
4	16TH & 17TH - FRANKLIN & TREMONT	2+87 - 3+12	LEFT

GENERAL NOTES

- CURB INCIDENTAL TO BID ITEMS: #22, #23

SHEET NO.	C.03				
TOTAL SHEETS	12	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

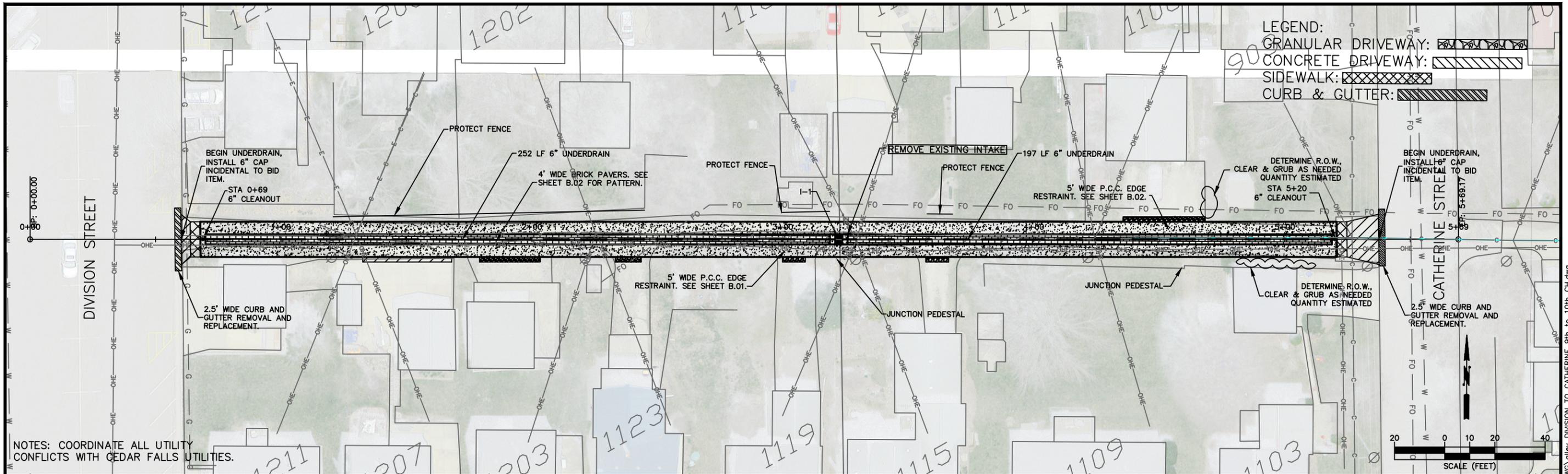
TABULATIONS

20

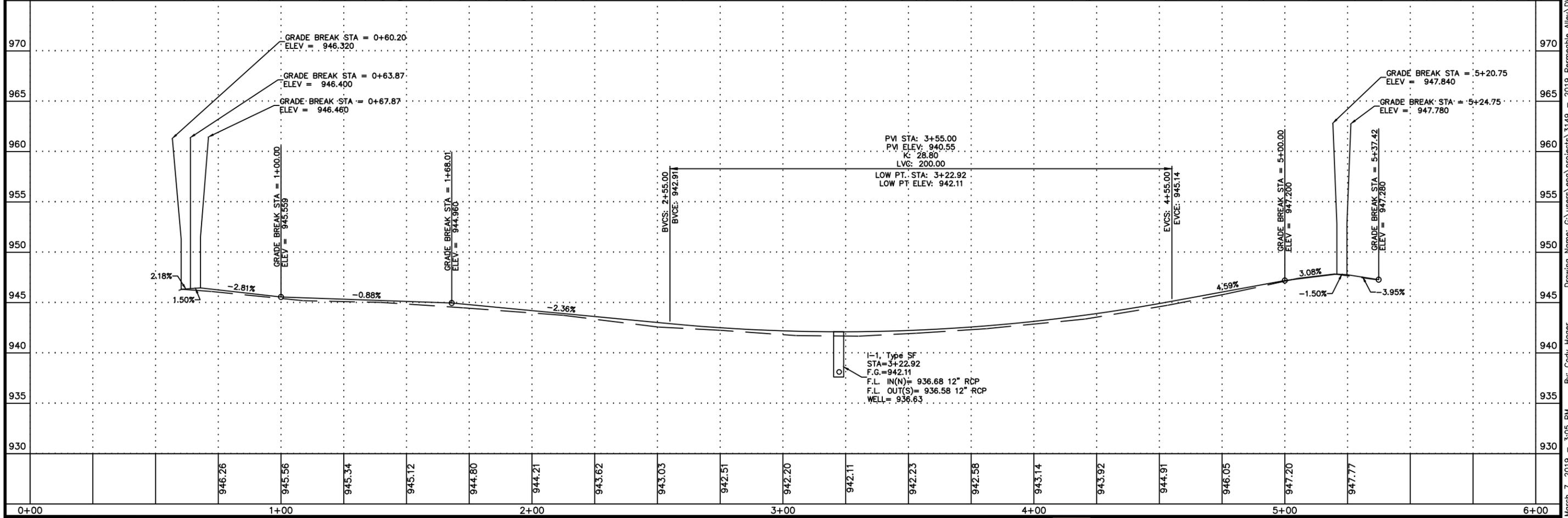


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CITY PROJECT NUMBER	ST-056-3149	SHEET NO.	C.03
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CHECKED BY:	LRB		



NOTES: COORDINATE ALL UTILITY CONFLICTS WITH CEDAR FALLS UTILITIES.



SHEET NO.	D.01			
TOTAL SHEETS	12			
	NO.	DATE	REVISION	INIT.

2019 PERMEABLE ALLEY PROJECT

ALLEY - 9TH TO 10TH - DIVISION TO CATHERINE
 PLAN & PROFILE

DEPARTMENT OF COMMUNITY DEVELOPMENT
 ENGINEERING DIVISION
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 220 CLAY ST.
 CEDAR FALLS, IOWA 50613
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PROJECT SPECIFICATIONS
For
2019 Permeable Alley Project

Project No. ST-056-3149
Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
 <p>The seal is circular with a serrated outer edge. Inside the circle, the text reads: 'PROFESSIONAL ENGINEER' at the top, 'LINDSAY R. BEAMAN' in the center, '19971' below the name, and 'IOWA' at the bottom. The words 'LICENSED' and 'ENGINEER' are written vertically on the left and right sides respectively. There are two stars on either side of the word 'IOWA'.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p><u>Lindsay Beaman</u> Date: <u>3-8-19</u></p> <p>Lindsay R. Beaman, P.E. Iowa License No. 19971 My license renewal date is December 31, 2019</p> <p>Pages or sheets covered by this seal: <u>1-30.</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2019 edition of the “STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM” (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls’ 2018 Supplemental Specifications to the most current edition of the SUDAS STATEWIDE URBAN DESIGN AND SPECIFICATIONS PROGRAM”

Links to both documents can be found on the City’s website at:

www.cedarfalls.com/designstandards

DIVISION 4 – Supplemental Plans and Specifications

30-31

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2019
PERMEABLE ALLEY PROJECT, CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated total Cost for the construction of the 2019 Permeable Alley Project in said City at 7:00 p.m. on the 1st day of April, 2019, said meeting to be held in the Council Chambers in the City Hall 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract or the estimated total cost of making said improvement.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____

Jacque Danielsen, CMC
City Clerk

NOTICE TO BIDDERS
CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT
2019 PERMEABLE ALLEY PROJECT

Time and Place for Filing Sealed Proposals: Sealed proposals will be received at the City Clerk's office at City Hall, 220 Clay Street, Cedar Falls, Iowa by the City Engineer or an authorized representative of the City of Cedar Falls, Iowa, before 2:00 p.m. on the 9th day of April, 2019.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be opened and read at 2:00 p.m. on the 9th day of April, 2019 in the City Council Chambers at City Hall, 220 Clay Street, Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on April 15, 2019 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. All work shall be completed within sixty (60) working days. Working days will be accumulated concurrently from the date set forth in the written Notice to Proceed.

Bid Security: Each Form of Proposal shall be accompanied in a separate envelope by a Bid Security as defined in the Instructions to Bidders - Division 1, Section 05.

Contract Documents: Plans, Specifications, and a Form of Proposal may be obtained from the City Engineer's office, 220 Clay Street, Cedar Falls, IA, 50613. Contract documents are also available electronically by calling 319-268-5161 for ftp site location and access rights.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident Bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive; and be rejected.

Sales Tax: Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

Project Description: This project involves the installation of three full or partial permeable alleys. Work shall include a combination of excavation and backfill of the alley areas, storm sewer, P.C.C. installation, permeable clay brick paver installation, seeding, and concrete or gravel driveway replacement.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: _____

Jacque Danielsen, CMC

City Clerk

DIVISION I – Instructions to Bidders

The work comprising the 2019 Permeable Alley Project shall be constructed in accordance with the 2019 edition of the Statewide Urban Standard Specifications for Public Improvements (SUDAS) and as further modified by the City of Cedar Falls' 2019 Supplemental Specifications to the 2019 edition of the SUDAS and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your Bid, please review the requirements of "Division One, General Provisions and Covenants," in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your Bid not to be read.

01 Definition and Terms

Add the following to the SUDAS Standard Specifications Section 1010 – 1.03:

Code of Iowa: The latest edition of the Iowa Code

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2019 Permeable Alley Project Project No. ST-056-3149

02 Qualification of the Bidder

Add the following to The SUDAS Standard Specifications Section 1020 – 1.01:

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; the present firm name, and the name of the state where incorporated.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

03 Contents of the Proposal Forms

Add the following to The SUDAS Standard Specifications Section 1020 – 1.02:

Plans, Specifications, and a Form of Proposal may be obtained from the City Engineer's Office. Plans, Specifications, and the Form of Proposal have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

04 Taxes

Add the following to The SUDAS Standard Specifications Section 1020 – 1.08:

Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the work performance of this project. Products utilized in the construction of this project will be exempt from sales tax as provided by the current Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder and Bid Security

Add the following to The SUDAS Standard Specifications Section 1020 – 1.12:

The Bid Security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The Bid Security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The Bid Bond must be submitted on the enclosed Bid Bond form, as no other Bid Bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature on the Bid Bond is not acceptable. Bid Security other than said Bid Bond shall be made payable to City Clerk of the City of Cedar Falls."

"Miscellaneous Bank checks," as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on the Form of Proposal shall be filled in ink, typed or computer printed. The Bidder shall not alter the quantity, unit price or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the Bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the Bidder's name. The form shall then include the item numbers, item descriptions and units, and their quantities. The Bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in

figures in a column provided for each purpose, and the total amount of the proposal obtained by adding the cost extension for every bid item. The form shall then conclude with the Bidder's name, the legible printed name of its representative, and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the Bidder and its official address, and the Bidder's representative's legible printed name, signature, and title. The "entry area for total bid" line on the supplied Form of Proposal shall also be completed with the entry of "see attached".

The Form of Proposal shall be submitted in a sealed envelope separate from the Bid Security, Bidders Status Form, and Non-Collusion Affidavit. The envelope shall bear the return address of the Bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
Cedar Falls, Iowa 50613

Proposal for: 2019 Permeable Alley Project
Project No. ST-056-3149

**FORM OF PROPOSAL
2019 PERMEABLE ALLEY PROJECT
PROJECT NO. ST-056-3149
CITY OF CEDAR FALLS, IOWA**

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

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

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
1	2010-1.08-A	CLEARING & GRUBBING	UNITS	55.0		
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	C.Y.	77.3		
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	711.3		
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	6.0		
5	5020-1.08-E	VALVE EXTENSION	EACH	3.0		
6	6010-1.08-H	REMOVE INTAKE	EACH	1.0		
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	S.Y.	50.7		

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDTH	L.F.	158.5		
9	7030-1.08-A	REMOVAL OF DRIVEWAY	S.Y.	167.3		
10	7030-1.08-A	REMOVAL OF SIDEWALK	S.Y.	73.3		
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	S.Y.	85.9		
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	S.Y.	173.3		
13	7030-1.08-H	DRIVEWAY, GRANULAR	S.Y.	35.4		
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C., 'M' MIX	S.Y.	33.0		
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	L.F.	158.5		
16	7080-1.08-B	ENGINEERING FABRIC	S.Y.	2185.2		
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE 5	L.F.	1087.0		
18	7080-1.08-D	STORAGE AGGREGATE, 8"	S.Y.	1416.8		
19	7080-1.08-E	FILTER AGGREGATE, 4"	S.Y.	1416.8		
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	3697.9		
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	447.1		
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	S.Y.	502.5		
23	8030-1.08-A	TRAFFIC CONTROL	L.S.	1.0		
24	9010-1.08-B	HYDRAULIC SEEDING	S.F.	4170.2		

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
25	9040-1.08-F	WATTLE, STRAW, 9"	L.F.	300.0		
26	9040-1.08-T	INLET PROTECTION DEVICE	EACH	3.0		
27	9040-1.08-T	INLET PROTECTION DEVICE MAINTENANCE	EACH	3.0		
28	CF DETAIL	INTAKE, SINGLE FLAT	EACH	1.0		
					TOTAL	

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-28). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

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

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

The Bidder has received the following Addendum or Addenda:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

The Bidder has filled in all blanks on this Proposal.

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

Name of bidder

By _____

Official Address _____

Title _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20____, for _____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

By _____ (Title)

Surety (Seal)

By _____
Attorney-in-fact

Witness

Witness

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

**You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.**

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

FORM OF CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 PERMEABLE ALLEY PROJECT, Project No. ST-056-3149 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of May 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. ST-056-3149 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidder Status Form

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

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, CMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

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

**2019 Permeable Alley Project
Paving / Pavers / Storm Sewer
Project ST-056-3149**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

NOTE:

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

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to The SUDAS Standard Specifications Section 1030 – 1.03:

The successful Bidder shall be required to furnish a Performance, Payment, and Maintenance Bond in the sum equal to one hundred (100%) percent of the total bid. The Maintenance Bond shall guarantee the maintenance of the improvements for a period of two (2 yrs.) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to The SUDAS Standard Specifications Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate all operations with the Contractors or Contacts of the following projects and/or events:

- 1) Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2) Cedar Falls Utilities overhead to underground electric conversion.
- 3) Sturgis Falls Celebration – June 20-22, 2019
- 4) UNI Spring Classes End – May 3, 2019
- 5) Last Day of Cedar Falls Public Schools (Tentative) – May 31, 2019
- 6) UNI Fall Classes Resume – August 26, 2019
- 7) Cedar Falls Public Schools Resume (Tentative)– August 26, 2019
- 8) UNI Homecoming – October 12, 2019
- 9) Downtown Levee Improvements Project FL-000-1975

03 Protection of Line and Grade Stakes

Add the following to The SUDAS Standard Specifications Section 1050 – 1.10:

The Contractor shall notify the Engineer at least forty-eight hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor shall be charged for the cost of replacing them. Contractor shall pay all said replacement cost(s) prior to the release of the final pay estimate.

04 Borrow and Waste Sites

Add the following to The SUDAS Standard Specifications Section 1070 – 2.13:

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer will review all disposal sites, prior to their use, to determine acceptability. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

05 Subletting or Assignment of Contract

Add the following to The SUDAS Standard Specifications Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. Any item designated as a Specialty Item may be performed by subcontract, and the cost of any such Specialty Item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization. Any items that have been selected as a Specialty Item for the contract are listed as such in the Special Provisions.

06 Contract Time

Add the following to The SUDAS Standard Specifications Section 1080 – 1.02:

The work on the Contract shall commence ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be completed within sixty (60) working days.

Intermediate working days for construction staging will be as follows:

Division – Catherine & 9 th – 10 th	20 working days
College – Olive & 4 th – 5 th	20 working days
Franklin – Tremont & 16 th – 17 th	20 working days

If a stage is not open to local traffic within the allotted working days, liquidated damages of \$100.00 per day will be assessed.

07 Work Progress and Schedule

Add the following to The SUDAS Standard Specifications Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth (1/4) of the working days, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the working days, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the working days, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the working days.

08 Weekly Record of Working Days

Add the following to The SUDAS Standard Specifications Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

09 Liquidated Damages

Add the following to The SUDAS Standard Specifications Section 1080 – 1.12:

Liquidated damages in the amount of two hundred and fifty (\$250.00) dollars per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

10 Progress Payments

Add the following to The SUDAS Standard Specifications Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Sales Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish original vouchers with original signatures showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor. The City may retain the last pay estimate for a period of ninety (90) calendar days following such completion and approval, unless satisfied that materials and labor have been fully paid for.

11 Storm Water Pollution Prevention Plan

1. Site Description

The proposed 2019 Permeable Alley Project involves the construction of three permeable paver alleys. The construction shall include a combination of excavation and backfill in the alleys, P.C.C. installation, paver installation, new storm sewer with connections to new intakes, curb and gutter installation, and seeding.

Upon removal of pavement in any area, underground construction begins immediately, and construction proceeds continuously until that work section is re-opened to traffic. All areas included in the project are designed with positive drainage to the existing storm sewer system that eventually drains into a branch of the Dry Run Creek and then to the Cedar River.

The Project plan set has details that are incorporated as a part of the Storm Water Pollution Prevention Plan. The Project plan set shows the intended construction staging plan and details of the erosion control measures to be included in this project. No data is recorded regarding quality of runoff from the project area(s).

2. Erosion and Sediment Controls

Construction activities that disturb subgrade soils are shown in the construction staging plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of a designated staging plan. Sediment filters shall be installed on intake wells in sump locations and at the low point of each construction stage. Silt dams shall be installed at the low point of a construction stage where necessary to prevent silt from migrating off site. Sediment filters shall also be placed on finished intake openings until all designated areas are sodded or have been paved.

Stabilizing of all disturbed areas shall be by sodding or seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to Subcontractors as Contractor chooses.

All Contractors/Subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by their operations or encountered in their work. All waste building material and supplies must be removed from the site and disposed of legally. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids and dispose of legally.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by any construction activities.

Each and every Contractor shall be responsible to the owner to:

1. Execute Contractor's/Subcontractor's part of the Storm Water Pollution Prevention Plan as described.
2. Conduct Contractor's/Subcontractor's activities to not damage any existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs at no additional expense to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that are needed during and at the conclusion of the work.

3. Storm Water Management

Storm water will be routed by means of permeable pavement, subdrain, and storm sewer. Subdrain will be used to channel water from the subdrain to the existing main storm sewer pipes. The storm sewer pipes will range in size from 15 inch dia. up to 30

inch diameter. Longitudinal sub-drains will be included along the centerline or off center of the alleys. The sub-drains will tie into the storm sewer pipes. The aggregate storage layer will be hydraulically tied to the sub-drain aggregate envelope. The storm water collection system is designed for the five (5 yr.) year storm event in accordance with local design standards. Temporary sediment basins are not incorporated because of the limited area exposed in each stage of construction. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff volumes will not increase, and should decrease, as the final result of the permeable alley project. Storm water runoff shall be managed during construction to minimize erosion.

4. Storm Water Pollution Prevention Plan Reporting and Updates

The Owner or Owner's representative shall insure compliance with the Storm Water Pollution Prevention Plan and will perform regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. The Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractor's compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage system is observed, corrective action shall be taken. The Storm Water Pollution Prevention Plan will be revised and modifications shall be made to the control facilities as needed.

12 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2019 Permeable Alley Project No. ST-056-3149 in accordance with the 2019 edition of the SUDAS and as further amended by the City of Cedar Falls' 2019 Supplemental Specifications to the 2019 edition of the SUDAS, except as amended or supplemented as follows:

Item No. 19 – Storage Aggregate, 8”

Storage aggregate placed as shown or directed by the Engineer will be measured by square yards as placed.

Item No. 20 – Filter Aggregate, 4”

Stone aggregate placed as shown or directed by the Engineer will be measured by square yards as placed.

Item No. 21 – Permeable Interlocking Pavers, Clay Brick

Permeable clay brick pavers shall be computed in square feet by surface measurements.

Item No. 22 – PCC Edge Restraint, 6” Concrete Slab, 4’ Width

PCC edge restraint shall be computed in square yards by surface measurements.

Item No. 23 – PCC Edge Restraint, 6” Concrete Slab, 5’ Width

PCC edge restraint shall be computed in square yards by surface measurements.

Item No. 25 – Hydraulic Seeding (Type 1, Permanent Lawn Mixture)

Hydraulic seeding will be measured in square feet by surface measurements.

13 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the Form of Proposal in accordance with the 2019 edition of the SUDAS Specifications and as further amended by the City of Cedar Falls' 2019 Supplemental Specifications to the 2019 edition of the SUDAS.

DIVISION 4 SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2019 Permeable Alley Project in accordance with the 2019 Edition of the SUDAS and as further amended by the City of Cedar Falls' 2018 Supplemental Specifications to the most current edition of the SUDAS, except as amended or supplemented as follows:

Item No. 17 – Engineering Fabric

The contractor shall install geotextile fabric in the areas as noted in the construction plans and specifications. This material is to be used to separate the fines in the sub-base from the previous aggregate base. The Contractor shall use geotextiles that are in conformance with Iowa D.O.T. Specification 4196 using the "Subsurface Drainage Table". Materials IM 496.01 shall also apply for this bid item. Approved manufacturers and brand names are as listed in Materials IM 496.01, 5. Appendix A.

1. Contractor shall place geotextile fabric on the bottom and sides of the soil subgrade. Contractor shall secure the geotextile fabric in place to prevent wrinkling from vehicle tires and tracks on equipment.
2. Contractor shall over-lap the geotextile fabric a minimum of twelve (12") inches in the direction of drainage.
3. Contractor shall lay the geotextile fabric over the edges of the subgrade to prevent fines from washing into the pervious aggregate base.

Item No. 21 – Permeable Interlocking Pavers, Clay Brick

This bid item is for the furnishing and placement of permeable clay brick pavers. The paver source and color sample shall be provided to the Engineer for selection and approval prior to use, incidental to bid item. Pavers shall meet or exceed the requirements of ASTM standard C 1272; heavy vehicular paving brick. See the ASTM standard for additional requirements. Placement of the permeable pavers shall be as shown in the detail(s) in the construction documents. The permeable pavers shall be placed in a Herringbone pattern.

Contractor's placement of the permeable clay pavers shall be as follows:

- A. Where pavers are placed against a curb and gutter or other pavement, installation of an edge course or soldier course is required if the pavement edge is not straight. Trim pavers as required to compensate for deviations in the adjacent pavement edge. Do not cut pavers to less than 1/3 their original size.
- B. Install PCC edge restraint.
- C. Place chalk lines on the bedding course to maintain straight joint lines.

- D. After pavers have been installed on the bedding course, and all cut pavers have been inserted to provide a full and complete surface, inspect pavers for damaged units and irregular joint lines. Remove and replace pavers as required.
- E. After inspection and replacement of damaged pavers, fill joint openings with bedding stone. Sweep the surface clean.
- F. Compact pavement surface with two passes of a vibratory plate compactor capable of at least 5,000 pounds centrifugal compaction force. Do not operate plate compactor within 6 feet of an unrestrained pavement edge.
- G. Re-inspect pavers, and remove and replace all damaged units. Refill joint openings completely. Sweep pavers clean. Complete compaction with two passes of the plate compactor.
- H. Refill all paver joint openings with bedding aggregate 6 months after installation.

Quality control Standards shall be as followed:

- A. Ensure horizontal alignment of the PCC edge restraint is within 1/2 inch of design alignment.
- B. Ensure final surface is within 3/8 inch when tested with a 10 foot straightedge.
- C. Ensure no greater than 1/8 inch difference in height between adjacent pavers.
- D. Maintain surface elevation within 1/4 inch above adjacent drainage inlets, gutters, and other appurtenances.

Item No. 22 – PCC Edge Restraint, 6” Concrete Slab, 4’ Wide

Coarse aggregate for P.C.C. shall be Class 3 durability. Seal all expansion joints. Subgrade preparation, compaction, forming, concrete placement, finishing, curing, jointing, and joint sealing shall be considered incidental to the bid item. Concrete collar(s) around pavers shall be P.C.C., 6”, Class “C”.

Item No. 23 – PCC Edge Restraint, 6” Concrete Slab, 5’ Wide

Coarse aggregate for P.C.C. shall be Class 3 durability. Seal all expansion joints. Subgrade preparation, compaction, forming, concrete placement, finishing, curing, jointing, and joint sealing shall be considered incidental to the bid item. Concrete collar(s) around pavers shall be P.C.C., 6”, Class “C”.

Item No. 25 – Hydraulic Seeding (Type 1, Permanent Lawn Mixture)

The subgrade area shall be free of debris and rocks; and raked smooth before applying the hydraulic mulch/seed mix. The seed type shall be Type 1, permanent lawn mixture. The Contractor shall follow SUDAS Specification 9010.305 for the site preparation and the application procedure.

**2019 PERMEABLE ALLEY PROJECT
CITY PROJECT NO. ST-056-3149
PAVERS / P.C.C. PAVING / STORM SEWER
PRELIMINARY ESTIMATE OF COST & QUANTITIES**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	2010-1.08-A	CLEARING & GRUBBING	55.0	UNITS	\$300.00	\$16,500.00
2	2010-1.08-D	TOPSOIL, FURNISH & SPREAD	77.3	C.Y.	\$50.00	\$3,865.00
3	2010-1.08-E	EXCAVATION, CLASS 10, ROADWAY WASTE	711.3	C.Y.	\$18.00	\$12,803.40
4	4040-1.08-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	6.0	EACH	\$250.00	\$1,500.00
5	5020-1.08-E	VALVE EXTENSION	3.0	EACH	\$260.00	\$780.00
6	6010-1.08-H	REMOVE INTAKE	1.0	EACH	\$600.00	\$600.00
7	7010-1.08-A	PAVEMENT, P.C.C., 12' WIDTH, 6"	50.7	S.Y.	\$50.00	\$2,535.00
8	7010-1.08-E	CURB & GUTTER, P.C.C., 2.5' WIDE	158.5	L.F.	\$50.00	\$7,925.00
9	7030-1.08-A	REMOVAL OF DRIVEWAY	167.3	S.Y.	\$10.00	\$1,673.00
10	7030-1.08-A	REMOVAL OF SIDEWALK	73.3	S.Y.	\$10.00	\$733.00
11	7030-1.08-E	SIDEWALK, 6" P.C.C.	85.9	S.Y.	\$50.00	\$4,295.00
12	7030-1.08-H	DRIVEWAY, 6" P.C.C.	173.3	S.Y.	\$50.00	\$8,665.00
13	7030-1.08-H	DRIVEWAY, GRANULAR	35.4	S.Y.	\$35.00	\$1,239.00
14	7040-1.08-A	PATCH, FULL DEPTH, P.C.C. 'M' MIX	33.0	S.Y.	\$300.00	\$9,900.00
15	7040-1.08-I	REMOVAL OF CURB & GUTTER	158.5	L.F.	\$10.00	\$1,585.00
16	7080-1.08-B	ENGINEERING FABRIC	2,185.2	S.Y.	\$5.00	\$10,926.00
17	7080-1.08-C	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE S	1,087.0	L.F.	\$15.00	\$16,305.00
18	7080-1.08-D	STORAGE AGGREGATE, 8"	1,416.8	S.Y.	\$17.00	\$24,085.60
19	7080-1.08-E	FILTER AGGREGATE, 4"	1,416.8	S.Y.	\$12.00	\$17,001.60
20	7080-1.08-F	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	3,697.9	S.F.	\$12.00	\$44,374.80
21	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	447.1	S.Y.	\$50.00	\$22,355.00
22	7080-1.08-G	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 5' WIDE	502.5	S.Y.	\$50.00	\$25,125.00
23	8030-1.08-A	TRAFFIC CONTROL	1.0	L.S.	\$4,500.00	\$4,500.00
24	9010-1.08-B	HYDRAULIC SEEDING	4,170.2	S.F.	\$1.50	\$6,255.30
25	9040-1.08-F	WATTLE, STRAW, 9"	300.0	L.F.	\$5.00	\$1,500.00
26	9040-1.08-T	INLET PROTECTION DEVICE	3.0	EACH	\$220.00	\$660.00
27	9040-1.08-T	INLET PROTECTION DEVICE, MAINTENANCE	3.0	EACH	\$115.00	\$345.00
28	CF DETAIL	INTAKE, SINGLE FLAT	1.0	EACH	\$3,200.00	\$3,200.00

PRELIMINARY ESTIMATE OF COST TOTAL: \$251,231.70



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, Planning & Community Services Manager
DATE: March 27, 2019
SUBJECT: Public Hearing for Text Amendments to Section 29-160, CHN College Hill Neighborhood Overlay Zoning District (modified ordinance)

REQUEST: Zoning Ordinance Amendments
Section 26-181 (formerly 29-160), CHN College Hill Neighborhood Overlay Zoning District

PETITIONER: Department of Community Development

LOCATION: College Hill Neighborhood Overlay Zoning District

PROPOSAL

At the Planning and Zoning Commission meeting on January 9, 2019, the Commission voted to recommend certain zoning code text amendments to the College Hill Neighborhood Overlay Zoning District. In summary, the zoning code text amendments forwarded to City Council for consideration would:

- Eliminate the confusing language about principal, accessory and secondary uses with regard to mixed-use buildings that made it difficult to determine which dimensional and parking standards applied;
- Add a definition of a mixed-use building and distinguish it from the definition of a residential building;
- Clearly state the parking requirements for the uses within a mixed-use building, as follows:
 - No parking required for non-residential uses. For dwelling units within mixed-use buildings, one parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use.
- Change the parking requirement for Multiple Dwellings to match the proposed parking requirement for residential dwelling units within a mixed-use building;
- Establish minimum and maximum setbacks for mixed-use buildings to ensure a mainstreet character as envisioned for the College Hill Business District.

- Establish building design standards for mixed-use buildings that address safe and prominent building entries, quality storefront design, and standards for high quality building materials and building articulation to match what is required for multiple dwellings within the College Hill Overlay.
- Clarify and clean-up the language for terms used for different types of dwellings to match Section 26-2 (formerly 29-2), Definitions.

At the Council meeting on March 4, 2019, the City Council voted to refer the proposed ordinance back to the Planning and Zoning Commission for modifications so that the change to the parking requirements would only apply in the C-3 District. To effect this change, staff has created two separate paragraphs, one specifying the parking requirement for dwelling units within Mixed-Use Buildings in the C-3 District and one for dwelling units within Mixed-Use Buildings in zones other than the C-3 District. It should be noted that in the College Hill Neighborhood Overlay District, the only zones that allow mixed-use buildings are the C-3 and R-4 Districts.

In addition, to achieve the modification requested by Council, the current parking requirement for multiple dwellings will not be changed to mirror the new standard for dwelling units in a mixed-use building, but will remain the same. Multiple dwelling buildings are allowed in the R-3 and R-4 Zoning Districts and are discouraged in the C-3 District. With these modifications, the changes to the parking requirements in the College Hill Neighborhood Overlay District would only apply to mixed-use buildings in the C-3 District. Parking requirements for mixed-use buildings and for other uses in other zoning districts within the Overlay would remain the same.

At their meeting on March 13, 2019, the Planning and Zoning Commission reviewed and recommended approval of the proposed ordinance changes including the modifications requested by the City Council on March 4, 2019.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the ordinance amending Section 26-181 (formerly 29-160), College Hill Neighborhood Overlay Zoning District with modifications requested by the City Council and recommended by the Planning and Zoning Commission.

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING SECTION 26-181 (FORMERLY 29-160), CHN, COLLEGE HILL NEIGHBORHOOD OVERLAY ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26 (FORMERLY 29), ZONING OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA (Case # TA19-001)

WHEREAS, it is the purpose of the College Hill Neighborhood Overlay Zoning District to regulate development and land uses within the College Hill Neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety, and strengthens commercial enterprise; and

WHEREAS, these amendments add a definition of “mixed-use building” and establish standards for said mixed-use buildings, including parking requirements and building design standards to encourage new development and revitalization of the College Hill business district and areas immediately adjacent to the University of Northern Iowa campus; and

WHEREAS, these amendments delete ambiguous language from the College Hill Overlay Zoning District standards that have created uncertainty in the market and in the community regarding parking requirements for upper floor residential dwelling units within mixed-use buildings;

WHEREAS, these amendments provide consistency between the parking requirements for mixed-use buildings in the C-3 (College Hill Business District) and multiple dwelling buildings in the R-3 and R-4 Zoning Districts located within the College Hill Overlay District;

WHEREAS, the Planning and Zoning Commission has reviewed the proposed changes to the ordinance and recommends approval; and now, therefore:

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

A. Section 26-181, CHN, College Hill Neighborhood Overlay Zoning District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning is hereby repealed in its entirety and the following Section 26-181, is enacted in lieu thereof, as follows:

Sec. 26-181. CHN College Hill Neighborhood Overlay Zoning District.

In the College Hill Neighborhood Overlay Zoning District, the following provisions, regulations and restrictions shall apply:

- (1) *Boundaries.* The College Hill Neighborhood Overlay Zoning District (CHN district) boundaries are shown in the College Hill neighborhood master plan and legally described in attachment A. (Said attachment is not set out at length herein but is on file in the office of the city planner.)
- (2) *Purpose and intent.*
 - a. The purpose of the College Hill Neighborhood Overlay Zoning District is to regulate development and land uses within the College Hill neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. New structures, including certain types of fences, certain modifications to existing structures and certain site improvements and site maintenance shall conform to this section.
 - b. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern unless otherwise expressly provided in this section.
- (3) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bedroom means a room unit intended for sleeping purposes containing at least 70 square feet of floor space for each occupant. Neither closets nor any part of a room where the ceiling height is less than five feet shall be considered when computing floor area.

Change in use means and include residential uses changed from single-unit to two-unit or two-unit to multi-unit or to any increase in residential intensity within a structure (i.e., change from duplex to fraternity house). The term "change in use" shall also apply to changes in use classifications (i.e., residential to commercial).

Fraternity/sorority means residential facilities provided for college students and sponsored by university affiliated student associations. Such facilities may contain individual or common sleeping areas and bathroom facilities but shall provide common kitchen, dining, and lounging areas. Such facilities may contain more than one unit.

Greenway means open landscaped area maintained for floodplain protection, stormwater management and public access. Such area may contain pedestrian walkways or bicycle pathways but is not intended for regular or seasonal usage by motorized recreational vehicles.

Landscaped area means an area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.

Lot split, property transfer means not a subdivision plat where a new lot is being created; includes any transfer of small segments of property or premises between two abutting properties, whether commonly owned or owned by separate parties, where one property (the "sending property") is dedicating or deeding additional land to another abutting property (the "receiving property").

Mixed-Use Building means a building designed for occupancy by a minimum of two different uses. Uses generating visitor or customer traffic (such as retail, restaurants, personal services) are typically located on the ground floor facing the street, whereas uses generating limited pedestrian activity (such as office or residential uses) are typically located on upper floors or behind street-fronting commercial uses.

Neighborhood character. The College Hill neighborhood area is one of the city's oldest and most densely populated neighborhoods. As the University of Northern Iowa has grown the original single-unit residential neighborhood surrounding the campus area has been transformed into a mixture of single-unit, duplex and multiple unit dwelling units along with a few institutional uses and other university-related uses such as fraternities and sorority houses. These various uses are contained in a variety of underlying zoning districts (i.e., R-2, R-3, R-4 Residential and C-3 Commercial Districts). Architectural styles vary significantly among existing building structures while differing land uses and building types are permitted in different zoning districts. When references are made in this article to preservation of neighborhood character, uniformity of building scale, size, bulk and unusual or widely varying appearance are of primary concern regardless of the nature of the proposed building use.

New construction, including significant improvements to existing structures, shall be of a character that respects and complements existing neighborhood development. The following variables or criteria shall be used in determining whether a newly proposed construction or building renovation is in keeping with the character of the neighborhood:

1. Overall bulk/size of the building;
2. Overall height of the building;
3. Number of proposed dwelling units in comparison to surrounding properties;
4. Lot density (lot area divided by number of dwelling units);
5. Off-street parking provision;
6. Architectural compatibility with surrounding buildings.

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

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

Parking space (also parking stall) means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Premises means a lot, plot or parcel of land including all structures thereon.

Residential Building: Any building that is designed and/or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

Residential conversion means the alteration or modification of a residential structure that will result in an increase in the number of rooming units or dwelling units within the residential structure. The addition or creation of additional rooms within an existing rooming unit or dwelling unit does not constitute a residential conversion.

Structural alteration means any alteration, exterior or interior that alters the exterior dimension of the structure. This provision shall apply to residential, commercial and institutional uses including churches or religious institutions.

Substantial improvement means any new construction within the district or any renovation of an existing structure, including the following:

1. Any increase in floor area or increased external dimension of a residential or commercial structure. Additional bedrooms proposed in an existing duplex or multi-unit residence shall be considered a

substantial improvement. Bedroom additions to single-unit residences shall not be considered to be a substantial improvement.

2. Any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors. Repair or replacement of existing windows or doors which does not result in any change in the size, number or location of said windows and doors shall not be considered to be a substantial improvement.
3. Any structural alteration that increases the number of bedrooms or dwelling units. Interior room additions, including bedroom additions, may be made to single-unit residential structures without requiring additional on-site parking.
4. All facade improvements, changes, alterations, modifications or replacement of existing facade materials on residential or commercial structures. Routine repair and replacement of existing siding materials with the same or similar siding materials on existing structures shall be exempt from these regulations.
5. Any new, modified or replacement awnings, signs or similar projections over public sidewalk areas.
6. Any increase or decrease in existing building height and/or alteration of existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change or affect the appearance, shape or configuration of the existing roof shall not be considered a substantial improvement.
7. Any construction of a detached accessory structure measuring more than 300 square feet in base floor area for a residential or commercial principal use.
8. Any increase in area of any existing parking area or parking lot or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls.
9. Any proposed property boundary fence, which utilizes unusual fencing materials such as stones, concrete blocks, logs, steel beams or similar types of atypical or unusual fence materials. Standard chainlink fences, wooden or vinyl privacy fences shall be exempt from these provisions.
10. Demolition and removal of an entire residential, commercial or institutional structure on a property shall not be considered a substantial improvement.

(4) *Administrative review.*

- a. *Applicability.* The provisions of this section shall constitute the requirements for all premises and properties that lie within the boundaries of the College Hill neighborhood overlay zoning district. This section and the requirements stated herein shall apply to all new construction, change in use, structural alterations, substantial improvements or site improvements including:
 1. Any substantial improvement to any residential, commercial or institutional structure, including churches.
 2. Any new construction, change in use, residential conversion or structural alteration, as defined herein, for any structure.
 3. Any new building structure including single-unit residences.
- b. *Emergency repairs.* In the case of emergency repairs required as the result of unanticipated building or facade damages due to events such as fire, vandalism, flooding or weather-related damages, site plan review by the planning and zoning commission and the city council will not be required for completion of said emergency repairs, provided that the extent of damages and cost of said repairs are less than 50 percent of the value of the structure. However, said emergency repairs along with cost estimates related to the extent of building structural damages shall be verified by the city planner in conjunction with the city building inspector. Said emergency repairs, to the extent possible, shall repair and re-establish the original appearance of the structure. In the event that said emergency repairs result in dramatic alteration of the exterior appearance of the structure as determined by the city planner, the owner of the property shall make permanent repairs or renovations that re-establish the original appearance of the

structure with respect to facade features, window and door sizes, locations and appearances of said windows and doors within six months following completion of said emergency repairs. Said emergency repairs shall not alter the number, size or configuration of pre-existing rooms, bedrooms or dwelling units within the structure.

- c. *Submittal requirements.* Applicants for any new construction, change in use, structural alteration, facade alteration, residential conversion, substantial improvement, parking lot construction or building enlargement shall submit to the city planning division an application accompanied by such additional information and documentation as shall be deemed appropriate by the city planner in order for the planning division to properly review the application. The required application for any project may include one or more of the following elements depending upon the nature of the application proposal. Some applications will require submittal of more information than other types of applications. The city planner will advise the applicant which of these items need to be submitted with each application with the goal of providing sufficient information so that decision makers can make an informed decision on each application.
1. Written description of building proposal, whether a new structure, facade improvement, parking lot improvement, building addition, etc. The name and address of the property owner and property developer (if different) must be provided;
 2. Building floor plans;
 3. Building materials;
 4. Dimensions of existing and proposed exterior building "footprint";
 5. Facade details/exterior rendering of the structure being modified, description of proposed building design elements including, but not limited to, building height, roof design, number and location of doors and windows and other typical facade details;
 6. Property boundaries, existing and proposed building setbacks;
 7. Parking lot location, setbacks, parking stall locations and dimensions along with parking lot screening details;
 8. Lot area and lot width measurements with explanation if any portion of an adjacent lot or property is being transferred to the property under consideration;
 9. Open green space areas and proposed landscaping details with schedule for planting new landscaping materials;
 10. Trash dumpster/trash disposal areas;
 11. Stormwater detention/management plans.

Following submittal of the appropriate application materials as determined by the city planner, said application materials shall be reviewed by the city planning and zoning commission and the city council to determine if the submittal meets all chapter requirements and conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture. The commission may recommend and the city council may approve the application as submitted, may deny the application, or may require the applicant to modify, alter, adjust or amend the application as deemed necessary to the end that it preserves the intent and purpose of this section to promote the public health, safety and general welfare.

(5) *District requirements and criteria for review.*

- a. Minimum on-site parking requirements. The following standards shall apply in the College Hill Neighborhood Overlay District and shall govern if different from the requirements listed in Section 26-220, Off-street parking spaces.
1. Single-unit Dwelling: Two parking stalls per dwelling.
 2. *Single-unit Dwelling, renter-occupied:* Two parking stalls per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.

3. Two-unit Dwelling: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
 4. Multiple Dwelling: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
 5. Non-residential uses in the C-3 District: No parking required.
 6. Dwelling units within Mixed-Use Buildings in the C-3 District: One parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use.
 7. Dwelling units within Mixed-Use Buildings in zones other than the C-3 District: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
 8. Boardinghouse/roominghouse: Five stalls plus one stall for every guest room in excess of four guest rooms.
 9. Fraternity/sorority: Five parking stalls plus one stall for every two residents in excess of four residents.
 10. Where fractional spaces result, the number required shall be the next higher whole number.
 11. Bicycle accommodations: All new multi-unit residential facilities are encouraged to provide for the establishment of bicycle racks of a size appropriate for the anticipated residential occupancy of the facility. A general suggested bike parking standard is two bike stalls per residential unit. For commercial projects, if lot area is available, bike racks are encouraged to be installed in conjunction with the commercial project.
- b. Parking lot standards.
1. All newly constructed or expanded parking lots (three or more parking stalls) shall be hard surfaced with concrete or asphalt, provided with a continuous curb, be set back a minimum five feet from adjacent property lines or public right-of-way with the exception of alleyways, in which case a three foot permeable setback will be required, and otherwise conform to all parking guidelines as specified in this section and in section 26-220. Alternative parking lot surfaces may be considered to the extent that such surfaces provide adequate stormwater absorption rates, subject to city engineering review and approval, while providing an acceptable surface material and finished appearance. Gravel or crushed asphalt parking lots will not be permitted. However, other types of ecologically sensitive parking lot designs will be encouraged and evaluated on a case-by-case basis.
 2. Landscaping in parking lots shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
 - (i) Peripheral landscaping. All parking lots containing three or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 25 lineal feet of such landscaping barrier or fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a three-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least three-feet in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at the time of installation as measured from the grade of the

finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.

- (ii) Exceptions.
 - A. Peripheral landscaping shall not be required for single-unit or two-unit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three or more parking stalls is established in the rear yard of a two-unit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.
 - B. Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple unit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.
 - C. Underground or under-building parking lots.
 - D. Aboveground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
 - (iii) Internal landscaping. All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one overstory tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the proposed paved area of the interior of the parking lot shall be provided as open space, excluding the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
 - (iv) Exceptions. Internal landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
 - (v) Parking garages or parking ramps. All such facilities where one or more levels are established for parking either below ground or above ground and where structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.
 - (vi) Open green space; landscape areas. It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.
3. Parking stalls must provide a minimum separation of four feet from the exterior walls of any principal structure on the property as measured from the vehicle (including vehicular overhang) to the nearest wall of the structure. No vehicular parking stall shall be so oriented or positioned as to block or obstruct any point of egress from a structure, including doorways or egress windows.
 4. No portion of required front or side yards in any residential (R) zoning district shall be used for the establishment of any parking space, parking area, or parking lot, except for those driveways serving a single- or two-unit residence. For all other uses, a single driveway no more than 18 feet in

width may be established across the required front and side yards, provided that side yard driveway setbacks are observed, as an access to designated rear yard parking areas, unless said lot is dedicated entirely to a parking lot, in which case a wider driveway access will be allowed across the required yard area to access said parking lot.

5. When a driveway or access off a public street no longer serves its original purpose as access to a garage or parking lot due to redevelopment of the property or is replaced with an alternative parking lot or parking arrangement with an alternate route of access, the original driveway access shall be re-curbed by the owner at the owner's expense and the parking/ driveway area shall be returned to open green space with grass plantings or other similar landscaping materials.
6. Routine maintenance of existing parking areas and parking lots, including resurfacing of said areas with similar materials or with hard surfacing will be permitted without requiring review by the planning and zoning commission and city council, provided that no increase in area of said existing parking area or parking lot, or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls, occurs. Any newly paved or hard surfaced parking lot, excluding those existing hard surface parking lots that are merely being resurfaced, must satisfy minimum required setbacks from the property line or alley and must provide a continuous curb around the perimeter of said improved parking lot. Hard surfacing of any existing unpaved parking area or parking lot will require an evaluation by the city engineering division regarding increased stormwater runoff/possible stormwater detention.

c. Stormwater drainage.

1. Stormwater detention requirements as outlined in section 24-338 and in section 26-94 shall apply to all newly developed parking lots and new building uses. In addition, said requirements shall apply to any existing parking lot that is resurfaced, reconstructed or enlarged subject to review by the city engineer. In those cases where no municipal storm sewer is readily available to serve a particular property or development site, the use of the property will be limited. The maximum allowable use that shall be permitted on any particular property or development site which is not served by a municipal storm sewer shall be limited to the following uses in Residential zoning districts: a parking lot; a single-unit residence; a two-unit residence; or a multi-unit residence. Provided, however, that the applicant shall be required to submit calculations, which shall be subject to review and approval by the city engineering division, that verify that the total impervious surface area on the particular property or development site that will exist immediately following completion of the proposed new development shall be no greater than the total impervious surface area on the particular property or development site that existed immediately prior to the proposed new development.
2. Soil erosion control. At the time of new site development, including parking lot construction, soil erosion control measures must be installed on the site in conformance with city engineering standards. Said soil erosion measures must be maintained until the site is stabilized to the satisfaction of the city engineering division.

d. Open space/landscaping requirements.

