

# AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, MAY 04, 2020 7:00 PM AT CITY HALL VIA VIDEOCONFERENCE

To protect against the spread of the COVID-19, the meeting will be held via Videoconference. The public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or
- +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: https://zoom.us/j/96272871738.
- d) View the live stream on Channel 15 YouTube using this link: https://youtu.be/mz\_pH81EjBQ (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

#### Call to Order by the Mayor

#### **Roll Call**

#### **Approval of Minutes**

1. Regular Meeting of April 20, 2020.

#### **Agenda Revisions**

#### **Special Order of Business**

- Public hearing on the proposed rezoning from A-1, Agricultural, to R-1, Residential and M-1, P, Planned Light Industrial, of recently annexed property located south of West Viking Road and east of South Union Road, and also on an associated amendment to the Future Land Use Map by changing the designation from undesignated to Industrial, Low Density Residential, and Public and Utilities.
  - a) Receive and file proof of publication of notice of hearing. (Notice published April 24, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
- 3. Pass an ordinance amending Section 26-121 of the Code of Ordinances by rezoning from A-1, Agricultural, to R-1, Residential and M-1, P, Planned Light Industrial, of recently annexed property located south of West Viking Road and east of South Union Road, upon its first consideration.
- 4. Resolution amending the Future Land Use Map, by changing the designation from undesignated to Industrial, Low Density Residential, and Public and Utilities, for recently annexed property located south of West Viking Road and east of South Union Road.
- Public hearing on proposed amendments to the City's FY2020 Budget.

- a) Receive and file proof of publication of notice of hearing. (Notice published April 21, 2020)
- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- 6. Resolution approving and adopting amendments to the City's FY20 Budget.

#### **Old Business**

- 7. Pass Ordinance #2963, amending the boundaries for wards and precincts within the City of Cedar Falls to incorporate recently annexed territory, upon its second consideration.
- 8. Pass Ordinance #2964, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to prohibiting loitering, upon its second consideration.
- 9. Pass Ordinance #2965, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds, 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.)

- 10. Receive and file a proclamation recognizing May 2020 as Bike Month and May 20th as Ride of Silence Day.
- 11. Receive and file a proclamation recognizing May 2020 as Neurofibromatosis Awareness Month and May 17th as World Fibromatosis Awareness Day.
- 12. Approve the following recommendation of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Lisa R. Thomas, Human Rights Commission, term ending 07/01/2022.
- 13. Receive and file Departmental Monthly Reports of March 2020.
- 14. Receive and file the Bi-Annual Report of Community Main Street relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds and an FY20 Economic Development Grant.
- 15. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY20 Self-Supported Municipal Improvement District (SSMID) Funds and an FY20 Economic Development Grant.
- 16. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - a) Casey's General Store #1887, 2425 Center Street
  - b) Casey's General Store #2630, 5226 University Avenue
  - c) Casey's General Store #2865, 5908 Nordic Drive
  - d) Casey's General Store #3045, 601 Main Street
  - e) Casey's General Store #3610, 1225 Fountains Way
  - f) Five Corner Liquor and Wine, 809 E 18th Street
  - g) Happy's Wine & Spirits, 5925 University Avenue
  - h) Hill Street News & Tobacco, 2217 College Street
  - i) King Star, 2228 Lincoln Street
  - j) Music Station, 1420 W. 1st Street
  - k) The Landmark, 107 Main Street
  - I) Up In Smoke, 2218 College Street
- 17. Approve the following applications for beer permits and liquor licenses:
  - a) Tobacco Outlet Plus, 4116 University Avenue, Class C beer renewal.
  - b) Berk's Main Street Pub, 207 Main Street, Class C liquor renewal.

- c) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service renewal.
- d) Casey's General Store, 5226 University Avenue, Class E liquor renewal.

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

- 18. Resolution approving and adopting an Amendment to Implement Over-the-Counter Medications for the City's Cafeteria Plan relative to implementing provisions of the CARES Act of 2020.
- 19. Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission.
- 20. Resolution approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with Rasmusson Towing, Inc.
- 21. Resolution receiving and filing the bids, and approving and accepting the low bid of Failor Hurley Construction, Inc., in the amount of \$209,800, for the Cedar Falls Recreation Center Locker Rooms Renovation Project.
- 22. Resolution approving and accepting the contract and bond of Failor Hurley Construction, Inc. for the Cedar Falls Recreation Center Locker Rooms Renovation Project.
- 23. Resolution approving and authorizing submission of an application for Traffic Safety Improvement Program (TSIP) funding with the Iowa Department of Transportation relative to the Greenhill Road and South Main Street Intersection Improvements.
- 24. Resolution receiving and filing, and setting May 18, 2020 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 CDBG Sidewalk Infill Project.
- 25. Resolution setting May 18, 2020 as the date of public hearing on authorization of a Loan Agreement and the proposed issuance of not to exceed \$700,000 General Obligation Capital Loan Notes (for general corporate purposes).
- 26. Resolution setting May 18, 2020 as the date of public hearing on authorization of a Loan Agreement and the proposed issuance of not to exceed \$2,800,000 General Obligation Capital Loan Notes (for essential corporate purposes).
- 27. Resolution setting May 18, 2020 as the date of public hearing on the proposed adoption of the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County.

**Allow Bills and Payroll** 

**City Council Referrals** 

**City Council Updates** 

**Staff Updates** 

#### **Executive Session**

28. Executive Session Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3), following Public Forum.

**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, APRIL 20, 2020 REGULAR MEETING, CITY COUNCIL MAYOR ROBERT M. GREEN PRESIDING

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was an electronic meeting being conducted in conformance with the Governor's Proclamation of Disaster Emergency dated March 19, 2020. Due to the COVID-19 pandemic, an in-person meeting was impractical. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.

- 52755 It was moved by Harding and seconded by Darrah that the minutes of the Regular Meeting of April 6, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52756 Mayor Green announced the continuation of the public hearing on the proposed vacation and dedication of a storm sewer easement on the northeast corner of the property located at 312 West 1st Street. Community Services Manager Howard provided a brief summary. There being no one else present to speak about the proposed vacation and dedication, the Mayor declared the hearing closed and passed to the next order of business.
- 52757 It was moved by Darrah and seconded by Kruse that Resolution #21,932, approving and authorizing vacation and dedication of a storm sewer easement on the northeast corner of the property located at 312 West 1st Street, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,932 duly passed and adopted.
- 52758 (Lost connection with Councilmember Sires.) Mayor Green announced that in accordance with the public notice of April 10, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cedar Falls Recreation Center Locker Rooms Renovation Project. 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.
- 52759 The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Building Official Castle provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 52760 It was moved by Taiber and seconded by Darrah that Resolution #21,933, approving and adopting the plans, specifications, form of contract & estimate of

cost for the Cedar Falls Recreation Center – Locker Rooms Renovation Project, be adopted. Following questions by Councilmembers Taiber and Darrah, and responses by Building Official Castle, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Taiber. Nay: None. Absent: Sires. Motion carried. The Mayor then declared Resolution #21,933 duly passed and adopted.

- 52761 Mayor Green announced that in accordance with the public notice of April 10, 2020, this was the time and place for a public hearing on a proposed ordinance amending the boundaries for wards and precincts within the City of Cedar Falls to incorporate recently annexed territory. It was then moved by deBuhr and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52762 The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Administrator Gaines provided a brief summary. 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.
- 52763 It was moved by Taiber and seconded by deBuhr that Ordinance #2963, amending the boundaries for wards and precincts within the City of Cedar Falls to incorporate recently annexed territory, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Taiber. Nay: None. Absent: Sires. Motion carried.
- 52764 (Councilmember Sires now present at 7:13 P.M.) It was moved by Kruse and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

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

- a) Chris Martin, Board of Rental Housing Appeals, term ending 05/01/2024.
- b) Cindy Wiles, Board of Rental Housing Appeals, term ending 05/01/2024.

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

Approve the following applications for beer permits and liquor licenses:

- a) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor renewal.
- b) The Horny Toad American Bar & Grille, 204 Main Street, Class C liquor renewal.
- c) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service renewal.
- d) Casey's General Store, 2425 Center Street, Class E liquor renewal.
- e) Walgreens, 2509 Whitetail Drive, Class E liquor renewal.

Motion carried unanimously.

52765 - It was moved by Harding and seconded by deBuhr to receive and file a communication from the Civil Service Commission relative to a certified list for the position of Assistant Public Safety Director/Police Chief.

Following questions and comments by Councilmembers Harding, Sires, Taiber, Darrah, Kruse and Miller, Mayor Green, Thomas (T.J.) Frein, 1319 Austin Way, Rick Sharp, 1623 Birch Street, and Jeremy Sulentic, 1008 Rocklyn Street, and responses by City Administrator Gaines, Finance and Business Operations Director Rodenbeck, Public Safety Services Director Olson, Mayor Green and City Attorney Rogers, the motion carried 6-1 with Councilmember Sires voting nay.

52766 - It was moved by Kruse and seconded by Taiber that the following resolutions be introduced and adopted:

Resolution #21,934, authorizing the redemption of outstanding General Obligation Capital Loan Notes, Series 2009A, of the City of Cedar Falls, dated December 23, 2009, and directing notice be given.

Resolution #21,935, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the University Avenue Reconstruction Project - Phase 2.

Resolution #21,936, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreational Trail Project – 12th Street to 27th Street.

Resolution #21,937, approving and authorizing execution of an Amendment to Agreement with River Place Properties, LC and State Street Mixed Use II, LC relative to conveyance of certain real estate to the City, and approving and authorizing execution of a Memorandum of Agreement affecting a Second Amendment to Agreement for Private Development with River Place Properties, LC and State Street Mixed Use II, LC.

Resolution #21,938, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for temporary wheat paste murals in the College Hill Business District.

Resolution #21,939, setting May 4, 2020, as the date of public hearing on amendments to the City's FY2020 Budget.

Resolution #21,940, setting May 4, 2020 as the date of public hearing on the proposed rezoning from A-1, Agricultural, to R-1, Residential and M-1, P, Planned Light Industrial of recently annexed property located south of West Viking Road and east of South Union Road, and also on an associated amendment to the Future Land Use Map by changing the designation from being undesignated to Industrial, Low Density Residential, and Public and Utilities.

Following due consideration by the Council, the Mayor put the question on the

motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #21,934 through #21,940 duly passed and adopted.

- 52767 It was moved by deBuhr and seconded by Miller that Resolution #21,941, approving and authorizing execution of a Second Amendment to Loan Agreement with Sturgis Falls Celebration, Inc., be adopted. Following a question by Thomas (T.J.) Frein, 1319 Austin Way, and responses by Finance and Business Operations Director Rodenbeck and Councilmember Sires, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,941 duly passed and adopted.
- 52768 It was moved by Darrah and seconded by Harding that Resolution #21,942, approving and authorizing execution of a contract with Laser Line Striping relative to 2020 pavement marking services, be adopted. Following questions and comments by Councilmembers deBuhr and Kruse, and Kelly Dunn, 915 Royal Drive, and responses by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,942 duly passed and adopted.
- 52769 It was moved by Darrah and seconded by deBuhr that Resolution #21,943, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with AECOM Technical Services, Inc. for acquisition services relative to the Olive Street Box Culvert Replacement Project, be adopted. Following questions by Councilmembers Harding and Darrah, and responses by City Administrator Gaines and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,943 duly passed and adopted.
- 52770 It was moved by Miller and seconded by deBuhr that Resolution #21,944, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to the Island Park Improvements Project, be adopted. Following questions and comments by Councilmembers Miller and Taiber, and responses by Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,944 duly passed and adopted.
- 52771 It was moved by Darrah and seconded by Kruse that Resolution #21,945, approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for construction of a financial institution at 126 Brandilynn Boulevard, be adopted. Following questions and comments by Councilmember Harding, Mayor Green, and Joseph Abraham, 221 ½ Main Street, Readlyn, and responses by

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, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,945 duly passed and adopted.

- 52772 It was moved by Harding and seconded by Kruse that Ordinance #2964, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to prohibiting loitering, be passed upon its first consideration. Following questions by Councilmembers Harding, Taiber and Darrah, Thomas (T.J.) Frein, 1319 Austin Way, and Jeremy Sulentic, 1008 Rocklyn Street, and responses by Public Safety Services Director Olson 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, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
- 52773 It was moved by Darrah and seconded by Kruse that Ordinance #2965, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds, be passed upon its first consideration. Following questions by Councilmembers Kruse, Darrah, Sires and Harding, and Jeremy Sulentic, 1008 Rocklyn Street, and responses by Building Official Castle 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, Harding, Darrah, Taiber. Nay: Sires. Motion carried.
- 52774 It was moved by Kruse and seconded by deBuhr that the bills and payroll of April 20, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
- 52775 Mayor Green, Public Safety Services Director Olson, City Administrator Gaines and City Attorney Rogers responded to questions and comments by Councilmembers Kruse, Darrah and Taiber regarding the timeline of the appointment process for the Assistant Public Safety Director/Police Chief position.

It was then moved by Taiber and seconded by Darrah to refer to Committee of the Whole a discussion on stormwater collection strategies. Following comments by City Administrator Gaines and Councilmember deBuhr, the motion by Taiber and second by Darrah were withdrawn.

52776 - Northern Iowa Student Government Liaison Rebecca Aberle announced that the University of Northern Iowa Spring graduation was cancelled, summer courses will be held on-line, and student volunteers have been collecting Personal Protection Equipment (PPE) to help those in need.

Councilmember Sires expressed appreciation to the Lions Club for their clean-up efforts along Union Road, and to the Public Works and City Staff for their continued efforts during this time.

52777 - Councilmember Kruse expressed opposition to closing the City transfer station. Following questions and comments by Councilmembers Taiber, Harding, Kruse, Darrah and Miller, and Mayor Green, and responses by City Administrator Gaines, Public Safety Services Director Olson, Public Works Director Schrage and Mayor Green, there was consensus to keep the transfer station and pickle ball courts open, and to close the restrooms in parks during the COVID-19 pandemic.

City Administrator Gaines provided additional updates on the COVID-19, precautions city staff continue to take, and how future projects may be pushed back due to funding sources being affected by the pandemic.

Community Development Director Sheetz responded to a question by Mayor Green regarding allowable use of campers and RV's on private property in residential areas for up to 30 days.

Mayor Green responded to a question by Councilmember Miller regarding the authorities of Mayor and City Administrator, and for allowing a current city employee to speak earlier in the meeting about an employment matter.

Mayor Green recognized this week as 'Administrative Professionals Week' and he and Councilmember Darrah thanked City administrative staff. The Mayor then recognized Fire Chief Bostwick for his 40 years of service.

52778 - Thomas (T.J.) Frein, 1319 Austin Way, suggested involving outside agencies in the police chief selection process, spoke about the importance of pavement markings and expressed appreciation for trash cans on the trails.

Mayor Green responded to a question by Mr. Frein about a recent proclamation he signed regarding COVID-19 cases at the Tyson Fresh Meats plant. Public Safety Services Director Olson, Finance and Business Operations Director Rodenbeck and Councilmember deBuhr responded to questions and comments by Councilmember Kruse and Mr. Frein, regarding the Police Chief selection process.

Finance and Business Operations Director Rodenbeck responded to a question by Jeremy Sulentic, 1008 Rocklyn Street, regarding access to older City Council meeting videos.

Kelly Dunn, 915 Royal Drive, expressed appreciation for the COVID-19 discussion and pavement markings, and encouraged use of patience and science as the city starts to reopen.

Manette Bell Anderson, 2508 Union Road, commented on the electronic city council meetings and encouraged the City to hold off on making decisions during this time.

Rick Sharp, 1623 Birch Street, congratulated Fire Chief Bostwick on 40 years of service, and suggested that the City look into withdrawing from TIF accounts to fund declines in revenue. Mayor Green responded to Mr. Sharp's request for the City to work with Cedar Falls High School to recognize local graduating seniors.

Penny Popp, 4805 South Main Street, expressed appreciation to the Cedar Trails Partnership for providing a grant for a bike repair station at Eldorado Park, and to the City for their assistance in installing it.

52779 - It was moved by Harding and seconded by Miller that the meeting be adjourned at 10:04 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



#### DEPARTMENT OF COMMUNITY DEVELOPMENT

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

www.cedarfalls.com MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council

**FROM:** Shane Graham, Economic Development Coordinator

**DATE:** April 27, 2020

**SUBJECT:** Rezoning Request

REQUEST: Rezone property from A-1, Agricultural to R-1, Residential and M-1,P Planned

Light Industrial District (Case #RZ20-003)

PETITIONER: City of Cedar Falls

LOCATION: Approximately 224 acres of land located along the south side of West Viking

Road and the east side of South Union Road

#### **PROPOSAL**

On February 12, 2020, the State of Iowa City **Development Board approved** the City's request to annex approximately 244 acres of land located adjacent to the city limits near the Cedar Falls Industrial Park into Cedar Falls. Per the Cedar Falls City Code (Section 26-121), once land is annexed into the city limits, the property automatically becomes zoned as A-1 Agricultural. The City is therefore requesting to rezone approximately 224 of the 244 acres of land included in the annexation area from A-1



Agricultural to R-1 Residential and M-1,P Planned Light Industrial District. One property included within the annexation area that is approximately 20 acres in size will remain zoned A-1 and is not part of this rezoning request, as the current use of that property as a home and wildlife sanctuary would necessitate an A-1 zoning designation. The rezoning of the properties will allow for the proposed expansion of the Cedar Falls Industrial Park, and the continued use of six lots

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for residential purposes.

#### **BACKGROUND**

The City of Cedar Falls acquired approximately 200 acres of farm ground in 2019, with the intent of continuing the expansion and development of the city's industrial park, which is located adjacent to the east within the city limits. Since the property was located outside of the city limits, an annexation request was filed with the State of Iowa. The annexation area not only included the 200 acres that the city purchased, but also included 6 residential properties located along the south side of West Viking Road, a residential/agricultural property located at the corner of South Union Road and West Viking Road, and an electrical substation operated by Cedar Falls Utilities located along South Union Road. All of the property owners included in the annexation signed the annexation application, making it a 100% voluntary annexation request. The annexation request was approved by the State of Iowa City Development Board on February 12, 2020, and is in the process of being finalized and recorded with the Black Hawk County Recorder's Office. Once the area is annexed into the City of Cedar Falls, unless the property is going to remain zoned A-1 Agricultural per City Code, the property must be rezoned if it is to be used for other than agricultural uses.

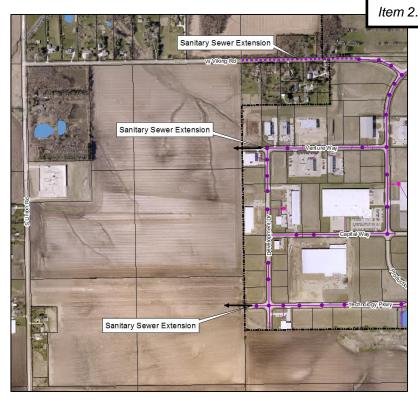
#### **ANALYSIS**

The property to be rezoned is surrounded by a handful of residential acreages to the north, mainly agricultural uses to the west and south, and the existing Cedar Falls Industrial Park located to the east. The city conducted a phase I environmental report for the 200 acres of farm ground that was purchased, and there were no sensitive areas found within this area, making this area suitable for the continued development of the city's industrial park.

Zoning considerations normally involve evaluation of three main criteria:

- 1) Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?
  - This area is currently not designated on the future land use map as it was just annexed into the city. Therefore, an amendment to the map will need to be approved in order to designate this area on the future land use map, which will be outlined in a separate staff report. The area to the east within the city limits is designated as industrial, as that is where the Cedar Falls Industrial Park is located. The area to the north is designated as low density residential. It would be anticipated that the City-owned properties would be designated as industrial, while the residential uses would be designated as low density residential. These proposed designations would appear to be compatible with the surrounding designations. The Comprehensive Plan specifically calls for future annexation of territory to the City of Cedar Falls to be located in an area adjacent to the City's western corporate boundaries which include the area that was recently annexed, so the annexation of this land is consistent with the Comprehensive Plan.
- 2) Is the property readily accessible to sanitary sewer service? Yes, sanitary sewer is readily available to the site. 18" and 12" sanitary sewer mains are located adjacent to the property within Technology Parkway and Venture Way within the existing industrial park. As you can see from the map below, these sanitary sewer lines were constructed with the anticipation that they would be extended to this property in the future. The City has already hired an engineering consultant to design the extension of the sanitary sewer throughout the property.

For the 6 residential properties located along W. Viking Road, there is a sanitary sewer main located within W. Viking Road that will be extended in front of the properties. For the one additional residential/agricultural property located at the corner of S. Union Road and W. Viking Road, sanitary sewer will be extended from the city's property to this property. For the residential properties, it was agreed during the annexation process that those properties would not be required to hook onto the city sanitary sewer system if they choose not to, as they have existing septic systems, but the City will still provide the sanitary sewer to the



properties so that they can connect if they so choose.

3) Does the property have adequate roadway access?

The property is adjacent to W. Viking Road and S. Union Road. For the land that the City owns that will be developed as an extension to the existing industrial park, both Technology Parkway and Venture Way abut to this property, with those roads being shown as connecting into this property. As you can see on the concept map, which is attached in the packet, a connection to W. Viking Road and S. Union Road is shown, which will provide 4 different access points to the property. Also, two future road connections are shown going to the south, which is currently privately owned.

Currently, the two roads within the industrial park that would be extended to the west are industrial-grade, two lane roads with curb and gutter. W. Viking Road is currently an asphalt road with ditch drainage. The city is already working on plans to upgrade the section of W. Viking Road from just west of Production Drive all the way to the intersection of S. Union Road. This would bring this road to an urban section road with curb and gutter. This is anticipated to be completed in 2022-2023. S. Union Road is currently a gravel road that is maintained by Black Hawk County. There are no current plans to upgrade that road at this time, but if it becomes warranted, the City will work with the County to address this road.

As part of the technical review of this proposal, Cedar Falls Utilities personnel have no concerns with the proposed rezoning request. Water, electric, gas, and communication utilities are all adjacent to the site or are available to be extended to the area.

A notice was mailed to the adjoining property owners on March 31, 2020 regarding this request.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the request to rezone property from A-1 Agricultural District to R-1 One and Two Family Residence District and M-1,P Planned Light Industrial District.

#### PLANNING & ZONING COMMISSION

Introduction 03/11/20

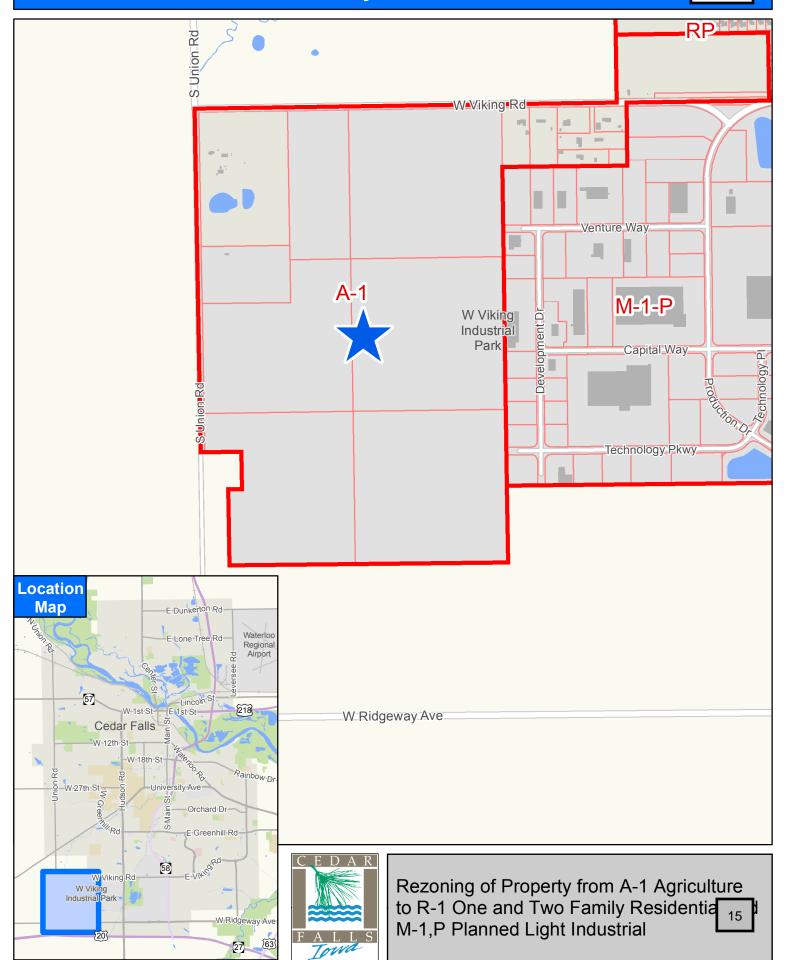
Mr. Graham provided background information regarding the request. He explained that the City is annexing about 244 acres at the southeast corner of Viking Road and South Union Road. Once property is annexed it is automatically zoned A-1, Agriculture. From there rezoning occurs when needed. It is proposed to rezone the proposed Industrial Park ground and the CFU electrical substation to M-1, P and the six existing residential lots located along Viking Road to R-1. The property located at the corner of S. Union Road will not be rezoned as the existing use fits within the A-1 District. He discussed sanitary sewer and water main extensions, roadway access and the development concept plan. Staff recommends gathering comments from the Planning and Zoning Commission and the public relating to the request and bringing it back to the Commission at the next meeting.

Mr. Leeper commended the City on planning for the future. Mr. Wingert asked if the detention basins will be wet or dry. Mr. Graham stated that the one along Viking Road would be wet, as well as the one next to the substation.

Vote 4/8/2020

Chair Holst introduced the item and Mr. Graham provided background information, explaining that the property at the southeast corner of Viking Road and South Union Road will need to be rezoned now that the annexation is complete. He provided renderings of the areas to be rezoned and explained the proposed rezoning. He also discussed the roadway access and development concept plan. Staff recommends approval.

Mr. Hartley made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Holst, Larson, Leeper, Lynch and Prideaux), and 0 nays.



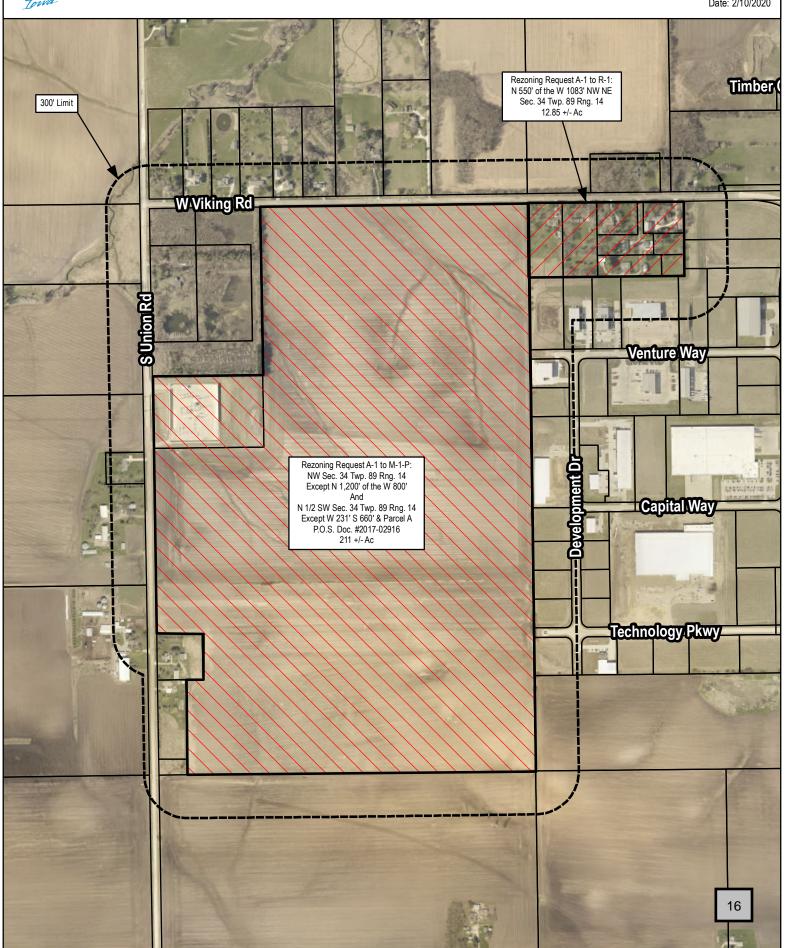


## City of Cedar Falls, Iowa

Owner's Listing for Rezoning Request

RALLS A-1 to M-1-P & A-1 to R-1







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

ORDINANCE NO.	

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

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

#### Legal description for land to be rezoned from A-1 to M-1, P:

The Northwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof, and also the North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916. Area containing 211+/- acres.

#### Legal description for land to be rezoned from A-1 to R-1:

The North 550 feet of the West 1083 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Area containing 12.85+/- acres;

And

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

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

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

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

Section 1. That the following described real estate:

#### <u>Legal description for land to be rezoned from A-1 to M-1, P:</u>

The Northwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof, and also the North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916. Area containing 211+/- acres.

#### <u>Legal description for land to be rezoned from A-1 to R-1:</u>

The North 550 feet of the West 1083 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa. Area containing 12.85+/- acres

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District and M-1, P Planned Light Industrial District.

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

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby renacted 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:	May 4, 2020	
PASSED 1 <sup>ST</sup> CONSIDERATION:		
PASSED 2 <sup>ND</sup> CONSIDERATION:		
PASSED 3 <sup>RD</sup> CONSIDERATION:		
ADOPTED:		
ATTEST:		Robert M. Green, Mayor



#### 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 Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator

**DATE:** April 27, 2020

**SUBJECT:** Land Use Map Amendment

REQUEST: Land Use Map Amendment to designate new areas of land within the City of

Cedar Falls (Case #LU20-001)

PETITIONER: City of Cedar Falls

LOCATION: Approximately 244 acres of land located along the south side of W. Viking

Road and the east side of S. Union Road

#### **PROPOSAL**

The City of Cedar Falls has submitted a request to rezone approximately 224 of the 244 acres of land included within a recently annexed area of land from A-1 Agricultural to R-1 Residential and M-1,P Planned Light Industrial District. The rezoning of the properties will allow for the proposed expansion of the Cedar Falls Industrial Park, and the continued use of six lots for residential purposes. Zoning considerations normally involve evaluation of three main criteria:

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

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

#### **BACKGROUND**

The City of Cedar Falls acquired approximately 200 acres of farm ground in 2019, with the intent of continuing the expansion and development of the city's industrial park, which is located adjacent to the east within the city limits. Since the property was located outside of the city limits, an annexation request was filed with the State of Iowa. The annexation area not only included the 200 acres that the city purchased, but also included 6 residential properties located along the south side of West Viking Road, a residential/agricultural property located at the

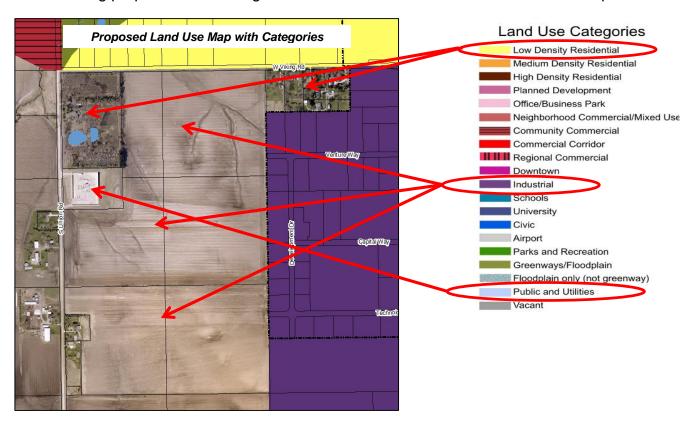
Item 4.

corner of South Union Road and West Viking Road, and an electrical substation operated Cedar Falls Utilities located along South Union Road. In total, the annexation area comprises of approximately 244 acres of land. The annexation request was approved by the State of Iowa City Development Board on February 12, 2020, and is in the process of being finalized and recorded with the Black Hawk County Recorder's Office. Now that the area has been approved to be annexed into the City of Cedar Falls, this area must be shown on the Future Land Use Map, as it is not currently designated on the map.

#### **ANALYSIS**

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

The land use analysis is the first step in the rezoning process. The residential properties and the electrical substation property are existing uses with no future changes in use anticipated, so these properties are being proposed to be designated as "Low Density Residential" and "Public and Utilities" on the Future Land Use Map respectively. The property that the City owns is currently being utilized as farm ground, but is anticipated to be used for industrial uses, so this area is being proposed to be designated as "Industrial" on the Future Land Use Map.



The proposed designation on the Future Land Use Map corresponds to the proposed rezoning from A-1, Agricultural to R-1, Low Density Residential and M-1,P Planned Light Industrial District.

A notice was mailed to the adjoining property owners on March 31, 2020 regarding this request.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the land use map amendment to designate new areas of land within Cedar Falls as Low Density Residential, Industrial, and Public and Utilities.

#### **PLANNING & ZONING COMMISSION**

Introduction 03/11/20

Mr. Graham provided background information on the request. He explained that the City purchased approximately 200 acres of farm ground west of the City limits for the continued expansion of the Industrial Park. The City is annexing about 244 acres and wants to designate this on the future land use map. The City will also want to rezone the property as well. Mr. Graham explained the proposed designation and displayed where they are located. Staff recommends gathering comments from the Planning and Zoning Commission and the public relating to the request and bringing it back to the Commission at the next meeting.

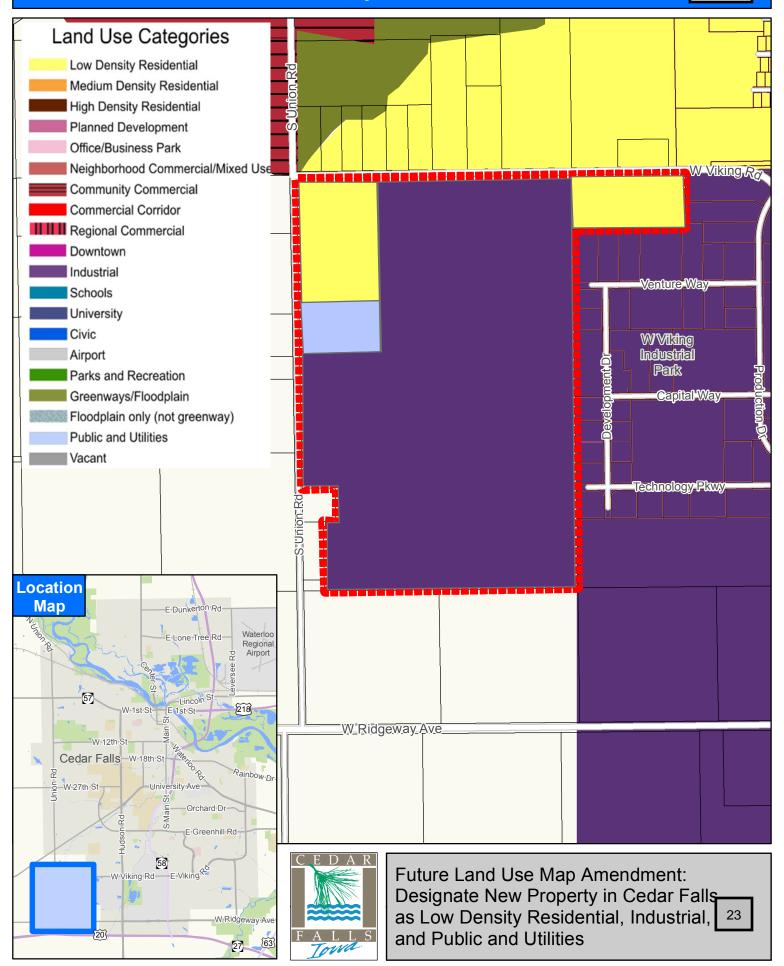
Mr. Holst asked about the level of support from the neighborhood. Mr. Graham stated that the response has been good and that the neighbors signed the voluntary annexation. Staff is keeping them informed and involved.

Mr. Wingert asked about plans for improvements to the roads. Mr. Graham stated that Viking Road is in the CIP for improvement, but there are currently no plans for Union Road.

Vote 4/8/2020

Chair Holst introduced the item and Mr. Graham provided background information. He explained that the City purchased approximately 200 acres of property at the southeast corner of Viking Road and South Union Road. Annexation for the area has been approved by the State and completed, requiring the addition of the property to the Land Use Map. Mr. Graham displayed the proposed updates to the map and noted that staff has not received any comments from surrounding property owners. Staff recommends approval of the Land Use Map Amendment.

Mr. Leeper made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Holst, Larson, Leeper, Lynch and Prideaux), and 0 nays.







#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

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

### INTEROFFICE MEMORANDUM

Financial Services Division

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

FROM: Lisa Roeding, Controller/City Treasurer

**DATE:** April 29, 2020

**SUBJECT:** FY2020 Budget Amendment

Attached please find the certification resolution for the FY2020 budget amendment. This is necessary due to departmental reorganizations, timing of various projects and participation of grant programs. As the notice shows additional revenues for intergovernmental, charges for services, miscellaneous, other financing sources and cash reserves will primarily offset these expenditures.

Also included in the amendment are the proposed line item amendments by the various departments. Those departmental amendments are also attached to this memo.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations Ron Gaines, City Administrator

#### CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #1

	To the Auditor of	BLACK HAWK	County, Iowa:
The City Council of	Cedar Falls	in said County/Counties met on	5/4/2020
		hich accompanies this certificate and is ce	
publication. Upon taking the amendment.	g up the proposed amendme	ent, it was considered and taxpayers were	heard for and against
final consideration to th		be heard and considering the statements not the budget and modifications proposed and modifications proposed and modifications proposed and the budget and the budget and modifications proposed and the budget an	
and dapon, and remember	,	RESOLUTION No.	<== ENTER RESOLUTION NUMBER
A RESOLUTION A	MENDING THE CURRENT BL	IDGET FOR THE FISCAL YEAR ENDING JU	NE : 2020
	(AS AMENDED LAST ON	N/A)	
Be it Resolved by the	Council of the City of	Cedar Falls	
Section 1. Follo	owing notice published	4/21/2020	
and the public hearing held	·	current budget (as previously amended) is	
herein and in the detail by f	und type and activity that su	pports this resolution which was considered	ed at that hearing:

		Total Budget		Total Budget
		as certified	Current	after Current
		or last amended	Amendment	Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	21,626,843	0	21,626,843
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	21,626,843	0	21,626,843
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,939,590	0	2,939,590
Other City Taxes	6	6,057,824	0	6,057,824
Licenses & Permits	7	984,000	0	984,000
Use of Money and Property	8	949,040	0	949,040
Intergovernmental	9	12,324,006	744,160	13,068,166
Charges for Services	10	14,050,550	113,550	14,164,100
Special Assessments	11	0	0	0
Miscellaneous	12	668,857	1,534,105	2,202,962
Other Financing Sources	13	2,892,000	600,000	3,492,000
Transfers In	14	10,605,160	0	10,605,160
Total Revenues and Other Sources	15	73,097,870	2,991,815	76,089,685
Expenditures & Other Financing Uses				
Public Safety	16	12,142,350	746,000	12,888,350
Public Works	17	13,973,620	237,255	14,210,875
Health and Social Services	18	213,440	0	213,440
Culture and Recreation	19	8,825,290	-1,070	8,824,220
Community and Economic Development	20	2,696,130	383,860	3,079,990
General Government	21	5,679,930	-496,030	5,183,900
Debt Service	22	1,177,640	700,000	1,877,640
Capital Projects	23	14,972,190	3,991,000	18,963,190
Total Government Activities Expenditures	24	59,680,590	5,561,015	65,241,605
Business Type / Enterprises	25	11,497,630	1,088,635	12,586,265
Total Gov Activities & Business Expenditures	26	71,178,220	6,649,650	77,827,870
Transfers Out	27	10,605,160	0	10,605,160
Total Expenditures/Transfers Out	28	81,783,380	6,649,650	88,433,030
Excess Revenues & Other Sources Over				
(Under) Expenditures/Transfers Out Fiscal Year	29	-8,685,510	-3,657,835	-12,343,345
Beginning Fund Balance July 1	30	97,450,564	0	97,450,564
Ending Fund Balance June 30	31	88,765,054	-3,657,835	85,107,219

Passed this	(Day)	day of	(Month/Year)	
Signature	-		Signature	
City Clerk/Finance Officer			Mayor	

Item 5. ided line items due to higher rates of pay, offset by underspent line items expended line item offset by underspant line items and Lavy cash reserves. expended line items offset by underspent line and additional revenues REASON FOR ADJUSTMENT Over expended line Ilem covered underspent line flems. expended line flem covered underspent line items expended line item offset by underspent line item, expended line item offset by underspent \$38,200,00 GENERAL FUND CASH USED \$34,950,00 \$2,600.00 \$3,850.00 \$1,000,00 \$3,250.00 \$2,000.00 \$38,200.00 \$350,00 \$2,000.00 \$200.00 \$5,400.00 \$13,600,00 \$185,00 \$200,00 \$100,00 \$100,00 \$600,00 \$2,500,00 \$500,00 \$2,100,00 \$18,700,00 \$400,00 \$100,00 \$3,000,00 \$15,300,00 \$33,000,00 \$700.00 \$39,485.00 \$1,000.00 \$200.00 \$300.00 \$2,500.00 \$1,500.00 \$4,000.00 \$3,500.00 \$49,550,00 \$97,900 00 \$118,750.00 ADJUSTMENT AMOUNT Ltd ins,
Office Supplies
Legal - Code Enf,
Finance - Pay Plan Study
Admin - Contingency
Mayor-Economic Dev, Office Supplies
Operating Supplies
Printing
Bus Trips/Programming Ibrary Gifts & Memorlals Lld Ins
Dues Books Mags
Printing
Education
Equipment
Mayor-Op Supplies
Mayor-Equipment
Council-FICA
Pay Plan Study Ouling/Dinners/Awards General Fund Cash Equipment Part-time Wages
Ltd Ins.
Office Supplies
Postage
Microfilining
Pay Plan Study
Repair & Maint.
Equipment Parl-Ilme Wages ACCOUNT NAME Library Endowm BUDGET ADJUST, - FROM 101-1048-441 64-04 101-1048-441 71-01 101-1048-441 81-30 101-1028-441 81-57 101-1199-441 89-13 101-1155-441 81-95 101-1060-423 61-02 101-1060-423 65-01 101-1060-423 66-01 101-1060-423,72-19 101-1060-423,72-99 101-1060-423,73-06 101-1028-441.51-02 101-1028-441.71-01 101-1028-441.71-03 101-1028-441.81-13 101-1028-441.81-57 101-1028-441.81-57 101-1028-441.81-57 101-1028-441.81-57 262-1092-423 7101 262-1092-423 72-01 262-1092-423 7219 262-1092-423 89-08 101-0000-104 00-00 101-1158-441,83-03 101-1060-356,78-00 101-1060-356 79-01 ACCOUNT NUMBER (\$1,000,00) (\$200,00) (\$5,500,00) (\$1,300,00) (\$15,000,00) (\$30,000,00) (\$1,000 00) (\$5,400 00) (\$1,550 00) (\$100,00) (\$30,000,00) (\$55,000,00) (\$5,450 00) (\$150 00) (\$150 00) (\$15,300 00) (\$1,500 00) (\$1,500 00) (\$5,200 00) (\$5,200 00) (\$5,200 00) (\$5,200 00) (\$5,200 00) (\$50 00) \$38.550 00 \$2,650 00 \$2,050 00 \$10,650 00 \$450 00 \$4,000 00 \$10,000 00 (\$1,550 00) (\$1,550 00) (\$1,400 00) (\$1,400 00) (\$3,000 00) (\$150.00) (\$150.00) (\$1,500.00) (\$500 00) (\$1,000.00) BEFORE ADJUSTMENT (\$39,485.00) 5118,750 00 ACCT BAL PROJECTED FY2020 EXPENDITURES \$38,550 00 \$49 850 00 \$15,150 00 \$2,000 00 \$6,450 00 \$1,300 00 \$1,300 00 \$4,000 00 \$10,000 00 \$16,000,00 \$6,400,00 \$2,050,00 \$331,060.00 \$1,550.00 \$1,115,00 \$20,340.00 \$31,360,00 \$150.00 \$1,600,00 \$4,500,00 \$2,030 00 \$1,620 00 \$9,500 00 \$2,800 00 \$60,000 00 \$50,000 00 \$760,00 \$150,000,00 \$85,000,00 \$95,690,00 \$1,650,00 \$1,650,00 \$20,300,00 \$20,300,00 \$7,200,00 \$77,500,00 \$77,500,00 \$77,500,00 \$77,500,00 \$77,500,00 \$77,500,00 \$77,500,00 \$77,500,00 \$77,500,00 \$4,000,00 \$485,520 00 \$90,190 00 \$1,500 00 \$5,000 00 \$5,000 00 \$3,500 00 \$21,000 00 \$5,0 00 \$5,0 00 \$5,0 00 \$5,0 00 \$6,0 \$40,000 00 \$13,100 00 \$13,000 00 \$1,000 00 \$6,000 00 \$0,000 00 \$0,000 00 \$0,000 00 \$0,000 00 \$15,000,000 \$1,000,000 \$500,00 \$1,030,00 \$1,420,00 \$4,000,00 \$1,500,00 \$45,000,00 \$20,000,00 \$660 00 \$120 000 00 \$30,000 00 \$300,460.00 \$930.00 \$18.940.00 \$28,360.00 \$200.00 \$1,500.00 \$1,500.00 \$4,000.00 \$3,000,00 FY2020 BUDGET Licenses & Service Contracts
Adult Books
Young Adult Books
Non-Print Resources Full-time wages
Health Insurance Premlums
Life Insurance
Public Relations Health Ins. Reimb.
Life Ins.
Employee Recognition
Contract Services
Pre-employment Physicals
Job Notices Newspapers
Penodicals
Young Adull Video
Adul E-Malenals
Young Adull E-Malenals
Youth E-Malenals Professional Services censes & Service Contract Education Utilities Repair & Mantenance Adult Books Youth Books Adult Audio Full-time wages
Part-time wages
Life ins
FICA
IPERS
Office Supplies
Postage
Telephone
Telephone
Travel Life fins Legal Consultants Post Employ Phys Utilities Rental Refunds Equipment ACCOUNT NAME Travel FINANCE & BUSINESS OPERATIONS
RUDGET ADJUSTMENT - INTO 101-1061-423 81-91 101-1061-423 89-20 101-1061-423 89-21 101-1061-423 89-28 101-1061-423 89-38 101-1061-423 89-38 101-1061-423 89-48 101-1061-423 89-46 101-11'8-44|61-02 101-11'8-44|65-02 101-11'8-44|65-01 101-11'8-44|65-01 101-11'8-44|71-01 101-11'8-44|72-99 101-11'8-44|82-04 101-11'8-44|83-05 101-1029-441 64 02 101-1029-441 81-35 101-1029-441 81-48 101-1029-441 81-50 101-1029-441 81-50 101-1060-423 6101 101-1060-423 64-01 101-1060-422 64-02 101-1060-423 81-01 101-1060-423 83-05 101-1060-423 83-06 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1060-423 83-07 101-1048-441 64-03 101-1048-441 81-29 101-1048-441 81-51 262-1052-423 85-01 262-1052-423 87-01 262-1052-423 93-01 101-1158-441,83-05 ACCOUNT NUMBER DEPARTMENTS **emmunity** Center Financial Services City Administrator Library Levy ibrary