1. Principal permitted uses within the district shall provide minimum building setbacks as required in the zoning chapter. With the exception of construction periods said required front and side setback areas (required yards) shall be maintained with natural vegetative materials and shall not be obstructed with any temporary or permanent structure, on site vehicular parking including trailers or recreational vehicles, nor disturbed by excavations, holes, pits or established recreational areas that produce bare spots in the natural vegetation.
2. Driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas.
3. All newly constructed office or institutional buildings in the R-3 or R-4 districts and all newly constructed single unit dwelling, two-unit dwelling, or multiple dwelling in residential or commercial

districts shall provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site under consideration for the proposed residential development or improvement. Landscaping shall consist of any combination of trees and shrubbery, subject to review and approval by the planning and zoning commission and the city council. In addition to these requirements, parking lot plantings and/or screening must be provided as specified herein. Plantings must be established within one year following issuance of a building permit. This provision shall not apply to commercial or mixed-use buildings established in the C-3 Commercial District.

4. Measured compliance. The following landscaping point schedule applies to required landscaping in all zoning districts within the College Hill neighborhood overlay district with the exception of commercial uses in the C-3 Commercial District, and shall be used in determining achieved points for required plantings. The points are to be assigned to plant sizes at time of planting/installation.

<i>Overstory Trees:</i>	
4-inch caliper or greater	100 points
3-inch caliper to 4-inch caliper	90 points
2-inch caliper to 3-inch caliper	80 points
1-inch caliper to 2-inch caliper	60 points
<i>Understory Trees:</i>	
2-inch caliper or greater	40 points
1½-inch caliper to 2-inch caliper	30 points
1-inch to 1½-inch caliper	20 points
<i>Shrubs:</i>	
5-gallon or greater	10 points
2-gallon to 5-gallon	5 points
<i>Conifers:</i>	
10-foot height or greater	100 points
8-foot to 10-foot height	90 points
6-foot to 8-foot height	80 points
5-foot to 6-foot height	40 points
4-foot to 5-foot height	30 points
3-foot to 4-foot height	20 points

e. Fences/retaining walls.

1. Fences shall be permitted on properties in accordance with the height and location requirements outlined in section 26-93. Zoning/land use permits shall be required for fences erected within the district.

2. Any existing fence or freestanding wall that is, in the judgment of the building inspector, structurally unsound and a hazard to adjoining property shall be removed upon the order of the building inspector.
 3. Retaining walls may be installed on property as a measure to control soil erosion or stormwater drainage. However, said retaining walls shall be permitted only after review and approval by the city engineer.
- f. Detached accessory structures. All newly constructed detached accessory structures or expansions of existing detached accessory structures exceeding 300 square feet in base floor area proposed to be situated on residential or commercial properties shall be subject to review and approval by the planning and zoning commission and city council. Maximum allowable building height, size and location requirements for accessory structures as specified in section 26-126 shall apply. In addition to those standards, proposed detached accessory structures or expanded structures larger than 300 square feet in area shall be designed in such a manner as to be consistent with the architectural style of the principal residential or commercial structure on the property. Similar building materials, colors, roof lines, roof pitch and roofing materials shall be established on the accessory structure to match as closely as possible those elements on the principal structure. In addition, vertical steel siding along with "metal pole barn" type construction shall not be allowed.
 - g. No existing single-unit residential structure in the R-2 district shall be converted or otherwise structurally altered in a manner that will result in the creation or potential establishment of a second dwelling unit within the structure.
 - h. No duplex (two-unit) or multiple dwelling shall add dwelling units or bedrooms to any dwelling unit without satisfying minimum on-site parking requirements. If additional parking spaces are required, the entire parking area must satisfy parking lot development standards as specified herein.
 - i. No portion of an existing parcel of land or lot or plot shall be split, subdivided or transferred to another abutting lot or parcel for any purpose without prior review and approval by the city planning and zoning commission and the city council. Land cannot be transferred or split from one lot or property to be transferred to another for purposes of benefiting the receiving property while diminishing the minimum required lot area, lot width or building or parking lot setback area of the sending property. Such lot transfer or split shall not create a nonconforming lot by virtue of reduction of minimum required lot area, lot width or reduction of minimum required building or parking lot setbacks. Said lot transfer or split shall not affect any existing nonconforming property by further reducing any existing nonconforming element of the lot or property including lot area, lot width or building or parking lot setbacks in order to benefit another abutting property for development purposes. This provision shall not apply to those instances where separate lots or properties are being assembled for purposes of new building construction where existing structures on the assembled lots will be removed in order to accommodate new building construction.
 - j. Site plan revisions/amendments. All changes, modifications, revisions and amendments made to development site plans that are deemed to be major or substantial by the city planner shall be resubmitted to the planning and zoning commission in the same manner as originally required in this section. Examples of major or substantial changes shall include, but are not limited to, changes in building location, building size, property size, parking arrangements, enlarged or modified parking lots, open green space or landscaping modifications, setback areas or changes in building design elements.
 - k.
 1. Trash dumpster/trash disposal areas must be clearly marked and established on all site plans associated with new development or redevelopment projects. No required parking area or required parking stalls shall be encumbered by a trash disposal area.
 2. Large commercial refuse dumpsters and recycling bins serving residential or commercial uses shall be located in areas of the property that are not readily visible from public streets. No such dumpster or bin shall be established within the public right-of-way. All dumpsters and bins shall be affixed with a solid lid covering and shall be screened for two purposes:
 - (i) Visual screening; and

- (ii) Containing dispersal of loose trash due to over-filling. Screening materials shall match or be complementary to the prevailing building materials.
- (6) *Design review.* Any new construction, building additions, facade renovations or structural alterations to commercial or residential structures, or substantial improvements to single-unit residences that, in the judgment of the city planner, substantially alters the exterior appearance or character of permitted structures shall require review and approval by the city planning and zoning commission and city council.
 - a. *Criteria for review.*
 - 1. Applications involving building design review. Neighborhood character, as herein defined, shall be considered in all.
 - 2. The architectural character, materials, textures of all buildings or building additions shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.
 - 3. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing features such as:
 - (i) Maintaining similar roof pitch.
 - (ii) Maintaining similar building height, building scale and building proportion.
 - (iii) Use of materials comparable and similar to other buildings on nearby properties in the immediate neighborhood.
 - 4. Mandated second entrances or fire escapes established above grade shall not extend into the required front yard area.
 - 5. Existing entrances and window openings on the front facades and side yard facades facing public streets shall be maintained in the same general location and at the same general scale as original openings or be consistent with neighboring properties.
 - 6. Projects involving structural improvements or facade renovations to existing structures must provide structural detail and ornamentation that is consistent with the underlying design of the original building.
 - 7. The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.
 - b. *Building entrances for multiple dwellings.* Main entrances should be clearly demarcated by one of the following:
 - 1. Covered porch or canopy.
 - 2. Pilaster and pediment.
 - 3. Other significant architectural treatment that emphasizes the main entrance. Simple "trim" around the doorway does not satisfy this requirement.
 - c. *Building scale for multiple dwellings.* Street facing walls that are greater than 50 feet in length shall be articulated with bays, projections or alternating recesses according to the following suggested guidelines:
 - 1. Bays and projections should be at least six feet in width and at least 16 inches, but not more than six feet in depth. Recesses should be at least six feet in width and have a depth of at least 16 inches.
 - 2. The bays, projections and recesses should have corresponding changes in roofline or, alternatively, should be distinguished by a corresponding change in some architectural elements of the building such as roof dormers, alternating exterior wall materials, a change in window patterns,

the addition of balconies, variation in the building or parapet height or variation in architectural details such as decorative banding, reveals or stone accents.

- d. *Building scale for commercial buildings and mixed-use buildings.* The width of the front façade of new commercial and mixed-use buildings shall be no more than 40 feet. Buildings may exceed this limitation if the horizontal plane of any street-facing façade of a building is broken into modules that give the appearance or illusion of smaller, individual buildings. Each module should satisfy the following suggested guidelines that give the appearance of separate, individual buildings:
1. Each module should be no greater than 30 feet and no less than ten feet in width and should be distinguished from adjacent modules by variation in the wall plane of at least 16 inches depth. For buildings three or more stories in height the width module may be increased to 40 feet.
 2. Each module should have a corresponding change in roof line for the purpose of separate architectural identity.
 3. Each module should be distinguished from the adjacent module by at least one of the following means:
 - (i) Variation in material colors, types, textures.
 - (ii) Variation in the building and/or parapet height.
 - (iii) Variation in the architectural details such as decorative banding, reveals, stones or tile accent.
 - (iv) Variation in window pattern.
 - (v) Variation in the use of balconies and recesses.
- e. *Balconies and exterior walkways, corridors and lifts serving multi-unit residences.*
1. Exterior stairways refer to stairways that lead to floors and dwelling units of a building above the first or ground level floor of a building. Exterior corridors refer to unenclosed corridors located above the first floor or ground level floor of a building. Balconies and exterior stairways, exterior corridors and exterior lifts must comply with the following:
 - (i) Materials must generally match or be complementary to the building materials utilized on that portion of a building where the exterior corridor or balcony is established.
 - (ii) Unpainted wooden materials are expressly prohibited.
 - (iii) Stained or painted wood materials may only be utilized if said material and coloration is guaranteed for long-term wear and the material is compatible with the principal building materials on that portion of the building where the exterior corridor is established.
 - (iv) The design of any balcony, exterior stairway, exterior lift or exterior corridor must utilize columns, piers, supports, walls and railings that are designed and constructed of materials that are similar or complementary to the design and materials used on that portion of the building where the feature is established.
 - (v) Exterior stairways, exterior lifts, corridors and balconies must be covered with a roof similar in design and materials to the roof over the rest of the structure. Said roof shall be incorporated into the overall roof design for the structure. Alternatively, such features (stairways, lifts, corridors or balconies) may be recessed into the façade of the building.
 - (vi) Exterior corridors may not be located on a street-facing wall of the building.
 2. Exterior fire egress stairways serving second floor or higher floors of multi-unit residences shall be allowed according to city requirements on existing buildings that otherwise are not able to reasonably satisfy city fire safety code requirements, provided the fire egress stairway or structure is not located on the front door wall of a building that faces a street. All such egress structures that are located on the front door wall of a building that faces a street, whether new or replacement of an existing egress structure, shall be subject to review by the commission and approval by the city council. Areas of review shall be general design, materials utilized and location of the proposed

egress structure. On corner lots, if a side street-facing mandated access is necessary and other options are unavailable, the side-street facing wall shall be used for this egress structure. In any case, fire egress stairways must utilize similar materials as outlined above; i.e., no unpainted wooden material shall be allowed.

f. *Building materials for multiple dwellings, commercial, and mixed-use buildings.*

1. For multiple unit dwellings, at least 30 percent of the exterior walls of the front facade level of a building must be constructed with a masonry finish such as fired brick, stone or similar material, not to include concrete blocks and undressed poured concrete. Masonry may include stucco or similar material when used in combination with other masonry finishes. The following trim elements shall be incorporated into the exterior design and construction of the building, with the following recommended dimensions to be evaluated on a case-by-case basis:
 - (i) Window and door trim that is not less than three inches wide.
 - (ii) Corner boards that are not less than three inches wide unless wood clapboards are used and mitered at the corners.
 - (iii) Frieze boards not less than five inches wide, located below the eaves.
2. For commercial and mixed-use buildings, street-facing facades shall be comprised of at least 30% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building. In the C-3 District, on street-facing facades, a minimum of 70% of the ground level floor between 2 and 10 feet in height above the adjacent ground level shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. Exceptions may be allowed for buildings on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade. The bottom of storefront windows shall be no more than 2 feet above the adjacent ground level, except along sloping sites, where this standard shall be met to the extent possible so that views into the interior of the store are maximized and blank walls are avoided.
3. Any portion of a building with a side street façade must be constructed using similar materials and similar proportions and design as the front facade.
4. Exposed, unpainted or unstained lumber materials are prohibited along any facade that faces a street-side lot line (i.e., public street frontage).
5. Where an exterior wall material changes along the horizontal plane of a building, the material change must occur on an inside corner of the building.
6. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least three additional feet.
7. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.

(7) *Commercial district.* The College Hill neighborhood commercial district is defined by the boundaries of the C-3 Commercial District. The district is made up primarily of commercial buildings and mixed-use buildings. However, some properties are occupied or may be occupied in the future by residential buildings. Residential buildings are to be discouraged due to the limited area available for commercial uses. Standards for residential buildings are set forth below. Dwelling units are permitted on upper floor(s) of mixed-use buildings, as set forth below. Certain uses are considered conditional uses or prohibited uses in the College Hill Neighborhood commercial district, as specified below.

- a. *Residential buildings.* Residential uses buildings are allowable within the district subject to planning and zoning commission and city council review and approval. In general, residential buildings are to be discouraged within the commercial district due to the limited area available for commercial establishments. In those cases where a residential building is permitted, it will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4 residential zoning district. In

addition, all other applicable requirements pertaining to substantial improvements or new construction of any residential building shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4 residential district.

- b. *Residential dwelling units within Mixed Use Buildings.* Residential dwelling units are allowed on upper floors of a mixed-use building. No residential dwelling unit may be established on the main floor or street level floor of a mixed-use building within the C-3 Commercial District. To provide safe access for residents of the building, there must be at least one main entrance on the street-facing façade of the building that provides pedestrian access to dwelling units within the building. Access to dwelling units must not be solely through a parking garage or from a rear or side entrance.
- c. *Additional Standards for mixed-use and non-residential buildings.* To foster active street frontages, non-residential and mixed-use buildings must be placed to the front and corner of lots, and set back a minimum of 0 feet and maximum of 15 feet from street-side lot lines. The ground floor floor-to-structural ceiling height shall be 14 feet minimum. Entries to individual ground floor tenant spaces and entries to common lobbies accessing upper floor space shall open directly onto public sidewalks or publicly-accessible outdoor plazas. Thresholds at building entries shall match the grade of the adjacent sidewalk or plaza area. Entries on street-facing facades shall be sheltered by awnings or canopies that project a minimum of four feet from the building façade and must be a minimum of 8 feet above the adjacent sidewalk.
- c. *Conditional uses.* The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:
 - 1. Printing or publishing facility;
 - 2. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
 - 3. Home supply business.
- d. *Prohibited uses.* In all cases the following uses will not be allowed within the C-3 Commercial District either as permitted or conditional uses:
 - 1. Lumber yards;
 - 2. Used or new auto sales lots and displays;
 - 3. Auto body shop;
 - 4. Storage warehouse or business;
 - 5. Mini-storage warehouse;
 - 6. Sheet metal shop;
 - 7. Outdoor storage yard;
 - 8. Billboard signs.
- e. *Signage.*
 - 1. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a freestanding pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of this zoning chapter, with the exception that excessively tall freestanding signs (i.e., 30 feet or more in height) shall not be allowed.

2. Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

INTRODUCED: _____ February 18, 2019

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Sec. 26-181. CHN College Hill Neighborhood Overlay Zoning District.

In the College Hill Neighborhood Overlay Zoning District, the following provisions, regulations and restrictions shall apply:

- (1) *Boundaries.* The College Hill Neighborhood Overlay Zoning District (CHN district) boundaries are shown in the College Hill neighborhood master plan and legally described in attachment A. (Said attachment is not set out at length herein but is on file in the office of the city planner.)
- (2) *Purpose and intent.*
 - a. The purpose of the College Hill Neighborhood Overlay Zoning District is to regulate development and land uses within the College Hill neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential and business districts in a manner that complements the University of Northern Iowa campus, promotes community vitality and safety and strengthens commercial enterprise. New structures, including certain types of fences, certain modifications to existing structures and certain site improvements and site maintenance shall conform to this section.
 - b. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In the case of conflict, the most restrictive provisions shall govern unless otherwise expressly provided in this section.
- (3) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bedroom means a room unit intended for sleeping purposes containing at least 70 square feet of floor space for each occupant. Neither closets nor any part of a room where the ceiling height is less than five feet shall be considered when computing floor area.

Change in use means and include residential uses changed from single-unit to two-unit or two-unit to multi-unit or to any increase in residential intensity within a structure (i.e., change from duplex to fraternity house). The term "change in use" shall also apply to changes in use classifications (i.e., residential to commercial).

Fraternity/sorority means residential facilities provided for college students and sponsored by university affiliated student associations. Such facilities may contain individual or common sleeping areas and bathroom facilities but shall provide common kitchen, dining, and lounging areas. Such facilities may contain more than one unit.

Greenway means open landscaped area maintained for floodplain protection, stormwater management and public access. Such area may contain pedestrian walkways or bicycle pathways but is not intended for regular or seasonal usage by motorized recreational vehicles.

Landscaped area means an area not subject to vehicular traffic, which consists of living landscape material including grass, trees and shrubbery.

Lot split, property transfer means not a subdivision plat where a new lot is being created; includes any transfer of small segments of property or premises between two abutting properties, whether commonly owned or owned by separate parties, where one property (the "sending property") is dedicating or deeding additional land to another abutting property (the "receiving property").

Mixed-Use Building means a building designed for occupancy by a minimum of two different uses. Uses generating visitor or customer traffic (such as retail, restaurants, personal services) are typically located on the ground floor facing the street, whereas uses generating limited pedestrian activity (such as office or residential uses) are typically located on upper floors or behind street-fronting commercial uses.

Neighborhood character. The College Hill neighborhood area is one of the city's oldest and most densely populated neighborhoods. As the University of Northern Iowa has grown the original single-unit residential neighborhood surrounding the campus area has been transformed into a mixture of single-unit, duplex and multiple unit dwelling units along with a few institutional uses and other university-related uses such as fraternities and sorority houses. These various uses are contained in a variety of underlying zoning districts (i.e., R-2, R-3, R-4 Residential and C-3 Commercial Districts). Architectural styles vary significantly among existing building structures while differing land uses and building types are permitted in different zoning districts. When references are made in this article to preservation of neighborhood character, uniformity of building scale, size, bulk and unusual or widely varying appearance are of primary concern regardless of the nature of the proposed building use.

New construction, including significant improvements to existing structures, shall be of a character that respects and complements existing neighborhood development. The following variables or criteria shall be used in determining whether a newly proposed construction or building renovation is in keeping with the character of the neighborhood:

1. Overall bulk/size of the building;
2. Overall height of the building;
3. Number of proposed dwelling units in comparison to surrounding properties;
4. Lot density (lot area divided by number of dwelling units);
5. Off-street parking provision;
6. Architectural compatibility with surrounding buildings.

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

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

Parking space (also parking stall) means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Premises means a lot, plot or parcel of land including all structures thereon.

Residential Building: Any building that is designed and/or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

Residential conversion means the alteration or modification of a residential structure that will result in an increase in the number of rooming units or dwelling units within the residential structure. The addition or creation of additional rooms within an existing rooming unit or dwelling unit does not constitute a residential conversion.

Structural alteration means any alteration, exterior or interior that alters the exterior dimension of the structure. This provision shall apply to residential, commercial and institutional uses including churches or religious institutions.

Substantial improvement means any new construction within the district or any renovation of an existing structure, including the following:

1. Any increase in floor area or increased external dimension of a residential or commercial structure. Additional bedrooms proposed in an existing duplex or multi-unit residence shall be considered a substantial improvement. Bedroom additions to single-unit residences shall not be considered to be a substantial improvement.

2. Any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors. Repair or replacement of existing windows or doors which does not result in any change in the size, number or location of said windows and doors shall not be considered to be a substantial improvement.
3. Any structural alteration that increases the number of bedrooms or dwelling units. Interior room additions, including bedroom additions, may be made to single-unit residential structures without requiring additional on-site parking.
4. All facade improvements, changes, alterations, modifications or replacement of existing facade materials on residential or commercial structures. Routine repair and replacement of existing siding materials with the same or similar siding materials on existing structures shall be exempt from these regulations.
5. Any new, modified or replacement awnings, signs or similar projections over public sidewalk areas.
6. Any increase or decrease in existing building height and/or alteration of existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change or affect the appearance, shape or configuration of the existing roof shall not be considered a substantial improvement.
7. Any construction of a detached accessory structure measuring more than 300 square feet in base floor area for a residential or commercial principal use.
8. Any increase in area of any existing parking area or parking lot or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls.
9. Any proposed property boundary fence, which utilizes unusual fencing materials such as stones, concrete blocks, logs, steel beams or similar types of atypical or unusual fence materials. Standard chainlink fences, wooden or vinyl privacy fences shall be exempt from these provisions.
10. Demolition and removal of an entire residential, commercial or institutional structure on a property shall not be considered a substantial improvement.

(4) *Administrative review.*

- a. *Applicability.* The provisions of this section shall constitute the requirements for all premises and properties that lie within the boundaries of the College Hill neighborhood overlay zoning district. This section and the requirements stated herein shall apply to all new construction, change in use, structural alterations, substantial improvements or site improvements including:
 1. Any substantial improvement to any residential, commercial or institutional structure, including churches.
 2. Any new construction, change in use, residential conversion or structural alteration, as defined herein, for any structure.
 3. Any new building structure including single-unit residences.
- b. *Emergency repairs.* In the case of emergency repairs required as the result of unanticipated building or facade damages due to events such as fire, vandalism, flooding or weather-related damages, site plan review by the planning and zoning commission and the city council will not be required for completion of said emergency repairs, provided that the extent of damages and cost of said repairs are less than 50 percent of the value of the structure. However, said emergency repairs along with cost estimates related to the extent of building structural damages shall be verified by the city planner in conjunction with the city building inspector. Said emergency repairs, to the extent possible, shall repair and re-establish the original appearance of the structure. In the event that said emergency repairs

result in dramatic alteration of the exterior appearance of the structure as determined by the city planner, the owner of the property shall make permanent repairs or renovations that re-establish the original appearance of the structure with respect to facade features, window and door sizes, locations and appearances of said windows and doors within six months following completion of said emergency repairs. Said emergency repairs shall not alter the number, size or configuration of pre-existing rooms, bedrooms or dwelling units within the structure.

- c. *Submittal requirements.* Applicants for any new construction, change in use, structural alteration, facade alteration, residential conversion, substantial improvement, parking lot construction or building enlargement shall submit to the city planning division an application accompanied by such additional information and documentation as shall be deemed appropriate by the city planner in order for the planning division to properly review the application. The required application for any project may include one or more of the following elements depending upon the nature of the application proposal. Some applications will require submittal of more information than other types of applications. The city planner will advise the applicant which of these items need to be submitted with each application with the goal of providing sufficient information so that decision makers can make an informed decision on each application.
1. Written description of building proposal, whether a new structure, facade improvement, parking lot improvement, building addition, etc. The name and address of the property owner and property developer (if different) must be provided;
 2. Building floor plans;
 3. Building materials;
 4. Dimensions of existing and proposed exterior building "footprint";
 5. Facade details/exterior rendering of the structure being modified, description of proposed building design elements including, but not limited to, building height, roof design, number and location of doors and windows and other typical facade details;
 6. Property boundaries, existing and proposed building setbacks;
 7. Parking lot location, setbacks, parking stall locations and dimensions along with parking lot screening details;
 8. Lot area and lot width measurements with explanation if any portion of an adjacent lot or property is being transferred to the property under consideration;
 9. Open green space areas and proposed landscaping details with schedule for planting new landscaping materials;
 10. Trash dumpster/trash disposal areas;
 11. Stormwater detention/management plans.

Following submittal of the appropriate application materials as determined by the city planner, said application materials shall be reviewed by the city planning and zoning commission and the city council to determine if the submittal meets all chapter requirements and conforms to the standards of the comprehensive plan, recognized principles of civic design, land use planning and landscape architecture. The commission may recommend and the city council may approve the application as submitted, may deny the application, or may require the applicant to modify, alter, adjust or amend the application as deemed necessary to the end that it preserves the intent and purpose of this section to promote the public health, safety and general welfare.

- (5) *District requirements and criteria for review.*
- a. Minimum on-site parking requirements. The following standards shall apply in the College Hill Neighborhood Overlay District and shall govern if different from the requirements listed in Section 26-220, Off-street parking spaces.

1. ~~Single-unit residence~~ Dwelling: Two parking stalls per ~~dwelling residence~~.
 2. Single-unit Dwelling, renter-occupied: Two parking stalls per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.
 3. ~~Two-unit residence~~ Dwelling: Two stalls per dwelling units plus one additional stall for each bedroom in each dwelling unit in excess of two bedrooms.
 4. ~~Multi-unit residence~~ Multiple Dwelling: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
 5. Non-residential uses in the C-3 District: No parking required.
 6. Dwelling units within Mixed-Use Buildings in the C-3 District: One parking stall per bedroom, but not less than one stall per dwelling unit, except as follows. For mixed-use buildings constructed prior to January 1, 2019, parking is not required for existing dwelling units. In addition, for mixed-use and commercial buildings constructed prior to January 1, 2019, parking is not required for upper floor space that is converted to residential use.
 7. Dwelling units within Mixed-Use Buildings in zones other than the C-3 District: Two stalls per dwelling unit plus one additional stall for each bedroom in excess of two bedrooms. One additional stall shall be provided for every five units in excess of five units for visitor parking.
 8. Boardinghouse/roominghouse: Five stalls plus one stall for every guest room in excess of four guest rooms.
 9. Fraternity/sorority: Five parking stalls plus one stall for every two residents in excess of four residents.
 10. Where fractional spaces result, the number required shall be the next higher whole number.
 11. Bicycle accommodations: All new multi-unit residential facilities are encouraged to provide for the establishment of bicycle racks of a size appropriate for the anticipated residential occupancy of the facility. A general suggested bike parking standard is two bike stalls per residential unit. For commercial projects, if lot area is available, bike racks are encouraged to be installed in conjunction with the commercial project.
- b. Parking lot standards.
1. All newly constructed or expanded parking lots (three or more parking stalls) shall be hard surfaced with concrete or asphalt, provided with a continuous curb, be set back a minimum five feet from adjacent property lines or public right-of-way with the exception of alleyways, in which case a three foot permeable setback will be required, and otherwise conform to all parking guidelines as specified in this section and in section 26-220. Alternative parking lot surfaces may be considered to the extent that such surfaces provide adequate stormwater absorption rates, subject to city engineering review and approval, while providing an acceptable surface material and finished appearance. Gravel or crushed asphalt parking lots will not be permitted. However, other types of ecologically sensitive parking lot designs will be encouraged and evaluated on a case-by-case basis.
 2. Landscaping in parking lots shall be classified as either internal or peripheral. The following coverage requirements shall pertain to each classification:
 - (i) Peripheral landscaping. All parking lots containing three or more parking spaces shall provide peripheral landscaping. Peripheral landscaping shall consist of a landscaped strip not less than five feet in width, exclusive of vehicular obstruction, and shall be located between the parking area and the abutting property lines. One tree for each 25 lineal feet of such landscaping barrier or

fractional part thereof shall be planted in the landscaping strip. At least one tree shall be planted for every parking lot (such as a three-stall parking lot) regardless of the lineal feet calculation. In addition to tree plantings, the perimeter of the parking lot shall be screened with shrubbery or similar plantings at least three-feet in height as measured from the finished grade of the parking lot at the time of planting for purposes of vehicular screening. The vegetative screen should present a continuous, effective visual screen adjacent to the parking lot for purposes of partially obscuring vehicles and also deflecting glare from headlights. If landscaped berms are utilized, the berm and vegetative screening must achieve at least a 3-foot tall screen at the time of installation as measured from the grade of the finished parking lot. Each such planting area shall be landscaped with grass, ground cover or other landscape material excluding paving, gravel, crushed asphalt or similar materials, in addition to the required trees, shrubbery, hedges or other planting material. Existing landscaping upon abutting property shall not be used to satisfy the requirements for said parking lot screening requirements unless the abutting land use is a parking lot.

- (ii) Exceptions.
 - A. Peripheral landscaping shall not be required for single-unit or two-unit residential structures where the primary parking area is designed around a standard front entrance driveway and/or attached or detached residential garage. However, if an open surface parking lot containing three or more parking stalls is established in the rear yard of a two-unit residential structure, the perimeter landscaping/screening requirements as specified herein shall apply.
 - B. Peripheral landscaping shall not be required for parking lots that are established behind building structures where the parking lots do not have any public street or alley frontage or is not adjacent to any open properties such as private yards, parks or similar open areas. Examples of such a parking lot would be one designed with a multiple unit apartment facility where the parking lot is encircled with building structures within the project site and where the parking lot is completely obscured from public view by building structures.
 - C. Underground or under-building parking lots.
 - D. Aboveground parking ramps shall provide perimeter screening as specified herein around the ground level perimeter of the parking structure.
- (iii) Internal landscaping. All parking lots measuring 21 parking stalls or more shall be required to landscape the interior of such parking lot. At least one overstory tree shall be established for every 21 parking stalls. Each tree shall be provided sufficient open planting area necessary to sustain full growth of the tree. Not less than five percent of the proposed paved area of the interior of the parking lot shall be provided as open space, excluding the tree planting areas. These additional open space areas must be planted with bushes, grasses or similar vegetative materials. Each separate open green space area shall contain a minimum of 40 square feet and shall have a minimum width dimension of a least five feet.
- (iv) Exceptions. Internal landscaping shall not be required for vehicular storage lots, trucking/warehousing lots or for automobile sales lots. However, perimeter landscaping/screening provisions, as specified herein, shall be required for all such parking areas when they are installed or enlarged in area.
- (v) Parking garages or parking ramps. All such facilities where one or more levels are established for parking either below ground or above ground and where

structural walls provide for general screening of parked vehicles, internal landscaping shall not be provided.

- (vi) Open green space; landscape areas. It is the intent of this regulation that in parking development sites open green space and landscape areas should be distributed throughout the parking development site rather than isolated in one area or around the perimeter of the parking lot. Trees and shrubs planted within parking areas shall be protected by concrete curbs and provide adequate permeable surface area to promote growth and full maturity of said vegetation.
 3. Parking stalls must provide a minimum separation of four feet from the exterior walls of any principal structure on the property as measured from the vehicle (including vehicular overhang) to the nearest wall of the structure. No vehicular parking stall shall be so oriented or positioned as to block or obstruct any point of egress from a structure, including doorways or egress windows.
 4. No portion of required front or side yards in any residential (R) zoning district shall be used for the establishment of any parking space, parking area, or parking lot, except for those driveways serving a single- or two-unit residence. For all other uses, a single driveway no more than 18 feet in width may be established across the required front and side yards, provided that side yard driveway setbacks are observed, as an access to designated rear yard parking areas, unless said lot is dedicated entirely to a parking lot, in which case a wider driveway access will be allowed across the required yard area to access said parking lot.
 5. When a driveway or access off a public street no longer serves its original purpose as access to a garage or parking lot due to redevelopment of the property or is replaced with an alternative parking lot or parking arrangement with an alternate route of access, the original driveway access shall be re-curbed by the owner at the owner's expense and the parking/ driveway area shall be returned to open green space with grass plantings or other similar landscaping materials.
 6. Routine maintenance of existing parking areas and parking lots, including resurfacing of said areas with similar materials or with hard surfacing will be permitted without requiring review by the planning and zoning commission and city council, provided that no increase in area of said existing parking area or parking lot, or any new construction of a parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls, occurs. Any newly paved or hard surfaced parking lot, excluding those existing hard surface parking lots that are merely being resurfaced, must satisfy minimum required setbacks from the property line or alley and must provide a continuous curb around the perimeter of said improved parking lot. Hard surfacing of any existing unpaved parking area or parking lot will require an evaluation by the city engineering division regarding increased stormwater runoff/possible stormwater detention.
- c. Stormwater drainage.
1. Stormwater detention requirements as outlined in section 24-338 and in section 26-94 shall apply to all newly developed parking lots and new building uses. In addition, said requirements shall apply to any existing parking lot that is resurfaced, reconstructed or enlarged subject to review by the city engineer. In those cases where no municipal storm sewer is readily available to serve a particular property or development site, the use of the property will be limited. The maximum allowable use that shall be permitted on any particular property or development site which is not served by a municipal storm sewer shall be limited to the following uses in Residential zoning districts: a parking lot; a single-unit residence; a two-unit residence; or a multi-unit residence. Provided, however, that the applicant shall be required to submit calculations, which shall be subject to review and approval by the city engineering division, that verify that

the total impervious surface area on the particular property or development site that will exist immediately following completion of the proposed new development shall be no greater than the total impervious surface area on the particular property or development site that existed immediately prior to the proposed new development.

2. Soil erosion control. At the time of new site development, including parking lot construction, soil erosion control measures must be installed on the site in conformance with city engineering standards. Said soil erosion measures must be maintained until the site is stabilized to the satisfaction of the city engineering division.
- d. Open space/landscaping requirements.
1. Principal permitted uses within the district shall provide minimum building setbacks as required in the zoning chapter. With the exception of construction periods said required front and side setback areas (required yards) shall be maintained with natural vegetative materials and shall not be obstructed with any temporary or permanent structure, on site vehicular parking including trailers or recreational vehicles, nor disturbed by excavations, holes, pits or established recreational areas that produce bare spots in the natural vegetation.
 2. Driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas.
 3. All newly constructed office or institutional buildings in the R-3 or R-4 districts and all newly constructed single unit dwelling, two-unit dwelling, or ~~multi-unit multiple dwelling residential structures~~ in residential or commercial districts shall provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site under consideration for the proposed residential development or improvement. Landscaping shall consist of any combination of trees and shrubbery, subject to review and approval by the planning and zoning commission and the city council. In addition to these requirements, parking lot plantings and/or screening must be provided as specified herein. Plantings must be established within one year following issuance of a building permit. This provision shall not apply to ~~commercial uses or commercial structures~~ commercial or mixed-use buildings established in the C-3 Commercial District.
 4. Measured compliance. The following landscaping point schedule applies to required landscaping in all zoning districts within the College Hill neighborhood overlay district with the exception of commercial uses in the C-3 Commercial District, and shall be used in determining achieved points for required plantings. The points are to be assigned to plant sizes at time of planting/installation.

<i>Overstory Trees:</i>	
4-inch caliper or greater	100 points
3-inch caliper to 4-inch caliper	90 points
2-inch caliper to 3-inch caliper	80 points
1-inch caliper to 2-inch caliper	60 points

<i>Understory Trees:</i>	
2-inch caliper or greater	40 points
1½-inch caliper to 2-inch caliper	30 points
1-inch to 1½-inch caliper	20 points
<i>Shrubs:</i>	
5-gallon or greater	10 points
2-gallon to 5-gallon	5 points
<i>Conifers:</i>	
10-foot height or greater	100 points
8-foot to 10-foot height	90 points
6-foot to 8-foot height	80 points
5-foot to 6-foot height	40 points
4-foot to 5-foot height	30 points
3-foot to 4-foot height	20 points

- e. Fences/retaining walls.
 - 1. Fences shall be permitted on properties in accordance with the height and location requirements outlined in section 26-93. Zoning/land use permits shall be required for fences erected within the district.
 - 2. Any existing fence or freestanding wall that is, in the judgment of the building inspector, structurally unsound and a hazard to adjoining property shall be removed upon the order of the building inspector.
 - 3. Retaining walls may be installed on property as a measure to control soil erosion or stormwater drainage. However, said retaining walls shall be permitted only after review and approval by the city engineer.
- f. Detached accessory structures. All newly constructed detached accessory structures or expansions of existing detached accessory structures exceeding 300 square feet in base

floor area proposed to be situated on residential or commercial properties shall be subject to review and approval by the planning and zoning commission and city council. Maximum allowable building height, size and location requirements for accessory structures as specified in section 26-126 shall apply. In addition to those standards, proposed detached accessory structures or expanded structures larger than 300 square feet in area shall be designed in such a manner as to be consistent with the architectural style of the principal residential or commercial structure on the property. Similar building materials, colors, roof lines, roof pitch and roofing materials shall be established on the accessory structure to match as closely as possible those elements on the principal structure. In addition, vertical steel siding along with "metal pole barn" type construction shall not be allowed.

- g. No existing single-unit residential structure in the R-2 district shall be converted or otherwise structurally altered in a manner that will result in the creation or potential establishment of a second dwelling unit within the structure.
 - h. No duplex (two-unit) or ~~multi-unit~~ multiple dwelling shall add dwelling units or bedrooms to any dwelling unit without satisfying minimum on-site parking requirements. If additional parking spaces are required, the entire parking area must satisfy parking lot development standards as specified herein.
 - i. No portion of an existing parcel of land or lot or plot shall be split, subdivided or transferred to another abutting lot or parcel for any purpose without prior review and approval by the city planning and zoning commission and the city council. Land cannot be transferred or split from one lot or property to be transferred to another for purposes of benefiting the receiving property while diminishing the minimum required lot area, lot width or building or parking lot setback area of the sending property. Such lot transfer or split shall not create a nonconforming lot by virtue of reduction of minimum required lot area, lot width or reduction of minimum required building or parking lot setbacks. Said lot transfer or split shall not affect any existing nonconforming property by further reducing any existing nonconforming element of the lot or property including lot area, lot width or building or parking lot setbacks in order to benefit another abutting property for development purposes. This provision shall not apply to those instances where separate lots or properties are being assembled for purposes of new building construction where existing structures on the assembled lots will be removed in order to accommodate new building construction.
 - j. Site plan revisions/amendments. All changes, modifications, revisions and amendments made to development site plans that are deemed to be major or substantial by the city planner shall be resubmitted to the planning and zoning commission in the same manner as originally required in this section. Examples of major or substantial changes shall include, but are not limited to, changes in building location, building size, property size, parking arrangements, enlarged or modified parking lots, open green space or landscaping modifications, setback areas or changes in building design elements.
 - k.
 - 1. Trash dumpster/trash disposal areas must be clearly marked and established on all site plans associated with new development or redevelopment projects. No required parking area or required parking stalls shall be encumbered by a trash disposal area.
 - 2. Large commercial refuse dumpsters and recycling bins serving residential or commercial uses shall be located in areas of the property that are not readily visible from public streets. No such dumpster or bin shall be established within the public right-of-way. All dumpsters and bins shall be affixed with a solid lid covering and shall be screened for two purposes:
 - (i) Visual screening; and
 - (ii) Containing dispersal of loose trash due to over-filling. Screening materials shall match or be complementary to the prevailing building materials.
- (6) *Design review.* Any new construction, building additions, facade renovations or structural alterations to commercial or residential structures, or substantial improvements to single-unit

residences that, in the judgment of the city planner, substantially alters the exterior appearance or character of permitted structures shall require review and approval by the city planning and zoning commission and city council.

a. *Criteria for review.*

1. Applications involving building design review. Neighborhood character, as herein defined, shall be considered in all.
2. The architectural character, materials, textures of all buildings or building additions shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.
3. Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing features such as:
 - (i) Maintaining similar roof pitch.
 - (ii) Maintaining similar building height, building scale and building proportion.
 - (iii) Use of materials comparable and similar to other buildings on nearby properties in the immediate neighborhood.
4. Mandated second entrances or fire escapes established above grade shall not extend into the required front yard area.
5. Existing entrances and window openings on the front facades and side yard facades facing public streets shall be maintained in the same general location and at the same general scale as original openings or be consistent with neighboring properties.
6. Projects involving structural improvements or facade renovations to existing structures must provide structural detail and ornamentation that is consistent with the underlying design of the original building.
7. The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.

b. *Building entrances for ~~multi-unit residential~~ multiple dwellings.* Main entrances should be clearly demarcated by one of the following:

1. Covered porch or canopy.
2. Pilaster and pediment.
3. Other significant architectural treatment that emphasizes the main entrance. Simple "trim" around the doorway does not satisfy this requirement.

c. *Building scale for ~~multi-unit residential~~ multiple dwellings.* Street facing walls that are greater than 50 feet in length shall be articulated with bays, projections or alternating recesses according to the following suggested guidelines:

1. Bays and projections should be at least six feet in width and at least 16 inches, but not more than six feet in depth. Recesses should be at least six feet in width and have a depth of at least 16 inches.
2. The bays, projections and recesses should have corresponding changes in roofline or, alternatively, should be distinguished by a corresponding change in some architectural elements of the building such as roof dormers, alternating exterior wall materials, a change in window patterns, the addition of balconies, variation in the

building or parapet height or variation in architectural details such as decorative banding, reveals or stone accents.

- d. *Building scale for commercial buildings and mixed-use buildings.* The width of the front façade of new commercial and mixed-use buildings shall be no more than 40 feet. Buildings may exceed this limitation if the horizontal plane of any street-facing façade of a building is broken into modules that give the appearance or illusion of smaller, individual buildings. Each module should satisfy the following suggested guidelines that give the appearance of separate, individual buildings:
1. Each module should be no greater than 30 feet and no less than ten feet in width and should be distinguished from adjacent modules by variation in the wall plane of at least 16 inches depth. For buildings three or more stories in height the width module may be increased to 40 feet.
 2. Each module should have a corresponding change in roof line for the purpose of separate architectural identity.
 3. Each module should be distinguished from the adjacent module by at least one of the following means:
 - (i) Variation in material colors, types, textures.
 - (ii) Variation in the building and/or parapet height.
 - (iii) Variation in the architectural details such as decorative banding, reveals, stones or tile accent.
 - (iv) Variation in window pattern.
 - (v) Variation in the use of balconies and recesses.
- e. *Balconies and exterior walkways, corridors and lifts serving multi-unit residences.*
1. Exterior stairways refer to stairways that lead to floors and dwelling units of a building above the first or ground level floor of a building. Exterior corridors refer to unenclosed corridors located above the first floor or ground level floor of a building. Balconies and exterior stairways, exterior corridors and exterior lifts must comply with the following:
 - (i) Materials must generally match or be complementary to the building materials utilized on that portion of a building where the exterior corridor or balcony is established.
 - (ii) Unpainted wooden materials are expressly prohibited.
 - (iii) Stained or painted wood materials may only be utilized if said material and coloration is guaranteed for long-term wear and the material is compatible with the principal building materials on that portion of the building where the exterior corridor is established.
 - (iv) The design of any balcony, exterior stairway, exterior lift or exterior corridor must utilize columns, piers, supports, walls and railings that are designed and constructed of materials that are similar or complementary to the design and materials used on that portion of the building where the feature is established.
 - (v) Exterior stairways, exterior lifts, corridors and balconies must be covered with a roof similar in design and materials to the roof over the rest of the structure. Said roof shall be incorporated into the overall roof design for the structure. Alternatively, such features (stairways, lifts, corridors or balconies) may be recessed into the façade of the building.
 - (vi) Exterior corridors may not be located on a street-facing wall of the building.

2. Exterior fire egress stairways serving second floor or higher floors of multi-unit residences shall be allowed according to city requirements on existing buildings that otherwise are not able to reasonably satisfy city fire safety code requirements, provided the fire egress stairway or structure is not located on the front door wall of a building that faces a street. All such egress structures that are located on the front door wall of a building that faces a street, whether new or replacement of an existing egress structure, shall be subject to review by the commission and approval by the city council. Areas of review shall be general design, materials utilized and location of the proposed egress structure. On corner lots, if a side street-facing mandated access is necessary and other options are unavailable, the side-street facing wall shall be used for this egress structure. In any case, fire egress stairways must utilize similar materials as outlined above; i.e., no unpainted wooden material shall be allowed.
- f. Building materials for ~~multi-unit residential~~ multiple dwellings, commercial, and mixed-use buildings.
1. For multiple ~~unit~~ dwellings, at least 30 percent of the exterior walls of the front facade level of a building must be constructed with a masonry finish such as fired brick, stone or similar material, not to include concrete blocks and undressed poured concrete. Masonry may include stucco or similar material when used in combination with other masonry finishes. The following trim elements shall be incorporated into the exterior design and construction of the building, with the following recommended dimensions to be evaluated on a case-by-case basis:
 - (i) Window and door trim that is not less than three inches wide.
 - (ii) Corner boards that are not less than three inches wide unless wood clapboards are used and mitered at the corners.
 - (iii) Frieze boards not less than five inches wide, located below the eaves.
 2. For commercial and mixed-use buildings, street-facing facades shall be comprised of at least 30% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building. In the C-3 District, on street-facing facades, a minimum of 70% of the ground level floor between 2 and 10 feet in height above the adjacent ground level shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. Exceptions may be allowed for buildings on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade. The bottom of storefront windows shall be no more than 2 feet above the adjacent ground level, except along sloping sites, where this standard shall be met to the extent possible so that views into the interior of the store are maximized and blank walls are avoided.
 3. Any portion of a building with a side street façade must be constructed using similar materials and similar proportions and design as the front facade.
 - ~~3. In those cases where the developer of the property chooses not to utilize at least 30 percent masonry finish as specified above, the developer shall be required to incorporate building scale specifications outlined in this subsection (6)(f)3, pertaining to articulation of bays, projections and recesses.~~
 4. Exposed, unpainted or unstained lumber materials are prohibited along any facade that faces a street-side lot line (i.e., public street frontage).
 5. Where an exterior wall material changes along the horizontal plane of a building, the material change must occur on an inside corner of the building.
 6. For buildings where the exterior wall material on the side of the building is a different material than what is used on the street facing or wall front, the street facing or wall front material must wrap around the corners to the alternate material side of the building at least three additional feet.

7. Where an exterior wall material changes along the vertical plane of the building, the materials must be separated by a horizontal band such as a belt course, soldier course, band board or other trim to provide a transition from one material to another.
- (7) *Commercial district.* The College Hill neighborhood commercial district is defined by the boundaries of the C-3 Commercial District. The district is made up primarily of commercial buildings and mixed-use buildings. ~~uses as the principal uses on individual properties.~~ However, some properties are occupied or may be occupied in the future by residential ~~uses~~ buildings that serve as the principal permitted use on individual properties. Residential ~~buildings uses established on individual properties as the principal use~~ are to be discouraged due to the limited area available for commercial uses. Standards for residential buildings are set forth below. Dwelling units are permitted on upper floor(s) of mixed-use buildings, as set forth below. Certain uses are considered conditional uses or prohibited uses in the College Hill Neighborhood commercial district, as specified below. In some cases residential uses may be contained within principal commercial uses and in such cases the residential uses are considered to be secondary or accessory uses to the principal commercial use on the property.
- a. ~~Principal-permitted Residential buildings uses.~~ Principal-permitted Residential uses buildings are allowable within the district subject ~~only~~ to planning and zoning commission and city council review and approval. In general, ~~principal permitted residential uses~~ residential buildings are to be discouraged ~~from being established~~ within the commercial district due to the limited area available for commercial establishments. In those cases where a residential use building is permitted and ~~said use serves as the principal use on an individual property, that residential use~~ it will be governed by minimum lot area, lot width and building setback requirements as specified in the R-4 residential zoning district. In addition, all other applicable requirements pertaining to substantial improvements or new construction of any ~~principal permitted residential use building~~ shall conform to the requirements of this section, including on-site parking, landscaping, and building setbacks, with no vehicular parking allowed in the required front and side yards, said required yards being those as defined within the R-4 residential district.
 - b. ~~Residential dwelling units within Mixed Use Buildings. Secondary or accessory residential uses.~~ Secondary or accessory residential uses to be established on the upper floors of principal permitted commercial uses are allowed. On-site parking will not be required for secondary, accessory residential uses. Residential dwelling units are allowed on upper floors of a mixed-use building. No accessory or secondary residential use dwelling unit may be established on the main floor or street level floor of a mixed-use building of any storefront or commercial shop front of a principal permitted commercial building structure within the C-3 Commercial District. Planning and zoning commission and city council review relating to the establishment of secondary or accessory residential uses shall not be required unless the property owner proposes to utilize any portion of the ground floor area of a commercial use on a property for residential purposes. To provide safe access for residents of the building, there must be at least one main entrance on the street-facing façade of the building that provides pedestrian access to dwelling units within the building. Access to dwelling units must not be solely through a parking garage or from a rear or side entrance.
 - c. Additional Standards for mixed-use and non-residential buildings. To foster active street frontages, non-residential and mixed-use buildings must be placed to the front and corner of lots, and set back a minimum of 0 feet and maximum of 15 feet from street-side lot lines. The ground floor floor-to-structural ceiling height shall be 14 feet minimum. Entries to individual ground floor tenant spaces and entries to common lobbies accessing upper floor space shall open directly onto public sidewalks or publicly-accessible outdoor plazas. Thresholds at building entries shall match the grade of the adjacent sidewalk or plaza area. Entries on street-facing facades shall be sheltered by awnings or canopies that project a minimum of four feet from the building façade and must be a minimum of 8 feet above the adjacent sidewalk.

- c. *Conditional uses.* The following uses may be allowed as a conditional use subject to review and approval by the planning and zoning commission and the city council. The proposed use must conform to the prevailing character of the district and such use shall not necessitate the use of outdoor storage areas. In addition such conditional uses must not generate excessive amounts of noise, odor, vibrations, or fumes, or generate excessive amounts of truck traffic. Examples of uses that may be allowed subject to approval of a conditional use permit are:
 - 1. Printing or publishing facility;
 - 2. Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises;
 - 3. Home supply business.
- d. *Prohibited uses.* In all cases the following uses will not be allowed within the C-3 Commercial District either as permitted or conditional uses:
 - 1. Lumber yards;
 - 2. Used or new auto sales lots and displays;
 - 3. Auto body shop;
 - 4. Storage warehouse or business;
 - 5. Mini-storage warehouse;
 - 6. Sheet metal shop;
 - 7. Outdoor storage yard;
 - 8. Billboard signs.
- e. *Signage.*
 - 1. Typical business signage shall be permitted without mandatory review by the planning and zoning commission and approval by the city council unless a proposed sign projects or extends over the public right-of-way, or a freestanding pole sign is proposed which is out of character with the prevailing height or size of similar signs, in which case planning and zoning commission review and approval by the city council shall be required. All signage within the district shall conform to the general requirements of this zoning chapter, with the exception that excessively tall freestanding signs (i.e., 30 feet or more in height) shall not be allowed.
 - 2. Exterior mural wall drawings, painted artwork and exterior painting of any structure within the commercial district shall be subject to review by the planning and zoning commission and approval by the city council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district.

(Ord. No. 2922, § 1(29-160), 5-7-2018)



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6882
collegehillpartnership@gmail.com
www.collegehillpartnership.org

2018-2019

Board of Directors

Kamyar Enshayan, President
Dave Deibler, Vice President
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11 March 2018

Members of the Planning and Zoning Commission

220 Clay Street
Cedar Falls, IA 50613

Dear Members of the Planning and Zoning Commission,

First off we would like to thank you for all the time and due diligence you have taken with these code amendments. The proposed Zoning Code Amendments are a great way to clarify the ambiguous language in the current code for the College Hill Overlay District. These code amendments provide clear guidance to City officials, the public, and developers alike.

We would encourage you to take these three points into consideration:

1. We urge you to support the additional amendments put forth to you by members of the City Council. We would like to see approval of these amendments to continue the vision of the City of Cedar Falls 2020 Plan and the College Hill Partnership vision to promote and revitalize the College Hill Business District into a thriving, walkable, commercial hub where neighbors, visitors, students, and citizens can enjoy our diverse district.
2. We request you do not hold up these code changes for the public parking study to be completed. It is important to remember this parking study is reviewing how public parking is currently being used and enforced. It will make suggestions regarding our public parking on the Hill. It is our understanding there will not be recommendations given by the experts on how city code for private developments should be written going forward.
3. Review current enforcement of the public parking on the Hill. It is our belief any concerns that have been voiced about the public parking on the Hill could be remedied or at least improved if the current enforcement of these lots was consistent.

Thank you for your dedication to issues such of this and for your time spent to support and serve the City of Cedar Falls.

Kamyar Enshayan, President

Kathryn Sogard, Executive Director



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: March 26, 2019
SUBJECT: Recodification Ordinance

On the agenda for the April 1, 2019 regular Council meeting are alternatives regarding the second reading of the of the ordinance approving the changes to the Cedar Falls Code of Ordinances through the process of recodification. One alternative is simply the second reading of the recodification ordinance. The second alternative is to suspend Council rules requiring that ordinances be considered at three separate council meetings followed by second and third readings of the recodification ordinance during the same meeting.

You will recall that Council members were provided with a Memorandum explaining the changes to the Code of Ordinances a few weeks prior to the first reading of the recodification ordinance and the recodification ordinance was passed unanimously by Council upon its first consideration on March 18, 2019.

I am requesting that Council rules be suspended and that the recodification ordinance be considered for final passage during the April 1, 2019 regular Council meeting for a number of reasons. First, many contracts entered into by the City cite to the Code of Ordinances, which is a challenge during this period of adoption. These contracts are developed over a period of time and some are time sensitive, so which version of the Code of Ordinances is to be cited in these contracts is problematic. Also, there are ordinance changes not specifically related to recodification that also cite to the Code of Ordinances, which makes adoption of these other ordinance changes problematic. If the wrong code version is cited, depending upon the timing of adoption of these other ordinances and final passage of recodification, the process for adoption of these other ordinances would need to start over. We are also working on reorganization ordinance changes and the sooner the new Code is adopted, the better for that project, which we hope to have in place by the end of this fiscal year.

Any motion to suspend Council's rules for passage of an ordinance must pass by a three-fourths vote of all Council members (i.e. 6 aye votes). If a motion to suspend is passed then the vote on the recodification ordinance would proceed with a simple majority required for passage.

Thank you for your consideration.

ORDINANCE NO. 2937

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF CEDAR FALLS, IOWA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. The Code entitled "Code of Ordinances, City of Cedar Falls, Iowa," published by Municipal Code Corporation, consisting of chapters 1 through 26, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before June 18, 2018, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine of not less than \$65.00, but not in excess of \$625.00, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after June 18, 2018 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

INTRODUCED: _____ March 18, 2019

PASSED 1ST CONSIDERATION: _____ March 18, 2019

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2938

AN ORDINANCE REPEALING SECTION 29-107,
DISTRICT BOUNDARIES OF DIVISION I GENERALLY
OF ARTICLE III DISTRICT AND DISTRICT
REGULATIONS OF CHAPTER TWENTY-NINE (29)
ZONING, OF THE CODE OF ORDINANCES, OF THE
COTY OF CEDAR FALLS, IOWA, AND RE-ENACTING
SAID SECTION 29-107 OF SAID ORDINANCE, AS
AMENDED, SO AS TO APPLY AND INCLUDE TO THE
CHANGE IN THE ZONING MAP OF THE CITY OF
CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE

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

A PARCEL IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'32" 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°00'06" EAST, 33.00 FEET ALONG SAID WEST EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE NORTH 89°49'32" EAST, 795.34 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°48'01" EAST, 410.89 FEET; THENCE NORTH 89°49'48" EAST, 813.81 FEET; THENCE SOUTH 00°02'24" EAST, 898.69

FEET, ALL ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 50°48'28" WEST, 1,057.40 FEET; THENCE SOUTH 01°16'33" WEST, 145.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT; THENCE SOUTH 89°47'16" WEST, 1,252.41 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°00'06" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.345 ACRES, SUBJECT TO EASEMENTS OF RECORD.

And

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

WHEREAS, the said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), 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:

A PARCEL IN LOT 2 OF ROBINSON'S MINOR PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE NORTH 89°49'32" 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°00'06" EAST, 33.00 FEET ALONG SAID WEST EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE NORTH 89°49'32" EAST, 795.34 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°48'01" EAST, 410.89 FEET; THENCE NORTH 89°49'48" EAST, 813.81 FEET; THENCE SOUTH 00°02'24" EAST, 898.69 FEET, ALL ALONG THE EASTERLY LINE OF SAID LOT 2; THENCE NORTH 50°48'28" WEST, 1,057.40 FEET; THENCE SOUTH 01°16'33" WEST, 145.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT; THENCE SOUTH 89°47'16" WEST, 1,252.41 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE

NORTHWEST QUARTER OF SAID SECTION AS SHOWN ON SAID MINOR PLAT TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°00'06" WEST, 1,291.49 FEET TO THE POINT OF BEGINNING;

CONTAINING 42.345 ACRES, SUBJECT TO EASEMENTS OF RECORD.

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

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

Section 3. That said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), 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: _____ March 18, 2019

PASSED 1ST CONSIDERATION: _____ March 18, 2019

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

On Thu, Mar 28, 2019 at 1:03 PM Jayme Neiman Renfro wrote:

Good afternoon,

I am sincerely sorry for my absence recently. I have had a series of issues taking up my time and attention. The Arts and Culture Board deserves someone who can be more present. As much as I have loved being part of the organization, I regretfully submit this letter in resignation.

Thank you for your understanding.

Jayme

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

March 18, 2019

The Committee of the Whole met in the Council Chambers at 5:55 p.m. on March 18, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Daryl Kruse, Mark Miller, and David Wieland. Rob Green was absent. Staff members attended from all City Departments. Tom Nelson with the *Waterloo Courier* also attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Pavement Management. Chase Schrage Principal Engineer reviewed the Pavement Management Program. He stated these projects will be funded from Local Option Sales Tax. He explained there are some streets which will have full-depth reconstruction, some will be restored and others will have an overlay/seal coat process done. Mr. Schrage explained engineering staff reviews the entire city and visually evaluates the roadways. They have completed this each year since 1991. He explained during the review they look at the complete streets and pedestrian/bike plan. He reviewed the streets which will be completed in 2020. Matt Tolan Civil Engineer II, reviewed the outlook for 2021 – 2023. He stated this is the tentative plan for now, and these roadways will be reviewed each year and could move up or down in the schedule as needed. Mayor Brown opened it up for discussion. Brian Heath Public Works Parks Manager stated due to the freeze thaw cycle, pot holes are prevalent. He explained they were out this past weekend to repair a few major ones and will complete more permanent repairs with a hot mix when the weather permits. Daryl Kruse motioned to approve the 2020-2023 Pavement Management Plan, seconded by Tom Blanford. The motion carried unanimously. Daryl Kruse motioned to proceed to final design on the 2020 projects, seconded by Susan deBuhr. The motion carried unanimously.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:29 p.m. The motion carried unanimously.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

March 27, 2019

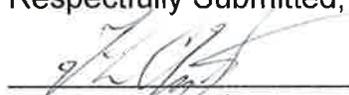
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Arborist. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Ryan Rieger	729		729
2	Andrew Helmers	647		647
3	Crager Cook	635		635

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Armbricht, Commissioner

Vacant 3-27-19

Orig: Jacque Danielsen, City Clerk

Cc: Mark Ripplinger, Director of Municipal Operations & Programs
Brian Heath, Public Works & Parks Manager
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

March 27, 2019

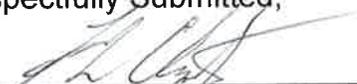
Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

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

Rank	Name	Combined Weighted Average Test Scores
1	Adam Burg	159
2	Cory Koger	145
3	James Dietz	140

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Ambrecht, Commissioner

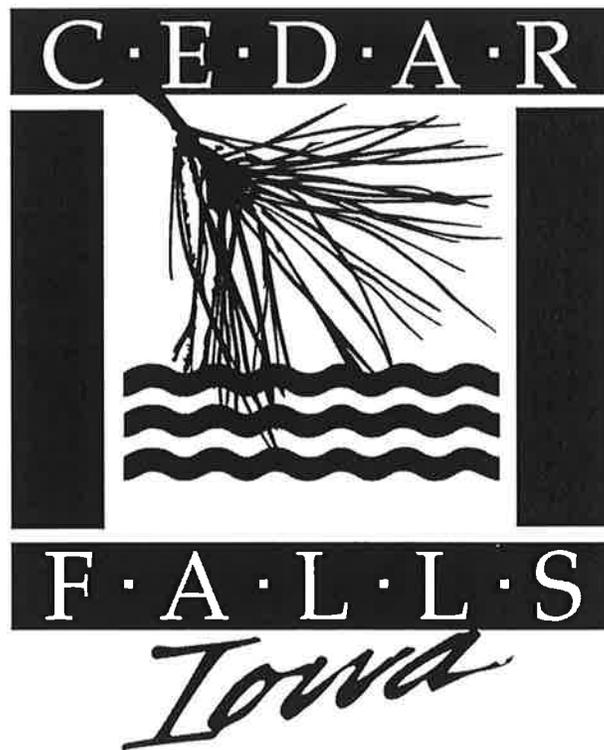
Vacant 3-27-19

Orig: Jacque Daniels, City Clerk

Cc: Mark Ripplinger, Director of Municipal Operations & Programs
Brian Heath, Public Works & Parks Manager
Civil Service Records

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



February 2019

FEBRUARY 2019 MONTHLY REPORTS
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**FINANCIAL SERVICES
FEBRUARY 2019**

Financial Reports

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

Cash Management

Property tax related revenues received to date in FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$98,409,500 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Deposit	0	\$0
PFMM Withdrawal	0	\$0
CD/Investment Interest		\$108,361.79

FY20 Budget

The proposed budget was presented to Council at the February 4th Council Committee meeting. The public hearing was held on February 18th. The final FY2020-2022 Financial Plan was approved by the City Council and the required state budget forms were filed with Black Hawk County and the Department of Management.

Outside agencies that were funded in the budget, were notified of their award amounts. FY20 contracts for the funding will be presented to Council over the next few months.

Inventory

The process for updating Inventory for all departments has started. On-site inventory checks with all departments will be performed in March and April.

Federal Grant Programs

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

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For February, 35 payroll checks and 689 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 123 invoices were mailed to customers.
7. 1,472 transactions for accounts payable were processed and approved by the City Council for payment and 503 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Bergan, KDV were here February 18th to perform an audit of the Foundation.
9. Continued to provide bookkeeping support for Sturgis Falls.

Civil Service Commission & Employment Related Activities

1. Follow-up and preparations took place for the January 30 and February 13 and 27 Commission meetings. Commissioner Frederick resigned effective with the January 13 meeting so recruitment continued.

2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Arborist, City Engineer, Civil Engineer I, Civil Engineer II, Code Enforcement Officer, Communications Specialist, Economic Development Coordinator, Equipment Operator, Firefighter, Library Director, Maintenance Worker, Principal Engineer, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., Public Works & Parks Supervisor, Senior Librarian/Youth Services, Video Production Assistant; PT positions: Community Service Officer, Library Assistant/Community Center Facility Assistant, Maintenance Worker, Police Reserve Officer & Paid On Call Police Reserve, Production Assistant I, and new seasonal position postings for the Community Development and Municipal Operations & Programs Departments.

Benefit & Compensation Activities

1. FY18 health and pharmacy claims and stop loss premiums were used to complete the City's annually required report for the Iowa Individual Reinsurance Association due in March.
2. An RFP for a new Benefits Consultant was completed and distributed to potential vendors. Proposals are due and will be reviewed during March.
3. The Seize the Zzzz Wellness Challenge was in progress the entirety of the month of February. Rewards will be distributed during March.
4. Health and Dental SPD Language was updated & clarified. New books were requested from Wellmark for distribution in March.

**Finance and Business Operations
Information Systems Division
Monthly Report February 2019**

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Installed Layar application on iPad for Hearst Center
 - Installed Centracs (vendor software) for Matt Lukehart's laptop
 - Installed Chrome, Optiview, Office, Adobe Reader and Flash, Java, Sophos, Past Perfect, and Windows updates on laptop (Matt L old traffic laptop) for Hearst Center
 - Installed Macro Recorder on my machine for testing – Duncan Solution RO file
 - AutoCAD was installed on the Building Official's PC.
 - Adobe Photoshop was installed on the Crime Lab officer's PC
 - CableTV Installed Chameleon IP for signal delivery to CFU.
 - Installed Spiceworks, our new Help desk ticket, inventory, and network analysis software to replace SysAid who asked for a \$1000 a year price increase. (Spiceworks is free)

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 52 TV mounts were purchased for the new Public Safety Building.
- Equipment installations included:
 - A desktop printer was installed in the Personnel Specialist's office
 - A new desktop was loaded and configured to host Spiceworks. This is a new Helpdesk, Inventory and Network analysis system.
 - A new Avigilon NVR system was installed in our server room for our new camera upgrades.
 - A covert camera was installed, in the field, to aid in a Police Investigation.
 - A WatchGuard body camera dock was installed in Investigations

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - A meeting was attended with Hawkeye Communications to discuss the need for College Hill and Parkade cameras.
 - Met with CFU to discuss additional lighting and cabling needs
 - Researched additional hardware needed to support cameras

- Scheduling Software for Public Safety Department
 - Attended webinar training for member database
 - Continued to work with our Aladtec vendor on the configuration of our Public Safety scheduling software.
 - Our portal has been initially configured and released to us
 - A conference call will be scheduled in early March with training officers.

- New Server at the Library
 - The library was assisted with adding an external static IP address, provided by CFU, to their router. This forwards traffic from this external IP address to their newly loaded server for printing from home.
 - Installed role on Library's Domain Controller – Dynamic Content Compression.
 - Installed SQL Server Management Studio 17.9.1 on the new server

- Replacement Phone System
 - Scored all vendor responses
 - Called references of all 6 RFPs we received
 - Invited the 2 with the highest scores in for a demo
 - Made a unanimous decision on which vendor would be chosen

- Mobile Application
 - Created new calendars for garbage day reminders
 - Investigated linking the Visitor and Tourism calendar with a civic plus calendar in order allow for push notifications.

- Graphic design projects for the month included:
 - Hearst Center: exhibit promo materials, miscellaneous posters, postcards, vinyl, spring brochure, billboard, miscellaneous printing
 - Tourism: print and digital ads, facility inserts for guide, miscellaneous printing
 - Other: website maintenance, mobile app assistance, business cards, misc. printing and trimming, kiosk poster, TV slides, Rec Center fliers and promo items, note pads, Our Cedar Falls logo, PSS recog. sign

- Assistance Activities:
 - Set up workstation for a new user at Public Works (shadowing Steve)
 - The Police Department was assisted with pulling video, for a burglary investigation, from both Precieux Arts and Jewelers and Happy's wine and spirits DVR's.
 - Commands were run on our AVAMAR backup system in order to export system assessment files to our AVAMAR vendor.
 - CFU was met with at the Falls Aquatic center in order to upgrade some of the network hardware that they provide for our connectivity.

- A Spiceworks GPO was created to put a desktop icon on all user desktops in to gain the ability to submit service requests.
- A line was added to our login script to uninstall Malwarebytes from end user PC's, at login.
- Completed the Quarterly PCI Vulnerability scan
- We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting, and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel.
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- A system restore was run on our WatchGuard video server in order to troubleshoot slow performance.
- Worked with IP Pathways and CFU to find a incorrect configuration on CFU's media convertor for the new Cable TV Production Van.
- IP Pathways was assisted with tracking down network loops down at the Rec Center. One of the found loops turned out to be an access point that was acting like a repeater between 2 network switches. We believe at this time all network issues have been resolved.
- Disk cleanup was run on a Rec Center front desk scanning PC because of performance problems.

Equipment Repair Activities

- A Police officers damaged body camera was replaced under warranty.

Channel 15 Programming Activities

- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings
 - One Special Meeting of Cedar Falls City Council
 - Two Committee of the Whole meetings
 - Two Planning & Zoning meetings
 - Two Cedar Falls School Board meetings

- Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
 - Regular production included:
 - Produced 2 City News shows
 - Produced 1 CF Boys Basketball games
 - Linn-Mar
 - Produced 2 CF Girls Basketball games
 - Western Dubuque
 - West Des Moines Dowling
 - Produced 1 Waterloo Warriors hockey game
 - Des Moines Oak Leafs
 - Produced 1 Arts Overlook
 - View Points exhibit
 - Produced 2 UNI Men's Basketball games for the Panther Sports Network
 - Missouri State
 - Illinois State
 - Produced 1 videos for Cedar Falls Public Safety
 - Firefighter One Certification
 - Aired 4 new Panther Sports Talk shows
 - Aired 4 new Fight for Iowa shows
 - Aired 4 new City News

* Had weather postponements for 5 CF Basketball games.

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

- Hydrant Clearing: Clear Hydrants of snow
- Firefighter One Certification Training
- Snow Ordinance Reminders
- Ice Harvest Festival Recap
- Hearst Exhibit: View Points
- Maple Syrup Festival Preview
- Cedar Falls Designated Bicycle Friendly Community Bronze
- Rec Center Indoor Park
- Pet Licenses
- Tourist Park: Winter Disc Golf Tournament

- Top four snowiest winters in history

Geographical Information Systems (GIS)

- Projects:
 - Preliminary Floodplain updates – provided additional data to IDNR prior to our 90-day review period
 - Met with staff and consulting team on master plan for Gibson Property and provided all data requested to consultants
 - Met with Public Works' AVL vendor to develop a solution to getting timely map updates
 - Met with Public Safety and Engineering staff to develop new lighting and camera plans for college hill and downtown
 - Updated GIS and LAMA databases with updated parcel information from Black Hawk County
 - Provided updated zoning layer to Black Hawk County as a follow-up from last April due to a discrepancy in their data
 - Provided legal descriptions for property being proposed for annexation along Viking and S Union roads
- Web & Database:
 - Updated all basemaps on web applications to reflect updates/changes
 - Updated sanitary sewer layer to correct a project from 1994
 - Converted CAD drawings for W 1st St, Prairie Winds 4th and Prairie West II
 - Converted all elevation model tiles in to contours for Engineering staff
 - Added all re-zoning cases to GIS that were available in the planning file cabinets
 - Updated all off-street parking areas for the college hill commercial area
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Data Requests:
 - Reviewed GPS files from Engineering on a culvert project for Dry Run Creek and fixed errors captured during field collection
 - Provided mailing lists for new preliminary flood plain notifications and for a downtown study area totaling over 2500 records
 - Provided Here.com with address points and road centerlines
 - Provided storm sewer data to Snyder for the Clay St drainage project
- Maps:
 - Provided 2 maps for Engineering to use in upcoming Currents
 - Provided a map for Engineering to discuss W 23rd St jurisdiction with UNI

- Provided a map with road construction project for 2019 for kiosk displays
- Provided a map to the Mayor to discuss property swap with Viking Pump
- Provided 2 maps of each Industrial Park to City Admin.
- Provided maps to Planning with private parking lot space counts for downtown parking study
- Provided maps of snow removal routes for Public Works
- Provided map of college hill overlay for council member
- Provided map of property acquisitions for W 1st St
- Provided maps for Public Safety of college hill and downtown for new lighting and camera projects
- Provided maps for LMI areas to Planning
- Provided 50 maps for V/T of city streets
- Provided maps for new addresses issued

Training and Staff Activities

- Attended Reasonable Suspicion Training
- GIS Analyst worked with GIS Intern to map platted easements and setbacks
- GIS Analyst checked GIS Intern's work for completeness and accuracy
- Manager attended Cedar Valley Leadership Institute
- Met with Dell EMC to discuss state of existing backup and restore system
- Met with Advanced Systems to discuss existing printers and additional needs for the new Public Safety building
- Met with Storm water specialist to create new inspections and permits in LAMA
- Met with Code enforcement to discuss creating a new letter for final disposition of junk vehicles

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

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

1. **Traffic Court:**

City Cases Filed: 148 (this number includes both City and State tickets)

Cases Set: 10

Trials Held: 6

2. **Code Enforcement:** Attention to status of service of notice for tobacco violation.
3. **Miscellaneous:** Attend initial pretrial conference for jury trial case; attention to continuance of case and change in setting to non-jury trial.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Advise on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Advise & Drafting—New farm lease form
- b) Review and Advise—additional Terracon consulting agreement

- c) Review and Advise—Buckeye Corrugated Development Agreement and attendant documents
- d) Draft—Sartori Hospital Lease amendment
- e) Draft temporary access agreement – W. 1st Street Alley contracts (Stair reconstruction)

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council meeting procedural issues

9. **MISCELLANEOUS:**

- a) Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Continued attention to property acquisitions; draft Deeds; condemnations—West 1st Street
- f) Drafting of updated responses--IPIB complaint
- g) Attention to MU zoning district amendments
- h) Additional work on Recodification
- i) Use of Public Facilities Presentation
- j) Draft Release for Chateau Estates sidewalk requirements
- k) Updated OSHA complaint response
- l) Redraft Library Co-Lab policies
- m) Attention to confidentiality agreements—out of state developers

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee met February 20, 2019. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance. Assist in preparation of Risk Management proposal to City Counsel to streamline process.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Review and process unemployment claims; unemployment hearings.
- h) Reasonable Suspicion training conducted for supervisory staff.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Set-up post-offer employment physicals, to include drug screens.
- f) Complete revisions to Personnel Policies, prepare employee copy.
- g) Processing Annual Fire Physicals with MercyOne Occupational Health and Wellness.

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

- a) Attended Human Rights Executive and Education Committee and Commission Meetings on February 18, 2019. Provided staff support.
- b) One case completed and forwarded to all involved parties and ICRC. Three cases being administratively closed. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.

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

Public Records Activity

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

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

City Council adopted thirty-one (31) resolutions during the month; staff drafted twenty-eight (28) of these resolutions.

Issued the following:

- 0 Business License
- 0 Sidewalk Café permits
- 161 Pet licenses
- 15 Annual "Paw Park" permits
- 6 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 107 Monthly Lot
- 0 Annual Lot
- 11 Annual Senior
- 2 Monthly Construction
- 1 Daily/Guest
- 0 Annual Dumpster

Processed (7) liquor licenses, (2) wine and (4) beer permits.

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

Satisfied (4) requests for public records and responded to (2) requests/concerns received thru the City's on-line Service Request feature.

Completed final preparations for submission of the recodified Code of Ordinances for City Council consideration.

Prepared 2018 annual perpetual care cemetery reports to file with the Iowa Insurance Division.

Drafted annual performance evaluations of public records and parking enforcement staff.

Participated in meetings regarding events held on city property.

Supervisory staff attended annual Reasonable Suspicion training.

Attended staff meetings to discuss inspection scheduling processes.

The unemployment rates for the month of January 2019 were 3.4% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa (ranking #1 among states with the lowest unemployment) and 4.0% in the U.S.

Document Imaging completed

- 18 – Employee performance evaluations.
- 6 – Employee documents/personnel files.
- 32 – Miscellaneous boards, commissions & committees meeting materials.
- 11 – City Council Resolutions (#21,398-21,408).
- 13 – City Council meeting files.
- 1 – Annual TIF report (FY15).
- 20 – TIF Certifications (FY02-FY15).
- 1 – Annual Financial Report (FY18).
- 22 – Planning geographic/project files.
- 13 – Inspection Services construction plans.

Parking Activity

Enforcement

- 520 – Parking citations issued.
- \$15,788.69 – Citations paid.

Collection Efforts

- \$ 505.00 – Collections from delinquent parking accounts.
- \$ 300.00 – Vehicle immobilizations (6 vehicles).

Participated in parking study committee meetings regarding the final report of the Downtown Parking Study which was presented to the City Council and approved at the February 18, 2019 Committee of the Whole meeting.

Attended meetings to discuss parking impact analysis of developments.

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

Library Activity

Usage Statistics	December 2018	January 2019	January 2018
Customer Count	15,362	16,624	16,837
Circulation	37,652	40,565	38,919
Ebooks, emagazines, and streamed videos	4,597	4,880	4,131
Downloaded music	1,561	1,526	1,719
Reference Service	1,801	1,924	2,234
Items Added	513	635	762
Event Attendance	889	1,297	1,245
Computer & Wi-fi Usage	2,806	2,847	3,913

Special events in February included the following:

- Puppet show by the youth department
- Teen nights: GoPro Hot Wheels and Harry Potter Escape Room
- Writers of the Cedar Valley
- World of Harry Potter, an all-ages immersive experience into the world of the books
- Beekeeping program presented by Master Beekeeper Ed St. John
- Reading Pals, a program for kindergarten through 3rd graders to improve their reading fluency by practicing reading to a dog with Cedar Valley Pet Pals.
- Youth book clubs for 3rd-4th graders, 5th-6th graders, and junior high school students.
- Teen Minecraft
- Harry Potter Tavern Trivia for adults, in collaboration with Second State Brewing
- Board game Saturday with the Friendly Meeple
- Friends book discussions

Special events were funded by the Friends of the Cedar Falls Public Library and the Cedar Falls Community Foundation, Robert and Shirley Berg Fund for use by the Library.

The Friends book discussions included *Carry On, Jeeves* by P.G. Wodehouse and *The Great Influenza: The Story of the Deadliest Pandemic in History* by John M. Barry.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted rentals for bridge, stamp club, and Entertainment at the Center and a paint-along class from the Hearst Center for the Arts.

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Construction Underway	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Preliminary Design	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	RFP for Consultant	\$6,000,000	Engineering Division
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
Clay Street Park Improvements	Storm Water	Preliminary Design	\$386,000	Engineering Division
2018 Permeable Alley	Storm Water	Final Out Remains	\$68,000	Engineering Division Bentons
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2018 Sidewalk Assessment	Sidewalk	Construction Underway	\$38,924	Engineering Division Feldman Concrete
2018 Public Sidewalk and Pedestrian Trail Improvement Project	Sidewalk/Trails	Construction Underway	\$122,878	Engineering Division Feldman Concrete
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Construction Underway	\$4,700,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved		Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property (Fleet Farm Store + Fleet Farm Gas Station)	Ridgeway Ave.	Approved	Under Review	Henry Property/Bayer Baker	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
422 Main St Driveway Relocation	422 Main Street	Approved	-----	Fehr Graham Engineering	Completed
Holiday Inn	7400 Hudson Road	Approved	Approved	Shive Hattery	Active
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in progress

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Preliminary Plat to Council	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Park Ridge Estates	New Subdivision	Under Review		Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

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

Feb-19

Total for Month \$2,129,922.00
 Total for Fiscal Year \$68,652,304.00
 Total Same Month - LAST YEAR \$2,854,726.00
 Total for Fiscal Year - LAST YEAR \$64,622,355.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	6	0	\$1,481,680.00	\$12,330.50	69	0	\$17,964,863.00	\$147,320.60
Multi-Family New Construction								
Res Additions and Alterations	33	0	\$398,420.00	\$7,000.50	673	0	\$6,723,711.00	\$116,744.00
Res Garages					41	0	\$592,825.00	\$10,131.00
Commercial/Industrial New Construction					9	0	\$31,565,400.00	\$158,534.75
Commercial/Industrial Additions and Alterations	7	0	\$249,822.00	\$3,008.25	78	0	\$11,675,238.00	\$82,819.62
Commercial/Industrial Garages					1	0	\$22,507.00	\$399.00
Churches					1	0	\$3,840.00	\$125.00
Institutional, Schools, Public, and Utility					5	0	\$103,920.00	\$0.00
Agricultural/Vacant								
Plan Review	5	0	\$0.00	\$1,749.00	58	0	\$0.00	\$141,362.25
Total	51	0	\$2,129,922.00	\$24,088.25	935	0	\$68,652,304.00	\$657,436.22

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

Feb-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	37	0	\$0.00	\$3,711.00	513	0	\$0.00	\$59,838.50
Mechanical	57	0	\$0.00	\$4,800.00	602	0	\$0.00	\$58,489.50
Plumbing	64	0	\$0.00	\$4,279.50	552	0	\$0.00	\$54,506.50
Refrigeration	1	0	\$0.00	\$194.00	4	0	\$0.00	\$684.00
Total	159			\$12,984.50	1671			\$173,518.50

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	7	0	\$0.00	\$600.00
Mechanical					7	0	\$0.00	\$750.00
Plumbing					4	0	\$0.00	\$450.00
Refrigeration								
Total	1			\$150.00	18			\$1,800.00

Building Totals	51	0	\$2,129,922.00	\$24,088.25	935	0	\$68,652,304.00	\$657,436.22
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Grand Total	211	0	\$2,129,922.00	\$37,222.75	2624	0	\$68,652,304.00	\$832,754.72
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**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
February 2019**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on February 13th and 27th. The following items were considered.

Applicant	Project	Request	Action Taken
NewAldaya Lifescapes	Land Use Map Amendment – SE Corner of Union Road and West 12th Street	Introduction and vote	Approved
NewAldaya Lifescapes	Rezoning – SE Corner of Union Road and West 12th Street	Introduction and vote	Approved
Panther Farms LLC	Greenhill Village Townhomes II Preliminary Plat	Introduction and vote	Approved
Panther Farms LLC	Greenhill Village Townhomes II Site Plan	Introduction and vote	Approved

Group Rental Committee – Held regular meetings on February 5th and 19th, 2019.

Mary and James Muller	2509 W. 4th Street	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of two (2) individuals aged 18 years or older subject to staff stipulations
Wes Geisler	1003 Olive Street	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations

Board of Rental Housing Appeals – No meeting in February.

Board of Adjustment – No meeting in February.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	2/13/19	Discussed ongoing Wild District project and next steps.
Housing Commission	02/12/19	Discussed Rehab Manual Amendments. Nominated Officers. Amended Bylaws. Approved Rehab Projects at 2923 Valley High Drive and 1104 Lantz Ave. Held Consolidated Plan Public Meeting. No comments received.
Community Main Street Design Committee	2/15/19	Reviewed submitted cases
Bicycle and Pedestrian Advisory Committee	2/5/19	2018 Annual Report, May bike month planning
Metropolitan Transportation Technical Committee	2/14/19	TAP selection process, bike share discussion, Northeast Access Study
MET Transit Board	2/28/19	Financial Audit, bus purchase and staff reports.
Wellness Committee	No meeting	
North Cedar Neighborhood Association	02/11/19	Staff did not attend due to snow storm
College Hill Partnership	2/11/19	Discussed changes to bylaws, board member recruitment. Also discussed economic development grant received from the City and will use additional money to hire someone to do clean-up service in the business district on the weekends. Discussed zoning code amendments for the CH overlay being considered by Council.

ECONOMIC DEVELOPMENT:

- City staff met with property owners adjacent to the 200 acre property recently acquired to expand the industrial park to discuss the possible annexation of their properties into the City and future development of the expanded industrial park.
- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.

PLANNING SERVICES:

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

Number of Rental Inquiries: 20

Types of Questions:

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

CODE ENFORCEMENT:

Number with Cases During Timeframe	19	
Incomplete Cases	7	37.0%
Completed Cases	12	63.0%
		100.0%

<u>Description of Issue</u>	<u>Amount</u>
Front and Side Yard Parking	0
Brush Piles/Vegetation	0
Garbage container at street curb	0
Items at the Street Curb	0
Junk/unlicensed vehicle	1
Illegal Storage of Trash/Materials on Property	0
Property/Building Maintenance	3
Sump Pump	2
Snow/Ice on Sidewalks	10
Rental Paving	0
Off premise Signs/Signs in the ROW	1
Animal control	0
Graffiti	1
Loud Party/Noise Disturbance	1
Total	19

Landlord Accountability Ordinance:

- 5 rental properties.
- 0 properties issued citations/points.

OTHER PROJECTS FOR FEBRUARY INCLUDED:

- Preliminary updated FIRM maps released by FEMA/DNR – staff is reviewing the preliminary maps for any corrections or appeals. Mailing was sent to all properties in the city that encroach into the floodplain. The mailing was for an Iowa DNR/FEMA open house on March 13th.

Citizen Contacts/Appointments: A total of 38 appointments were held and 113 citizen/client contacts were addressed.

- 9 Annual Recertification
- 9 Vouchers Issued
- 4 New Admission
- 11 Interim Income changes
- 0 Port In/Out
- 5 Other

HQS Inspections: 3 Inspections were completed (1 Bi-annual, 0 Re-inspections, 2 New)

End of Participation: 2 clients ended participation. (1-Noncompliance 1-Voluntary)

Hearings: None

Other: Staff attended the Iowa National Housing Redevelopment Association Board Meeting in Grimes Iowa.

**Amount of Vouchers HUD authorizes*

*** Lease up goal based on available funding*

Add A Dollar Report

There were 0 requests for utility assistance in February.

**DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION/SEWER DIVISION
MONTHLY REPORT - FEBRUARY 2019**

PLANT OPERATIONS

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

Power to the treatment plant was lost on February 14th for approximately two hours due to an incident related to levee improvements. CFU made quick repairs on the 14th and followed up with permanent repairs on the 15th. This resulted in a planned power loss to the plant. These incidents are useful in gauging our capabilities in responding to these types of issues, both in personnel and equipment. Fortunately our back-up generators performed as designed and no interruption in treatment occurred.

Issues with our alarm alert system were found on the 26th of February. Our alarm system monitors the treatment plant and lift station for problems and calls staff in when needed. Some after-hours staff time was required to monitor our major lift stations. Fortunately all repairs were completed on Friday March 1st, avoiding additional staff overtime on the weekend.

PROJECTS

Following a collapse in a sanitary line that is elevated in a ravine between Oak Park Boulevard and Minnetonka Drive, staff has been working with Snyder Engineering in preparing a Professional Services Agreement to design the permanent repairs. The estimated cost for this repair is \$375,000.

INDUSTRIAL PRETREATMENT

The annual Pretreatment Report was submitted to the Iowa DNR as required. Only one non-compliance violation was noted for 2018.

BIOSOLIDS

We cycled just 90,000 gallons of liquid biosolids out of the plant to local area farm fields in February. An additional 73,700 gallons were processed and dried for disposal later.

The annual Biosolids report was submitted to the IDNR and USEPA in February.

There were 3.5 tons of inorganic materials hauled to the landfill during February.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There was just one call concerning sanitary sewer problems in February. There were no issues in the City main.

There were two calls for problems at lift stations. We had a power loss at one station and an issue with pump control at another. Both issues were resolved before any backups occurred.

Crews cleaned approximately 2,000 feet of sanitary sewer lines. No televising of lines occurred in February. Both cleaning and televising are difficult jobs to do in cold weather. The snow and ice have an impact on our ability to access manholes as well.

Crews processed sixty requests to locate sewers in construction areas for the Iowa One Call system. Only fifteen (15) were pertinent and actually required a locate.

TRAINING AND PERSONNEL

All staff involved in work in traffic zones, such as televising and cleaning of sewer lines, attended an Iowa DOT Work Zone Safety workshop in February. This involves training on the rules and good practices on working safely in traffic zones.

**DEPARTMENT OF MUNICIPAL OPERATIONS AND PROGRAMS
PUBLIC WORKS/PARKS DIVISION
PARK/CEMETERY/GOLF SECTION
MONTHLY REPORT FOR FEBRUARY 2019**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Repair toilets at Gateway Park restroom.
- Painting plywood & siding for Place to Play Park.
- Prepped Tourist Park for annual disc golf tournament.
- Assisted Hearst Center with moving items to storage.
- Performed snow and ice control duties at city facilities after snow fall event.

ARBORIST

- Ash tree removals. (2 total)
- Trimming trees on Grand Blvd.
- Picking up down limbs around town.
- Snow removal operations were performed throughout the majority of the month.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals. (6 total)
- Painting garbage cans for cemeteries.
- Filled settling graves in all cemeteries.
- Snow removal operations were performed throughout the month.

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

FOR THE MONTH OF: February Year 2019

Interments:		
	Greenwood	<u>2</u>
	Fairview	<u>3</u>
	Hillside	<u> </u>
Disinterment:		
Spaces Sold:		
	Greenwood	<u>4</u>
	Fairview	<u>4</u>
	Hillside	<u> </u>
Services:		
	Cremations	<u>1</u>
	Saturday	<u> </u>
	Less than 8 hrs. notice	<u> </u>
	After 3:00p.m.	<u> </u>

Receipts:		
Prepetual Care	Greenwood	\$ 640.00
	Fairview	<u>\$ 640.00</u>
	Hillside	<u> </u>
		<u>\$ 1,280.00</u>
	Burial Permits	<u>\$ 3,900.00</u>
	Lot Sales	<u>\$ 5,120.00</u>
	Marker permits	<u>\$ -</u>
	Deed Transfers	<u>\$ -</u>
Total Receipts:		<u><u>\$10,300</u></u>

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR FEBRUARY 2019**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 544.00 tons of solid waste during the month of February. The 142 loads required 355.50 man-hours to complete, equating to 1.53 tons per man-hour. The automated units used 1,231.61 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.71 tons of solid waste during the month. The 4 loads required 32.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 34.91 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty (20) loads of refuse for the month. The containers totaled 21.60 tons and required 95.00 man-hours to complete. This operation yielded 0.23 tons per man-hour. The semi-automated collection totaled 25.24 tons and required 77.00 man-hours to complete. This operation yielded 0.33 tons per man-hour.

The total number of February container dumps was 620. Seventeen percent (17.42%) or 108 of these dumps, were for non-revenue bearing accounts.

The container route truck used 170.30 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 38 large item stops during the month and collected 2.04 tons. This required 30.00 man-hours to complete and equates to 0.07 tons per man-hour. Eleven (11) Appliances and Four (4) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

There was not any yard waste to collect this month.

There are currently 7,779 yard waste accounts throughout the city.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 63 loads of solid waste to the Black Hawk County Landfill totaling 818.03 tons.

The Transfer Station accepted 224.44 tons of commercial and residential solid waste this month.

116 appliances, 109 tires, 51 television sets, and 12 computer monitors were received at the Transfer Station for the month.

One (1) Tree Tag was purchased this month.

The Transfer Station's trucks used a total of 460.27 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 0.08 tons of commercial and residential yard waste this month.

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

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

Tin (Baled)	4.24 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	10.98 tons
Cardboard (non-baled)	2.07 tons
Cardboard (Baled)	41.84 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	21.90 tons
Phone Books	
Books/Flyers	
Office Paper	4.62 tons
Plastic Bags	0.77 tons
Styrofoam	0.42 tons
Other Items Recycled for the month	
Appliances	7.83 tons
E-Waste	1.88 tons
Glass	35.83 tons
Scrap Metal	7.31 tons
Shingles	0.00 tons
Tires	2.33 tons

Revenue generated by the Recycling Center for February was \$2,449.30.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	5.45 tons
Cardboard	8.89 tons
Newspaper	7.56 tons
Tin	0.58 tons
Glass	1.94 tons
Plastic Bags	0.91 tons
Office Paper	2.38 tons
Styrofoam	0.52 tons
Total	28.23 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	8.60 tons
Cardboard	15.28 tons
Newspaper	7.96 tons
Tin	0.97 tons
Glass	2.59 tons
Total	35.40 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

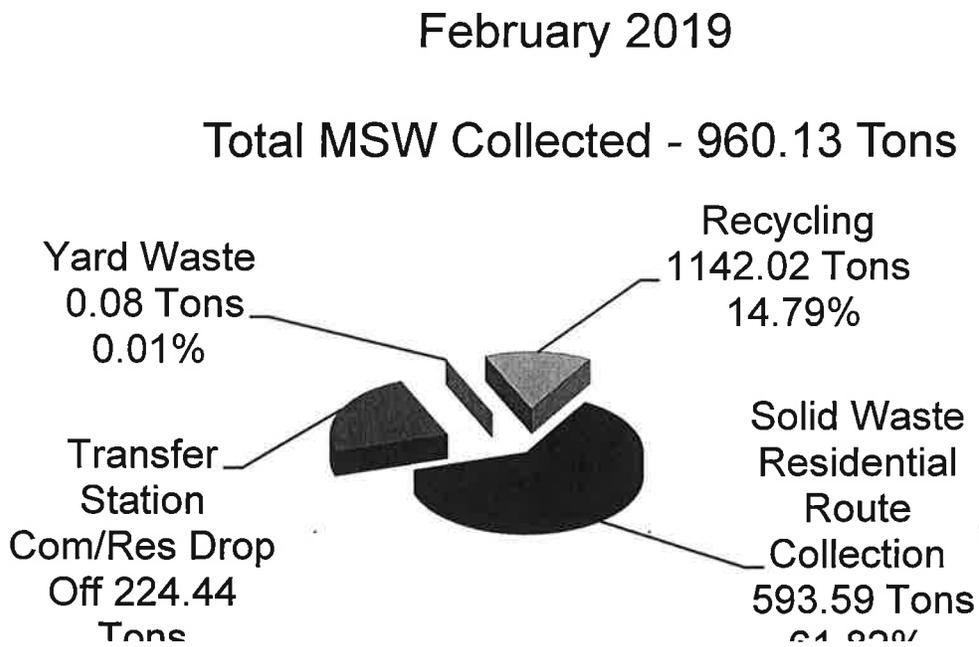
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of February.

Plastic #1-7:	3.29 tons
Cardboard	14.50 tons
Newspaper	3.36 tons
Office Paper	0.67 tons
Plastic Bags	0.00 tons
Tin	0.51 tons
Glass	1.55 tons
Styrofoam	0.34 tons
Total	24.22 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 960.13 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of February 2019 for the City of Cedar Falls.



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

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

COMPOST FACILITY

- Closed for the season following heavy snowfall events.

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.

ICE & SNOW CONTROL

Snow & ice control started as an extension of events that occurred in January and then February events consumed the entire month.