CITY OF CEDAR FALLS BUDGET ADJUSTMENTS FY2020 BUDGET

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::-		Ower expended line item offset by underspent line item.		Ower expended line item offset by underspent line item and cash,		Over expended line items offset by underspent line items.			Over expended fine Items offset by underspent line lients.	Project annual of schedule, unbudgeled parking equipment offset by underspent	ine item	Ower expended due to potential payoff of 09 bonds to save on interest costs. Cash will be used however this will be offset by less principal payments over nax 4 years.		Project to be funded with Emergency Reserve Funds per CIP		University Aversus project expenditures to be paid by funds received by the Stale of lowa for Transfer of Jurisdiction. Expenditures over the \$20 million will be reimbursed	to this fund by the other funding sources identified in the CIP.	Expendiules will be offset by reimbursements from the State. The City's share is a	Super spin.  Experionures will be offset by reimburtements received.	Timing of Levee project. This overexpenditure will be offset by the state sales grant funds	Overescentistics will be offset by bond proceeds afready sold	Overexpending will be offset by bond proceeds already sold		Expanditures will be offset by donations and grant funds received for the park.	Expenditures will have to be covered by cash reserves cash as this was an	Unannoupereu projecu. Expendures will be offsel by the escrow deposit received for this project.		Sublewalk project expanditures will be offset by payments already received by home owners and future special assessment property lax collections.			\$38,200.00
\$600.00	\$1,000,00	\$7,200.00	\$7,200.00	\$1,000.00 \$15,000.00 \$24,200.00	\$40,200.00	\$28,760.00	\$200,00	\$31,960.00	\$100,00		670 400 00	\$700,000,00	\$700,000.00	\$226,000,00	\$226,000.00	\$620,000,00	\$1,040,000,00	\$300,000,00	\$50,000.00	\$500,000.00	\$70,000.00	\$45,000,00	\$965,000,00	\$350,000.00	\$200,000.00	\$500,000.00	\$1,050,000,00	\$50,000,00	\$100,000.00	\$4,493,945.00	
Education		Professional Services		Office Supplies Repair & Maint Data Processing Fund Cash		Part-lime Wages	Travel Legal Services		Part-time Wages Parking Study			Debl Service Fund Cash		Emergency Res Fund Cash		Street Improv. Fund Cash Misc., Revenue		Fed/State Receipts	Fed/State Receipts	Bond Fund Cash	Bond Fund Cash	Bond Fund Cash		Misc. Receipts	Cap Projects Fund Cash	Misc. Receipts		Assessment Receipts Sp. Assess Fund Cash			
101-1158-441,83-05		101-1199-441,81-01		606-1078-441,71-01 606-1078-441-86-01 606-0000-104,00-00		254-1088-431.61-02	254-1086-431-83-05 254-1088-431-81-37		258-5531-435.61-02 258-5531-435.81-22			311-0000-104-00-00		404-0000-104,00-00		408-0000-104 00-00		436-0000-341.05-00	436-0000-341 05-00	436-0000-104 00-00	436-0000-104-00-00	436-0000-104 00-00		443-0000-371.01-00	443-0000-104 00-00	443-0000-371.01-00		473-0000-371 07-02 473-0000-104 00-00			_
8=	(\$1,000.00)	(\$150 00) (\$5,000 00) (\$50 00) (\$2,000 00)	(\$7,200 00)	(\$12,000.00) (\$8,600.00) (\$8,600.00) (\$1,000.00) (\$10,000.00)	(\$40,200,00)	(\$28,600 00)	(\$200.00)	(531,560.00)	(\$100,00)	(\$58,000 00)	1570 400 001	(\$700,000,00)	(\$700,000 00)	(\$226,000,00)	(\$226,000.00)	(\$1,000,000 00)	(\$1,000,000,000)	(\$300,000 00)	(\$50,000 00)	(\$500,000 00)	(\$70,000 00)	(\$45,000 00)	(\$965,000.00)	(\$350,000 00)	(\$200,000 00)	(\$500,000.00)	(\$1,050,000.00)	(\$100,000,00)	(\$100,000,00)		
-		\$150.00 \$40,000.00 \$11,550.00 \$16,000.00	-11	\$190,500,00 \$41,100,00 \$38,600,00 \$4,500,00 \$226,330,00		\$233,380 00	\$1,500,00		\$16,410.00	\$1,150,00		\$860,000,00		\$226,000.00		\$1,000,000 00		\$300,000 00	\$50,000,00	\$500,000 00	\$70,000,00	\$45,000.00		\$350,000 00	\$200 000 00	\$500,000.00		\$100,000.00	-1		_
);=		\$0 00 \$35,000 00 \$11,500 00 \$14,000 00		\$178,500 00 \$32,500 00 \$30,000 00 \$3,500 00 \$216,330 00		\$204,780.00	\$1,300,00		\$16,310,00	\$650.00		\$160,000 00		\$0.00		\$0.00		00 0\$	00 0\$	00 0S	20 00	S0 00		80 00	20 00	80 00		80 00			<b>-</b> //
7.		Community Foundation Election League Dues Lobbyisi		Annual Maintenance Public Into Program Contract Services Operation Supplies Equipment		Full-time Wages	Life ms Telephone Community Programming		Full-time Wages Office Supplies	Telephone		Principal - 09 Bonds		Cenler SI Streetscape		University Avenue		West 1st Street	Greenhill Road Ext	Downlown Levee	Dam Salety	Clay St Drainage		Inclusive Park	Nelwork Cameras	Miscellaneous		Sidewalk Project			
3		101-1193-441 81-07 101-1193-441 81-11 101-1193-441 89-11 101-1193-441 88-20		606-1073-441-86-10 606-1073-441-81-40 606-1073-441-81-70 606-1079-441 72-01 606-1079-441 93-01		254-1088-431 61-01	254-1088-431 89-18 254-1088-431 89-18		258-5531-435 61-01 258-5531-435 71-01	258-5531-435 93-01 258-5531-435 93-01		311-18C1-468-41-17		404-1220-431 95-86		408-1240-431 92-63		436-1220-431 94 83	436-1220-431 95-12	436-1220-431 98-26	436-1220-431 98-60	436-1220-431 98-62		443-1220-431 98-73	443-1220-431 94-55	443-1220-431 94-03		473-1220-431.98-99			
		Misc.		sing								63		Reserve Fund		ovements								ects				essments		AL ADJUSTMENTS	USED BY F.B.O.

															-	_	_	_	_		_
		REASON FOR ADJUSTMENT	Over expended ins liem offset by underspant line item,		Over expended line liem offset by underspent line liem,		Over expended the literal softset by underspent for items. Code enforcement has been more active resulting in more court ordered dean ups, dly mowing, and snow removal. Some of these have been paid for and the funds	are reflected in our misc, revenue, offset by underspent time items. Over expanded line items offset by underspent line items,		Ower expended line item offset by underspent line item.		Owe expended line lems offset by underspent line items and additional Grant Revenue		Over expended insiten is offset by underspent item and grant revenues				Expenditures offset by Grant revenues.		The payments made out of ED fund will be reimbursed by TIF collection revenue Overexpenditure will be offsel by economic development cash reserves. Owerexpenditure will be offset by lease and farm rent payments received on the properties.	
	GENERAL	FUND CASH USED		T-1		Est.			Tal		Tal.		Tal						lal.	0.00	Tal-
		ADJUSTMENT	\$150,00	\$160.00	\$200,00	\$200.00	\$16,000.00 \$6,000.00	\$800.00	\$23,500.00	\$10,000.00	\$18,500.00	\$55,560,00 \$13,000,00 \$3,500,00 \$8,000,00 \$1,000,00	\$81,060.00	\$315,300,00 \$100,000 \$100,000 \$20,000 \$400,000 \$30,000 \$30,000	\$425,00	\$47,350,00	\$18,950.00	\$13,000.00	\$395,905.00	\$600,000,00 \$20,000,00 \$30,000,00	\$650,000.00
	BUDGET ADJUST, - FROM	ACCOUNT	Life Ins Printing & Pub		Travel (Food/Mileage/Lod)		Part-lime Wages Police-Code Enf. Supplies	Travel Professional Serdces		Full-time Wages Professional Services		Sec 8 Housing Rev. Full-Time Wages Health Ins, Prem. Housing Asst. Pymis Damages Admin Fee Due others		Comm Devel Block Grant Rav, Office Supplies Dues, Books, Mags; Mileage Telephone Travel Repair & Mainlenance	Health Ins. Prem.	Professional Services	Housing Rehab	Home Program Rev		Transfer In Ec. Dev., Fund Cash Misc, Receipts	
	BUDGE	ACCOUNT NUMBER	101-2203 423 64-03 101-2203 423 81-06		101-2205-432 83-05		101-2235-412 61-02 101-5521-415 71-07	101-2235-412 83-05 101-2235-412 81-01		101-2245-442 61-01		217-0000-341,03-00 217-2214-432,61-01 217-2214-432,64-01 217-2214-432,89-65 217-2214-432,89-65		223-0000-341,01-00 222-2224-432,71-01 223-2224-432,72-05 223-2224-432,82-05 223-2224-432,83-05 223-2224-432,83-05	223-2234-432 64-01	223-2224-432 81-01	223-2234-432,89-50	223-0000-341-01-02		483-0000-362,01-03 483-0000-104,00-00 484-0000-371,05-00	
	8	ACCT, BAL. BEFORE ADJUSTMENT	(\$10.00)	(\$160.00)	(\$200 00)	(\$200.00)	(\$2,000 00)	(\$800.00)	(\$23,500 00)	(\$18,500.00)	(\$18,500.001)	(\$20,000 00) (\$100 00) (\$10,000 00) (\$800 00) (\$50,000 00)	(\$81,060,00)	(\$1,000 000) (\$1,0	(00 006\$)	(\$		(\$13,000 00)	(\$395,905,00)	\$600,000.00 \$20,000.00 \$30,000.00	\$650,000.00
		PROJECTED FY2020 EXPENDITURES	\$300 00		\$1,200,00		\$561,210 00	S6,000,00 \$700,00		\$20,000.00		\$23,920,00 \$400.00 \$600.00 \$14,500,00 \$1,223,000,00		\$6,161 00 \$1,740 00 \$1,740 00 \$2,740	00 0065	\$375 00		\$13,000 00		\$600,000.00 \$20,000.00 \$30,000.00	
		FY2020 BUDGET	\$290.00		\$1,000 00		\$559,210.00	\$5,200 00		\$1,500 00		\$3,920,00 \$300 00 \$440 00 \$4,500 00 \$1,000 00		\$4,261 00 \$1,640 00 \$1,640 00 \$1,000 00 \$1,000 00 \$1,000 00 \$1,000 00 \$2,000	20 00	\$300 00		80 00		\$0 00 \$0 00 \$0 00	
	TO	ACCOUNT	Heallh Ins. Reimb Telephone		Education		Full-time Wages Code Enforcement	Education Repair & Maint		Bus Relention & Consulf		Part-time Wages Office Supplies Operating Supplies Professional Services Education Housing Asst Pymis		Full-time wages Parl-time wages Lile Ins Lid ins FICA FICA PERS Operating Supplies Education Visiting Nurses Parlixways Family Chidren's Council Salvation Army Consumer Credit Council Nei Powe Food Bank Neighbor, Infrast imp	Parl-lime wages	IPERS Professional Services		Home Program		TIF Payments Marketing Land Acquisition	
ALLS ENTS F PMENT	SET ADJUSTMENT - IN	ACCOUNT	101-2203-423 64-02 101-2203-423 82-01		101-2205-432 83-06		101-2235-412 61-01	101-2235-412 B3-06 101-2235-412 B6-01		101-2245-442 81-31		217-2214-432 61-02 217-2214-432 71-01 217-2214-432.72-01 217-2214-432 81-01 217-2214-432 83-06 217-2214-432 89-61		225.2224.422 B1-01 225.2224.432 B1-02 225.2244.23 B1-02 225.2244.24 B1-02 225.2244.24 B1-02 225.2244.24 B1-02 225.2244.24 B1-02 225.2244.24 B1-02 225.2244.24	223-2234-432 61-02	223-2234-432 66-01 223-2234-432 81-01		223-2244-432 89-84		483-2245-432 89-03 483-2245-432 89-16 484-2245-432,91-10	
budam20 xls CITY OF CEDAR FALLS BUDGET ADJUSTMENTS FY2020 BUDGET COMMUNITY DEVELOPMEN	BUDGET ADJUSTMENT - INTO	DEPARTMENTS DIVISIONS	Rec & Comm. Prog. Admin.		Community Dev Admin.		Inspection Services			Planning & Community Services		Sec. 8 Housing		Block Grant						Economic Development	

Over expended line ilems offset by undespent time ilems.	Ower expended line items offset by underspant line items and additional revenue.	Ownerpandlure cowerd by additional revenue.	Overexpanditure covered by donation revenue,	Ower expended line liens are offset by underspent line ilem and additional revenues	
\$4,000,00 \$2,200,00 \$2,200,00 \$3,000,00 \$1,000	\$585,100.00 \$1,300.00 \$2,200.00 \$5,200.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00	\$12,545,00 \$2,000.00 \$300.00 \$2,300.00	\$2,000.00	00 05 13 00	\$1,297,244.00
Main/Racap wages Dop in Centre vages Special event wages Child care wages Child care wages Child care wages Uller Ass Man wage Office Supplies Prings Supplies Prings Sports equip Adult Sports equip Sind Ships Swim Lessons Supplies Beach House Supplies Beach House Supplies Rechstond Services Teleptone Utilities Professional Services Teleptone Swim Pool Utilities Pool Utilities Swim Pool Regalis & Maint, Beach House Maint,	Registration Fees Facility Rental Assistant Wages Lid fine, Products for Resale Grounds Supplies Exhibition Fees Promotions	Cultural Granis Rawentue Vendor Commission Revenue	Donation Revenue	Full-time wages Poolage income Postage income Brochuse & Publication Media income Brochuse & Publications Brochuse & Publications Brochuse & Publication Community Awareness Gill Shop Special Events	
101-2253-423 61-10 101-2254-22 61-14 101-2254-23 61-25 101-2253-22 61-35 101-2254-22 7-10 101-2254-22 7-10 101-2254-22 7-10 101-2254-23 7-20 101-2254-23 7-20 1	101-2280-356.12-00 101-2280-356,14-00 101-2280-423,6-150 101-2280-423,72-73 101-2280-423,72-73 101-2280-423,6-150 101-2280-423,6-150	101-1199-343 01-00	298-0000-373.0400	261-2291-423.73-52 261-0000-371,10-01 261-0000-371,10-03 261-0000-371,10-03 261-0291-423.73-52 261-0291-423.73-52 261-0291-423.73-52 261-2291-423.73-52 261-2291-423.73-53 261-2291-423.73-53 261-2291-423.73-53 261-2291-423.73-53 261-2291-423.73-53	
(\$2,000 000) (\$2,000 00) (\$2,000 00) (\$2,000 00) (\$2,000 00) (\$2,000 00) (\$1,200 00) (\$1,200 00) (\$1,200 00)	(\$85,100 00) (\$2,200 00) (\$1,500,00) (\$4,000,00) (\$4,100,00) (\$4,100,00)	(\$2,000 00) (\$300 00)	(\$2,000.00)	(5,5,50,00) (5,5	
\$174,670 00 \$56,500 00 \$56,500 00 \$58,300 00 \$58,300 00 \$58,300 00 \$58,300 00 \$515,500 00	\$62 620 00 \$240 00 \$5,500 00 \$10,000 00 \$4,700 00	\$32,000 00	\$2,000.00	\$15,000 \$15,000 \$15,000 \$1,500	
\$41,870 00 \$8,000 00 \$10,000 00 \$10,000 00 \$13,000 00 \$13,000 00 \$13,000 00 \$13,000 00 \$13,000 00 \$14,500 00	\$60,420 00 \$190 00 \$4,000 00 \$6,000 00 \$1,000 00 \$600 00	\$20,000 00	\$0.00	\$2 00 00 00 00 00 00 00 00 00 00 00 00 00	
FII Spec, Fac Doord wages Youns Balls wages Playgound wages Playgound wages Adulterorse wages Adult Pool Aban wages Outh Pool Casher wages Outh Pool Concess wages Outh Pool Concess wages Pool Concess wages Pool Concesse	Ful-time Wages Lide firs Gallery Supplies Prining and Publication Refunds	Grant Expenditures - Other Grant Ventor Continssion	Donated Items	Silpands for interns Facility Rental Supplies Postage Media Media Dues & Memberships Internet Servince Coopiet Lease Building Maintenance Events-Bids/Sportocrs Sales Tax Special Projects	
(01-223-428 61-09 (01-223-428 61-11 (01-223-428 61-12 (01-223-428 61-22 (01-223-428	101-2283-423-61-01 101-2283-423-64-03 101-2283-423-72-71 101-2283-423-81-06 101-2283-423-83-06 101-2283-423-83-14	101-1199-42131-10	298-2263-423 89-39	261-2291-423 61-08 261-2291-423 72-12 261-2291-423 73-25 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04 261-2291-423 83-04	
erreation	uftural	ultural Grants	ultural Capital	ourism & Visitors	TOTAL ADJUSTMENTS EN FUND CASH USED BY C.D.

CITY OF CEDAR FALLS	BUDGET ADJUSTMENTS	FY2020 BUDGET	IN OAPPRO CESSUAGE

		REASON FOR ADJUSTMENT		Addenny wages for Public Safety Officer wages transferred to cover fire shifts, while still	paying frefighters & add1 wages for severance wages offset by underspent line items.	Contine line ilem and other over spent items offset by underspent line items and	additional revenues										Additional fire hydrant equipment and exercise equipment for new Public Safety	building offset by under spert line items.										Ower expended line item the extra hours for pand activity offset by understand line item	Over expended line items offset by underspent line items and additional revenues																	
	GENERAL	CASH	USED																																											
		ADJUSTMENT	AMOUNT	\$465,000.00	\$15,000,00	\$15,000.00	\$800.00	\$3,250.00	\$1,000.00	\$400.00	\$2,300,00	\$1,000.00	\$2,600,00	\$5,000.00	\$1,000,00	\$1,500,00	\$3,000.00	\$18,650,00	\$500,00	\$10,000.00	\$5,000.00	\$8,800.00	\$307,700.00	\$42,000.00	\$2,000.00	\$61,000.00	\$972,500.00	\$30,000.00	\$17,000,00	\$14,000,00	\$20,000,00	\$14,000.00	\$14,000,00	\$43,000.00	\$2,400.00	29,000,00	\$1,400.00	\$2,000.00	\$10,000,00	\$2,650.00	\$2.000.00	\$34,000.00	\$5,000.00	\$70,250.00	\$2,000.00	
		ACCOUNT	NAME	Admin-One-time Cap Proj.	Fire Commercial Insp. Rev.	Part-time Wages	Ltd Ins.	IPERS	Office Supplies	Camera Photo Equip	Fire Prevention	Dues Books Mags	Officer Equipment	Volunteer Supplies	Postage	Dormltory Furnishings	Bullding Repair	Consolidated Dispatch	Telephone	Travel	Service Contracts	Uniform Allowance	Police-Full-Ilme Wages	Health Ins. Prem.	Police -Lld Ins.	Police-F1CA		Police Receipts	Police Fines & Forfellures	Full-lime Wages	Part-Ilme Wages	Overtime-holiday	Reserve Slipend	Health Ins. Prem.	Ltd Ins.	Camera & Photo Equip	Dues Books Mags	Community Service Projection	Age Doing	Police Aux Program	Comm Serv Off Prod	Consolidated Dispatch	Equipment Repair	Equipment	Animal Control After Hrs	
	W	ACCOUNT	NOMBEK	101-1199-441,92-05	101-4511-356-12-00	101-4511-414 61-02	101-4511-414,64-04	101-4511-414 66-01	101-4511-414,71-01	101-4511-414_72-08	101-4511-414,72-10	101-4511-414,72-11	101-4511-414,72-20	101-4511-414,72-77	101-4511-414 72-99	101-4511-414.73-02	101-4511-414 73-06	101-4511-414.81-71	101-4511-414 B2-01	101-4511-414 83-05	101-4511-414 86-50	101-4511-414 89-40	101-5521-415.61-01	101-5521-415 64-01	101-5521-415 64-04	101-5521-415 65-01		101-5521-358,21-00	101-5521-372.01-00	101-5521-415.61-01	101-5521-415.61-02	101-5521-415.61-70	101-5521-415 61-77	101-5521-415,64-01	101-5521-415.64-04	101-5521-415.72-08	101 5521-415 72-11	101-5521-415 / 2-21	101-5521-415 72-20	101-5521-415,72-33	101-5521-415 72-34	101-5521-415 81-71	101-5521-415 86-05	101-5521-415 93-01	101-5521-425.81-21	
TOTAL STATE OF	EL ADJUST FIRE	ACCT. BAL. BEFORE	AUSONIMENT	(\$525,000,00)		(\$256,000 00)	(\$35,000,00)	(\$96,000,00)	(\$300 00)	(\$11,000,00)	(\$500 00)	(\$1,000 00)	(\$3,000 00)	(\$29,000 00)	(\$2,200 00)	(\$1,500 00)	(\$12,000 00)										(\$972,500.00)	(\$40,000,00)	(\$1,000 00)	(00'000'6S)	(\$67,000,00)	(\$2,400 00)	(\$5,200,00)	(\$5,000 00)	(21 900 00)	00 000 8<)	(3200 00)	(00 000 03)	(51 000 00	(\$1.700.00)	(\$50,000,00)	(\$35,000 00	(\$28,000 00)			
	9008	PROJECTED FY2020	+	\$2,445,570 00		\$281,000,00	\$265,710,00	\$418,300,00	\$6,050,00	\$44,560,00	28,000,00	\$2,750,00	\$22,000 00	251,000,00	\$5,700 00	\$1,500 00	\$27,000 00											\$96,000,00	592,750.00	00 000'6\$	\$154,050,00	\$5,730.00	\$30,710,00	\$27,000 00	25,650,00	\$48,000 00	\$26,500,00	514,000 00	\$4,000,00	826,700,00	290,000 00	\$36,000 00	\$128,000 00			
		FY2020	BUDGES	51,920,570 00		\$25,000 00	\$230,710,00	\$322,300 00	\$5,750 00	\$33,560 00	\$7,500,00	\$1,750 00	\$19,000 00	\$22,000 00	\$3,500,00	\$0.00	\$15,000 00											\$56,000.00	\$91,750 00	\$0 00	\$67,050 00	53,330 00	\$25,510.00	\$22,000.00	53,750 00	540,000 00	54 000 00	\$4,000,00	\$3,000,00	\$25 000 00	\$40,000 00	\$1,000.00	\$100 000 00			
	22	ACCOUNT	NAME	Full-lime Wages		Overtime	Volunteer - Internal	Health Ins Prem	Life Ins.	FICA	Equipment Repair	Printing	Education	Utilities	Repair & Maintenance	Refunds	Equipment											Overlime	Community Service Officer	Overtime-Police Grant	Volunfeers Internal	Life Ins.	PERS	Operating Supplies	Dului L	Omcers Equipment	Droftsesson Course	Contrary Connect	Dues & Membershins	Travel	Education	Uthles	Humane Society			
The state of the s	BUDGET ADJUSTIMENT - INTO	ACCOUNT	NUMBER	101-4511-414 61-01		101-4511-414 61-03	101-4511-414 61-78	101-4511-414 64-01	101-4511-414 64-03	101-4511-414 65-01	101-4511-414 72-09	101-4511-414.72-19	101-4511-414 83-06	101-4511-414 85-01	101-4511-414 86-01	101-4511-414 89-14	101-4511-414 93-01											101-5521-415 61-03	101-5521-415 61-05	101-5521-415-61-75	101-5521-415 61-78	101-5521-415 64-03	101-5521-415 66-01	101-5521-415.72-01	101-5521-415 72-19	101-5521-41572-201	101-2221-413 (2-24	101-5521-41561-01	101-5521-415 83.04	101-5521-415 83-05	101-5521-415 83-06	101-5521-415 85-01	101-5521-425 81-20			
PUBLIC SAFETY SERVICES		DIVISIONS		Fire																								Police																		

Over expenditure dritter by grant revenues; Pink Ribbon Campaign	Over expenditive offset by grant revenues and underspent the	Purchase of wests and other police equipment. Expenditure offset by forfeiture revenue.	Cash reserves will be used and will be offset by future lax levies.			
Over expe	Over expe	Purchase	Cash rese			\$0.00
\$3,000,00	\$5,000,00 \$5,000,00 \$35,000,00	\$40,000.00	\$11,000.00	\$200,000,00	\$1,520,200,00	IJ
Fixe Equp. Grant Revenue	Police Officer Grant Revenue Grants - Police Operations	Police Forfelture Rev	Police Reive, Fund Cash			
101-1199-343 06-01	101-1199-343 07-02	291-0000-372.02-00	292-0000-104,00-00			
(\$3,000 00)	(\$40,000,00)	(\$11,000 00)	(\$200,000,00)	(\$200,000.00)		
83,000.00	\$40,000 00	\$11,000 00	\$1,112,940.00			
30 00	\$0 00	\$0.00	\$912,940.00			
Fire Equipment Grant	Granls - Police Officer	Police Forfelture	Relirement			
101-1199-411-32-64	101-1199-411 32-80	291-5521-415 89-41	292-5521-415 53-01			
re Grants	otice Grants	Slice Forfeiture	olice Retirement		TOTAL ADJUSTMENTS	EN FUND CASH USED BY P.S.S.

5.

MUNICIPAL OPERATIONS & PROGRAMS  BUDGET ADJUSTMENT - INTO	GET ADJUSTMENT - IN	110		BUDG	GET ADJUST, - FROM	MC			GENERAL		Т
DEPARTMENTS DIVISIONS	ACCOUNT	ACCOUNT	FY2020 BUDGET	PROJECTED ACC FY2020 BE EXPENDITURES ADJU	ACCT, BAL. BEFORE ADJUSTMENT	ACCOUNT	ACCOUNT	ADJUSTMENT	FUND CASH USED	REASON FOR ADJUSTMENT	
Cemetory	101-66 3-433-64-03 101-66 3-433-82-01 101-6613-433 81-03	Life ins Telephane Recording Fees	\$370 00 \$1,000 00 \$0 00	\$420.00 \$1,400.00 \$400.00	(\$50 00) (\$400 00) (\$400 00)	101-6613-433 64-04 101-6613-433 86-01 101-6613-433 92-01	Lld ins Repair & Maintenance Structure Improv & Buildings	\$50.00 \$400,00 \$400.00		Over expended line items offset by underspent line sems.	
				1. 1.	(\$850.00)			8850.00			_
Public Buildings	101-6616-446 61-02 101-6616-446 72 01 101-6616-446 86-02 101-6616-446 81-08	Part Time Wages Operating Supplies Buildings / Grounds Pest Control	\$0.00 \$67,000,00 \$283,020.00 \$2,130.00	\$20,000,00 \$83,600,00 \$313,020,00 \$2,380,00	(\$20,000,00) (\$16,600,00) (\$30,000,00) (\$250,00)	101-6616-446 61-01 101-6616-446,72-54 101-6616-446,73-06 101-6616-446,85-01 101-6616-446,73-05	Full-lime Wages Building Supplies Building Repair Utifiles Operating Equip,	\$20,000,00 \$3,000,00 \$17,000,00 \$22,000,00 \$4,850.00		Over expended line items offset by underspent line items	
					(\$66.850.00)			\$66,850.00			
Golf	101-6623-423 65-01	FICA	\$10,000,00	\$1,650 00	(\$1,650,00)	101-6623-423 82-01 101-6623-423 86-01 101-6633-423 81-01	Telephone Repair & Maintenance Parks - Prof. Services	\$1,650.00 \$3,900.00 \$1,100.00		Over expended line dems doe to refrement offset by underspent line items. Ower expended line lients offset by underspent line items,	
				, 1	(\$6.650.00)			\$6,650.00			
Engineering	101-6625-432 61-01	Full-lime Wages	\$860 640 00 \$2 650 00	\$875,540 00	(\$15,000 00)	101-6625-432 61-03	Overtime Ltd Ins.	\$15,000.00		Over expended due to Public Works Director's altocation percentage offset by undersoend line lienns.	
	101-6625-432 81-01	Professional Services	\$0.00	\$232,000 00		101-1158-441.81-58	Mayor-Economic Dev	\$31,030,00		Over expension to subdivision engineering services and other engineering continues while in the higher processe for Engineering Division offent but	
						101-2203-423 61-02	CD-HLS Part-time Wages	\$4,020.00		services wine in the fining process for Engineering Civision, onset by underspent line items and additional revenues,	72
						101-2203-423 65-01	CD-HLS FICA	\$6,500,00			
						101-6625-350 01-00	Subdivision inspections	\$4,200,00			
						101-6625-432 64-01	Overtime Health Ins. Prem.	\$4,500,00			
						101-6625-432,65-01	FICA IPERS	\$900.00			
						101-6625-432,72-19	Printling Safety Supplies	\$500,00			=
						101-6625-432,73-05	Operating Equipment Telephone	\$500.00			
						101-6625-432 83-05	Travel	\$650.00			
						101-6625-432 85-25	Education Engineering & Architecture	\$50,000.00			
	101-6625-432 71-01	Office Supplies	\$2,000,00	\$3 500 00	(\$1,500 00)	101-6625-432 86-29	Lab & Testing Equipment	\$1,000.00		Over expended line item offsel by underspent line Item	
	101-6625 432 72-01	Operating Supplies	\$0 00	\$500.00	(\$500 00)	101-6625-432,72-17	Uniforms Travel	\$400.00			
						101-6625-432 72-08	Camera & Photo Equipment	\$200.00			
	101-6625-432 72-99	Postage	\$1,600 00	\$3,600 00	(\$2,000 00)	101-6625-432,72-16	Tools	\$100.00			
	20-1-27-1-20-1-01	Augusta Augusta	000	00000		101-6625-432,72-16	Operating Equipment Tools Repair & Maintenance	\$300,00			
					15252,850.00)			\$252,850.00			
Storm Water Bonds	541.2230.432 92.01	Shuchines	00 0s	\$350,000,00	(\$350,000.00)	541-0000-104 00-00	Slorm Waler Bond Fund Cash	\$350,000.00		Project expenditures for campus st. bridge will be offset by bond proceeds sold in	
					(\$350,000,003			\$350,000,00		previous year.	
Storm Water	555-2230-432 61-01	Full-lime Wages	\$170,680,00	\$18		555-2230-432 64-01	Health ins Prem.	\$9,780,00		Principal and interest payment on Storm Water Bonds offset by underspent line item.	
	555-2220-432 64-03 555-2230-432 65-01 555-2230-432 66-01	Life Ins FICA IPERS	\$530 00 \$13 290 00 \$16,390 00	\$630 00 \$14.290 00 \$18,390 00	(\$1,000 00) (\$1,000 00) (\$2,000 00)	555-2230-432 64-04 555-2230-432 72-01 555-2230-432 72-26	Lid Ins. Operating Supplies Testing & Lab	\$100,000			
	555-2230-432 83-04	Dues & Memberships	\$4,900 00			555-2230-432 83-05 555-2230-432.83-06	Travel	\$500.00			
	555-2230-432 92-01	Structure Improv & Buildings	\$585,000.00	\$1,077,000 00	(\$492,000.00)	555-2230-432.86-20 555-0000-371.01-00 555-0000-104.00-00	Slorm Sewers Misc, Revenues Storm Water Fund Cash	\$7,520,00 \$100,000.00 \$392,000.00		Timing of storm water porejds, expenditure offsat by additional revenue and transfer of LOST Rev. to offset Watnut Streat Culvert project when project its dosed out	-
[					(\$511,500 00)			\$511,500.00		Iter	ltor
3.				-	=;: =;:					<i>n</i> :	<u>_</u>

Over experted in tiems of set by underspantine items		Over expended fine items offset by underspent fine items and additional revenues		Over experded line items offset by underspent hine items and additional Revenues		Over expended line llems and cash reserves undersport line ilems and cash reserves		Over expended line lems offset by underspent line items.	Diver expended due to liming of purchase of a garbage fluck, offset by underspent fine items and cash reserves	Over expended line items offset by underspent line items.
\$1,000.00 \$5,610.00 \$750.00 \$1,000.00	\$9,360,00	\$50,805,00 \$14,770,00 \$410,00 \$3,000,00 \$3,000,00	\$71,585.00	\$31,000,000; \$2,000,000 \$1,000,00	\$45,850.00	00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028 00.0028	\$17,470.00	\$233,485,00 \$100.00 \$1,450,00 \$1,450,00 \$1,300,00 \$1,300,00 \$1,300,00 \$2,000,00	\$315.00 \$6,000,00 \$3,000,00 \$1,000,00 \$4,000,00 \$4,000,00	00°059*F18 00°005*Z3 00°000*S 00°000*S 00°005*9 00°055*18
Full-time wages Operating Supplies Telephone Utitles Repair & Maintenance		Mac, Revenues Ful'imne Building Supples Building Supples Post Employment Physicias Drug Screens	- N T.	Mac. Revenues Full-line wages Full-line wages Steat Marker Signs Travel Education Repair & Maint Traffic Signa Repair Equipme Repair Equip Remail		Refuse Fund Cash Lid ris, Office Equip. Supplies Operating Supplies Operating Supplies Des, Books, Mag, Salety Supplies Postago Tresphore Due & Memberships Travel Education Repair & Marit.		Reluse Fund Cash LTD ms. Office Supplies Advertising Operating Supplies Flood Control Stately Supplies Building Repairs Building Repairs Post Employ, Phys Ong Employ, Phys	Travel Unities Towels Scales Equip., Rental Safes Tax Cateleria Plan	Operating Supplies Office Equip. Supplies Utilities Sani, Sewers Unities
101-6633-423 61-01 101-6633-423 72-01 101-6633-423 82-01 101-6633-423 86-01		206-0000-371,01-00 206-6637-436,61-01 206-6637-436,12-54 206-6637-436,81-51 206-6637-436,81-52		206-0000-371,01-00 206-6647-436,61-01 206-6647-436,32-05 206-6647-436,33-05 206-6647-436,36-01 206-6647-436,96-19 206-6647-436,92-01 206-6647-436,92-01		551-0000-104,00-00 551-667-54.56.6-04 551-667-54.56.7-06 551-667-54.56.7-10 551-667-54.56.7-20 551-667-54.56.7-26 551-667-54.56.7-26 551-667-54.56.50 551-667-56.50		551-0000-104,0000 551-665-436,64-04 551-665-436,71-01 551-665-436,71-05 551-665-436,72-01 551-665-436,72-60 551-665-436,72-60 551-665-436,72-60 551-665-436,72-60 551-665-436,73-05 551-665-436,73-05 551-665-436,73-05 551-665-436,73-05	551-6685-436 83-05 551-6685-436 86-12 551-6685-436 86-35 551-6685-436 80-35 551-6685-436 89-04 551-6685-436 89-04	592-6655-436 72-01 552-6655-436 71-06 552-6655-436 85-01 552-6655-436 85-01 552-6655-436 85-01
(\$1,000 00) (\$5,000 00) (\$1,360,00) (\$2,000 00)	(\$9.360.00)	(\$7,820.00) (\$6,550.00) (\$300.00) (\$410.00) (\$46,500.00) (\$10,000.00) (\$5.00)	(\$71,585.00)	(\$3,000,00) (\$3,850,00) (\$2,000,00) (\$37,000,00)	(\$45 850 00)	(\$10,800.00) (\$4,050.00) (\$100.00) (\$1,000.00) (\$1,000.00)	(\$17,470.00)	(\$2,000 00) (\$12,100 00) (\$1,000 00) (\$1,000 00) (\$1,000 00) (\$1,000 00) (\$2,100 00) (\$2,100 00) (\$2,100 00) (\$2,000 00) (\$2,000 00)	(\$235,000,00)	(\$1,500 00) (\$1,500 00) (\$5,500 00) (\$1,000 00) (\$2,500 00)
\$6,000,00 \$5,000,00 \$2,400,00 \$2,000,00		\$102,000 00 \$27,000.00 \$300 00 \$316,500 00 \$117,850 00 \$6,545 00	1.1	\$60,000 00 \$28 970 00 \$13,000,00 \$37,000 00		282.480,00 33.690 00 890 00 860 00 22.550 00 28,070 00		7,000,00 270,000 00 12,330 00 1,250 00 48 910 00 59,000 00 2,600 00 9,000 00 9,000 00 9,000 00	5 000 00	\$2,500 00 \$12,000 00 \$7,000 00 \$2,000 00 \$5,000 00 \$6,500 00
\$5,000 000 \$0.00 \$1,040 00 \$0.00		\$94, 80 00 \$20,450 00 \$0 00 \$197,650 00 \$107,650 00 \$6,540 00		\$57,000 00 \$25,120 00 \$11,000 00 \$0 00		251.680 00 \$ 29.640 00 \$ 780 00 \$ 27.550 00 \$ 27.550 00 \$ 8			3,000,00	\$1,000 00 \$200 00 \$5,000 00 \$4,000 00 \$4,000 00
Overtime Repair & Maint Supplies Education Bwoods CampGr HM		Part-Irme Wages Overlune Possiage Pormining Ire Control Streets INRGOC		Contract Stress Partning Heath Ins. Prem. Posts Unities		Full-time Wages Health für Pren Health für Remb Life ins. FICA PERS		Human Soouely Part-time Wages Outstrage Use ins FICA PERS Uniforms PerMing Education Ortice Machine Maint	Retuse Carl Tracking SW Startman	Tools Postage Operang Etupment Iown One Call Root Control Equipment Rental
101-6633-423 61-03 101-6633-423 83-06 101-6633-423 88-48		206-6637-436 61-03 206-6637-436 61-03 206-6637-436 72-99 206-6637-436 72-19 206-6637-436 72-57 206-6637-436 73-32 206-6637-436 73-32		206-6647-436 86-72 206-6647-436 64-01 206-6647-436 85-01 206-6647-436 85-01		551-6673-436 61-01 551-6673-436 64-01 551-6673-436 64-02 551-6673-436 64-01 551-6673-436 66-01		551-6635-426 811-20 551-6655-436 61-03 551-6655-436 61-03 551-6655-436 65-01 551-6655-436 65-01 551-6655-436 72-17 551-6655-436 72-17 551-6655-436 72-17 551-6655-436 72-19 551-6655-436 72-19	551-6685-436 93-01	552,6655,436 72.16 552,6655,436 73.05 552,6655,436 73.05 552,6655,436 73.27 552,6655,436 85.18 552,6655,436 87.03
Parks		Street Construction - O&M		Street Construction - Traffic		Public Works Admin		Refuse		Sover Rental - Sover

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		77	000000000000000000000000000000000000000	200000000000000000000000000000000000000	(200,000)	505-0000-430-01-02	o addes	00,000,024	Civil axpended line lems due to hirm	Over expended line items due to hiring Fullitime employee due to lurnover rate for
						562 666 426 BD B1		000000	THE HEILE BUILDING CHOCK DA RIVER THE HEILE HEILE	underspelli ille itelli,
						19-50 05-c000-7cc	Caretiena Plan	\$4,000,00		
						552-6665-436 81-51	Post-Emply, Phys.	\$1,100,00		
						552-6665-436,71-06	Office Equip, Supplies	\$300,00		
						552-5665-435,73-06	Building Repair	\$2,000,00		
						552-6665-436 81-59	Regionalization	\$13,380.00		
	552-6665-436 64-01	Health Ins Prem	\$132,690,00	\$136,000 00	(63,310,00)	552-6665-436 72-05	Gas & Oil	\$1,000,00		
						552-5665-436 83-05	Travel	\$500.00		
						552-6665-436 81-59	Regionalization	\$1.810.00		
	552-6665-436 64-03	Life Insurance	\$1,980 00	\$2,330,00	(\$350 00)	552-6665-436 61-03	Overline	\$350,00		
	552-6665-436 66-01	IPERS	\$64.640.00	\$66,040 00	(51,400,00)	552-6665-436 61-02	PT Wages	\$1.400.00		
	552-6665-436 72-16	Tools	\$2,000,00	\$2,600 00	(\$600.00)	552-6665-436,73-36	LIN Stations	\$600.00	Dwe expended line liens offsel by underspending items	Mersonal line ilems
	552-6665-436 72-17	Uniforms	\$1,500 00	\$2,100 00	(\$600.00)	552-6665-436,73-36	Lff Stations	\$600,00	2500	
	552-6665-436 72-60	Safely Supplies	\$5,000,00	\$6,000 00	(\$1,000,00)	552-6665-436,81-52	Drug Screen	\$1,000.00		
	552-6665-436 73-05	Operating Equipment	\$100,000 00	\$140,000 00	(\$40,000,00)	552-6665-436,81-59	Reglonalization	\$40,000.00		
	552-6665-436 86-01	Repair Maintenance	\$45,000,00	\$55,000.00	(\$10,000.00)	552-6665-436,81-59	Regionalization	\$10,000.00		
	552-6665-436 86-29	Lab & Tesling	\$12,000.00	\$19,000,00	(\$7,000.00)	552-6665-436,85-01	Utilities	\$3,000.00		
						552-6665-436,89-14	Refunds	\$4,000.00		
	552-6665-436 89-04	Sales Tax	\$54,000 00	\$91,000,00	(\$37,000.00)	552-6665-436 85-01	Ullities	\$37,000.00		
					(\$149,040,00)			\$149,040,00		
Vehicle Maintenance	685-6698-446 61-01	Full-time Wages	\$236,670 00	\$289,000,00	(552,330.00)	685-0000-104,00-00	Vehicle Mainl, Fund Cash	\$58,960.00	Over expended line items due to hiring	Over expended line items due to hiring full-time employee due to turnover rate for
	685-6698-446 64-01	Health Ins Prem	\$45,620,00	\$57,620,00	(\$12,000.00)	685-0000-371,51-00	Misc Revenue	\$50,000.00	part-lime employees offset by underspent line tlem.	r underspant line tlam.
	685-6698-446 64-03	Life Ins	\$730 00	\$1,030,00	(\$300.00)	685-6698-446 61-02	Part-time Wages	\$50,000.00		
	685-5638-446 73-04	Vehicle Supplies	\$400,000 00	\$445,000 00	(\$45,000.00)	685-6698-446,71-01	Office Supplies	\$500.00	Over expended line Items offset by underspent line Items.	nderspent line Items.
	685-6638-446 86-11	Vehicle Maint Software	\$4,120 00	\$11,000.00	(\$6,880,00)	685-6698-446,71-06	Office Equip, Supplies	\$480,00		
	685-6638-446 93-01	Equipment	\$329,000,00	\$534,000,00	15205.000.00)	685-6698-446 72-01	Operating Supplies	\$870.00	Own expended due to purchase of Ae	Own expanded due to purchase of Aerial Truck and Chevy Boll ahead of schedule,
						685-6698-446,72-05	Gas & Oll	\$100,000,00	this was scheduled for FY21, offs.	This was scheduled for FY21, offset by underspent line items, additional revenues
						685-6698-446,72-54	Bullding Supplies	\$2,000,00	and cash reserves	
						685-6698-446 83-04	Dues & Memberships	\$200.00		
						685-6698-446,83-05	Travel	\$1,000.00		
						685-6698-446 83-06	Education	\$1,000.00		
						685-6698-446.86-15	Tire Repairs	\$4,000.00		
						685-6698-446,87-01	Rentals	\$1,000,00		
						685-6698-446.87-07	Shop Equipment	\$1,500,00		
						685-6698-446,87-08	Work by Oulside Agency	\$50,000.00		
TOTAL ADJUSTIMENTS					(\$321,510.00)			\$321,510,00		
								4		
								\$2,075,195.00		
GEN FUND CASH USED BY M.O.P.									\$0.00	
			=6					L		

#### **ORDINANCE NO. 2963**

AN ORDINANCE REPEALING THE SUBSECTION OF SECTION 8-1, WARDS AND PRECINCTS, DEALING WITH THE DESCRIPTION OF THE TERRITORY INCLUDED IN THE SECOND WARD OF THE CITY, AND ENACTING IN LIEU THEREOF A NEW SUBSECTION OF SECTION 8-1, WARDS AND PRECINCTS, DEALING WITH THE SECOND WARD OF THE CITY, ALL CONTAINED IN CHAPTER 8, ELECTIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. The subsection of Section 8-1, Wards and precincts, dealing with the Second Ward of the City, contained in Chapter 8, Elections, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new subsection of Section 8-1, Wards and precincts, dealing with the Second Ward of the City, is enacted in lieu thereof, as follows:

#### THE SECOND WARD

The Second Ward shall embrace all of the territory within the City Limits described as follows:

Beginning at the centerline of Greenhill Road and a north-south leg of the City Limits or the east City Limits line; thence southerly along the said east City Limits line to an east-west leg of the City Limits; thence westerly along said east-west City Limits line to a north-south leg of the City Limits; thence southerly along said north-south City Limits line to the centerline of W. Ridgeway Avenue: thence westerly along the centerline of W. Ridgeway Avenue to a north-south leg of the City Limits line; thence southerly along said north-south City Limits line to an east-west leg of the south City Limits line; thence westerly along said south City Limits line to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to the centerline of W. Ridgeway Avenue; thence easterly along the centerline of W. Ridgeway Avenue to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to an east-west leg of the City Limits; thence westerly along said east-west City Limits line to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to an east-west leg of the City limits; thence easterly along said east-west City Limits line to a north-south leg of the City limits; thence northerly along said north-south City Limits line to the centerline of Viking Road; thence westerly along the centerline of Viking Road to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to an eastwest leg of the City Limits; thence westerly along said east-west City Limits line to a north-south leg of the City Limits; thence northerly along said north-south City Limits to the centerline of W. 27th Street; thence easterly along the centerline of W. 27th Street to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of Seerley Boulevard; thence easterly along the centerline of Seerley Boulevard to the centerline of Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Drive; thence westerly along the centerline of Utah Drive to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of Greenhill Road to the point of beginning.

Also, Cedar Falls Ward 2 shall consist of all Cedar Falls Township, or bounded by a line beginning at the intersection of North Butler Road and Westbrook Road and proceeding east along Westbrook Road until it intersects the corporate limits of the City of Cedar Falls, thence proceeding south and then west and then south and then east and then south and then south and then south and then south along the corporate limits of the City of Cedar Falls until it intersects W. Ridgeway Avenue, thence proceeding west along W. Ridgeway Avenue to its intersection with University Avenue, thence proceeding west on University Avenue until it intersects North Butler Road, thence proceeding north along North Butler Road to the point of beginning.

Also, Cedar Falls Ward 2 shall consist of the Northwest Corner and North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916, and also the North 550 feet of the West 1,083 feet of the Northeast Corner Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

#### PRECINCT 1 OF THE SECOND WARD

Precinct 1 of the Second Ward shall consist of all the area described as follows:

Beginning at the centerlines of Hudson Road and W. 27<sup>th</sup> Street; thence southerly along the centerline of Hudson Road to the intersection of University Avenue; thence southwesterly along the centerline of University Avenue to an east-west leg of the City Limits; thence westerly along said east-west City Limits line to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to the centerline of W. 27<sup>th</sup> Street; thence easterly along the centerline of W. 27<sup>th</sup> Street to the point of beginning.

#### PRECINCT 2 OF THE SECOND WARD

Precinct 2 of the Second Ward shall consist of all the area described as follows:

Beginning at the centerlines of University Avenue and Hudson Road; thence northeasterly along the centerline of University Avenue to the centerline of College Street; thence northerly along the centerline of College Street to the centerline of Seerley Boulevard; thence easterly along the centerline of Seerley Boulevard to the centerline of Tremont Street; thence southerly along the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Main Street; thence southerly along the centerline of S. Main Street to where it intersects with the centerline of U.S. Highway 58; thence southwesterly and southerly along the centerline of U.S. Highway 58 to the centerline of Greenhill Road; thence westerly along the centerline of Greenhill Road to the centerline of Hudson Road; thence southerly along the centerline of Hudson Road to an east-west leg of the City Limits or the south City Limits line; thence westerly along said south City Limits line to a north-south leg of the City Limits; thence easterly along said north-south City Limits line to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to an east-west leg of the City Limits; thence northerly along said north-south City Limits line to an east-west leg of the City Limits; thence westerly along said north-south City Limits line to an east-west leg of the City Limits; thence westerly

along said east-west City Limits line to a north-south leg of the City limits; thence northerly along said north-south City Limits line to an east-west leg of the City Limits; thence easterly along said east-west City Limits line to a north-south leg of the City limits; thence northerly along said north-south City Limits line to the centerline of Viking Road; thence westerly along the centerline of Viking Road to a north-south leg of the City Limits; thence northerly along said north-south City Limits line to an east-west leg of the City Limits; thence westerly along said east-west City Limits line to the centerline of University Avenue; thence northeasterly along the centerline of University Avenue to the point of beginning.

Also, Cedar Falls Ward 2 precinct 2 shall consist of all Cedar Falls Township, or bounded by a line beginning at the intersection of North Butler Road and Westbrook Road and proceeding east along Westbrook Road until it intersects the corporate limits of the City of Cedar Falls, thence proceeding south and then west and then south and then east and then south along the corporate limits of the City of Cedar Falls until it intersects W. Ridgeway Avenue, thence proceeding west along W. Ridgeway Avenue to its intersection with University Avenue, thence proceeding west on University Avenue until it intersects North Butler Road, thence proceeding north along North Butler Road to the point of beginning.

Also, Cedar Falls Ward 2 precinct 2 shall consist of the Northwest Corner and North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916, and also the North 550 feet of the West 1,083 feet of the Northeast Corner Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

#### PRECINCT 3 OF THE SECOND WARD

Precinct 3 of the Second Ward shall consist of all the area described as follows:

Beginning at the centerlines of Greenhill Road and Hudson Road; thence easterly along the centerline of Greenhill Road to the centerline of U.S. Highway 58; thence northerly and northeasterly along the centerline of U.S. Highway 58 to where it intersects with the centerline of S. Main Street; thence northerly along the centerline of S. Main Street to the centerline of University Avenue; thence westerly along the centerline of University Avenue to the centerline of Tremont Street; thence northerly along the centerline of Tremont Street to the centerline of Seerley Boulevard; thence easterly along the centerline of Seerley Boulevard to the centerline of Grove Street; thence southerly along the centerline of Grove Street to the centerline of University Avenue; thence easterly along the centerline of University Avenue to the centerline of Boulder Drive; thence southerly along the centerline of Boulder Drive to the centerline of Idaho Road; thence westerly along the centerline of Idaho Road to the centerline of Tucson Drive; thence southerly along the centerline of Tucson Drive to the centerline of Utah Drive; thence westerly along the centerline of Utah Drive to the centerline of Dallas Drive; thence southerly along the centerline of Dallas Drive to the centerline of Oregon Road; thence westerly along the centerline of Oregon Road to the centerline of South Main Street; thence southerly along the centerline of South Main Street to the centerline of Greenhill Road; thence easterly along the centerline of Greenhill Road to a north-south leg of the City Limits or the east City Limits; thence southerly along the said east City Limits line to an east-west leg of the City Limits; thence westerly along said east-west City Limits line to a north-south leg of the City Limits; thence southerly along said north-south City Limits line to the centerline of W. Ridgeway Avenue; thence westerly along the centerline of W. Ridgeway Avenue to a north-south leg of the City Limits; thence southerly along said

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north-south City Limits line to an east-west leg of the City Limits or the south City Limits line; thence westerly along said south City Limits line to the centerline of Hudson Road; thence northerly along the centerline of Hudson Road to the point of beginning.

INTRODUCED:	April 20, 2020	_
PASSED 1 <sup>ST</sup> CONSIDERATION:	April 20, 2020	_
PASSED 2 <sup>ND</sup> CONSIDERATION:		_
PASSED 3 <sup>RD</sup> CONSIDERATION:		_
ADOPTED:		_
	Robert M. Gre	een, Mayor
ATTEST:		
Jacqueline Danielsen, MMC, City C	lerk	

#### **ORDINANCE NO. 2964**

AN ORDINANCE AMENDING ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY (1) REPEALING SECTION 16-39, PENALTY FOR VIOLATION OF CHAPTER, AND (2) ADDING A NEW SECTION 16-39, LOITERING PROHIBITED, AND ADDING A NEW SECTION 16-40, PENALTY FOR VIOLATION OF CHAPTER.

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

Section 1. Section 16-39, Penalty for Violation of Chapter, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

Section 2. Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding new Section 16-39, Loitering Prohibited, and by adding new Section 16-40, Penalty for Violation of Chapter, as follows:

#### Sec. 16-39. – Loitering Prohibited.

- (a) It shall be unlawful for a person to engage in any of the following activities in the city:
  - (1) Congregate, stand, loaf or loiter upon any public property or public right-of-way so as to obstruct, hinder or prevent other persons from passing or attempting or desiring to pass from, by or through such location. This shall include other persons passing or attempting or desiring to pass using any means of transportation.
  - (2) Congregate, stand, loaf or loiter in front of, beside, or near any building or property that is open to the public so as to disrupt the normal functions carried on at such place, or to obstruct, hinder or prevent persons attempting or desiring to pass along, into or out of, such place.
- (b) A violation of this section shall constitute a municipal infraction punishable as provided in section 1-9.
- (c) Nothing in this section shall be held to prohibit peaceful picketing, public speaking or other lawful expression, or activities under a properly issued license or permit, or the ordinary conduct of legitimate business.

#### Sec. 16-40. - Penalty for violation of chapter.

Unless an offense is declared a municipal infraction in this chapter or unless a specific penalty is provided for an offense in this chapter, any person who violates any of the provisions of this chapter shall be deemed to have committed a simple misdemeanor and shall be subject to punishment as provided in section 1-8.

INTRODUCED:	April 20, 2020	<u> </u>	
PASSED 1st CONSIDERATION:	April 20, 2020	<u> </u>	
PASSED 2 <sup>nd</sup> CONSIDERATION:			
PASSED 3 <sup>rd</sup> CONSIDERATION:			
ADOPTED:			
		Robert M. Green, Ma	yor
ATTEST:			
Jacqueline Danielsen, MMC, City Cl	lerk		

#### ORDINANCE NO. 2965

AN ORDINANCE AMENDING SECTION 17-247, FAILURE TO DESTROY NOXIOUS WEEDS; RIGHT TO HEARING; DESTRUCTION BY CITY, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

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

Section 1. Section 17-247, Failure to destroy noxious weeds; right to hearing; destruction by city, of Article VI, Trees and Shrubs, of Chapter 17, Parks and Recreation, is hereby repealed in its entirety and a new Section 17-247, Failure to destroy noxious weeds; right to hearing; destruction by city, is enacted in lieu thereof, as follows:

#### Sec. 17-247. - Failure to destroy noxious weeds; right to hearing; destruction by city.

- (a) If the owner or person in the possession or control of any land within the city fails or refuses to cut or otherwise destroy the grass, vines, bushes or weeds declared a nuisance as provided in section 17-246 within seven days after notice in writing has been given to such owner and person in possession or control of land within the city, the owner or the person in possession or control of such land shall be deemed guilty of a violation of this article and punished accordingly. Such written notice to cut or otherwise destroy the vegetation declared a nuisance in this article shall be sent by ordinary mail to the owner of record and to the person in possession or control of the land in question. Such seven-day period to cut or otherwise destroy shall be deemed to commence on the date of mailing of the written notice.
- (b) Each owner and each person in possession or control of any land within the city may request a hearing with the department of Community Development of the city to consider any objections and protests to the proposed cutting or otherwise destroying of the vegetation declared in this article to be a nuisance. The Inspection Services Manager, Code Enforcement Officer or their designee, shall have full power and authority to enter upon any land within the city for the purpose of destroying a nuisance. The Inspection Services Manager, Code Enforcement Officer or their designee shall coordinate the removal of the nuisance with the community development director if necessary. Such entry may be made without the consent of the landowner or person in possession or control of the land.
- (c) The actual cost and expense of cutting or otherwise destroying the vegetation, together with the cost of serving of notice, the cost of special meetings or proceedings, if any,

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- and the cost of supervision and administration, shall be recovered by an assessment against the tract of land on which the vegetation was growing.
- (d) Once a nuisance has been abated after notice as provided in this section has been given, each subsequent violation of this section within a single calendar year shall constitute a separate, subsequent offense under section 1-9.

INTRODUCED:	April 20, 2020
PASSED 1st CONSIDERATION:	April 20, 2020
PASSED 2 <sup>nd</sup> CONSIDERATION:	
PASSED 3 <sup>rd</sup> CONSIDERATION:	
ADOPTED:	
	Robert M. Green, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	

#### **MAYOR ROBERT M. GREEN**



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

# NATIONAL BIKE MONTH AND RIDE OF SILENCE DAY

MAY 2020 / MAY 20, 2020

**WHEREAS**, Cedar Falls has been declared a Bicycle-Friendly Community at the Bronze Level by the League of American Bicyclists; and

**WHEREAS**, the City of Cedar Falls is implementing a Complete Streets philosophy for safely accommodating bicycles and pedestrians along the city's roadways; and

**WHEREAS,** Cedar Falls adopted the Cedar Falls Bicycle Plan in 2009 to reduce bicycle/motorist collisions, educate the public, and promote bicycling for both recreation and commuting; and

**WHEREAS,** bikeability has been shown to increase home values nationwide, and contributes significantly to the local economy through services and tourism; and

**WHEREAS**, the annual Ride of Silence is an international bicycle ride to remember cyclists killed and support those injured while riding on public roads, raising awareness among motorists, the public and decision-makers of the dangers cyclists face on the roads, especially from other traffic; and

**WHEREAS,** the all-volunteer Cedar Falls Bicycle & Pedestrian Advisory Committee (BPAC) has actively worked to improve area quality of life through increased safe and enjoyable cycling and walking opportunities;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim May 2020 as National Bike Month in Cedar Falls, and May 20, 2020 as Ride of Silence Day in Cedar Falls, and I do encourage all residents to enjoy the benefits of bicycling in this and all months, and to individually ride in silence on May 20 in memory of fallen cyclists worldwide. I also extend, on behalf of the people of Cedar Falls, my great appreciation to the Bicycle and Pedestrian Advisory Committee for its continual invaluable advocacy for safe and enjoyable bicyclist and pedestrian access to Cedar Falls.



Signed this 29th day of April, 2020.

Mayor Robert M. Green

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#### **MAYOR ROBERT M. GREEN**



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

# NEUROFIBROMATOSIS AWARENESS MONTH and WORLD NEUROFIBROMATOSIS AWARENESS DAY

MAY 2020 / MAY 17, 2020

**WHEREAS**, the Children's Tumor Foundation is committed to educating the public about this genetic disorder which afflicts two million people globally, including one in every 3,000 births, yet is still relatively unknown by the public; and

WHEREAS, NF affects all populations regardless of race, ethnicity or gender; and

WHEREAS, NF causes tumors to grow on nerves throughout the body and also can affect the development of the brain, cardiovascular system, bones and skin and can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and

WHEREAS, the Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF and is actively fostering collaborative partnerships in both science and industry to speed the drug research and development process through a number of consortia called Synodos; and

**WHEREAS**, the Children's Tumor Foundation improves access to quality patient healthcare and support through its national NF Clinic Network, its information resources, youth programs, and local chapter activities; and

**WHEREAS,** Much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

**NOW, THEREFORE,** I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim May 2020 as **Neurofibromatosis Awareness Month** and May 17, 2020 as **World Fibromatosis Awareness Day** in Cedar Falls.

Signed this 29th day of April, 2020.

Mayor Robert M. Green



CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-268-5126
www.cedarfalls.com

**TO:** City Council

FROM: Mayor Robert M. Green Zonolow

**DATE:** April 27, 2020

**SUBJECT:** Nomination of Ms. Lori Thomas for Human Rights Commission Appointment

**REF:** Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Ms. Lori Thomas for appointment to the Human Rights Commission to fill an existing vacancy with a term expiring July 1, 2022.

2. Ms. Thomas's application has been reviewed by the Mayor Pro Tem, Commission Chair, and Staff Liaison; after interview by me, I have determined Ms. Thomas to be the most qualified citizen for this appointment. Her General Application and Candidate Questionnaire are attached for your consideration.

#

Encl: (1) Ms. Lori Thomas – General Application and Candidate Questionnaire

#### CITY OF CEDAR FALLS, IOWA

Item 12.

#### <u>APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS</u>

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

Name: Lisa	R	Thomas	Gender: F	Date: 02-07-2019	
First	MI	Last			
Home Address: 280	1 Ohio St, Cedar	Falls, IA 50613		Phone: (423) 557-3161	
Work Address: 270	O Campus St, Ced	lar Falls, IA 50613		Phone: (319) 273-2841	
Email Address: lisa				Cell: (423) 557-3161	
Employer: Universi		a Posit	ion/Occupation:	Equal Opportunity Specialist	•
If Cedar Falls reside	ent, length of reside			Ward: <u>4</u>	
NOMINEE FOR: Hu				Board/Commiss	sion
involvement, and an University of Northern Iowa	y offices or leader - Equal Opportunity Spe	ship positions held.	)	applicable. (Include dates of acy Committee (Sept 2016 - Present	t),
LGBT Advocacy Commi	<u></u>		<del>-</del>		
	Rights Investigator Level 2 Certi	fication Discrimination, Har		conduct Training - UNI ● Master's in HR nation, harassment, and sexual misconduct; fa	acilitatin
training on policies and proced	ures, designing and impleme	enting strategic prevention plan	s		
• •		• •	•	ou believe you can make. r for UNI for civil rights. I also serve	as
the main contact for equ	al opportunity issues	related to all job searche	s and personnell iss	sues. I believe I would bring a uniqu	ie
perspective to the comm	nission with my training	g and skill set, and would	d love to broaden m	y current work in to the community.	
				at may prevent you from carr he City of Cedar Falls? If so,	ying

# City of Cedar Falls

Item 12.

# HUMAN RIGHTS COMMISSION Nominee's Questionnaire

Please explain your knowledge of human/civil rights laws and regulations.
 I have been training by the Association of Title IX Administrators on policies related to civil rights including Title VII, Title IX, and VAWA. I also have extensive knowledge of regulations related to Affirmative Action such as Executive Order 11246. I work with these laws, regulations, and policies on a daily basis

2. What interests you in becoming a member of the Human Rights Commission?

I have a personal and professional committment to preventing and eliminating discrimination, harassment, and sexual misconduct in our community. I have always been passionate about working to promote and establish positive environments for individuals to work, learn, and live. My current role allows me to work with the UNI community in these endeavors and I believe I would be a great asset for the overall community of Cedar Falls with my experience and skill set. I want to make to someone who helps improve the lives of those in our community and make sure that everyone feels valued. I know this is not an easy task, but I am up to the challenge and I believe working with the Human Rights Commission will allow me to help our community as well as grow personally and professionally.

3. What availability and commitment will you have for attending committee and commission meetings (i.e. late afternoons, evenings, etc.)?

Evenings work best for me; however, I can do late afternoon as well sometimes.

and have done so for the last 3 1/2 years.

4. Please share your experience with community diversity groups, study circles and/or human rights education outreach.

I currently provide new hire employee training on topics of discrimination, harassment, and sexual misconduct here at UNI. I have also served on the campus's Disability Advisory and Advocacy Committee, Diversity Advisory Committee, and the LGBT Advocacy Committee. I also work with the Resident Assistants in my husband's building committee to provide educational programming on topics of discrimination, harassment, and sexual misconduct to the residents of the building. I have also given presentations to other campus community groups on these topics.

Please share any experience you may have with discrimination case review and/or investigation.

For the past 2 1/2 years, I have served as a civil rights investigator at the University of Northern Iowa. In our office, we handle all complaints of discrimination, harassment, and sexual misconduct involving faculty, staff, students, and visitors to our campus. I conduct all interviews for cases assigned to me, with an emphasis on employee issues. I serve as a neutral fact-finder, gathering all the evidence and information related to the case, and conduct credibility assessments for the complainant, respondent, and witnesses, compiling a final report that is reviewed by the Title IX Officer for decisions. I also work to provide informal resolution when the complainant does not wish to go through the formal process.

Lisa Robin Thomas	02/07/2019
Signature	Date



#### **ROBERT M. GREEN**

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

# MEMORANDUM

Office of the Mayor

FROM: Mayor Robert M. Green

TO: City Council

DATE: April 30, 2020

**SUBJECT:** Departmental Monthly Reports Submission – March 2020

REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), I have reviewed the activities of the City's departments for the month of March and am providing them to the City Council as enclosure (1).

- 2. Several items merit special attention:
  - a. Page 23: The College Hill Visioning Plan design charrette scheduled for March has been postponed to this Fall, due to the inability to travel or meet this month as the result of COVID-19.
  - b. Page 25: The Recreation and Fitness Center staff is commended for the initiative in carrying out a large number of 'important but not urgent' maintenance and repair projects while the building is closed to the public. This included the removal of 90 gallons of accumulated dust bunnies and several dump trucks of material which collected in the basement over many years.
  - c. City staff as a whole has responded admirably to the challenges of the COVID-19 pandemic; this is a situation unheard of in our time, and I'm proud of all who have stepped up and provided suggestions and made changes to keep our city services up and running during these difficult months.
- 3. Please contact the City Administrator, Ron Gaines, or me with any questions you have about this report.

#

Encl: (1) City of Cedar Falls Departmental Monthly Reports, March 2020

# CITY OF CEDAR FALLS

# **DEPARTMENTAL MONTHLY REPORTS**



March 2020

# March 2020 MONTHLY REPORTS Table of Contents

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# FINANCIAL SERVICES March 2020

### Financial Reports

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

### Cash Management

Property tax related revenues received to date in FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

### **Treasury**

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 \$96,433,500 invested in CD's and \$5,100,000 in liquid money market.

Investments	Transactions	<u>Amount</u>
CD's Matured	3	\$12,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	1	\$0.00
PFMM Withdrawals	1	\$0.00
CD/Investment Interest		\$345,212.22

# FY21 Budget

The state required budget forms were completed and filed with the Black Hawk County Auditor and Department of Management by the March 31<sup>st</sup> deadline. The state budget forms include the FY2021 budget figures as well as the FY2019 actual figures and the FY2020 projected figures.

# FY20 Budget

Departmental amendments to the FY20 Budget were sent out to the departments in March and the submission of changes will be in 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

- 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 March, 35 payroll checks and 695 direct deposits were processed.
- 5. Implemented new payroll coding to administer the Families First Coronavirus Response Act, Aril 1, December 31, 2020.
- 6. Capital asset additions were monitored during the month.
- 7. Accounts receivable were processed and 111 invoices were mailed out to customers.
- 8. 1,543 transactions for accounts payable were processed and approved by the City Council for payment and 488 checks were mailed out to vendors.
- 9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
- 10. Continued to provide bookkeeping support for Sturgis Falls.

# **Benefits & Compensation Activities**

- 1. Massages and other gift cards were distributed for those that completed the 3<sup>rd</sup> wellness challenge of this fiscal year which was the "Declutter Your Life" challenge. The challenge overall received positive feedback.
- 2. The final wellness challenge of the fiscal year was postponed indefinitely due to COVID-19. It was supposed to be a team based steps challenge called the "Invitational." This challenge may be rescheduled for May or June depending on when City operations resume more fully.
- 3. Preparations were made by HR staff related to the Families First Coronavirus Response Act ("FFCRA") and the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), the former of which went into effect April 1, and gave employees who qualified due to specific COVID related reasons additional paid sick leave and expanded FMLA leave beginning that day. Leave under the FFCRA related to child care reasons or reasons related to caring for another individual are only paid at 2/3 of the employee's wage rate.

- 4. Beginning March 16, employees who self-identified as "high-risk" or had child care issues due to school and daycare closures related to COVID were allowed to use any of their benefit time, take time off unpaid, or a combination of those two categories until at least April 10. This was the case for the Month of March. City policies have since changed in April. As a result of the new laws mentioned previously, some of those people converted their time off to the time allowed by the new law, while others that did not qualify under the new law continued to use their earned benefit time or take time off unpaid. Employees that needed it were allowed to use advanced benefit accruals, if necessary.
- 5. Certain employees who traveled out of state were required to self-isolate for 14 days upon their return to lowa. They were required to use their personal earned benefit time if they wanted to continue to be paid during this isolation.
- 6. Staff kept a spreadsheet tracking employees who identified as "high risk" and other categories related to the COVID-19 situation. Employees who traveled were also recorded on this spreadsheet. Many HR meetings were held during March to discuss changes to employee statuses and City policy related to employee leave.
- 7. During March, the City waived the employee cost share related to testing to secure COVID-19 diagnosis and as a result the City would pay 100% of the testing. The estimated cost per diagnosis is approximately \$200 per Holmes Murphy.
- 8. March 16, Wellmark announced it would waive employee cost share for all virtual doctor visits until at least June 16. There would be no change to the City's cost share related to these visits.
- 9. The City discussed and moved forward with changing the City's dental coverage from Wellmark's Blue Dental to Delta Dental. Holmes Murphy will be helping with this transition. This change will take place July 1, 2020.

# Civil Service Commission & Employment Related Activities

- 1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Assistant, Assistant Public Safety Director/Police Chief, Engineering Technician II, Planner II & III, and Public Safety Officers; PT positions: Community Service Officer, Laborer, Library Intern, seasonal, special purpose, and intern positions for the Community Development and Public Works departments.
- Follow-up and preparations took place for the March 4<sup>th</sup> and April 14<sup>th</sup> Commission meetings.
- The required 30-day public notice and posting for the reappointment of Commissioner Paul Lee was completed. His reappointment will be recommended by the Mayor and approved by City Council at the April 6<sup>th</sup> Council meeting.
- 4. Staff continued to complete information related to an H-1B visa sponsorship and application.

Item 13.

5. Follow up to the City Council's February action to fully implement the program was provided related to the effect on full-time Firefighters and the recommendation to Council by the transition Task Force Committee.

# Miscellaneous Personnel Activities

- 1. Performance evaluations continued to be received for review and processing. Staff assisted management with related questions and provided prior year evaluations.
- 2. Staff completed general Personnel related items.

# Finance and Business Operations Information Systems Division Monthly Report March 2020

# Software Purchase/Installation/Upgrade Activities

- Software installations included:
  - The MiCollab client was installed on the PC in the North Conference Room.
  - Capture Perfect software was installed on a PC in Public Records.
  - Installed Bluebeam on building official laptop
  - Installed MiCollab on two PC
  - Installed MPS on building official laptop
  - Installed VPN on personal computer (walked her through it over phone)
  - Installed Windows 10, Chrome, Java, Adobe, OptiView, iSeries, FireFox, printer drivers, Windows Updates, and Sophos on FBO laptop
  - Installed AutoCAD 2020 on two engineering computers
  - Installed WasteWorks on new PW Admin PC
  - 300 licenses of goto meting and 3 goto webinar licenses acquired for the Covid emergency
  - Purchased 1 license of Zoom meetings and 1 license of Zoom webinar for digital meetings

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

- Equipment purchases included:
  - 2TB SSD for Cellebrite PC: Best Buy (\$229.99)
  - SSD mounting bracket for Cellebrite PC: Best Buy (\$9.99)
  - 4G (Mobile Broadband) Upgrade Kit: Fujitsu (\$249.00)
  - A firewall replacement was purchased for the Library Internet.
- Equipment Installations included:
  - Installed front chasis fans in Engineer PCs
  - A cradle point router was configured and setup at the Place 2 Play Park in order to gain remote viewing access to cameras.
  - 2 wireless microphones were hooked up for a Hearst Center exhibit.
  - A new laptop was deployed to the City Administrator.
  - A WatchGuard body camera docking station was installed in a Fire office, at the Public Safety Building.
  - 3 Avigilon cameras were installed at the 18th/Main Fire Station after reported vandalism.
  - A PC was loaded for Cellebrite phone extractions. 2 external drives were also setup, with mirrored storage.

# Project and Assistance Activities

- Security Awareness Training Program:
  - Met with KnowB4 to disuss security training and they led us through our first security awareness campaign set up.
- Remote Work Prep
  - Obtained licensing for video, web conferences tools
  - Updated documentation for the Micollab conference bridge and Micollab client
  - Created documentation for connecting to the network remotely
- Graphic design projects for the month included:
  - Hearst Center: exhibit promo materials, posters, half sheet fliers, postcards, vinyl, PVC panels, ad
  - Tourism: print and digital ads, misc graphics
  - Other: website and social media maintenance/graphics, business cards, misc. printing and trimming, TV slides, Currents x 2, Covid-19 communication support
- Assistance Activities:
  - 2 end users were setup with Rise Vision access in order to update digital signage at City Hall and Tourism.
  - Three cameras were removed from the downtown area during a streetscape project.
  - Approved end users were setup for remote access via VPN connectivity and some through VMWare View. Laptops were loaded with necessary software in order to have these end users work from home. Others were send instructions or guided through the remote access setup process over the phone
  - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
  - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
  - We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
  - We continue to provide support for the City's telephone system, adding and modifying services as requested
  - Laptops and projectors were provided and setup for those needing them for meetings and travel
  - · We continue to provide support for the City's FTP server, adding folders and

- managing security as necessary
- Users were added and removed from the network as required for hires and terminations.

# Problem Resolution Activities

- The server room, at Public Works, was cleaned out after a cooling issue arose.
   This will aid in providing easy access for repair and with keeping equipment properly cooled.
- Cash registory up front wouldn't print, restarted printer (also disconnected from network)
- Hearst Center phone wasn't working port configuration error
- Code enforcement couldn't get monitor to work swapped out VGA cable
- Envelope printer up front wouldn't print envelopes power cycled printer
- Public Safety officer couldn't access CivicPlus wasn't part of the Employees Only group
- Cameras were running sluggish on CSO monitors restarted PCs
- PSO kept dropping network connection in car
   modem was loose (showed him
  how to fix if he lost connection again)
- FBO Directory couldn't get her iSeries to come up copied HOD file to her computer
- Public Safety couldn't get video to copy over to thumb drive formatted to NTFS
- Envelope printer wouldn't print labels power cycled printer
- Joanne couldn't print envelopes reinstalled printer driver
  - Educated her on new process of printing going forward
- Payroll Specialist couldn't open her email quarantined links changed her default email to Outlook 2010
- Building Admin couldn't email file file was too large (copied to her H drive)
- Section 8 office couldn't get second monitor to display extended display under display settings
- Public Safety Office second monitor wouldn't display swapped out VGA cable to HDMI
  - Connected monitor back up to second workstation
- Public Safety Officer couldn't log into his machine (prompting him to choose an operating system) – changed boot order in BIOS settings (was booting to CD drive first)

# **Equipment Repairs**

- JA King was contacted about replacing the scale desktop unit, at the Transfer Station, after the old one had become faulty.
- A media converter, at the Water Reclamation Control Building, had a loose cable which wasn't allowing us to update the time on the Water Rec gate. This was remedied and the gate time was updated.

# **Channel 15 Programming Activities**

Televised live programs from City Hall:

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

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

# Regular production included:

- Produced 4 CF Boys Basketball games
  - Dubuque Hempstead
  - West Des Moines Dowling (State Basketball)
  - Ankeny (State Basketball)
  - Ankeny Centennial (State Basketball)
- Produced 1 CF Girls Basketball game
  - Waterloo West (State Basketball Tournament)
- Produced 4 Sports Talk shows
  - State Wrestling recap
  - State Bowling recap
  - State Girls Basketball recap
    - State Boys Basketball recap
- Produced 1 Currents Up Close Show
  - Census 2020
- Recorded 5 Black Hawk County Coronavirus updates:aired on Channel 15
  - March 18
  - March 20
  - March 23
  - March 30
  - March 31
- Added 8 educational videos and promos for coronavirus/COVID-19 from CDC and Coronavirus.gov, plus produced one local educational PSA on our own for Channel 15.
- Produced promo for the Friends of the Hearst
- Aired 4 Panther Sports Talk summer shows
- Aired 2 "The Heartland" shows featuring University of Iowa athletics.
- Finished production of State Volleyball Championship documentary

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

- Ice Harvest Festival recap
- Cedar Falls Camera Registration
- Ice Training at Ice Harvest Festival recap
- Vehicle Extrication Training

- Hearst Center Spring Break activities
- Rec Center Spring Break activities
- Special Election announced for At Large council seat
- Imagine College Hill postponed
- Hartman Reserve Maple Syrup Festival recap
- Local Food & Film Festival recap
- EV Charger rates
- Carol Lilly resigns from Community Main Street to go to Main Street Iowa
- CF Historical Society exhibit, "Women and the Vote"

# **Geographical Information Systems (GIS)**

- Projects:
  - Met with public safety staff to setup an online crime reporting submittal form to minimize public contact for non-urgent crime
  - Updated all web mapping apps to reflect server upgrade changes
- Web & Database:
  - Added new alley layer to GIS with new id's for maintenance tracking
  - Updated all 2020 cip projects database
  - Finalized changes to Firehouse database prior to migration
  - Updated roads and refuse layers to reflect needed changes to integrate with new AVL software
  - Added airport zoning overlay and cultural and entertainment district boundaries to GIS
  - Added new field list items to storm sewer for streets and updated web app to remove 2 steps in the maintenance workflow
  - Update 10+ layers related to recent annexation of property
  - Updated preliminary flood hazard layer to reflect changes from IDNR
  - Updated cemetery information from CIMS into GIS
  - Updated rental information from Firehouse into GIS
  - Updated building permits from LAMA into GIS
- Data Requests:
  - Storm sewer data for local NRCS office
  - Storm & sanitary data for CFU
  - Alley data for CFU
  - Lat/Long for every city facility for insurance update
- Maps:
  - Provided a map of new alley id's for Engineering
  - Provided a map of downtown walking tour sites for CMS conference
  - Provided a map of sidewalk infill areas for Planning
  - Provided a map of fire calls for council
  - Provided a map of newly annexed property for ED
  - Provided a map of area West of Hudson Rd showing development
  - Provided maps for new fire personnel
  - Provided a map of current subdivision activity for building dept
  - Provided a map of old Hawkeye Box site for admin

- New addresses issued:
  - o 1603 Park Dr clarification
- Software
  - Upgraded production GIS server to latest web mapping platform
  - Installed new portal software on 2nd GIS server to begin testing

# Training and Staff Activities

- Training was done, with the Tech Review committee, for accessing the MiCollab conference bridge.
- A Place 2 Play conference call was attended in the Duke Young Room.
- The other Information System Technician was trained on how to enter fixed assets into the financial system
- Attended a demo on CIMS Cloud version with Public Works Staff.
- Went to City of Waterloo to discuss Laserfische product
- Met with Access Systems on a new document management system
- Attended a webinar with Dell on air gapped backups for security
- Met with IP Pathways to discuss view desktops as a service to support remote work.

# FINANCE & BUSINESS OPERATIONS LEGAL SERVICES March 2020

### REPORT FROM SWISHER & COHRT - SAM ANDERSON, LUKE JENSON:

1. Traffic Court:

City Cases Filed: 122 (this number includes both City and State tickets)

Cases Set: 12 (Traffic) 0 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

- 2. <u>Code Enforcement:</u> Attention to disorderly property citations and continuance of trials and arraignments.
- 3. <u>Miscellaneous:</u> None.

# REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- 4. PERSONNEL/HUMAN RESOURCES:
  - a) Consult with City staff on personnel and disciplinary matters
  - b) Attend weekly Human Resource Meetings
  - c) Consultation on various labor issues
- RISK MANAGEMENT/CLAIMS:
  - a) Attend Risk Management Committee Meeting; provide input
  - b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
    - workers compensation
    - ii. personal injury
    - iii. property damage
  - c) Review and approve outside counsel legal fees and expenses for payment
  - d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
- 6. CONTRACTS/AGREEMENTS:
  - a) Review & Advise-InVision consulting agreement City Hall remodel
  - b) Advise and Draft—River Place Parking Lot purchase agreement
  - c) Review & Advise—Development Agreement, Community Bank & Trust

#### 7. MAYOR/CITY COUNCIL:

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor
- b) Advise on City Council meeting procedural issues
- c) Advise and Draft—Grievance Appeal Hearing and Decision

#### 9. MISCELLANEOUS:

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on and respond to Public Records requests
- d) Continued attention to Rural Water issue
- e) Advise on Code Enforcement issues
- f) Advise & Drafting-Loitering Ordinance
- g) Advise Administration Committee on employee grievance; draft decision
- h) Advise on emergency powers
- i) Research & Advise—Covid-19 issues
- i) Advise on Minimum Rental Housing Code
- k) Work on PSO implementation plan; task force

# REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) Risk Management Committee met March 11, 2020. Workers' Compensation injuries, modified duty, non-FMLA leave, liability claims, damage to City property, and policies 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; to include park rentals.
- 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) Annual Fire Physicals on-going.
- h) Workers' Compensation Audit completed with assistance from Finance.
- i) Work with various City Departments to complete Public Entity Insurance renewal documentation for bid.
- j) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.

# 11. Personnel

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

- f) Review and process unemployment claims; COVID-19 claims.
- g) Processing of 411 disability claim.

## 12. Human Rights Commission (HRC):

- a) Executive and Commission Meetings held March 13, 2020.
- b) Provided staff support to Committees and Commission.
- c) Process complaints and provide support to citizen's jurisdictional questions.
- d) Continued work and review of Cedar Valley issues and achievements in the areas of Diversity, Inclusion and Implicit Bias; work on Economic Inclusion Summit began for October 2020 seminar.

# FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS MARCH 2020

### **Public Records Activity**

To protect against the spread of COVID-19, City Hall and all city buildings were closed to the public on March 17, 2020. All subsequent public meetings were either cancelled or conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency dated March 19, 2020. The City Council conducted its first all-electronic meeting on March 20, 2020.

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

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

City Council adopted twenty-six (26) resolutions during the month; staff drafted twenty-one (21) of these resolutions.

At the direction of City Council, the Mayor appointed a Firefighter Transition Task Force to address issues arising from the implementation of the reorganization of the Public Safety Department. Staff prepared agendas, materials and minutes for three Firefighter Transition Task Force meetings. The task force recommendations were presented to and adopted by the City Council on March 16, 2020.

Worked with the Black Hawk County Auditor/Commissioner of Elections and the lowa Secretary of State to postpone the Cedar Falls Special Election due to social distancing guidelines put in place to slow the spread of COVID-19.

Processed and issued the following:

- 1 Business License
- 200 Pet licenses
  - 28 Annual "Paw Park" permits
    - 5 Public Event permits
  - 2 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 89 Monthly Lot
  - 0 Monthly Construction
  - 0 Daily/Guest
  - 0 Annual Dumpster

Processed (7) liquor licenses, (1) wine and (2) beer permits.

Recorded/filed (5) documents with the County Recorder and (1) document with the County Treasurer.

Satisfied (12) requests for public records and responded to (5) requests/concerns received thru the City's on-line Service Request feature.

Prepared final assessment notifications and City Council action for the 2019 Sidewalk Assessment Project – Zone 2.

Prepared 2019 annual cemetery reports that are required to be filed with the lowa Insurance Division.

Prepared and submitted FY20 Budget amendments for the Public Records and Parking budgets.

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

Attended an on-site document management demonstration at the City of Waterloo and participated in another webinar to review another document imaging system.

The unemployment rates for the month of February 2020 were 3.4% for the Waterloo-Cedar Falls Metropolitan Area, 2.8% in Iowa, and 3.8% in the U.S.

# **Document Imaging completed**

- 57 Employee performance evaluations.
- 18 Department Director files.
- 3 Employee FTO files.
- 28 Miscellaneous boards, commissions & committees meeting materials.
  - 4 Miscellaneous publications (Currents, City Connections, etc.)
- 43 City Council Resolutions (#21,864-21,906).
  - 5 City Ordinances (#2954-2958).
  - 2 City Council meeting files.
  - 9 Planning geographic/CD alpha project files.
- 33 Engineering/Storm water project files.

Miscellaneous employee documents/personnel files.

Departmental monthly reports for January & February, 2020.

### **Parking Activity**

#### Enforcement

790 - Parking citations issued.

\$18,181.42 – Citations paid.

#### Collection Efforts

- \$ 723.00 Collections from delinquent parking accounts.
- \$ 600.00 Vehicle immobilizations (12 vehicles).

Participated as a speaker on March 11<sup>th</sup> during the Main Street Iowa Spring Workshop in a panel discussion related to overcoming parking issues in an active and award-winning downtown district.

Parking technical committee meetings have been put on hold during the current pandemic. Joint meetings with Community Main Street, College Hill Partnership and the University of Northern Iowa will continue once the pandemic is over.

Relaxed parking enforcement was implemented during the pandemic. Timed areas are not being enforced, except loading zones and 15-minute drop-off and pick-up spaces. Enforcement of ADA, fire lane and other restricted parking continues to be enforced to accommodate emergency vehicles and public services in those areas. Parking enforcement staff have incorporated patrolling of public parks and playgrounds to discourage group gatherings and playing on playground equipment.

# FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER MARCH 2020

#### Library Activity

Usage Statistics	January 2020	February 2020	February 2019
Customer Count	15,902	16,745	14,463
Circulation	39,266	39,180	37,511
Ebooks and streamed	5,003	4,470	4,258
videos			
Downloaded music	1,423	1,240	1,560
Reference Service	1,937	1,794	1,826
Items Added	872	993	630
Event Attendance	933	1,250	1,604
Computer & Wi-Fi	2,655	1,975	2,485
Usage			

Special events in March included the following:

- Writers of the Cedar Valley: Writing and Completing a Novel
- Reading Pals, a program that allows primary-grade students (grades kindergarten-3rd grade) the opportunity to develop reading fluency by practicing reading to a dog from the Cedar Valley Pet Pals organization
- Open labs in the Co-Lab, an opportunity for patrons to learn how to use the equipment in the Co-Lab makerspace
- Tween Time: Creating your own superhero
- Teen night: mini golf
- Special Kindermusik Storytime with Michelle Thompson
- Sewing and quilting group in the Co-Lab
- Teen book club
- Tween book tasting
- Word Wizards: Poetry. Word Wizards is a writing group for elementary school-aged children.
- Senior device advice
- Introduction to Beekeeping with Master Beekeeper Ed St. John, District 3 Director of the Iowa Honey Producers Association
- Special Suffragette Storytime
- Teen graphic novel, manga, and anime club

The library building was closed to the public March 17-31 to help prevent the spread of COVID-19.

The Friends book discussion group discussed 1984 by George Orwell.

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

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, bingo, button club, and music, the center also hosted rentals for Entertainment at the Center and bridge club. The Community Center building was closed to the public March 17-31 to help prevent the spread of COVID-19.

City Monthly Report for: Item 13. ar Falls y Development Services Division

**Mar-20** 

Construction Type		Monthly Summary	ummary			Yearly Summary	ımmary	
, ,	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	11	0	\$2,751,454.00	\$20,925.55	72	0	\$19,213,588.00	\$145,240.85
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25

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

\$1,588,020.00 \$70,240,324.00

Commercial/Industrial New Construction

Public, and Utility Institutional, Schools,

0

\$1,000.00

\$0.00

0

\$129,920.00

\$487.60

\$90,500.00

\$1,306.96

\$31,525.00

\$499.75

Agricultural/Vacant

Plan Review

Total

89

\$4,281,700.00

\$42,994.18

881

\$56,467,435.00

\$512,605.17

\$0.00

\$2,418.38

76

\$0.00

\$30,687.19

Churches

Garages

Commercial/Industrial Additions and Alterations Commercial/Industrial

0

\$382,119.00

\$3,847.80

82

Res Garages

Alterations Res Additions and Construction

59

0

\$1,145,627.00

\$15,752.45

583

0

\$7,142,150.00

\$117,302.75

0

\$1,500.00

\$50.00

34

\$553,121.00

\$9,661.00

1

\$18,381,452.00

\$135,565.74

\$7,235,179.00

\$62,125.08

Grand Total	Building Totals	Total	Refrigeration	Plumbing	Mechanical	Electrical	Constractor Registrations	Total	Refrigeration	Plumbing	Mechanical	Electrical	Construction Type	City ar Falls Com the Development Insp Services Division Monthly Report for:
264	89	1				_1	Issued Dwelli	174	ω	68	50	53	Issued Dwelli	t on Mar-20

\$0.00 \$140.00 8 0 \$0.00	Fees \$150.00 \$150.00			1	lectrical lumbing lumbing lefrigeration  Total  Building Totals
\$0.00   \$140.00   8	Fees \$150.00	valuations		12	
\$0.00   \$140.00   8   0   \$0.00   \$   \$17,527.70   1806	Fees \$150.00	valuations			echanical echanical umbing efrigeration
\$0.00       \$140.00       8       0       \$0.00       \$         stations       Fees       Vearly Summary       Yearly Summary       Tees         \$0.00       \$150.00       5       Dwelling Units       Valuations       Fees         \$0.00       \$150.00       5       0       \$0.00       \$0.00	Fees \$150.00	valuations			lectrical dechanical lumbing
\$0.00   \$140.00   8   0   \$0.00   \$140.00   \$17,527.70   1806	Fees \$150.00	valuations			ectrical
\$0.00       \$140.00       8       0       \$0.00       \$         \$17,527.70       1806       Yearly Summary       \$16         Hattons       Fees       Jssued       Dwelling Units       Valuations       Fees         \$0.00       \$150.00       \$       \$0.00       \$0.00       \$0.00	Fees \$150.00	Valuations			ectrical
\$0.00 \$140.00 8 0 \$0.00 \$0.00 \$17,527.70 1806		Valuations		1	
\$0.00 \$140.00 8 0 \$0.00 \$0.00 \$17,527.70 1806 Yearly Summary		Valuations	Dwelling Units	Issued	Kegistrations
\$140.00 8 <b>0</b> \$0.00 \$17,527.70 1806		Monthly Summary	Monthly		Constractor
\$140.00 8 0 \$0.00	\$17,527.70			174	Total
			0	ω	efrigeration
\$0.00 \$6,279.00 596 0 \$0.00 \$55,617.50	\$6,279.00		0	68	lumbing
\$0.00 \$4,895.00 694 0 \$0.00 \$59,360.00			0	50	lechanical
\$0.00 \$6,213.70 508 0 \$0.00 \$52,546.60			0	53	ectrical
aluations Fees Issued Dwelling Units Valuations Fees		Valuations	Dwelling Units	Issued	
Yearly Summary		Monthly Summary	Monthly		Construction Type

# PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT

March 2020

### **MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meeting was held on March 11, 2020. The March 25, 2020 meeting was cancelled due to precautions taken due to COVID-19.

Applicant	Project	Request	Action Taken
Community Bank & Trust – 312 W. 1 <sup>st</sup> Street	Downtown Site Plan Review – New bank building	Review and discuss site plan	Continued to next meeting
Community Bank & Trust – 312 W. 1 <sup>st</sup> Street	Easement Vacation Request	Review and discuss	Continued to next meeting
River Place Development	Downtown Site Plan Review - River Place Plaza Amended Site Plan	Review and make a recommendation to Council	Approved
City of Cedar Falls	Future Land Use Map amendment and rezoning of newly annexed property from A-1 to R-1 and M-1,P (for expansion of the City's Industrial Park)	Gather Comments	Continued to next meeting

Group Rental Committee – No meetings were held in March due to COVID-19 precautions

Board of Rental Housing Appeals – March 2 meeting: case noted below. March 23 meeting cancelled due to COVID-19 precautions

Address	<u>Unit</u>	Owner	Requested Occupancy	Approved for	GRC	<u>BRHA</u>
1320-1322 Delta Drive	2	Chris Olsen	3/unit	3 in one unit / 2 in the other	GRC approved based on available parking. No Appeal.	
2822 Walnut St	1	Steven & Kari Chapman	4	4	GRC approved. Met all requirements	
2810 Walnut St	1	Danny Moulds	4	3	Forwarded to BRHA on appeal	Approved for 3 due to lack of adequate parking

# Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	3/3/20	Update on the Bike-Ped Plan process. Discussion of Lake Street Trail dedication. Plans for Bike Month.
Metropolitan Transportation Technical Committee	3/12/20	Continued review of the draft 2021-2025 Passenger Transportation Plan.
College Hill Partnership	3/9/20	College Hill Strategic Plan Recap. Discussion of ways to encourage participation in the College Hill Community Design Charette starting on March 28. Discussion of upcoming annual meeting and election of officers.
Historic Preservation Commission	3/10/20	Discussion of ideas for Preservation Month. Noted upcoming historic preservation conference. Update on ongoing education efforts, including the brick street on 16 <sup>th</sup> St and developing historic walking tour brochure for Cedar Heights Neighborhood
Middle Cedar Watershed Advisory Committee		No meeting
Housing Commission	3/10/20	Recommended approval of 5-year Public Housing Authority Plan and forwarded to Council. Program updates for CDBG and Housing Choice Voucher Program.
Community Main Street Design Committee		March meeting cancelled due to COVID-19
Parking Committee - Downtown		Meeting was cancelled due to COVID-19
Parking Committee – College Hill		Meeting was cancelled due to COVID-19

#### **PLANNING SERVICES:**

- 195 walk ins/phone inquiries and staff responses with information/assistance.
- 48 land use permits were issued.