- Responded to multiple snow & ice events by plowing and applying de-icing materials to roadways based on established policies.
- Snow & Ice events throughout the month ranged from traces of snow, light snow, or to heavy snowfall events, freezing rain events and snow with winds creating near blizzard conditions.
- Temperatures ranged from a high of 46 degrees to a low of -15 with precipitation on 17 days during the month.
- Adverse weather was unrelenting during the month. Overall snow & ice control related activities continued on a daily basis throughout the month (including most weekends) which included, plowing, applying materials, hauling snow from the high school, down town area and College Hill. Also, hauling snow from municipal parking lots, cul-de-sacs and intersections. After the rain and wind driven event near the end of the month we worked daily at winging snow back from roadsides, clearing drifted snow from roadways, removing snow piles that were creating sight distance obstructions, repairing mailboxes and addressing numerous calls from residents reporting a variety of concerns and questions.
- Following the wind driver snow event, loader mounted snow blowers and V-plows mounted on heavy equipment were required to open & clear roads that were drifted shut and that had remained closed overnight. Multiple vehicles that were stuck and stranded in roads had to be towed the following morning before roads could be re-opened. PW equipment operators assisted in getting tow company equipment to the stranded vehicles.
- Snow & ice control activities are ongoing as the month ended and will continue into the month of March.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR FEBRUARY 2019**

- 59 traffic control signs were repaired.
- Made 4 labels for vehicle maintenance.
- Fabricated 6 signs for various applications.
- Traffic operations completed 1 One Call utility locates.
- Completed 26 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 6 minor tasks.
- Traffic operations responded to 2 traffic signal in flash calls. Repairs were made and returned to normal operation.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic personnel assisted in 15 different snow plow/removal events.
- Installed 6 vehicle detection sensors throughout town.
- Restored and updated all signalized intersection data to new computer.
- Traffic Operations repaired a traffic signal cabinet that was knocked down on 6th and Main St.
- Repaired a traffic signal pole that was knocked down at the intersection of 6th and Main St.
- Provided signal timings for engineering.
- Assisted Building Maintenance Section with a complete LED lighting upgrade of the Hearst Center.
- Cleaned and inventoried the traffic operations storage area and signal testing shop.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR FEBRUARY**

The Fleet Maintenance Section processed 159 work orders during the month of February 4 of them were either sent out or done by staff from other sections.

1,528 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6,968.245 Gallons of Ethanol

16,080.211 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of February was 23,048.456 Gallons.

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

Street Section

2043: Replaced broken impeller bolts and tightened chain.

2044: Replaced lower auger, auger bearings, chain and sprocket.

235: Replaced hydraulic gear pump.

240: Replaced exhaust and muffler.

241: Replaced hydraulic pump and hoses.

242: Replaced PTO valve and solenoid.

243: Replaced broken blend door actuator and trailer light connector.

244: Replaced plow lift hydraulic hose and repaired leak in exhaust.

245: Replaced plow lift cylinder and spreader light connector.

246: Replaced PTO transmission line.

247: Replaced broken rear leaf springs.

260: Replaced circle drive pinion gear and broken tooth on circle gear.

290: Replaced front axle drive shaft and flushed front differential.

Refuse Section

3068: Replaced drive tires and serviced.

340: Replaced radiator.

341: Replaced leaking wheel cylinder and Harrison corrected the Knox sensor fault.

348: Replaced solenoid and cartridge on arm hydraulics.

370: Replaced clutch brake on transmission.

372: Replaced clutch pedal assembly.

Parks/Cemetery/Rec Section

- 1102: Replaced cracked windshield.
- 2108: Replaced spark plugs, cap, rotor and spark plug wires.
- 21119: Replaced auger chain and shimmed sprocket to run true.
- 2142: Replaced weak battery with new.
- 2183: Replaced leaking hydraulic hose on the left drive motor.
- 2199: Replaced the cutting edge on blower and replaced hydraulic pump belt.
- 2338: Replaced snow chute hydraulic cylinder.

Fire Division

- FD502: Replaced ROM switch on rear roll up door.
- FD521: Replaced all four tires and serviced vehicle.
- FD561: Replaced rear brake cylinders, shoes and hardware kit.

Police Division

- PD07: Replaced battery.
- PD15: Replaced all four tires.
- PD16: Replaced marker light in headlight assembly.

Community Development

- 101: Aligned SUV, serviced and changed wiper blades.
- 510: Replaced turn signal assembly, replaced thermostat housing, replaced worn tires and fixed gear selector indicator.
- 516: Repaired issue with water leaking into cabin and serviced truck.
- AD01: Replaced front tires due to wear.
- AD06: Replaced all four tires with new.

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS / PARKS DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR FEBRUARY 2019**

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Refilled salt containers.
- Programmed new remote for sally port door.
- Two heat pumps in engineering area locked out due to cold loop temps. Reset and adjusted temp for loop sensitivity on units.
- Repaired lock on attorney's office door.
- Replaced broken light switch in CATV studio.
- Installed new camera in council chambers.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled salt containers.

FIRE DEPARTMENT

- Delivered janitorial supplies.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled salt containers.
- Began installing new LED lighting in classrooms and hallways.
- Raked snow from roof to minimize dripping and freezing onto sidewalk.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Refilled salt containers.
- Safety glass was installed around railing by contractor.
- Began working on LED assessment to determine budget figure for lighting upgrade.
- Shoveled and salted walks.

MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems. Reset outdoor air sensor, recalibrated two room sensors..
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Reset light sensor in vehicle storage bay.
- Repaired stool valve.
- Repaired two electronic locks on shop doors.
- Repaired urinal valve.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Refilled salt containers.
- Replaced several lighting relays. Work was completed after hours because lighting circuits had to be de-energized.
- Upgraded outlets in Activity room to tamper resistant outlet that children cannot stick objects into. Work was completed after hours due to area power had to be shut off.
- Reinstalled blue mat under basketball hoop in fit gym.
- Installed two test LED light panels to get feedback from staff and patrons.
- Worked on lighting and fan upgrade plan with vendor.
- Repaired shower valve.
- 3 way valve was replaced on boiler by contractor.
- Fire sprinkler inspection was completed by contractor.
- Replaced stained ceiling tile in multi-purpose room.
- Pest control services were completed after hours.
- Washed fresh air vents in women's locker rooms.
- Re-glued loose vinyl base throughout building.
- Repaired/replaced multiple door stops.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Shannon continued cross training in traffic signals and sign plotter.
- Assisted with cabinet knockdown at 6th & Main.
- Assisted with signal knockdown at 2nd & Main.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Refilled salt containers.
- Installed LED lights in part of lobby.

RECREATION DIVISION
Monthly Report
February 2019

- **Recreation & Fitness Center**
 - Fitness classes have gone well with just under 2,900 participants during the month.
 - Hiring new staff to work the front desk replacing those who will be leaving and have left
 - Pickle Ball continues to be very popular so we have expanded playing time from 3 hours each day on Monday, Wednesday & Friday to include 2 hours on Tuesday and Thursday as well. We often have 8 or more players waiting their turn watching 3 games of doubles.
 - We have two 54" TV now mounted in the hallways to help inform patrons for upcoming events, registration, outside air temp, and other items patrons will find interesting. The new registration software offered this as a feature which could easily be utilized so we are now taking advantage of it.
- Staff has been busy working on the programs and services to be offered during the Spring and summer months
- Staff has been busy advertising and talking to former employees about jobs openings for summer help to fill the 200 or so part time seasonal positions. Typically applications are due the end of February or the first week of March. Interviews have started and will be conducted during in March.
- Falls Aquatic Center and Indoor pools
 - Working with the school to schedule routine maintenance at Holmes
 - Scheduling indoor private parties
 - Hiring staff to teach spring lessons and lifeguarding
 - Pool manager and assistant managers for the summer have been hired and are getting ready for a busy summer.
 - Staff has been working on an impact statement as requested by the school system showing the effect the closing of Peet pool in 2022 would have on our indoor aquatic programs and activities.
- All the snow and below normal temperatures have had a negative effect on the number of people who want to get out and around to exercise. However, after two full months of it, cabin fever set in for many and forced people to get out and around.
- All the school closing over the past 8 weeks will force staff to make a lot of changes in summer programs due to all the make-up days of school. Registration for summer programs started Jan 15. Staff had anticipated and allowed for 5 snow days but we are now well over that so starting dates of programs will need to be adjusted accordingly once we find out for sure when the last day of school will be.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation & Fitness Center Usage For February 2019

Members using the Facility	12,590	Pickleball	241
Non-Members using the Facility	1,069	Racquetball/Wallyball Hrs	112
Child Care	135	Racquetball League	88
Aerobics/Fitness Classes	1,155	Birthday Party Bonanza	20
Circuit Weight Training	67	Indoor Park	462
Exercise Trial	37	Karate	60
Cardio Cycling	599	Tumbling	32
Personal Trainers	237	Basketball 1 st & 2 nd Boys & Coed	488
Yoga	829	Sack Lunch Days	25
Zumba	126	Meeting/Tours/Rental	760
Rock On	68	Steam Room Usage	705
Ballroom Dance	88	Massages	57
		TOTAL	19,562

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	7	12 th Grade & Under	7
Adult	67	Adult	7
Senior Citizen	9	Senior Citizen	0
Family Pass	99	Child Care	3
Corporate Family	2	Racquetball	1
Corporate Individual	1	Towel	13
Towel Usage	501		

Credit Card Usage	\$47,218.25	Leisure Link Registration	\$14,410.00
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Daily Fees

Admission	\$6,445.00	Racquetball	\$24.00
Child Care	\$45.00	Exercise Tryout	\$185.00
Towels	\$20.75	Concessions	\$587.57

Swimming Pool Passes (Winter)

Family	41
Individual	62
Youth/Senior	8

Fitness Passes Sold

1-month	5
4-month	15

Youth Programs

5 th & 6 th Boys Basketball	390	Swim Club	583
4 th , 5 th & 6 th Girls Basketball	112	Pool Parties	90
3 rd & 4 th Girls Basketball	120	SCUBA	8
1 st & 2 nd Boys Basketball	488		

Adult Programs

Volleyball Leagues	490	Pickleball	241
Basketball Leagues	208	Spring Volleyball Leagues	126

Recreational & Lap Swim	551
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Rentals

Pool Parties	3	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	10

CEDAR FALLS RECREATION DIVISION

February-19

YOUTH ACTIVITIES

Sack Lunch Days 25

TOTAL YOUTH ACTIVITIES 25

ADULT EXERCISE

Circuit Weight Training

TTh 4:30 pm 13

TOTAL 13

Cycling

MWF 8:00 am 9

TOTAL 9

Rock On Monthly

MWF 5:40 am 7

TOTAL 7

TOTAL ADULT EXERCISE 29

ADULT SPORTS

Volleyball League-Mixed - Monday 21

Volleyball League-Women's 10

TOTAL ADULT SPORTS 31

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
February 2019



Projects:

- Worked with INRCOG to apply for recertification as an Iowa Great Place
- Worked with a UNI class to host provide a Customer Service training focused on improving listening skills.
- Attended the Iowa Tourism Conference to learn about harnessing user-generated content, partnering opportunities, communicating our brand through compelling stories, how to work with media, and social media trends and best practices. We also showcased at the Travel Federation of Iowa Legislative Showcase.
- Showcased at two UNI Up Close sessions to welcome new students and their families to the community.
- Set up new Cedar Valley 365 on-line calendar of events.
- The Cedar Falls Tourism and Visitor Bureau board met with the UNI Institute for Decision Making to review input gathered through surveys and focus meetings and to prioritize it for inclusion in a strategic plan. We hope to finalize this plan next month and bring it to Council for approval. They also awarded a grant of up to \$1,000 to the Iowa Community College Athletic Conference to help promote the 2019 Graphic Edge Bowl that will take place at the UNI-Dome on December 8. The event generated approximately \$49,500 in direct spending in the community.
- Putting a Familiarization Tour together for meeting planners.
- Continued work with Good Era to produce videos to promote the community.
- Secured in intern for the summer term.

Highlights from Becky Wagner:

- Met with representatives from Cedar Falls arts organizations to discuss a summer passport program.
- Provided volunteers for the Hawkeye Farm Show
- Final confirmation for one tour group and sent itinerary ideas for another.
- Nominated select volunteers for Mayor's Volunteer and 8 Over 80 Awards.
- Managed the digital message board as Bonita learns other duties.
- Prepared bills and payroll.

Highlights from Linda Maughan:

- Wrote a newsletter/blog articles about Maple Syrup and Flapjack Flippin' Fun and Cozy Winter Getaways.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau.
- Updated web pages.
- Provided training for Bonita.

Highlights from Deb Lewis:

- Continued working on content for new facilities guide.
- Assisted 7 individuals with rentals.
- Provided community tour for city engineering candidate.
- Gathered attendance figures for events and attractions.
- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites

Highlights from Bonita Cunningham:

- Set up new Localist on-line calendar of events and training materials. This included researching and upgrading existing events for inclusion on the new calendar.
- Managed current Spinternet on-line calendar of events.
- Researched and selected events for Hospitality Highlights newsletter x4

- Researched and submitted events for Currents newsletter
- Attended Iowa Tourism Conference
- Attended Cedar Valley Legislative Reception

Meetings/Events:

- Cedar Valley Legislative Reception in Des Moines
- Greater Cedar Valley Alliance and Chamber Affiliate Management Team
- Hearst Visioning Committee
- Cedar Valley Pedal Fest Committee
- Cedar Valley Sports Commission Board
- Cedar Falls Tourism and Visitors Bureau Marketing Committee
- Cedar Trails Partnership Board
- Cedar Trails Partnership Executive Committee
- Eastern Iowa Tourism Association Board by telephone
- City Council Committee of the Whole – parking study recommendations
- CF TVB staff x4
- MOP staff x2
- PearlTea
- Community Main Street Volunteer Party
- Reasonable Suspicion Training
- Cedar Valley Fondo Committee
- Greater Cedar Valley Alliance and Chamber Business After Hours at Slumberland Furniture
- Cedar Falls Rotary x2
- Friend of the Hearst Center Board
- Art and Culture Board
- FY20 Façade Improvement Grant Fund Committee

Other events we assisted with:

- Iowa Soccer Association Indoor Boys Championships – approximately 2,800 people
- Volley in the Valley – approximately 350 people
- The Odd Couple at the Oster Regent Theatre
- Missouri Valley Track & Field Championships at the UNI Dome

Respectfully Submitted,

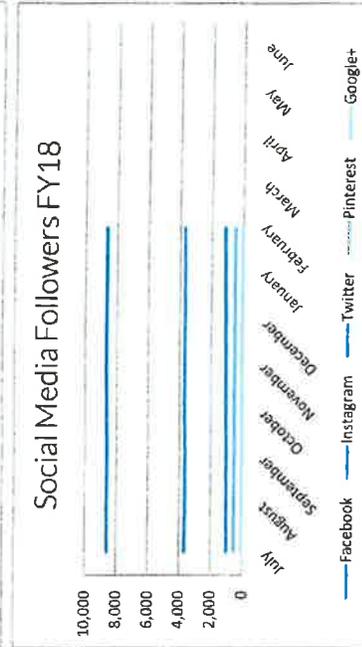
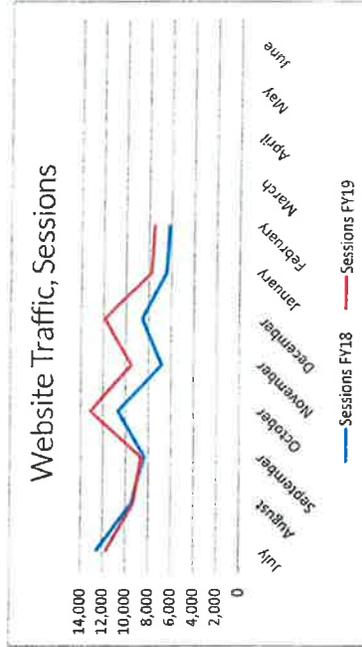
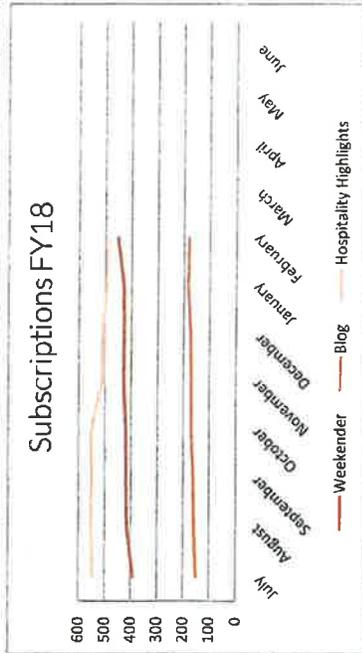
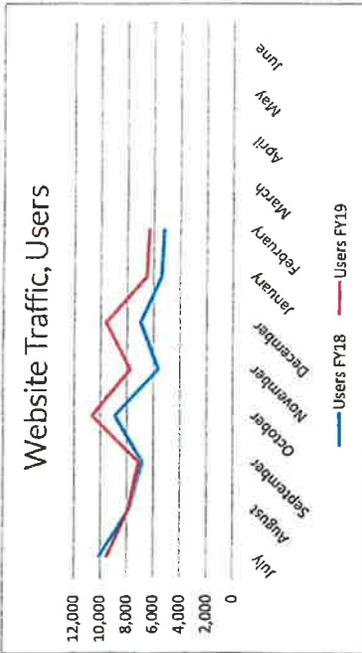
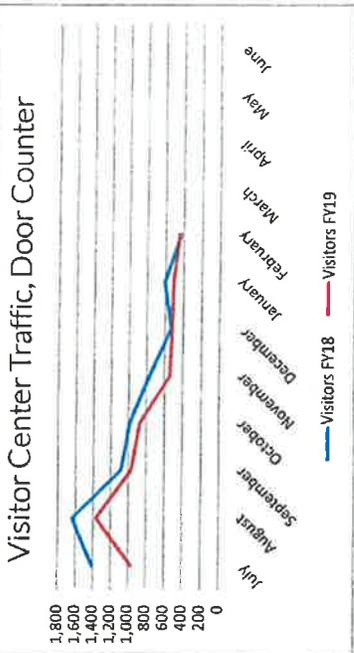


Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-in (Door Counter) FY19	964	1,363	963	868	532	512	502	436					
VC Walk-in (Door Counter) FY18	1,411	1,636	1,088	988	766	628	606	425	953	1,085	2,609	1,962	6,140
Email/Website	58	44	25	26	25	65	42	27					13,976
US Mail	0	0	0	0	0	0	0	0					312
Phone	143	98	114	118	86	77	122	115					0
HOW HEARD ABOUT US - If offered													873
Friends / Family	0	0	5	1	3	0	3	0					12
Other (eg. Postcard mailing, ads, web/FBook)	0	2	20	0	2	0	0	0					24
Signage	0	4	14	12	2	3	3	5					43
Advertising	0	0	0	2	0	0	0	0					2
Trade / Consumer Show	4	0	1	1	0	0	2	0					8
SERVICES PROVIDED													
Attended a Meeting/Rental	62	188	96	128	47	63	71	82					737
Bureau Business	229	167	175	228	181	139	209	151					1,479
Group Tour Info	1	12	0	2	2	9	5	1					32
Hotel/Restaurant	2	1	0	2	0	0	2	6					13
Relocation	1	1	11	2	2	15	3	25					60
School Project	0	0	0	1	0	0	0	0					1
Special Event	0	0	0	0	0	0	0	2					2
Trail User	100	118	96	55	4	9	14	1					397
UNI	0	11	5	2	10	39	7	4					78
VC Amenities including Restroom	655	722	664	484	254	296	194	164					3,433
ADVERTISING LEADS													
Iowa Travel Guide / Website	572	483	415	331	337	279	2,988	920					6,325
EITA Travel Guide	1	1	2	0	0	0	0	0					4
AAA Living	4	0	0	0	100	160	1	0					265
Midwest Living (Best of the Midwest)	117	24	25	15	0	8	0	0					189
Iowa Tour Guide (group leads)	4	9	4	0	0	14	6	3					40
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	1,364	1,252	1,040	1,236	861	598	12,091	1,180					19,622
VG Mailed Out (Individual)	27	27	17	11	7	33	22	20					164
VG Bulk Distribution (Local)	312	467	380	410	410	60	3,434	212					5,685
VG Bulk Distribution (Non-Local)	240	120	175	120	0	0	5,635	0					6,290
Relocation	30	7	2	2	7	14	5	25					97
Welcome Bags	57	114	15	347	7	30	0	0					663
Total Trail Guide Requests	321	368	73	179	83	43	124	102					1,293
WEBSITE TRAFFIC													
Users FY19	9,469	7,844	7,077	10,612	7,731	9,552	6,519	6,341					66,146
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,716	7,926	8,289	11,339	93,247
Sessions FY19	11,650	9,315	8,628	13,109	9,476	11,833	7,724	7,503					79,238
Sessions FY18	12,633	9,604	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Page with Top Views	Upcoming Events												
Top Traffic Source	Google												
Top Referral Site	m. Facebook.com	m. Facebook.com	CedarFalls.com	m. Facebook.com	Facebook.com								
SUBSCRIPTIONS													
Weekender News (consumer newsletter)	390	414	417	418	426	442	452	420					
Weekender Blog	148	156	160	168	168	180	180	171					
Hospitality Highlights (partner newsletter)	543	550	548	551	510	490	490	408					
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577	8,608	8,614	8,619	8,641	8,651	8,651	8,654					
Instagram	1,000	1,012	1,029	1,062	1,066	1,084	1,131	1,162					
Twitter	3,657	3,616	3,639	3,661	3,648	3,656	3,700	3,700					
Pinterest	504	505	506	497	493	492	499	489					
Google+	27	21	21	22	22	22	22	22					
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129	138	146	116	143	126	206	148					1,162
Student / Intern Hours	152	72	6	10	0	4	0	4					246
Envoy Hours - Visitor Center	98	105	100	82	93	93	72	61					702
Envoy Hours - Special Event/Rapp Station	29	4	4	4	63	0	3	53					169

MISC.											
Groups in Conference Room	2	11	3	4	1	3	3	3	2	3	30
Motor Coach Group in CF	0	3	1	1	1	1	1	0	0	0	6
INCOME											
Gift Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$325.40	\$370.47	\$350.39	\$261.24	\$3,950.27		
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$125.00	\$275.00	\$150.00	\$175.00	\$2,415.00		
Host Motor Coach @ VC or Step Guide	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$250.00		





PUBLIC EVENTS/PROGRAMS @ The Hearst

- Feb. 5: “We’ve Got Stories to Tell” program with CF Historical Society
- Feb. 8: Lunchtime Concert
- Feb. 11: Lunchtime Concert
- Feb. 21: More Music in Mae Latta
- Feb. 28: Final Thursday Readers Series with Tim Fay

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Worked with staff to review goals in preparation for annual evaluations.
- Completed written annual evaluations for six staff members.
- Review my goals for Kim Manning.
- Participated in non-profit budgeting webinar with Iowa Arts Council.
- Hosted community listening session at CF Public Library with ACB President.
- Attended opening reception for current exhibition, helped coordinate with artists.
- Worked with Hartman Reserve/ Connie Svoboda to coordinate artist in residency.
- Worked with Art and Culture Board treasurer to review financial plan.
- Led phone conference with strategic planning facilitator and ACB president.
- Prepared printed materials, didactics and agenda for annual strategic planning session with Boards.
- Met with Angela Waseskuk (UNI) to discuss strategies for artists in Cedar Falls.
- Attended community meeting led by wcfssymphony re: bridging the gap between Waterloo and Cedar Falls arts participation/programming.
- Met with Jayme Renfro’s class of Public Administration students for a discussion and tour of the exhibition.
- Met with collections intern Hailey Lorenzen and Emily Drennan to discuss projects.
- Worked on gathering statistics and writing final grant report for Humanities Iowa.
- Discussed funding opportunities with McElroy Trust grant coordinator.
- Reviewed/ amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at meetings of Friends of the Hearst board, Art and Culture Board and Public Art Committee.
- Led monthly meeting of the visioning committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent two bi-weekly emails for board and committee members, council and directors.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Mapped contact addresses re: neighborhoods we serve most for visioning committee.
- Reported annual campaign totals to Friends for their contribution to the A&C Board.
- Made changes to classes in MaxGalaxy and contacted students.
- Requested refunds and followed up on mischarges to p-cards.
- Completed and returned updated tax exempt certificates to requesting businesses.
- Compiled a list and prepared mailing list for the spring brochure & exhibit postcard.
- Sent out friends membership renewal reminder letters for expiring members Feb-Apr
- Added new classes to MaxGalaxy with spring brochure.
- Processed donation checks and tracked progress the annual fall appeal campaign.
- Updated text, formatted and printed Thank Yous for annual campaign & memberships.
- Maintained and added contacts in Past Perfect for better mailing lists.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Develop exhibition layout for *View Points* in the Dahl-Thomas Gallery.
- Coordinate production of wall texts, exhibition signage, and other materials including prints, spray mounts, and vinyls.
- Work around major shipping delays due to extreme temperatures and weather.
- Work with visiting artist to finalize installation, prepare for a public reception, and handle major air travel delays.
- Work with Denny Bowman in the gallery to get *View Points* content for Channel 15.
- Prepare for and attend reception on February 8.
- Prepare for and attend Visioning Committee meeting on February 13.
- Prepare agendas/minutes and gather financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC on February 15 and serve as staff secretary then prepare and distribute minutes in draft.

- Prepare materials for transport by lenders on February 16.
- Discuss Sculpture Garden projects with CFACB Vice President and CFPAC Past Chair.
- Work with Cedar Falls Public Library staff to update their art collection records; plan for development of new signage and installation.
- Install a permanent collection work in the city administrator's office at city hall.
- Meet with prospective collections intern on February 28.
- Communicate with artists and lending organizations to plan for upcoming exhibitions.
- Continue preparations meeting of Collections Committee of the Art & Culture Board.
- Work with the Supervisor on current and upcoming projects and related events.
- Attend weekly staff meetings.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Feb 8th, Viewpoints Exhibition- organized food and volunteers for reception.
- Coordinated with Historical society for "We've Got Stories to Tell" event
- Feb 8th, 11th, Lunchtime Concerts.
- More Music in Mae Latta hiring and set up.
- Set up for/ staff contact person for event: Final Thursday Readers Series.
- Feb 5th, meeting with CF Library director about passport to the arts program.
- Feb 13th, Meeting for Local Food and Film and meeting for Pedal Fest.
- Feb 19th, meeting with Daryl Andersen about Pedal Fest route.
- Feb 26th, Friends of the Hearst Meeting.
- I spent 3.5 hours setting up for rentals, meetings, receptions, and events in February.
- There were 3 rentals in February and 2 rehearsals.
- Wrote up 5 rental contracts and 2 agreements for upcoming programs
- Sourced 4 volunteers for events in February and Angie 1 volunteer totaling 10.5 hours
- Managed the UNI Student who needs to volunteer for 150 hours for his major. He worked 24.5 hours in February
- Reviewed materials for upcoming events in March and beyond.
- Worked more on goal setting for upcoming year.
- Attended weekly staff meetings.
- Worked more on summer brochure events.
- Worked with Staff and partners on the Local Food and Film Fest.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Attended outreach for Harry Potter event at CFPL/face painting and art activities.
- Full art day away with one on waiting list: artist Lynn Brant gave artist talk to campers.
- Attended and took minutes at Art and Culture Board monthly meeting.
- Attended weekly staff meetings.
- Communicated the need for availability for spring to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant

- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities.
- Coordinated with Hartman Reserve to offer art activities at Maple Syrup fundraiser.
- Developed, supervised and taught lesson plans for art day away.
- Rescheduled classes/workshops due to weather cancellations- called all students.
- Supervised/coordinated staff and materials for Empty Bowls Event.
- Communicated with a new partner to offer samplings of kindermusik.
- Bought materials and coordinated screen printing for exhibit reception.
- Submitted application for Sturgis Falls children’s activities.
- Communicated with Disa Cornish, to attend an outreach event at Aldrich Elementary
- Coordinated with Scheels to staff and offer face painting at an Easter event.
- Worked on database of schools in the AEA 267 district re: interest in continuing education program for art teachers.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: Channel 15 Hearst Ads, FB Education Promos, Education Billboard, Currents (April-June), Spring 2019 brochure, Lynn Brant Flyer, Scene D poster, Cedar Falls Student Art Exhibition Postcard/Email Promo and View Points labels/poster.
- Worked with Tim Frederick/Leverage Printing on Spring 2019 brochure to print/mail.
- Errands: ITech, Target, Rapids Reproduction and Signs and Designs.
- Submitted additional winter brochure events/education/exhibitions to V&T web calendar.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for March E News and Cedar Falls Student Art Exhibition invite.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Collected and reported social media statistics.
- Created content/graphics/posts for social media.
- Friends Website: Updated index, exhibition and education pages.
City Website: Updated holiday hours, exhibition and education pages.
- Empty Bowls Sessions Begin

HIGHLIGHTS from Travis Gingerich, Ceramics Lab Technician

- Maintained ceramics studio- cleaning, organization, and general maintenance.
- Scheduled kiln firings for Saturday children and teen classes and adult night classes.
- Loaded and fired kilns for birthday parties and independent study work.
- Maintained kiln & firing equipment.
- Maintained glazes- mixing, restocking, and testing.
- Organized first and ran first of three empty bowls outreach events.

- Met with incoming Independent Study students to acclimate them to the lab.
- Contacted waitlisted Independent Study students to coordinate start times.
- Finished instruction for two sections of wheel throwing courses- both at capacity.
- Created proposal for professional development trip to NCECA conference.
- Oversaw youth ceramic instructor.

Respectfully submitted,

A handwritten signature in black ink that reads "Heather Skeens". The signature is written in a cursive style with a large, stylized initial 'H'.

Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

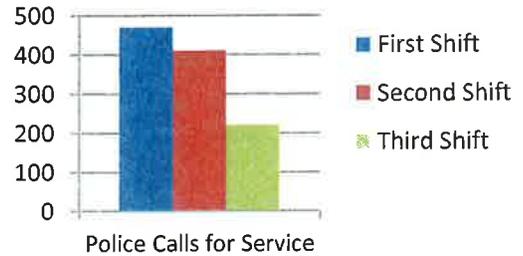
Hearst Center for the Arts Activity Report - Cultural Division FY19

	July	August	September	October	November	December	January	February
ATTENDANCE								
# of Days Open to Public	27	28	26	26	24	23	25	23
Door Counter	2579	1743	1195	2534	2014	1197	1673	1831
Sculpture Garden (estimated)	375	300	300	250	200	200	200	200
Average visits per day	109.41	72.96	57.50	107.08	92.25	60.74	74.92	88.30
VISIT PURPOSE								
Exhibition (walk-in)	313	347	184	248	343	244	220	196
Exhibition Receptions	141	101	49	74	44	37	0	92
Meetings	40	65	40	69	51	106	117	52
Youth Classes	64	16	140	375	62	0	375	354
Adult Classes	59	29	45	76	30	22	160	153
Messy Mornings	0	0	67	85	49	60	73	54
Camps	918	448	25	0	40	0	0	30
Birthday Parties	65	84	62	45	0	73	16	53
Workshops	17	0	11	79	25	24	24	0
Tours	89	0	0	110	0	0	0	10
Rentals	134	0	84	34	41	85	17	115
Ceramics Lab	18	16	15	21	11	25	10	32
Public Programs	151	140	304	664	276	252	373	157
Thursday Painters	99	130	86	67	97	99	100	66
Volunteers / # of hours	13/22.75	3/5.5	5/26.75	5/53	5/37	2/4.25	3/12	6/36
Other	577	367	94	776	945	170	188	467
SERVICES OFFERED								
Youth Classes	3	1	13	5	4	0	11	3
Adult Classes	13	2	4	16	3	2	14	12
Rentals (inc. recitals, etc.)	3	0	4	1	1	1	1	4
Community Group Mtgs	11	14	12	12	8	2	5	5
Messy Mornings	0	0	4	5	4	3	3	4
Camps	10	5	1	0	1	0	0	1
Birthday Parties	2	2	2	1	0	2	2	2
Workshops	1	0	1	0	1	1	3	0
Tours	3	0	0	2	0	0	0	1
Public Programs	6	7	14	9	7	8	12	5
Thursday Painters	4	5	4	4	4	4	5	4
Exhibition Receptions	1	1	1	1	1	1	0	1
DIGITAL TRAFFIC								
E-News Subscriptions	1305	1299	1266	1266	1254	1233	1220	1206
Facebook Views	23142	16516	17770	24260	18076	14211	34260	21823
Facebook Followers	1643	1659	1673	1696	1705	1714	1760	1791
Facebook Event Listings	6	6	11	8	8	8	11	7
OFFSITE SERVICES								
Offsite Education Encounters	152	315	415	611	112	463	0	216
Offsite Education Programs	4	4	4	7	2	2	0	1
Community Committee Mtgs	2	3	3	4	3	1	5	2
MEMBERSHIPS								
Total Friends Memberships	182	224	234	240	228	232	222	231
New/Renewed this month	0	44	11	29	20	23	15	20
PRESS								
Newspaper	1	1	1	2	0	1	0	0
Radio interviews, ads	1	2	1	2	2	0	0	0
Press Releases	1	2	1	2	1	1	4	1
Ads, other (Facebook ads, etc.)	2	1	0	13	0	0	0	1

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

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	470	410	221
Traffic Stops	29	154	112
Arrests	9	19	31



FIRST SHIFT – Captain Jeff Sitzmann

- Officers dealt with many issues associated with the cold weather and high snow fall totals. These issues include many traffic accidents, 48-hour parking enforcement, snow emergency procedures, and parking complaints associated with narrow streets. On February 3rd and 4th, Officers dealt with street flooding issues due to the melting snow. Officers have worked directly with our Public Works Department to mitigate these issues.
- Lieutenant Rea has taken over as the Field Training Supervisor for the Department. This was Lieutenant Heuer's assignment for several previous years. Lieutenant Rea will also be assisting with Code Enforcement temporarily until a full time civilian Code Enforcement employee is in place.
- Officer Burkhardt has completed her Firefighter I Training and is now certified. She has already responded to an active fire.
- First Shift Tactical Officers attended a one day trauma class in Independence, Iowa. The course instructed Officers on basic emergency medical procedures which increase the chances of survival for Officers injured in violent encounters. The class was instructed by the US Marshall Service.
- One of the sheds at the old Park's Department building on Union Road was broken into sometime over the weekend. It was unknown at the time of the report if anything was actually taken. The same shed was broken into three additional times during the month.
- Officers assisted with a Passenger Vehicle Fire at Highway 218 and Lone Tree Road. A mechanical problem associated with a tire caused the fire, but it was extinguished quickly by Officers using a fire extinguisher.
- Officers investigated a case of Fraud in which an elderly male was duped into thinking he had won a monetary prize. He was sent a fake check and was told to provide a check for the processing fee. The male spent large amounts of money only to find out the original check was no good. This same type of Fraud has taken place many times in Cedar Falls over the past several years.
- Officers took a report where a subject copied a check written to vendors by a company and had cashed them for around \$3,500 before the bank realized there was a problem. The investigation is on-going and likely involves stolen mail / checks to vendors.
- Officers were called to a Suspicious Subject at Casey's on University Avenue. The subject refused to leave the business and was uncooperative with Officers. He was tased and taken straight to County Jail after the paramedics checked him out. He had Warrants out of Linn County and charges from us for Marijuana Possession, Harassment of a Public Official, and Interference with Official Acts.
- Officers dealt with many issues associated with the blizzard. Many cars got stuck in outlying areas of town and Officers were not able to get to them. Many of the vehicles stayed on the roads overnight. Officers provided rides to those who were stranded and assisted Public Works in closing the roads.
- Officers worked a Domestic Assault, in which four kids were present. The Department of Human Services was contacted. Officers have met with both the victim and suspect since this Assault to attempt to make things amicable and easier on both parties and the children.
- Officers assisted Waterloo Police with shutting down Highway 218 Southbound. They had a ten car accident and the roadway was very slippery.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to a Vehicle Fire at the Amvets and it was extinguished by Fire Department.
- Officers responded to a report of a reckless and erratic driver coming into town on West 1st Street Westbound. He was located in the McDonald's lot and the investigation led to the arrest of an adult male for Operating While Intoxicated 1st.
- Officer observed a Suspicious Subject at 13th Street / Main Street. Investigation led to the arrest of an adult male for Public Intoxication.
- Officers responded to a report of an adult male that had walked into the Unity Point Urgent Care that had cut himself and stated he wanted to commit suicide. He was taken for evaluation.
- Officer made a Traffic Stop at Highway 58 / Greenhill Road that led to the arrest of an adult female for Driving While License Suspended.
- Officer took a report of Theft of a computer from a residence on Terrace Drive.
- Officer took a report of a Theft of a package from a residence on Boulder Drive.
- Officers responded to a report of a snowmobile being operated in a reckless manner in the neighborhoods between 1st Street and 18th Street. Officers located the snowmobile stopped and when directed to stay in place it took off at a high rate of speed and went past one Officer who had their emergency equipment operating. It was not pursued by Officers due to the reckless nature of the operator. A short time later, the snowmobile was found abandoned in the intersection at 2nd Street / Pearl Street. The snowmobile was impounded. Subsequent investigation has identified the driver who has not been located as of this time. Continued investigation led to the operator being issued eight traffic citations. Investigation will be conducted on involvement of others into the obstruction of the investigation.
- Officers responded to a report of a large altercation at Chuck E Cheese. Upon arrival, all of the persons who had been involved had left the area. Management did not wish to pursue the incident any further.
- Officers responded to a report of a male subject who was stumbling and falling down on Valley Park Drive. Officers located an adult male who was extremely intoxicated and he was arrested for Public Intoxication 3rd Offense.
- Officers responded to a report of a female Shoplifter at Wal-Mart. Subsequent investigation led to her arrest for Theft 5th.
- Officers responded to reports of a female crying for help at a residence on Terrace Drive. They discovered a male female argument in one of the apartments. Investigation into this incident was completed and a report was sent to the County Attorney for review.
- Officer took a report of a Shoplifting that had occurred at Famous Footwear. Subject had left the area prior to the Officer arrival. Investigation continues.
- Officers responded to a report of a possible Suicidal male in the area of the 2300 block Jaclyn Street. The subject was located walking on Center Street and was transported to an area hospital at his request.
- Officer took a report of the Theft of two firearms from a residence on Clay Street sometime in the last two weeks.
- Officers responded to a report of a female at Von Maur that was a suspect in another incident was in the store. Subsequent investigation led to her arrest for Theft 3rd.
- Officers were called to Wal-Mart for a Shoplifter in custody. One adult female was arrested and charged with Theft 5th Degree.
- Officers were called to Scheels for a Shoplifter in custody. One juvenile male was charged with Theft 5th Degree.
- Officers again responded to Wal-Mart for a Shoplifter. One adult male was arrested and charged with Theft 5th degree.
- Officers responded to the area of the 3200 block of Main Street on the report of an intoxicated female. Officers located the female and found her to be heavily under the influence of alcohol and drugs. The female became unresponsive and was transported to Sartori Hospital for treatment.
- Officers responded to The CORE Comics and Games located at 1926 Valley Park Drive for a Shoplifting in progress. Officers located a subject in the store who had concealed numerous items and was preparing to leave. One adult female was charged with Theft 5th Degree.
- Officers dealt with a large number of weather related accidents.

- Officers arrested one subject for Operating While Intoxicated 1st Offense and the subject ran a red light and nearly struck a vehicle in the intersection of South Main Street and Greenhill Road.
- Officers again dealt with a large amount of weather related traffic issues due to high winds and blowing snow.
- Officers checked for a Wanted Subject out of Linn County who was staying at the Days Inn on University Avenue. Officers made contact with the subject, who then became uncooperative and physically resisted Officers. The subject was tased and physically restrained. The subject was charged with Interference with Official Acts and taken to the Black Hawk County Jail.
- Officers responded to a Residential Fire at 1029 Maplewood. Three Public Safety Officers initially responded to the scene, dressed in turn out gear and assisted Fire. The stove fire was put out the kids at the house who were unsupervised.
- Officers responded to The Wild Hare at 2512 Whitetail Drive for a Fight. Officers located two subjects involved in the disturbance after they were removed from the bar. Each subject was arrested and charged with Disorderly Conduct and Public Intoxication.
- Officers were called to a residence on Valley Park Drive for a Suicidal Subject. Officers involuntarily committed the subject after she threatened suicide in their presence. Officers also seized a quantity of Marijuana and Cocaine from the subject. Charges are pending.
- Officers responded to a Motor Vehicle Accident with injuries at 12th and Main Streets. Two subjects were treated at the scene with one juvenile being transported to further examination.
- Officers arrested one subject for Driving While License Barred after being observed driving without headlights on.

THIRD SHIFT – Captain Mark Howard

- Officers spent a significant amount of time looking for a vehicle that had crashed in the area of Lone Tree Road and Highway 218. After some time the vehicle and the driver were found. The driver was later arrested for Operating While Intoxicated.
- Officers were called to a residence to gather Drug Violation Intelligence. The information was gathered and forwarded on to the Tri-County Drug Task Force.
- Officers assisted a stranded motorist on Highway 218. The operator had a blown tire. Officers were able to get the vehicle moved off the roadway and gave the operator a ride to a residence.
- Officers arrested a subject for Public Intoxication when Police were called to the welfare of a man lying on the ground in the area of the 1000 block of West 13th Street.
- Officers were called to The Social House for a male that had kicked out a window of the establishment. The subject fled the scene and a report was started.
- While on Foot Patrol in the College Hill area, Officers witnessed a white pickup truck side swipe a parked vehicle. The Officers were able to relay information to other Officers patrolling the area. The pickup was stopped, and the driver was arrested for Operating While Intoxicated.
- Officers conducted a Traffic Stop that led to an Operating While Intoxicated arrest.
- Officers were called to iTech for a Burglary. Officer Belz was called out to assist with processing. Several electronics were taken from the business.
- Officers conducted a Traffic Stop in the area of 22nd Street and Merner Drive. The driver was later arrested for Operating While Intoxicated.
- Officers conducted a Traffic Stop in the area of 22nd and Walnut Street. Further investigation at the stop found that the driver had an Outstanding Warrant out of Howard County. The driver was arrested for the Warrant.
- Officers were called to Village Inn where the manager reported that one of their workers came in to the restaurant and told the manager she was in an accident. The manager said the worker left again, but appeared highly intoxicated. Officers were able to track down the vehicle and it had significant damage. Officers located the driver and she was arrested for Operating While Intoxicated.
- Officers were called to a person that was unconscious in the driver's side of a vehicle that was stopped at a stop sign. Further investigation found the driver had been smoking Marijuana and was intoxicated. He was arrested.
- Officers were called to assist with a male that was acting strange and was yelling. It was learned that the male had been smoking Marijuana earlier and that he also suffered from Post-Traumatic

Stress Disorder from an overseas military deployment. Officers assist paramedics with a transport to the hospital.

- Officers seized a quantity of Methamphetamine from a male. The information was forwarded to the Investigative Unit (Tri-County Drug Task Force).
- Officers were called to the 2200 block of Tremont Street on the report of a male that had smashed out the window of his Designated Driver's car window. Officers know of the suspect and while on Bar Checks the following night, Officers recognized the male that had smashed the window of his Designated Driver. He was escorted out of the bar, and arrested.
- Officers worked a Hit-and-Run incident where a vehicle hit a utility pole at 9th and Walnut Streets. There are no leads in the incident, a report was started.
- Officers were able to conduct Foot Patrol at several businesses around town that are open after bar closing.
- Officers arrested a female for Public Intoxication. It was learned that she got into a vehicle and the operator didn't know who she was. When she was confronted by the driver, the female refused to get out of the vehicle.
- Officers were called to a minor Traffic Accident at Main Street and University Avenue. Further investigation found that one of the driver's was intoxicated and she was arrested for Operating While Intoxicated 2nd Offense.
- Officers were called to an address on State Street for a husband and wife that were intoxicated and fighting with one another. Further investigation found that the male had Assaulted the female, as well as, a minor child at the residence. The male was arrested for Felony Domestic Assault. The male has several previous convictions for Domestic Assault.
- Officers assisted a male whose electric wheel chair had run out of charge and he was stranded at about 18th and College Streets. Officers learned that he had missed the bus from Downtown and he was trying to get back to his apartment on 27th Street. Officers transported both the male and his wheel chair back to his residence.
- Officers were called to a natural gas leak on Maple Street. Officers discovered that someone had jumped out of a window of the residence, and had broken open the gas line going into the house. The gas was shut off. Officers found the male that had jumped out of the window on Maple Street. He was on Cadam Court and he was highly intoxicated. The male said that he jumped out of the window because his neighbors were trying to kill him and he deserved to die. We assisted the ambulance with getting the male to Allen Hospital for evaluation.
- Officers were called to Sharky's Fun House for intoxicated subjects. One female was arrested for Intoxication; a male was taken to the Emergency Room do to his intoxication level. When he was released a short time later, he was arrested for Intoxication.
- Public Safety Officers watched the house at 2216 Victory Drive all night for the entire shift to ensure the fire did not rekindle.
- Officers were called to a residence on Tremont Street for a subject trying to get into the residence. Subject was arrested for Public Intoxication.
- Officers were called to subjects possibly walking behind houses on Fairview Drive. The Reporting Party believed the subjects were possibly trying to get into houses. Officers did not locate anyone or any tracks in the snow.
- Officers called to a male / female Fighting in a room at the Extended Stay. Officers transported both to the station for further investigation. After arriving at the Police Station, the male half took off running and a short Foot Pursuit ensued. Two Officers deployed a taser with one of the Officer's probes sticking. The subjects was taken in to custody and charged with Interference with Official Acts. Assault charges are pending.
- Officers called to a subject claiming to be jumped at Deringers. That investigation continues. The victim was extremely intoxicated and will give a statement at a later date.
- Officers witnessed a subject being assaulted at 3rd and Main Street. The defendant completely blindsided a subject standing at the corner for no apparent reason. The victim was taken to the hospital for a possible skull fracture. The defendant was arrested and charged with Aggravated Assault and 3rd Offense Public Intoxication.
- Officers called to an Assault in progress on Maple Street. Investigation determined a male was assaulting a female and both had left prior to Officers arrival. Investigation continues.