Number of Rental Inquiries: 27

# Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy

- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.
- Land Use Permit for various projects
- Detached Accessory structure
- Code Enforcement Complaints
- Subdivision
- Zoning verification letter
- Appropriate signage
- Flood plain
- Historic Preservation Commission potential project
- Lien Release
- Swimming Pool

### OTHER PROJECTS FOR MARCH INCLUDED:

- Preparations and community outreach efforts are under way for the Imagine College Hill Community Design Charrette planned for the end of March. (Note: Charrette cancelled due to COVID-19. Will likely be re-scheduled for Fall 2020.
- Ongoing Staff review of draft zoning code for the Downtown study area to implement the Imagine Downtown Vision Plan.
- Preparations made to handle spring influx of large and small development review cases in light of COVID-19.
- Staff working with Nagle Signs to implement the city wide wayfinding signage project. Signs to be installed in spring 2020.
- Assisting the Engineering Division with the planning for the Center Street Streetscaping Project.
- Ongoing project management for the Cedar River Recreation Project.

#### **ECONOMIC DEVELOPMENT:**

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls
   Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial
   Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Continue working with economic website consultant to develop a new economic development website for the City of Cedar Falls.
- State of Iowa City Development Board approved the annexation of 244 acres of land located adjacent to the Cedar Falls Industrial Park into the City of Cedar Falls for the continued development and expansion of the industrial park.
- Began process of amending the Future Land Use Map and rezoning the property that was annexed into the City of Cedar Falls.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.

#### **CDBG**

- Several projects are in progress, including assistance to local service agencies, a sewer lining project, and sidewalk infill projects located in low/moderate income areas.
- Preparing for HUD monitoring visit, which will need to be done remotely due to COVID-19
- Monitoring program and funding changes from HUD due to COVID-19 precautions.

#### HOUSING CHOICE VOUCHER PROGRAM

Waiting List New Applications Taken Units under Contract Initial Vouchers Issued Mover Vouchers Issued	74	HAP Payments	\$100,639
	0	Utility Payments	\$ 1,871
	220	Admin Fees Earned	\$ 13,097
	3	Total Vouchers Available	326
	2	Lease Up Goal	230
New Admissions	2		

Citizen Contacts/Appointments: A total of <u>19</u> appointments were held and <u>366</u> citizen/ client contacts were addressed.

**HQS Inspections**: 15 Inspections were completed

End of Participation: 2 clients ended participation.

Hearings: 0 hearings were conducted.

**Other**: **209** names have been taken off of the Waiting List in 2020, a combination of the purge process, ineligible background checks and issuing vouchers.

#### Ongoing Projects:

- Updating the waiting list for the Housing Choice Voucher Program.
- Prepared the annual and 5-year Public Housing Authority Plan, which is currently available for public review and comment.

### **ADD A DOLLAR REPORT**

There were 1 applications reviewed for utility assistance. A total of \$121.98 was provided, for an average of \$121.98 per household. There was a balance of \$9,341.98 as of March 2020.

#### RECREATION DIVISION Monthly Report March 2020

Life as we have known it, took a major change for everyone this past month with the Covid-19 virus. This situation forced many City facilities including the Recreation and Fitness Center and the indoor pools to shut down effective March 17 thru April 10 (at the time this is written). During this period all full time and year round part time staff were allowed to still come into work. This offer was extended to the front desk staff who wanted hours to be able to cover bills they had and we allowed them to work similar hours over each week comparable to what they would have been scheduled. This allowed us to follow the mandate of not having over 10 people gather at any one spot, with a building our size we maintained the social distancing required. The fitness instructors were not given this offer because for the vast majority of them this is a second job and not the primary source of income.

Staff compiled a long list of tasks to be done. This list included but was not limited to the following:

- The deep clean and disinfect all surfaces the public could or would come in contact with including all door knobs, doors, hand rails, plumbing fixtures, walls, all weights and cardio equipment, telephones, keyboards, all items checked out by the front desk, counters, shelves, magazine holders, walls, key pads, fans, duct work, vents, hand rails, basketballs, medicine balls, volleyballs, all fitness equipment used for classes around the entire facility were disinfected, equipment in the child care area was disinfected along with indoor park items, steam rooms, mats, games, cardio machines, all bikes, vents, etc.
- Towels were washed in hot water with a mild bleach solution to disinfect them before being folded and put in bags to keep them clean and dust free.
- Building maintenance staff for the city hired local companies to:
  - Replace broken tile in the hallways
  - Doors and handrails scratched thru use were repainted with a bacteria resistant paint.
  - Leaks in the hall way were fixed
  - A couple of new doors were delivered and painted to replace damaged ones from years of use
- Using lifts the rafters, eye beams, curtains, pipes, hand rails and conduits in both gyms were
  dusted resulting in close to 90 gallons of dust bunnies. This job could not have been done with
  the facility open and took 4 days to accomplish using two lifts. The last time this was done was
  over 5 years ago and was well over due.
- Carpet in all public areas was deep cleaned including the entrance, child care, multipurpose room, locker rooms, massage room, hallway carpet runners, exercise room
- Hall tile was deep cleaned and sanitized
- In our basement, staff cleaned, organized, recycled, and got rid of items no longer being used.

  This resulted in six dump truck loads of items to be recycled or taken to the transfer station. This is something that has needed to be done for years. You can now walk down any and all isles
- The wood surfaces in the sauna were disinfected, sanded, washed down, dried, and sealed.
- Wall fans were hung in the cardio cycling room with all other fans taken apart and cleaned
- The pool table had new felt put on it after a rip in the old felt was found.
- Maintenance replaced all the light fixtures in the exercise room with more energy efficient LED lights and installed new fans. Both these projects give the room a much cleaner look with fewer areas for dust and such to collect.
- The wood floors were or will be resealed during the building shutdown. This is something
  normally done around July 4<sup>th</sup> and is close to a week process. By having this work done now we
  can avoid a shutdown of the wood floors later in the year.

- Rec Center
  - o Fitness classes had gone well with no issues until the shut down on the 17<sup>th</sup> with 1,835 down 1,100 from last March when we were open the entire month.
  - Staff is getting ready to start the sale of summer swim passes
- Staff has been busy working on the programs and services to be offered during the summer months as they finalize dates and locations with minor changes caused by the additional snow days the school system has to make up.
- Staff adjusted dates of spring programs as best we could before cancelling them due to COVID-19
- 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 dues the end of
  February or the first week of March. Interviews have been conducted during the month of
  March for the most part using Skype or other video sources to get these done in a timely
  manner. We will continue to interview new applicants for positions not yet filled.
  - o Pool managers have set up interviews with roughly 115 applicants and will make job offers to around 70 individuals to fill all the swimming and the non-swimming related position mid- April. Those applying for swimming related positions were to have signed up for one of 3 swim sessions to demonstrate their skills but these had to be cancelled.
  - O Brock has interviewed around 42 applicants for summer jobs thus far and will offer interviews to those applying for positions where opening still exist. In all he will fill 64 positions with many working more than one program this summer.
- Falls Aquatic Center and Indoor pools
  - Swim lessons for preschool had 3 of their 8 lessons before being cancelled.
  - o For the group 4 thru 8 lessons we push the start date back and finally had to cancel them
  - Life Guarding classes have been pushed back and we will find a way to get these taught since a number of rookie guards need this certification to work jobs for us this summer.
  - As the weather, warms up summer staff will start working out at the Falls getting ready for the upcoming summer.
- Staff has been working on Budget amendments for the FY20

Respectfully submitted,

**Bruce Verink** 

Brus levent

Recreation Division Manager

### Recreation and Community Center Usage For March 2020 the Year of COVID-19 The Facility was closed March 17th thru March 31st and beyond

Members using the Facility Non-Members using the Facility Child Care Aerobics Circuit Weight Training Tai Chi Cardio Cycling Personal Trainers-Independent Contract Yoga Zumba Rock On	6,806 488 46 728 65 102 386 tor 118 431 64 59	Massages Meetings/Tours/Rentals Racquetball Wallyball Hrs Racquetball League Pickleball Steamroom Usage Birthday Party Bonanza Indoor Park Spring Break Basketball-Canceled Interviews	12 390 43 18 136 301 0 140 0 64
Recreation and Community Ce	enter Revenu		
Resident Memberships Sold 12 <sup>th</sup> Grade & Under Adult Senior Citizen Family Pass Corporate Family Corporate Individual	6 25 6 27 1 2	Punch Cards 12 <sup>th</sup> Grade & Under Adult Senior Citizen Child Care Racquetbali	3 6 0 4 0
·	25,539.41	Leisure Link Registration	\$18,184.41
Daily Fees Admission Child Care Concessions  Swimming Pool Passes (Winte Family Individual Youth/Senior  Youth Programs	\$3,486.00 \$10.00 \$538.55 r)  45 61 14	Racquetball Sponsor Payment	\$4.00 \$300.00
5 <sup>th</sup> & 6 <sup>th</sup> Boys Basketball Pool Parties Lifeguard Training-Postponed	0 115	Learn To Swim-Canceled Swim Club	168 101
Adult Programs			
Pickleball Spring Volleyball	136 672	Scuba-Canceled	0
Recreational & Lap Swim	374		
Rentals Pool Parties-Canceled 4 Beach House Ball Fields	2 0 33	Shelters Equipment Recreation Center	0 0 3

### CEDAR FALLS RECREATION DIVISION March-20

AQUATICS		ADULT SPORTS	
YOUTH SWIM		Pickleball Mornings	7
Group 1		TOTAL ADULT SPORTS	7
Sat 8:30 am	8		
Sat 9:00 am	8	ADULT EXERCISE	
Sat 9:30 am	8	Circuit Weight Training	
Group 2		T & Th 4:30 pm	21
Sat 10:00 am	8	TOTAL CIRCUIT WEIGHT	21
Sat 10:45 am	8	REC XFIT	
Sat 11:15 am	8	MWF 5:15 am	8
Sat 11:45 am	8	TOTAL REC XFIT	8
Group 3		TAI CHI	
Sat 1:00 pm	7	Beginners TTH 10:00 am	17
Sat 1:45 pm	8	Intermediate TTH 9:00 am	14
Sat 2:45 pm	8	TOTAL TAI CHI	31
Sat 3:30 pm	8		
		TOTAL ADULT EXERCISE	60
TOTAL YOUTH SWIM	87		

#### CEDAR FALLS TOURISM & VISITORS BUREAU **Monthly Report** March 2020







### Meetings, Conferences and Business Travel Marketing

- Met with Main Street Iowa Conference planning committee.
- Post event meeting regarding UNI Overseas Recruiting Fair.
- Met with Hilton Garden Inn and Holiday Inn sales staff to discuss grants and sponsorships.
- Worked with Holiday Inn to assist with their bid to host the Iowa Recycling & Solid Waste Management Conference & Trade Show in 2021-2025.

Date	Event	Attendance
Mar 3-5	Hawkeye Farm Show, UNI-Dome	18,000 anticipated
	Volunteers, guest rooms, promotion	
Mar 9-11	Main Street Iowa Training, Woman's Club	100 anticipated
	Planning Committee, welcome materials, tour	
Mar 13&14	Eastern Iowa Sports Show, UNI-Dome	10,000 anticipated
	Grant, volunteers for showcase	last day cancelled-COVID 19
Mar 20-22	Antique Spectacular Vintage Market, UNI-Dome	2,000 anticipated
	Grant, volunteers for showcase	cancelled-COVID 19
Mar 24-27	Waverly Horse Show, Waverly	3,000 anticipated
	promotion	postponed-COVID 19
Mar 25-28	FIRST Robotics Competition, UNI-Dome	2,000 anticipated
	promotion	cancelled-COVID 19
Mar 28	UNI Panther Open House	170 anticipated
	promotion	cancelled-COVID-19



#### Sports Related Marketing **Events that Occurred**

- Attend Cedar Valley Sports Commission board meeting.
- Met with Panther Sports properties.

Date	Event	Attendance
Feb 29 &	Missouri Valley Conf. Indoor Track & Field, UNI-Dome	???anticipated
Mar 1	TVB promotion	
Mar 7&8	AAU Super Pee Wee State Wrestling, Young Arena	6,000 anticipated
	CVSC grant	
Mar 11-15	I.O.M.A. State Pool Championships, Sullivan Center	2,041
	Promotion	
Mar 19	Harlem Globe Trotters, McLeod	??? anticipated
	CFTVB-promotion	cancelled-COVID-19
Mar 21	Xcel Gymnastics State Championship, Wartburg	2,000 anticipated
	CVSC grant	cancelled-COVID-19

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



#### Leisure Travel Marketing

- Suspended digital advertisements mid-month while continuing with paid search. Pivoted messaging to assist local businesses still providing take-out meals, curbside pick-up and online ordering. Additional messaging was directed to trails and outdoor and virtual activities that could be experienced while social distancing.
- Attended Sturgis Falls Celebration board meeting.
- Intended to showcase at Canoecopia in Madison cancelled-COVID-19.
- Provided calendar of events for Currents.
- Continued work to secure sponsorships to fund reprint of trail guides.
- Maintained trails events registration, social media and website.
- Worked with ZLR to monitor up digital advertisements.

- Monitored, shared and created posts on Facebook and Instagram.
- Published Weekender Newsletter and blog posts about COVID-19 updates for the hospitality industry, virtual experiences and Cedar Valley Tourism Awards nominations. Boosted two posts, COVID-19 grants available and Maple Syrup Festival.
- Replenished promotional items supplies.
- Worked with Hawkeye Community College to secure photography of events.
- Processed 1,314 leads from Travel Iowa advertising and 59 from AAA Living.
- Managed advertisements with Iowa Tour Guide and Minnesota Trails.

• Manage	Event	Attendance
Mar 7&8	Maple Syrup Festival	1,900 anticipated
Mar 7	Promotional assistance Waterloo/Cedar Falls Symphony Honoring Our Own	attendance unknown
•	Promotional assistance and Community Betterment grant	
Mar 16-20	World's Greatest Spring Break Promotion	12,300 anticipated cancelled-COVID-19
Mar 27-19	Souvenir, Cedar Falls Community Theatre Promotional assistance and Community Betterment grant	attendance unknown cancelled-COVID-19
Mar 28	RodCon	3,000 anticipated
	Promotional assistance and grant	cancelled-COVID-19



### Tourism Related Business and Organization Coordination and Collaboration

- Completed Event Planning Toolkit project.
- Cedar Valley Hospitality Partners Meeting cancelled-COVID-19.
- Met with Grow Cedar Valley Affiliates.
- Met with Cedar Valley Arts Initiative.
- Cedar Falls Tourism & Visitors Bureau board meeting cancelled –COVID-19.
- Published Hospitality Highlights newsletter x5.
- Created a web page for hospitality business related COVID-19 resources and announcements.



#### **Asset Development**

 Met with representatives from North Cedar Neighborhood to develop promotional brochure.



#### **Group Tour Marketing**

None



#### Organization and Promotion of Tourism Related Events

- Deb Lewis, Bonita Cunningham and Kim Manning attended Iowa Tourism Conference in Des Moines.
- Met with Smith Travel Research representative.
- Attend Iowa's Competitive Dashboard presentation.
- Destination Development Webinar regarding COVID-19.
- Cedar Falls Tourism and Visitors Bureau Board meeting cancelled-COVID-19.
- Grow Cedar Valley Affiliates meeting regarding COVID-19.
- Iowa Destination Marketing Alliance meeting regarding COVID-19.
- Met with Cedar Basin Music Festival board.
- Cedar Falls Hotel Sales Team meeting.
- Maintained Cedar Valley 365 on-line calendar of events, rescheduling and cancelling events.



#### **Increase Community Support**

- Attended Iowa Tourism Legislative Showcase in Des Moines.
- Attended Gallery Talk at the Hearst Center.
- Organized Cedar Valley Tourism Awards nominations.
- Cedar Falls Rotary meeting x1.
- State Economic Development Authority call regarding COVID-19.

#### **COVID-19 Notations**

- Cancelled events are show in red in this report.
- Visitor Center and Office closed to the public beginning March 17
- Restaurants were ordered closed March 17
- We began working from home on March 26

#### **Administrative Activities**

- Staff evaluations
- Community Development staff meeting x6.
- Tourism staff meeting x3.
- Public Art committee meeting cancelled-COVUD-19
- Art and Culture board meeting, cancelled-COVIC-19
- Created new job classification for new full time staff person to assist with sales and marketing for meetings and events.
- Process bills and payroll x2.

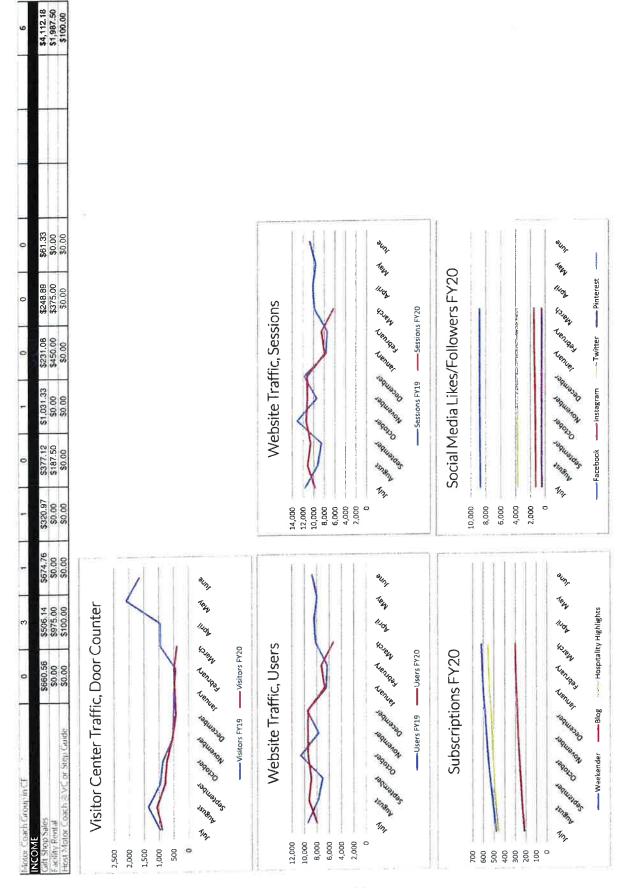
**Focus for April** 

- Seek City Council approval for new Sales and Marketing Coordinator position.
- Pivot messaging to include new accommodations for safe travel once we come through the pandemic. Will be prepared to ramp up digital marketing because return on investments to inspire travel will yield more immediate benefits than other economic development activities.

Respectfully Submitted,

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Maintent	July 2019 thru June 2020	July	August	September	October	November	December	January	February	March	April	May	June	Totals
Control   Cont	ACWAIL In Door Counter) FY20	893	1.071	799	737	548	433	466	501	396				5,844
DACOLITIS-Hericated   25	VC Walt. In (Door Counter) FY19	964	1,363	963	868	532	512	502	436	948	949	2.094	1,656	11,787
Part	Email/Website	24	27	16	18	18	16	15	27	21				182
The control of contr	USMail	-	0	0	0	0;	0 3	0	- 3	0				2 5
1	Phone House About 11 is 16 -66-1-1	150	146	123	66	114	19	116	113	6/1				1,101
Page	Friends / Family	2	8	9	5	0	5	0	0	-				27
Columbia Decision   Colu	Other (eg, mailinga, ads, web/FBook)	14	15	4	2	9	0	-	ო	0				45
Color   Colo	Signage	۵۵	42	12	10	4	7	s)	14	2				105
Maintaine Restriction   Section	Advertising	en (	0 (	m d	0	00	00	0	0 0	0				φ.
String Revial   Sig	Trade Consumer Show		0		0		0		0				-	
State   Stat	Attended a Meeting/Rental	28	112	58	61	68	40	84	73	18				572
10	Bureau Business	205	185	188	190	180	117	166	128	127				1,486
1	Graup Four Info	0	ćŋ:	e .	C)	0	8	2	-	0				<u>ಕ</u>
1	Hotel/Restaurant	က	o	0	2	7	0	-	4	2				₽ :
1	Relocation	51	0	00 0	4 %	9 +	N C	m (	N c	ov e				3 8
Section   Sect	School Project	0 •	D W	0.0	6,		5 0	o -	0	200				S C
Particular Restroom   Sat   7   211   255   211   1   3   3   9   9	Trail User	63	28	72	45	30	- 61	- (1)	o m	9 8				377
Sept   619   553   461   289   244   173   210   346	CNI	m	7	12	52	21	-	m	e	0				2
NA	VC Amenities including Restroom	594	619	553	461	289	244	173	210	346				3,489
September   Sept	ADVERTISING LEADS													I
Name	Iowa Travel Guide / Website	541	14	340	294	223	453	1,110	1,289	1,314				6,005
NA	ETTA Travel Guide	0	0 5	0	0 5	0	0 5	10	0 0	08				0
7	AgA Living	¥ 4	Z Z	Z Z	Z Z	Z Z	Z Z	AN	AN	e V				0 0
1,1   1,1   1,097   1,150   622   960   8,378   1,886   1,821   0   0     1,3   2,5   1,3   1,150   622   110   14   19   16   16   19   16     1,3   2,5   1,3   1,15   6,2   2,92   110   14   19   2,13   17   1     1,4	lews Tour Guide Group leads.	7	60	5		4	6	4	4	0				24
1,131   1,097   1,150   1,150   622   960   8,378   1,986   1,821   0 0 0 0     1,131   1,097   1,150   1,150   642   292   113   3,698   389   243   1,986   1,986   1,987     1,134   2,28   472   642   292   113   3,698   389   243   1,00     1,24   2,21   1,24   2,21   1,27   2,21   1,27   2,21   1,00     1,24   2,27   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,1154   9,287   3,901   9,423   9,448   6,794   7,314   8,236   6,341   8,236   1,17     1,1154   9,287   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,11550   3,115   3,10   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,11550   3,115   3,10   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,11550   3,115   3,10   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,11550   3,115   3,10   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,11550   3,115   3,10   3,10   3,10   3,10   3,10   3,10   3,10   3,10   3,10     1,11550   3,115   3,10   3	BROCHURE DISTRIBUTION													
13   25   13   11   2   10   14   19   16   19   10   10   10   10   10   10   10	Total Visitor Guide Dis ribution	126	1,131	1,097	1,150	622	096	8,378	1,986	1,821	0	0	0	18,066
319   379   378   472   592   473   3,1498   3599   3473   477   477   42   42   45   45   47   5,1498   5599   477   42   42   42   42   42   42   4	VG Mailed Out (Individual)	£ (3	25	13		2	0 :	44	19	910				123
11   14   2   10   5   6   4   25   11   2   2   2   2   2   2   2   2	VC Bulk Distribution (Non-Iveni)	606	3/8	4/2	S c	282	347	3,098	389	243				3 733
139   342   261   137   50   30   301   60   140   140     11,154   9,287   8,901   9,423   9,446   6,794   7,314   6,365   8,459   7,398   7,398     13,468   11,173   10,618   11,426   11,207   11,275   8,011   8,583   6,354   10,195   9,673     11,650   9,315   8,628   13,109   9,476   11,833   7,724   7,503   9,879   10,195   9,673     11,650   9,315   8,628   13,109   9,476   11,833   7,724   7,503   9,879   10,195   9,673     11,650   1,01618   11,107   11,275   11,833   7,724   7,503   9,879   10,195   9,673     11,650   1,01618   13,109   9,476   11,833   7,724   7,503   9,879   10,195   9,673     11,650   1,01618   13,109   9,476   11,833   7,724   7,503   9,879   10,195   9,673     11,650   1,01618   13,109   11,431   1,481   1,4	Reforation	. 15	45	2	o so	9	4	25	11	Ν.				156
139   342   510   273   282   188   503   121   106	Welcome Bags	0	124	261	197	20	30	301	09	140				1,163
11,154   9,287   8,901   9,423   9,448   6,794   7,314   5,365   8,595   7,994   7,077   10,612   7,731   9,552   6,519   6,341   8,229   8,459   7,998   7,998   11,207   1	Total Trail Guide Requests	139	342	510	273	282	138	503	121	106				2,414
1,134   3,450   4,142   1,14		144 454	2000	0000	0.400	0.446	0.440	2 704	7 244	236.3				77.40
11,650   9,315   8,628   13,109   9,476   11,833   7,724   7,503   9,879   10,185   9,673     Things to Do	. Surronna.	0.460	7,844	7.077	10,423	7 731	0 452	5.5.0	5.347	8 229	8 459	7 998	8 790	99 621
Things to Do   Thin	Sessions FY20 (including CV365)	13.768	11.173	10,618	11.426	11.207	11.275	8.011	8,583	6,354				92.415
Things to Do   Thin	Sessions FY19	11,650	9,315	8,628	13,109	9,476	11,833	7.724	7,503	9,879	10,185	9,673	10,721	119,696
Gloogle Facebook Fa	Page with Top Views	Things to Do	Номераде	Things to Do	Homepage									
Asebook   Facebook	Top Traffic Source	Google	Google	1 3	Google	Google	Google	Google	Google	Google				
weletter/ legistrom         481         505         529         551         568         584         601         613           Paveletter/ legistrom         216         235         249         263         273         283         291         300           Paveletter/ legistrom         456         479         493         567         517         526         521         300           Paveletter/ legistrom         8,757         8,809         8,825         8,841         8,840         8,841         8,860           1,324         1,355         1,376         1,401         1,441         1,481         1,525         1,567           3,750         3,758         3,783         3,791         3,801         3,810         3,810           5,12         5,1         5,2         5,28         5,28         5,29         5,31           14,0         7,0         160         158         190         67         2,26         87           14,0         7         0         0         0         0         0         0         0           14,0         1,0         2         4         20         4         7         0         2         89	SUBSCRIPTIONS	Facebook	Facebook		racebook	Facebook	raceobor	raceupuk	Lacebook	racepope				
Section   Sect	Weekender News (consumer newsletter)	481	505	529	551	268	584	601	613	621				
8,757 8,797 8,809 8,825 8,841 8,840 8,841 8,860 1,555 1,557 1,401 1,441 1,441 1,555 1,557 1,557 1,557 1,401 1,441 1,441 1,555 1,557	Weekender Blog	216	235	249	263	273	583	543	300	302				1
8,757 8,797 8,809 8,825 8,841 8,840 8,841 8,860 8,600 1,324 1,355 1,376 1,401 1,441 1,481 1,525 1,567 1,567 1,401 1,441 1,481 1,525 1,567 3,768 3,783 3,781 3,801 3,801 3,810 3,810 1,512 5,12 5,12 5,12 5,12 5,12 5,12 5,1	SOCIAL MEDIA FOLLOWERS	430	0/4	200	200		020	21.5	3	000				
aim         1,324         1,355         1,376         1,401         1,441         1,481         1,525         1,567           st         3,756         3,756         3,768         3,783         3,791         3,810         4,810         6,81         80	Facebook (Likes)	8,757	8,797	608'8	8,825	8,841	8,840	8,841	8,860	8,864				79,43
St. Total Systems         3,730	Instagram	1,324	1,355	1,376	1,401	1,441	1,481	1,525	1,567	1,592				13,06
STEARINYOINVAMENT	Description	3,750	3,738	3,768	3,783	3,791	3,801	3,810	3,810	533				34,086
Committee Hours         140         70         160         158         190         67         226         87           1, Intern Hours         192         78         0         0         0         0         0         0           Hours Visitor Center         89         108         88         82         101         71         79         80           Hours Special Event/Rays Station         20         4         20         4         7         30           sin Conference Room         1         6         0         0         2         2         2	VOIUNTEER INVOLVEMENT	210	200	020	020	0.00	0.00	0.00						
t. Intern Hours         192         78         0	Board / Committee Hours	140	0.2	160	158	190	29	526	87	42				1,140
Hours Special Event/Rags Station 20 4 20 4 7 0 7 30	Student / Intern Hours	192	78	0 8	0 8	0 3	0 ;	0 8	0 8	0 5				270
s in Conference Room 1 6 0 0 2 0 2 2	Envoy Hours Visitor Center Fryok Hours Special Event Rac Station	20 88	80 4	88	Z =	7		- 5	30	65				15.
3 in Conference Room 1 6 0 0 2 0 2	MISC.													
	Rentals in Conference Room	•	9	0	0	2	0	2	2	-				14



#### CEDAR FALLS CULTURAL PROGRAMS

Monthly Report I March 2020





#### **PUBLIC EVENTS/PROGRAMS @ The Hearst**

March 1: Steinway Piano Fundraiser

March 5: Artists' Talk with Randy Hemminghaus and Phillip Chen
March 7: Local Food and Film Festival in conjunction with UNI
March 8: Empty Bowls Workshop in conjunction with the Food Bank

March 12: More Music in Mae Latta live music concert with Paul Conditt

March 13: Art Day Away Camp

March 14: Lunchtime Concert with the UNI School of Music

Classes held in March: Hyper-realism in Charcoal, After-School Teen Art Club, Messy Mornings, Intermediate Wheel Throwing, Beginner Hand Building, one day of the scheduled Spring Break Camp.

#### PUBLIC EVENTS/PROGRAMS/CLASSES Canceled due to COVID 19 (March only):

March 17-20: Spring Break Camp

March 17: After-School Teen Art Club, Ukulele Club, and Drink and Draw Club

March 19: Thursday Painters, Seed Bead Weaving, Scene D Theater performance of "So I

Could Be Macbeth" and Free Creative Writing Workshop with the editors of The

North American Review

March 20: Northstar Community Services monthly workshop, Public Art Committee monthly

meetina

March 22: Up-cycled Vintage Window workshop

March 24: Fused Glass Jewelry workshop March 25: Art and Culture Board meeting

March 26: Thursday Painters, UNI Intro to Literature class tour, Final Thursday Readers

Series, Seed Bead Weaving, and Beginner Wheel Throwing

March 28: Figure Drawing

March 29: Intermediate Wheel Throwing

March 31: Fused Glass Jewelry, and Mindful Art Practices workshop

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

- Hosted/attended fundraiser concert for the Hearst Steinway D, in conjunction two musicians/educators from NAMTA (North American Music Teachers Association), raised just under \$4,000.00 including matching funds from Friends of the Hearst.
- Presented recommendation of Hearst Visioning Committee and Art & Culture Board to City Council at Committee of the Whole.
- Continued to revise/refine RFP for the Hearst Feasibility Study with Stephanie Sheetz.
- Coordinated with Visiting Artists and CF Schools for Spring classroom visits, matching artists and teachers.
- Provided guided tour/discussion of current exhibition "The Prints of William Kentridge and Phillip Chen" for UNI students.

- Hosted Randy Hemminghaus and Phillip Chen for evening artists talk at the Hearst, in conjunction with the exhibition.
- Worked with six Hearst staff on annual goals and accomplishments.
- Edited content for summer brochure with Abby Haigh.
- Met with instructor about suggested changes to scheduling system for classes/camps.
- Continued to lead the planning for the Cedar Valley Arts Summit, in conjunction with the Cedar Valley Arts Steering Committee; including planning all aspects of site rental, prekeynote activities and marketing.
- Collected and presented three applications for the UNI Alumni Studio at the Red House to the Art and Culture Board sub-committee for selection.
- Met with Joe Barber of Signs by Designs to review updated interior signage options.
- Met with Heidi Fuchtman of the Youth Art Team to discuss future projects.
- Worked with city staff to move three Hearst staff members to a work-from-home plan;
   worked will all Hearst staff members to create future work-plans.
- Coordinated new work assignments for instructors during Spring Break week; work assignments for two Hearst Assistants.
- Created system for staff check-ins and reporting of work completed or in-progress for staff that are working from home.
- Completed six staff annual reviews.
- Continued to field questions from partners regarding program dates, etc.; worked with staff to make plans for cancelations, postponements and rescheduled events, classes and public programs.
- Worked with curator Emily Drennan to redesign the annual exhibition schedule to accommodate agreements with artists, continue to honor agreements for future exhibitions, navigate getting/returning artworks, etc.
- Worked with Dan Perry of the Public Art Committee to further develop plans for new sculpture at City Hall in memory of Jon Crews.
- Continued to communicate with board/committees about updates from the Hearst.
- Worked with Abby Haigh to review and update web content.
- Participated in monthly CVASC (Cedar Valley Arts Steering Comm.) planning meeting.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings with Hearst staff liaisons.
- Prepared for and participated in: monthly Public Art Committee meeting, Friends of the Hearst board meeting and Art and Culture Board meeting.
- Worked with Senior Services Coord. to approve council bills, dailies, timesheets, etc.
- Led weekly staff meetings.

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

- Pulled reports and assisted Heather with budget amendments.
- Worked on estimating future expenditures with Abby.
- Matched up expenditures with revenues in the grants accounts.
- Canceled spring break registrations and put credits on account.
- Canceled other spring classes and processed credits and refunds.
- Went through MaxGalaxy classes and marked canceled classes canceled so they could no longer be registered for.
- Answered phone call questions about classes and cancelations.
- Answered membership and mailing questions from Friends board.

- Disinfected kitchen, mailroom and front desk multiple times.
- Gathered work files and supplies in preparation to work from home.
- Coordinated with Sheri over storage and organization of downstairs spaces.
- Made a plan with two options for long term secure storage of financial files.
- Collected and deposited cash from the donation box.
- Formatted, printed and mailed out thank you letters for annual campaign.
- Performed weekly office maintenance.
- Researched invoices, payments, accounts and products as requested by staff.
- Researched and reported information requested at the Friends meeting to board members.
- Prepared agenda and packets and attended board meeting of Friends Group.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

#### HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Proposition; Pressure; Proof IThe Prints of William Kentridge and Phillip Chen was on view in the galleries through the 15th.
- Prepare for and attend a gallery talk with artists Phillip Chen of Drake University and Randy Hemminghaus of Rutgers University; pick up Hemminghaus from the Waterloo Airport; assist with hosting his visit to Cedar Falls.
- Arrange lighting in the Dahl-Thomas Gallery for exhibitors with Local Food & Film.
- Work with artist Scott Robert Hudson to plan for an exhibition of a small series of works created through a residency at Effigy Mounds National Monument.
- Prepare meeting minutes for the Public Art Committee of the Cedar Falls Art and Culture Board for distribution; work with the committee chair.
- Work with the Marketing Assistant to prepare signage, postcards, labels, and other print pieces for upcoming exhibitions including 100 Days: Kate Brennan Hall, HARD WON – NOT DONE: ORIGINAL ILLUSTRATIONS BY GARY KELLEY, Effigy Mounds by Scott Robert Hudson, STONEHENGE SERIES BY KC FRANKS, and Marjorie Nuhn.
- Work with Senior Services Coordinator to gather information for the Cedar Falls Student Art Exhibition 2020 to create accurate labels for the gallery.
- Have works matted and Plexi-covered for an upcoming exhibition by a local framer; share cost with Veridian.
- Hang original work of art commissioned by Friends of the Hearst in the reception area.

- Communicate with Cedar Falls teachers on changing plans for the exhibition; continue to encourage submission of artwork; provide timing.
- Work with the Cultural Programs Supervisor and the Marketing Assistant to participate on a group mailer with area museums.
- Communicate with the Collections Committee of the Cedar Falls Art and Culture Board to discuss purchase of artwork for the permanent collection.
- Receive shipped work from artists for upcoming exhibitions.
- Communicate with family of KC Franks to arrange an exhibition of the late artist's work.
- Work with Veridian Credit Union to organize exhibition of works owned by them within the calendar series created by Gary Kelley.
- Communicate with contacts to relay closures, cancellations, and rescheduling.
- Work at the Hearst after hours to deinstall exhibitions including the safe removal of neodymium magnets adhered with archival document tissue, safe layering and boxing, removal of hardware, patching and sanding, and painting.
- Communicate with City to request working from home, gather materials and equipment, put together work plan, technology needs, and tasks for special purpose staff.
- March 13 last regular day at the Hearst.
- Continue to attend weekly staff meetings via Zoom, GoToMeeting.

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

- March 5, 2020 Randy Hemminghaus and Phillip Chen Gallery Talk, assisted with the sound set up for the gallery and coordinated volunteers.
- Coordinated all aspects of the Local Food and Fest, an annual collaboration with UNI.
- Coordinated additional March programs: Piano fundraiser, More Music in Mae Latta, lunchtime concert. Other March events were canceled.
- Attended meeting about grant writing with the community foundation.
- Attended follow up meeting with partners for Local Food and Film Fest.
- · Held Hearst photo club meeting.
- Met with Supervisor for annual review.
- Coordinated one rental in March.
- Worked with several community members and program partners to cancel rehearsals.
- Wrote one rental contract.
- Wrote one agreement for musician programming.
- Coordinated 19 volunteers help out for a total of 41.5 hours in March.
- Reviewed materials for upcoming events in April and beyond.
- Attended weekly staff meetings.
- Worked on Summer Brochure events, started looking toward Fall.
- Continued work on the 2020 Passport to the Arts Programming.
- Completed writing and budget for Humanities Iowa Grant for 2020 program.
- Worked with marketing coordinator about upcoming events.
- · Worked on goals for 2020.
- Attended an online webinar about audience engagement and COVID-19.
- Worked with supervisor to coordinate working from home beginning March 23.

#### **HIGHLIGHTS from Angle Hickok, Education Coordinator:**

 Continued to coordinate with the Cedar Falls Community Center to offer art programs off-site, growing our community engagement.

- Coordinated two birthdays; staffed, competed paper work, communicated with parents.
- Attended weekly staff meetings.
- Continued to communicate need for availability in spring to instructors of open shifts, outreach events.
- Continued to coordinate with Felicia Cass to provide correlating workshop with exhibition in May to enhance exhibition experience.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, birthday party activity planning, coordinating outreach C.A.F.E. programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling.
- Scheduled instructors for one North Star workshop.
- Finished Ed programming for summer brochure- partnered with Programs Coordinator to plan a summer program: Artisans in the Garden.
- Staffed Empty Bowls fundraiser for the Food Bank.
- Staffed Family Fun night for Aldrich Elementary- provided face painting.
- Attended and provided art activity for the Local Food & Film fest.
- Planned art activities and staffed for Art Day Away; registrations were FULL.
- Staffed spring break, communicated activity needs (supplies & lessons), planned all art activities for the week.
- Provided open communication with staff while I was out ill, amid the COVID-19 outbreak, to ensure ed programs (partial spring break camp) went as smooth as possible and staff were informed of their work hours and cancellations.
- Executed a four week work plan, along with transferring files, and gathering art materials, in the case I have to work from home.
- Communicated to upcoming birthday rentals, the potential for cancellations and refunds.
- Outreach: Community Center: 12 participants, Aldrich Family Fun Night: 60 participants

#### **HIGHLIGHTS from Abby Haigh, Marketing Assistant**

- Coordinated with city graphic designer on projects: Sturgis Falls Ads (Education and Public Art), Currents (May-June 2020), FB graphics, Summer 2020 brochure, 100 Days: Kate Brennan Hall exhibit – postcard, vinyl and pvc panels, Hard Won-Not Done exhibit – postcard, vinyl and pvc labels, CF Student Art – postcard and vinyl.
- Cedar Falls Student Art 2020 exhibit: took photos, created labels, created the virtual exhibition and uploaded to Hearst website.
- Coordinated Cedar Falls Student Art 2020 prints (in partnership with Leverage Printing) with patrons – sending additional information and creating order lists.
- Coordinated with Lamar Advertising rep on summer billboard availability.
- Continued to coordinate with Hearst Assistant on flyer/poster delivery.
- Signs by Designs: coordinated printing of vinyl for Hard Won-Not Done, 100 Days: Kate Brennan Hall and Cedar Falls Student Art 2020.
- Signs by Tomorrow coordinated the printing of pvc panels for Hard Won-Not Done and 100 Days: Kate Brennan Hall
- Took publicity photos at Local Food and Film Festival 3/7.
- Continued to coordinate/compile info from education, events, exhibitions and more for the summer 2020 brochure to send to graphic designer.
- Continued to coordinate all Hearst Center printing and design projects.
- Continued to update the new Hearst website, adding images, updates and posts.
- Continued to submit upcoming events/exhibitions/education for the 365 online calendars.

- Errands: Signs by Tomorrow pvc panel pickup, Signs by Designs vinyl pick up and city hall-mail pickup.
- Continued to fill in at the front desk for lunch breaks, absences and breaks.
- Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Mail Chimp: sent/added email subs for Spring Break and COVID-19 response
- E-News: 1, 115 subscribers, 1,227contacts
- Facebook Engagement: 32,890 views, Page Likes: 2,060
- Facebook Ad Reach: 1,709 (Food and Film Festival, Gallery Talk with Randy Hemminghaus and Phillip Chen)
- Facebook Followers: 2,139, Facebook Event Listings: 9
- Instagram Followers: 420
- Created content/graphics/posts for all social media.
- Facebook Ads 2 (Food and Film Festival and Gallery Talk)
- Print Ads –3 (Little Village Ad, Hard Won-Not Done exhibit, Hearst Online opportunities)

#### HIGHLIGHTS from Claire Timmerman, Ceramics Lab Technician

- Instructed: Adult Hand Building, Adult Wheel Throwing, one birthday party.
- Mixed and sieved 7 glazes.
- Mixed and sieved 5 Slips.
- Kiln firings (load, fire, unload): Glaze- 4 times, Bisque- 4 times.
- COVID-19: Coordinated with current and future participants about cancellations, sanitized entire studio, cleaned tools/equipment, Reorganized wheels/tables/equipment, mopped 7 times.
- Made 26 test tiles
- Bisque Mold Project: Made 8 plates, 2 bowls
- 1st Communion Plate Project: Made 40 plates for local church plate commission
- Independent Study Program: assisted participants with projects and questions, communicated workshop, class, and open schedules, updated policies
- Shelving Project: Oversaw installation of new shelving, cleaned out and reorganized lab to make room for shelves.
- Empty Bowls:Finished glazing all bowls for event.
- Fired and organized 3 Birthdays.
- Started reorganization of ceramic reading materials.

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor Hearst Center for the Arts

Hearst Center for the	Arts Act	vity Repor	E - Caltul	ai Divisio	16.120	1200 500	O- 7010	Oct. FY19	Nov. FY20	Nov. FY19	Dec. FY20	Dec. FY19	Jan. FY20	Jan. JY19	Feb. FY20	Feb. FY19	Mar. FY20	Mar, FY19
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## ENGINEERING DIVISION PROJECT MONTHLY REPORT - March 2020

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

## ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - March 2020

				Contractor/
Project Title	Description	Status	Budget	Developer
Autumn Ridge 8th Addition	New Subdivision	Approved	********	BNKD Inc. Shoff Engineering
Autumn Villages Phase II & III	New Subdivision	Approved	******	CGA
Gateway Business Park	New Subdivision	Approved	**********	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review		CGA
Greenhill Village Estates	New Subdivision	Under Review		Nelson Contruction & Development
McMahill Plat	New Subdivision	Final Out Remains		Cedar Falls Schools Hall and Hall
Panther West II - 1st Addtion	New Subdivision	Preliminary Plat		CGA
Park Ridge Estates	New Subdivision	Approved		Brian Wingert CGA
Pheasent Hollow 7th Addtion	New Subdivision	Under Review	120000000	CGA
Prairie Winds 4th Addition	New Subdivision	Final Out Remains		Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Construction Underway	(20000000000000000000000000000000000000	Dhan Wingert
River Place Addition	New Subdivision	Construction Underway		Kittrell/AECOM
Sands Addition	New Subdivision	Approved		Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Construction Underway	**********	Skogman/CGA
Aldous West Compus	New Subdivision	Construction Underway		New Aldaya/Fehr Graham

### ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - March 2020

	CONTRICTORE CONST				
Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
422 Main St Driveway Relocation	422 Main St	Approved		Fehr Graham Engineering	Completed
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Approved	Punch List Remains	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved		Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Ashley Furniture	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
Bethany Bible Church	9305 University Avenue	Approved	7100000	Magee Construction Company	Completed
Brookside Veterinary Hospital		Approved	Approved	Fehr Graham Engineering	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Peters Construction	Completed
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B				Completed, Final
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	***************************************	Koch Construction	stabilization in
Cedar Valley Veterinary Clinic	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved		City of Cedar Falls	?
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Active
City of Cedar Falls	3626 W. 12th Street	Approved		Peters Construction	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	***************************************	Peters Construction	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	***************************************	Punch List Remains	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store		Approved	Approved	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanual Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
JC Enterprises Building Addition	1910 Center Street	Approved		JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved		JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction	Approved	John Deere/Bolten Menk	Active
Kohl's Parking Lot	5911 University Ave. Suite	Approved	***************************************	Kimley Horn & Associates, Inc.	Completed
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
North Elementary School	2419 Fern Avenue	Approved	*************	Cardinal Construction	Active

## ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - March 2020

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

# DEPARTMENT OF PUBLIC WORKS OPERATIONS & MAINTENANCE DIVISION PARKS/CEMETERY/GOLF SECTION MONTHLY REPORT FOR March 2020

#### PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking duties.
- Re-furbished eternal flame sculpture to be re-installed at Vets Park.
- Removed bench on the Parkade that was damaged by a vehicle.
- Fixed the changing table that was vandalized at Place to Play Park.
- Repaired the basketball holder that was vandalized at Place to Play Park.
- Adjusted the tennis court nets and cleaned leaves at Peet Jr High.
- Adjusted the wind screen nets at Orchard Hill Park pickle ball court,
- Re-furbished 2 benches from Big Woods Park and re-installed.
- Delivered 2 loads of mulch to Big Woods Disc Golf for volunteers to disburse.
- Picked up trash and debris on University Ave ROW and roundabouts.
- Removed tree stakes and tree wrap from trees planted on University Avenue for all phases.
- Filled pot holes in Washington Park.
- Cleaned up leaves at City Hall in front of entrance doors.
- Locked up Place to Play Park due to COVID-19.
- Fix the dock at Big Woods South due to vehicle damage.
- Installed COVID-19 signs around playgrounds at city parks to limit no more than groups of 10 people.
- Fixed the chain link gate at Paw Park.
- Performed routine rec trail sweeping and cleaning of debris.
- Began development of a tree nursery at the Public Works Facility.
- Picked up debris, trash, and down limbs on mowing routes and buy out lots.
- Performed stump grinding from ash tree removals on city ROW and Pheasant Ridge Golf Course

#### **ARBORIST**

- 18 Ash trees removed from the ROW throughout the City
- 22 Ash Tree removals on Pheasant Ridge Golf Course.
- Removed 42 trees for the 12 & Walnut reconstruction project.
- Performed routine trimming and hanger removal in 66 locations

#### **CEMETERY**

- Serviced mowers and equipment.
- Performed deep cleaning of shop and equipment.
- Trimmed trees at all three cemeteries for mower clearance.
- Added top soil to graves as a result of winter settling.

## DEPARTMENT OF PUBLIC WORKS CEMETERY SECTION MONTHLY REPORT

FOR THE MONTH OF:	March	Year_	2020
Interments:			
	Greenwood		4
	Fairview	-	2
	Hillside		
Disinterment: Spaces Sold:			
•	Greenwood		4
	Fairview		
	Hillside	V	
Services:			
	Cremations	9-	1_
	Saturday	6	<b>H</b> (
	Less than 8 hrs. notice	ō <del></del>	
	After 3:00p.m.	8	
Receipts:			
Prepetual Care	Greenwood	_\$	640.00
	Fairview	-	
	Hillside	_\$	-
	Burial Permits	_\$	4,525.00
	Lot Sales	\$	2,560.00
	Marker permits	\$	
	Deed Transfers	_\$	=
Total Receipts:		3	7,725.00

## DEPARTMENT OF PUBLIC WORKS OPERATIONS & MAINTENANCE DIVISION REFUSE SECTION MONTHLY REPORT FOR MARCH 2020

#### RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 593.65 tons of solid waste during the month of March. The 123 loads required 334.50 man-hours to complete, equating to 1.77 tons per man-hour. The automated units used 1,302.16 gallons of low sulfur diesel fuel during the month.

#### PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 1.46 tons of solid waste during the month. The 5 loads required 40.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 27.62 gallons of low sulfur diesel fuel during the month.

#### CONTAINER ROUTE

The container route crew collected Twenty-one (21) loads of refuse for the month. The containers totaled 27.74 tons and required 109.00 man-hours to complete. This operation yielded 0.25 tons per man-hour. The semi-automated collection totaled 16.42 tons and required 58.00 man-hours to complete. This operation yielded 0.28 tons per man-hour.

The total number of March container dumps was 656. Seventeen percent (17.53%) or 115 of these dumps, were for non-revenue bearing accounts.

The container route truck used 261.47 gallons of low sulfur diesel fuel during the month.

#### LARGE ITEM COLLECTION

Refuse personnel made 99 large item stops during the month and collected 6.42 tons. This required 36.00 man-hours to complete and equates to 0.18 tons per man-hour. Twenty-seven (27) Appliances and Eleven (11) Televisions were collected this month.

#### RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 14.47 tons of yard waste curbside this month. The 14 loads required 51.00 man-hours to complete, equating to 0.31 tons per man-hour.

There are currently 7,891 yard waste accounts throughout the city.

248 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 176.39 gallons of low sulfur diesel fuel during the month.

#### TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 68 loads of solid waste to the Black Hawk County Landfill totaling 970.60 tons.

The Transfer Station accepted 324.86 tons of commercial and residential solid waste this month.

225 appliances, 141 tires, 149 television sets, and 65 computer monitors were received at the Transfer Station for the month.

Five (5) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 411.80 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 1.52 tons of commercial and residential yard waste this month.

Refuse crews hauled 14.47 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	2.65 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	18.12 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	52.71 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	21.73 tons
Phone Books	
Books/Flyers	
Office Paper	5.41 tons
Plastic Bags	0.67 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	21.89 tons
E-Waste	5.83 tons
Glass	66.72 tons
Scrap Metal	22.36 tons
Shingles	0.00 tons
Tires	3.07 tons

Revenue generated by the Recycling Center for March was \$1,255.90.

<u>UNI RECYCLING SUBSTATION</u>
The UNI Recycling Substation received the following quantities of recyclables for the month of March.

Plastics #1-7	4.31 tons
Cardboard	12.79 tons
Newspaper	5.79 tons
Tin	1.27 tons
Glass	2.79 tons
Plastic Bags	0.81 tons
Office Paper	1.12 tons
Styrofoam	0.38 tons
Total	29.26 tons

FAREWAY RECYCLING SUBSTATION
The Fareway Recycling Substation received the following quantities of recyclables for the month of March.

Plastic #1-7	6.94 tons
Cardboard	16.15 tons
Newspaper	8.02 tons
Tin	0.84 tons
Glass	1.78 tons
Total	33.73 tons

<u>GREENHILL VILLAGE RECYCLING SUBSTATION</u>
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of March.

Plastic #1-7:	3.29 tons
Cardboard	17.66 tons
Newspaper	4.62 tons
Office Paper	0.35 tons
Plastic Bags	0.00 tons
Tin	0.33 tons
Glass	2.23 tons
Styrofoam	0.16 tons
Total	28.64 tons

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

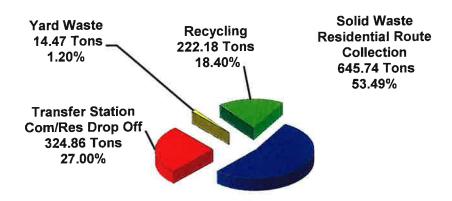
2.37 tons
5.87 tons
2.32 tons
0.73 tons
0.00 tons
0.41 tons
1.91 tons
0.21 tons
13.82 tons

#### **MONTHLY TOTALS**

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,207.25 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of March 2020 for the City of Cedar Falls.

March 2020
Total MSW Collected - 1,207.25 Tons



#### MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

# DEPARTMENT OF PUBLIC WORKS OPERATION & MAINTENANCE DIVISION STREET SECTION MONTHLY REPORT FOR MARCH

#### COMPOST FACILITY

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

#### **CEDAR RIVER**

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Warning signage was placed as needed based on rising river levels.

#### **OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removals and stump removals from right of way trees, and the Pheasant Ridge Golf Course.
- Cross trained a new employee into the refuse section to help when they are in need.
- Assisted the Engineering Division by unloading and inventorying all the clay pavers as they were delivered for the Parkade Streetscape Project.

#### STREET & ALLEY MAINTENANCE

- Potholes were filled with asphalt cold mix.
- Cleaned rock and debris off multiple medians.
- Alleys were graded and rock was applied as needed after the winter season.
- Streets were swept on a routine basis throughout the month. Two sweepers were utilized, one sweeping core residential streets and the other assigned to arterial streets.
- Began yearly crack routing operations starting on asphalt streets. Cracks are routed (widened) to allow for a sealant to be applied at a later date.
- Began grinding frost heaves off street joints. Locations include 5<sup>th</sup> St. between Main St and State St., 4<sup>th</sup> St and Main St near the crosswalk, 2<sup>nd</sup> St from Franklin St. to Clay St., and Lincoln St. from N. Main St. to Leversee Rd.

#### SEWER

- Catch basin intakes were cleared of leaves and debris to allow rain water to flow unrestricted to prevent ponding on the road.
- Catch basin interiors were cleaned with our Hydro-Vac and visually inspected to determine the condition they were in. Catch basins conditions were recorded for monitoring or replacement using our GIS system.

#### **ICE & SNOW CONTROL**

- Received and stock piled 200 tons of road salt, which fulfilled the annual contracted amount.
- Fixed or replaced mailboxes that were damaged during snow plow operations.
- Snow fence was taken down from the winter locations and put into storage.
- Removed sand barrels from the winter locations and put them into storage.

#### **MISCELLANEOUS TASKS**

- Cleared brush and debris from multiple locations by hand to improve site distance.
- Removed beaver dams in multiple locations along dry run creek to improve flow resulting in water backing up onto private properties.
- Began reshaping the creek at Greenhill Road and Highway 58 to improve creek flow into the drain structure.
- Cleared brush and debris from multiple locations along dry run creeks by hand to improve flow and bank stabilization.

# PUBLIC WORKS DEPARTMENT OPERATIONS AND MAINTENANCE DIVISION TRAFFIC OPERATIONS SECTION MONTHLY REPORT FOR MARCH 2020

- 88 traffic control signs were repaired.
- Made 77 labels for various applications.
- Fabricated 48 signs for various applications.
- Traffic operations completed 14 One Call utility locates.
- Completed 25 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 8 minor projects.
- Responded to 6 signal in flash calls. Repairs were made and returned to normal operation.
- Assisted CFU with a power shutdown at the intersection of 1<sup>st</sup> and Hudson Rd.
- After numerous faults, it was found that an underground wire went bad at the intersection of Prairie Parkway and Greenhill Rd. A new wire was pulled and the intersection is back to normal operation.
- Removed temporary holiday receptacles from the downtown area.
- Traffic personnel fabricated and installed 22 missing street name signs throughout town.
- Installed 30 custom labels for the pay station parking signs.
- Removed the old lighting under the transfer station recycling canopy. Installed new LED lighting, ran new conduit, and pulled new wire.
- Installed a new vehicle detection camera at the intersection of Erik Rd and Hudson Rd.
- Began annual traffic signal maintenance. The following is done at each signalized intersection throughout town:
  - Replace conflict monitor/MMU with a bench tested unit.
  - o Change cabinet filter, dust and clean cabinet.
  - Test all pedestrian push buttons
  - Measure all pedestrian crosswalks to insure MUTCD timings are up to date.
  - Visually inspect all signal components.
- Attended a Storm Water training class.

# DEPARTMENT OF PUBLIC WORKS OPERATIONS & MAINTENANCE DIVISION FLEET MAINTENANCE SECTION MONTHLY REPORT FOR MARCH 2020

The Fleet Maintenance Section processed 119 work orders during the month of March 4 of them were either sent out or done by staff from other sections.

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

6,057,446 Gallons of Ethanol

5,863.674 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of March was 11,921.12 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.

#### **Public Works Administration**

046: Replaced right rear abs sensor.

#### **Street Section**

- 233: Started new truck install with radio and AVL wiring.
- 247: Replaced front leaf springs and rear brake drums and shoes.
- 281: Replaced starter.
- 284: Replaced ignitor in product heat element.
- 293: Installed AVL and new side brooms.
- 297: Replaced vacuum impeller, impeller bearings and drive belt.

#### **Refuse Section**

- 300: Mowing equipment serviced and minor repairs completed.
- 320: Replaced rear leaf springs and installed AVL.
- 321: Installed AVL.
- 322: Replaced water pump and inside driver side door handle.
- 334: Replaced starter.
- 341: Replaced gripper arm bearings.
- 344: Installed yard waste tracking system.
- 345: New tires were installed and we replaced tailgate module under warranty.

#### **Water Reclamation**

- 401: Replaced exhaust from catalytic converter back, O2 sensor and abs sensor.
- 402: Replaced worn door lock actuator, brake line and serviced.
- 441: Replaced dead generator battery.
- 490: Replaced broken rocker arms and completed an overhead valve adjustment.

#### Parks/Cemetery/Rec Section

- 2108: Replaced right rear wheel cylinder and broken brake line.
- 211705: Replaced drive motor on grinder head.
- 2126: Replaced front brakes, rear drums and shoes and blead brake system.
- 2197: Replaced all cutter holders and teeth for the grinder head.
- 2331: Replaced shifter tube and shift cable.
- 2367: Replaced engine piston rings, piston and honed engine.
- 2400: Replaced axle seals in ball field groomer.

#### **Fire Division**

- FD502: Replaced damaged side step, grab handle and flushed transmission.
- FD503: Repaired charge air tube and serviced truck.
- FD563: Replaced rusted exhaust and inspected fuel pickup screen for blockage.

#### **Police Division**

- PD12: Replaced faulty purge valve.
- PD13: Replaced tires, lower control arms and alternator.
- PD15: Replaced transmission, tie rod ends, ball joints, and front brakes.
- PD16: Replaced front brakes and engine mount.
- PD22: Replaced all tires.

#### **Inspection Services**

516: Replaced front and rear brakes, upper and lower ball joints, rear axle shaft seal, front axle shaft, front axle seal and serviced truck.

#### **Administrative Services**

AD07: replaced front and rear brakes.

# PUBLIC WORKS DEPARTMENT OPERATIONS AND MAINTENANCE DIVISION PUBLIC BUILDINGS MONTHLY REPORT FOR MARCH 2020

#### 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.
- Delivered janitorial supplies.
- Replaced drinking fountain water filter.
- Replaced electronic lock on north entry.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Set up sanitizing areas in building.
- Stocked supplies to ensure paper and disinfection products did not run low as supplier was limiting quantities sold.
- Provided PPE for Building Inspection Services.

#### COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Adjusted occupancy settings on building control system to save energy during closure.

#### HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Installed shelving in Ceramics Lab.

#### **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 and adjusted occupancy settings to save energy during closure.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Repaired several loose stair treads.
- Woodman controls completed PM's on building control system.

#### PHEASANT RIDGE

- Women's toilet flange and seal was repaired.
- Made repair to condensate drain line.
- Replaced water filter.

#### **PUBLIC SAFETY**

- 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.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Set up sanitizing areas in building.
- Stocked supplies to ensure paper and disinfectants products did not run low as supplier was limiting quantities sold.
- Finished caulking saw joints in basement floor.
- Worked with contractor to update firmware on lighting controllers in each office.
- Repaired faucet.
- Provided disinfectant and sprayers for large volume apparatus cleaning.
- Ran cabling and placed cable runs through exterior wall and worked with IT to install three cameras on exterior of building at 18<sup>th</sup> & Main.

#### **PUBLIC WORKS**

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems..
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Polished concrete floors.
- Troubleshot lighting controller causing lights to flash and replaced power module.
- Replaced power packs in several lighting banks in vehicle storage causing lights to stay on.
- Set up temp spot cooler in IT room until repairs could be made to heat pump.
- Cleaned and scrubbed mop sinks.
- Replaced fan on hanging furnace.

#### RECREATION CENTER

- · Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules. Made adjustments to settings to save energy due to closure
- Replaced bad light bulbs and ballasts.
- Met with contractor to replaced cracked floor tile.
- Received and approved bid from painting contractor for the painting of interior doors and handrail as well as exterior wall repair and painting.
- Supplied staff with man lift and supplies to complete high dusting in gyms.
- Installed handrails in women's steam room.
- Replaced light in sauna.
- Replaced three door closers on steam room doors.
- Researched which electrical circuits can be used for locker room remodel at the request of Modus Engineering. Recorded amp loads for each lighting circuit relays.

### **VISITORS CENTER**

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- 7 new windows that are under warranty replacement were stained to match existing.

## COMMUNITY DEVELOPMENT WATER RECLAMATION FACILITY

### **MONTHLY REPORT - MARCH 2020**

### **PLANT OPERATIONS**

Overall plant performance was very good for March. All permit limits were met.

Our permit requires disinfection of our effluent to occur from March 15<sup>th</sup> through November 15<sup>th</sup>. The ultraviolet disinfection system was fully functional on the 2<sup>nd</sup>. The system was run intermittently throughout the winter as maintenance was performed. The system is operational and performing well. Grabs were taken per permit requirements with the geometric mean result being 18.7 MPN, well below the limit of 126.

### **PROJECTS**

Our slip-lining contract was working to grout service lines in March. This process seals up connections to the City main to help reduce infiltration of clean water into the sanitary sewer system.

### SOLIDS DISPOSAL AND RECYCLING

Due to wet field conditions only 57,000 gallons of liquid biosolids were applied to our farmland in March. There were 155,600 gallons were processed through our belt filter press in March.

Crews hauled 11.5 tons of gritty, inorganic solids to the landfill.

### SANITARY AND STORM SEWER CALLS AND SERVICE

There were eight sewer calls for service from the public, none involved issues with the city main. There were two after-hours alarm calls for lift station problems, both of which were resolved quickly.

Crews cleaned 20,000 feet (3.83 miles) of sanitary sewer lines and televised another 3100 feet (0.6 miles).

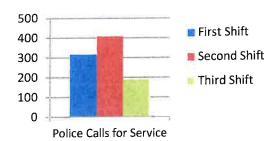
### TRAINING AND PERSONNEL ISSUES

Several staff attended conferences in March. Much of our staff are required to maintain licensing form IDNR and the conferences offer needed educational units for license renewal.

# DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT MARCH 2020

### **CEDAR FALLS POLICE**

CEDAN FALLS FOL	IOL		
Police Statistics	First Shift	Second Shift	Third Shift
Calls for Service	317	409	191
Traffic Stops	111	93	151
Arrests	14	24	27
Accidents	27	29	5



### FIRST SHIFT - Captain Michael E. Hayes

- Officers were dispatched to 2235 Lincoln Street on the report that there was a Wanted Subject at the residence. According to the Reporting Party the Wanted Subject was staying with her grandfather. Contact was made and she was arrested for the Warrants of four counts Failure To Appear.
- Officer made contact with two Suspicious Subjects at the Rec Center. They advised the Officer that they
  were selling items on the internet and did not want people coming to their house to pick-up the items.
   Officer contacted Rec Center and they requested that the two individuals be Banned from the property.
   They were Advised.
- Officer arrested a male for an Assault that occurred in the Downtown area.
- Officer was dispatched to the hospital for a Sex Assault victim. The victim became somewhat uncooperative. She was provided with a case number and told to contact Officers if she wished to make a statement. The Kit was placed into evidence and a report was initiated.
- Kohl's reported a Shoplifter that was walking away from Loss Prevention. The subject was located and arrested for Theft 3rd due to prior convictions.
- Several Public Safety Officers came in on a call-back for a Roll-Over Accident.
- Officers received information that a Wanted Subject was at her residence. The Warrants were for Failure To Appear, with a No Bond Hold. Officers did make contact with the subject; she was arrested, and taken to the County Jail.
- Lieutenant Schreiber conducted training in the use of the Taser.
- Lieutenant Heuer assisted in the instruction of CPR Training.
- Lieutenant Heuer attended a county wide Criminal Justice Information Services software meeting.
- Officers received information from a source that a subject, who was Wanted for Failure To Appear in court, was driving in the area of Cedar Heights Drive. Officers did find the car and made a Traffic Stop. The subject was arrested on the Warrant and also arrested for a Violation of a No Contact Order (was in a vehicle with a female that he was not to have contact with).
- Officer arrested a subject on an Arrest Warrant for Failure To Appear, Operating While Intoxicated. The Warrant was from a Cedar Falls incident.
- Officer assisted Third Shift in the arrest of a subject for Interference and Public Intoxication. The person was arrested by Third Shift Officer, but said he had a medical problem. After being cleared by the Emergency Room he was transported to the County Jail.
- Officer assisted Third Shift with an arrest of a juvenile for Possession of Marijuana.
- Officers were dispatched to 4117 University Avenue on a Welfare Check of 29 year-old female. The Reporting Party advised that they were not able to get a hold of her. Officers found the female deceased. An autopsy has been ordered, but the death does not look suspicious (has had several medical issues throughout her life).
- Officers monitored the areas that commonly flood and put up signage at Center Street and Cottage Row Road at the end of shift, but it was not necessary anywhere else.
- Lieutenant Heuer proctored physical fitness testing for a Public Safety Officer applicant.
- Officer arrested two subjects from an incident that occurred on 02/24/20 in which a flare gun was shot at a house causing damage. The two were arrested on the following charges: Reckless Use of a Fire / Explosive, Criminal Mischief in the Third Degree, Criminal Mischief Fifth and Fifth Degree Theft. The

Theft charge stems from a Theft that had occurred at Walmart, in which a flare gun was stolen. Bot arrestees were taken to the Black Hawk County Jail for booking.

Item 13.

- Officer was dispatched to a local business on the report that the subject was Trespassing. Contact was
  made and the Officer found that the subject had been banned from the business for stealing. Officer went
  to the suspect's residence and he was issued a citation for Trespassing.
- Officers were dispatched to 4711 University Avenue on the report of a male threatening a female. During the investigation, a small amount of Methamphetamine and paraphernalia was found on the male. He also had two Outside Arrest Warrants. The female advised that the two did have a fight and during the fight he said that he was going to kill her and was acting in a threatening manner. The male was taken into custody for the Warrants, the Methamphetamine and the paraphernalia. The female did give a statement and he was additionally charged with Simple Domestic Assault.
- Officer took a juvenile into custody for Possession of Marijuana. He was transported to the County Jail for booking and released to his parents. The charge is from an incident Officer / Public Safety Officer Russell investigated on 03/07/20.
- Officers / Public Safety Officers assisted Fire at 124 North College Street on the report of an appliance fire.
- Officers / Public Safety Officers assisted Fire department on a natural gas leak at 1918 Cottage Row Road. They did not need to suit up.
- Officers were dispatched to 2216 Lincoln Street on the report of a Fight between two females and a male fighting. Further information obtained was that the male had Warrants. Officers made contact with all involved parties. The male did have an Arrest Warrant for Second Degree Theft. The Fight was settled and the male was arrested for the Warrant and transported to the Jail.

### SECOND SHIFT - Captain Jeff Harrenstein

- Officers were dispatched to the report of a Theft from Goodwill. Officers learned a female filled her empty purse with items and left before they arrived at the store. Employees were able to identify the suspect. The investigation continues.
- Officers located a Wanted Subject in the area of 3004 West 4th Street. The female was Wanted for a Probation Violation in reference to an Assault.
- An Officer Stopped in the area of Highway 58 / Waterloo Road, to check on a vehicle that was broken down in the roadway. After further investigation, the Officer learned that the driver of the vehicle was Barred. He was arrested and charged with Driving While Barred.
- Officers were dispatched to the report of three females that had taken cosmetics at Target. Upon arrival, Officers learned that the females were juveniles. All three were charged with Theft 5th.
- Officers were dispatched to the report of a possible Operating While Intoxicated. Officers advised that the
  driver of a vehicle on Highway 58 was hitting curbs and ran a stop sign. They were also advised the
  vehicle may have hit a car on Greenhill Road. The vehicle was Stopped at the Kwik Star on Nordic Drive.
  A female driver was charged with Operating While Intoxicated.
- Officers were dispatched to the report of an Assault at the McDonald's on Brandilynn Boulevard. Upon arrival, Officers learned that a subject in the drive-thru Assaulted an employee and tried to pull her through the window. The investigation is on-going.
- Officers were dispatched to the report of an Accident at Hudson Road / Ridgeway Avenue. Upon arrival,
  Officers learned that a vehicle on Ridgeway Avenue pulled out in front of a vehicle that was Southbound
  on Hudson Road. One driver was taken to the hospital for evaluation; the other was arrested for
  Operating While Intoxicated 1st Offense.
- Officers were dispatched to the report of an Accident on the exit ramp from Northbound Highway 218 to Lone Tree Road. Officers were initially advised that the vehicle had rolled several times, and that it had been swerving prior to the Accident. Two occupants were taken to the hospital for injuries. A Search Warrant was executed on the driver, for a possible Operating While Intoxicated. The investigation continues.
- Officers assisted the Fire Public Safety Officers with a pole and field fire near 700 West Ridgeway Avenue.
- Officers responded to Walmart for an Assault in progress call. Officers arrived on scene and determined that mentally challenged subject had assaulted a staff member from her group home. No injuries were reported and the subject was taken to the hospital after making suicidal statements.

- Officers responded to the area of the 700 block of College Street after a report was received of a masubject running down the street and removing his clothes. When Officers found the subject, he was completely naked and found to be in need of psychological services. The subject was also Wanted on Outstanding Arrest Warrants. The subject was taken to the hospital, where he would be arrested upon his release.
- Officers to an Assault report at The Other Place on University Avenue. Officers determined that staff at The Other Place had kicked a subject out of the business who then returned and assaulted an employee.
- Officers took a report of a Theft from Camping World. It was reported that a customer hooked up a camper in for repairs and left the area without paying. Officers eventually learned many omitted details and will likely determine that the incident is a civil matter.
- Officers assisted Fire with a brush fire near 1st Street and Union Road. The fire was contained to the ditch and Officers assisted with traffic.
- Officers took a report of a Sex Offense that occurred at North Cedar School. Reporting Party advised that one or more students were inappropriately touched by a former school employee. Follow-up was made with the school and parents. Investigation continues.
- Officers conducted a Traffic Stop near Chancellor Drive and Viking Road. Two occupants in the vehicle were found to be in possession of a large amount of drug paraphernalia, Marijuana and alcohol. Two subjects were taken to the Police Department where they were charged with various offenses.
- Officers responded to Kohl's for a female Shoplifter. Officers determined that the subject had two young children with her and released her from the scene. Arrangements were made for the subject to turn herself in at a later date.
- Officers assisted the lowa State Patrol with a Traffic Stop at 2nd and Franklin Streets. Subsequent investigation led to drug and driving related charges, filed by Iowa State Patrol.
- Officers were dispatched to Target for a Shoplifting in progress. Officers were advised that a suspect attempted to steal several electronics items and then scuffled with Loss Prevention when approached.
   The suspect left the area before Officer's arrival. Investigation continues.
- Officers responded to the Dollar General on Center Street for a Theft in progress. Officers were advised that a male subject stole a number of items and left the store before Officer's arrival. Investigation continues.
- Officers responded to the area of 700 West Ridgeway Avenue on a report of two juvenile Runaways.
   While checking the area for the two, Officers discovered a number of stolen items from Fleet Farm that the juveniles had stolen. The juveniles later returned home and Theft charges are pending.
- Officers responded to the area of the 2400 block of West 4th Street after reports were received of a male standing in the roadway threatening kids in the area. Contact was made with the subject, who was found to be intoxicated. The subject resisted Officers and was charged with Public Intoxication, Interference and Disorderly Conduct.
- Officers arrested a subject on a Warrant for Assault. The Assault stemmed from a previously investigated incident at The Other Place on University Avenue.
- Officers charged a juvenile female with Theft at Kohls. The juvenile was released to a parent.
- Officers responded to Opal Lane on the report of a Fight. Officers determined that one subject had been hit in the head with a large pipe wrench, resulting in serious injury. The suspect fled the scene and Felony Warrants have since been issued. During the course of the initial investigation, a second subject was arrested and charged with various drug offenses.
- Officers took a report of a Stolen Trailer that contained two snowmobiles. The Theft occurred at 7504 University Avenue and suspect(s) were seen from Dan Deery Toyota hooking up to the trailer and pulling it from the lot where it was parked.
- Officers responded to a Weapons Violation in the 1700 block of West 18th Street. Officers were advised that a woman pointed a handgun at a number of subjects in the area. Officers identified a suspect quickly and arrested an adult female for four counts of Assault with a Deadly Weapon and Carrying Weapons. Officers seized a handgun from the suspect.
- Officers responded to a Disorderly Call at 2308 Center Street. Investigation determined no physical altercation occurred and they voluntarily separated for the day.
- Officer took a report of a Garage Burglary on College Street. Investigation continues.
- Officers responded to Walmart for a Shoplifter in custody. An adult female was arrested for Theft 5th.

 Officers arrested a subject on a Warrant for another agency during a Traffic Stop in the 2200 block of Center Street. One adult female was arrested.

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- Follow-up investigation into a previous incident led to the arrest of an adult male for Theft 1st and Criminal Mischief.
- Officer took a report of a Motor Vehicle Burglary at 3319 Veralta Drive. Investigation continues.
- Officers responded to a report of two juvenile female Runaways from 700 West Ridgeway Avenue. Shift Officers spent several hours and both subjects were located and returned to their homes.
- Officers made a Warrant attempt on West 18th Street and located a female adult and arrested her for another agency. She was transported to Black Hawk County Jail.
- Officer followed-up and took a report of two Vehicle Burglaries that were reported on the new online reporting system.
- Officers responded to a Shoplifter at Walmart and the subsequent investigation led to the arrest of an adult female for Theft 5th and Possession of Marijuana.
- Officers responded to a deceased call. Subject had extensive health issues and was under a doctor's care.
- Officer took a report of an Attempted Burglary to the residence on Clay Street. No entry was gained, but there was significant damage. Investigation continues.
- Officers responded to a report of a gun being displayed at the Skate Park. A description and plate number was provided by a witness and Officers from Waterloo Police Department and Black Hawk County Sheriff Office located and Stopped the vehicle at Highway 218 / Shaulis Road. Subsequent investigation led to the arrest of one adult male and he was charged with two counts of Simple Assault and two counts of Harassment 1st.

### THIRD SHIFT - Captain Mark Howard

- Officers called to the Music Station for a report of a Male / Female Fight in the parking lot. Officers found the subjects a short distance away. Both said it was just a verbal argument over a vehicle. Both went separate ways.
- Officers called to assist a male having a seizure on the sidewalk near Seerley Boulevard and Clay Street.
- Officers called to the area of 19th and Walnut Streets for a report of Shots Fired. Officers determined it was fireworks. Officers are doing follow-up for possible charges.
- Officers called to a house on Adams Street for a report of a female wanting a male removed. The female was extremely intoxicated and claimed she was assaulted. She later changed her story. She went to the hospital and the doctors confirmed her injuries were consistent with what the boyfriend said happened. The female fell in the Panther Lounge parking lot several times while attempting to walk home.
- Officers called to Cedar Heights Elementary School for a report of a possible Vandalism to a door. It is unknown when or what happened. Will follow-up with the school during school hours.
- Officers were called to 1719 West 18th Street for a Suspicious Male. Officers were unable to locate the subject.
- Officers were called to Planned Parenthood for an Alarm. It was a False Alarm.
- Officers were called to Jennings Drive and South Main Street for a deer in the roadway.
- Officers were called to Southdale Elementary School for a Suspicious Subject. He was with the cleaning crew.
- Officers called to 1921 West 18th Street for a Suspicious Subject going through the dumpster. He was warned.
- A subject came into the Police Department and turned themselves in to an Officer for a previous incident.
- Officers were called to the Pump Haus Pub and Grill for a Disorderly Subject. The subject was told to leave by Officers.
- Officers were called to a car / deer Accident at 4000 Hudson Road.
- Officers were called to 621 West Seerley Boulevard for a male subject trying to get into a residence.
   Officers did not locate the subject.
- Officers were called to the Pump Haus Pub and Grill for subject Fighting. It was a verbal argument between friends. Subjects were sent on their way.

Officers were called to Casey's General Store on Nordic Drive for a Suspicious Subject in a veral He was waiting for someone and checked ok.

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Officers were called to 1719 West 18th Street for a suspicious light shining at the residence. Officers did not locate anything.

Officers were called to 1123 West 22nd Street for a vehicle playing loud music. When Officers arrived, the vehicle was gone.

 Officer was called to 7100 Chancellor Drive for found property. A subject turned over to Officers a compound Bow and a case with arrows.

Officers located a dog at 12th and Main Streets. The dog was taken to the Police Department and later picked-up by the Human Society.

 Officers were called about a vehicle in the College Hill area and the driver was intoxicated. Officers located the vehicle in the McDonald's parking lot. The driver was arrested for Operating While Intoxicated.

Waterloo had a Pursuit heading toward Cedar Falls. Two Cedar falls cars assisted in the incident.
 The subject went into 5 Seasons Mobile Home Park then turned back toward Waterloo and hit a tree at Midway Drive.

Officers were called to 18th Street for possible drug dealing. Officers did not locate anything.

- Officers, while on Foot Patrol, came upon a Disorderly at Deringer's Public Parlor. One subject was arrested for Intoxication and Disorderly.

Officers were called to West 8th Street for a Burglary in progress. Officers were advised that the subjects were trying to kick the door in while the Reporting Party was holding the door. When Officers arrived, they saw the subjects run in to a home. Officers did enter that address and did locate both subjects. Neither subject lived there also. Both were charged with Trespass, Criminal Mischief and Intoxication.

Officers were called to residence for a subject kicking the door. When Officers arrived they located a
male subject who was extremely intoxicated. He was arrested for Intoxication.

Officers were called to 1120 Washington Street for a Welfare Check on a 911 Hang-Up Call. Officers did locate an extremely intoxicated female who had been Assaulted by a male. The female advised she does not live with the male and he was no longer there. Officers did look through the address and he was not there. She refused to pursue the matter.

 Officers called to a Liquor Violation. It was reported that subjects were walking to a house in the Coronado Court area carrying open containers and being loud. Officers checked the area and it was all quiet.

 Officers called to Bar Winslow for a Disorderly customer. Customer was causing problems and being disruptive to other customers. Subject left the bar prior to Officers arrival. Officers are familiar with this subject and located him later in the night and arrested him for Public Intoxication.

Officers called to 800 block of Tremont Street for a report of a Disorderly. It was reported someone
could hear screaming and crying. Officers made contact with a couple of subjects and were unable
to locate anything.

 Officers are called to 700 West Ridgeway Avenue for a report of a Suicidal Subject. Officer assisted the paramedics with transporting the male to the hospital.

 Officers called to Pump Haus Pub and Grill for a Fight involving approximately eight subjects. When Officers arrived, they were advised all problem subjects had already left.

 Officer found a subject passed out halfway in the street at 4th and Franklin Streets. He was arrested for Public Intoxication.

 Officer made a Traffic Stop at 19th and Olive Streets. During the Stop, Officers detected the odor of Marijuana coming from the vehicle. After Searching the vehicle a quantity of Marijuana was located and the driver was arrested for Possession of Marijuana.

 Officer made a Traffic Stop in the 100 block of Main Street. The driver was arrested for Operating While Intoxicated.

 Officer made a Traffic Stop at 12th and Main Streets. Driver arrested for Operating While Intoxicated.

 Officer made a Traffic Stop in the 1400 block of Walnut Street. Driver arrested for Operating While Intoxicated.

- Officers called to the Comfort Inn for a report of an Intoxicated Male attempting to drive away.
   wife called and wanted Officers to speak with her husband.
- Officers called to Pointe West Apartments for a complaint of Loud Subjects possibly fighting. Officer made contact with Apartment A-1 and found they were just moving some furniture.
- Officers called to The Quarters for a report of Loud Music. Officers made contact with the problem apartment and found a couple listening to music. They were warned.
- Officer dispatched to Target Distribution for a report of a Fraud. Employees found \$400 in the men's trucker break room. It was immediately obvious the money was fake. The fake cash was seized and placed into evidence.
- Officers called to the 1500 block of Walnut Street for subjects possibly looking into a house. Officers
  checked the area and spoke with the Reporting Party. Nothing was found.
- Officers called out to High Acres Trailer Park twice for the love triangle argument. The ex-wife and ex-husband and the live in boyfriend were again advised it may be time to make other living arrangements.
- Officers called to three Suspicious Subjects at Hillcrest Apartments. It was reported the subjects took items from one vehicle and gave them to another subject. They were never seen associated with the vehicle they took the items from. Upon Officers arrival, they discovered the vehicle the items were placed in was illegally parked in a handicapped spot. The vehicle was cited.
- Officers called to 1719 West 18th Street again. This time the Reporting Party heard someone in another apartment five hours earlier and decided to call now. Officers checked and the apartment was unoccupied. The Reporting Party has called in 17 unfounded complaints since 02/17/2020.
- Officers checked out with a Suspicious Vehicle at 118 East 18th Street. The subjects checked ok.
- Officers were called to a Fight at a residence for Subjects Fighting. Officers were able to determine that it was a verbal argument and one subject left for the night.
- Officers were called to 1400 Starbeck Circle for a Loud Party. Subjects were warned of the complaint.
- Officers were called to Kwik Star on the Hill for a subject trying to cash a bad check. The subject had left before Officers arrived. A report was made.
- Officers were called to Planned Parenthood for a Police Alarm. It was the cleaning crew that set the alarm off.
- Officers were called to 226 Bluebell Road for a Fire Alarm. It was a False Alarm.
- Officers were called to 2202 College Street for a male subject locked in the bathroom at Insomnia Cookie. The subject was arrested for Intoxication.
- Officer was called to 1016 Maple Street for a possible Runaway. Officers did not locate the person.
- Officer was called to an Accident at Leversee Road and Lincoln Street. This was in Waterloo jurisdiction.
- Officer was called to 6th and Main Streets for a possible Operating While Intoxicated. Officers did not locate the vehicle.
- Officers were called to 415 West 7th Street for a Suspicious Male at the door trying to give a subject weed. That subject was located by Officers and arrested for Intoxication.
- Officers were called into Deringer's Public Parlor restroom for a Fight. Two male subjects were arrested for Disorderly and Intoxication.
- Officers were flagged down at Voodoo Lounge for a Fight in progress. Officers arrested a male and a female for Assault and Intoxication.
- While at Voodoo Lounge, Officers were called upstairs for another Fight in progress. Officers arrested a male subject for Intoxication and Disorderly.
- Officers were called to 10th Street for Disorderly Subjects. The subjects were sent on their way.
- Officers were called to 1919 College Street for a male subject who was refusing to leave. The subject was sent on his way.
- Officer Stopped a Suspicious Vehicle at Greenhill Road and Main Street. The driver appeared to be sleeping at the wheel. It was determined to be a diabetic issue. Officers assisted the subject.
- Officer took a Vandalism report from 224 Devlin Circle.
- Officers were called to the Extended Stay at 4410 University Avenue for a Welfare Check of a subject who is an alcoholic. When Officers located the subject he was injured and combative.
   Officers had to assist paramedics and rode in the ambulance to the hospital.

Officers were called to 2228 Lincoln Street for a Prowler. Officers did not locate anyone.

- Officers were called to West 18th Street for a Suspicious Vehicle. Vehicle was gone before Officers.
- Officers were called to Orchard Drive for a Welfare Check on a subject who left Fayette County Medical Facility before being released.
- Officers were called to an address for a Suspicious Subject with a flashlight walking between houses. Officers did not locate anyone.
- Officer took a report from a subject who lives on Big Woods Road of a car / deer Accident.
- Officers were called to 2235 Lincoln Street for a subject kicking the trailer door and trying to get in. When Officers located the subject, he lives at that address and had locked himself out. Officers assisted the subject.
- Officers were called to 8<sup>th</sup> Street for a possible Fight in the parking lot. When Officers arrived the problem party had left. People were sent on their way.
- Officer was called to residence to speak with a subject who stated that she lost or had her cell phone stolen. She was extremely intoxicated. Officer made a report.
- Officers took a report of a possible Drunk Driver in the College Hill area. Officer located the vehicle and checked the driver who was not intoxicated.
- Officers were called to 921 West 20th Street for a Suicidal Subject. Roommates advised that she
  had a knife. Officers forced entry and were able to make contact with her. She was not hurt.
  Officers assisted her getting to the hospital.
- Waterloo Police Department called to have us assist in locating a vehicle they have a GPS on. Officers did assist and the vehicle was located.
- Officer took a report of Theft from the Extended Stay.
- Officers were called to The Quarters for a Disorderly. When Officers arrived, the male subject had locked himself in the female's apartment and refused to let Officers in. Maintenance was called and they entered the residence. The subject had left out the window and was not there.
- Officers were called back to The Quarters on 27th Street for the same subject. When Officers
  arrived, the subject took-off running as Officers pursued him. The subject ran into an apartment after
  a Foot Pursuit. Officers went in after the subject and arrested him for Intoxication and Interference.
- Officers were called to a Disorderly at Five Seasons Trailer Park. The report was that a male was kicked out of a female's trailer and he was outside causing a disturbance. The male had left prior to Officer's arrival. Officers were given a description of the male's vehicle and it was located and stopped. The female just wanted the male advised he was not to return. The message was relayed.
- Officers were called to a Loose/ Barking Dog complaint near Orchard Drive. Officers located the dog and it matched an earlier description given by the owner earlier in the evening. The dog had gotten away from his home. Officers were able to reunite the dog and his owner.
- Officers were called to a Residential Burglar Alarm at an address on Rainbow Drive. There was no problem and Officers made contact with the homeowner.
- Officers were called to a possible Accident in the roundabout at Boulder Drive and University Avenue. Officers located the vehicle and then the driver came up a short time later. The driver would later be arrested for Operating While Intoxicated.
- Officers were called to a Mental Subject that was walking around without shoes in the area of Panther Lane. The subject stated the he had ingested something that made him psychotic and he crashed his car. Officers were never able to locate the vehicle. The subject was transported by paramedics. The case is still under investigation.
- Officers were called to Oak Park for a possible Burglary. Officers did not locate anyone.
- Officers were called to Panda Express for an Alarm. It was a False Alarm.
- Officers were called 1000 block of Tremont Street for Suspicious Subjects. Officers located vehicle, but did not locate anyone.
- Officer located a vehicle with its trunk open at 1800 block of Walnut Street. Officer did not locate anything suspicious.
- Officers were called to West 21st Street for a Loud Party. There were several subjects there. A Loud Party Referral will be completed.
- Officers were called to Veralta Drive for Suspicious Subjects. This was the same vehicle from the Tremont Street Call. This time Officers located subjects who admitted to entering vehicles looking

for money. Two were taken to the Police Department and released to a parent. They will be referred at a later date.

- Officers were called to the 1400 block of West 1st Street for a Reckless Driver. There was an Officer
  in the area, but did not locate the vehicle.
- Officers were called to 302 Walnut Street for a woman screaming. Officers checked on the female and she checked ok.
- Officers located a vehicle in the parking lot of the Fareway on Main Street with a female outside of the car on the ground. Making contact, Officers learned that the minor female was intoxicated and was getting sick. Contact was made with all of the occupants of the vehicle. All of the passengers were minors that had been drinking at a residence. Contact was made with parents, and the vehicle was left on scene. An Intel Report will be completed and Officers will investigate to learn the location of the party.
- Officers continued to monitor specific locations throughout the city for rising water over the roadways.
- Officers conducted follow-up on the male found wandering around without shoes from the previous evening. On First Shift, Officers were called to the male's vehicle. It was located in a ditch. Officers are conducting investigation into additional charges for Operating While Intoxicated. The case is ongoing.
- Officers were called to a possible Operating While Intoxicated in the area of the Kwik Star on College Hill. Officers made contact with the driver and he became combative. The driver stated that he had taken various narcotics and he was having a hallucinogenic episode. Officers called paramedics and he was transported to Sartori Hospital. At the hospital, implied consent was read and the suspect consented to specimen testing. The subject will be notified when test results return.
- Officers were called to Oak Park Boulevard for a report of a Prowler in the area. The report was of subjects trying to get into the garage of a residence. When Officers arrived, there was no one around. The home owner did not think that subjects gained entry to his garage. The area will be given Extra Attention.
- Officers were called to and address for the smell of Marijuana. Officers could not determine where the odor was coming from. One resident was warned.
- Officers were called to College Square Manor for a Fire Alarm. This was a False Alarm.
- Officers were called to Wild Rose Court for a Mental Subject. Officers did meet with the subject who was upset about a girl. Officers stayed with the subject until friends came to stay with him.
- Officers were called to Center Street for a Wanted Subject. The subject was not there.
- Officers were called to West 1st Street for a possible Operating While Intoxicated. Officers were unable to locate anyone.
- Officers were called to a Disorderly on Adams Street. It was learned that there was a verbal argument between a boyfriend and girlfriend. Both subjects were intoxicated, and arrangements were made to have the boyfriend leave for the evening.
- Officers were called to a report of an Underage Party going on the 1400 block of Main Street. Officers tried to make contact at a residence, and the subjects would not answer the door. A Referral has been made to the landlord of the rental property.
- Officers were called back out to Adams Street to do a Welfare Check of the child at the residence. The child was sleeping and checked ok. The Reporting Party was Advised.
- Officers were called to Five Season's Trailer Park for a Suspicious Subject. The report was of subjects inside of a vacant trailer. Officers could not locate anyone and spoke to the Reporting Party. The Reporting Party was intoxicated and stated he thought he saw people in the trailer. He was advised all checked ok.
- Officers were called to 21st and Washington Streets on the report of a female screaming in the streets. Officers were unable to locate anyone.
- Officers were called to a Hit and Run. Officers were told that a vehicle hit the Reporting Party's vehicle in the Rainbow Drive area. As Officers spoke to the subject, he would admit to hitting a traffic sign in the area of 12th and Main Streets.
- Officers were called to a shooting victim in the area of the Cypress Lounge. The report was that a
  person called Dolly's Taxi and wanted a ride to the hospital from the Cypress Lounge because he
  had been shot in the leg. Dispatch advised that they had been receiving other prank calls for other

areas of the County, and this was one of them also. Officers checked all of Downtown and als to reach out to the number left by the "victim". The number was not valid, and there was no vid located.

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- Officers were called to the McDonald's on Main Street for an Intoxicated Driver picking-up food in the drive-thru. Officers made contact with the suspect vehicle in the drive-thru waiting area. The driver of the vehicle fled the area and a Pursuit began. Officers followed the vehicle until it got into Grundy County and lost sight of the car on gravel roads. Officers have had prior contact with the driver before, and recognized him on sight. Warrants are being issued for the driver.
- Officers were called to Brenton Drive on the report of Shots Fired. This address has been the target of several internet "swatting" incidents. Officers first tried to make contact with the Reporting Party, and the Reporting Party's number was not a valid number. Officers made contact with the resident of Brenton Drive and it was the same male targeted for previous "swatting" incidents. The resident checked ok.
- Officers had a vehicle speed past them on Highway 218 while on Patrol. Officers began to pursue the vehicle. The vehicle eventually pulled over in Waterloo on Highway 218. It would be learned that the driver was a cardiac surgeon responding to MercyOne in Waterloo for an emergency heart surgery.
- Officer was called to Pheasant Drive for a Stolen Mail Package from the front porch of the residence.

### INVESTIGATIVE UNIT - Captain Jeff Sitzmann

- During the month of March, Investigators continue to follow-up on a shooting incident which took place at a Cedar Falls apartment complex in October of 2019. Nobody was injured during the incident, but one round entered an apartment and nearly missed an occupant.
- Investigators followed-up on several reported Sexual Assaults, some of which involve juvenile victims.
   Due to the pandemic, the Child Protection Center is only taking emergency cases and is not operating at its normal level. We will continue to work with the Department of Human Services on these cases.
- Investigators continue to follow-up on the December Homicide in Downtown Cedar Falls. Most of the work being done involves examining documents and establishing time lines. We continue to work with the County Attorney's Office on this case.
- Investigators followed-up on a Stolen Gun case from a Cedar Falls Department Store. The suspect entered the store and asked to look at a hand gun that was for sale. The suspect then fled the store with the Stolen Gun. The suspect has been identified and there are three Warrants for his arrest including Felon in Possession of a Firearm.
- Investigators received a tip via CrimeStoppers, about the location of a Stolen Trailer. A Search Warrant
  was executed at a rural Denver, IA property and the Stolen Trailer was located. The three snowmobiles
  had been removed, but investigators located them at a Waterloo residence. We also located an additional
  Stolen Trailer. The suspect was charged with two counts of Theft and two counts of Criminal Mischief.
- Investigator Burkhardt assisted with training at the lowa Law enforcement Academy during the month. She served as an instructor and a role player for Domestic Abuse scenarios for the Officers enrolled in the Academy.