- Officer watched as a male fell over into the street due to being highly intoxicated. Officer spoke with the male and he was arrested for Public Intoxication. The male was nearly run over in front of the Officer after he fell into oncoming traffic.
- Officers made contact with a subject in the area of 17th and Main Streets. The subject was arrested for Public Intoxication.
- Officers made contact with a subject that was urinating in the area of 4th and State Streets. The subject was cited for the incident.
- Officers were called to the Casey's Store at 6th and Main Streets for an intoxicated male inside of the store. Contact was made with the male, and he was arrested for Public Intoxication.
- Several Traffic Stops were conducted in the area of College Hill for various moving violations.
- Officers were called to assist paramedics with a Suicidal Subject. The Officers on scene assisted with getting a female into the ambulance for transport to the hospital.
- Officers were called to assist a stranded motorist on Highway 58 near Viking Road. The motorist was by herself and one of her tires blew out on her car. Officers were able to get the vehicle safely towed, and gave the stranded motorist a ride to her house.
- Officers were called to assist a stranded female. The female called after she went home with a subject and she began to feel uncomfortable being around him. The female did not have a ride, and there were no taxi cabs available. Officers made contact and gave the female a ride. The female did not need to make a report.
- Officer had a subject come in for a statement about an Assault on Saturday at Deringers. That subject was arrested for Assault.
- Officers while walking the Hill noticed a subject who was stuck in the snow and too drunk to step out of the snow. That subject was arrested for Intoxication.
- Officer stopped a vehicle for a Traffic Violation. The driver was suspended and had no insurance. The car had not been registered for several years and had a stolen sticker on the plate. The driver was cited and the vehicle was towed.
- Officer located an extremely intoxicated subject behind The Blue Room. That subject was arrested for Public Intoxication 2nd.
- Officers while on Foot Patrol, located subject at Sharky's Fun House who was extremely intoxicated. That subject was arrested for Public Intoxication.
- Officers were called to a large Fight behind Hidden Valley Apartments. Four subjects were arrested for Intoxication and Disorderly.
- Officers were called to The Social House for an intoxicated driver. When Officers arrived, bar staff had a subject who had gotten into a car that the owner had started to warm up. He attempted to take the car and ran into a parked car trying to do so. That subject was charged with Operating While Intoxicated and Operation without Owner's Consent.
- Officers were called to a residence for a No-Contact Order Violation. Male subject was located and arrested.
- Officers were called to Voodoo Lounge after hours for an extremely intoxicated subject. That subject was arrested for Public Intoxication 2nd.
- While parked at the Fight call, an Officer's vehicle was slid into by another vehicle.
- Officers dispatched to a large party at the Quarters. Officers found a party was actually in two apartments. The party was shut down and non-residents were advised to leave.
- Officers called to a subject that took a large amount of pills in an attempt to commit suicide. Officers assisted paramedics and the male went to the hospital.
- Officers handled several Accidents including some Hit-and-Runs.
- Officers called to a Loud Party at Hidden Valley Apartments. An Officer assisted the hired Officer working the complex with shutting down the party.
- Officers called to several weather related Alarms.
- Officers dealt with and arrested an intoxicated subject at The Social House.
- Officers called to a Burglary in progress at a residence on Walnut Street. The Reporting Party was watching a security camera inside the residence and could see subjects in his bed. An investigation revealed another roommate allowed the subjects to stay and didn't know they were in the other roommate's bed.

- Officers called to a Disorderly at a residence on Lincoln Street for a report of subjects fighting and a female running from the trailer.
- Officer called to a Missing Person. Daughter of the Reporting Party did not show-up at home. Reporting Party worried she was at a house on 8th Street against her will. Made contact and the extremely intoxicated adult female checked okay and wanted to be exactly where she was.
- Officers called to a Vehicle Accident involving a City plow and another vehicle. The driver of the vehicle was transported to the hospital with minor injuries.
- Officer makes a Traffic Stop at 6th and Main Street. A check of the driver confirmed he has an Outstanding Warrant out of Linn County. Subject was taken in to custody on the Warrant.
- Officers called to a Suicidal Subject. Female took handful of unknown pills. She was transported to the hospital.
- Officers found a vehicle stalled in the round-about of Highway 58 and University Avenue. Officers were able to track down the registered owner and made arrangements to have the vehicle moved right away.
- Officers were called to a male / female Disorderly. The two were divorced, but still living together. Officers were able to mediate the argument and made arrangements to have the male stay elsewhere for the evening.
- Officers were called to a female reporting Harassment from an ex-boyfriend by phone. At the scene, it was learned that the female was 10-96 (mental subject) and it couldn't be proven that it was the male harassing her. She was assisted in making the phone calls stop.
- Officers were called to a residence on Elmwood Avenue for a Domestic Assault. One subject was arrested for two counts Domestic Assault.
- Officers were called to assist the Officer at Casey's with an Operating While Intoxicated. One subject was arrested for Operating While Intoxicated.
- Officers were called to a residence on West 8th Street for a possible Stolen Vehicle. The daughter brought the car back and mom refused to charge her at this time.
- Officers completed 48-hour Violation Enforcement.
- Officer attempted to make a Traffic Stop on Highway 58. The subject refused to stop. When the subject did finally stop, he was arrested for Operating While Intoxicated.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Captain Hayes attended the monthly Family Children's Council HR Meeting.
- Investigator Copp analyzed Marijuana that had been seized by Cedar Falls Officers during arrests. The results of the test will be put in case files.
- Investigators provided Public Safety Officer coverage for a Residential Fire.
- Captain Hayes met with Mid-States Organized Crime Information Center (MOCIC) representative Noel Isaac, to go over intelligence assistance that they provide.
- Captain Hayes attended the Family Children's Council Executive Board Meeting.
- Investigators executed a Search Warrant on a residence reference a Burglary that occurred earlier this month.
- Captain Hayes attended the College Hill Neighborhood Association Meeting.
- Investigator met with an Assistant County Attorney reference a Robbery case that is scheduled for this week.
- Investigator talked with the FBI about taking a case of a Fraud case. The suspect(s) stated that they were with Publisher Clearing House and that money needed to be sent to them. The victim sent several thousands of dollars via a parcel company. Other cases like this were reported in Black Hawk County and the Federal Government is going to look into the cases since it crosses state lines.
- Investigator applied for an Arrest Warrant reference a Credit Card Fraud. The suspect used someone else's credit card to purchase items.
- Captain Hayes and School Resource Officer Ladage attended the Cedar Falls Schools Safety Committee Meeting.
- Investigators executed a Search Warrant in Butler County reference a Burglary that occurred in Cedar Falls several weeks ago.
- Four Investigators assisted with the fire and in the investigation of the Fire at 2216 Victory Drive to see if there was any criminal intent.

- Two Investigators testified in Court reference the Kay Jewelry Robbery that occurred January 2018. A male subject was arrested and was found guilty of First Degree Robbery.
- Investigators assisted in Firearms Training for the recently hired Officers.
- Two Investigators attended the monthly case review for the Child Protection Center (CPC).
- Captain Hayes attended the monthly Sexual Assault Response Team (SART) Meeting.
- Captain Hayes attended the Family Children's Council Board Meeting.
- Investigator obtained Arrest Warrants for two suspects in a Child Endangerment incident. Each is being charged with six counts (12 total) in the incident.
- Investigator met with the County Attorney reference the Robbery case that occurred at the Dollar Tree early 2018.
- Investigator met with a store owner reference a Tobacco Violation.
- Two investigators testified in court reference the Dollar Tree robbery.

Case Information For Month:

- Cases Assigned: 8
- Cases Closed Inactive: 16
- Cases Closed Exceptional: 3
- Cases To County Attorney For Review: 1
- Cases Closed By Arrest / Warrant: 3

School Resource Officer:

- School Resource Officer Ladage gave two classes on 'Internet Safety' to 5th graders at Southdale Elementary School.
- School Resource Officer Ladage assisted in Training of the new Police Officers in 'Defensive Tactics'.
- School Resource Officer Ladage went to Lincoln Elementary School on the report of a Disorderly involving a student. It was handled with no report.
- School Resource Officer Ladage went to Orchard Hill Elementary School on the report of a Disorderly involving a student. The student was sent home with his mother.
- School Resource Officer Ladage assisted with a new drop off zone for Orchard Hill Elementary School. The school was worried that there will be traffic problems with the new change.
- School Resource Officer Ladage had a mental health meeting with the Cedar Falls Schools.
- School Resource Officer Ladage spoke to six Health classes at Cedar Falls High School on 'The Dangers of Drugs'.
- School Resource Officer Ladage gave two talks to Cedar Falls High School 10th grade Health classes on 'The Effects Drugs Have On The Body'.
- School Resource Officer Ladage gave three talks to 10th grade Government classes at the Cedar Falls High School on the 4th and 5th Amendments of the Constitution.

CSI Report:

- During the month of February, Officer Belz finished purging property associated with closed cases from 2014.
- Officer Belz attended monthly In-Service Training for February.
- Officer Belz attended a Multi-Agency Crime Scene Training with the Waterloo Police Department and the Black Hawk County Sheriff's Office.
- Officer Belz helped conduct Firearms Training three times in February for new Public Safety Officers.
- Property in 251 closed cases from 2014 were destroyed.
- Property in eight closed cases from 2013 were destroyed.
- Eleven items of property were released to their owners.
- Eight items of Marijuana evidence were tested in the Crime Lab.
- Six items of evidence were taken to the State Crime Lab for processing.

Calls Requested For Assistance:

- Officer Belz assisted First Shift Officers with processing a Burglary to a building belonging to the Cedar Falls Parks Department.
- Officer Belz assisted First Shift Officers with processing a Business Burglary on Waterloo Road.
- Officer Belz assisted Third Shift Officers with processing a Business Burglary on University Avenue.
- Officer Belz assisted Detectives with the execution of a Search Warrant relating to the Business Burglary on Independence Avenue in January.

- Officer Belz attended Black Hawk County Monthly Crime Scene Training. This Training included Crime Scene Investigators from Black Hawk County, Waterloo Police Department, and Cedar Falls Police Department. The Training assists in honing skills they need when they arrive at Crime Scenes.
- Officer Belz assisted Second Shift Officers at a Residential Fire on Victory Drive.
- Officer Belz assisted First Shift Officers with processing a Burglary to a building belonging to the Cedar Falls Parks Department.

Evidence / Property:

- Evidence entered: 54
- Found property entered: 7
- Property held for safekeeping: 1
- Evidence tested for outside agencies: 0
- CD's entered by Officers: 59
- Attorney video copies: 103
- Attorney requests (not video): 6

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officers attended the Monthly Training and meeting held at the Police Department on February 12th. They received Training on response to calls dealing with mental health issues presented by Tom Eachus with Unity Point.
- Reserve Officer Erickson and Reserve Officer Kelley attended Module F Training at Hawkeye Community College. They are working toward their required Reserve Officer certification. Both Reserve Officers also took module tests during the month of February.
- Reserve Officer Kelley and Reserve Officer Erickson attended Firearms Training with the newly hired career Officers. They are working toward their Firearms Certification.
- Reserve Officers assisted with extra Patrols after a concert on University of Northern Iowa campus.
- Reserve Officer Angie Lindley resigned from the program during the month of February.
- The Reserve Unit began accepting applications and will accept them through March 8th. Those meeting the minimum standards will be invited to test on March 30th with career Officer candidates.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol with a variety of tasks during the month of February. Reserve Officers patrolled areas of town with typically busy areas including College Hill and the Parkade. They also assisted with calls for service, traffic enforcement, extra attention to parks and other areas, and transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of February, the Reserve Unit logged a total of 96.75 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Bostwick	10
Buck	15.5
Burg	7
Cross	7.25
Erickson	14.5
Griffin	2
Jaeger	14.5
Kelley	26
Wright	0
TOTAL	96.75

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams.
- Documents have been submitted for future Training.
- Officer Carman attended 'Finding the Leader in You' Training by Calibre Press at Hawkeye Community College.
- Seven member of the Major Incident Response Team (MIRT) attended a 'Trauma Course' in Independence, Iowa. The Training was conducted by members of the US Marshall's Service on responding to a traumatic injury in the field.
- February Police In-Service consisted of a presentation by Heather Hanzlick-Jaacks on Autism and Law Enforcement's interaction with autistic individuals, a presentation by Dr. Eachus on Mental Health and LE interaction with suicidal and depressed individuals, and a presentation on Human Trafficking by Sergeant Suckow of the Iowa DOT MVE.
- Officers Lechtenberg and Dougan completed their field training and began solo patrol on 3rd Shift.
- Officer's Van Horn and Mantemach started their field training on patrol.

POLICE RECORDS – Lieutenant Marty Beckner

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

POLICE STATISTICS:February 2019Total 2019

Group A Crimes

Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	0	0
Forcible Sodomy	0	0
Forcible Fondling	1	6
Robbery	0	0
Assault	14	26
Arson	0	1
Extortion / Blackmail	0	0
Burglary / B&E	7	14
Theft	14	60
Theft / Motor Vehicle	0	2
Counterfeit / Forgery	1	8
Fraud	3	14
Embezzlement	0	0
Stolen Property	1	1
Vandalism	8	21
Drug Offenses	8	24
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	0	0

Group B Crimes

Theft by Check	0	1
Disorderly Conduct	6	12
Operating While Intoxicated	9	25
Public Intoxicated / Liquor Violations	19	31
Non-Violent Family Offense	0	0
Liquor Law Violation	0	1
Peeping Tom	0	0
Runaway	1	2
Trespassing	3	4
Other Offenses	9	17

Group A Total:	57	178
Group B Total:	47	93
Total Reported Crimes:	104	271

Traffic Accidents

Fatality	0	0
Personal Injury	9	16
Property Damage	89	165
Total Reported Accidents	98	181

Driving Offenses

Driving While Barred	1	4
Driving While Suspended / Revoked	1	3
Eluding / Peace Officer	0	0
Total Driving Offenses	2	7

Alcohol/Tobacco Violations	4	12
Calls For Service	1,490	2,949
Total Arrests	58	137

CEDAR FALLS FIRE RESCUE

FEBRUARY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Green Shift):
 - Provided two Station Tours.
 - Provided one Public Relations activity.
- Station #1 (Red Shift):
 - Did one Smoke Detector Check / Installation.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 8.5 hours of Shift Duty in February.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- February Rental Inspections: 154 (Shift Personnel assisted with all of the Inspections)
- February Re-Inspections: 7

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire Training In-Service consisted of:
 - Hazardous Materials – Operations Recertification.
- Target Solutions Training Material:
 - CAPCE – Managing Multiple Casualty Incidents.
 - NFPA 1021 – Incident Scene Management.
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Ten Public Safety Officers completed their Firefighter 1 (FF1) Training class with Captain Inouye.
- The ten Public Safety Officers took their Fire Fighter 1 (FF1), HazMat Awareness and HazMat Operations tests.
- Captain Smith and Lieutenant McNamara attended ‘Preparation for Company Operations’ in Ames, Iowa by the National Fire Academy.

FIRE RECORDS – Lieutenant Marty Beckner

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

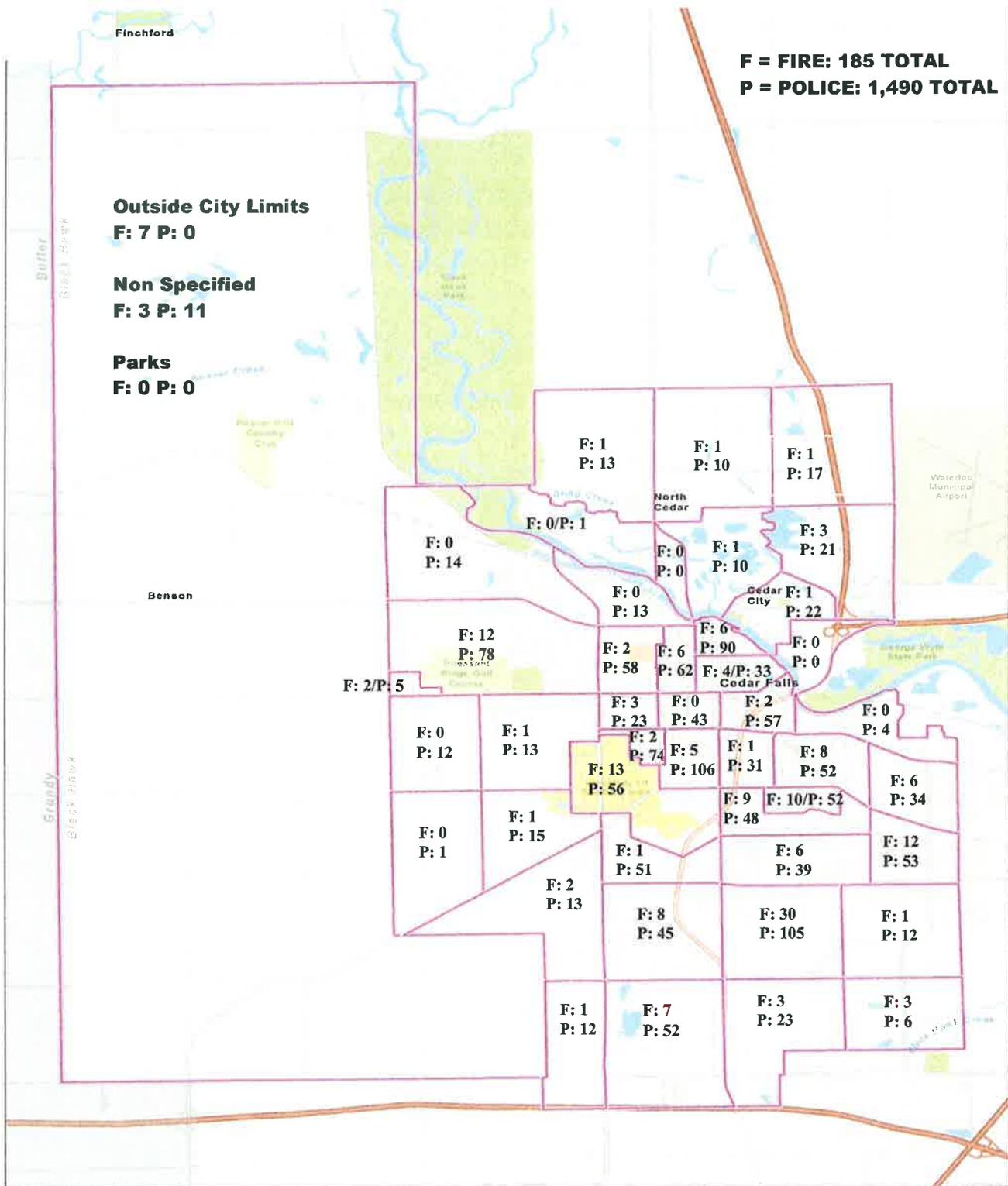
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114										
Cancelled, False Alarms, Good Intent	48	114										
Fire, Heat, Hazard, Weather Related	10	17										
Totals	159	185										

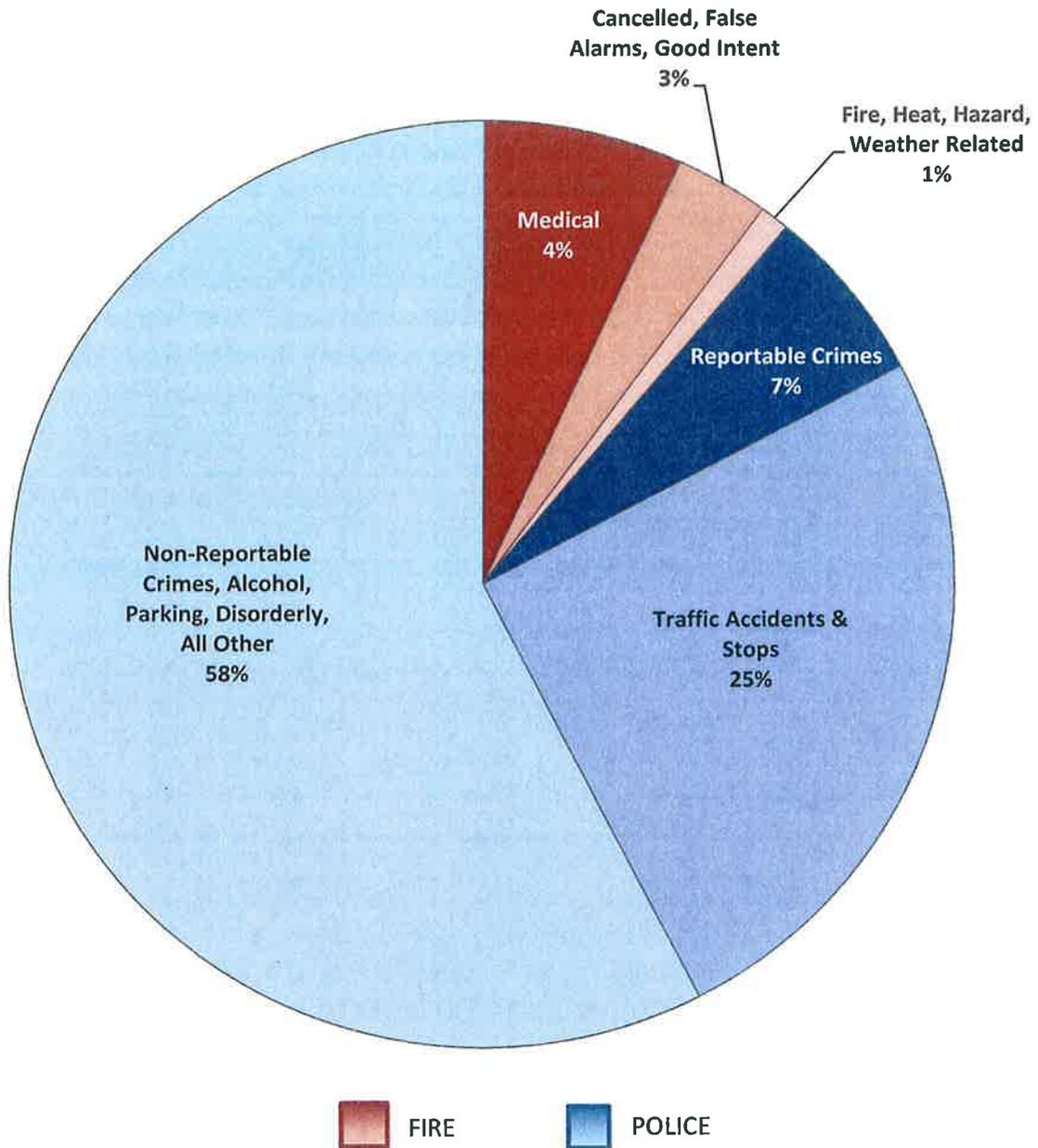
Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

Cedar Falls Public Safety Grid Map

F = FIRE: 185 TOTAL
P = POLICE: 1,490 TOTAL



Cedar Falls Public Safety Experience Survey (February)





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: March 20, 2019
SUBJECT: Berg and Ray Bequest Financial Management Policies

You may recall that upon receiving bequests from the Robert & Shirley Berg and Kathryn Ray estates for the Hearst Center, the Rec facilities and the Library, financial management policies were established and coordinated with the Cedar Falls Community Foundation. As part of those policies, the Art & Culture Board, the Park & Rec Commission and the Library Board are to submit to the Cedar Falls Community Foundation each year a summary of short and long-term program and project priorities to guide the Community Foundation on how to invest and manage the funds in terms of cash flow requirements.

Therefore, attached is the recommendation that was approved by the Library Board, the Art & Culture Board, and the Park & Rec Commission. These recommendations will then be submitted to the Cedar Falls Community Foundation for consideration.

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

Financial Plan of the Cedar Falls Public Library Regarding Funds at the Cedar Falls Community Foundation

January 1, 2019-December 31, 2019

- ❖ Short and Long Term Observations Related to Investments, Portfolio Performance, and Fund Growth:
 - Investments and Portfolio Performance – short and long term financial objectives for the investments are
 - 1. Safety – safety and preservation of principal in the overall portfolio is the foremost investment objective
 - 2. Liquidity – maintaining the necessary liquidity to match expected liabilities. In order to have funds available when needed for programs, the investments should have maturity dates that coincide with the projects that will be funded with the investments.
 - 3. Return – obtaining the best return while maintaining the safety of the investment.
 - Fund growth – Expenditures from the funds are limited to 4% of the average of the fair market values of the Fund as of December 31 of the 3 immediately preceding years. The hope is that the funds will grow at least 4% on average in order to at least maintain the principal balance.

- ❖ Fair Market Value as of December 31, 2017:
 - Building Fund: \$1,291,707.90
 - Kathryn Ray Fund: \$490,729.89
 - Robert & Shirley Berg Fund: \$1,676,829.14
 - Mary Beckman Endowment: \$64,379.56

- ❖ Anticipated Withdrawals for calendar year 2019:
 - Library Building Endowment: The disbursed income will be \$48,673.17. In 2019, the library board will seek approval for library furniture (\$20,000), a Mamava (\$16,000), a scooter (\$2500), library carts (\$2500) and miscellaneous projects (\$7,000). In addition, City administration & library staff have suggested that some CIP projects using the Building Fund be accomplished over the next several years. The library's carpet, installed in 2004, is showing signs of wear and it is anticipated that it will need replacement in the next 5-10 years (\$125,000 from Cedar Falls Community Foundation suggested by City).
 - Kathryn Ray Fund: The disbursed income will be \$18,375.67. In 2019, the library board will submit new requests for LitCon 2019 (\$14,000) and miscellaneous projects (\$4,000).

- Robert & Shirley Berg Fund: The disbursed income will be \$61,557.39. In 2019, the library board will seek approval for funding for Summer Library Program 2019 (\$26,000), Harry Potter programs (\$8,000), branding (\$8,000), Cedar Valley's Youth Read (\$3500) and miscellaneous projects (\$16,000).

- Mary G. Beckman Endowment: The fair market value at the end of 2017 was \$64,379.56 2018 income from this fund should be added to the Mary Beckman Vision Fund for use by the Cedar Falls Public Library.



James & Meryl Hearst Center for the Arts
304 West Seerley Boulevard
Cedar Falls, Iowa 50613
(319) 273-8641
www.thehearst.org



MEMORANDUM

Date: March 11, 2019

To: Jennifer Rodenbeck, Director, Finance and Business Operations

From: Cedar Falls Art and Culture Board and Heather Skeens, Supervisor

Subject: Financial Plan of the James and Meryl Hearst Center for the Arts Regarding the Robert & Shirley Berg Fund at the Cedar Falls Community Foundation

Executive Summary

As required in the distribution policy for the Robert & Shirley Berg Fund established in 2008, the Cedar Falls Art and Culture Board is hereby submitting our annual financial plan in regards to the Berg Funds.

Portfolio Performance

The Cedar Falls Community Foundation has the full confidence of the Cedar Falls Art and Culture Board. The Art and Culture Board continues to approve of its investment and portfolio decisions.

Fund Growth

The Cedar Falls Art and Culture Board is satisfied with the historical fund growth. As there are no immediate short-term plans to use the bulk of these funds, we leave it to the professional management of the Cedar Falls Community Foundation to continue current growth strategies.

Anticipated Withdrawals

As noted in the Robert and Shirley Berg Fund overview, the Cedar Falls Art and Culture Board plans to utilize the bulk of these funds for a future capital project that benefits the James and Meryl Hearst Center for the Arts. This was the original intention of the bequest and we intend to honor the donors' wishes.

It is anticipated that the bulk of the Berg Fund will be utilized in a future building expansion or new building plan that is currently being revised as part of our strategic planning process. The Cedar Falls Art and Culture Board plans to make recommendation to the Cedar Falls City Council later in 2019 regarding future capital projects at the James and Meryl Hearst Center for the Arts.

The Cedar Falls Art and Culture Board requests a minor withdrawal of \$5,000.00 to be used to directly fund public programs and exhibitions at James and Meryl Hearst Center for the Arts. Hearst staff will appropriately recognize the Robert & Shirley Berg Fund in printed materials and press releases for programs and projects where Berg funds are utilized. Bringing attention to the Berg Fund and the role legacy funds play in augmenting opportunities for community engagement in the arts will hopefully encourage others to consider donating in a similar way.

Sincerely,
Kate Brennan Hall
President, Cedar Falls Art and Culture Board



**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
RECREATION & COMMUNITY PROGRAMS DIVISION**

110 EAST 13th STREET
CEDAR FALLS, IOWA 50613
319-273-8636
FAX 319-273-8656
www.cedarfalls.com

TO: Park and Recreation Commission

FROM: Bruce Verink, Recreation & Community Programs Manager

DATE: March 1, 2019

RE: KATHRYN RAY FUND

In 2009 the City Council adopted your recommended Financial Management Policy for the Kathryn Ray Fund.

To assist the Cedar Falls Civic Foundation in managing the fund, we are to provide short and long term projections on possible needs/usage of funds. This will assist the CFCF in managing and investing the resources.

Staff has reviewed needs and projected projects from our adopted Capital Improvement Plan. At this time, we have not identified the need to use any of these funds for at least the next eighteen months. I anticipate these funds would be saved and used for an addition to the Rec Center should it be determined it is needed in the future. This could be two to four years in the future, depending on a number of variables.

Staff recommends that the Commission support staff's projected usage of these funds. Further, we recommend that this information be submitted to the City's Financial Services for review of investments prior to Council approval.

Once Financial Services provides input, the City Council will review recommendations prior to submission to the Cedar Falls Civic Foundation for approval.

This management process provides an opportunity for control and formal management of the funds and will be reviewed annually per the financial policy.

Thank you.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III 
DATE: March 25, 2019
SUBJECT: Make a Wish: Walk for Wishes
2019 Walk/Run

This office received the attached request from Make-A-Wish Iowa to place portable sign on the north side of W. 1st Street for a Walk/Run event at Gateway Park. Gateway Park will be the location of the start and finish line for the race. The event is on Saturday, April 27, 2019.

The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will advertise the Walk/Run event. If approved, the sign will be located between the Rapp Gas Station and the Little Red School house north of the recreational trail on W. 1st Street. The sign will be displayed on Wednesday, April 24th and be removed on Saturday, April 27th, the day of the race. The sign will be placed in a location that will not obstruct the vision of motorists.

The Planning and Community Services Division recommends approval to display a portable sign on April 24, 2019 through April 27, 2019 for the Walk for Wishes Event.

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

From: Melanie Tournier
Sent: Monday, March 25, 2019 4:18 PM
To: David Sturch
Subject: Make-A-Wish Walk Run Event

Mayor and City Council

The Make-A-Wish Walk/Run Family Fun Day will be held at Gateway Park in Cedar Falls on Saturday, April 27th.

The Cow with the signage on it from Randall's will be placed on first street behind the sidewalk between the Rapp Gas Station and the Little Red School House from Wednesday, April 24th- Saturday, April 27th to help promote the event.

Brian Heath from the City's Municipal Operations and Programs Department has given us permission to place the cow on the city park property.

Thank you again for all your continued support over the years in helping make wishes come true through Make-A-Wish!

Melanie Tournier
319-939-3344



*I wish to go
to Hawaii*

Grace, 13
cystic fibrosis



Walk for Wishes®

Gateway Park, Cedar Falls- April 27, 2019

**Register Today for the Walk for Wishes
Superhero 5k and Family Fun Day!**

Be a hero for Cedar Valley wish kiddos by running or walking at the Walk for Wishes Superhero 5k and Family Fun Day on April 27.

Registration \$30 - includes one Dri-Fit Walk for Wishes t-shirt. Register and donate by April 12 to guarantee t-shirt size.

*Registration 8:30 AM
Event Start Time 9:30 AM*

iowa.wish.org
800.797.WISH

1. *Register. Sign up today and invite friends, family and colleagues to join your team.*
2. *Fundraise. Tell people why you are supporting Make-A-Wish and ask for their support. Make it personal to make it powerful.*
3. *Walk. See the Make-A-Wish mission come to life and celebrate your fundraising success on Walk Day.*

**We believe a single
wish transforms
lives.**

Make-A-Wish®
IOWA

**WALK
FOR WISHES®**



Walk for Wishes®

Gateway Park, Cedar Falls- April 27, 2019

YES, we will support Make-A-Wish® Iowa at the 2019 Walk for Wishes®:

Company Name _____

Contact Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email _____

Share the Power of a Wish®
Presenting Sponsor - \$1,500

Route Sponsor - \$1,000

Water Station Sponsor - \$500

Shooting Star Sponsor - \$250

The Make-A-Wish Foundation® of Iowa is exempt under Section 501(c) (3) of the Internal Revenue Code, making this gift tax deductible.

Acknowledged by:

Sponsor Representative Date

Make-A-Wish® Representative Date

SPONSORSHIP OPTIONS

Share the Power of a Wish®
Presenting Sponsor - \$1,500

- Designated as “Presenting Sponsor” on event materials including website and social media
- Company may set-up promotional tent/ table at the event.
- Banner – provided by company at registration and/or along route.
- Company name/logo featured as “Presenting Sponsor” on all t-shirts.

Route Sponsor - \$1,000

- Company name/logo designated as “Route Sponsor” on event materials including website and social media.
- Logo on second tier on event t-shirts.

Water Station Sponsor- \$500

- Company name/logo designated as “Water Sponsor” on event materials including website and social media.
- Logo on event t-shirts

Shooting Star Sponsor- \$250

- Logo on event t-shirts





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: March 22, 2019
Re: Special Event Related Requests

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

- a) Street closures, Downtown Show and Shine, May 5, 2019.



CEDAR FALLS POLICE DEPARTMENT

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

319-273-8612



MEMORANDUM

To: Director Olson
From: Lieutenant Heuer
Date: 03/19/2019
Re: Road Closure Request

The Downtown Show and Shine Committee and Community Main Street are requesting the closure of Main Street from W 1st Street to W 6th Street and the alleys on the East side of Main St at 2nd, 3rd, and 4th Streets on Sunday, May 5th from 0800 to 1700 for their 3rd annual event.

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 1st 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
CFPD





310 East 4th Street
Cedar Falls, IA 50613

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

**2018-2019
Board of Directors:**

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

March 5, 2019

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

Dear Chief Olson,

On behalf of the Downtown Show & Shine Committee and Community Main Street, I am requesting the closure of Main Street from 1st Street up to 6th Streets and to the allies on the East side of Main at 2nd, 3rd and 4th Streets during the 3rd Downtown Show & Shine on Sunday, May 5th in the Cedar Falls Downtown District.

We would like to request the closures of the streets from 8AM-5:00PM. We would also like to request that you post "No Parking from 8AM-5:00PM" signs on Main Street throughout the road closure. We would also request that there be "no turning" signs posted on 1st Street for drivers heading East or West to be aware that Main Street is closed for an event.

The Downtown Show & Shine cars will begin to arrive at 10:30 and show their cars and bikes until 4:00 that day.

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

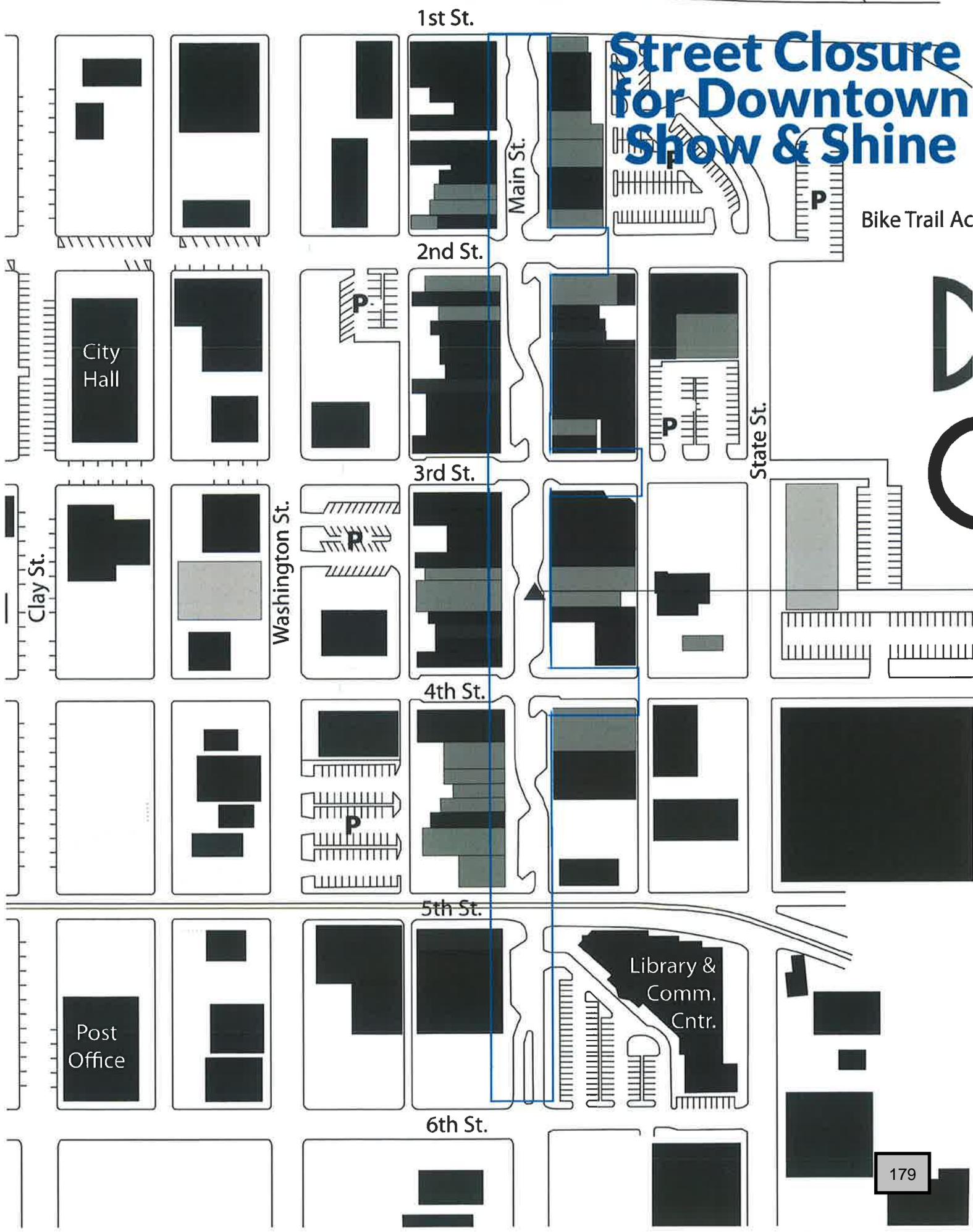
Best regards,

Carol Lilly
Director
Community Main Street

Kim Bear
Events and Promotions Coordinator
Community Main Street



Street Closure for Downtown Show & Shine



Bike Trail Access

City Hall

Clay St.

Washington St.

Main St.

State St.

1st St.

2nd St.

3rd St.

4th St.

5th St.

6th St.

Library & Comm. Cntr.

Post Office



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: March 28, 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) Lark Brewing, Deringer's Public Parlor & The Stuffed Olive, 314 Main Street, Class C liquor & outdoor service - sidewalk café.
- b) Luxe Nail Bar, 5907 University Avenue, Class C liquor - new.

RESOLUTION NO. 6125

RESOLUTION DECLARING SURPLUS FUNDS AND AUTHORIZING THE PERMANENT TRANSFER OF FUNDS FROM THE MUNICIPAL ELECTRIC AND GAS UTILITIES TO THE CITY OF CEDAR FALLS

Whereas, in accordance with Resolution No. 6027, the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, have determined that there are surplus funds available in the Municipal Electric and Gas Utilities; and

Whereas, the Boards of Trustees have further determined that a transfer of surplus funds from the Municipal Electric and Gas Utilities should be made to the City of Cedar Falls, Iowa, in accordance with Section 384.89 of the Code of Iowa; and

Whereas, the Boards of Trustees have chosen to direct said transferred funds to the City of Cedar Falls' General Fund and its Economic Development Fund, as outlined below; and

Whereas, said transfer of surplus funds is to be permanent; and

Whereas, in accordance with Section 384.89 of the Code of Iowa, said transfer of surplus funds is subject to the approval of the Cedar Falls City Council.

Now, Therefore, Be It Resolved by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, as follows:

- 1. That the sum of \$3,107,237.00 shall be transferred from the surplus funds of the Municipal Electric Utility and the sum of \$265,444.00 shall be transferred from the surplus funds of the Municipal Gas Utility to the General Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving said transfer by resolution, and said approving resolution being certified to these Boards of Trustees.
2. That the sum of \$15,750.00 shall be transferred from the surplus funds of the Municipal Electric Utility and the sum of \$14,250.00 shall be transferred from the surplus funds of the Municipal Gas Utility to the Economic Development Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving said transfer by resolution, and said approving resolution being certified to these Boards of Trustees.
3. The Director of Finance & Organizational Services of the Municipal Electric and Gas Utilities is directed to make proper entries in the books of said Utilities and to notify the City Clerk of this transfer when properly approved as herein required, and shall accompany said notification with a copy of this Resolution.

Introduced and Adopted this 13th day of March, 2019.

Attest:

Craig A. Johnson - Chair

Richard L. McAlister - Secretary

The above Resolution was moved by Trustee Soneson and seconded by Trustee Taylor. Upon call of the roll the following Trustees voted:

Aye: Johnson, Taylor, McAlister, Engel, Soneson
Nay: None
Absent: None

I hereby certify the above to be a true and correct copy of Resolution No.6125 passed by the Boards of Trustees of the Municipal Electric and Gas Utilities of the City of Cedar Falls, Iowa, on the 13th day of March, 2019.

Craig A. Johnson - Chair

EASEMENT AGREEMENT

EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN THE CITY OF CEDAR FALLS, IOWA, CVP PROPERTIES, LANDLORD, AND PC MAIN, LLC, TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC RIGHT-OF-WAY LOCATED AT 314 MAIN STREET, CEDAR FALLS, IOWA

This Agreement is made among Landlord, CVP PROPERTIES, and Tenant, PC MAIN, LLC ("Applicant"), and the City of Cedar Falls, Iowa, a municipal corporation.

WHEREAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within the City of Cedar Falls, Iowa; and

WHEREAS, Applicant has applied for temporary use of the public right-of-way as a sidewalk café; and

WHEREAS, Applicant has elected as follows with respect to such sidewalk café: [check either Box (a) or (b); and either Box (c) or (d); and either Box (e) or (f)]

- (a) Fencing, ropes or other rigid structure not attached to the public sidewalk; or
- (b) Fencing, ropes or other rigid structure attached to the public sidewalk and approved by the Director of Municipal Operations & Programs.
- (c) all sidewalk café elements shall be moved inside the building each night; or
- (d) all sidewalk café elements shall be secured each night.
- (e) Applicant shall operate the sidewalk café area during the period of April 1 to November 15 each year; or
- (f) Applicant shall operate the sidewalk café area during the months of APRIL through OCTOBER each year.

WHEREAS, so long as said proposed use is consistent with the conditions set forth in this Agreement, and in Division 2, Article III, of Chapter 23 of the Cedar Falls Code of Ordinances, said use is in the public interest.

WHEREAS, in mutual consideration of the promises herein, Applicant and City agree as follows:

1. Landlord CVP PROPERTIES owns certain real estate abutting the public right-of-way located in Cedar Falls, Iowa, at the following street address: 314 MAIN ST. Street, Cedar Falls, Iowa; and Landlord has given Applicant/Tenant permission to operate a sidewalk café thereon as herein provided.
2. Applicant/Tenant PC MAIN, LLC LARK BREWING (hereinafter "Applicant") occupies said real estate abutting the public right-of-way located at said street address, and wishes to use a portion of said right-of-way for location and operation of a sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be made without the prior written consent of both parties to be attached hereto as a formal written addendum.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 23 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 23-72 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 23-66 through 23-75, of Article III, Obstructions, of Chapter 23, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 19 day of MARCH, 2019.

APPLICANT/TENANT
PC MAIN, LLC DBA LARK BREWING

(Name of Entity)

By [Signature]
(Name)

PRESIDENT
(Title)

APPLICANT/LANDLORD

(Name of Entity)

By CVP PROPERTIES
(Name)

MANAGER
(Title)

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 19 day of March, 2019, by Darin Beck (name of person) as President (title) of PC Main, LLC dba Lark Brewing
Applicant/Tenant

My Commission Expires:

July 1, 2021

Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 19 day of March, 2019, by Scott Hirschman (name of person) as Manager (title) of CVP Properties
Applicant/Landlord

My Commission Expires:

July 1, 2021

Notary Public in and for the State of Iowa



CITY OF CEDAR FALLS, IOWA

By James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

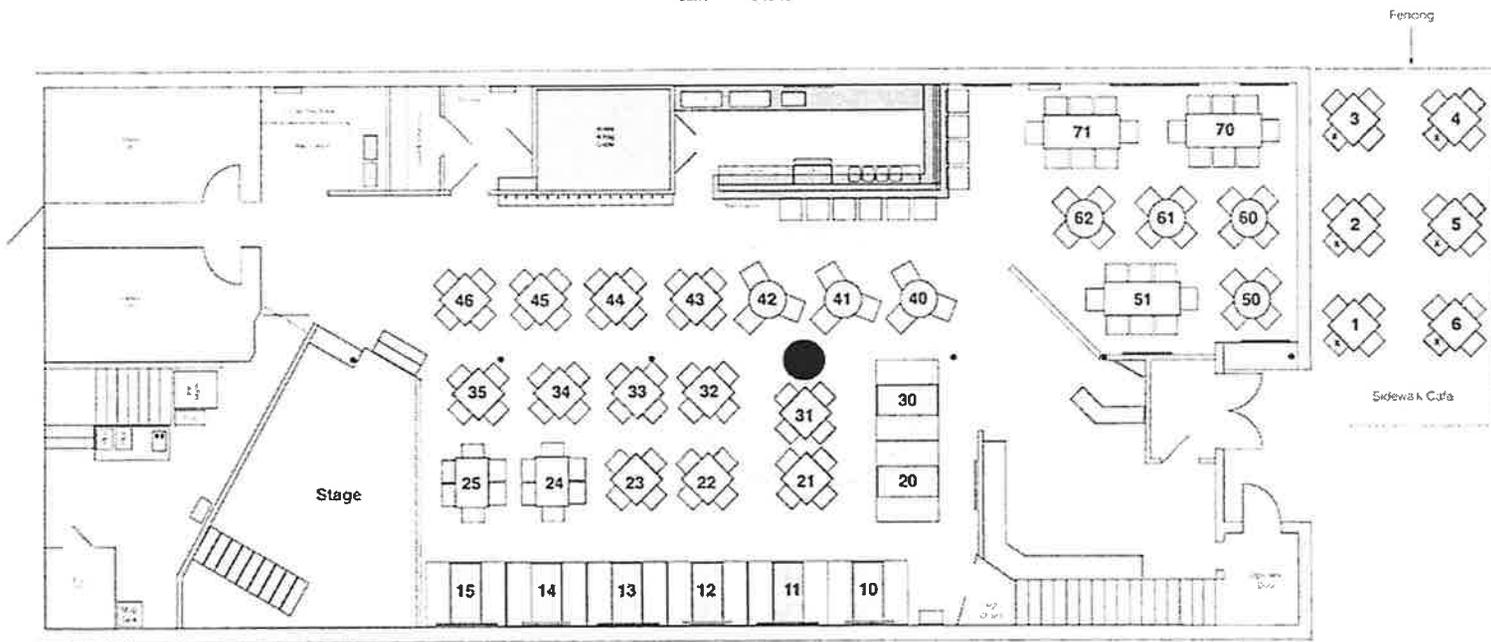
This instrument was acknowledged before me on this _____ day of _____, 20____, by James P. Brown, Mayor and Jacqueline Danielsen, City Clerk, of the City of Cedar Falls, Iowa

My Commission Expires:

Notary Public in and for the State of Iowa

Lark Brewing

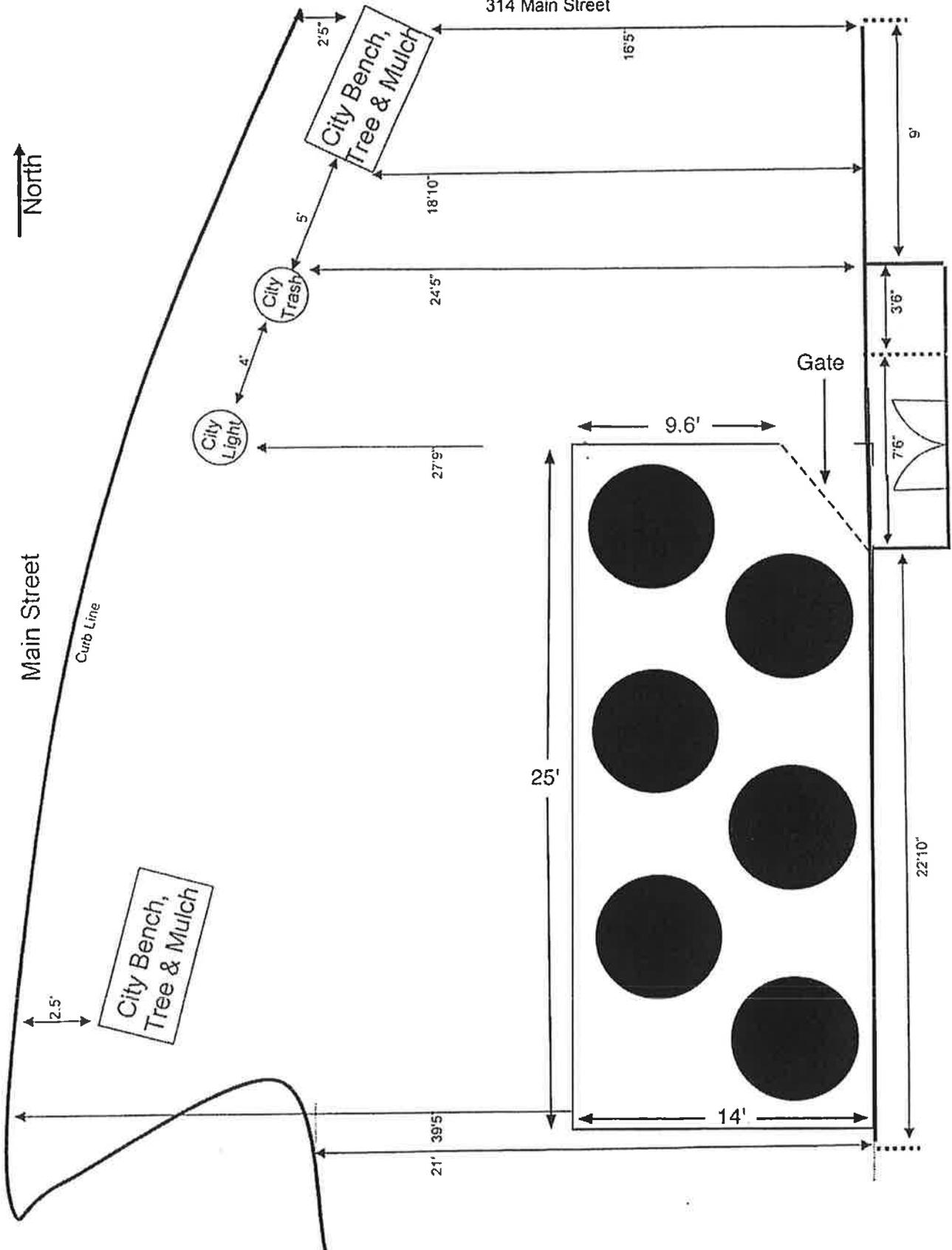
Owner: PC Management, LLC
Address: 4027 University Ave - CF
Contact: Daria Bech / 239-9994
Business: Lark Brewing with Sidewalk Cafe
Address: 312 - 318 Main St. - 1st Floor
City: Cedar Falls - Iowa
Scale: 1/4 inch = 1 ft.
Date: 3-15-19



Proposed Outdoor Service Area (Sidewalk Café)

LARK BREWING

Exhibit A





DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

PUBLIC WORKS/PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor James P. Brown and Cedar Falls City Council
FROM: Mark Ripplinger, Director, Municipal Operations & Programs
DATE: March 27, 2019
SUBJECT: Gold Star Family Monument Request – Veteran’s Memorial Park

On October 1, 2018, the Cedar Falls City Council approved placing a Gold Star Family Memorial Monument (GSFMM) at Veteran’s Memorial Park subject to appropriate location and fundraising.