### CSI:

- 3/7/20 Assisted Second Shift Officers with processing an Accident scene on Highway 218.
- 3/14/20 Assisted First Shift Officers with processing a Suicide on Panther Lane.
- 3/18/20 Assisted First Shift Officers with processing a Death on University Avenue.
- 3/25/20 Assisted Detectives with the execution of a Search Warrant in Denver and in Waterloo in connection with a Theft on University Avenue.

### Crime Lab:

- Eight items of physical evidence were processed.
- Nine items of evidence were taken to the State Crime Lab for processing.
- Three fingerprint comparison verifications were completed for outside agencies.

### Property Room:

- Property from nine closed cases from 2014 was destroyed.
- Property from 612 closed cases from 2015 was destroyed.
- Counterfeit bills from three closed cases in 2015 were sent to the Secret Service for destruction.
- Property from five closed cases from 2017 was destroyed.

- Property from 30 closed cases from 2018 was destroyed.
- Three items of found property from 2019 were destroyed.
- 35 items of property were released to their owners.

### Evidence / Property:

Physical evidence entered: 91
Found property entered: 20
Property held for safekeeping: 10
CD's entered by Officers: 79
Attorney video copies sent: 59

Attorney requests (not video): 4
 Building videos archived: 68

### POLICE RESERVE UNIT - Lieutenant Brooke Heuer

- The Reserve Unit began the month of March with normal events and activities. On March 18th, Reserve Officers were notified that their hours requirement was being suspended for the time being. This is due to concerns for potential exposure to COVID-19 for some Reserve Officers who have other essential jobs within the City. Reserve Officers were still given the option of working if they chose to.
- March's Training and meeting for the Reserve Unit was held on March 10th at the Public Safety Building.
   It included CPR Re-Certification and Blood Borne Pathogens instructed by Lieutenants Zolondek and Heuer. Reserve Officers also received badges matching their call sign and turned in their old badges.
- Reserve Officers Aries, Hines and Spray attended day two of Module C Training at Hawkeye Community College on March 1st. Each of them have since completed their testing on this Module and are finished with all of their Modules.
- Reserve Officers Erickson and Hines continued to Field Train on Second and Third Shift Patrol with Career Officers.
- Reserve Officer Buck completed his National Crime Information Center Re-Certification on March 27th.
- The lowa State Reserves Law Officers Association annual conference planned for early April was rescheduled to the end of the month. Cedar Falls Reserve Officers are no longer planning to attend due to continued COVID exposure concerns and no travel being allowed.
- During the month of March, the Reserve Unit logged a total of 62.5 hours of ride time and training time offduty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	8
Bostwick, J	2
Buck, M	4
Burg, A	4
Cross, K	4
Erickson, N	9.5
Griffin, T	4
Hines, C	15
Jaeger, D	4
Spray	8
TOTAL	62.5

### POLICE TRAINING EVENTS - Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Officers Adelmund and Schultzen began their Training at the Iowa Law Enforcement Academy in Johnston, IA.
- Lieutenant Rea continued with her Grow Iowa / Cedar Valley Leadership classes.
- No Police In-Service Training in March.
- All March out-of-town training was cancelled due to COVID-19 precautions.

 Kristi Hanson completed her internship with Public Safety. She is a Criminal Justice student at Hav Community College.

Item 13.

- Officer Christian Baumgartner was hired as a Public Safety Officer. He started his Basic Level II Academy Training at Hawkeye Community College.
- Lieutenant Smith began his on-line Command School Training through Northwestern University.

### POLICE RECORDS - Lieutenant Marty Beckner

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

POLICE STATISTICS:	March 2020	<u>Total 2020</u>	Item 13.
Group A Crimes	3	8	
Forcible Rape/Fondling	3 1	1	
Robbery Assault	10	33	
Assault Arson	10	1	
Extortion/Blackmail	Ö	1	
Burglary/B&E	8	24	
Theft	30	112	
Motor Vehicle Theft	5	12	
Counterfeit/Forgery	1	5	
Fraud	2	16	
Vandalism	14	39	
Drug Offenses	16	35	
Weapon Law Violation	2	5	
Woapon Law Violation	_		
Group B Crimes			
Disorderly Conduct	5	11	
Driving Under Influence	6	22	
Drunkeness	13	65	
Non-Violent Family Offense	2	3	
Runaway	2	8	
Trespassing	4	5	
All Other Offenses	7	26	
Group A Total:	93	292	
Group B Total:	39	140	
Total Reported Crimes:	132	432	
·			
Traffic Accidents	_	40	
Personal Injury	4	13	
Property Damage	30	119	
Total Reported Accidents	34	132	
D			
Driving Offenses	2	5	
Driving While License Barred	2 d/Revoked 1	5 7	
Driving While Denied/Cancelled/Suspended	a/Revoked 1 3	12	
Total Driving Offenses	3	12	
Alcohol/Tobacco Violations	19	106	
Calls For Service	1,362	4,534	
Total Arrests	60	211	
TOTAL ATTESTS	00	<b>4</b> 1 1	

### Item 13.

### CEDAR FALLS FIRE RESCUE MARCH FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
  - Provided one Public Relations Activity with a Station Tour for the Orchard Hill Girl Scouts.
- Station #1 (Green Shift):
  - Provided one Fire Prevention Activity with a walk-through for the Sports Show at the UNI Dome.
  - Provided two Smoke Detector Checks / Installs.

### FIRE INSPECTIONS - Battalion Chief Curt Hildebrand

- March Rental Inspections: 102

March Re-Inspections: 5March School Inspections: 3

### FIRE TRAINING EVENTS - Lieutenant Marty Beckner

- Public Safety Officers completed their Monthly Checklist of Knowledge and Performance Tasks.
- Public Safety Officers continued their Fire Fighter 1, Fire Fighter 2, and Hazardous Materials Certification Testing.
- March walkthroughs at the University of Northern Iowa were cancelled due to COVID-19 precautions.
- Fire In-Service Training was cancelled due to COVID-19 precautions.
- All March out-of-town training was cancelled due to COVID-19 precautions.
- Public Safety Officers Lechtenberg and Helgeson continued their EMT classes.
- Shifts continued with their daily training.

### FIRE RECORDS - Lieutenant Marty Beckner

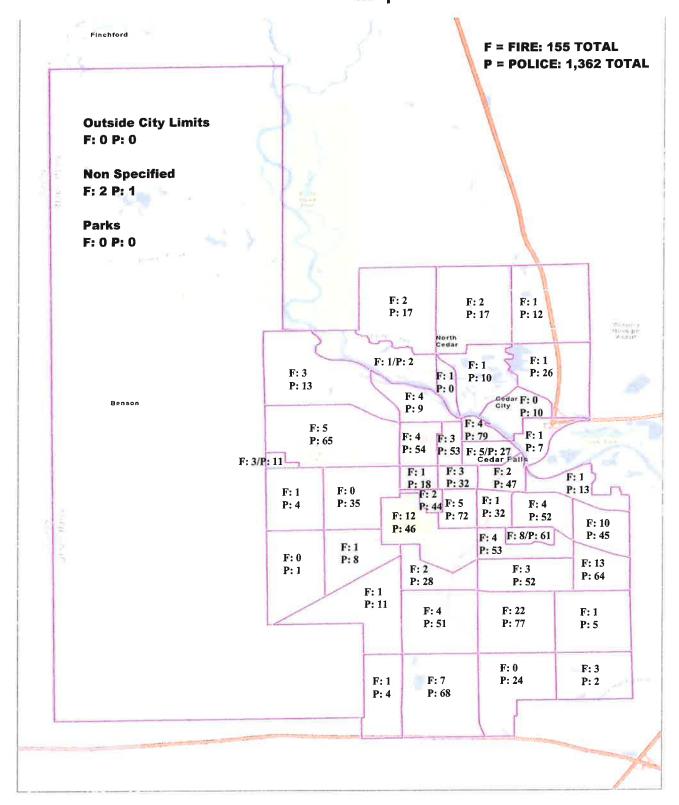
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- Self-Contained Breathing Apparatus (SCBA) Inspection the first Wednesday
- Self-Contained Breathing Apparatus (SCBA) Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.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

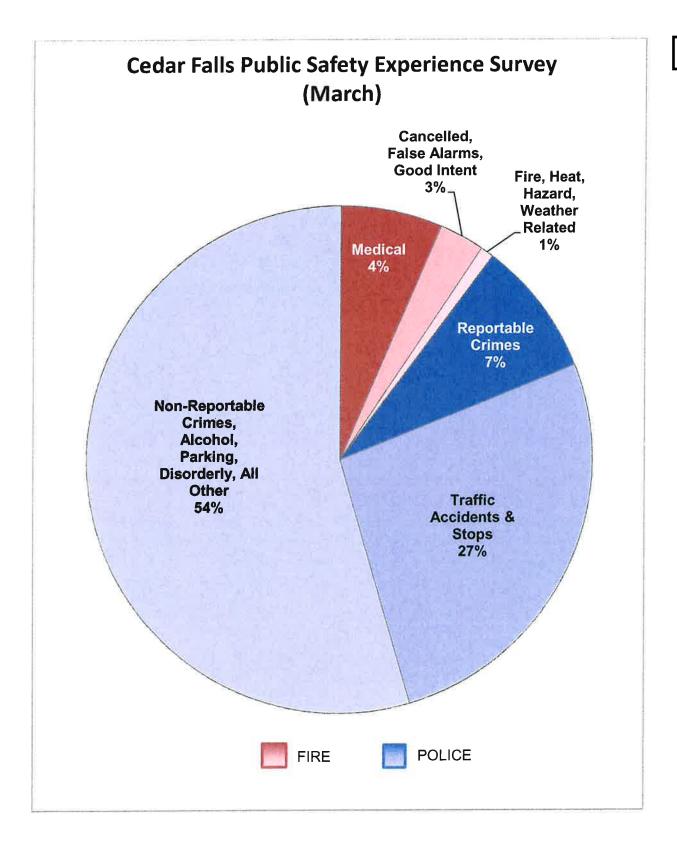
### FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical	124	124	98									
Cancelled, False Alarms, Good Intent	42	54	44									
Fire, Heat, Hazard, Weather Related	12	8	13									
Totals	178	186	155									

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

## Cedar Falls Public Safety Grid Map







### **ADMINISTRATION**

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

www.cedarfalls.com MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator

**DATE:** April 27, 2020

**SUBJECT:** FY20 Report by Community Main Street

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY20 filed by Community Main Street. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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

xc: Jennifer Rodenbeck, Director of Finance and Business Operations



310 East 4th Street Cedar Falls, IA 50613

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

2019-2020

**Board of Directors:** 

Amy Mohr - Chair

**Wynette Froehner** 

**Natalie Brown** 

**Matt Dunning** 

**Crystal Ford** 

Lexie Heath

Audrey Kittrell Dan Lynch

Jessica Marsh

**Clark Rickard** 

Julie Shimek Mark Showalter

**Brad Strouse** 

**Stephanie Sheetz** 

Ty Kimble

Monday, April 13, 2020

Mayor Green and Council Members City of Cedar Falls, IA Cedar Falls City Hall 220 Clay Street Cedar Falls, IA 50613

**RE: SSMID and Economic Betterment Funding** 

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the context of historic preservation."

In this report you will find a summary of the activities outlined in the grant contract(s). These activities are in the areas of:

- Design and historic preservation
- Business development and retention
- · Promotion and marketing
- Member development, training and communication
- Summary of investments
- FY2021 program of work
- Streetscape/cleanliness project information

The following required attachments are also included:

- Board Roster
- Financial Statements
- Support documents

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a downtown district with appreciated real estate values, a reputation as a great destination and as a source of community pride. We do anticipate our next Bi-Annual report submission to look different in light of the COVID-19 pandemic but we will continue to do our part to help move the Cedar Falls Downtown District forward in a positive light.

With submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and of the previously awarded Economic Betterment Grant for the continuation of this pivotal community program. We would be pleased to provide any additional information that you may require to process the release of funds.

Sincerely,

Kim Bear Community Main Street



### **Contents**

- 1. Month by Month Reporting (October 2019 March 2020)
  - Reports to Main Street Iowa
  - Board Meeting Minutes
  - Staff Reports
  - OneSheets
- 2. Summary of New Investment and Job Creation/Retention
- 3. Documentation Regarding Account of Expenditure of City Funds
  - -Monthly financials for October 2019 March 2020
- 4. Project Results
  - **-Design and historic preservation:** Summary can be found in each Monthly Report *Commentary Section* and Staff Reports
  - **-Business Development and retention:** Information can be found in each Monthly Report *Economic Vitality Section*
  - **-Promotion and marketing:** Summaries can be found in each Monthly Report in *Promotion Events Section, Commentary Section,* and Staff Reports
  - **-Economic Development Projects Taking Place:** Information can be found in *Economic Development column* in OneSheets
- 5. Streetscape Improvement and Cleanliness Project



Item 14. IowaGrants.gov

### **Status Report**

Status:

### 1987-MS-001-Cedar Falls

**Downtown Resource Center** 

Award Year: 1987

Contract Number: 1987-MS-001

**Status Report** 

Number:

Submitted By: Community Main Street Inc

70

**Submitted Date:** 11/20/2019

**Last Submitted** 

Date:

11/22/2019

**Status Report** 

Type:

Monthly

Title October 2019

Report Period 10/01/2019 10/31/2019

Primary Contact and Organization

From Date To Date

**Organization Information** 

AnA User Id CAROL.LILLY@IOWAID

First Name\* Community Main

**Primary Contact** 

First Name

Street Inc Middle Name Last Name

Title: **Executive Director** 

Email:\* director@communitymainstreet.org

Address:\* 310 E 4th St

City\* Cedar Falls 50613 Iowa

State/Province Postal Code/Zip City

Phone:\* 319-429-0468

**Program** Area of

Interest\*

Downtown Resource Center

Fax:

Organization Community Main Street, Inc.

Name:\*

Approved

Organization Non-Profit Organization Type:\*

**DUNS:** 

Organization communitymainstreet.org Website:

Address: Community Main Street

206 Main Street, Suite B

Cedar Falls 50613 Iowa State/Province Postal Code/Zip

Phone: 319-277-0213

Ext.

Fax:

### DESIGN - Projects Completed / In-Progress

129

**DESIGN - Projects Completed / In-Progress 1** 

Project Type\* New Construction
Building/Business Name Hurts Donuts
Address 100 E 2nd Street
Status In-progress
Private Amount Invested \$239,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$239,000.00

Comments In-fill 3200 sq ft bakery

**DESIGN - Projects Completed / In-Progress 2** 

Project Type\*New ConstructionBuilding/Business NameRiver Place MU2Address100 E 2nd Street

StatusIn-progressPrivate Amount Invested\$49,500.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$49,500.00

Comments Floor infill, metal beams, steel deck, concrete

**DESIGN - Projects Completed / In-Progress 3** 

Project Type\* New Construction

Building/Business Name Jam City

Address 100 E 2nd Street Suite 201

StatusCompletedPrivate Amount Invested\$71,000.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$71,000.00

Comments Build out of 4 rooms and 4 doors

**DESIGN - Projects Completed / In-Progress 4** 

Project Type\* Rehab Existing Building

Building/Business Name Formerly Saint Vincent de Paul

Address 203 Main Street
Status Completed
Private Amount Invested \$40,000.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

130

**Total Amount Invested** \$40,000.00

Comments Construct interior set of stairs

**DESIGN - Projects Completed / In-Progress 5** 

Project Type\* **New Construction** 

**Building/Business Name** Dahlstrom Real Estate. Inc.

Address 200 W. 1st Street Status In-progress **Private Amount Invested** \$5,991,099.00

Source of Funds private

**Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$5,991,099.00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

**DESIGN - Projects Completed / In-Progress 6** 

Project Type\* **New Construction Building/Business Name** 

Accel Group

100 E 2nd Street Ste 205 **Address** 

**Status** In-progress **Private Amount Invested** \$58,331.00 Source of Funds Private **Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$58,331.00

Comments Tenant build out for 3 offices and 1 training room

**DESIGN - Projects Completed / In-Progress 7** 

Project Type\* **New Construction Building/Business Name** River Place MU2 **Address** 122 E 2nd Street **Status** In-progress \$8,000,000.00

**Private Amount Invested** 

Source of Funds

**Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$8,000,000.00

Comments

**DESIGN - Projects Completed / In-Progress 8** 

Rehab Existing Building Project Type\*

**Building/Business Name** Roxxy

Address 314 Main Street Status In-progress **Private Amount Invested** \$12,000.00

Source of Funds

**Public Amount Invested** \$0.00

**Public Investment Source** 

131

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$12,000.00

Comments Remodel interior of existing building for bar

**DESIGN - Projects Completed / In-Progress 9** 

Project Type\* Rehab Existing Building

Building/Business Name Jacobson Financial Services

Address 411 Clay Street
Status In-progress
Private Amount Invested \$5,959.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$5,959.00

Comments Exterior waterproofing at rear & new front stoop

**DESIGN - Projects Completed / In-Progress 10** 

Project Type\* Rehab Existing Building

Building/Business NamePrestige WW LLCAddress203 Main StreetStatusIn-progressPrivate Amount Invested\$460,038.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$460,038.00

Comments Remodel exterior facade, 1st floor, and new roof

**DESIGN - Projects Completed / In-Progress 11** 

Project Type\* Rehab Existing Building

Building/Business Name Arabella

Address 200 W. 1st Street Status In-progress

Private Amount Invested \$500.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$500.00

Comments Finish 1st flr common area, rooftop deck, basement

**DESIGN - Projects Completed / In-Progress 12** 

Project Type\* Rehab Existing Building

Building/Business NameFreese FrameAddress116 W. 4th StreetStatusIn-progressPrivate Amount Invested\$2,920.00

132

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$2,920.00

Comments Replace shingles w/ black steel roof and soffit

### **DESIGN - Building Sold**

Building/Business Name	Address	Current Use	Future Use	Amount of Sale
Jennifer's on Main	303 Main Street	Vacant	Retail	\$550,000.00
	323 W 2nd Street	Unknown	Unknown	\$175,000.00

### **ECONOMIC VITALITY- Business**

Business Name	Address	Business Status	Business Type	# of FT Jobs	# of PT Jobs
The Stuffed Olive/Roxxy	314 Main Street	New	Food Establishment	4	16
Mack + Mav	602 State Street	New	Retail	1	
Your CBD Store	100 E. 2nd Street Ste. 107	New	Retail	3	
GlassTech	510 State Street	Relocated Out of Main Street District	Service	6	1

### **ECONOMIC VITALITY - New Housing**

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

### PROMOTION - Events

#### **PROMOTION - Events 1**

Promotion Name\* Girls' Night Out

Description Grab your gals and hit up the Cedar Falls Downtown District for our fall Girls Night Out

Thursday, October 3rd from 5-9pm.

First stop - meet us in the vacant lot at 4th and Main Streets to purchase your coupon card offering exclusive in store discounts at all participating retailers. Coupon cards are valid for the entire month of October so don't worry if you don't hit them all that night.

Coupon cards are \$10. Each card will come with a FREE gift (to the first 300) you are sure to love and 100% of the proceeds from the coupon cards are donated to the only local breast cancer coalition the Beyond Pink TEAM to support those fighting breast

cancer and working towards finding a cure!

Date10/3/2019StatusCompletedPromotion TypeRetail

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Sponsor(s) Basket of Daisies, LBL, Fig & Frolic, The Runner's Flat, Here's What's Poppin, Purse-N-

Ality, Spotlight, Twirl, Stam, Driftless Style, and Hatchlings & Hens

**Achievement** 

**PROMOTION - Events 2** 

Promotion Name\* Trick or Treat in the District

**Description** Join us in the Cedar Falls Downtown District for Trick or Treating, the merchants will be

set up outside their stores, ready to hand out candy and see all the awesome costumes

that will be sure to take over the District.

Date10/31/19StatusCompletedPromotion TypeSpecial Event

Sponsor(s)
Achievement

### **ORGANIZATION - Activities**

**ORGANIZATION - Activities 1** 

Activity Name\* Sip & Savor in Naked Spaces

Description Community Main Street invites you on a behind the scenes tour of available working

spaces in the Cedar Falls Downtown District. Imagine the possibilities, get creative, and share your ideas to fill downtown vacancies and improve our merchant mix! You?II have special access to both finished and unfinished office and retail spaces. Included in the

tour is a sampling of our district restaurant?s finest soups and beverages.

Date10/8/19StatusCompletedActivity TypeFundraising

**Achievement** 

### OTHER - Training Sessions

Who Attended Main Street Position Training Date Topic

Kim Bear Events & Promotions Coordinator 10/22/2019 Iowa Events Festival Carol Lilly Executive Director 10/22/2019 Fall MSI Workshop

### OTHER - Volunteer Hours Invested in Main Street

Volunteer Hours	Design	Economic Org Vitality	ganization P	Promotion	Board of Directors	Program Volunteer	Total Volunteer Hours
Yes	11.5	86.5	94.5	220.0	27.5	4.0	444.0

### Commentary

**Design** Community Main Street

Commentary/Updates

DESIGN COMMITTEE MEETING AGENDA

Friday, October 18, 2019

Item 14.

Noon at CMS Office

Item 14.

Committee Members: Dave Schachterle, Julie Shimek, Thomas Connors, Tom Nagle, Mary Taylor, Don Blau, Dawn Wilson, Andrew Bell, Kara Shugar-Davis, Julie Etheredge, Iris Lehmann, Sally Timmer, Cody Heckenlaible, Jeremy Zehr, Jacob Bauer

Design Reviews

Main Street Exchange

Roxxy

Community Bank and Trust (will be electronic sometime this month)

Visioning Report Review

Accreditation checklist

Holiday decorating

One sheet review

Fall clean up recap

**Anticipated Meeting Outcomes** 

Attendees will?

Review and provide feedback on proposed projects using the checklist, if applicable

Review the Visioning Report and provide feedback

Discuss holiday decorating

Review the one sheet

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Economic Vitality/Business Improvement Commentary/Updates

Economic Development Agenda

Wednesday, October 2nd, 2019

CMS Office @ Noon

Committee Members: Lexie Heath (chair), Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Mark Kittrell, Danny Laudick, Sydney Lundgren, Lea Ann Saul, Lisa Rivera Skubal, Seth Chadwick, Pam Taylor



Welcome/ Introductions **New Businesses** Your CBD Store tata yaya Sip & Savor in Naked Spaces One Sheet/Other **Business Visits** Anticipated Outcomes ? Committee members will: Identify new businesses in the district Discuss the Naked Spaces fundraiser Discuss the One Sheet and projects Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls. Community Main Street PROMOTIONS MEETING AGENDA Wednesday, October 2, 2019 8:45am in the CMS Office Committee Members: Gretchen Behm, Vicki Collum, Beth LaVelle, Mike Reyhons, Kirsten Jegsen, Ashley Ungs, Dianne Harms, Kayla Toale, Nicole Knebel **Event Recaps** FondoFest/Gran Fondo Panther Pawty ARTapalooza

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Restaurant Week

Movies Under the Moon

Promotion

Commentary/Updates

**Event Updates** Holiday Hoopla Fall Retail Calendar Main Street Iowa training? transformational strategies structure **Anticipated Meeting Outcomes:** Attendees will: Receive updates all the summer events through September Receive updates regarding Holiday Hoopla Receive updates on the fall calendar Determine committee transformational strategies plan Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls. Community Main Street Commentary/Updates ORGANIZATION & DEVELOPMENT MEETING AGENDA Monday, October 14th, 2019 Noon in the CMS Office Committee Members: Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Sarah Foster, Karen Oltman, Amber Munchoff, Phyllis Carter, Shay Caley, Sydney Lundgren Sip & Savor recap Partner Thank You update You are O?Fishally the Best options provided by Cinde Updated partner list

Item 14

Organization

	Volunteer Appreciat	tion ? Febr	uary			
	Main Street Iowa co	onference -	March			
	One Sheet/Other					
	Anticipated Outcom	nes ? Comr	nittee membe	ers will:		
	Discuss the recap of	of the Fall F	undraiser			
	Finalize Partner Tha	ank You pla	ans			
	Discuss committee	structure fo	or MSI confer	ence in March		
	Review the One Sh	eet				
	Cedar Falls Commuestablished to foste and character of the	r economic	vitality, and t	to preserve and p	promote the	historic image
Program Commentary/Updates						
List suggestions & questions recommend, etc.	s on services, training topi	ics, (for MSI c	ommunities and/	or local needs) new	resources, spea	kers you would
Suggestions for state staff:						
Do you have board president changes?	No					
<b>Board President</b>						
If there is a board president	change, please complete	the following:				
Salutation/First/Last Name:						
	Salutation	ı	First Name		Last Name	
Title						
Company						
Address						
Address 2						
City/State/County/Zip						_
	City	State		County		Zip
E-mail:						

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Phone/Extension/Fax

Phone Ext. Fax

Item 14.

### Minutes, Community Main Street, Inc. Board of Director Meeting Tuesday, October 8, 2019 @ 12:00 p.m. Community Main Street Office

<u>In Attendance</u>: Amy Mohr-President; Lexie Heath–Secretary; Dan Lynch-Treasurer; Ty Kimble–Past President; Matt Dunning; Wynette Froehner; Audrey Kittrell; Jessica Marsh; Clark Rickard; Stephanie Sheetz; Mark Showalter <u>Liaisons</u>: Craig Berte; Cary Darrah; Kim Manning; Jessica Rucker; Kathryn Sogard <u>Guest</u>: Karen Howard

Staff: Carol Lilly, Kim Bear, Maribel Barry

- 1. Welcome, Call to Order Mohr
- 2. Visioning and City Updates Howard/Sheetz
  - a. Karen Howard provided information about the Visioning project and encouraged the board to provide feedback. Feedback can be given through the City's website, P&Z meeting, or directly to her. The consultant will return on 11/4 and will hopefully move forward to Council on 11/23.
  - b. Stephanie informed us that Public Works will work on hubs on State & Washington in the next couple of weeks. There will be a meeting on 11/7 at 5:30pm at City Hall for the 100 & 200 block business owners regarding construction next summer. The meeting is open to the public, but business owners are urged to join to ask any questions they may have.
- 3. Approval of Minutes (for August & September) Lynch moved for approval, Kimble seconded, all approved.
- 4. Financial Report (for August & September) Lynch
  - a. We should see grant and SSMID income in October & November.
  - b. Froehner moved for approval, Sheetz seconded, all approved.
- 5. 990 Review
  - a. Carol informed the board that the 990 would be available at the CMS office, if anyone would like to review it. If there are no concerns, she will proceed to send and post it.
  - b. Kimble moved for approval, Lynch seconded, all approved.
- 6. Main Street Iowa contracts Lilly
  - a. Contracts are signed every two years. The CMS Resolution and City Resolution contracts were included in the board packets.
  - b. Froehner moved for approval, Kittrell seconded, all approved.
- 7. President's Report Mohr
  - a. Capital Improvement list was e-mailed with board packets. Please fill out the survey that will be sent out soon.
  - b. Amy reported the feedback given from the Main Street Exchange Visit. The Ames group thought highly of our Downtown District overall. Some opportunities they found was in regard to wayfinding signage, parking signage, the gateway into our district, and the lack of downtown information found in the stores.
- 8. Committee Reports/ Program of Work Review
  - a. Economic Development
    - i. Welcome visit to Andy's Bike Shop was made. Hurling Hatchet and CBD store will be done soon as well.
  - b. Design
    - Flowerpots are now gone. We have scheduled a fall cleanup day on October 15 to prep for UNI Family Weekend. We are gearing up to decorate for Holiday Hoopla. New banners are now up and more information to come on

UNI using our internal poles for football season.

- c. Organization & Development
  - i. Sip & Savor in Naked Spaces is tonight! There are 9 stops with business resources and UNI pop-up shops to show what could be in the vacant spaces. We sent out sixty tickets to businesses within two hours from us to check out our district should they be interested in expanding.
- d. Promotions
  - i. The committee has decided to focus on the strategic side and meet less with longer meetings.
- e. Retail Promotion/Nightlife
  - i. We raised \$1,570 from Girls' Night Out to donate to the Beyond Pink Team.
  - ii. Based on the financial trends of Fondo, we have decided not to do this event again. Cedar Valley Sports Commission will not be doing the bike ride either. We are thinking of having another event instead and are open to suggestions.
- 9. Staff Report Lilly
  - a. Carol will be working on the Bi-annual Report
  - b. Irv Henderson's visit was positive. He had good feedback and was impressed.
  - c. CMS will be hosting the Spring Main Street Iowa mandatory training conference next March. There will be around 54 people plus any guests they may bring.

### 10. Liaison Reports

- a. Main Street Waterloo will be hosting their educational workshop, Cheers to Small Business: Tools for a successful Business. It will take place on 10/15 from 5-7pm. They will also have trick or treating downtown on Saturday, 10/26 from 10am-12pm.
- b. Cedar Falls Tourism is in the design phase for their 2020 tour guide. Kim announced that the Holiday Inn Event center is now open!
- c. CF Police Department is getting cameras installed in the trees. Cameras are getting improved with better quality to help in identifying vehicles and people.
- d. Wheat pastings are up on The Hill, so check them out!

### 11. Good of the Order -

- a. October 8: Sip & Savor in Naked Spaces
- b. October 14: Org & Development Committee Meeting
- c. October 22 & 23: Fall Main Street Iowa Workshop, Jefferson
- d. November 7-9: Holiday Shop Hop

### 12. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

## Community Main Street Director's Staff Report for October 2019:

### Staff Activities:

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
  - Girls Night Out
  - Halloween Trick or Treating
- Holiday Hoopla event planning meetings, sub-committee meetings, etc.
- Met with Cedar Valley Symphony ED Rich Fevert to hear proposal to partner on potential partnership opportunities
- Met with several media representatives about Holiday Hoopla advertising
- Met with new business, Mac & Mav, owner Ashely Reynolds
- Removed flower-pots from the sidewalk
- Secured Neighborhood Champion status for Small Business Saturday
- Grow Cedar Valley Affiliate meeting
- Attended Hurling Hatchet ribbon cutting
- Hosted Happy Haunts 5K packet pickup and assisted during the event
- Hosted a walking tour for a UNI tourism class
- Facilitated CMS review of visioning document; compiled recommendations and presented it to P&Z
- Continued to learn how to use the new shared file system, new calendar and new email
- Created CIP survey, compiled data and submitted to city staff and council for use during capital improvement planning
- Met with Jan Anderson to review ARTapalooza discuss 15<sup>th</sup> anniversary of the event in 2020
- Coordinated Governor Volunteer Award for Holiday Hoopla planning committee
- Met with planning team on 3<sup>rd</sup> & Main project
- Met with Live to 9 and Sturgis Falls representatives to discuss a potential new event during Sturgis weekend
- Direct mail postcard preparation
- 2020 event calendar planning
- · Assisted merchant with hotel outreach coupon card
- Met with Dave Deaver on various projects related to downtown
- Partnered with UNI on shuttle service during Family Weekend
- Assisted Cedar Falls Food Co-op with grant information and reviewed benefits available through main street for businesses located in our boundaries
- UNI Service-Learning project class visit (x3 sections) Cost Accounting classes are reviewing Holiday Hoopla financials to report opportunities for event improvement from a financial standpoint
- Attended Fall MSI workshop
- Kim attended Iowa Events Festival training

- Met with new HH sponsor Cohesive to learn about their digital raffle box concept for the event
- Followed up with city staff on streetscape hub status
- Wrote and submitted bi-annual report
- Monthly meeting with Ron Gaines
- Parking Technical Committee participation and projects
- Promoted downtown shuttle; rode shuttle
- KWWL noon news live interview
- Completed and submitted monthly reporting to Main Street Iowa

**Community Event Representation:** CBT Economic Update Luncheon; Parking Committee (x1); Park & Rec.; P & Z (x1); City Council meeting (x1); Cedar Falls Tourism & Visitor Bureau board meeting;

### **Staff Priorities for November:**

- Holiday Hoopla
- Partner Thank You
- Open container research
- Cultural District Renewal report
- Accreditation checklist

### **CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities through October**

Collaborative	DISTRICT	BUSINESS	CONVENIENCE	PARKING	ANNUAL TASKS
effort with business owners, property owners, & city to achieve goals	AESTHETIC  Positive look and feel of the district	FRIENDLY ENVIRONMENT Supportive business community and strong business mix	District accessibility, functional side of district aesthetics	Positive impact on the parking experience downtown	Ongoing operational activities
BOARD OF DIRECTORS	Review and implement MSI exchange visit recommendations	Deliberate business visitation program			<ul> <li>MSI annual checklist</li> <li>✓ Budget</li> <li>✓ October biannual report</li> <li>City grant requests</li> <li>April biannual report</li> <li>Staff review</li> <li>Attend city council meetings</li> <li>Review/update program policies &amp; procedures</li> </ul>
ECONOMIC DEVELOPMENT	✓ Challenge Grant submission FY20	<ul> <li>New business visits (x7)</li> <li>Open 4 Business 2020</li> <li>Plan &amp; execute 2 deliberate actions to help fill vacant storefronts (√Naked Spaces Tour with Org.)</li> <li>Establish Founder Peer Groups (with Red Cedar)</li> <li>Co-starter new business training (with Red Cedar)</li> </ul>	Promote store accessibility during construction	Promote shuttle bus use     ✓ Street signs     ✓ Prizes     ✓ Social media	MSI annual checklist     Track/collect business stats     Update business welcome packet
DESIGN	<ul> <li>Façade review (x9)</li> <li>✓ Fall clean up day</li> <li>✓ Banner (1 new set)</li> <li>Seasonal beautification (Flowers, Funtaber, Holiday)</li> </ul>	<ul> <li>Façade grant program (3 approved)</li> <li>✓ Update review checklist</li> <li>✓ Overlay awareness brochure</li> <li>Historic preservation education</li> </ul>	Wayfinding within district	Parking lot cleanliness & maintenance program	✓ MSI annual checklist
ORGANIZATION & DEVELOPMENT	Flower fundraiser     (Hops with Promo)	<ul> <li>Partner thank you</li> <li>Volunteer recognition party</li> <li>Main Street lowa award nominations</li> <li>✓ Annual fundraiser (Naked Spaces Tour with ED)</li> </ul>			<ul> <li>MSI annual checklist</li> <li>Build local program awareness through community outreach</li> <li>Friends campaign (100% board participation)</li> <li>Annual meeting</li> <li>Update "About CMS" packet</li> </ul>

# **CEDAR FALLS COMMUNITY MAIN STREET** FY20 STRATEGIC GOALS ONE-SHEET Activities through October

Collaborative	DISTRICT	BUSINESS	CONVENIENCE	PARKING	ANNUAL TASKS
effort with business owners, property owners, & city to achieve goals	AESTHETIC  Positive look and feel of the district	FRIENDLY ENVIRONMENT Supportive business community and strong business mix	District accessibility, functional side of district aesthetics	Positive impact on the parking experience downtown	Ongoing operational activities
PROMOTIONS	Hops (Flower fundraiser)	<ul> <li>Calendar of Event mailing (x2)</li> <li>Update ARTapalooza event</li> <li>✓ Evaluate Fondo; repeat or drop</li> <li>Show &amp; Shine</li> <li>Movies Under the Moon (FY20)</li> <li>Holiday Hoopla Kick off Small Bus. Sat. Breakfast with Santa Jingle &amp; Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magic Coloring Contest Window Contest Trolley Rides Letters to Santa</li> </ul>	Promote ShopWherelLive.com	Positive, consistent message (new parking brochure)	<ul> <li>MSI annual checklist</li> <li>✓ Visitor Guide ad</li> <li>✓ GBPAC ad</li> <li>Tourism co-op ads</li> <li>✓ Shop/Dine like a local maps</li> <li>Kiosk map</li> <li>Kiosk flyers (weekly)</li> <li>Evaluate brochure for possible updates</li> <li>✓ Little Village coop ads with the Hearst (x2)</li> <li>Newsletter (x11)</li> </ul>
PROMOTIONS: Retail & Nightlife		<ul> <li>✓ Sidewalk Sales</li> <li>✓ Panther PAWty</li> <li>Funtober promo         <i>Trick or Treating</i></li> <li>✓ Fall Girls Night         Out</li> <li>Holiday Shop Hop</li> <li>Small Business         Saturday</li> <li>Downtown Delights</li> <li>Spring Shop Hop</li> <li>Spring Girls Night         Out</li> <li>St. Patrick's Day         event</li> <li>Love Rocks</li> </ul>	<ul> <li>Business hours</li> <li>Activate Sidewalks</li> </ul>		Cooperative advertising opportunities (TV, coupons, etc)



IowaGrants.gov

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# **Status Report**

#### 1987-MS-001-Cedar Falls

**Downtown Resource Center** 

Award Year: 1987

Contract Number: 1987-MS-001

**Status Report** Number:

71

Submitted By:

Community Main Street Inc

**Submitted Date:** 

12/17/2019

**Status Report** 

Type:

Monthly

Title

November 2019

Report Period

11/01/2019 11/30/2019

From Date To Date

# **Primary Contact and Organization**

**Primary Contact** 

CAROL.LILLY@IOWAID

AnA User Id First Name\*

Community Main First Name

Street Inc Middle Name Last Name

Title:

**Executive Director** 

Email:\*

director@communitymainstreet.org

Address:\*

310 E 4th St

City\*

Cedar Falls

Iowa State/Province

50613 Postal Code/Zip

Phone:\*

319-429-0468

Ext.

**Program** 

Area of

Downtown Resource Center

Interest\*

Fax:

Organization Information

Organization

Status:

Approved

Name:\*

Community Main Street, Inc.

Organization

Type:\*

Non-Profit Organization

DUNS:

Organization Website:

communitymainstreet.org

Address:

Community Main Street

206 Main Street, Suite B

Cedar Falls

lowa State/Province

50613 Postal Code/Zip

Phone:

Fax:

319-277-0213

Ext.

# DESIGN - Projects Completed / In-Progress

**DESIGN - Projects Completed / In-Progress 1** 

Project Type\*

**New Construction** 

Building/Business Name Hurts Donuts
Address 100 E 2nd Street

StatusCompletedPrivate Amount Invested\$239,000.00Source of FundsPrivate

Public Amount Invested
Public Investment Source

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$239,000.00

Comments In-fill 3200 sq ft bakery

\$0.00

**DESIGN - Projects Completed / In-Progress 2** 

Project Type\*New ConstructionBuilding/Business NameRiver Place MU2Address100 E 2nd StreetStatusIn-progress

Private Amount Invested \$49,500.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$49,500.00

Comments Floor infill, metal beams, steel deck, concrete

**DESIGN - Projects Completed / In-Progress 3** 

Project Type\* Rehab Existing Building
Building/Business Name Blue Room Lounge
Address 201 Main Street
Status In-progress

Private Amount Invested \$18,800.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$18,800.00

Comments Remove & replace roof

**DESIGN - Projects Completed / In-Progress 4** 

Project Type\* New Construction

Building/Business Name Dahlstrom Real Estate, Inc.

Address 200 W. 1st Street

Status In-progress
Private Amount Invested \$5,991,099.00

Source of Funds private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,991,099.00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

147

**DESIGN - Projects Completed / In-Progress 5** 

Project Type\* New Construction

Building/Business Name Accel Group

Address 100 E 2nd Street Ste 205

StatusIn-progressPrivate Amount Invested\$58,331.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$58,331.00

Comments Tenant build out for 3 offices and 1 training room

**DESIGN - Projects Completed / In-Progress 6** 

Project Type\* New Construction
Building/Business Name River Place MU2
Address 122 E 2nd Street
Status In-progress
Private Amount Invested \$8,000,000.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$8,000,000.00

Comments

**DESIGN - Projects Completed / In-Progress 7** 

Project Type\* Rehab Existing Building

Building/Business Name Roxxy

Address 314 Main Street
Status Completed
Private Amount Invested \$12,000.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$12,000.00

**Comments** Remodel interior of existing building for bar

**DESIGN - Projects Completed / In-Progress 8** 

Project Type\* Rehab Existing Building

Building/Business Name Jacobson Financial Services

Address 411 Clay Street

StatusCompletedPrivate Amount Invested\$5,959.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

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Invested

Total Amount Invested \$5,959.00

Comments Exterior waterproofing at rear & new front stoop

\$460,038.00

**DESIGN - Projects Completed / In-Progress 9** 

Project Type\* Rehab Existing Building

Building/Business NamePrestige WW LLCAddress203 Main StreetStatusIn-progress

**Private Amount Invested** 

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$460,038.00

Comments Remodel exterior facade, 1st floor, and new roof

**DESIGN - Projects Completed / In-Progress 10** 

Project Type\* Rehab Existing Building

Building/Business Name Arabella

Address 200 W. 1st Street
Status In-progress

Private Amount Invested \$500.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$500.00

Comments Finish 1st flr common area, rooftop deck, basement

**DESIGN - Projects Completed / In-Progress 11** 

Project Type\* Rehab Existing Building

Building/Business NameFreese FrameAddress116 W. 4th StreetStatusCompletedPrivate Amount Invested\$2,920.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$2,920.00

Comments Replace shingles w/ black steel roof and soffit

**DESIGN - Projects Completed / In-Progress 12** 

Project Type\* Rehab Existing Building

Building/Business Name Caboose Stop Hobbies

Address 301 Main Street

Status In-progress

Private Amount Invested \$5,500.00

Source of Funds Private

Public Amount Invested \$0.00

149

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,500.00

Comments Repair siding at bay window bump out

**DESIGN - Projects Completed / In-Progress 13** 

Project Type\* New Construction

Building/Business Name Formerly Wells Fargo

Address 302 Main Street

Status In-progress
Private Amount Invested \$5,400,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,400,000.00

Comments Foundation only for new office bldg

**DESIGN - Projects Completed / In-Progress 14** 

Project Type\* Rehab Existing Building

Building/Business NameSnap FitnessAddress401 Main StreetStatusIn-progressPrivate Amount Invested\$3,500.00Source of FundsPrivate

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$3,500.00

Comments Install 10'x19' wall for gym Shakery business

**DESIGN - Projects Completed / In-Progress 15** 

Project Type\* Rehab Existing Building

Building/Business Name Jacobson Financial Services

Address 411 Clay Street
Status In-progress
Private Amount Invested \$9,988.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$9,988.00

Comments Breakroom remodel

**DESIGN - Projects Completed / In-Progress 16** 

Project Type\* Rehab Existing Building

Building/Business Name Icon Donuts

Address 200 W 1st Street Ste 103

Status In-progress

150

Private Amount Invested \$85,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$85,000.00

Comments Buildout of 1610 SF w/ shared bathrooms

**DESIGN - Projects Completed / In-Progress 17** 

Project Type\* Rehab Existing Building
Building/Business Name Oster Regent Theatre
Address 103 Main Street
Status In-progress
Private Amount Invested \$65,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$65,000.00

Comments Replace doors & windows in front 1st floor

#### **DESIGN - Building Sold**

Building/Business Name Address Current Use Future Use Amount of Sale

#### **ECONOMIC VITALITY- Business**

<b>Business Name</b>	Address	<b>Business Status</b>	Business Type	# of FT Jobs	# of PT Jobs
Vine Real Estate	200 State Street Ste 202-R	New	Service	5	
Hurts Donuts	100 E. 2nd Street Ste. 108	New	Food Establishment	10	80
Jam City	100 E. 2nd Street Ste. 201	New	Service	9	

# **ECONOMIC VITALITY - New Housing**

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

#### PROMOTION - Events

**PROMOTION - Events 1** 

Promotion Name\* Window Wonderland Contest

**Description** Window Wonderland is a window decorating contest between downtown businesses. A

panel of judges carefully review each of the window displays and give out awards in the five categories: Wow, Best Use of Theme, Glass Only, Most Nostalgic, and Best use of

Product. Winners are announced during the Holiday Hoopla Kickoff. The general public is invited to participate by selecting a people's choice. Voting starts the night of the kick-off

and ends Wednesday, Dec. 18th

Date 11/29/19-12/18/19
Status Completed
Promotion Type Special Event

Sponsor(s) Holiday Hoopla Committee

Lamar Advertising

ICAN Television Advertising

Achievement The window contest is a way to get all businesses involved in Holiday Hoopla. The

decorated windows create a festive atmosphere throughout the district. The people's choice award encourages the public to "window shop" and notice businesses they may not be aware of. This year all participants were eligible to win one of two randomly drawn

media packages offered by ICAN television advertising and Lamar Adverting.

#### **PROMOTION - Events 2**

Promotion Name\* Downtown Ingredients Shop Hop

**Description** The retailers kicked off the holiday season with "all the right ingredients" by hosting a

shop hop! Each merchant created a festive atmosphere, served delicious holiday samples, and showcased the perfect seasonal fashions and home décor. Guests were invited to shop the weekend of November 7th, 8th and 9th, and while shopping each received a recipe card from participating merchants. By the end of the holiday shopping experience guests would have collected recipe cards and materials to create a Downtown

Cedar Falls cookbook.

Date 11/7/19-11/9/19
Status Completed
Promotion Type Retail

Sponsor(s) Vintage Iron Co

Driftless Style
Hatchlings & Hens
Peekaboo Baby & Gifts
Basket Of Daisies
The Runner's Flat
Chocolaterie Stam
Little Prairie Girl
Pepper Boutique

Kitchen Essentials and Gifts

World's Window Miss Wonderful

Here's What's Poppin-Cedar Falls

Jiva Salonspa

Spotlight Style Boutique & Salon

Main Street Exchange

Pump Haus Scratch Cupcakery Twirl Boutique

Mountain Man Nut & Fruit Co.

LBL

LR Jewelers Purse~N~ality Fig & Frolic

Lotus + Lou Interiors Mack + Mav Boutique

The Brass Tap

#### Achievement

Date

#### **PROMOTION - Events 3**

Promotion Name\* Holiday Hoopla Kick-Off

**Description** The highly anticipated arrival of Santa Clause was a huge success again this year. Street

vendors, strolling characters, and music from the stage show entertained guests while waiting for Santa. As the crowd got into the Christmas spirit by singing, Santa arrived on skis with his penguins! The crowd paraded down Main along with Santa and Mrs. Claus

and everyone viewed a fantastic firework display over the Cedar River.

Status Completed
Promotion Type Special Event

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11/29/19

Sponsor(s) Viking Pump, PIPAC, CFU, Cohesive, The Mix, Bike Tech, Penny Sund, City of CF Cable

Television, Signs & Designs, Lamar, Magee Construction, Western Home, Veridian, Hidden Valley, Mudd Advertising, Oakridge Realtors, An Elegant Affair, Cardinal Construction, Stickfort Electric, TSA Properties, Sundancer Paso Finos, Matthias Landscaping, Correll, Sheerer, Benson, Engels, Galles & Demro, Farmers State Bank, Richardson Funeral Home, GreenState Credit Union (see attachment for full list)

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#### Achievement

#### **PROMOTION - Events 4**

Promotion Name\* Small Business Saturday

Description Cedar Falls Community Main Street hosted Small Business Saturday. Social media

videos were posted to highlight different downtown businesses and press releases were used in advance to remind shoppers to shop local this holiday season. Shop small bags were distributed throughout the day by participating stores, which contained shop small

items and some with gift certificates.

Date11/30/19StatusCompletedPromotion TypeRetailSponsor(s)Vintage Iro

Vintage Iron
Driftless Style
Hatchlings & Hens
Peek-a-boo
Basket of Daisies
Runner's Flat
Chocolaterie Stam
Little Prairie Girl
Pepper Boutique
Kitchen Essentials
Miss Wonderful
Here's What's Poppin'

Jiva Salonspa Spotlight

Main Street Exchange

Pump Haus Scratch Twirl

Mountain Man Fruit & Nut

**LBL** 

LR Jewelers PurseNality Fig & Frolic Lotus and Lou Your CBD Store Mack & Mav

#### **Achievement**

#### ORGANIZATION - Activities

#### **ORGANIZATION - Activities 1**

Activity Name\* Partner Thank You

Description Committee members and staff make homemade goodies to give to our Cedar Valley

partners to thank them for all their efforts to support our organization throughout the year. Trays of goodies are hand delivered by a committee member to all city departments, city utilities with partificants and other significant groups who support CMS.

utilities, gift certificate sale sites, and other significant groups who support CMS

throughout the year.

Date 11/26/19 Status Completed

Activity Type Volunteer Development

**Achievement** 

# **OTHER - Training Sessions**

Who Attended Main Street Position Training Date Topic

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#### OTHER - Volunteer Hours Invested in Main Street

Volunteer Hours	Design	Economic Org Vitality	anization I	Promotion	Board of Directors	Program Volunteer	Total Volunteer Hours
Yes	228.0	24.0	90.0	1045.0	24.0	2.0	1413.0

#### Commentary

Design Commentary/Updates Community Main Street

DESIGN COMMITTEE MEETING AGENDA

Tuesday, November 19, 2019

Noon at CMS Office

Committee Members: Dave Schachterle, Julie Shimek, Thomas Connors, Tom Nagle, Mary Taylor, Don Blau, Dawn Wilson, Andrew Bell, Kara Shugar-Davis, Julie Etheredge, Iris Lehmann, Sally Timmer, Cody Heckenlaible, Jeremy Zehr, Jacob Bauer

Deck the Falls- Holiday Decorating

Anticipated Meeting Outcomes

Attendees will?

Assist with decorating downtown

Review the one sheet

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Economic Vitality/Business Improvement Commentary/Updates Economic Development Agenda

Wednesday, November 6th, 2019

CMS Office @ Noon

Committee Members: Lexie Heath (chair), Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Mark Kittrell, Danny Laudick, Sydney Lundgren, Lea Ann Saul, Lisa Rivera Skubal, Seth Chadwick, Pam Taylor CMS Staff: Carol Lilly, Maribel Barry

Welcome/ Introductions

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**New Businesses Hurts Donuts** Jam City Accreditation Checklist One Sheet/Other Anticipated Outcomes ? Committee members will: Identify new businesses in the district Complete the 2019 National Accreditation Checklist Discuss the One Sheet and projects Community Main Street Promo Meeting Agenda Tuesday, November 12, 2019 8:45am at CMS Janell, Barb, Betsy, Nicole, Miranda, Ranee, Becky, Emilee, Ann, Jenny Nelson, Jenny Popcorn, Lisa, Leah, Katie, Cindy, Lisa Event recap Trick or Treat **Downtown Ingredients** Upcoming events Shop Small All things Hoopla Holiday Hoopla Door Prize Parking Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Organization Commentary/Updates

Promotion

Commentary/Updates

Community Main Street

ORGANIZATION & DEVELOPMENT MEETING AGENDA



4/7/2020

**Program** 

recommend, etc.

Do you have board

president changes? **Board President** 

Salutation/First/Last

City/State/County/Zip

Phone/Extension/Fax

Name:

Title

Company **Address** Address 2

E-mail:

IowaGrants Tuesday, November 26th, 2019 Noon in the CMS Office Committee Members: Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Sarah Foster, Karen Oltman, Amber Munchoff, Phyllis Carter, Shay Caley, Sydney Lundgren Partner Thank You -Collect baked goods -Assemble trays at the CMS office -Distribute trays to all our partners Anticipated Outcomes ? Committee members will: Assist with baking and distributing Partner Thank You trays Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls. Commentary/Updates List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would Suggestions for state No If there is a board president change, please complete the following: Salutation First Name Last Name

County

Zip

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City

State

# Minutes, Community Main Street, Inc. Board of Director Meeting Tuesday, November 12, 2019 @ 12:00 p.m. Community Main Street Office

In Attendance: Amy Mohr-President; Lexie Heath—Secretary; Ty Kimble—Past President; Natalie Brown; Matt Dunning; Wynette Froehner; Clark Rickard; Stephanie Sheetz; Julie Shimek; Mark Showalter Liaisons: Carrie Eilderts; John Luzaich; Kim Manning; Jessica Rucker; Kelly Stern; Kathryn Sogard Staff: Carol Lilly, Kim Bear, Maribel Barry

- Welcome, Call to Order Mohr
- 2. Approval of Minutes Froehner moved for approval, Kimble seconded, all approved
- 3. Financial Report Lilly
  - a. We are still in good shape financially. Our SSMID check arrived in October as well. Expenses this past month were for events like Girls Night Out and Sip & Savor in Naked Spaces.
  - b. Froehner moved for approval, Heath seconded, all approved.
- 4. President's Report Mohr
  - a. The Board of Directors went through the Accreditation checklist as a group. CMS staff will answer the remaining questions. Once it is complete, CMS will e-mail the checklist to the group for approval.
  - b. The Employee handbook was sent to the group along with November's board packet. Please take a moment to review it and let us know of any questions or revision recommendations you may have.
  - c. Live to 9 is thinking of moving their event to the Plaza next year. Their thought is to have music playing on Fridays from 3pm-midnight and Saturdays from 6pm-midnight. They would have a food vendor area (we advised that they go through downtown restaurants first) and they would be requesting road closures for those days during their summer event dates. There was no opposition from the board.
  - d. The MSI training in CF will be on 3/10 & 3/11 next year. We would need a committee to assist in planning this event! We want to make a good impression and showcase Cedar Falls, so we need your help. Please let Carol know if you are interested in joining!
- 5. Committee Program of Work Report
  - a. Economic Development
    - i. Jam City and Hurts Donut are new businesses. The committee discussed building relationships with property owners.
  - b. Design
    - i. The committee will not have a meeting this month because they will be helping at Deck the Falls next week!
  - c. Org & Development
    - i. The committee is gearing up for Partner Thank You. If you would like to make some baked items, please let us know!
  - d. Promotion
    - i. We will be providing an interactive game experience for the public during Holiday Hoopla this year. The app is called Door Prize and with the app, individuals will go to participating stores and scan a picture (which is a QR code). Once they take a picture at that store, it will automatically enter them into a drawing for a prize. CMS is putting together a list for those businesses who want to participate. It is not limited to retailers!

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- a. The Bi-annual report was submitted last month and was included in the e-mail with the board packet.
- b. The Challenge Grant awards took place on 11/7 and the Leepers were awarded \$75,000 for their project at 203 & 205 Main Street.
- MSI Training update/National Conference Scholarship opportunity- the conference will be in Dallas, TX.
- d. Main Street Iowa Awards submissions are due in January.

#### 7. Liaison Updates -

- a. CF Tourism's Visitor Guide will be release in January. They will also be recruiting volunteers on Tuesday, 1/14 and will be distributing community betterment grants.
- b. The CF Historical Society will be showcasing Daily Life in the Industrial US1870-1900 on 11/16 and Holiday Homes of Hope on 12/8.
- c. The Oster Regent Theatre is halfway through replacing their doors and windows. Holiday Inn beginning 12/6 and the Brazilian Twins on 12/21.
- d. The Library will be making cocoa and giving out cookies during trolley rides. Kelly also mentioned that they have a special announcement that will be made on 1/1!
- e. Shop Downtown Loo started on 11/9 takes place every Saturday from 11am-5pm until 12/21.
- 8. Good of the Order was given
- 9. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

# Community Main Street Director's Staff Report for November 2019:

#### Staff Activities:

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
  - Deck the Falls
  - Partner Thank You
  - HH Kick Off
  - Window Contest judging
  - Small Business Saturday
  - Sculpture Tree installation
- Holiday Hoopla event planning meetings, sub-committee meetings, etc.
- Met with Ron Gaines
- Attended Challenge Grant award ceremony in Des Moines
- Attended Driftless Style Grant opening and ribbon cutting
- Attended public meeting for streetscape project
- Impact of tourism related activities sub-committee participation
- Met with Stephane Sheetz
- Reviewed employee handbook made recommendation to exec to update
- Planning meeting for Draft Day
- Wrote and submitted Economic Development Grant application
- Wrote and submitted Façade Grant application
- Met with property owner about a potential major renovation project; planned Main Street lowa Design Consult meeting in Dec.
- Attended Your CBD Store ribbon cutting
- Met with Institute of Decision Making reps on a research project for CMS/Tourism
- Attended meeting with Main Street Waterloo, Main Street Waverly on regional topics
- Attended VIP soft opening of ROXXY
- Met with two property owners on downtown related items
- Attended Grow Cedar Valley/Debi Durham IEDA presentation
- Met with Hampton Inn ownership group and Mark Kittrell to discuss the River Enhancement project and other downtown topics
- · Attended Jam City grand opening
- Attended 100 E 2nd Street building open house
- Hosted dining and nightlife merchant meeting
- Attended Kate & Company 25th Anniversary event
- Met with Christian Gray about a new downtown event he is organizing
- Met with Kevin Cross on streetscape project bench plaque update
- Coordinated sculpture tree set up planning with city staff; Nagle Signs; HH team
- Met with several media representatives about Holiday Hoopla advertising

- Facilitated CMS review of visioning document; compiled recommendations and presented it to city staff prior to council; Attended council meeting to voice CMS support
- Finalized direct mail postcard design
- Monthly meeting with Ron Gaines
- Parking Technical Committee participation and projects
- Promoted downtown shuttle
- KWWL noon news live interview
- Completed and submitted monthly reporting to Main Street Iowa

**Community Event Representation:** Parking Committee (x1); Park & Rec.; City Council meeting (x1); Cedar Falls Tourism & Visitor Bureau board meeting;

#### **Staff Priorities for December:**

- Holiday Hoopla
- Continue open container research
- Cultural District Renewal report
- Accreditation checklist

### **CEDAR FALLS COMMUNITY MAIN STREET** FY20 STRATEGIC GOALS ONE-SHEET **Activities through November**

Callabarativa	DICTRICT		ougn November	DADIUNG	ANINILIAL TACKS
Collaborative	DISTRICT	BUSINESS	CONVENIENCE	PARKING	ANNUAL TASKS
effort with	AESTHETIC	FRIENDLY	District accessibility,	Positive impact on	Ongoing operational
business owners,	Positive look and	ENVIRONMENT	functional side of district aesthetics	the parking	activities
property owners,	feel of the district	Supportive business	uistrict destrietics	experience downtown	
& city to achieve		community and		downtown	
goals		strong business mix			
BOARD OF DIRECTORS	Review and implement MSI exchange visit recommendations	Deliberate business visitation program			<ul> <li>MSI annual checklist</li> <li>Budget</li> <li>October bi-annual report</li> <li>City grant requests</li> <li>April bi-annual report</li> <li>Staff review</li> <li>Attend city council meetings</li> <li>Review/update program policies &amp;</li> </ul>
ECONOMIC DEVELOPMENT	✓ Challenge Grant submission FY20	<ul> <li>New business visits (x9)</li> <li>Open 4 Business 2020</li> <li>Plan &amp; execute 2 deliberate actions to help fill vacant storefronts (Naked Spaces Tour with Org.)</li> <li>Establish Founder Peer Groups (with Red Cedar)</li> <li>✓ Co-starter new business training (with Red Cedar)</li> </ul>	Promote store accessibility during construction	Promote shuttle bus use     Street signs     Prizes     Social media	MSI annual checklist     Track/collect business stats     Update business welcome packet
DESIGN	<ul> <li>Façade review (x9)</li> <li>Fall clean up day</li> <li>Spring clean up day</li> <li>Banner (1 new set)</li> <li>Seasonal beautification (Flowers, Funtober, Holiday)</li> </ul>	<ul> <li>Façade grant program (3 approved)</li> <li>Update review checklist</li> <li>Overlay awareness brochure</li> <li>Historic preservation education</li> </ul>	Wayfinding within district	Parking lot cleanliness & maintenance program	MSI annual checklist
ORGANIZATION & DEVELOPMENT	Flower fundraiser     (Hops with Promo)	<ul> <li>✓ Partner thank you</li> <li>Volunteer recognition party</li> <li>Main Street lowa award nominations</li> <li>Annual fundraiser (Naked Spaces Tour with ED)</li> </ul>			<ul> <li>MSI annual checklist</li> <li>Build local program awareness through community outreach</li> <li>Friends campaign (100% board participation)</li> <li>Annual meeting</li> <li>Update "About CMS" packet</li> </ul>

### **CEDAR FALLS COMMUNITY MAIN STREET** FY20 STRATEGIC GOALS ONE-SHEET **Activities through November**

Collaborative	DISTRICT	BUSINESS	CONVENIENCE	PARKING	ANNUAL TASKS
effort with business owners, property owners, & city to achieve goals	AESTHETIC  Positive look and feel of the district	FRIENDLY ENVIRONMENT Supportive business community and strong business mix	District accessibility, functional side of district aesthetics	Positive impact on the parking experience downtown	Ongoing operational activities
PROMOTIONS	Hops (Flower fundraiser)	<ul> <li>Calendar of Event mailing (x2)         √Winter &amp; Spring</li> <li>Update         ARTapalooza event</li> <li>✓ Evaluate Fondo; repeat or drop</li> <li>Show &amp; Shine</li> <li>Movies Under the Moon (FY20)</li> <li>Holiday Hoopla         √Kick off         √Small Bus. Sat.         Breakfast with Santa         Jingle &amp; Mingle         Hoopla Cheer         Frosty 5K         Baby It's Cold         Movie Magic         Coloring Contest         Window Contest         Trolley Rides         Letters to Santa</li> </ul>	Promote ShopWhereILive.com	Positive, consistent message (new parking brochure)	<ul> <li>MSI annual checklist</li> <li>✓ Visitor Guide ad</li> <li>✓ GBPAC ad</li> <li>Tourism co-op ads</li> <li>✓ Shop/Dine like a local maps</li> <li>✓ Kiosk map</li> <li>Kiosk flyers (weekly)</li> <li>Evaluate brochure for possible updates</li> <li>✓ Little Village coop ads with the Hearst (x2)</li> <li>Newsletter (x11)</li> </ul>
PROMOTIONS: Retail & Nightlife		<ul> <li>Sidewalk Sales</li> <li>✓ Panther PAWty</li> <li>Funtober promo         <i>Trick or Treating</i></li> <li>✓ Fall Girls Night         Out</li> <li>✓ Holiday Shop Hop</li> <li>✓ Small Business         Saturday</li> <li>Downtown Delights</li> <li>Spring Shop Hop</li> <li>Spring Girls Night         Out</li> <li>St. Patrick's Day         event</li> <li>Love Rocks</li> </ul>	Business hours     Activate Sidewalks		Cooperative advertising opportunities (TV, coupons, etc)



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Item 14.

# **Status Report**

#### 1987-MS-001-Cedar Falls

**Downtown Resource Center** 

Award Year: 1987

Contract Number: 1987-MS-001

**Status Report** Number:

72

Submitted By:

Community Main Street Inc

**Submitted Date:** 

01/13/2020

**Status Report** 

Type:

Monthly

Title

December 2019

Report Period

12/01/2019 12/31/2019

From Date To Date

# **Primary Contact and Organization**

**Primary Contact** 

CAROL.LILLY@IOWAID

AnA User Id First Name\*

Community Main

Street Inc

First Name

Middle Name Last Name

Title:

**Executive Director** 

Email:\*

director@communitymainstreet.org

Address:\*

310 E 4th St

City\*

Cedar Falls

319-429-0468

Iowa State/Province

50613

Postal Code/Zip

Ext.

Phone:\*

**Program** 

Area of Interest\* Downtown Resource Center

Fax:

# Organization Information

Organization

Status:

Name:\*

Community Main Street, Inc.

Organization

Type:\*

Non-Profit Organization

Approved

DUNS:

Organization

Website:

communitymainstreet.org

Address:

Community Main Street

206 Main Street, Suite B

Cedar Falls

lowa State/Province

50613 Postal Code/Zip

Phone:

319-277-0213

Ext.

Fax:

# DESIGN - Projects Completed / In-Progress

**DESIGN - Projects Completed / In-Progress 1** 

Project Type\*

Rehab Existing Building

Building/Business Name Icon Donuts

Address 200 W 1st Street Ste 103

Status In-progress
Private Amount Invested \$85,000.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$85,000.00

Comments Buildout of 1610 SF w/ shared bathrooms

**DESIGN - Projects Completed / In-Progress 2** 

Project Type\* Rehab Existing Building
Building/Business Name Oster Regent Theatre
Address 103 Main Street
Status Completed
Private Amount Invested \$65,000,00

Private Amount Invested \$65,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$65,000.00

Comments Replace doors & windows in front 1st floor

**DESIGN - Projects Completed / In-Progress 3** 

Project Type\* Rehab Existing Building

Building/Business Name Jacobson Financial Services

Address 411 Clay Street
Status Completed
Private Amount Invested \$9,988.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$9.988.00

Comments Breakroom remodel

**DESIGN - Projects Completed / In-Progress 4** 

Project Type\* New Construction

Building/Business Name Formerly Wells Fargo

Address 302 Main Street

Status In-progress

Private Amount Invested \$5,400,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,400,000.00

**Comments** Foundation only for new office bldg https://www.iowagrants.gov/getStatusReportPrintPreview.do?documentPk=1578590496456

164

**DESIGN - Projects Completed / In-Progress 5** 

Project Type\* Rehab Existing Building

Building/Business NameSnap FitnessAddress401 Main StreetStatusIn-progressPrivate Amount Invested\$3,500.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$3,500.00

Comments Install 10'x19' wall for gym Shakery business

**DESIGN - Projects Completed / In-Progress 6** 

Project Type\* Rehab Existing Building

Building/Business Name Caboose Stop Hobbies

Address 301 Main Street

Status Completed

Private Amount Invested \$5,500.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$5,500.00

Comments Repair siding at bay window bump out

**DESIGN - Projects Completed / In-Progress 7** 

Project Type\* Rehab Existing Building
Building/Business Name Prestige WW LLC
Address 203 Main Street
Status In-progress
Private Amount Invested \$460,038.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$460,038.00

Comments Remodel exterior facade, 1st floor, and new roof

**DESIGN - Projects Completed / In-Progress 8** 

Project Type\* Rehab Existing Building

Building/Business Name Arabella

Address 200 W. 1st Street

Status In-progress

Private Amount Invested \$500.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

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\$8,000,000.00

Invested

Total Amount Invested \$500.00

Comments Finish 1st flr common area, rooftop deck, basement

**DESIGN - Projects Completed / In-Progress 9** 

Project Type\*New ConstructionBuilding/Business NameRiver Place MU2Address122 E 2nd StreetStatusIn-progress

Private Amount Invested

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$8,000,000.00

Comments

**DESIGN - Projects Completed / In-Progress 10** 

Project Type\* New Construction

Building/Business Name Accel Group

Danaing/Daoineoo Name Accel Gloup

Address 100 E 2nd Street Ste 205

StatusCompletedPrivate Amount Invested\$58,331.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$58,331.00

Comments Tenant build out for 3 offices and 1 training room

**DESIGN - Projects Completed / In-Progress 11** 

Project Type\* New Construction

Building/Business Name Dahlstrom Real Estate, Inc

Address 200 W. 1st Street
Status In-progress
Private Amount Invested \$5,991,099.00
Source of Funds private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$5,991,099.00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

**DESIGN - Projects Completed / In-Progress 12** 

Project Type\* New Construction
Building/Business Name River Place MU2
Address 100 E 2nd Street
Status In-progress
Private Amount Invested \$49,500.00
Source of Funds Private
Public Amount Invested \$0.00

166

**Public Investment Source** 

\$0.00 **Grant Amount Invested** 

Source of Grant Funds Invested

**Total Amount Invested** \$49,500.00

Comments Floor infill, metal beams, steel deck, concrete

**DESIGN - Projects Completed / In-Progress 13** 

Project Type\* Rehab Existing Building **Building/Business Name** Blue Room Lounge Address 201 Main Street Status In-progress

**Private Amount Invested** \$18,800.00 Source of Funds Private **Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

**Source of Grant Funds** 

Invested

**Total Amount Invested** \$18,800.00

Comments Remove & replace roof

#### **DESIGN - Building Sold**

Address **Current Use Future Use Amount of Sale Building/Business Name** 

#### ECONOMIC VITALITY- Business

# of FT Jobs # of PT Jobs **Business Name** Address **Business Status Business Type** Food Establishment 2 2 111 Main Street tata yaya New

#### ECONOMIC VITALITY - New Housing

Address **Housing Type** # of Units Monthly Rent or Purchase Price Purchase/Rent?

#### PROMOTION - Events

**PROMOTION - Events 1** 

**Promotion Name\*** Jingle & Mingle

Description Jingle & Mingle provides our downtown merchants the ability to showcase their stores for

the holiday season. There are also other activities that take place such as visiting Santa

at his workshop, pictures with different characters, and trolley rides.

Date 12/5/19 **Status** Completed **Promotion Type** Retail

Sponsor(s) Veridian and Coldwell Banker, Trapp Realtors for trolley rides.

**Achievement** 

167

#### **PROMOTION - Events 2**

Promotion Name\* Breakfast at the North Pole

**Description**The public was invited to attend a pancake breakfast at the Cedar Falls Community

Center. Santa and many costumed characters were there to interact with the children.

Date 12/7/2019
Status Completed
Promotion Type Special Event

Sponsor(s) Varney & Associates, Veridian Credit Union, Martin Brothers

**Achievement** 

#### **PROMOTION - Events 3**

Promotion Name\* Holiday Hoopla ongoing events

Description Ongoing events included:

People's Choice window contest voting

Santa's workshop/Visit Santa Horse drawn trolley rides Holly Trolley rides

Coloring contest

Santa 50613 (volunteers respond to letters dropped in Santa's mailbox with a

handwritten, personal reply) Salvation Army toy drive

Nightly light show at Santa's workshop Caroler and costume character appearances

DateAll of DecemberStatusCompletedPromotion TypeSpecial Event

Sponsor(s) See support documents

**Achievement** 

#### **PROMOTION - Events 4**

Promotion Name\* Hoopla Cheer

**Description** The bars and restaurants created specialty holiday beverages. Guests voted for their

favorite.

Date12/12/19StatusCompletedPromotion TypeSpecial Event

Sponsor(s) The Landmark, Bar Winslow, Wilbo Burgers Brats & Beers, The Horny Toad American

Bar and Grill, Cypress Lounge, Berk's Main St Pub, Urban Pie, Pump Haus, Tony's La Pizzeria, The Brass Tap - Cedar Falls, Whiskey Road Tavern & Grill, SingleSpeed

Brewing Co., Roxxy Cedar Falls, The Stuffed Olive Cedar Falls

#### **Achievement**

#### **PROMOTION - Events 5**

Promotion Name\* Santa's Beard Contest

Description A contest was held to determine winners in a variety of categories such as Best Santa

Beard, Best mustache, and longest beard.

Date12/12/19StatusCompletedPromotion TypeSpecial EventSponsor(s)Kate & Co.

Achievement

#### **PROMOTION - Events 6**

Promotion Name\* Movie Magic

**Description** A free family movie, Happy Feet, was shown at the Oster Regent Theatre. The winners of

the coloring contest were announced at this event.

Date 12/21/19
Status Completed
Promotion Type Special Event
Sponsor(s) Mudd Advertising

168

**Achievement** 

**PROMOTION - Events 7** 

Promotion Name\* Ugly Sweater Contest

**Description** The public was invited to show off their ugliest holiday attire and visit the Cedar Falls

Downtown District. This event took place at a bar downtown, Berk's.

Date12/12/19StatusCompletedPromotion TypeSpecial Event

Sponsor(s) Berk's & downtown bars

Achievement

**PROMOTION - Events 8** 

Promotion Name\* Frosty 5K

Description A 5K run/walk was held downtown. Participants were encouraged to dress in holiday

costumes

Date12/14/19StatusCompletedPromotion TypeSpecial Event

Sponsor(s) Threshold Pace Timing

**Achievement** 

**PROMOTION - Events 9** 

Promotion Name\* Baby, It's Cold Outside

**Description** Ice sculptors create delicate works of art with their chainsaws. This is an amazing sight to

see as large chunks of ice become recognizable right before your eyes. In addition to the ice sculptors, the public was invited to enjoy free s'mores and reindeer games for the

whole family.

Date12/19/19StatusCompletedPromotion TypeSpecial Event

Sponsor(s) Dalton, Hidden Valley Property, Vintage Iron, Scratch Cupcakery, Hatchling & Hens,

Purse-N-ality, Main Street Sweets, Pump Haus, The Runners Flat.

Achievement

#### **ORGANIZATION - Activities**

**ORGANIZATION - Activities 1** 

Activity Name\* Volunteer Appreciation Planning

Description Our Organization & Development committee met to plan our Volunteer Appreciation event

that will take place in February.

Date 12/9/19
Status Completed

Activity Type Volunteer Development

**Achievement** 

#### OTHER - Training Sessions

Who Attended Main Street Position Training Date Topic

Carol Lilly Executive Director 12/03/2019 MSI Executive Director Training
Kim Bear Events & Promotions Coordinator 12/04/2019 Cedar Valley Leadership Institute

169

#### OTHER - Volunteer Hours Invested in Main Street

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Volunteer Hours	Design	Economic Orga Vitality	C Organization Promotion		Board of Directors	Program Volunteer	Total Volunteer Hours
Yes	15.5	19.0	7.0	1353.0	24.0	4.5	1423.0

#### Commentary

Design Commentary/Updates

Community Main Street

DESIGN COMMITTEE MEETING AGENDA

Friday, December 20, 2019

Noon at CMS Office

Committee Members: Dave Schachterle, Julie Shimek, Thomas Connors, Tom Nagle, Mary Taylor, Don Blau, Dawn Wilson, Andrew Bell, Kara Shugar-Davis, Julie Etheredge, Sally Timmer, Cody Heckenlaible, Jeremy Zehr, Jacob Bauer, JD Atodaria

One Sheet Review

Banners ? Dave

Holiday decorations tear down date

Design Reviews

Historic Preservation Training? Main Street Iowa

**Training Topic** 

**Date Options** 

Façade Program

Simplified Market Piece

Outreach

**Anticipated Meeting Outcomes** 

Attendees will?

Review the One Sheet

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Review and provide feedback on proposed projects using the checklist, if applicable

Choose Historic Preservation Training Topic & dates

Discuss the façade program

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Economic Vitality/Business Improvement Commentary/Updates

Economic Development Agenda

Wednesday, December 4th, 2019

CMS Office @ Noon

Committee Members: Lexie Heath (chair), Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Mark Kittrell, Danny Laudick, Lea Ann Saul, Lisa Rivera Skubal, Seth Chadwick, Pam Taylor CMS Staff: Carol Lilly, Maribel Barry

Welcome/ Introductions

Review of Strategic Goals - One Sheet

**Business changes** 

Roxxy (open)

Accel (location change)

Others?

**IDM** Update

Other

Anticipated Outcomes ? Committee members will:

Identify new businesses in the district

Identify action items to advance strategic goals/one sheet items

Determine committee lead for each identified activity

Review business changes and plan welcome visit(s)

Promotion Commentary/Updates

Community Main Street

PROMOTIONS MEETING AGENDA

Wednesday, December 4, 2019

8:00am in the CMS Office

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Committee Members: Gretchen Behm, Vicki Collum, Beth LaVelle, Mike Reyhons, Kirsten Jegsen, Ashley Ungs, Dianne Harms, Kayla Toale, Nicole Knebel

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Review Strategic Goals

Shop Where I Live

Update and Redesign of pamphlets

Promotions of CMS as an entity

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

# Organization Commentary/Updates

Community Main Street

ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, December 9th, 2019

Noon in the CMS Office

Committee Members: Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Sarah Foster, Karen Oltman, Amber Munchoff, Phyllis Carter, Shay Caley

One Sheet Review

Main Street Iowa Awards

Main Street Iowa conference? March

Evening prior to day one

Conference hospitality (food)

Welcome bags for attendees

Evening #1 hospitality hour, activity, networking dinner

Local presentation

Local tour(s)

Volunteer Appreciation? February

Other

Item 14.

<b>Anticipated Outcomes</b>	?	Committee	members	will
-----------------------------	---	-----------	---------	------

Evaluate committee workplan for  $\frac{1}{2}$  of fiscal year and determine priorities for the last  $\frac{1}{2}$  of the year

Determine MSI award nominations

Assign sub-chairs for MSI conference in March

Set volunteer appreciation date and theme

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Program Commentary/Updates

CMS Staff began to prepare for the Main Street Iowa Spring Conference by recruiting volunteers.

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

Suggestions for state

staff:

Do you have board president changes?

No

#### **Board President**

If there is a board president change, please complete the following:

Salutation/First/Last

Name:

Salutation First Name Last Name

Title

Company

Address

Address 2

City/State/County/Zip

City State County Zip

E-mail:

Phone/Extension/Fax

Phone Ext. Fax

Item 14.

# Minutes, Community Main Street, Inc. Board of Director Meeting Tuesday, December 10, 2019 @ 12:00 p.m. Community Main Street Office

In Attendance: Crystal Ford- President Elect; Lexie Heath–Secretary; Dan Lynch-Treasurer; Ty Kimble–Past President; Natalie Brown; Matt Dunning; Wynette Froehner; Audrey Kittrell; Stephanie Sheetz; Julie Shimek; Mark Showalter Liaisons: Craig Berte; Cary Darrah; Carrie Eilderts; Jessica Rucker; Kelly Stern Staff: Carol Lilly, Kim Bear, Maribel Barry, Larry Wessels

- 1. Welcome, Call to Order Ford
- 2. Approval of Minutes Froehner moved for approval, Kimble seconded, all approved
- 3. Financial Report Lynch
  - a. We are still on track and doing well. Income for November consisted of retail co-op payments, streetscape installments, and sponsorships for Holiday Hoopla. Expenses consisted of the printing of new downtown maps, winter postcard mailer, and Holiday Hoopla expenses.
  - b. Froehner moved for approval, Shimek seconded, all approved

#### 4. President's Report - Ford

- a. Employee handbook update The benefits section will now state that employees that have earned \$5,000 in any two preceding calendar years and that are expected to earn \$5,000 or more in the following year are eligible to participate in a retirement plan with up to a 3% organizational match.
  - i. Kimble moved for approval, Sheetz seconded, all approved.
- b. Mission Statement/Vision Statement In vision statement, it was suggested that we look into revising the fifth paragraph.
- c. Accreditation checklist is due on January 6th.

#### Committee Program of Work Report -

- a. Economic Development
  - i. CMS is partnering with Red Cedar for Co-Starter Training. We plan to have an informational meeting on January 15<sup>th</sup>.
- b. Design
  - i. We decorated for Holiday Hoopla in November. New hubs, light poles, and bench plaques have been installed.
- c. Org & Development
  - We will be holding our Friends campaign in February and will have volunteer appreciation on February 19. The committee will be assisting in the Spring MSI Conference that will be hosted by Cedar Falls.
- d. Promotion
  - i. The committee will be transition to four meetings a year. They will focus on promoting Shop Where I live and evaluate how to promote CMS as an entity.

#### 6. Staff Report – Lilly

- a. A bar/restaurant meeting was held at the CMS office with Mark Miller to discuss concerns with parking.
- b. MSI will be in town December 11 for two design consults.
- c. Annual report due date has been moved to February 1st

#### 7. Liaison Updates –

- a. Grow Cedar Valley will be hosting a Pre-Legislative Reception at Isle Casino with Cedar Valley representatives. Leadercast women was very successful and will be hosting it again next fall.
- b. Main Street Waterloo is planning to replace two bridges. Mayors from across the country recently visited Waterloo.

Item 14.

- c. The CF Library will be fine-free beginning in the new year. This includes everythir except the Library of Things.
- d. The CF Historical Society will be holding the Ice Harvest Festival on February 1st.
- e. CF Police Department: Cameras are continuing to be installed and improved on College Hill and downtown.
- 8. Good of the Order was given.
- 9. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

# Community Main Street Director's Staff Report for December 2019:

#### **Staff Activities:**

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
  - Holly Trolley prep
  - Jingle & Mingle
  - Breakfast with Santa
  - Hoopla Cheer
  - Frosty 5K
  - Baby It's Cold Outside
  - Movie Magic
  - Trolley rides
  - Letters to Santa
  - Workshop corner
  - Characters and Carolers
- Attended Main Street Iowa optional training for directors (co-starter)
- Facilitated open container discussion with Iowa City Downtown Partners and Iowa City assistant city administrator
- Assisted Hearst Center with RFP draft
- Met with Darlene Strachen from Main Street Iowa to review host city requirments for conference planning
- Impact of tourism related activities sub-committee participation
- Met with Stephane Sheetz
- Planning meeting for Volunteers on Tap
- Facilitated Main Street Iowa Design Consult meeting for two property owners
- Presented to Cedar Valley Rotary club
- Met with Jenny Leeper to enhance relationship UNI Admissions Department
- Worked with tourism to host event planning guide meeting
- Met with Carson Wirtz regarding a proposed Eagle Scout project for exterior improvements to the office property (trail connections)
- Attended All Dolled Up Grand Re-opening
- Met with Dave Deaver on parking items
- Met with Kelly Murphy, Hawkeye Hotels
- Met with Accel Group representatives to review partnership and volunteer options
- Met with restaurant owner who owns multiple businesses to learn about business trends in the Cedar Valley (other meetings scheduled)
- Hosted dining and nightlife merchant meeting with council rep Mark Miller
- Coordinated Exec and Mayor Green introductory meeting
- Hosted meeting for possible new downtown event (2021)
- Finished accreditation paperwork

- Parking Technical Committee participation and projects
- Promoted downtown shuttle
- KWWL noon news live interview
- Completed and submitted monthly reporting to Main Street Iowa

**Community Event Representation:** Tim Reinders and Terry Poe Bushkamp's retirement gathering; Pre-legislative Reception; Grow Cedar Valley Affiliates meeting; Parking Committee (x1); Park & Rec.; City Council meeting (x1); Cedar Falls Tourism & Visitor Bureau board meeting;

# **Staff Priorities for January:**

- Main Street Iowa Award nominations
- Volunteer appreciation event
- Cultural District Renewal report

#### CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities through December

Collaborative	DISTRICT	BUSINESS	convenience	PARKING	ANNUAL TASKS
effort with business owners, property owners, & city to achieve goals	AESTHETIC  Positive look and feel of the district	FRIENDLY ENVIRONMENT Supportive business community and strong business mix	District accessibility, functional side of district aesthetics	Positive impact on the parking experience downtown	Ongoing operational activities
BOARD OF DIRECTORS	Review and implement MSI exchange visit recommendations	Deliberate business visitation program			✓ MSI annual checklist     ✓ Budget     ✓ October biannual report     ✓ City grant requests     ✓ April biannual report     Staff review     ✓ Attend city council meetings     Review/update program policies & procedures
ECONOMIC DEVELOPMENT	• VChallenge Grant submission FY20	New business visits (x9) Open 4 Business 2020 Plan & execute 2 deliberate actions to help fill vacant storefronts (Naked Spaces Tour with Org.) Establish Founder Peer Groups (with Red Cedar)  Co-starter new business training (with Red Cedar)	Promote store accessibility during construction	Promote shuttle bus use     ✓ Street signs     ✓ Prizes     ✓ Social media	<ul> <li>✓MSI annual checklist</li> <li>Track/collect business stats</li> <li>Update business welcome packet</li> </ul>
DESIGN	<ul> <li>Façade review (x10)</li> <li>Fall clean up day</li> <li>Spring clean up day</li> <li>Banner (1 new set)</li> <li>Seasonal beautification (Flowers, Funtaber, Holiday)</li> </ul>	Façade grant program (3 approved)     ✓ Update review checklist     ✓ Overlay awareness brochure     Historic preservation education	Wayfinding within district	Parking lot cleanliness & maintenance program	•   MSI annual checklist
ORGANIZATION & DEVELOPMENT	Flower fundraiser (Hops with Promo)	✓ Partner thank you     Volunteer recognition party     Main Street Iowa award nominations     ✓ Annual fundraiser (Naked Spaces Tour with ED)			<ul> <li>MSI annual checklist</li> <li>Build local program awareness through community outreach</li> <li>Friends campaign (100% board participation)</li> <li>Annual meeting</li> <li>Update "About</li> </ul>

#### CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities through December

					CMS" packet
Collaborative effort with business owners, property owners, & city to achieve goals	DISTRICT AESTHETIC Positive look and feel of the district	BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix	CONVENIENCE District accessibility, functional side of district aesthetics	PARKING  Positive impact on the parking experience downtown	ANNUAL TASKS Ongoing operational activities
PROMOTIONS	Hops (Flower fundraiser)	Calendar of Event mailing (x2)  ✓Winter & Spring  Update  ARTapalooza event  ✓ Evaluate Fondo; repeat or drop  Show & Shine  Movies Under the Moon (FY20)  ✓ Holiday Hoopla  ✓ Kick off  ✓ Small Bus. Sat.  ✓ Breakfast with Santa  ✓ Jingle & Mingle  ✓ Hoopla Cheer  ✓ Frosty 5K  ✓ Baby It's Cold  ✓ Movie Magic  ✓ Coloring Contest  ✓ Window Contest  ✓ Window Contest  ✓ Trolley Rides  ✓ Letters to Santa	Promote ShopWherelLive.com	Positive, consistent message (new parking brochure)	✓ MSI annual checklist     ✓ Visitor Guide ad     ✓ GBPAC ad     Tourism co-op ads     ✓ Shop/Dine like a local maps     ✓ Kiosk map     Kiosk flyers (weekly)     Evaluate brochure for possible updates     ✓ Little Village co-op ads with the Hearst (x2)     Newsletter (x11)
PROMOTIONS: Retail & Nightlife		√Sidewalk Sales     √Panther PAWty     Funtober promo     Trick or Treating     √Fall Girls Night     Out     √Holiday Shop Hop     √Small Business     Saturday     Downtown Delights     Spring Shop Hop     Spring Girls Night     Out     St. Patrick's Day     event     Love Rocks	Business hours     Activate Sidewalks		Cooperative advertising opportunities (TV, coupons, etc)



IowaGrants.gov

Item 14.

# **Status Report**

#### 1987-MS-001-Cedar Falls

#### **Downtown Resource Center**

Award Year: 1987

Contract Number: 1987-MS-001

**Status Report** 

Number:

73

Submitted By:

Kim Bear

**Submitted Date:** 

02/19/2020

**Status Report** 

Type:

Monthly

Title

January 2020

Report Period

01/01/2020 01/31/2020

From Date To Date

# **Primary Contact and Organization**

**Primary Contact** 

CAROL.LILLY@IOWAID

AnA User Id First Name\*

Community Main

First Name

Street Inc Middle Name Last Name

Title:

**Executive Director** 

Email:\*

director@communitymainstreet.org

Address:\*

310 E 4th St

City\*

Cedar Falls

Iowa State/Province 50613 Postal Code/Zip

Ext.

Phone:\*

319-429-0468

**Program** Area of

Interest\*

Downtown Resource Center

Fax:

# Organization Information

Organization

Status:

Approved

Name:\*

Community Main Street, Inc.

Organization

Type:\*

Non-Profit Organization

DUNS:

Organization

Website:

communitymainstreet.org

Address:

Community Main Street

206 Main Street, Suite B

Cedar Falls

lowa

State/Province

50613 Postal Code/Zip

Phone:

319-277-0213

Ext.

Fax:

# DESIGN - Projects Completed / In-Progress

**DESIGN - Projects Completed / In-Progress 1** 

Project Type\*

Rehab Existing Building

Building/Business NameBlue Room LoungeAddress201 Main StreetStatusIn-progress

Private Amount Invested \$18,800.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$18,800.00

Comments Remove & replace roof

**DESIGN - Projects Completed / In-Progress 2** 

Project Type\* New Construction
Building/Business Name River Place MU2
Address 100 E 2nd Street
Status In-progress
Private Amount Invested \$49,500.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$49,500.00

Comments Floor infill, metal beams, steel deck, concrete

**DESIGN - Projects Completed / In-Progress 3** 

Project Type\* New Construction

Building/Business Name Dahlstrom Real Estate, Inc

Address 200 W. 1st Street
Status In-progress
Private Amount Invested \$5,991,099.00

Source of Funds private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,991,099.00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

**DESIGN - Projects Completed / In-Progress 4** 

Project Type\* New Construction
Building/Business Name River Place MU2
Address 122 E 2nd Street
Status In-progress
Private Amount Invested \$8,000,000.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$8,000,000.00

https://www.iowagrants.gov/getStatusReportPrintPreview.do?documentPk=1580406005257

Comments

181

**DESIGN - Projects Completed / In-Progress 5** 

Project Type\* Rehab Existing Building

Building/Business Name Arabella

Address 200 W. 1st Street

StatusIn-progressPrivate Amount Invested\$500.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$500.00

Comments Finish 1st flr common area, rooftop deck, basement

**DESIGN - Projects Completed / In-Progress 6** 

Project Type\* Rehab Existing Building

Building/Business NamePrestige WW LLCAddress203 Main StreetStatusIn-progressPrivate Amount Invested\$460,038.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$460,038.00

Comments Remodel exterior facade, 1st floor, and new roof

**DESIGN - Projects Completed / In-Progress 7** 

Project Type\* Rehab Existing Building

Building/Business Name Snap Fitness
Address 401 Main Street
Status Completed
Private Amount Invested \$3,500.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$3,500.00

Comments Install 10'x19' wall for gym Shakery business

**DESIGN - Projects Completed / In-Progress 8** 

Project Type\*New ConstructionBuilding/Business NameFormerly Wells FargoAddress302 Main Street

Status In-progress
Private Amount Invested \$5,400,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,400,000.00

Comments Foundation only for new office bldg

**DESIGN - Projects Completed / In-Progress 9** 

Project Type\* Rehab Existing Building

**Building/Business Name** Icon Donuts

Address 200 W 1st Street Ste 103

StatusIn-progressPrivate Amount Invested\$85,000.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$85,000.00

Comments Buildout of 1610 SF w/ shared bathrooms

**DESIGN - Projects Completed / In-Progress 10** 

Project Type\* Rehab Existing Building

Building/Business NameViking PumpAddress406 State StreetStatusIn-progressPrivate Amount Invested\$87,500.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$87,500.00

Comments Construct new quality control room inside building

DESIGN - Projects Completed / In-Progress 11

Project Type\* Rehab Existing Building
Building/Business Name Double Tap Arcade
Address 312 Main Street
Status In-progress
Private Amount Invested \$46,000.00
Source of Funds Private

\$0.00

Public Amount Invested
Public Investment Source

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$46,000.00

**Comments** 2 ADA baths, new bar, ramp, raised floor, hip roof

#### **DESIGN - Building Sold**

Building/Business Name Address Current Use Future Use Amount of Sale

#### **ECONOMIC VITALITY- Business**

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Business Name	Address	<b>Business Status</b>	Business Type	# of FT Jobs	# of PT Jobs
The Shakery Smoothie Bar	401 Main Street	New	Food Establishment	1	3
West Quality Air Systems	124 W. 4th Street	New	Retail	2	
In Form Creations	604 Clay Street	New	Service	9	

#### **ECONOMIC VITALITY - New Housing**

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

#### **PROMOTION - Events**

#### **ORGANIZATION - Activities**

#### **ORGANIZATION - Activities 1**

Activity Name\* Volunteers On Tap

**Description** Volunteers on Tap is a chance for Cedar Valley professionals - people at every level - to

connect with representatives from local festivals, events, attractions, and organizations to

learn about long-term volunteer leadership roles.

These community organizations and events are looking for new talent to support their projects. Volunteers could serve on board of directors and committees to help facilitate organizational mission, plan and execute events, and assist with management of the

organization's events!

Date 1/14/2020 Status Completed

Activity Type Volunteer Development

**Achievement** 

#### OTHER - Training Sessions

Who Attended	Main Street Position	Training Date	Topic
Carol Lilly	Executive Director	01/23/2020	Design Lunch & Learn
Kim Bear	Events & Promotions Coordinator	01/14/2020	Volunteers 2.0 Training
Carol Lilly	Executive Director	01/14/2020	Volunteers 2.0 Training
Kim Bear	Events & Promotions Coordinator	01/08/2020	Cedar Valley Leadership Institute

#### OTHER - Volunteer Hours Invested in Main Street

Volunteer Hours	Design	Economic Orga Vitality	anization P	romotion	Board of Directors	Program Volunteer	Total Volunteer Hours
Yes	50.0	12.0	7.0	48.0	23.0	29.0	169.0

Commentary Item 14.

## Design Commentary/Updates

Community Main Street

DESIGN COMMITTEE MEETING AGENDA

Friday, January 17, 2020

Noon at CMS Office

Committee Members: Dave Schachterle, Julie Shimek, Thomas Connors, Tom Nagle, Mary Taylor, Don Blau, Dawn Wilson, Andrew Bell, Kara Shugar-Davis, Julie Etheredge, Sally Timmer, Cody Heckenlaible, Jeremy Zehr, Jacob Bauer, JD Atodaria

One Sheet Review

Spring cleanup plan

Historic Preservation training? Signs & Awnings?Dave? Tom?

Early April? set date and time

Design Reviews

Façade program marketing piece (Mary Taylor)

Beautification plan for additional streetscape areas

Summer baskets & flower-pots

Holiday décor

Other

Volunteer appreciation party? mark your calendar Feb. 19

Main Street Iowa conference

Economic Vitality/Business Improvement Commentary/Updates

Economic Development Agenda

Wednesday, January 1st, 2020

CMS Office @ Noon

Committee Members: Lexie Heath (chair), Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Mark Kittrell, Danny Laudick, Lea Ann Saul, Lisa Rivera Skubal, Seth Chadwick, Pam Taylor CMS Staff: Carol Lilly, Maribel Barry

In January, the Economic Development committee reached out to all the businesses in the downtown district about Co-Starter training.