The purpose of the memorial monument is to honor Gold Star Families, preserve the memory of the fallen, and stand as a stark reminder that Freedom is not free. The black granite monument features two sides. One side bears the words: Gold Star Families Memorial Monument, a tribute to Gold Star Families and Relatives who have sacrificed a Loved One for our Freedom. The other side tells a story through the four granite panels: Homeland, Family, Patriot, and Sacrifice. The scenes on each panel are a reflection of each community’s Gold Star Families and their fallen Heroes. At the center of this tribute is the most distinct feature of the monument, the cut out which represents the loved one who paid the ultimate sacrifice in the name of Freedom.

At their March 14, 2019 Park and Recreation Commission meeting, the commission reviewed a site concept plan and cost a preliminary cost estimate for the project. Following all questions, the commission approved proceeding with the fundraising portion of the project based on the concept provided by Matthias Landscaping. Part of the recommendation from the commission included that no construction would proceed on the site until the funding for the monument portion of the project (\$40,000) was received.

The Department of Municipal Operations and Programs recommends that the Gold Star Family Memorial Monument concept plans and preliminary cost estimate be approved as recommended by the Park & Recreation Commission. Feel free to contact me if you have questions or comments.



CEDAR FALLS PARK & RECREATION COMMISSION

110 E. 13th Street Cedar Falls, IA 50613

PARK AND RECREATION COMMISSION

Minutes

March 7, 2019

- I. Meeting was called to order at 4:30 pm
- II. Roll Call:

Present: Blanchard, Bowman, Nixon, Mattfeld, Struck
Absent: Lilly, Stalnaker
Staff: Ripplinger, Verink, Frost
- III. Introduction of Guests
 - Mike Butler – Gold Star Family Memorial Monument project.
- IV. Minutes of February 11, 2019
 - Motion by Mattfeld 2nd by Blanchard. Approved 5-0.
- V. Correspondence
 - None
- VI. Agenda Revisions and Public Forum
 - None
- VII. Commission Feedback – Questions, Comments
 - Struck commented on the Courier article about the Historical Society exhibit: Cedar Falls Parks & Recreation history.
 - Nixon had a question from a citizen regarding pre-purchased cemetery plots and who to contact regarding burial and headstone placement permission. Ripplinger responded that the family members have to sign off that it is okay for this person to have a headstone placed on the grave. Once a plot is purchased it becomes property of the purchaser and the City will not buy it back.
 - Mattfeld questioned burial plots that have been deeded to the AMVETS and to be used for indigent veterans.
 - Mattfeld questioned stand-alone indoor pool facility. Verink answered that it has been looked at and preliminary estimates were in the 30 million dollar range.
 - Mattfeld curious how IBL is doing. Ripplinger and Verink answered that the number are decreasing.
- VIII. Unfinished Business
 - A. Rec Center RFP Update

- Verink reported that three companies responded to the RFP that is asking for consulting information to find the operation and facility future needs of the Recreation Center. The deadline was Tuesday so they have not had a chance to really dig into the information in the RFP proposals that have been received. A committee will sort through the details and find which RFP may fit our needs.

B. Gold Star Family Memorial Monument

- The Commission had chosen Alternate B as the site they preferred. At least \$40,000 in fundraising must be met before plans move forward on construction. Mr. Butler was in attendance to answer any questions.
- Mattfeld was concerned about possible vandalism or tipping of monument. Butler reported that the monument will be approximately 15,000 pounds and hopefully that will make it harder to tip. Butler added that intentions are to put a light and camera near the monument as they did with the Freedom Rock to help with protection.
- Bowman was concerned about Black Maples that will need to be removed. Ripplinger responded that if possible they will be moved to another location.
- Ripplinger also reported that they are looking at moving and refurbishing the eternal flame from City Hall when a statue of former Mayor Crews is installed.
- Mattfeld commented that he hopes it gets to a point that is enough as not to make the area look too full.
- Motion by Bowman 2nd by Mattfeld to endorse the conceptual plan for the Gold Star Family Memorial Monument. Approved 5-0.

C. Peter Melendy Update

- Construction in the park has required it be refurbished after the levee project is complete. The family of the original Eagle Scout project would like to see the park returned to the former landscaping. Matthias landscaping is working on a plan to refurbish the park. If brick is installed could match what is being considered for the update on the parkade pavers. Benches will be installed and the walkway will be elevated so people can look over the flood wall to the river. Staff will meet with Community Main Street about options to continue to use the area for the seasonal Christmas tree.

IX. New Business

A. Katheryn Ray Fund

- The Community Foundation holds and invests money that has been donated for City improvement. The Katheryn Ray fund is for improvements for recreation and art. Each year staff looks to see if any of those funds are needed and that helps the Foundation decide how to invest those monies and remember what they are being held for. Verink submitted a memo stating that those funds are not needed at least for the next eighteen months.
- Motion by Blanchard 2nd by Bowman to keep the funds in investment. Approved 5-0.

X. Reports

A. Recreation

- Thank you to Brian Heath and staff for clearing the Rec parking lot of snow
- Summer applications still coming in
- Pool has 100 apps for 70 positions at this time

- Interviews for Rec and Pool positions begin next week
- Weather has been an issue for programs that we hold
- Spring Swim Lessons ongoing
- Adult Softball registration ongoing
- New Friday Adult Softball leagues being offered
- Questions regarding resetting program start dates for summer programs
- Wrecking Crew has double the numbers from last year
- Indoor Park going well
- Lifeguard training & recertification end of month
- Schools want an impact statement regarding effects of closing Peet pool

B. Park/Director

- 2019 Work Plan was endorsed by City Council
- City Council also endorsed the E-Bikes on trails and approved Class I, II and III. The current ordinance will be modified to accommodate allowing e-bikes on the recreation trail.
- Evaluations are ready to give to staff
- EAB removal has gotten behind because of the snow removal
- Steve Ravn retiring from Public Works after 46+ years
- Pettersen Plaza fundraising has started
- Ripplinger's position will be advertised soon with hopes of having someone on board around July. After reorganization, the Recreation & Community Programs Division will be under Community Development and the Public Works & Parks Division under the new Public Works Department

XI. Agenda Items - Next Meeting

- TBD

XII. Next Meeting

- April 11, 2019, 4:30 p.m.

XIII. Meeting was adjourned at 5:35 pm.

Location Map GSFMM

Legend

 Veterans Memorial Park

Alternate "A"

Alternate "B"

192

Google Earth

© 2013 Google



100 ft



Alternate “B” Location



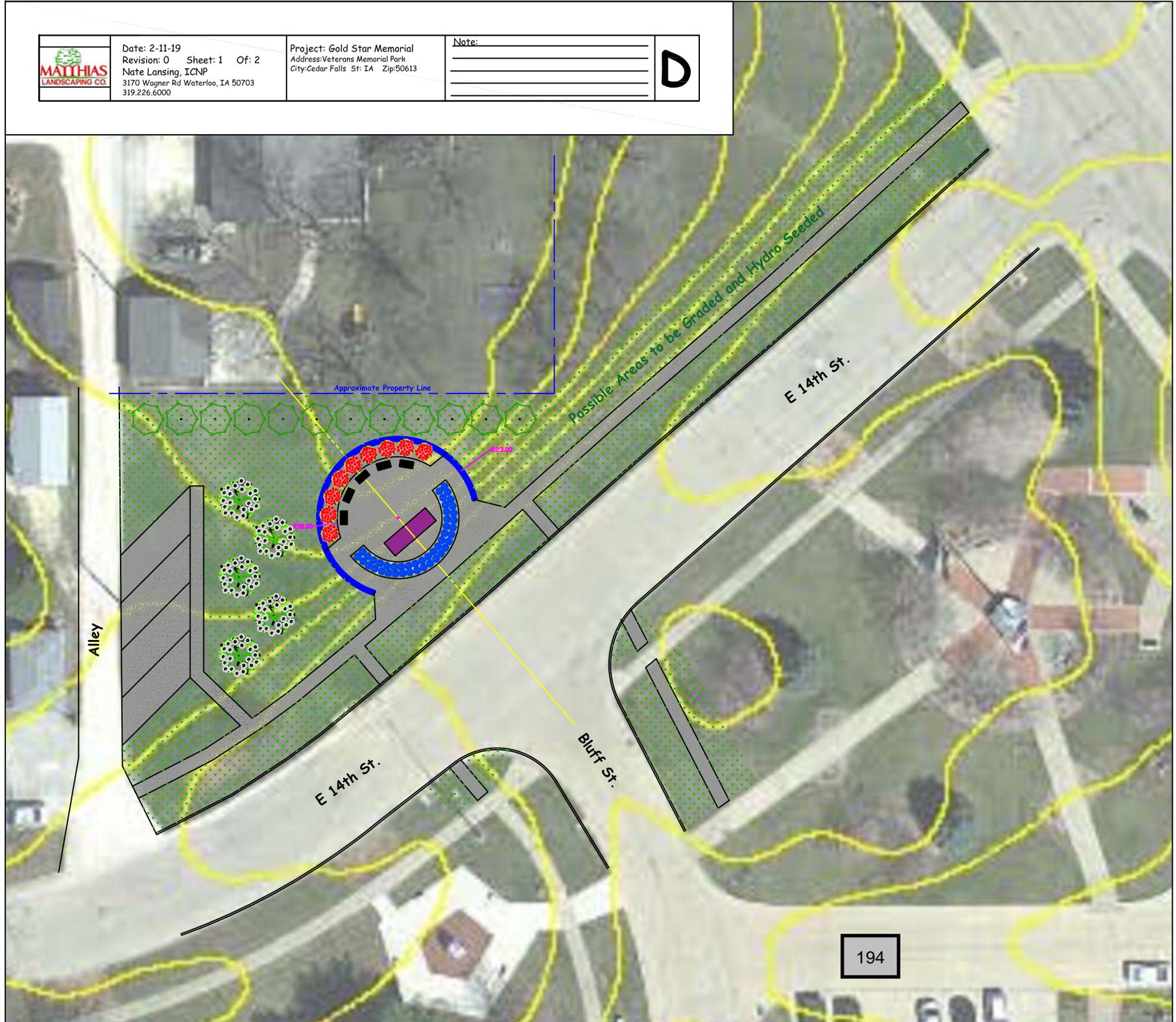


Date: 2-11-19
Revision: 0 Sheet: 1 Of: 2
Nate Lansing, ICNP
3170 Wagner Rd Waterloo, IA 50703
319.226.6000

Project: Gold Star Memorial
Address: Veterans Memorial Park
City: Cedar Falls St: IA Zip: 50613

Note:

D



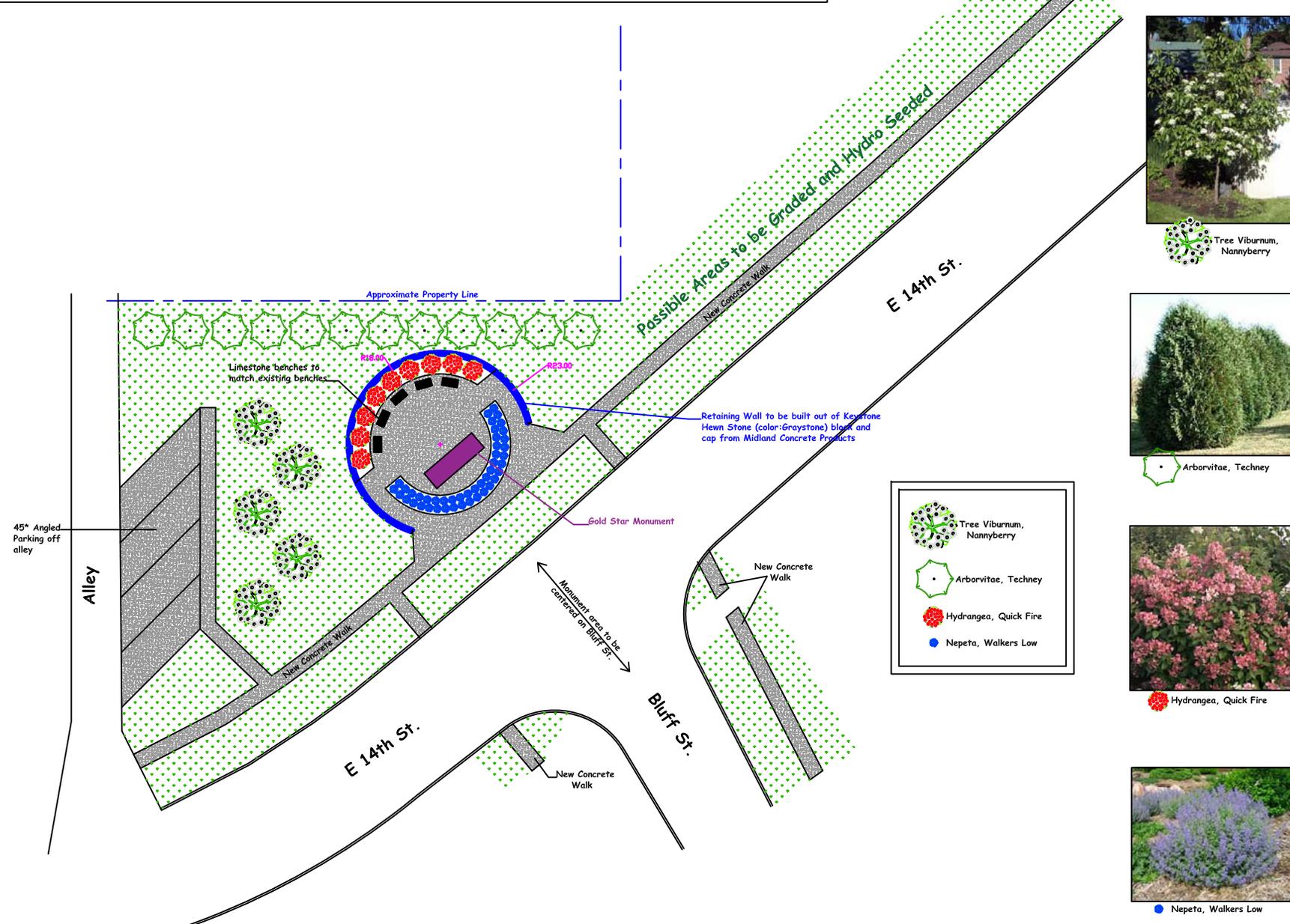


Date: 2-11-19
 Revision: 0 Sheet: 2 Of: 2
 Nate Lansing, ICNP
 3170 Wagner Rd Waterloo, IA 50703
 319.226.6000

Project: Gold Star Memorial
 Address: Veterans Memorial Park
 City: Cedar Falls St: IA Zip: 50613

Note:

D



Tree Viburnum, Nannyberry



Arborvitae, Techney



Hydrangea, Quick Fire



Nepeta, Walkers Low

	Tree Viburnum, Nannyberry
	Arborvitae, Techney
	Hydrangea, Quick Fire
	Nepeta, Walkers Low

Gold Star Family Memorial Monument

3/27/2019

Preliminary Cost Estimate

Item	Cost	Responsibility
Monument	\$40,000	Contractor
Excavation	\$5,000	Contractor or City
Concrete for Monument	\$10,000	Contractor
Concrete for City Sidewalk	\$7,500	Contractor or City
Concrete for Parking area	\$7,500	Contractor or City
Rough Grade	\$3,000	Contractor or City
Retaining Wall	\$13,000	Contractor
Limestone Seating	\$1,000	Contractor or City
Plants and Labor	\$6,650	Contractor
Lighting	\$5,000	Contractor
Seeding	\$3,200	Contractor
Plans and specs	\$1,200	Contractor
Project Total	\$103,050	

RESOLUTION NO. 21,291

RESOLUTION APPROVING AND AUTHORIZING PLACEMENT OF A GOLD STAR FAMILY MONUMENT IN VETERANS MEMORIAL PARK

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing placement of a Gold Star Family monument in Veterans Memorial Park, subject to funding by private donations, as recommended by the Parks and Recreation Commission, and

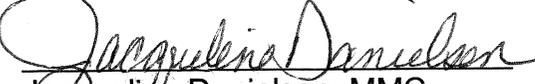
WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize placement of said monument.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that placement of said monument is hereby approved, subject to funding by private donations.

ADOPTED this 1st day of October, 2018.


James P. Brown, Mayor

ATTEST:


Jacqueline Danielsen, MMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Lisa Ahern, Planner I
DATE: March 25, 2019
SUBJECT: Amendment to Bylaws

INTRODUCTION

The Cedar Falls Housing Commission provides assistance to the City Council concerning the housing needs of low-income, elderly and disabled households and makes recommendations for addressing these needs. This Board is governed by a set of Bylaws which were adopted in July 1994.

ANALYSIS

Bylaws of the Housing Commission have not been updated since they were originally adopted. The Housing Commission met on February 12, 2019 to review the current bylaws and propose changes.

- **Officer Positions:** Executive officer positions currently include a Chairman, Vice Chairman, and Secretary. City staff currently perform all secretary duties of the Commission. Commission members felt the officer position was no longer needed. It was, therefore, proposed to strike references to the Secretary position found in Article II, Section 2 and from Article III, Section 2.(c).
- **Budget:** The Bylaws set forth a requirement for the Commission to submit an annual budget for its own operation and for the operation of housing programs. The Housing Commission has no operating expenses and does not submit budgets for housing programs. It was, therefore, recommended to strike Article III, Section 4.
- **Appeal Hearings:** The Bylaws allow for the Housing Commission to hear appeals from a client against the action of staff. It was recommended that this section be removed, because other appeal processes are in place for citizens, including the Civil Rights Commission. Therefore, the Commission recommended striking Article III, Section 5.

RECOMMENDATION

The Commission voted to adopt the attached bylaws. It was unanimously approved by all present and voting.

Attachments:

Bylaws – Redline Version

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

BY-LAWS CEDAR FALLS HOUSING COMMISSION

Article I. General Matters

- Section 1. The name of this Commission is: The Housing Commission of Cedar Falls.
- Section 2. The purposes of this Commission are:
- a. To provide assistance to the City Council concerning the housing needs of low-income families and handicapped and elderly persons in the City.
 - b. To undertake special projects for meeting the housing needs of low-income, handicapped and elderly persons.
 - c. To initiate, examine and receive proposals for the improvement of housing conditions in the City and, when necessary, make specific recommendations regarding such to the City Council.
- Section 3. All Commissioners serve without compensation.

Article II. Organization

- Section 1. Membership. The Commission shall consist of seven members appointed by the Mayor and approved by the City Council for two year terms. Minimum qualifications for membership on the Commission shall be:
- a. At least 18 years of age.
 - b. A full-time resident within the Corporate limits of the City of Cedar Falls.
- Section 2. Officers. The officers of the Commission shall consist of a Chairman and, Vice-Chairman ~~and a Secretary~~. The term of office shall be one (1) year.
- Section 3. Meetings. There shall be a regular meeting once a month and special meetings may be called at other times.
- Section 4. Vacancies. Vacancies in the Commission are to be filled through appointment by the Mayor, with the approval of the City Council.

Article III. Operations

Section 1. **Election of Officers.** Nominations are to be made at the January meeting, the election to occur at the February meeting, terms to start immediately after the election.

Section 2. **Duties of Officers.**

- a. The Chairman shall be the executive officer of the Commission and shall preside at all meetings, appoint committee members (with approval of the Commission), act as ex-officio at all committee meetings, call special meetings, etc.
- b. The Vice-Chairman shall act in place of the Chairman in the event the latter is absent or incapacitated.
- c. ~~The Secretary is responsible for recording the minutes in the event that the staff person who does this is not present and for acting Chairman, if both Chairman and Vice-Chairman are absent or incapacitated.~~

Section 3. **Meetings.**

- a. If it becomes impossible for any reason to hold a regular meeting at the regular time, the meeting shall be reset at another time the same month, provided that reasonable notice is given.
- b. Special meetings may be called by the Chairman or by any three Commissioners, whose names shall be on the call. Commissioners shall have a reasonable notice of a special meeting.
- c. A quorum consists of a total of four members present.
- d. If there is no elected person to perform the duties of an office at a particular meeting, the Commissioners present shall select a member to perform that office for that meeting.

~~Section 4. **Budget.** The Commissioner shall submit each year, before the January meeting, its estimate of fiscal needs:~~

~~a. To the office of the Mayor, for its own operation.~~

~~b. To the City Council for housing rehabilitation and other housing programs.~~

~~Section 5. **Appeal Hearings.** An appeal by a client against an action of the staff shall be heard before at least one member of the Commission at a special meeting called for that purpose. Further appeal against the decision of the Commission after an Appeal Hearing may be made to the City Council.~~

Section ~~4~~**6.** **Rules of Order.** The Commission shall adopt such rules for the conduct of its business as it sees fit, including the selection of a published guide, if it so desires.

Article IV. Amendment

Section 1. These By-Laws may be recommended for amendment at any regular meeting, provided that such amendment was included in the call for the meeting. A simple majority of the total membership is necessary for adoption of such recommendation to the City Council.

ADOPTED this 11th day of July, 1994.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING REVISIONS TO THE HOUSING
COMMISSION BYLAWS**

WHEREAS, the Cedar Falls Housing Commission provides assistance to the City Council concerning the housing needs of low-income, elderly and disabled households and makes recommendations for addressing these needs.

WHEREAS, this Housing Commission is governed by a set of Bylaws which were originally adopted in July 1994 and have not been updated since this time.

WHEREAS, the Housing Commission reviewed the current bylaws during its February 12, 2019 meeting and proposed changes to better reflect the officer positions and scope of duties performed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the revised Bylaws of the Cedar Falls Housing Commission are hereby approved and adopted.

ADOPTED this 1st day of April, 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
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: March 27, 2019
SUBJECT: W. 1st Street Reconstruction Project - Property Acquisitions
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. 1st 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 utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
72	PJ Iowa, LC	1322 W. 1 st Street	Relocation Reimbursement

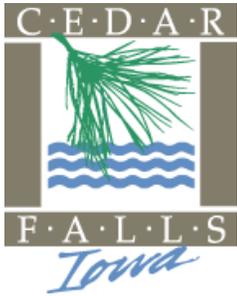
The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right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

Staff recommends that the City Council state their support in the form of a resolution approving

the acquisitions and authorize the Mayor to execute the agreements for the W. 1st Street reconstruction project.

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

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 27, 2019

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

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

This project requires an updated temporary easement from one property in order to complete the repairs to the Levee/Floodwall System for the 2019 construction season. The Temporary Easement Agreement is attached for review. This easement is part of River Place Third Addition, Lot 3 in the City of Cedar Falls, Black Hawk County, Iowa.

The Engineering Division recommends that the Temporary Easement Agreement with River Place Properties, LC. be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

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

TEMPORARY EASEMENT

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

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

See Exhibit "A"

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

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

EXHIBIT "A"

Right of Way Acquisition Plat Levee/Floodwall System Improvements

City Proj. No. FL-000-1975

TEMPORARY EASEMENT



TEMPORARY EASEMENT:

All of River Place Third Addition, Lot 3 in the City of Cedar Falls, Black Hawk County, Iowa.



This plat has been compiled from record information and is not the result of a field survey.

Owner

STATE STREET MIXED USE LC,
200 STATE STREET 200-Z
CEDAR FALLS, IA 50613

Parcel No. : 1
891412253046

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR ENGINEERING DIVISION



CITY OF CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606

209

CITIZENS ARE OUR BUSINESS™

JCH

CHECKED BY: CS

Last Update: February 12, 2018 4:54 PM

SHEET NO.

1

TOTAL SHEETS

1



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 28, 2019

SUBJECT: Fiber Optic License Agreement
Aureon Network Services
Greenhill Road

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend services owned by Aureon Network Services along Greenhill Road.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

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

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S West Des Moines, Iowa 50266, hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting near the intersection of Hudson Road and Greenhill Road, and then extending east along Greenhill Road to South Main Street, then south along South Main Street to Bluebell Road, then east for approximately 310 feet along Bluebell Road in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately 6,140 linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or

entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of two-inch (2") inch High Density Polyethylene ("HDPE") with forty-eight (48) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 22nd day of January, 2019, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$12,300.00 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$300.00 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City

in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee

to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Community Development Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs,

whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or

- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall

not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Community Development Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
-----------------	---

If to Licensee:	Aureon Network Services Attn: Jeff Klocko 7760 Office Plaza Dr. S West Des Moines, Iowa 50266
-----------------	--

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 25th day of March, 2019.

Aurion Network Services
By Peter McKenna

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown

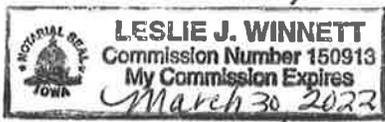
LICENSEE

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF Iowa)
COUNTY OF Dallas)

This instrument was acknowledged before me on March 25, 2019, by Peter M. Kenne, the Director of Network Operations of Town Network Services, Inc. dba Aurion Network Services.



Leslie J. Winnett
Notary Public in and for said State Iowa

My Commission Expires:
March 30, 2022

STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2019,
by James P. Brown, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the
City of Cedar Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

EXHIBIT "A"

Description of Route of Aureon (INS) System

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 96 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, twenty-four (24") inches below public storm sewers and public culverts, and forty-eight (48") inches "plan depths" in grassed areas. The service being provided is a Long-Distance Telecommunication System to connect to Ethernet with service owned by Fareway. The route of the facility shall be as follows:

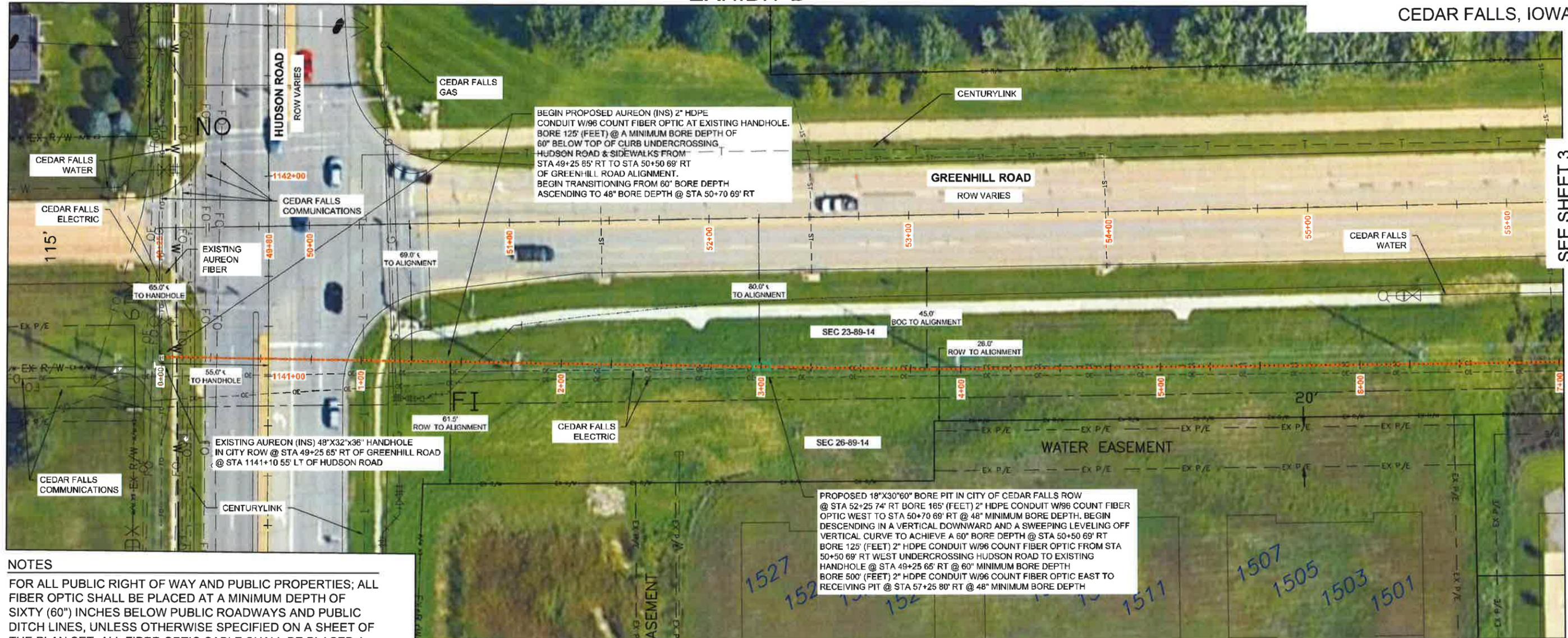
In general terms, within the west right-of-way of Hudson Road, south right-of-way of West Greenhill Road (and crossing "jointly held" right-of-way of Hwy 58 with the south right-of-way of West Greenhill Road), west right-of-way of South Main Street Road, and north right-of-way of Bluebell Road and more particularly as follows:

1. The facility shall begin at the Licensee's existing hand-hole located in the west right-of-way of Hudson Road at a point being fifty-five (55') feet westerly of the centerline of Hudson Road at Sta. 1141+10 and being approximately sixty-five (65') feet southerly of the centerline of the West Greenhill Road as measured along the centerline of Hudson Road as shown on sheet "2 of 13", Project No. 1811604", Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence east one hundred twenty-five (125') to Sta. 50+50, 69' Rt. @ 60" min. depth, below top of curbs, as shown on sheet "2 of 13" of said Exhibit B.
3. Thence east twenty (20') feet to Sta. 50+70, 70' Rt., transitioning from a 60" min. depth to a 48" min. plan depth as shown on sheet "2 of 13" of said Exhibit B.
4. Thence east one hundred fifty five (155') feet to Sta. 52+25, 80' Rt., @ 48" min. plan depth as shown on sheet "2 of 13" of said Exhibit B.
5. Thence east five hundred (500') feet to Sta. 57+25, 80' Rt. @ 48" min. plan depth as shown on sheets "2 of 13 & 3 of 13" of said Exhibit B.
6. Thence east three hundred seventy five (375') feet to Sta. 61+00, 80' Rt. @ 48" min. plan depth as shown on sheet "3 of 13" of said Exhibit B.
7. Thence east twenty (20') feet to Sta. 61+20, 80' Rt. transitioning from 48" min. plan depth to a 60" min. depth below the top of the west curb of Algonquin Drive as shown on sheet "3 of 13" of said Exhibit B.
8. Thence east forty one (41') feet to Sta. 61+61, 80' Rt., crossing Algonquin Drive, @ 60" min. depth below the tops of curbs as shown on sheet "3 of 13" of said Exhibit B.
9. Thence east twenty (20') feet to Sta. 61+81, 80' Rt. transitioning from 60" min. depth to 48" min. plan depth as shown on sheet "3 of 13" of said Exhibit B.
10. Thence east twenty-one (21') feet to Sta. 62+02, 80' Rt., to a proposed hand-hole at the southeast corner of West Greenhill Road and Algonquin Drive, @ 48" min. plan depth as shown on sheet "3 of 13" of said Exhibit B.
11. Thence continuing east, from said proposed hand-hole, five hundred (500') feet to Sta. 67+25, 80' Rt. @ 48" min. plan depth as shown on sheet "4 of 13" of said Exhibit B.
12. Thence east three hundred seventy (370') feet to Sta. 70+95, 80' Rt. @ 48" min. plan depth as shown on sheet "4 of 13" of said Exhibit B.
13. Thence east twenty (20') feet to Sta. 71+15, 80' Rt. transitioning from 48" min. plan depth to 60" min. depth at the west back of curb of Ashworth Drive as shown on sheet "4 of 13" of said Exhibit B.

14. Thence east forty one (41') feet to Sta. 71+56, 80' Rt., crossing Ashworth Drive, @ 60" min. depth below the tops of curbs as shown on sheet "4 of 13" of said Exhibit B.
15. Thence east twenty (20') feet to Sta. 71+76, 80' Rt. transitioning from 60" min. depth to 48" min. plan depth as shown on sheets "4 of 13 and 5 of 13" of said Exhibit B.
16. Thence east four hundred seven (407') feet to Sta. 76+32, 80' Rt., to a proposed receiving pit, while anticipating and maintaining all @ 48" min. plan depth as shown on sheet "5 of 13" of said Exhibit B. Thence southeasterly from said receiving pit, sixty-three (63') feet to a bore pit at Sta. 76+93 being ninety-eight (98') feet south of centerline of West Greenhill Road @ 48" min. plan depth as shown on sheet "5 of 13" of said Exhibit B.
17. Thence southeasterly from said bore pit, three hundred five (305') feet to a receiving pit at Sta. 79+93 being one hundred and fifty-five (155') feet south of centerline of West Greenhill Road @ 24" min. depth under public waterway and @ 48" min. plan depth as shown on sheets "5 of 13 and 6 of 13" of said Exhibit B.
18. Thence easterly from said receiving pit, ninety-nine (99') feet to a bore pit at Sta. 80+92 being one hundred and sixty (160') feet south of centerline of West Greenhill Road @ 48" min. plan depth as shown on sheet "6 of 13" of said Exhibit B.
19. Thence northeasterly from said bore pit, one hundred eighty-two (182') feet to a receiving pit at Sta. 82+73 being one hundred and thirty-six (136') feet south of centerline of West Greenhill Road and ninety-seven (97') feet west of centerline of Highway 58 and beginning of Iowa DOT right of way @ 48" min. plan depth as shown on sheet "6 of 13" of said Exhibit B.
20. Thence easterly from said receiving pit, two hundred forty-three (243') feet, crossing Highway 58 to a bore pit at Sta. 85+16 being one hundred and thirty-nine (139') feet south of centerline of West Greenhill Road and one hundred and forty-five (145') feet east of centerline of Highway 58 in DOT right of way @ a "straight line" bore from 48" min. depth in receiving pit to, opposite side, 48" min. depth in bore pit; depth @ Hwy centerline shall be approximately ten (10') feet as shown on sheet "6 of 13" of said Exhibit B.
21. Thence east from said bore pit, two hundred ninety-five (295') feet, in Highway 58 DOT right of way to a receiving pit at Sta. 88+11 being one hundred and forty-three (143') feet south of centerline of West Greenhill Road and four hundred and eighty-one (481') feet east of centerline of Highway 58 @ 48" min. plan depth as shown on sheet "6 of 13 & 7 of 13" of said Exhibit B.
22. Thence northeasterly from said receiving pit, forty (40') feet, in Highway 58 DOT right of way to a bore pit at Sta. 88+26 being one hundred six (106') feet south of centerline of West Greenhill Road and four hundred and eighty-four (484') feet east of centerline of Highway 58 @ 48" min. plan depth as shown on sheet "7 of 13" of said Exhibit B.
23. Thence east from said bore pit, six (6') feet, to Sta. 88+32, a proposed hand-hole one hundred six (106') feet south of centerline of West Greenhill Road @ 48" min. plan depth as shown on sheet "7 of 13" of said Exhibit B.
24. Thence east from said handhole, and exiting Iowa DOT right of way, three hundred forty-one (341') feet, to a receiving pit at Sta. 91+73, being one hundred three (103') feet south of centerline of West Greenhill Road @ 48" min. depth as shown on sheet "7 of 13" of said Exhibit B.
25. Thence southeasterly from said receiving pit, twenty (20') feet, to a bore pit at Sta. 91+91, being one hundred ten (110') feet south of centerline of West Greenhill Road @ 48" min. plan depth as shown on sheet "7 of 13" of said Exhibit B.
26. Thence east from said bore pit, to a receiving pit, five hundred (500') feet to Sta. 96+91, 106' Rt. @ 48" min. plan depth as shown on sheets "7 of 13 and 8 of 13" of said Exhibit B.
27. Thence east, from said receiving pit, four hundred thirteen (413') feet, to a bore pit at Sta. 101+53, being sixty-two (62') feet south of centerline of West Greenhill Road @ 48" min. plan depth as shown on sheet "8 of 13" of said Exhibit B.

28. Thence southeasterly from said bore pit, sixty-seven (67') feet, to Sta. 102+20, a proposed hand-hole sixty-three (63') feet south of centerline of West Greenhill Road and Sta. 52+40 fifty-eight (58') west of centerline of South Main Street Road, @ 48" min. plan depth as shown on sheet "8 of 13" of said Exhibit B.
29. Thence southeasterly from said hand-hole, twenty-five (25') feet, to a bore pit at Sta. 52+15, being fifty-two (52') west of centerline of South Main Street Road @ 48" min. plan depth as shown on sheet "8 of 13" of said Exhibit B.
30. Thence south from said bore pit, sixty-six (66') feet to Sta. 51+29, being fifty-two (52') feet west of and parallel with the centerline of South Main Street Road @ 42" min. depth as shown on sheet "8 of 13" of said Exhibit B.
31. Thence south twenty (20') feet to Sta. 51+19, 52' Lt. @ transition from 48" minimum plan depth to 60" min. depth below the north top of curb of Balboa Avenue as shown on sheet "8 of 13" of said Exhibit B.
32. Thence south thirty one (31') feet, crossing Balboa Avenue, to Sta. 50+88, 52' Lt. @ 60" min. depth below back of curbs of Balboa Avenue as shown on sheets "8 of 13 and 9 of 13" on said Exhibit B.
33. Thence south thirty (30') feet to Sta. 50+58, 52' Lt. @ transition from 60" min. depth to 42" min. depth as shown on sheet "9 of 13" of said Exhibit B.
34. Thence south two hundred twenty-two (222') feet to Sta. 48+36, 52' Lt. to a proposed new hand-hole, @ 42" min. depth as shown on sheet "9 of 13" of said Exhibit B.
35. Thence east from said hand-hole, thirty six (36') feet to Sta. 48+36, 16' Lt. @ transition from 42" min. depth to 60" min. depth as shown on sheet "9 of 13" of said Exhibit B.
36. Thence east thirty-two (32') feet to Sta. 324+96, 36' Lt. (Bluebell alignment), crossing South Main Street Road @ 60" min. depth below the tops of curbs as shown on sheet "9 of 13" of said Exhibit B.
37. Thence east twenty (20') feet to Sta. 325+16, 36' Lt. transitioning from 60" min. depth to 48" min. plan depth as shown on sheet "9 of 13" of said Exhibit B.
38. Thence easterly one hundred eighty-four (184') feet, to Sta. 327+00, a bore pit, running thirty-six (36') feet north of and parallel with the centerline Bluebell Road @ 48" min. depth as shown on sheet "9 of 13" of said Exhibit B.
39. Thence east from said bore pit, one hundred thirty-two (132') feet, beginning on a curve concave southwesterly with a radius of seven hundred twenty-five (725') feet and running concentric with the centerline of Bluebell Road to Sta. 328+27, to a proposed hand-hole, being thirty-six (36') feet north of centerline of Bluebell Road @ 48" plan min. depth as shown on sheet "9 of 13" of said Exhibit B.
40. Thence northerly four (4') feet and exiting the public utility easement. The total facility horizontal length in City right-of-way is six thousand one hundred and forty-four (6144') feet and six thousand one hundred and fifty-four (6154') when reflecting estimated vertical and or curved alignment section lengths.

EXHIBIT B



SEE SHEET 3

NOTES

FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND

TELEPHONE PEDESTAL	⊕	SIGN	⚡	WATERMAIN	— W —	STORM SEWER INTAKE	⊕
WATER VALVE	⊕	POWER POLE	⊕	STORM SEWER	— ST —	UNDERGROUND CONDUIT	—
FIRE HYDRANT	⊕	TELEVISION PEDESTAL	⊕	SANITARY SEWER	— S —	HANDHOLE	⊕
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	⊕	GAS LINE	— G —	FIBER OPTIC VAULT	⊕
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	⊕	ELECTRIC LINE	— E —	FIBER OPTIC MANHOLE	⊕
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	⊕	OVERHEAD ELECTRIC LINE	— OE —		

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

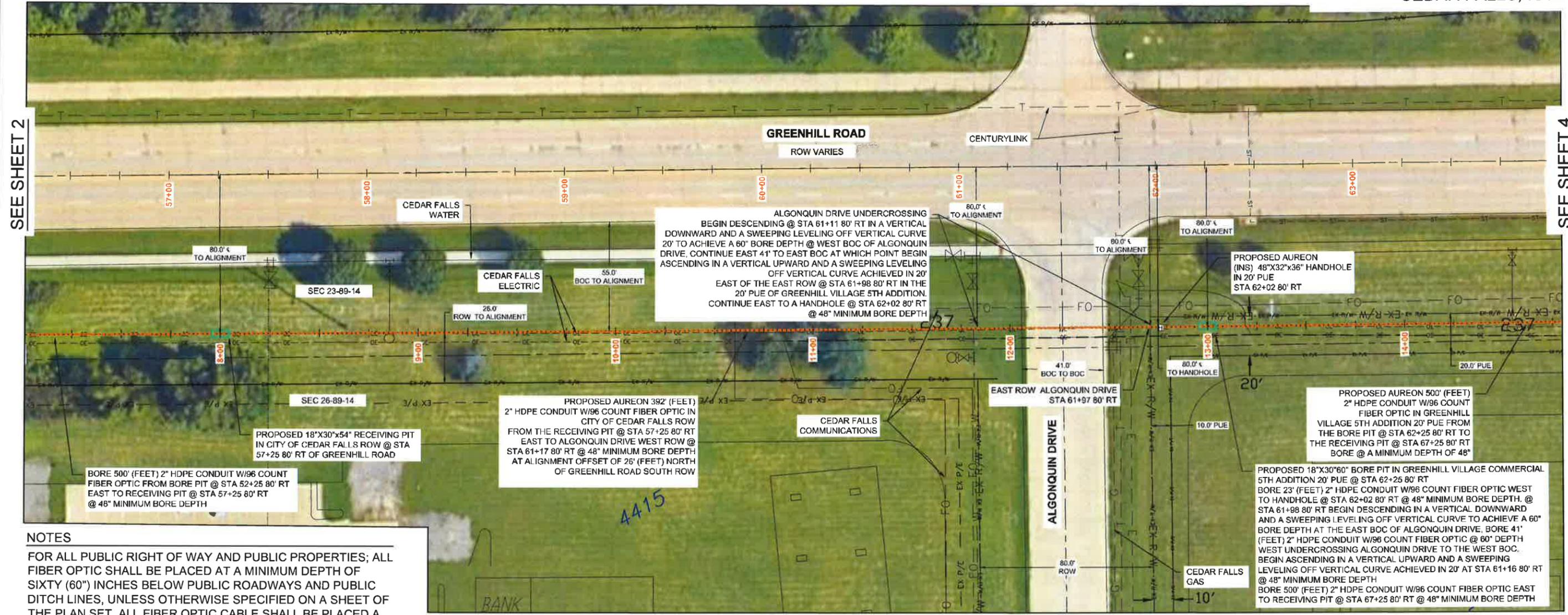
CEDAR FALLS, IOWA Sheet 2 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

SCALE 1"=50'

DATE: 12/06/2018

EXHIBIT B



SEE SHEET 2

SEE SHEET 4

ALGONQUIN DRIVE UNDERCROSSING
 BEGIN DESCENDING @ STA 61+11 80' RT IN A VERTICAL DOWNWARD AND A SWEEPING LEVELING OFF VERTICAL CURVE 20' TO ACHIEVE A 60" BORE DEPTH @ WEST BOC OF ALGONQUIN DRIVE. CONTINUE EAST 41' TO EAST BOC AT WHICH POINT BEGIN ASCENDING IN A VERTICAL UPWARD AND A SWEEPING LEVELING OFF VERTICAL CURVE ACHIEVED IN 20' EAST OF THE EAST ROW @ STA 61+98 80' RT IN THE 20' PUE OF GREENHILL VILLAGE 5TH ADDITION. CONTINUE EAST TO A HANDHOLE @ STA 62+02 80' RT @ 48" MINIMUM BORE DEPTH

PROPOSED AUREON 392' (FEET)
 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC IN CITY OF CEDAR FALLS ROW FROM THE RECEIVING PIT @ STA 57+25 80' RT EAST TO ALGONQUIN DRIVE WEST ROW @ STA 61+17 80' RT @ 48" MINIMUM BORE DEPTH AT ALIGNMENT OFFSET OF 26' (FEET) NORTH OF GREENHILL ROAD SOUTH ROW

PROPOSED AUREON (INS)
 48"x32"x36" HANDHOLE IN 20' PUE STA 62+02 80' RT

PROPOSED AUREON 500' (FEET)
 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC IN GREENHILL VILLAGE 5TH ADDITION 20' PUE FROM THE BORE PIT @ STA 62+25 80' RT TO THE RECEIVING PIT @ STA 67+25 80' RT BORE @ A MINIMUM DEPTH OF 48"

PROPOSED 18"x30"x60" BORE PIT IN GREENHILL VILLAGE COMMERCIAL 5TH ADDITION 20' PUE @ STA 62+25 80' RT
 BORE 23' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC WEST TO HANDHOLE @ STA 62+02 80' RT @ 48" MINIMUM BORE DEPTH. @ STA 61+98 80' RT BEGIN DESCENDING IN A VERTICAL DOWNWARD AND A SWEEPING LEVELING OFF VERTICAL CURVE TO ACHIEVE A 60" BORE DEPTH AT THE EAST BOC OF ALGONQUIN DRIVE. BORE 41' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC @ 60" DEPTH WEST UNDERCROSSING ALGONQUIN DRIVE TO THE WEST BOC. BEGIN ASCENDING IN A VERTICAL UPWARD AND A SWEEPING LEVELING OFF VERTICAL CURVE ACHIEVED IN 20' AT STA 61+16 80' RT @ 48" MINIMUM BORE DEPTH
 BORE 500' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC EAST TO RECEIVING PIT @ STA 67+25 80' RT @ 48" MINIMUM BORE DEPTH

BORE 500' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC FROM BORE PIT @ STA 52+25 80' RT EAST TO RECEIVING PIT @ STA 57+25 80' RT @ 48" MINIMUM BORE DEPTH

NOTES

FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND

TELEPHONE PEDESTAL	⊕	SIGN	⊕	WATERMAIN	— W —	STORM SEWER INTAKE	— SW —
WATER VALVE	⊕	POWER POLE	⊕	STORM SEWER	— ST —	UNDERGROUND CONDUIT	— UC —
FIRE HYDRANT	⊕	TELEVISION PEDESTAL	⊕	SANITARY SEWER	— S —	HANDHOLE	⊕
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	⊕	GAS LINE	— G —	FIBER OPTIC VAULT	⊕
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	⊕	ELECTRIC LINE	— E —	FIBER OPTIC MANHOLE	⊕
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	⊕	OVERHEAD ELECTRIC LINE	— OE —		

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

CEDAR FALLS, IOWA Sheet 3 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

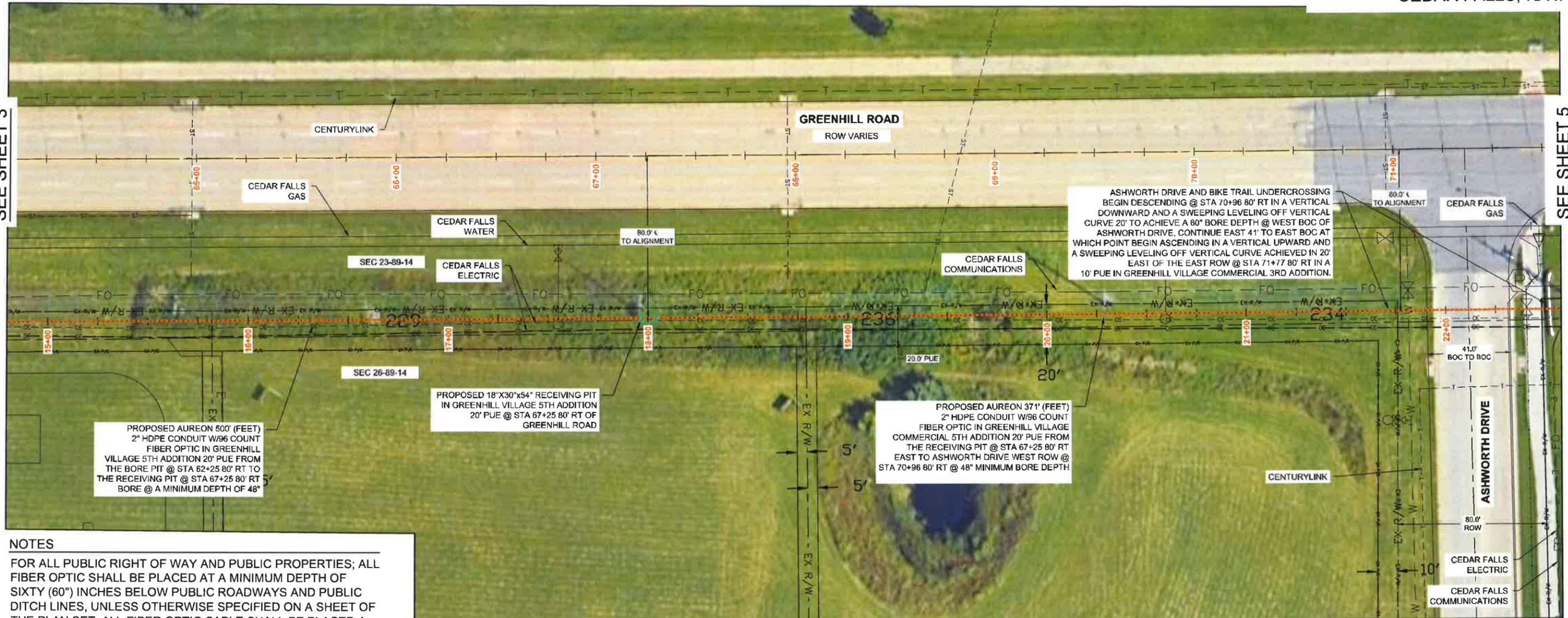
SCALE 1"=50'

DATE: 12/06/2018

EXHIBIT B

SEE SHEET 3

SEE SHEET 5



NOTES

FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND

TELEPHONE PEDESTAL	⊕	SIGN	⚡	WATERMAIN	— W —	STORM SEWER INTAKE	⊕
WATER VALVE	⊕	POWER POLE	⚡	STORM SEWER	— SF —	UNDERGROUND CONDUIT	—
FIRE HYDRANT	⊕	TELEVISION PEDESTAL	⊕	SANITARY SEWER	— S —	HANDHOLE	⊕
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	⊕	GAS LINE	— G —	FIBER OPTIC VAULT	⊕
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	⊕	ELECTRIC LINE	— E —	FIBER OPTIC MANHOLE	⊕
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	⊕	OVERHEAD ELECTRIC LINE	— OE —		

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

CEDAR FALLS, IOWA Sheet 4 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

SCALE 1"=50'

DATE: 12/06/2018

PERTINENT NOTE:
 FOR THE CROSSING OF HWY 58 THE FINAL DEPTH(S) OF BORING OR AN ALIGNMENT VARIATION CROSSING FURTHER TO THE SOUTH SHALL BE FINAL VERIFIED BY CIVIL DESIGN ADVANTAGE WITH THE DOT AND THE DOT'S FIRM CONTRACTED FOR HIGHWAY RE-DESIGN FOR ENHANCED INTERSECTION SAFETY.
 ALL NAMES AND CONTACT INFORMATION INVOLVED IN THE DECISION(S) SHALL BE SUPPLIED TO MATHEW TOLAN AND CHASE SCHRAGE.
 ANY LATER RELOCATION REQUIRED BY NON-COMPLIANCE TO THESE REQUIREMENTS SHALL NOT BE PAID FOR IN ANY MATTER.

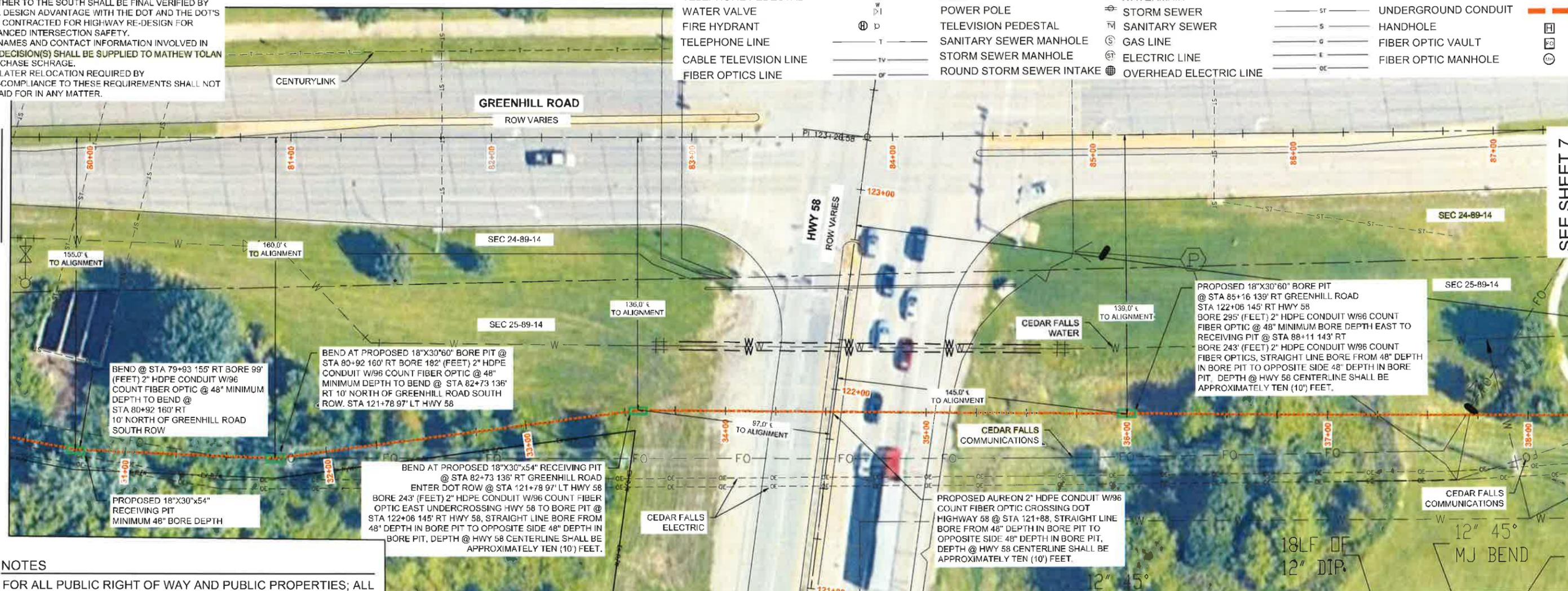
EXHIBIT B

LEGEND

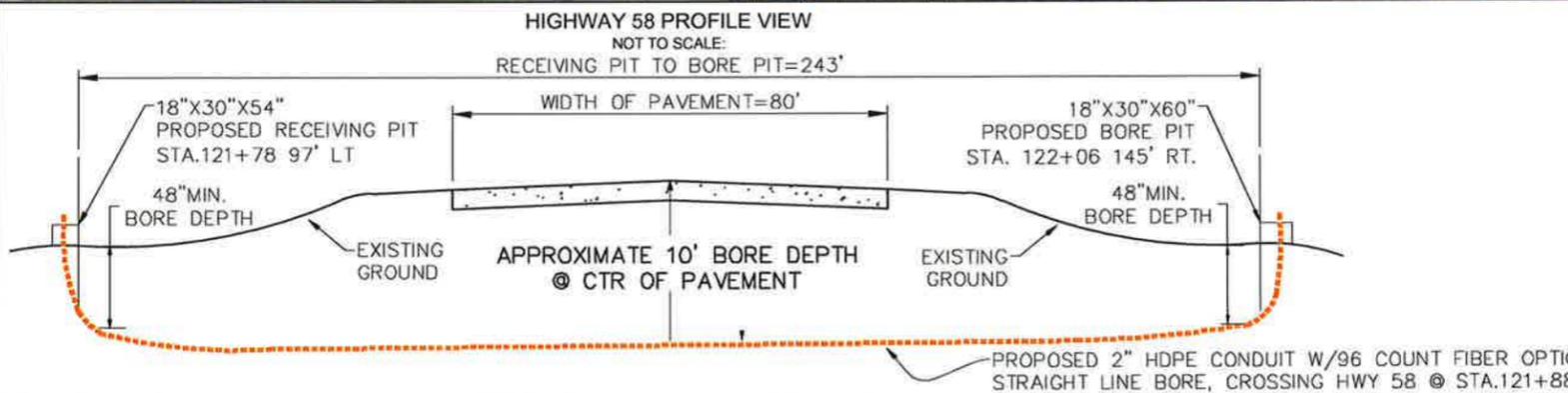
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|-----------------------|--------|--------------------------|---|------------------------|--------|---------------------|--------|
| TELEPHONE PEDESTAL | II | SIGN | ⬮ | WATERMAIN | — W — | STORM SEWER INTAKE | ⬮ |
| WATER VALVE | ⊕ | POWER POLE | ⊕ | STORM SEWER | — ST — | UNDERGROUND CONDUIT | — UC — |
| FIRE HYDRANT | ⊕ | TELEVISION PEDESTAL | ⊕ | SANITARY SEWER | — S — | HANDHOLE | ⊕ |
| TELEPHONE LINE | — T — | SANITARY SEWER MANHOLE | ⊕ | GAS LINE | — G — | FIBER OPTIC VAULT | ⊕ |
| CABLE TELEVISION LINE | — TV — | STORM SEWER MANHOLE | ⊕ | ELECTRIC LINE | — E — | FIBER OPTIC MANHOLE | ⊕ |
| FIBER OPTICS LINE | — FO — | ROUND STORM SEWER INTAKE | ⊕ | OVERHEAD ELECTRIC LINE | — OE — | | |

SEE SHEET 5

SEE SHEET 7



NOTES
 FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



1-800-292-8989
 www.iowaonecall.com
AUREON NETWORK SERVICES
 CEDAR FALLS, IOWA

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

AUREON

CEDAR FALLS, IOWA Sheet 6 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

SCALE 1"=50'

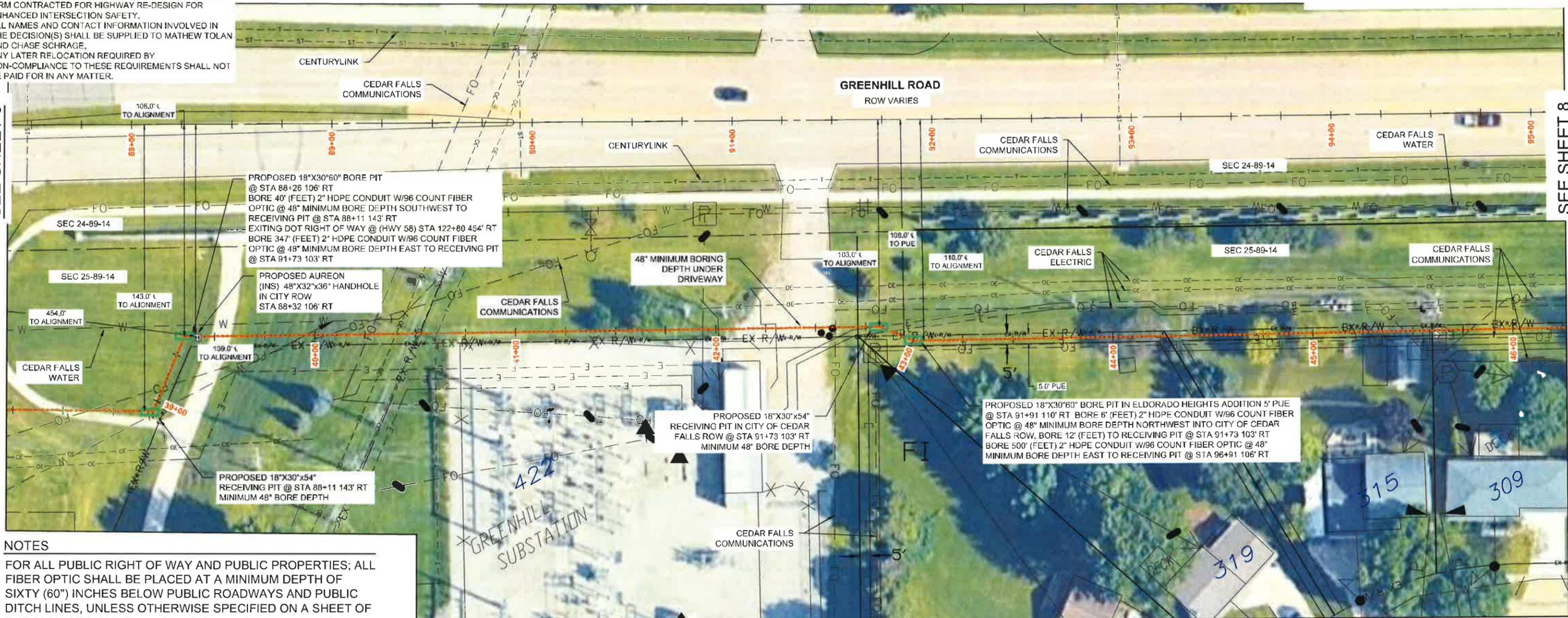
DATE: 12/06/2018

EXHIBIT B

PERTINENT NOTE:
 FOR THE CROSSING OF HWY 58 THE FINAL DEPTH(S) OF BORING OR AN ALIGNMENT VARIATION CROSSING FURTHER TO THE SOUTH SHALL BE FINAL VERIFIED BY CIVIL DESIGN ADVANTAGE WITH THE DOT AND THE DOT'S FIRM CONTRACTED FOR HIGHWAY RE-DESIGN FOR ENHANCED INTERSECTION SAFETY.
 ALL NAMES AND CONTACT INFORMATION INVOLVED IN THE DECISION(S) SHALL BE SUPPLIED TO MATHEW TOLAN AND CHASE SCHRAGE.
 ANY LATER RELOCATION REQUIRED BY NON-COMPLIANCE TO THESE REQUIREMENTS SHALL NOT BE PAID FOR IN ANY MATTER.

SEE SHEET 6

SEE SHEET 8



NOTES
 FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND	
TELEPHONE PEDESTAL	⊕
WATER VALVE	⊕
FIRE HYDRANT	⊕
TELEPHONE LINE	— T —
CABLE TELEVISION LINE	— TV —
FIBER OPTICS LINE	— OF —
SIGN	⊕
POWER POLE	⊕
TELEVISION PEDESTAL	⊕
SANITARY SEWER MANHOLE	⊕
STORM SEWER MANHOLE	⊕
ROUND STORM SEWER INTAKE	⊕
WATERMAIN	— W —
STORM SEWER	— ST —
SANITARY SEWER	— S —
GAS LINE	— G —
ELECTRIC LINE	— E —
OVERHEAD ELECTRIC LINE	— OE —
STORM SEWER INTAKE	⊕
UNDERGROUND CONDUIT	—
HANDHOLE	⊕
FIBER OPTIC VAULT	⊕
FIBER OPTIC MANHOLE	⊕

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

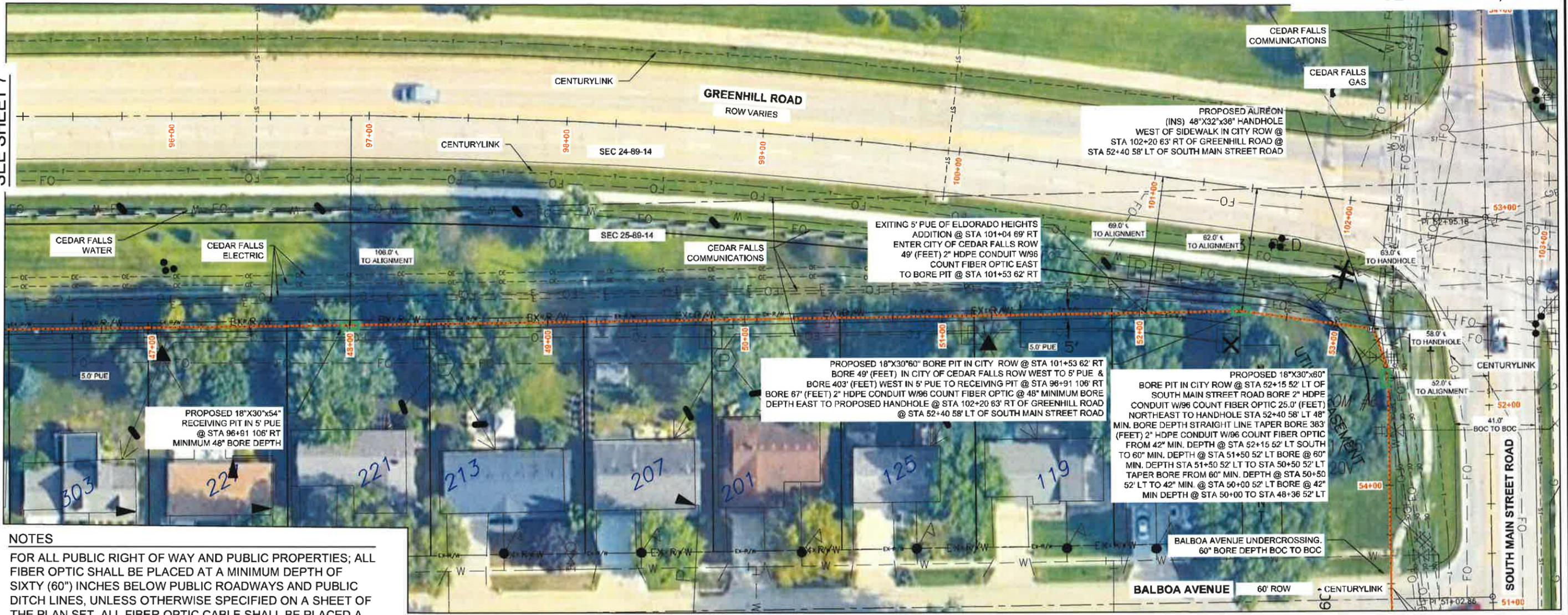
CEDAR FALLS, IOWA Sheet 7 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

DATE: 12/06/2018

EXHIBIT B

SEE SHEET 7



NOTES
 FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND	
TELEPHONE PEDESTAL	⊕
WATER VALVE	⊕
FIRE HYDRANT	⊕
TELEPHONE LINE	— T —
CABLE TELEVISION LINE	— TV —
FIBER OPTICS LINE	— OF —
SIGN	⊕
POWER POLE	⊕
TELEVISION PEDESTAL	⊕
SANITARY SEWER MANHOLE	⊕
STORM SEWER MANHOLE	⊕
ROUND STORM SEWER INTAKE	⊕
WATERMAIN	— W —
STORM SEWER	— SF —
SANITARY SEWER	— S —
GAS LINE	— G —
ELECTRIC LINE	— E —
OVERHEAD ELECTRIC LINE	— OE —
STORM SEWER INTAKE	⊕
UNDERGROUND CONDUIT	— UC —
HANDHOLE	⊕
FIBER OPTIC VAULT	⊕
FIBER OPTIC MANHOLE	⊕

SEE SHEET 9

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

CEDAR FALLS, IOWA Sheet 8 of 13

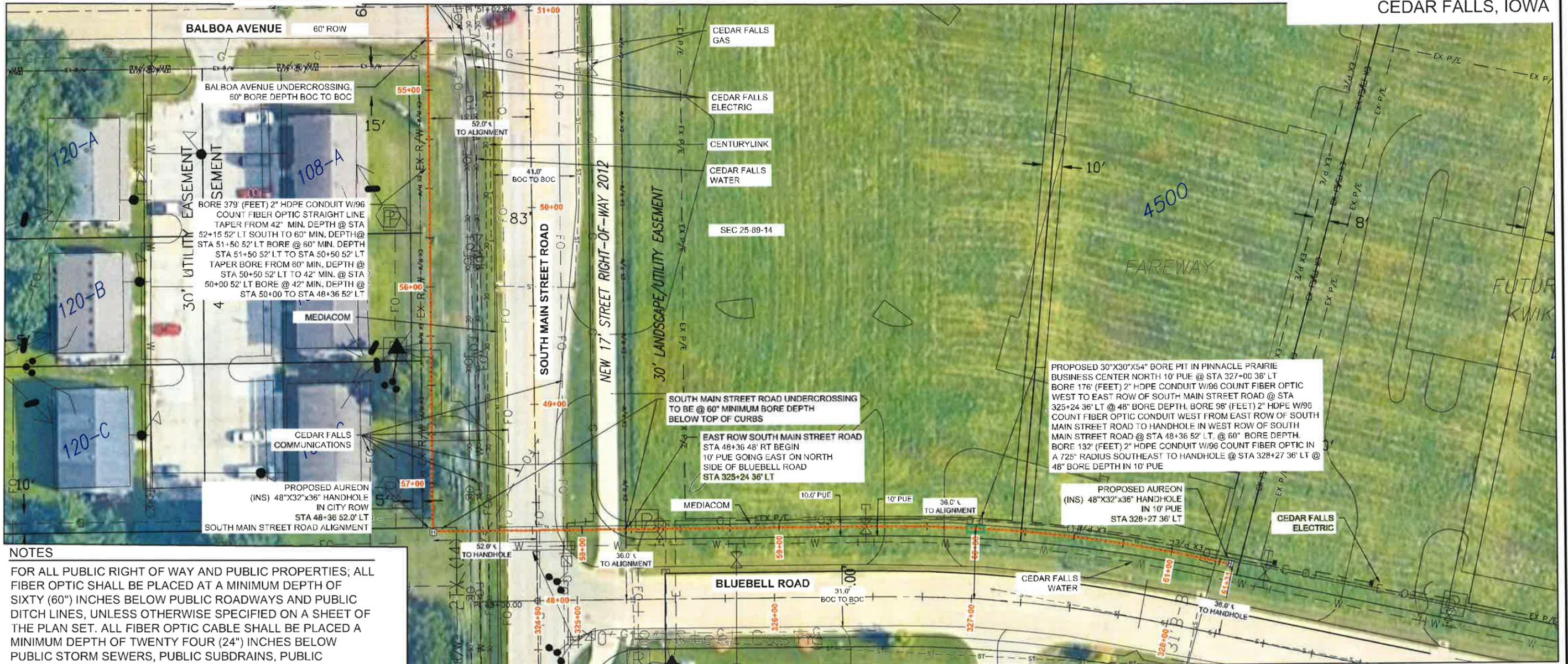
#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

SCALE 1"=50'

DATE: 12/06/2018

SEE SHEET 8

EXHIBIT B



BORE 379' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC STRAIGHT LINE TAPER FROM 42" MIN. DEPTH @ STA 52+15 52' LT SOUTH TO 60" MIN. DEPTH @ STA 51+50 52' LT BORE @ 60" MIN. DEPTH @ STA 51+50 52' LT TO STA 50+50 52' LT TAPER BORE FROM 60" MIN. DEPTH @ STA 50+50 52' LT TO 42" MIN. @ STA 50+00 52' LT BORE @ 42" MIN. DEPTH @ STA 50+00 TO STA 48+36 52' LT

PROPOSED AUREON (INS) 48"x32"x36" HANDHOLE IN CITY ROW STA 48+36 52' LT SOUTH MAIN STREET ROAD ALIGNMENT

PROPOSED 30"x30"x54" BORE PIT IN PINNACLE PRAIRIE BUSINESS CENTER NORTH 10' PUE @ STA 327+00 36' LT BORE 176' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC WEST TO EAST ROW OF SOUTH MAIN STREET ROAD @ STA 325+24 36' LT @ 48" BORE DEPTH. BORE 98' (FEET) 2" HDPE W/96 COUNT FIBER OPTIC CONDUIT WEST FROM EAST ROW OF SOUTH MAIN STREET ROAD TO HANDHOLE IN WEST ROW OF SOUTH MAIN STREET ROAD @ STA 48+36 52' LT. @ 60" BORE DEPTH. BORE 132' (FEET) 2" HDPE CONDUIT W/96 COUNT FIBER OPTIC IN A 725' RADIUS SOUTHEAST TO HANDHOLE @ STA 328+27 36' LT @ 48" BORE DEPTH IN 10' PUE

PROPOSED AUREON (INS) 48"x32"x36" HANDHOLE IN 10' PUE STA 328+27 36' LT

SOUTH MAIN STREET ROAD UNDERCROSSING TO BE @ 60" MINIMUM BORE DEPTH BELOW TOP OF CURBS

EAST ROW SOUTH MAIN STREET ROAD STA 48+36 48' RT BEGIN 10' PUE GOING EAST ON NORTH SIDE OF BLUEBELL ROAD STA 325+24 36' LT

NOTES
FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING COVERED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



LEGEND

TELEPHONE PEDESTAL	⊕	SIGN	■	WATERMAIN	— W —	STORM SEWER INTAKE	— ST —
WATER VALVE	⊕	POWER POLE	⊕	STORM SEWER	— S —	UNDERGROUND CONDUIT	— U —
FIRE HYDRANT	⊕	TELEVISION PEDESTAL	⊕	SANITARY SEWER	— SA —	HANDHOLE	⊕
TELEPHONE LINE	— T —	SANITARY SEWER MANHOLE	⊕	GAS LINE	— G —	FIBER OPTIC VAULT	⊕
CABLE TELEVISION LINE	— TV —	STORM SEWER MANHOLE	⊕	ELECTRIC LINE	— E —	FIBER OPTIC MANHOLE	⊕
FIBER OPTICS LINE	— OF —	ROUND STORM SEWER INTAKE	⊕	OVERHEAD ELECTRIC LINE	— OE —		

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

PROJECT # 1811604

CEDAR FALLS, IOWA Sheet 9 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

SCALE 1"=50'

DATE: 12/06/2018

D.O.T. RIGHT OF WAY ABOVE GRADE OBSTRUCTIONS-ACCEPTABLE CLEAR ZONE DISTANCES (FEET).

design speed	design ADT	FORESLOPES			BACKSLOPES		
		6:1 or flatter	Steeper than 6:1, up to and including 4:1	Steeper than 4:1	Steeper than 4:1*	4:1 or flatter, up to 6:1	6:1 or flatter
40 mph or less	ADT < 750	7	7	**	7	7	7
	750 ≤ ADT < 1500	10	12	**	10	10	10
	1500 ≤ ADT < 6000	12	14	**	12	12	12
	ADT ≥ 6000	14	16	**	14	14	14
45 – 50 mph	ADT < 750	10	12	**	8	8	10
	750 ≤ ADT < 1500	14	16	**	10	12	14
	1500 ≤ ADT < 6000	16	20	**	12	14	16
	ADT ≥ 6000	20	24	**	14	18	20
55 mph	ADT < 750	12	14	**	8	10	10
	750 ≤ ADT < 1500	16	20	**	10	14	16
	1500 ≤ ADT < 6000	20	24	**	14	16	20
	ADT ≥ 6000	22	26	**	16	20	22
60 mph	ADT < 750	16	20	**	10	12	14
	750 ≤ ADT < 1500	20	26	**	12	16	20
	1500 ≤ ADT < 6000	26	30	**	14	18	24
	ADT ≥ 6000	30	30	**	20	24	26
65 – 70 mph	ADT < 750	18	20	**	10	14	14
	750 ≤ ADT < 1500	24	28	**	12	18	20
	1500 ≤ ADT < 6000	28	30	**	16	22	26
	ADT ≥ 6000	30	30	**	22	26	28

* Backslopes as steep as 2.5:1 can be considered as part of the clear zone, as long as they are relatively smooth and do not contain any fixed objects. Refer to Section 8A-4 of the Design Manual for information regarding backslopes steeper than 2.5:1.

** Since a vehicle traveling on a slope steeper than 4:1 is likely to be diverted to the bottom of the slope, the width of any slope steeper than 4:1 cannot be counted in the clear zone determination. Refer to Section 8A-2 of the Design Manual for information on providing clear recovery areas at the base of steep slopes.

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES



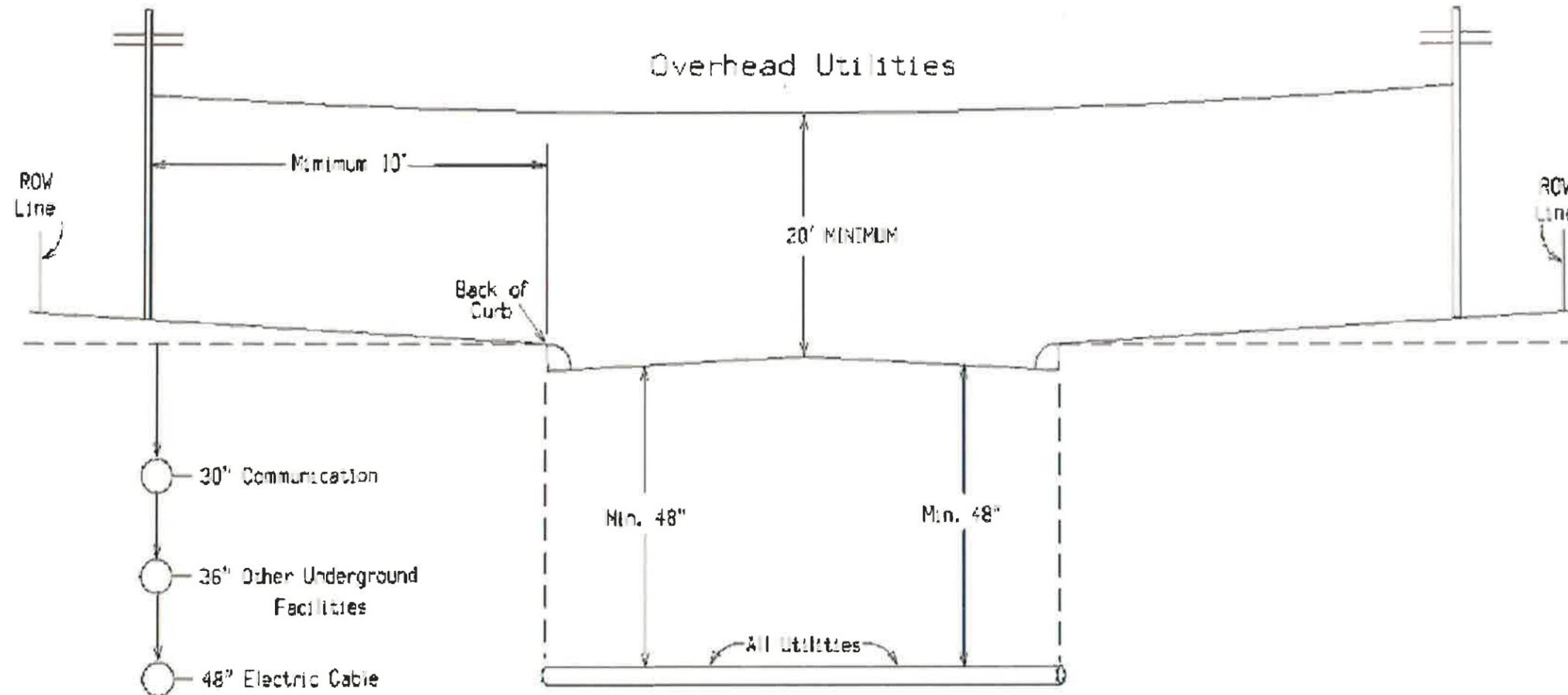
CEDAR FALLS, IOWA Sheet 11 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

DATE: 1/03/2019

D.O.T. RIGHT OF WAY-UTILITY CONDITIONS-MINIMUM POLICY REQUIREMENTS

URBAN SECTION NON-FREEWAY HIGHWAY



E-9

01/2012

Notes:
 Utilities shall be located between back of curb and the highway row.
 Utilities should be located as near to the highway row line as practical.
 See Utility Policy, Section 115.13 for further details.

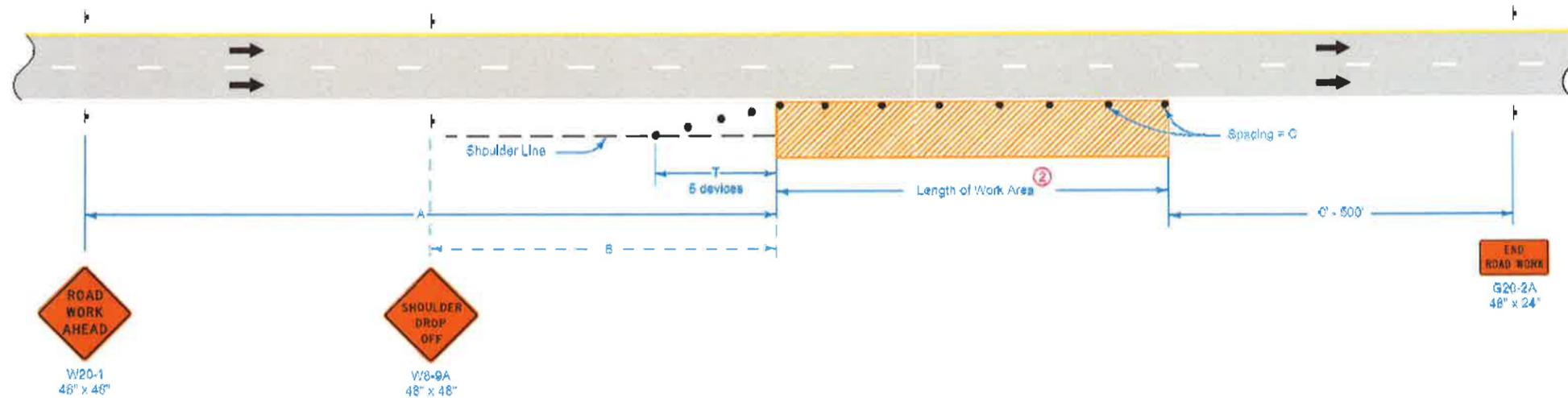
ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES



CEDAR FALLS, IOWA Sheet 12 of 13

#	REVISION	DATE	NAME	SCALE
1		1/03/19		
2		1/10/19		

DATE: 1/03/2019



When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

① When the length of a pavement edge drop-off is 1000 feet or less, the temporary inlet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:
Traffic Control

	REVISION
	8 04-21-18
STANDARD ROAD PLAN	TC-402
	SHEET 1 of 11
<small>REVISIONS: Modified general notes, changed file and replaced the DOT logo in the title block with the new version.</small>	
<small>Approved by: [Signature]</small>	
WORK WITHIN 15 FT OF TRAVELED WAY	

LEGEND

- Traffic Sign
- 42° Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ^②	T
40 or less	500'	250'	40'	100'
45 - 50	700'	350'	50' ①	200'
55 - 60	1500'	800'	100' ①	200'
65 - 70	1500'	800'	100' ①	230'

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES

AUREON™

CEDAR FALLS, IOWA Sheet 13 of 13

#	REVISION	DATE	NAME	SCALE:
1		1/03/19		
2		1/10/19		

DATE: 1/03/2019



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

INTEROFFICE MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Chase Schrage, Principal Engineer
DATE: March 27, 2019
SUBJECT: Professional Services Agreement
Robinson Engineering Company
Ace Place Assessment Project
City Project No. ST-000-3191

Attached is the Professional Services Agreement for the Ace Place Watershed Assessment Project between the City of Cedar Falls and Robinson Engineering Company. Robinson Engineering Company was selected by the City of Cedar Falls Engineering Division for the Ace Place Watershed Assessment Project.

The City is required by our Iowa Department of Natural Resources NPDES General Permit to implement a watershed assessment program for all watersheds within the corporate limits of Cedar Falls. The enclosed agreement provides for the assessment services needed to perform the Ace Place Watershed Assessment Project.

The cost of this agreement is \$56,360 and paid for out of the stormwater fund. This is one of the last two watersheds or partial watersheds needing assessment over the next few years. These assessments have been funded in the five year City of Cedar Falls' Capital Improvements Program.

The Department of Community Development requests your consideration and approval of the Professional Services Agreement with Robinson Engineering Company for the Ace Place Watershed Assessment Project.

If you have any questions, please contact me.

xc: Stephanie Houk Sheetz, Director of Community Development



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

PROFESSIONAL SERVICE AGREEMENT

ACE PLACE SUBWATERSHED ASSESSMENT

Cedar Falls, Iowa
City Project Number ST-000-3191

This Agreement is made and entered by and between Robinson Engineering Company, 819 Second Street NE, Independence, Iowa, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

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

I. SCOPE OF SERVICES

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

II. CONSULTANT'S RESPONSIBILITIES

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

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

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

III. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Fifty Six Thousand Three Hundred and Sixty Dollars (\$56,360.00).

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

VII. TERMINATION

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

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

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

X. INDEPENDENT CONTRACTOR

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

XI. PRE-EXISTING CONDITIONS

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

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

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

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration

Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

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

XIII. MISCELLANEOUS

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

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

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Monica Smith

Printed Name: James P. Brown

Printed Name: Monica Smith

Title: Mayor

Title: President

Date: _____

Date: 3/26/19

Exhibit A

ACE PLACE SUBWATERSHED ASSESSMENT
Cedar Falls, Iowa
City Project Number ST-000-3191

03/12/19

SCOPE OF SERVICES

This project will assess the current conditions of the stormwater flows within the proposed Ace Place Subwatershed in the City of Cedar Falls. The final result of this work will be a written report detailing the information obtained and the analysis completed on all data that will be compiled.

GIS Assessment: For this task, the following categories will be analyzed using available information: Location and area, Hydrology, Topography, Soils, Population, Ownership, Historical Land Use, Current Land Use, Current Zoning, Geology, Climate, and Threatened & Endangered Species. Where applicable, maps and/or graphs will be produced to illustrate the information being compiled.

Physical Assessment: For this task, the physical health of the creek will be assessed using the RASCAL (Rapid Assessment of Stream Conditions Along Length) Protocol. This analysis will look at a number of factors, including: the observed land uses on either side of the creek, any livestock access, the amount of canopy cover, bank stability, and any storm water point sources. This information will be compiled into easily understood maps and tabulations for further analysis. This assessment will be completed once during the project duration. Right of entry forms will be assembled by and sent out to all residence with creek water flowing across their property by Robinson Staff.

Chemical Assessment: For this task, the chemical health of the creek will be assessed. Initially, any existing chemical testing results will be compiled. Then, two or three permanent testing locations will be located within the public right-of-way in the watershed. These sites will then be monitored for one year. Due to the size of the watershed, it is recommended that no more than two sites be identified for laboratory testing. All identified testing locations will be monitored using IOWATER protocols, while twice a month at one or two locations water samples will be obtained and sent to a laboratory to determine levels of Ammonia, Chlorides, E.Coli, Nitrates, Nitrites, and Total Phosphate in the water. Additionally, for two months in the Spring, a total of four samples at the two lab testing sites will be obtained for herbicides and pesticide testing.

Social Assessment: This task would include assembling a simple survey to be sent to a select portion of the land owners in the watershed. (It is anticipated that there are about 100 property owners within the watershed. Therefore approximately 100 surveys will be mailed to randomly selected property owners.) This survey will be used to determine what the land owners understand about the watershed they are located in and the steps that the residents may be willing to take to conserve storm water on their property.

Analysis of Results: All information will be analyzed to identify areas of concern and priority repair areas. A statistical analysis of any mathematical results will be produced for reference. A WinSLAMM Analysis will be completed on the watershed to determine what BMPs should be constructed within the watershed to reduce sediment loading and improve in-stream habitat.

Conclusions/Recommendations: This task will include compiling a proposed plan of improvement schedule for the watershed, reviewing the statistical analysis of all water test results, and providing an overall conclusion for the assessment. The final assessment report will be produced during this task.

Exhibit B

**Ace Place Subwatershed Assessment
Cedar Falls, Iowa
City Project Number ST-000-3191**

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-subcontractors 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

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

Exhibit C

ACE PLACE SUBWATERSHED ASSESSMENT Cedar Falls, Iowa City Project Number ST – 000 – 3191

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 A, shall constitute a default under this Contract.

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

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

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

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

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

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

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

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

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

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

Exhibit D

ACE PLACE SUBWATERSHED ASSESSMENT
Cedar Falls, Iowa
City Project Number ST-000-3157

02/27/18

COST OF SERVICES

A. Manhour Estimate:

Description	Manhour Estimate				
	Senior Engineer	Land Surveyor	Tech	Admin	Total
GIS Assessment	48		20		68
Physical Assessment	16		8		24
Chemical Assessment	10		32		42
Social Assessment	24		15		39
Analysis and Report	80		24		104
	178		99		277

B. Labor Cost: (rounded) \$33,025.00

Senior Engineer	178	X	154.25=	27,456.50
Land Surveyor	0	X	125.00 =	0.00
Technician	99	X	56.25=	5,568.75
Administration	0	X	10.00 =	0.00
				<u>33,025.25</u>

C. Direct Project Cost: (rounded) \$3,630.00

Chemical testing conducted at one site at a rate of twice a month for 8 months	\$3,496.96
Nitrates and Nitrites -- \$29.53 per test * 8 months * 2 sites * 2 times	944.96
Total Phosphate -- \$26.68 per test * 8 months * 2 sites * 2 times	853.76
Ammonia -- \$17.01 per test * 8 months * 2 sites * 2 times	544.32
E. Coli -- \$22.68 per test * 8 months * 2 sites * 2 times	725.76
Chlorides -- \$13.38 per test * 8 months * 2 sites * 2 times	428.16
Postage for Social Survey Mailing (approx. 150 property owners)	\$ 130.50

D. Estimated Project Cost: \$36,655.00



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: March 28, 2019

SUBJECT: Professional Services Agreement
Terracon Consultants, Inc.
2019 Construction Testing Services
EN-000-3190

Please find attached the Professional Services Agreement with Terracon Consultants Inc, that outlines the scope of services and costs for 2019 Construction Testing Services. Terracon Consultants Inc was the consulting firm selected by the City of Cedar Falls to perform various construction testing services on local projects.

The enclosed agreement provides for construction testing services for ongoing construction projects and allows for other professional testing services which may be required on an "as needed" basis.

The Department of Community Development requests your consideration and approval of this Professional Services Agreement with Terracon for "on-call" testing services.

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

xc: Stephanie Houk Sheetz, Director of Community Development



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: 319-273-8600 Fax: 319-268-5500*

PROFESSIONAL SERVICE AGREEMENT

**2019 Construction Testing Services
Cedar Falls, Iowa
City Project Number: EN-000-3190**

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

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

I. SCOPE OF SERVICES

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

II. CONSULTANT'S RESPONSIBILITIES

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

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

quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

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

III. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

VI. **COMPENSATION AND TERMS OF PAYMENT**

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses as shown in Exhibit D. Supplemental Agreements may be prepared between CLIENT and CONSULTANT for each project, further defining project scope and compensation.

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

VII. **TERMINATION**

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

VIII. **OWNERSHIP OF DOCUMENTS**

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

IX. **MEANS AND METHODS**

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

X. INDEPENDENT CONTRACTOR

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

XI. PRE-EXISTING CONDITIONS

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

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

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

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and

submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation 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: Rick Lockhart

Title: Mayor of Cedar Falls

Title: Office Manager / Principal

Date: _____

Date: March 26, 2019

Exhibit A

March 26, 2019

City of Cedar Falls
Community Development Engineering Division
220 Clay Street
Cedar Falls, Iowa 50613

Attn: Mr. Chase Schrage
P: (319) 268.5161
E: Chase.Schrage@cedarfalls.com

Re: Proposal for Construction Observation and Materials Testing Services
2019 Construction Testing Services
Cedar Falls, Iowa
Terracon Proposal No. P13191042

Dear Mr. Schrage:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for construction observation and materials testing services for various City of Cedar Falls projects. This proposal outlines our understanding of the scope of services which may be required, provides a fee schedule for our services, and presents the recently agreed to Agreement for Services.

Terracon has provided similar services for many years on City of Cedar Falls projects. We believe our experience and commitment to responsive quality service will make Terracon a valuable asset to the project.

1.0 PROJECT INFORMATION

- As City of Cedar Falls projects are being constructed, Terracon personnel will provide construction materials testing and observation services on an as requested basis.



2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of city projects as scheduled by the Client or your designated representative. Based on our previous work for the City of Cedar Falls, we understand the scope of the on-call services includes:

- Earthwork observation and testing:
 - Site preparation
 - Site grading fill placement
 - Pavement subgrade preparation
 - Granular base placement

- Laboratory soil/aggregate testing
 - Standard Proctors
 - Modified Proctors
 - Atterberg Limits
 - Aggregate gradations
 - Soil grain size analysis
 - Relative density

- Portland cement concrete field and laboratory testing
 - Perform temperature, slump, air content testing, and cast strength specimens
 - We assume that strength specimens will be 4" x 8" cylinders (and/or standard beams) and that sample pickups will be performed only during normal business hours Monday through Friday unless directed otherwise. If pickups are requested outside of this timeframe, special arrangements will need to be made and additional costs will apply.
 - Laboratory testing
 - Compressive and/or flexural strength of concrete
 - IDOT plant monitoring for PCC and HMA

- Project Management
 - Attendance at pre-construction and project meetings at Client's request
 - Technical consulting at Client's request
 - Supervision of laboratory and field services

- Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Falls, Iowa office at the following phone number: (319) 277-4016. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and

inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

CMELMS automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

2.4 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to

everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached previously agreed to Agreement for Services and returning it along with this proposal to Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.



Wade Hammersley
Project Manager

Rick Lockhart
Principal

Copies to: Addressee (1 pdf)

Exhibit B

**2019 Construction Testing Services
Cedar Falls, Iowa
City Project Number: EN-000-3190**

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 authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

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

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

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

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

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

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

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

Completion Checklist

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

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, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

Exhibit C

**2019 Construction Testing Services
Cedar Falls, Iowa
City Project Number: EN-000-3190**

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 A, shall constitute a default under this Contract.

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

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

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

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

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

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

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

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

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

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

Exhibit D - Unit Rate Schedule

	Rate	Unit
PERSONNEL		
Administrative Services	\$65.00	hour
Field Technician	\$48.00	hour*
Senior Field Technician	\$63.00	hour*
IDOT Certified Plant Monitor	\$95.00	hour*
Project Coordinator	\$68.00	hour
Field Manager	\$89.00	hour
Project Manager	\$98.00	hour
Senior Project Manager	\$118.00	hour
Senior Project Engineer	\$128.00	hour
Senior Principal	\$178.00	hour
LABORATORY TESTING		
Standard Proctor (4-inch mold)	\$120.00	each
Standard Proctor (6-inch mold)	\$150.00	each
Standard Proctor (flyash)	\$160.00	each
Relative Density	\$260.00	each
Atterberg Limits (multipoint)	\$125.00	each
Grain Size Analysis (includes hydrometer)	\$150.00	each
Sieve Analysis (washed)	\$130.00	each
Sieve Analysis (unwashed)	\$65.00	each
#200 Wash	\$45.00	each
Compressive Strength of Concrete Cylinder (made by Terracon)	\$13.50	each
Compressive Strength of Concrete Cylinder (made by others)	\$18.00	each
Flexural Strength of Concrete Beam (includes mold and cleaning charge)	\$50.00	each
Trimming or Capping of Irregular Surfaces	\$8.00	each
FIELD EQUIPMENT/MATERIALS		
Nuclear Density Gauge	\$30.00	day
Weather Protection (concrete cure box)	\$10.00	day
TRIP CHARGE		
Mileage	\$0.62	mile

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A one-hour minimum charge per task is applicable to all site visits. The representative's travel time, vehicle, and mileage are combined into a Trip Charge

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: March 28, 2019
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 925 W 15th Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Josh Nelson is in the process of purchasing 925 W 15th Street. The pending owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the past three years (since 2014), is located in the R-1 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Josh Nelson is proposing to reside the property and install three new windows. Based on the submitted bids by Seamless Exterior, Inc the actual cost of the improvement listed is \$10,005.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection) and closing documents being provided to staff.

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

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

This instrument was drafted by: Iris Lehmann, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000

Date: _____

RE: Property located at: 925 W 15th Street
and legally described as A J NORRIS SECOND ADDITION W 70 FT E 306 FT S 132
FT OF THAT PART LOT 20 LYING N OF N LINE 15TH ST

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Josh Nelson (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

 Josh Nelson
 OWNER

 OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2019, by Josh Nelson.

 Notary Public in and for the State of Iowa



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 925 W. 15th St Cedar Falls, IA 50613

Property Zoning (circle one): R1, R2, Other

Name of Applicant: Josh Nelson

Applicant's Email: biker_82@hotmail.com Daytime Phone #: 319-939-7838

Current Deed Holder or Contract Buyer: Steven Geiger

Mailing Address of Owner (if different than above): 4720 95th St. Urbandale, IA 50322

Owner's Email: hrogess1@hotmail.com (realtor) Daytime Phone #: 319-231-4522

Nature of improvements (specify): Siding + windows

Estimated or Actual Cost of Improvements: \$10,000

Proposed Start Date: 6-1-19 Estimated or Actual Date of Completion: 8-1-19

Lender: Veridian Daytime Phone #: 319-236-5617

Lender Address: 3621 Cedar Heights Dr. Cedar Falls, IA 50613

Applicants Signature: [Signature] Date: 2-25-19

Name (Printed): Josh Nelson

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL, ASSESSOR. Rows include Application Approved/Disapproved, Reason (if disapproved), Date, Resolution No., Attested by the City Clerk, Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, Date.



6227 Nordic Dr.
Cedar Falls, IA 50613
319-277-3441 Fax 319-277-3431
www.seamlessexterior.com

PURCHASER Joshua Nelson Date 2/26/19
Billing Address _____ Work Phone _____
City _____ Zip _____ Home Phone _____
Job Address 925 W. 15th St. Cell Phone 319-939-7838
Cedar Falls IA 50613 Fax _____
Email Address Siber_82@hotmail.com

Seamless Exterior proposes to perform the following

Wrap entire home using one layer fan-fold insulation board and tape all seams. Wrap exterior frames of all window & door frames using custom bent aluminum. Cover all soffit & fascia using vented aluminum soffit on hips and non-vented soffit on gables. Re-side entire home using Royal Building Products Vinyl Siding, Estate Series Panel. Color and style to be determined later. Includes all necessary accessories to complete job, and all taxes, labor, clean-up of debris, and permits.
Total Price for above: \$8,665⁰⁰

Install new 5" seamless gutters with 3"x4" downspouts = \$679⁰⁰

Install Gutter Helmet Gutter Protection on gutters = \$1,656⁰⁰

<u>Install Black Powder Screen on gutters = \$552⁰⁰</u>			
--	--	--	--

PAYMENT TERMS: 50% DEPOSIT / BALANCE DUE AT COMPLETION

Special Terms: _____ Approved by: _____ Total \$ _____
CC# _____ (Mastercard, Visa or Discover Accepted) Less Deposit \$ _____
EXP Date _____ Name on Card _____ Balance Due \$ _____
Billing Zip _____ Balance credit card / Check _____ CVV _____ Balance Due \$ _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Buyer to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This contract shall be governed by the laws of the state of Iowa. Buyer agrees to pay for all costs, including attorney's fees, incurred by company to enforce this contract. Interest may be charged on overdue balances at 24% per annum.

Signed this _____ day of _____ 20 _____ Purchaser _____
Estimator Tom Polson Purchaser _____

WHITE OFFICE • YELLOW INSTALLATIONS • PINK CUSTOMER

FORM 0001



6227 Nordic Dr.
 Cedar Falls, IA 50613
 319-277-3441 Fax 319-277-3431
 www.seamlessexterior.com

PURCHASER Joshua Nelson Date 3/6/19
 Billing Address _____ Work Phone _____
 City _____ Zip _____ Home Phone _____
 Job Address 925 - W. 15th St. Cell Phone 319-939-7838
Cedar Falls IA Fax _____
 Email Address biker_82@hotmail.com

Seamless Exterior proposes to perform the following

Manufacture and install (3) custom built PVC Vinyl Replacement Windows. Windows to be single hungs. Windows to be dual paneled glass with low E glass and argon gas and includes screens. Includes all necessary accessories to complete job and all taxes, labor, clean-up of debris including disposal of old windows, and permits. Bathroom window to be tempered glass.

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PAYMENT TERMS: 50% DEPOSIT / BALANCE DUE AT COMPLETION

Special Terms: _____ Approved by: _____ Total \$ 1,340⁰⁰
 CC# _____ (Mastercard, Visa or Discover Accepted) Less Deposit \$ _____
 EXP Date _____ Name on Card _____ Balance Due \$ _____
 Billing Zip _____ Balance credit card / Check _____ CVV _____ Balance Due \$ _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate. All agreement contingent upon strikes, accidents or delays beyond our control. Buyer to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This contract shall be governed by the laws of the state of Iowa. Buyer agrees to pay for all costs, including attorney's fees, incurred by company to enforce this contract. Interest may be charged on overdue balances at 24% per annum.

Signed this _____ day of _____ 20 _____ Purchaser _____
 Estimator Tom Nelson Purchaser _____

WHITE OFFICE • YELLOW INSTALLATIONS • PINK CUSTOMER

FORM 0001





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner II
DATE: March 28, 2019
SUBJECT: MPC Development Procedures Agreement Amendment - 2910 McClain Drive, 2920 McClain Drive, and 5609 University Avenue
PROJECT: RZ19-003

REQUEST: Request to approve an Amended Development Procedures Agreement

PETITIONER: James Benda

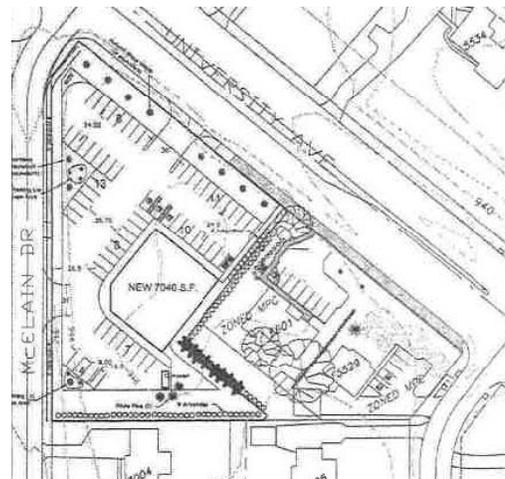
LOCATION: 2910 McClain Drive, 2920 McClain Drive, and 5609 University Avenue

PROPOSAL

The applicant is requesting to amend a Development Procedures Agreement with the City of Cedar Falls for the properties at 2910 McClain Drive, 2920 McClain Drive, and 5609 University Avenue. The original development procedures agreement stated that these three homes could only be demolished and redeveloped as a new restaurant. The proposed amendment would maintain the existing residential buildings, but would allow them to be wholly or partially converted into commercial businesses or offices that are permitted within the MPC district.

BACKGROUND

Per the City's Zoning Code, an application to rezone any property to MPC zoning requires the submittal and approval of a detailed development site plan. On January 16, 2017, 2910 McClain Drive, 2920 McClain Drive, and 5609 University Avenue were rezoned from R-1 Residential to MPC Major Thoroughfare Planned Commercial. The rezoning of this property was accompanied by a development site plan and a Development Procedures Agreement. The site plan and development procedures agreement stated that these three homes could only be redeveloped as a restaurant. See approved site plan to the right. The



applicant is requesting to amend the approved site plan and development procedures agreement associated with this approved 2017 MPC zoning district.

Note: A mailing was sent to neighboring properties within 300 feet of this location on Tuesday, March 5th 2019 to inform them of this proposal.

ANALYSIS

These three properties are located within an MPC, Major Thoroughfare Planned Commercial, zoning district. The intent of the MPC district is to permit the development of a mixture of residential, institutional, professional office and commercial-oriented land uses in a manner that will result in minimal negative impacts upon adjacent low density residential zoning districts or residential uses. The site plans and development agreements that are approved with a rezoning to MPC are intended to provide clear direction regarding how the land will be developed to be compatible and complementary to adjacent residential neighborhoods. Any subsequent amendment to a site plan or development agreement approved with the rezoning to MPC requires review through the Planning & Zoning Commission and City Council.

The area in question is located at the edge of the S-1, shopping center district, with an R-1, residence district, directly to the south. Properties at 5601 and 5529 University Avenue, directly to the east, are also zoned MPC. Both of these properties were rezoned from R-1 to MPC separately with their own developmental site plans. See an excerpt of the City's zoning map to the right; the three properties under consideration are outlined in yellow.



The proposed development procedures agreement would allow the three residential buildings to continue as single unit residences or would allow these buildings to be wholly or partially be converted into commercial businesses or offices that are permitted within the MPC district. The proposed amendment would follow the development pattern of existing MPC zoning along this stretch of University Avenue. The other two MPC properties to the east, 5601 and 5529 University Avenue, were both developed in the same fashion, with the existing residential buildings converted to commercial use as a hair salon and a chiropractor office, respectively. By maintaining the existing residential structures, but allowing them to be re-purposed for small commercial uses, the proposed plan would provide a good transition between the residential neighborhood to the south and University Avenue, a major thoroughfare. It will also provide opportunities for small neighborhood-serving businesses that will not generate as much traffic, noise or congestion as would more intensive commercial uses. For these reasons, staff finds that the proposed change to the development site plan for these properties is consistent with the intent of the MPC District.

It is anticipated that when specific proposals are submitted for re-use of a building, that some additional parking, landscaping, etc. will be required according to the minimum site requirements of the MPC District. These will be reviewed on a case-by-case basis depending on the specific

uses proposed for the building. In addition to the development site plan a developmental procedures agreement must be approved that lists the specific requirements and restrictions that apply to this particular MPC area. The proposed requirements and restrictions for the agreement are listed under the technical comments, below.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposal. The proposed Development Procedures Agreement, see attached, includes the stipulations outlined below.

- a) The three existing residential buildings on the Property may continue as single unit residences or may be wholly or partially converted into any professional office, professional service activity, any local retail business, or service establishment permitted within the MPC district.
- b) No new access points to University Avenue will be permitted.
- c) Site changes necessary for the single unit residences to be wholly or partially converted into commercial uses, such as widening curbs, providing cross-access easements, adding parking and landscaping, will not be considered major site plan changes and may be approved administratively according to the minimum site plan requirements in the MPC Zoning District and all Ordinances of the City. No review by the Planning and Zoning Commission will be required.
- d) If there is a proposal to redevelop the Property beyond what is described herein, a new development agreement will be required as well as site plan reviews by both the Planning and Zoning Commission and City Council.
- e) At the time that any lot within the Property is wholly or partially converted into commercial use, the Owner will be responsible for installing missing public sidewalk connections along said lot.
- f) Redevelopment shall be generally consistent with the conceptual plan shown on Exhibit "A".
- g) Owner shall comply with all Ordinances of the City applicable to any redevelopment.

The submitted development site plan, Exhibit "A" depicts the three existing residential properties as is, except for the property at 5609 University Avenue. The applicant has depicted a proposed new parking lot for this site that would serve a new commercial tenant. The proposed parking lot layout meets the setbacks required for the district and shows an example of what type of changes could occur to the properties within this MPC District. Per the proposed development agreement, once approved, a detailed site plan including dimensions of the parking lot and landscaping will be submitted to staff for final review and approval.

PLANNING & ZONING COMMISSION

Introduction 3/13/2019 Acting Chair Leeper introduced the item and Ms. Howard provided background information. She stated that the proposed plan would allow three residential buildings, 2910 and 2920 McClain Drive and 5609 University Avenue, to continue as single-unit dwellings or be wholly or partially converted into commercial businesses or offices. Ms. Howard reviewed the proposed terms in the development agreement.

Staff views the change to the MPC master site plan as positive, since re-using

the existing residential buildings will ensure that the area remains in scale with the surrounding residential neighborhoods and will provide opportunities for small businesses. Staff recommends review and discussion of the amendment by the Planning and Zoning Commission and the public and to continue discussion to the next meeting for final review.

Mr. Wingert asked what the allowable uses are in the MPC. Ms. Howard stated that it is a variety of commercial and institutional uses, such as office uses, professional office, small retail and service businesses, and similar. The item will be continued at the March 27, 2019 meeting.

Vote
3/27/2019

Chair Holst introduced the item. Ms. Lehmann provided background information and reviewed the terms in the proposed development procedures agreement. There were no questions or comments from the public or the Commission. The Commission unanimously approved the recommendation for City Council to approve the amended Development Procedures Agreement with the City of Cedar Falls for the properties at 2910 McClain Drive, 2920 McClain Drive, and 5609 University Avenue.

STAFF RECOMMENDATION

The Planning and Zoning Commission and City Staff recommend approving the amended Development Procedures Agreement with the City of Cedar Falls for the properties at 2910 McClain Drive, 2920 McClain Drive, and 5609 University Avenue.

Attachments: Amended Development Agreement
Proposed Development Site Plan (Exhibit A)

Prepared by: Iris Lehmann, AICP, Planner II, City of Cedar Falls
220 Clay Street, Cedar Falls IA, 50613, Phone: 319-273-8600

AMENDED AND RESTATED DEVELOPMENTAL PROCEDURES AGREEMENT

This Amended and Restated Developmental Procedures Agreement (hereinafter called the “Amended Agreement”) is made and entered into this _____ day in _____, 2019, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter called “City”), and James Benda, who owns certain property in the City (hereinafter called “Owner”).

WHEREAS, the City and Owner entered into that certain Developmental Procedures Agreement on January 16th, 2017, and filed for record as File number 2017-00013570 on January 27, 2017, in the Office of the Black Hawk County Recorder (hereinafter called the “Agreement”); and

WHEREAS, the property owned by Owner which is the subject of the Agreement is legally described in the attached Exhibit “A” (hereinafter the “Property”); and

WHEREAS, the Agreement was required and is associated with the rezoning of the Property from R-1 Residential Zoning to MPC Major Thoroughfare Planned Commercial Zoning, which rezoning is contained in Cedar Falls Ordinance No. 2892 adopted on January 16, 2017, and filed for record as File number 2017-00013569 on January 27, 2017, in the Office of the Black Hawk County Recorder; and

WHEREAS, it is the desire of the Owner to redevelop the Property for uses allowed as part of the “MPC” Major Thoroughfare Planned Commercial District, and not be restricted in the redevelopment of the property to only a “restaurant” as provided in the Agreement; and

WHEREAS, the City has determined that redevelopment of the Property for all uses as allowed in the “MPC” zoning district but only under the following terms and conditions will not materially adversely affect the Property and its surroundings, and that good cause exists to amend and restate the Agreement.

NOW, THEREFORE, in consideration for the mutual covenants hereinafter contained the City and the Owner agree as follows:

1. The Agreement is hereby amended by striking it in its entirety and substituting the following provisions in lieu thereof, so as to restate the Agreement, as follows:
2. Owner may redevelop the Property for all uses allowed as part of the “MPC” Major Thoroughfare Planned Commercial District on the following conditions:
 - a. The three existing residential buildings on the Property may continue as single unit residences or may be wholly or partially converted into any professional office, professional service activity, any local retail business, or service establishment permitted within the MPC district.
 - b. No new access points to University Avenue will be permitted.
 - c. Site changes necessary for the single unit residences to be wholly or partially converted into commercial uses, such as widening curbs, providing cross-access easements, adding parking and landscaping, will not be considered major site plan changes and may be approved administratively according to the minimum site plan requirements in the MPC Zoning District and all Ordinances of the City. No review by the Planning and Zoning Commission will be required.
 - d. If there is a proposal to redevelop the Property beyond what is described herein, a new development agreement will be required as well as site plan reviews by both the Planning and Zoning Commission and City Council.
 - e. At the time that any lot within the Property is wholly or partially converted into commercial use, the Owner will be responsible for installing missing public sidewalk connections along said lot.
 - f. Redevelopment shall be generally consistent with the conceptual plan shown on Exhibit “A”.
 - g. Owner shall comply with all Ordinances of the City applicable to any redevelopment.
3. This agreement shall inure to the benefit of and be binding upon the Owner and Owner’s successors or assigns.

Owner

By: _____
James Benda

City

By: _____

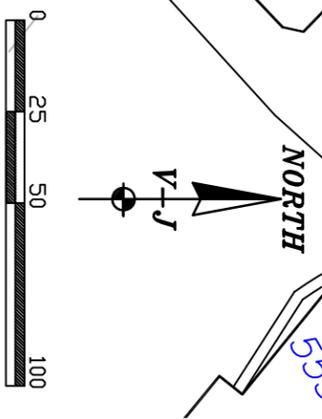
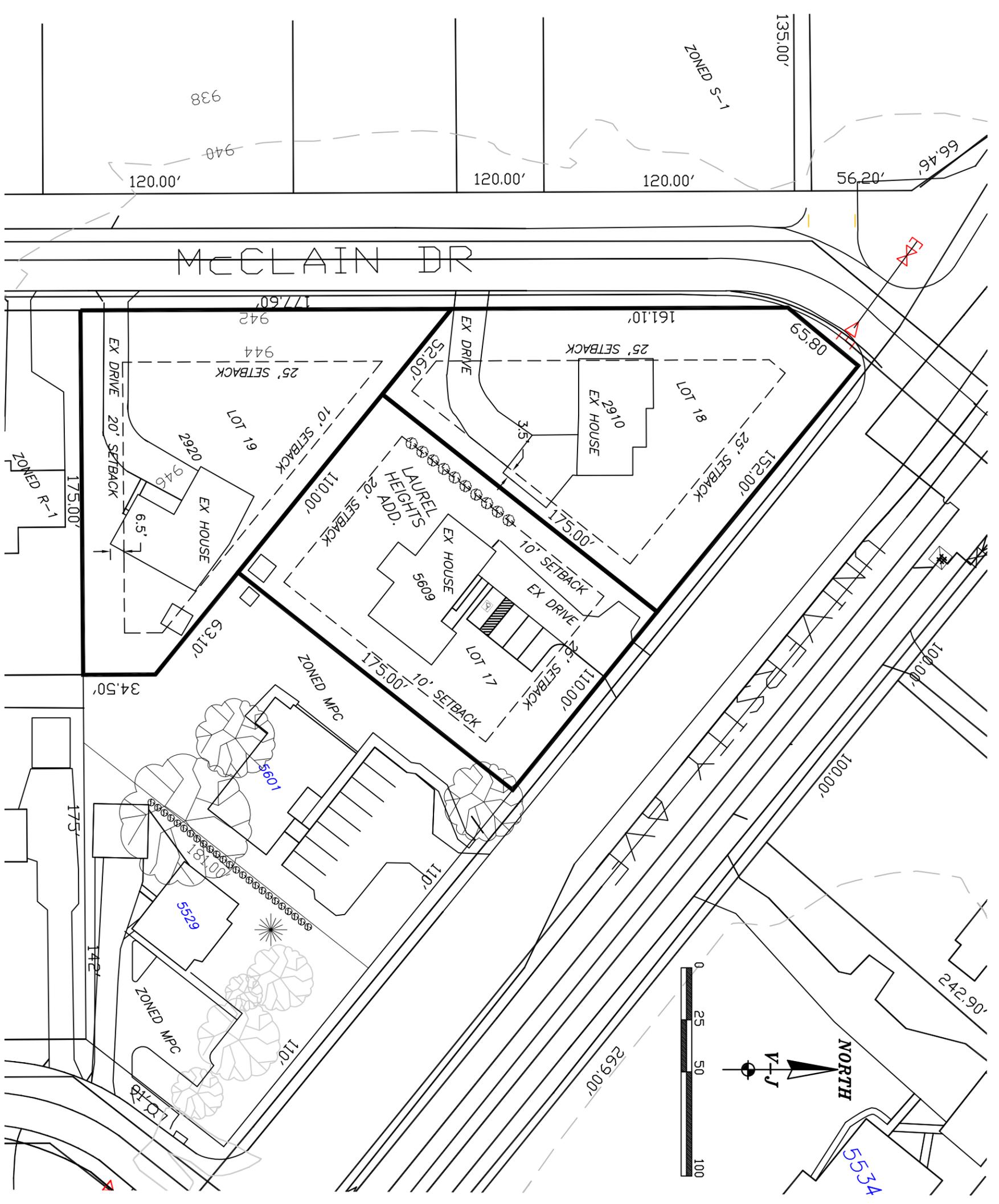
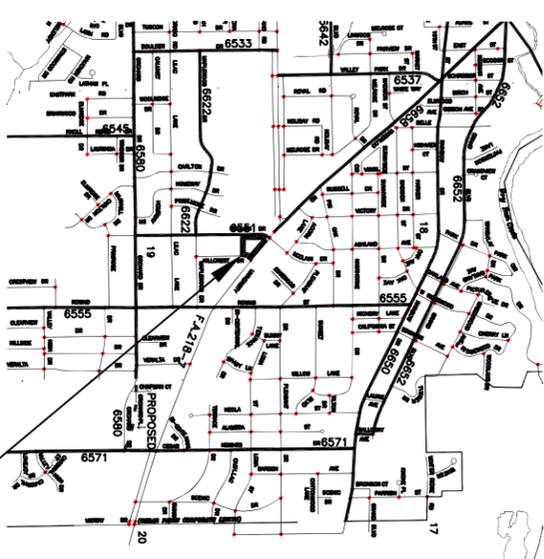
James P. Brown

ATTEST:

By: _____

Jacqueline Daniels, MMC, City Clerk

EXHIBIT "A"
EXISTING CONDITIONS
SITE PLAN FOR MPC
ZONING DISTRICT



SITE LOCATION

OWNER
 Benda, James K
 Benda, Suzanne M
 1816 Valley High Dr
 Cedar Falls, IA 50613

PROJECT SITE ADDRESS
 2910 Mc Clain Dr,
 2920 Mc Clain Dr
 5609 University Ave
 Cedar Falls, IA 50613

DESCRIPTION:
 Lot 17, 18, and 19 of Laurel Heights Addition, Cedar Falls, Iowa, except the Northeastly 22 feet of Lots 17 and 18.

CURRENT ZONING
 MPC - Major Thoroughfare Planned Commercial District

Redevelopment of individual residential lots will require separate site plans to meet Sec. 29-161 of the Cedar Falls Zoning Ordinance for MPC-Major Thoroughfare Planned Commercial District.

NOTE:
 THIS DRAWING IS BASED ON THE RECORDS OF CEDAR FALLS UTILITIES. ALL INFORMATION SHOWN IS APPROXIMATE AND NOT BASED ON ANY FIELD SURVEY MEASUREMENTS.

EX SITE CONDITION PLAN
UNIVERSITY AND McCLAIN



van winkle-jacob engineering, inc.
 1501 technology parkway
 cedar falls, iowa - 319-266-5829

scale	book
1"=50'	
drawn by	
SJL	
date	
1-23-19	revisions



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Karen Howard, Planning and Community Services Manager
DATE: March 28, 2019
SUBJECT: CDBG – Rehabilitation Projects – Bid Opening
 2923 Valley High Dr – Project No. 1-19-671
 1509 Main Street – Project No. 1-19-672

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

In February 2019, bids were let for rehabilitation projects at 2923 Valley High Drive and 1509 Main Street. The owners of these properties all meet the program’s income requirements. These projects are intended to contribute to the livability of the homes. On Monday, March 11, 2019 at 9:00 AM, bids were received and opened for the two rehabilitation projects. Bid results are shown in the table below:

2923 Valley High Drive	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>
Brothers Construction	\$15,583	\$14,883	\$700
Connerley Construction	\$15,545	\$14,745	\$800

1509 Main Street (determined historic)	<i>Bid Total</i>	<i>Hard Costs</i>	<i>Lead Hazard Reduction Costs</i>
Connerley Construction	\$16,993	\$16,133	\$800

The Building Official's estimates were \$16,590 and \$11,100 for 2923 Valley High Drive and 1509 Main Street, respectively. These estimates included both rehabilitation hard costs (no more than \$20,000 per home) and lead hazard reduction costs. Connerley Construction submitted the low bids in the amounts of \$15,545 and \$16,993, respectively.

As a result of the competitive bids, the Housing Commission and City Staff recommends acceptance of the low bid(s) and entering into contracts, attached, with Connerley Construction in the amounts of **\$15,545** and **\$16,993**, respectively.

Please contact me with any questions. Thank you.

XC: Stephanie Houk Sheetz, Director

omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) 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, creed, color, sex, or national origin.
- (c) 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, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses 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 Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) 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 Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner 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 property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

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- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

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Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, 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 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.
- (b) Civil Rights. For all CDBG-funded projects, 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.
 - 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.

- (c) 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."

Exhibit A
Housing Rehabilitation Project Write Up
2923 Valley High Drive, Cedar Falls, IA 50613

Angie White
2923 Valley High Drive
Cedar Falls, IA 50613

Call owner at (319) 415-9737 to arrange a time to view the property.

Line Item	Scope of Work	Rehab Spec Manual Section	Bid Amount
EXTERIOR			
1	Install double hung vinyl replacement windows in the following openings. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Requires Lead Safe Work Practices.	900.52	
	3 windows - living room		1,200.00
	2 windows - rear bedroom		800.00
	2 windows - master bedroom		800.00
	2 windows - office		800.00
2	Replace the patio door with a wood or vinyl door to match existing in size and style. Include applying finish to a wood door. Include a door handle and deadbolt. Requires Lead Safe Work Practices. <i>6ft+</i>	900.40	1,900.00
3	Cover the fascia, soffit, door & window & trim on the house and garage with aluminum. The storm windows must be removed to fully wrap the window trim. Requires Lead Safe Work Practices.	500.6	1,600.00
4	Side the house and garage with vinyl siding. New siding will be installed over existing composite wood siding. Requires Lead Safe Work Practices.		6,600.00
5	Replace the gutters and downspouts on the house and garage. Include splash blocks or extensions on the downspouts.	2000.2	895.00
OTHER			
6	City permits		150.00
7	Lead Safe Work Practices - Interior site preparation and cleanup.		400.00
8	Lead Safe Work Practices - Exterior site preparation and cleanup.		400.00

Base Bid Total **14,545.00**

Line Item	Scope of Work	Rehab Spec Manual Section	Bid Amount
ALTERNATES			
1	Replace the central air conditioning unit.	1800.4	3,900.00
2	Replace the defective insulated glass on the living room window. Repair all windows to operate smoothly, replace any broken weather stripping, sash cords or springs. Sand and varnish the interior window. Scrape and paint to cover the exterior of the window. The storm windows will need to be reinstalled after the trim is wrapped unless new replacement windows are installed. Requires Lead Safe Work Practices.	900.5	3,750.00
3	Replace the overhead garage door with a steel door with a torsion spring. Include reinstalling the owner's door opener. Requires Lead Safe Work Practices. <i>1</i>	900	1,363.00
4	Install hard-wired electric smoke detectors with battery back-up in the basement and in each bedroom, and one hard-wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area). <i>3B&L 2 floors</i>	1900.2	1,563.00

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) 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, creed, color, sex, or national origin.
- (c) 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, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses 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 Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) 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 Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontractor or purchase order as the property owner 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 property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
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Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with

the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, 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 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.
- (b) Civil Rights. For all CDBG-funded projects, 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.
 - 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.

(c) 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."

Exhibit A
Housing Rehabilitation Project Write Up
1509 Main Street, Cedar Falls, IA 50613

Sue Kotz
 1509 Main Street
 Cedar Falls, IA 50613

Call owner at (319) 415-6260 to arrange a time to view the property.

Line Item	Scope of Work	Rehab Spec Manual Section	Cost Estimate
ELECTRICAL			
1	Install hard-wired dual sensor electric smoke detectors with battery back-up in each bedroom. Install one hard-wired electric combination carbon monoxide/smoke detector on the 1st floor (not in the kitchen area), and one hard-wired electric combination carbon monoxide/smoke detector in the common area on the 2nd floor. Install a bathroom vent fan, include 4" metal duct, a new vent cover and vented to the exterior. Requires Lead Safe Work Practices.	600.6, 1900	1,563.00
HEATING			
2	Install a cold air return to the 2nd floor hall. The ductwork must be enclosed to match the existing wall surface where exposed. The exact location is yet to be determined but generally around the stairwell area.	1800.4	1,600.00
INTERIOR			
3	Replace the two beams in the basement with a triple 2"x 8" wood beam supported on two steel columns for each beam. The steel columns are to be set on a solid concrete deck block. One beam is along the north wall and the other is along the east wall.	600	9,000.00
4	Add a 2"x 8" joist along the existing joist under fireplace hearth, secure with 3" screws.	600	260.00
5	Install a wooden handrail on the basement stairs. The handrail is to have a return at the top and be painted or varnished.	600.4	150.00
EXTERIOR			
6	Remove the metal flashing on the flat roof along the house. Pull back the rubber membrane along the house approximately two feet. Make all repairs needed to allow the membrane to lay flat. Reseal along the house and install new metal flashing against the house.	700	1,300.00
7	Tuckpoint the missing mortar joints on the sloped section of the fireplace chimney, relay any loose bricks. Tuckpoint the crack between the house and chimney. Type N spec mix is required for mortar. Install a flat piece of aluminum coil stock to cover the gap between the chimney and 2nd floor window. The aluminum is to match existing window trim in color.	400	910.00
8	Tuckpoint the missing mortar joints in the stone wall at grade level in the front of the house and along the porch columns. Type N spec mix is required for mortar.	400	400.00
9	Replace the front storm door with an aluminum combination storm door. Requires Lead Safe Work Practices. Door is 29" they do not make that size	900.41	500.00
10	Reinforce the wood beam over the basement window on the south side of the house with a 1/4" thick steel plate bolted to the beam. The bolts should be 16" on center and extend through the beam with the nuts & washers on the interior. The plate is to be primed and painted in a light brown or tan. Remove enough of the old beam so that the plate is slightly recessed from the wall.	600	300.00
OTHER			
11	City permits		150.00
12	Lead Safe Work Practices - Interior site preparation and cleanup.		400.00
13	Lead Safe Work Practices - Exterior site preparation and cleanup.		400.00

Base Bid Total **16,933.00**

Over, please →

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: March 28, 2018
SUBJECT: CDBG Banking Service Agreement for Lump Sum Drawdown

Cedar Falls receives approximately \$248,000 in Community Development Block Grant (CDBG) funds each year, as an entitlement community. These funds primarily support several programs: housing rehabilitations or housing repairs for income-qualifying residents; financial support to several service agencies such as Visiting Nurses, Northeast Iowa Food Bank, Consumer Credit Counseling, etc.

May 2nd of every year, Cedar Falls must meet a timeliness test. At that point, the maximum in unspent funds is 1.5 times its annual award. We estimate Cedar Falls will have 1.6 times our annual award. Therefore, as permitted by HUD, we are proposing a lump sum draw down into a separate account, of \$35,500.

The attached Service Agreement is similar to last year's lump sum agreement. We have advised HUD of our intent to complete this. There are several provisions staff will be sure to meet, as provided in the agreement: 1) first expenditure of the lump sum funds must occur within 45 days of the deposit and 2) substantial use of lump sum funds must occur within 180 days. We have several open rehabilitation projects that needed the spring weather to continue forward. These requirements can be met.

Please contact me with any questions. Thank you.

Service Agreement

between

The City of Cedar Falls

and

Farmers State Bank

April 22, 2019

All prices and levels of service in this financial service agreement for the City of Cedar Falls
account number 352-687-8 are guaranteed for a two-year period.

The account relationship established between the City of Cedar Falls and Farmers State Bank is intended to satisfy the requirements of the requirements of the Department of Housing and Urban Development concerning Community Development Block Grants.

This agreement will be established for the following purposes and with the following conditions:

- These Community Development Block Grant (CDBG) funds are provided specifically for homeowner rehabilitation and purchase rehab resale activities as allocated in the City of Cedar Falls' action plan
- Amount of initial funds to be placed in this account: \$35,500
- Term of Agreement: Maximum of 2 years
- The City of Cedar Falls will direct Farmers State Bank on drawdowns of the deposited funds for use by the City, and will also direct the bank to return any unused funds to the City of Cedar Falls' line of credit
- Initial disbursement of the CDBG funds by the City of Cedar Falls will occur within 45 days after deposit into this account (City will provide the Bank with documentation of compliance)
- 25 percent of the CDBG will be disbursed within 180 days of the deposit into this account (City will provide the Bank with documentation of compliance)
- At the end of the period specified in the agreement for undertaking activities, all unobligated deposited funds shall be returned to the City of Cedar Falls' line of credit unless the City enters into a new agreement conforming to the requirements of 24 CFR Section §570.513. In addition, the City of Cedar Falls shall reserve the right to withdraw any unobligated deposited funds required by HUD in the exercise of corrective or remedial actions authorized under §570.910(b), §570.911, §570.912 or §570.913.
- Interest rate payable shall meet the minimum as per 24 CFR Section §570.513(b)(9), and credited to the proposed deposit account. At no time will the interest rate paid on the account exceed the maximum allowable rate cited in that same section.
- In accordance with the 24 CFR Section §570.513(b)(9)(ii) , the City shall not enter into a new agreement during any period of time in which an audit or monitoring finding on a previous lump sum drawdown agreement remains unresolved.

The service agreement will:

- Summarize the services to be provided to the City of Cedar Falls
- Identify the bank officer responsible for the City's accounts
- List the fees for the services provided
- Describe the methods used to calculate interest
- Briefly list some of the programs Farmers State Bank provides in the area of housing rehabilitation

If at any time Farmers State Bank substantially fails to comply with the terms of this agreement, The City of Cedar Falls shall terminate this agreement, provide written justification for the action, withdraw all unobligated deposit funds from Farmers State Bank, and return the funds to the City of Cedar Falls' line of credit.

1. Services Provided

- a. The Bank will provide to the City of Cedar Falls those services normally associated with a commercial checking account.
 - i. Accept and verify deposits
 - ii. Collect deposit items
 - iii. Pay checks properly drawn against the account
 - iv. Insure the safety of the funds
 - 1. FDIC insurance of \$250,000 on the City of Cedar Falls' funds
 - 2. Balance of the City of Cedar Falls' funds covered under Iowa Public Funds Pledging Agreement
 - v. Provide monthly statement
 - 1. List deposits
 - 2. List checks paid in numerical sequence with dollar amounts
 - 3. Provide balance information
 - 4. State interest earned for the statement cycle
 - 5. State the annual percentage yield
- b. In addition to the normal services provided to an account holder, the Bank will provide the following special services to the City of Cedar Falls
 - i. Issue checks to designated payees
 - 1. A voucher should be received by the bank between 8:30am – 10:00 am
 - 2. The voucher would request a check be prepared for a payee or payees listed and for the amounts indicated. All voucher requests would be signed by and authorized City official
 - 3. The checks will be delivered to the City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, IA 50613
 - 4. The checks will require an authorized signature from a City official
 - ii. Provide Messenger Service
 - 1. The Bank will deliver checks in the afternoon between 2:00pm-3:00pm
 - 2. The day or days of the week for the messenger service would be predetermined by the City
 - 3. Provide the City of Cedar Falls a monthly listing of checks issued, The list would include check numbers, check dates, payees, and amounts.

II. Farmers State Bank Personnel

Abby Sears, Treasury Management Officer, and Lexie Heath, Business Development Officer, will be the principal account officers and responsible for the proposed account. The Farmers State Bank staff handling the daily administration of the account will be identified to the City.

Administration of this agreement and the associated account will be performed by Farmers State Bank staff at no cost to the City of Cedar Falls

III. Service Charge Schedule

a. Account Servicing	
Account maintenance	No Charge
Account debits	No Charge
Account credits	No Charge
Deposit Items:	
On Us	\$0.05
Other	\$0.05
Messenger Service per day	
(One pickup – one delivery)	No Charge
Check insurance per check	
(after initial check order cost)	No Charge
Wire Transfer:	
Outgoing transfer	\$20.00
Incoming transfer	\$12.00
Coin & Currency:	
Coin (per roll)	\$0.10
Currency (per \$1,000)	\$0.10
Commercial NSF (per check)	\$31.00
Stop Payments	\$31.00
Special Statements	\$5.00
Research request (plus copy cost)	\$25.00/hour with \$12.00 minimum

The above listed service charges will be billed to the City on a monthly basis.

- b. Funds Availability Policy**
 - a. Day of Deposit (assuming enough information is available to process)
 - i. Cash
 - ii. Wire transfers
 - iii. Pre-authorized credits
 - iv. Checks drawn on Farmers State Bank
 - b. First Business Day after deposit
 - i. All subsequent forms of deposit items

IV. Interest

Monthly interest will be paid on the proposed account. Interest will be paid on the full available balance. The interest rate paid by Farmers State Bank shall be no more than three points below the rate 1-year Treasury obligations at constant maturity. The following rate will be paid on the proposed account

- a. Business Interest Checking Rate**
 - i. A variable rate of interest administered by the Bank and subject to change on a daily basis

ii. Current Rate of Interest:

Variable Adjusted interest at 1 year CMT less 1.25%. As of 3/21/2019 the 1 year CMT rate is currently at 2.520% making the current rate on the account 1.27%. This rate is subject to change weekly.

As can be seen from the Service Charge Schedule section and the Interest Section, service charges and interest will be assessed and paid monthly.

The charge for service and the payment of interest are independent of each other. The Bank is being compensated for services provided and the account is earning interest on the entire balance.

V. Rehabilitation Housing

The lump sum deposited by the City of Cedar Falls will be leveraged by Farmers State Bank to provide funds for loans to local borrowers engaged in rehabilitating local housing for Cedar Falls residents. These rehabilitation loans may be offered at below market interest rates, higher than normal risk or with longer than normal repayment periods, as periodically determined by Farmers State Bank, either directly to those borrowers or through recognized housing rehabilitation programs.

Farmers State Bank participates in a number of programs sponsored by federal, state and local governments to encourage home ownership. These programs may provide down-payment assistance, more flexible underwriting standards or direct grants to potential home-owners. Listing of our 2018 activity:

Program/Service	Federal Housing Administration (FHA) Loans	Total #/\$	2/\$209,840
Description:	Farmers State Bank partners with Iowa Bankers Mortgage Corporation to offer customers FHA loans. This program is available to qualifying borrowers needing assistance with a down payment.		
Program/Service	VA Loans	Total #/\$	1/\$330,300
Description:	Veterans Affairs (VA) loans help service members, veterans, and eligible surviving spouses become homeowners. VA guarantees a portion of the loans.		
Program/Service	FHLB HomeStart Program	Total #/\$	32/\$160,000
Description:	Farmers State Bank utilizes the Federal Home Loan Bank of Des Moines homestart program to assist qualifying members with a down payment or funds to be applied to closing costs. In 2018 we were able to provide this funding to 32 clients, with grants totaling \$160,000.		
Program/Service	Small Mortgage Loans	Total #/\$	12/\$439,350
Description:	Farmers State Bank continues to offer financing to families of modest income.		

VI. Conclusion

Farmers State Bank looks forward to working with the City staff on this account. If any additional information is needed please contact Lexie Heath or Abby Sears at 319-287-3961

VII. Acceptance

The City of Cedar Falls accepts the two-year financial service agreement with Farmers State Bank for the Housing Rehabilitation Activity Account 352-687-8. The City of Cedar Falls reserves the right to terminate the agreement without cause at any time.

FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA

By: *Aslan*

By: _____

Title: Treasury Management Officer

Title: _____

Date: 03/25/2019

Date: _____

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Planner II
DATE: March 28, 2019
SUBJECT: Sale of Lots 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less).

The Community Development Department would like to request that a public hearing be scheduled for April 15, 2019 to address the proposed transfer of the above referenced City owned real estate to Zuidberg NA, L.L.C. The proposed project would consist of a new 30,000 sf. warehouse and office facility to be constructed along the east side of Production Drive, between Capital Way and Technology Place in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Karen Howard, Planning and Community Services Manager

Prepared by: Shane Graham, Planner II, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND ZUIDBERG NA, L.L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO ZUIDBERG NA, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Zuidberg NA, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Zuidberg NA, L.L.C. on terms which include:

(1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less);

and

(2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$2,980,000.00 for a period through December 31, 2031; and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 15th day of April, 2019, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa,

to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Zuidberg NA, L.L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, 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 No. _____ 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
City Clerk of Cedar Falls, Iowa



MAYOR JIM BROWN

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

MEMORANDUM
Office of the Mayor

TO: City Council & City Staff
FROM: Mayor Jim Brown
DATE: March 28, 2019
SUBJECT: Referral request for a limited-use fireworks window

Per Council directive, Councilmember Green presented me with the following referral to reconsider a limited-use fireworks window. I have included his request on the City Council agenda for consideration.

Wednesday, March 27, 2019

Mayor Brown,

I request to refer to Committee of the Whole a repeal of the 2017 consumer fireworks ban, and enactment of a limited-use window.

On February 18th, the Waterloo City Council voted to permit fireworks use between noon and 11pm on July 4th, and from noon to 10pm on both July 3rd and July 5th. Additionally, it increased the fines for using fireworks outside of those use windows. I believe that a limited-use window is also a reasonable compromise for Cedar Falls and would be amenable to the majority of residents of our city. For this reason, I believe this item merits consideration by City Council in time for Independence Day 2019.

*Very respectfully,
Rob*