185

Other

Item 14.

Anticipated Outcomes ? Committee members will:

Identify new businesses in the district

Identify action items to advance strategic goals/one sheet items

Determine committee lead for each identified activity

Review business changes and plan welcome visit(s)

# Promotion Commentary/Updates

Community Main Street

Merchant PROMOTIONS Minutes

Tuesday, January 14th at 8:45 am

The Hampton Inn

Julie, LeaAnn, Terry, Jenna, Janell, Barb, Gretchen, Betsy, Emilee, Ann, Lisa, Mary, Mark, Katie, Lisa

Events recap

Small Business Saturday - thoughts

Holiday Hoopla

Upcoming events

Downtown Delights, February 8th

March Main Street Iowa Conference

Engaging with the Downtown District hotels? Kelly Murphy

Other

Workplans for events that are far out

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

## Organization Commentary/Updates

Community Main Street

ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, January 13, 2020

Noon in the CMS Office

Committee Members: Karen Oltman, Cinde Haskins, Jim Miller, Tara Eisele, Phyllis Carter

Volunteer Appreciation Party - February 19th from 5:00-7:00

Maid Rites

Picnic theme

Food in the kitchen

High top rounds in the entryway

186

We are Main Street, why do you volunteer? Volunteer of the year! March Main Street Iowa Conference? March 9-11? It?s all about Service? Subcommittees Main Street Iowa Award Nominations Update Friends Campaign Email the mailing list to the committee for them to look over addresses, have they moved, passed or we shouldn?t send it to them due to health. Other/Review One-Sheet Annual Meeting will be May 12th The exec liked that we went somewhere different last year for lunch Updating the CMS Packet with a communications class at UNI if they pick our project. Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls. Program CMS Staff and committee members met throughout January for the Main Street Iowa Commentary/Updates Spring Conference. List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc. Suggestions for state staff: Do you have board No president changes? **Board President** If there is a board president change, please complete the following: Salutation/First/Last Name: Salutation First Name Last Name Title Company **Address** Address 2 City/State/County/Zip State Zip City County E-mail: Phone/Extension/Fax Ext.

# Minutes, Community Main Street, Inc. Board of Director Meeting Tuesday, January 14, 2020 @ 12:00 p.m. Community Main Street Office

<u>In Attendance</u>: Crystal Ford- President Elect; Lexie Heath–Secretary; Dan Lynch-Treasurer; Natalie Brown; Wynette Froehner; Audrey Kittrell; Clark Rickard; Stephanie Sheetz; Julie Shimek; Mark Showalter; <u>Liaisons</u>: Craig Berte; Carrie Eilderts; Kim Manning; Jessica Rucker; Kelly Stern; Kathryn Sogard <u>Staff</u>: Carol Lilly, Kim Bear, Maribel Barry

- 1. Welcome, Call to Order Ford
- Approval of Minutes Sheetz moved for approval, Froehner seconded, all approved.
- 3. Financial Report Lynch
  - a. We are a bit behind due to Holiday Hoopla expenses, but the finances will smoothen out as SSMID and other income comes in. We are also a bit short in our Reserve Fund. Dan recommended that we move money into this account so that we have a three months' worth of operating expenses.
  - b. Lexie moved for approval, Froehner seconded, all approved.
- 4. Parking Limit Enforcement Discussion Ford/Showalter
  - a. The dining and nightlife group met with Mark Miller in December to discuss parking. Mark indicated that the group is collectively feeling a negative financial impact. Lots of customers have been complaining to them and numbers are down, especially on Saturdays. The group would like to request for the support of CMS to change parking enforcement hours on weekdays and on Saturdays.
  - b. Carol mentioned that she spoke with dining/nightlife business owners with other locations and they have not seen much of a difference in business at their other restaurants. She also indicated that CMS asked The City's Parking Tech Committee if we can add a representative from the bars or retail to get their input.
  - c. The board decided that they would like to gather more information from the restaurants and bars before our February meeting. They would like more information such as numbers of complaints, numbers of Saturday tickets being issued, and P & L numbers from businesses to move forward with their request.
- 5. President's Report Ford
  - a. Accreditation checklist submitted
  - b. ED Grant of \$16,500 was awarded to CMS, which was a 10% increase.
  - c. Main Street Iowa conference will start on the night of 3/9 until 3/11. There will be lots of people walking around downtown during this time, so let's make the district shine! Let's leverage our partnerships for possible sponsorships.
- 6. Committee Program of Work Report
  - a. Economic Development- Co-Starter info sessions will be held this Wednesday. It is a program that will help new or existing business owners work on their business instead of working in their business.
  - b. Design- The committee took down all the Holiday Hoopla decorations in 2 hours!
  - c. Org & Development- Our Volunteer Appreciation party will be on 2/19 from 5pm-7pm at the CMS office. The committee will also be assisting with the conference.
  - d. Retail- The meeting was hosted by the Hampton Inn. Our next event will be Downtown Delights with 26 businesses participating.
- 7. Staff Report Lilly

Item 14.

 Light poles have been installed on Washington and State Street. We are working with the City on communicating Streetscape updates and improvements. Our gift certificate sales for last quarter was great-

#### 8. Liaison Updates

- Main Street Waterloo: Waterloo City Council approved new management for the Convention Center, so Waterloo will continue to have the convention center and hotel
- b. CF Police Department: Acting Chief Berte provided an update on the downtown Cedar Falls shooting case.
- c. CF Library: The library went fine free starting on 1/1 and will provide an updated door count in the future.
- d. CF Tourism: Kim has been working with Group Tour Planners for Cedar Falls. The new Waterloo Cedar Falls Tourism guide is now available!
- e. Historical Society: Ice Harvest Festival on 2/1 at Big Woods and they are preparing for their open house on 2/20 showcasing The Fight for the Right: Women and the Vote.
- f. College Hill: Preparing for their Visioning, which is not just limited to the College Hill, but a larger study area. Please come out and support their Visioning Project!
- 9. Good of the Order was given.

#### 10. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

# Community Main Street Director's Staff Report for January 2020:

#### Staff Activities:

- Planned and facilitated all committee meetings and sub-committee meetings (see one sheet)
- Event planning, facilitation, support and oversight of the following completed events
  - Un-deck the Falls
  - Volunteer Appreciation Party planning
  - Downtown Delights planning
- MSI Spring Conference Planning Committee
  - Established committee and sub committees Welcome bags, Pre-conference gathering, Conference Facilities and Food, Conference Evening Reception, Tours/Presentation Panel
  - Secured location
  - Worked with MSI to develop agenda
- Monthly meeting with Stephanie Sheetz
- Met with Mark Kittrell and Dee Nelson on plaza project/partnership (x2)
- Staff Christmas lunch
- Monthly Exec meeting with Ron Gaines
- Reviewed Eric Lee's cost accounting classes' financial analysis of the past 5 years of Holiday Hoopla. Secured relationship for spring semester, adding 2019 data
- Met with Kelly Murphy to discuss Hampton Inn/Business outreach
- Worked on event guide project (partnership with tourism, CHP)
- Monthly meeting with Mayor Green
- Attended and helped host Volunteers on Tap; 20 participants chose CMS as an entity they would like to become involved in
- Passport for the Arts 2020 planning meeting
- Assisted Holly Hudson with a Cedar Falls article in the Waterloo Courier's Progress edition
- Coordinated ED committee/Mill Race Roadmap partnership info sessions
- Met with Eric Braley, Around the Corner Productions, on the Telling Downtown's Story project
- Attended Volunteers on Tap follow up training
- Provided Chad Wonderlich, Viking Pump, with welcome materials for 2020 vendor guests; coordinated coupon card from retailers/restaurants to be part of the packet
- Downtown Design Webinar
- Met with Darin Beck to gather information for Main Street Iowa award nomination
- Began working on MSI award nominations
- ARTaplooza planning meeting
- Downtown Delights planning (Kim)
- Assisted business interested in relocating downtown (x2)

- Met with Mo Collins regarding Red Cedar grant project
- Completed and submitted Cultural and Entertainment District Annual Report (Iowa Department of Cultural Affairs)
- Cleaned the basement
- Parking Technical Committee participation and projects
- KWWL noon news live interview
- Completed and submitted monthly reporting to Main Street Iowa

**Community Event Representation:** One Million Cups; GCV Friday Legislative Forum; City Council meeting (x1); Cedar Falls Tourism & Visitor Bureau board meeting;

#### **Staff Priorities for February:**

- Main Street Iowa Award nominations
- Volunteer appreciation event
- MSI Conference planning
- Director secession prep

#### CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities through January

		Activities through January						
Collaborative effort with business owners, property owners, & city to achieve goals	<b>DISTRICT AESTHETIC</b> Positive look and feel of the district	FRIENDLY ENVIRONMENT Supportive business community and strong business mix	CONVENIENCE District accessibility, functional side of district aesthetics	PARKING Positive impact on the parking experience downtown	ANNUAL TASKS Ongoing operational activities			
BOARD OF DIRECTORS	Review and implement MSI exchange visit recommendations	Deliberate business visitation program		<b></b>	✓ MSI annual checklist     ✓ Budget     ✓ October biannual report     ✓ City grant requests     ✓ April bi-annual report     ✓ Staff review     ✓ Attend city council meetings       Review/update program policies & procedures			
ECONOMIC DEVELOPMENT	✓ Challenge Grant submission FY20	New business visits (x10)     Open 4 Business 2020     Plan & execute 2 deliberate actions to help fill vacant storefronts (✓Naked Spaces Tour with Org.)     ✓ Establish Founder Peer Groups (30/60/90 roadmap with Red Cedar)      ✓ Co-starter new business training (with Red Cedar)	Promote store accessibility during construction	Promote shuttle bus use     ✓ Street signs     ✓ Prizes     ✓ Social media	✓ MSI annual checklist     ✓ Track/collect business stats     Update business welcome packet			
DESIGN	<ul> <li>Façade review (x10)</li> <li>Fall clean up day</li> <li>Spring clean up day</li> <li>Banner (1 new set)</li> <li>Seasonal beautification (Flowers, Funtaber, Holiday)</li> </ul>	Façade grant program (3 approved)     ✓ Update review checklist     ✓ Overlay awareness brochure     Historic preservation education	Wayfinding within district	Parking lot cleanliness & maintenance program	•   MSI annual checklist			
ORGANIZATION & DEVELOPMENT	Flower fundraiser (Hops with Promo)	<ul> <li>Vartner thank you</li> <li>Volunteer recognition party</li> <li>Main Street lowa award nominations</li> <li>Vannual fundraiser (Naked Spaces Tour with ED)</li> </ul>			MSI annual checklist     Build local program awareness through community outreach     Friends campaign (100% board participation)     Annual meeting     Update "About CMS" packet			

#### CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities through January

Collaborative effort with business owners, property owners, & city to achieve goals	<b>DISTRICT AESTHETIC</b> Positive look and feel of the district	BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix	CONVENIENCE District accessibility, functional side of district aesthetics	PARKING Positive impact on the parking experience downtown	ANNUAL TASKS Ongoing operational activities
PROMOTIONS	Hops (Flower fundraiser)	Calendar of Event mailing (x2)     √Winter & Spring     Update     ARTapalooza event     ✓ Evaluate Fondo; repeat or drop     Show & Shine     Movies Under the Moon (FY20)     ✓ Holiday Hoopla     ✓ Kick off     ✓ Small Bus. Sat.     ✓ Breakfast with Santa     ✓ Jingle & Mingle     ✓ Hoopla Cheer     ✓ Frosty 5K     ✓ Baby It's Cold     ✓ Movie Magic     ✓ Coloring Contest     ✓ Window Contest     ✓ Trolley Rides     ✓ Letters to Santa	• VPromote ShopWhereILive.com	Positive, consistent message (new parking brochure)	<ul> <li>✓MSI annual checklist</li> <li>✓Visitor Guide ad</li> <li>✓GBPAC ad</li> <li>Tourism co-op ads</li> <li>✓Shop/Dine like a local maps</li> <li>✓Kiosk map</li> <li>Kiosk flyers (weekly)</li> <li>Evaluate brochure for possible updates</li> <li>✓Little Village coop ads with the Hearst (x2)</li> <li>Newsletter (x11)</li> </ul>
PROMOTIONS: Retail & Nightlife		✓ Sidewalk Sales     ✓ Panther PAWty     Funtober promo	Business hours     Activate Sidewalks		Cooperative advertising opportunities (TV, coupons, etc)



IowaGrants.gov

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#### **Status Report**

#### 1987-MS-001-Cedar Falls

#### **Downtown Resource Center**

**Award Year:** 1987

Contract Number: 1987-MS-001

**Status Report** 

Number:

74

Submitted By: Kim Bear

**Submitted Date:** 03/18/2020

**Status Report** 

Type:

Monthly

Title February 2020

Report Period 02/01/2020 02/29/2020

> From Date To Date

#### **Primary Contact and Organization**

#### **Primary Contact**

AnA User Id CAROL.LILLY@IOWAID

First Name\*

Community Main

First Name

Street Inc

Middle Name Last Name

Title:

**Executive Director** 

Email:\*

director@communitymainstreet.org

Address:\*

310 E 4th St

City\*

Cedar Falls

Iowa State/Province 50613 Postal Code/Zip

Ext.

Phone:\*

319-429-0468

**Program** 

Area of

Downtown Resource Center

Interest\*

Fax:

#### Organization Information

Organization

Status:

Approved

Name:\*

Community Main Street, Inc.

Organization

Type:\*

Non-Profit Organization

DUNS:

Organization

Website:

communitymainstreet.org

Address:

Community Main Street

206 Main Street, Suite B

Cedar Falls

319-277-0213

lowa

50613

State/Province

Postal Code/Zip

Phone:

Ext.

Fax:

#### DESIGN - Projects Completed / In-Progress

**DESIGN - Projects Completed / In-Progress 1** 

Project Type\*

Rehab Existing Building

Building/Business NameBlue Room LoungeAddress201 Main StreetStatusIn-progress

Private Amount Invested \$18,800.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$18,800.00

Comments Remove & replace roof

**DESIGN - Projects Completed / In-Progress 2** 

Project Type\*New ConstructionBuilding/Business NameRiver Place MU2Address100 E 2nd StreetStatusIn-progressPrivate Amount Invested\$49,500.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$49,500.00

Comments Floor infill, metal beams, steel deck, concrete

**DESIGN - Projects Completed / In-Progress 3** 

Project Type\* New Construction

Building/Business Name Dahlstrom Real Estate, Inc

Address 200 W. 1st Street
Status In-progress
Private Amount Invested \$5,991,099.00

Source of Funds private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,991,099.00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

**DESIGN - Projects Completed / In-Progress 4** 

Project Type\* New Construction
Building/Business Name River Place MU2
Address 122 E 2nd Street
Status In-progress
Private Amount Invested \$8,000,000.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$8,000,000.00

Comments

195

**DESIGN - Projects Completed / In-Progress 5** 

Project Type\* Rehab Existing Building

Building/Business Name Arabella

Address 200 W. 1st Street

StatusIn-progressPrivate Amount Invested\$500.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$500.00

Comments Finish 1st flr common area, rooftop deck, basement

**DESIGN - Projects Completed / In-Progress 6** 

Project Type\* Rehab Existing Building

Building/Business NamePrestige WW LLCAddress203 Main StreetStatusIn-progressPrivate Amount Invested\$460,038.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$460,038.00

Comments Remodel exterior facade, 1st floor, and new roof

**DESIGN - Projects Completed / In-Progress 7** 

Project Type\*New ConstructionBuilding/Business NameFormerly Wells FargoAddress302 Main StreetStatusIn-progressPrivate Amount Invested\$5,400,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,400,000.00

Comments Foundation only for new office bldg

**DESIGN - Projects Completed / In-Progress 8** 

Project Type\* Rehab Existing Building

Building/Business Name Icon Donuts

Address 200 W 1st Street Ste 103

StatusIn-progressPrivate Amount Invested\$85,000.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

196

Invested

Total Amount Invested \$85,000.00

Comments Buildout of 1610 SF w/ shared bathrooms

**DESIGN - Projects Completed / In-Progress 9** 

Project Type\* Rehab Existing Building

\$0.00

Building/Business NameViking PumpAddress406 State StreetStatusIn-progressPrivate Amount Invested\$87,500.00Source of FundsPrivate

Public Amount Invested
Public Investment Source

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$87,500.00

Comments Construct new quality control room inside building

**DESIGN - Projects Completed / In-Progress 10** 

Project Type\* Rehab Existing Building
Building/Business Name Double Tap Arcade
Address 312 Main Street
Status In-progress
Private Amount Invested \$46,000.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$46,000.00

Comments 2 ADA baths, new bar, ramp, raised floor, hip roof

#### **DESIGN - Building Sold**

Building/Business Name Address Current Use Future Use Amount of Sale

#### **ECONOMIC VITALITY- Business**

Business Name Address Business Status Business Type # of FT Jobs # of PT Jobs

#### **ECONOMIC VITALITY - New Housing**

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

#### **PROMOTION - Events**

**PROMOTION - Events 1** 

Promotion Name\* Downtown Delights

**Description** Downtown Delights is an annual wine and chocolate shopping event where participating

retail businesses offered samples of wine and chocolate to attendees while they shopped. Participants received cards with names of the participating businesses. If they visited ten or more stops, they were eligible to win one of two Downtown staycation packages.

Date2/8/2020StatusCompletedPromotion TypeRetail

Sponsor(s) Retail Co-op participants

**Achievement** 

#### **ORGANIZATION - Activities**

**ORGANIZATION - Activities 1** 

Activity Name\* Volunteer Appreciation

**Description**This activity was hosted by the Organization & Development Committee where

volunteers, new volunteers, and Friends of CMS were invited to an open house

celebration at the CMS office. The volunteer of the year was also announced. This was

sponsored by Lincoln Savings Bank.

 Date
 2/19/2020

 Status
 Completed

Activity Type V

Achievement

Volunteer Development

#### OTHER - Training Sessions

Who Attended Main Street Position Training Date Topic

Kim Bear Events & Promotions Coordinator 02/05/2020 Cedar Valley Leadership Institute

#### OTHER - Volunteer Hours Invested in Main Street

Volunteer Hours	Design	Economic Org Vitality	janization P	romotion	Board of Directors	Program Volunteer	Total Volunteer Hours
Yes	6.0	6.0	18.0	60.0	29.5	29.0	148.5

#### Commentary

Design Community Main Street Commentary/Updates

DESIGN COMMITTEE MEETING AGENDA

Friday, February 21, 2019

Noon at CMS Office

Committee Members: Dave Schachterle, Julie Shimek, Thomas Connors, Tom Nagle, Mary Taylor, Don Blau, Dawn Wilson, Andrew Bell, Kara Shugar-Davis, Julie Etheredge, Sally Timmer, Jeremy Zehr, Jacob Bauer, JD Atodaria

Item 14.

One Sheet Review

Design Reviews

Community Bank & Trust - JD

Update on hanging baskets

Façade grant program outreach

Historical preservation education

Cleanliness Brochure - table for future meeting

**REMINDERS?** 

MSI Spring Workshop is on March 10 & 11!

Spring clean-up day is May 2

**Anticipated Meeting Outcomes** 

Attendees will?

Understand the status of strategic plan based upon One Sheet review

Review Community Bank & Trust project and provide feedback on proposed project using the checklist, if applicable

Plan for 2020 summer hanging baskets

Develop façade grant promotional plan

Learn status of awning presentation

Economic Vitality/Business Improvement Commentary/Updates Economic Development Agenda

Wednesday, February 5th, 2020

CMS Office @ Noon

Committee Members: Lexie Heath (chair), Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Mark Kittrell, Danny Laudick, Lea Ann Saul, Lisa Rivera Skubal, Seth Chadwick, Pam Taylor CMS Staff: Carol Lilly, Maribel Barry

Welcome/ Introductions

Review of Strategic Goals - One Sheet

Business changes

The Shakery

West Quality Air Systems

**IFC** 

MSI Spring Conference

Ready 2 Recruit

\$100M Benchmark

Open 4 Business

Other

Anticipated Outcomes ? Committee members will:

Identify action items to advance strategic goals/one sheet items

Identify new businesses in the district

Review business changes and plan welcome visit(s)

Sign-up for a session to attend at the MSI Spring Conference

Receive an update regarding Ready 2 Recruit and Cedar Falls? new milestone

Discuss Open 4 Business

### Promotion Commentary/Updates

Community Main Street

PROMOTIONS MEETING AGENDA

Wednesday, February 5th, 2019

8:00am in the CMS Office

Committee Members: Gretchen Behm, Vicki Collum, Beth LaVelle, Mike Reyhons, Kirsten Jegsen, Ashley Ungs, Dianne Harms, Kayla Toale, Nicole Knebel

One Sheet Review

**Event Updates** 

Hops

ARTapalooza

Show & Shine

CMS Brochure Update

Streetscape Construction Timeline & Communication

**Anticipated Meeting Outcomes:** 

Attendees will:

Receive updates on upcoming events

Discuss revision of the CMS brochure

Receive an update on Streetscape and determine how to communicate it to the public

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Organization Commentary/Updates

Community Main Street

ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, February 10th, 2020

Noon in the CMS Office



Committee Members: Karen Oltman, Cinde Haskins, Jim Miller, Tara Eisele, Phyllis Carter

Item 14.

Due to the Volunteer Appreciation Party, we will not be having a meeting this month. Volunteer Appreciation Party - February 19th from 5:00-7:00

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Program Commentary/Updates CMS Staff and committee members met throughout February for the Main Street Iowa

Commentary/Updates Spring Conference.

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

Suggestions for state staff:

Do you have board president changes?

No

#### **Board President**

If there is a board president change, please complete the following:

Salutation/First/Last

Name:

Salutation First Name Last Name

Title

Company

Address

Address 2

City/State/County/Zip

City State County Zip

E-mail:

Phone/Extension/Fax

Phone Ext. Fax

# Minutes, Community Main Street, Inc. Board of Director Meeting Tuesday, February 11, 2020 @ 12:00 p.m. Community Main Street Office

In Attendance: Amy Mohr-President; Lexie Heath-Secretary; Dan Lynch-Treasurer; Ty Kimble-Past President; Wynette Froehner; Audrey Kittrell; Clark Rickard; Stephanie Sheetz; Julie Shimek; Mark Showalter; <u>Liaisons</u>: Kim Manning; Jessica Rucker Staff: Carol Lilly, Kim Bear, Maribel Barry, Larry Wessels

- 1. Welcome, Call to Order Mohr
- 2. Terra Ray went over the Smart Parking Payment Option that will be installed in all the parking lots. Users will be able to pay at the kiosk or through the app. The key thing to remember is to know your license plate number! The go-live date will be announced on the parking page of the City's website. Please sign up to get updates so that you can get notified when the information becomes available.
- 3. Approval of Minutes Lynch moved for approval, Kimble seconded, all approved.
- 4. Financial Report Froehner moved for approval, Shimek seconded, all approved.
- 5. Parking
  - a. Stephanie brought in the City's financial reports on how the parking budget is being utilized. She also addressed that there is an average of 18 citations on Saturdays that are \$10. As an FYI, Carol indicated that Johna and Bruce from Pump Haus are working on their own to take their concerns to Council. Carol also stated that the City would like to wait for results to come in before they make any changes to parking.
  - b. The bar/nightlife group would like to request for CMS to send a letter to Council supporting the elimination of Saturday enforcement. Showalter moved for approval, Shimek seconded, 1 abstained, all approved. Carol will draft a letter and will get approved by exec before submitting.
  - c. Live to 9 will be moving to the Plaza and would like to request street closures for 6 Fridays during the summer and are asking for the written support of CMS. The Board came to the agreement that they support Live to 9's new location but would like to urge them to use private parking, as the road closure would lead to the elimination of around 40 parking spots. Mohr moved for approval, Lynch seconded, 1 abstained, all approved.
- 6. President's Report Mohr
  - a. CMS achieved Accreditation once again
  - b. Main Street Iowa conference is coming up in March and we will not have a board meeting. Instead, we ask that everyone takes part by sitting in on a session or volunteer.
- 7. Time did not permit for Committee Program of Work Reports
- 8. This was Carol's last board meeting. She thanked everyone for their partnership and wished everyone the best of luck.
- 9. Time did not permit for liaison updates
- 10. Good of the Order was given.
- 11. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

#### CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET **Activities through February**

Callabarativa	DICTRICT		ougn February	DADIUNG	ANINI IAI TACKC
Collaborative	DISTRICT	BUSINESS	CONVENIENCE	PARKING	ANNUAL TASKS
effort with	AESTHETIC	FRIENDLY	District accessibility,	Positive impact on	Ongoing operational
business owners,	Positive look and	ENVIRONMENT	functional side of district aesthetics	the parking	activities
property owners,	feel of the district	Supportive business	uistrict destrietics	experience downtown	
& city to achieve		community and		downtown	
goals		strong business mix			
BOARD OF DIRECTORS	Review and implement MSI exchange visit recommendations	Deliberate business visitation program			<ul> <li>✓MSI annual checklist</li> <li>✓Budget</li> <li>✓October biannual report</li> <li>✓City grant requests</li> <li>April biannual report</li> <li>Staff review</li> <li>Attend city council meetings</li> <li>✓Review/update program policies &amp;</li> </ul>
ECONOMIC DEVELOPMENT	✓ Challenge Grant submission FY20	New business visits (x10)     Open 4 Business 2020     Plan & execute 2 deliberate actions to help fill vacant storefronts (√Naked Spaces Tour with Org.)     ✓ Establish Founder Peer Groups (30/60/90 roadmap with Red Cedar)     ✓ Co-starter new business training (with Red Cedar)	Promote store accessibility during construction	Promote shuttle bus use     ✓ street signs     ✓ Prizes     ✓ Social media	program policies & procedures    MSI annual checklist  √Track/collect business stats  Update business welcome packet
DESIGN	<ul> <li>Façade review (x10)</li> <li>✓ Fall clean up day</li> <li>Spring clean up day</li> <li>✓ Banner (1 new set)</li> <li>Seasonal beautification (Flowers, Funtober, ✓ Holiday)</li> </ul>	<ul> <li>Façade grant program (3 approved)</li> <li>Update review checklist</li> <li>Voverlay awareness brochure</li> <li>Historic preservation education</li> </ul>	Wayfinding within district	Parking lot cleanliness & maintenance program	• ✓MSI annual checklist
ORGANIZATION & DEVELOPMENT	Flower fundraiser (Hops with Promo)	<ul> <li>✓ Partner thank you</li> <li>✓ Volunteer recognition party</li> <li>✓ Main Street lowa award nominations</li> <li>✓ Annual fundraiser (Naked Spaces Tour with ED)</li> </ul>			<ul> <li>MSI annual checklist</li> <li>Build local program awareness through community outreach</li> <li>Friends campaign (100% board participation)</li> <li>Annual meeting</li> <li>Update "About CMS" packet</li> </ul>

#### CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET **Activities through February**

Collaborative	DISTRICT	BUSINESS	CONVENIENCE	PARKING	ANNUAL TASKS
effort with	AESTHETIC	FRIENDLY	District accessibility,	Positive impact on	Ongoing operational
business owners,	Positive look and	ENVIRONMENT	functional side of	the parking	activities
property owners,	feel of the district	Supportive business	district aesthetics	experience	
& city to achieve		community and		downtown	
goals		strong business mix			
PROMOTIONS	Hops (Flower fundraiser)	<ul> <li>Calendar of Event mailing (x2)         √Winter &amp; Spring</li> <li>Update         ARTapalooza event</li> <li>✓ Evaluate Fondo;         repeat or drop</li> <li>Show &amp; Shine</li> <li>Movies Under the Moon (FY20)</li> <li>✓ Holiday Hoopla         √Kick off         √Small Bus. Sat.         √Breakfast with Santa         √Jingle &amp; Mingle         √Hoopla Cheer         √Frosty 5K         √Baby It's Cold         √Movie Magic         √Coloring Contest         √Window Contest         √Trolley Rides         √Letters to Santa</li> </ul>	• ✓ Promote ShopWhereILive.com	Positive, consistent message (new parking brochure)	<ul> <li>✓MSI annual checklist</li> <li>✓Visitor Guide ad</li> <li>✓GBPAC ad</li> <li>Tourism co-op ads</li> <li>✓Shop/Dine like a local maps</li> <li>✓Kiosk map</li> <li>Kiosk flyers (weekly)</li> <li>✓Evaluate brochure for possible updates</li> <li>✓Little Village coop ads with the Hearst (x2)</li> <li>Newsletter (x11)</li> </ul>
<b>PROMOTIONS:</b>		<ul> <li>✓ Sidewalk Sales</li> </ul>	Business hours		Cooperative
Retail &		• ✓ Panther PAWty	Activate Sidewalks		advertising opportunities (TV,
Nightlife		Funtober promo     Trick or Treating			coupons, etc)
		<ul> <li>✓ Fall Girls Night</li> </ul>			
		Out			
		✓ Holiday Shop Hop			
		• ✓Small Business			
		Saturday			
		<ul> <li>✓ Downtown</li> <li>Delights</li> </ul>			
		Spring Shop Hop			
		Spring Girls Night			
	<b>V</b>	Out			
		• St. Patrick's Day			
		• Love Rocks			
		- LOVE NOCKS			



#### **Status Report**

Status:

#### 1987-MS-001-Cedar Falls

#### **Downtown Resource Center**

**Award Year:** 1987

Contract Number: 1987-MS-001

**Status Report** 

Number:

75

Submitted By: Kim Bear **Submitted Date:** 04/16/2020

**Status Report** 

Type:

Monthly

Title March 2020

Report Period 03/01/2020 03/31/2020

> From Date To Date

#### **Primary Contact and Organization**

#### **Primary Contact**

AnA User Id CAROL.LILLY@IOWAID

First Name\* Community Main

Street Inc Middle Name Last Name First Name

Title: **Executive Director** 

Email:\* director@communitymainstreet.org

Address:\* 310 E 4th St

City\* Cedar Falls Iowa 50613 Postal Code/Zip State/Province

Phone:\* 319-429-0468

**Program** 

Downtown Resource Center Area of

Interest\*

Fax:

#### Organization Information

Organization Community Main Street, Inc.

Submitted

Name:\*

Organization Non-Profit Organization Type:\*

DUNS:

Organization communitymainstreet.org Website:

Address: Community Main Street

206 Main Street, Suite B

Cedar Falls 50613 lowa Postal Code/Zip State/Province

Phone: 319-277-0213

Ext.

Fax:

Ext.

#### DESIGN - Projects Completed / In-Progress

**Building/Business Name** Blue Room Lounge **Address** 201 Main Street **Status** In-progress

**Private Amount Invested** \$18,800.00 Source of Funds Private **Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$18,800.00

Comments Remove & replace roof

**DESIGN - Projects Completed / In-Progress 2** 

Project Type\* **New Construction Building/Business Name** River Place MU2 Address 100 E 2nd Street **Status** In-progress **Private Amount Invested** \$49,500.00 Source of Funds Private **Public Amount Invested** 

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$49,500.00

Comments Floor infill, metal beams, steel deck, concrete

\$0.00

**DESIGN - Projects Completed / In-Progress 3** 

Project Type\* **New Construction** 

**Building/Business Name** Dahlstrom Real Estate, Inc.

Address 200 W. 1st Street Status In-progress **Private Amount Invested** \$5,991,099.00

Source of Funds private **Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$5,991,099.00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

**DESIGN - Projects Completed / In-Progress 4** 

Project Type\* **New Construction Building/Business Name** River Place MU2 Address 122 E 2nd Street **Status** In-progress **Private Amount Invested** \$8,000,000.00

Source of Funds

**Public Amount Invested** \$0.00

**Public Investment Source** 

**Grant Amount Invested** \$0.00

Source of Grant Funds

Invested

**Total Amount Invested** \$8,000,000.00

Comments

**DESIGN - Projects Completed / In-Progress 5** 

Project Type\* Rehab Existing Building

Building/Business Name Arabella

Address 200 W. 1st Street

StatusIn-progressPrivate Amount Invested\$500.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$500.00

Comments Finish 1st flr common area, rooftop deck, basement

**DESIGN - Projects Completed / In-Progress 6** 

Project Type\* Rehab Existing Building

Building/Business NamePrestige WW LLCAddress203 Main StreetStatusIn-progressPrivate Amount Invested\$460,038.00

Source of Funds

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$460,038.00

Comments Remodel exterior facade, 1st floor, and new roof

**DESIGN - Projects Completed / In-Progress 7** 

Project Type\*New ConstructionBuilding/Business NameFormerly Wells FargoAddress302 Main StreetStatusIn-progressPrivate Amount Invested\$5,400,000.00

Source of Funds Private

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$5,400,000.00

Comments Foundation only for new office bldg

**DESIGN - Projects Completed / In-Progress 8** 

Project Type\* Rehab Existing Building

Building/Business Name Icon Donuts

Address 200 W 1st Street Ste 103

StatusIn-progressPrivate Amount Invested\$85,000.00Source of FundsPrivatePublic Amount Invested\$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$85,000.00

Comments Buildout of 1610 SF w/ shared bathrooms

**DESIGN - Projects Completed / In-Progress 9** 

Project Type\* Rehab Existing Building

\$0.00

Building/Business NameViking PumpAddress406 State StreetStatusCompletedPrivate Amount Invested\$87,500.00Source of FundsPrivate

Public Amount Invested
Public Investment Source

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$87,500.00

Comments Construct new quality control room inside building

**DESIGN - Projects Completed / In-Progress 10** 

Project Type\* Rehab Existing Building
Building/Business Name Double Tap Arcade
Address 312 Main Street
Status In-progress
Private Amount Invested \$46,000.00
Source of Funds Private
Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

**Source of Grant Funds** 

Invested

Total Amount Invested \$46,000.00

Comments 2 ADA baths, new bar, ramp, raised floor, hip roof

**DESIGN - Projects Completed / In-Progress 11** 

Project Type\* Rehab Existing Building

Building/Business NameMMC PropertiesAddress112 Main StreetStatusIn-progressPrivate Amount Invested\$30,000.00Source of FundsPrivate

Public Amount Invested \$0.00

**Public Investment Source** 

Grant Amount Invested \$0.00

Source of Grant Funds

Invested

Total Amount Invested \$30,000.00

**Comments** Gut units to studs with open layout and loft

#### **DESIGN - Building Sold**

Building/Business Name Address Current Use Future Use Amount of Sale

Item 14.

#### **ECONOMIC VITALITY- Business**

Item 14.

Business Name Address Business Status Business Type # of FT Jobs # of PT Jobs

Subculture Skateboards 510 State Street Ste. B New Retail 1 1

#### **ECONOMIC VITALITY - New Housing**

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

#### PROMOTION - Events

#### **ORGANIZATION - Activities**

**ORGANIZATION - Activities 1** 

Activity Name\* 2020 MSI Spring Workshop

**Description** Cedar Falls received the honor of hosting the MSI Spring Workshop where several

programs come together. This was truly a collaborative effort between our committees to

showcase our community. Volunteers reached out to vendors and merchants for

involvement, worked on decorations together, and giveaway bags.

 Date
 2/19/2020

 Status
 Completed

Activity Type Marketing of Program

Achievement

#### OTHER - Training Sessions

Who Attended Main Street Position Training Date Topic

Kim Bear Events & Promotions Coordinator 03/10/2020 MSI Spring Workshop

Maribel Barry Office Coordinator 03/10/2020 MSI Spring Workshop

Kim Bear Events & Promotions Coordinator 03/25/2020 Iowa City Webinar - Grants

Kim Bear Events & Promotions Coordinator 03/26/2020 Supporting Local Safely

Kim Bear Events & Promotions Coordinator 03/27/2020 The Importance of Digital Donor Communication

#### OTHER - Volunteer Hours Invested in Main Street

Volunteer Hours	Design	Economic Org Vitality	janization P	romotion	Board of Directors	Program Volunteer	Total Volunteer Hours
Yes	5.0	8.0	64.0	10.0	17.0	114.0	218.0

#### Commentary

Item 14.

Design A Design Committee meeting was not held this month. Instead, members were Commentary/Updates encouraged to attend or volunteer for the MSI Spring Workshop. **Economic** Vitality/Business An Economic Development Committee meeting was not held this month. Instead, members were encouraged to attend or volunteer for the MSI Spring Workshop. Improvement Commentary/Updates Promotion A Promotions meeting was not held this month. Instead, members were encouraged to Commentary/Updates attend or volunteer for the MSI Spring Workshop. Organization An Organization & Development meeting was not held this month. Instead, members Commentary/Updates were encouraged to attend or volunteer for the MSI Spring Workshop. Program CMS staff and committee members continued to meet leading up to the 2020 MSI Spring Commentary/Updates Workshop. List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc. Suggestions for state staff: Do you have board No president changes? **Board President** If there is a board president change, please complete the following: Salutation/First/Last Name: Salutation First Name Last Name Title Company **Address** Address 2 City/State/County/Zip City State Zip County

Ext.

Fax

E-mail:

Phone/Extension/Fax

Phone

Rehabilitation, Renovation & New Construction October 2019 through March 2020					
	Projects	Investment Value			
October 2019	2	\$111,000			
November 2019	4	\$259,879			
December 2019	4	\$138,819			
January 2020	1	\$3,500			
February 2020	0	\$0			
March 2020	1	\$30,000			
Net	12	\$543,198			

Buildings Sold October 2019 through March 2020					
	Quantity	Investment			
October 2019	2	\$725,000			
November 2019	0	\$0			
December 2019	0	\$0			
January 2020	0	\$0			
February 2020	0	\$0			
March 2020	0	\$0			
Total	2	\$725,000			

Volunteer Hours October 2019 through March 2020				
October 2019	444			
November 2019	1413			
December 2019	1423			
January 2020	169			
February 2020	148			
March 2020	218			
Total	3815			

#### Item 14.

# Community Main Street Inc

#### STATEMENT OF FINANCIAL POSITION

As of October 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,240.36
CMS Main Checking #13920	122,768.32
CMS Money Market Operating Reserve #7004070	80,611.42
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash  Total Bank Accounts	50.00 <b>\$217,785.29</b>
	φ217,703.2 <del>3</del>
Accounts Receivable	0.074.00
Accounts Receivable	8,074.00
Total Accounts Receivable	\$8,074.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$225,859.29
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-13,337.00
Equipment	67,967.08
Equipment Accum. Depreciation	-55,838.00
Total Fixed Assets	\$475,167.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
OTAL ASSETS	\$701,026.95
IABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
	212
	212

	TOTAL
Direct Deposit Payable	Item 14. 0
FICA/Federal W/H	0.00
Gift Certificates	62,412.01
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	2,988.58
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$65,400.59
Total Current Liabilities	\$65,400.59
Long-Term Liabilities	
Loan - First National Bank	195,839.94
Total Long-Term Liabilities	\$195,839.94
Total Liabilities	\$261,240.53
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	431,925.81
Unrestricted Fund Balance	0.00
Net Revenue	7,860.61
Total Equity	\$439,786.42
TOTAL LIABILITIES AND EQUITY	\$701,026.95

# COMMUNITY MAIN STREET Income Statement

OCTOBER 2019

		M	ONTHLY BUD	GE	т - остов	ER		MONTHLY BUDGET - JULY TO OCTOBER						_	ANNUAL BUDGET								
		MONTH ACTUAL	MONTH BUDGET		CTUAL TO BUDGET ARIANCE		OF DGET	D.	AR TO ANNUAL ATE BUDGET TUAL		ACTUAL TO BUDGET VARIANCE		% OF ANNUAL BUDGET		YEAR TO DATE ACTUAL			ANNUAL BUDGET		CTUAL TO BUDGET ARIANCE	% OF ANNUAL BUDGET		
Revenue																							
Board Income		0.00	0.00		0.00			1	,440.00		1,560.00		-120.00		92.31%		1,440.00		1,560.00		-120.00	9	2.31%
City Funding		7,500.00	0.00		7,500.00				7,500.00		0.00		7,500.00		32.3170		7,500.00		12,500.00		-5,000.00		0.00%
Event Income		5,055.00	28,000.00		-22,945.00		18.05%		2,786.44	5	3,320.00		-10,533.56		80.24%		2,786.44		115,000.00		-72,213.56		7.21%
Friends/Streetscape		177.64	1,250.00		-1,072.36		14.21%		664.50		1,250.00		-585.50		53.16%		664.50		9,500.00		-8,835.50		6.99%
Grant & other Income		2,534.41	0.00		2,534.41			3	3,240.05	1	18,000.00		-14,759.95		18.00%		3,240.05		18,000.00		-14,759.95	1	8.00%
SSMID		58,965.99	50,000.00		8,965.99		117.93%	58	3,965.99	5	50,000.00		8,965.99		117.93%	5	8,965.99		200,000.00		141,034.01	2	9.48%
Total Revenue	\$	74,233.04	\$ 79,250.00	-\$	5,016.96		93.67%	\$ 114	,596.98	\$ 12	24,130.00	-\$	9,533.02		92.32%	\$ 11	4,596.98	\$	356,560.00	-\$	241,963.02	3	2.14%
Gross Profit	\$	74,233.04	\$ 79,250.00	-\$	5,016.96		93.67%	\$ 114	,596.98	\$ 12	24,130.00	-\$	9,533.02		92.32%	\$ 11	4,596.98	\$	356,560.00	-\$	241,963.02	3	2.14%
Expenditures																							
Board Lunch Expense		131.51	130.00		1.51		101.16%		531.46		520.00		11.46		102.20%		531.46		1,560.00		-1,028.54	3	4.07%
Committee Expense		734.51	600.00		134.51		122.42%	4	1,206.49		2,000.00		2,206.49		210.32%		4,206.49		28,000.00		-23,793.51	1	5.02%
Depreciation Expense		1,435.00	1,435.00		0.00		100.00%	5	,740.00		5,740.00		0.00		100.00%		5,740.00		17,220.00		-11,480.00	3	3.33%
Dues and Subscriptions		1,130.36	600.00		530.36		188.39%	3	3,588.17		3,050.00		538.17		117.64%		3,588.17		7,600.00		-4,011.83	4	7.21%
Event Expense		2,515.56	14,300.00		-11,784.44		17.59%	34	1,057.35	3	37,000.00		-2,942.65		92.05%	3	4,057.35		86,000.00		-51,942.65	3	9.60%
Grant Expense		0.00	0.00		0.00				0.00		0.00		0.00				0.00		18,000.00		-18,000.00		0.00%
Insurance		0.00	0.00		0.00				0.00		0.00		0.00				0.00		5,500.00		-5,500.00		0.00%
Miscellaneous		604.25	150.00		454.25		402.83%	1	1,146.63		650.00		496.63		176.40%		1,146.63		2,000.00		-853.37	5	7.33%
Office Supplies		99.44	625.00		-525.56		15.91%		994.49		2,500.00		-1,505.51		39.78%		994.49		7,500.00		-6,505.51	1	3.26%
Payroll Expenses		10,935.22	12,080.00		-1,144.78		90.52%	44	1,148.48	4	18,320.00		-4,171.52		91.37%	4	5,046.82		145,000.00		-99,953.18		1.07%
Postage and Delivery		55.00	100.00		-45.00		55.00%		172.89		400.00		-227.11		43.22%		172.89		2,200.00		-2,027.11		7.86%
Professional Fees		0.00	0.00		0.00			2	2,875.00		4,000.00		-1,125.00		71.88%		2,875.00		7,000.00		-4,125.00		1.07%
Repairs		0.00	375.00		-375.00		0.00%		421.01		750.00		-328.99		56.13%		421.01		1,500.00		-1,078.99		8.07%
Snow Removal & Lawn Care		50.00	500.00		-450.00		10.00%		198.15		1,100.00		-901.85		18.01%		198.15		3,000.00		-2,801.85		6.61%
Streetscape Expense		0.00	1,250.00		-1,250.00		0.00%		96.30		1,250.00		-1,153.70		7.70%		96.30		2,500.00		-2,403.70		3.85%
Telephone		243.47	207.00		36.47		117.62%		653.08		828.00		-174.92		78.87%		653.08		2,488.00		-1,834.92		6.25%
Travel & Training		1,880.81	150.00		1,730.81		.253.87%		2,598.03		600.00		1,998.03		433.01%		2,598.03		5,000.00		-2,401.97		1.96%
Utilities	_	300.00	300.00		0.00		100.00%		1,200.00		1,200.00		0.00		100.00%		1,200.00		4,000.00		-2,800.00		0.00%
Total Expenditures	\$	20,115.13	\$ 32,802.00	-\$	12,686.87		61.32%	\$ 102	2,627.53	\$ 10	09,908.00	-\$	7,280.47		93.38%	_	3,525.87	\$	346,068.00	-\$	242,542.13		9.91%
Net Operating Revenue Other Expenditures	\$	54,117.91	\$ 46,448.00	\$	7,669.91		116.51%	\$ 11	1,969.45	\$ 1	14,222.00	-\$	2,252.55		84.16%	\$ 1	1,071.11	\$	10,492.00	\$	579.11	10	5.52%
Interest Expense		1.014.71	1,014.75		-0.04		100.00%	1	1,058.84		4,059.00		-0.16		100.00%		4,058.84		12,177.00		-8,118.16	2	3.33%
Total Other Expenditures	Ś	1,014.71	,	-\$	0.04		100.00%		1,058.84		4,059.00	- <b>\$</b>	0.16		100.00%		4,058.84	\$	12,177.00	-¢	8,118.16		3.33%
Net Other Revenue	<del>ې</del> -\$	1.014.71		\$	0.04			_	1,058.84	_	4,059.00	ş \$	0.16		100.00%		4,058.84	۶ -\$		_	8,118.16		3.33%
Net Revenue	->	,-	· ·	_				•			,						-			\$			_
Net Revenue	\$	53,103.20	\$ 45,433.25	\$	7,669.95		116.88%	<b>\$</b> /	,910.61	\$ 1	10,163.00	-\$	2,252.39		77.84%	<b>&gt;</b>	7,012.27	-\$	1,685.00	<b>&gt;</b>	8,697.27	-41	6.16%

#### Item 14.

# Community Main Street Inc

#### STATEMENT OF FINANCIAL POSITION

As of November 30, 2019

ACCETO	TOTAL
ASSETS	
Current Assets	
Bank Accounts	14.040.07
CMS Capital Improvement Fund #7034754	14,243.87
CMS Manny Market Operating Records #7004070	137,000.63
CMS Money Market Operating Reserve #7004070	80,641.22 115.19
Collins Community CU Savings Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$232,050.91
Accounts Receivable	<del>\</del> ,
Accounts Receivable	4,739.00
Total Accounts Receivable	\$4,739.00
	ψ+,/09.00
Other Current Assets	0.00
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds Total Other Current Assets	0.00
	\$0.00
Total Current Assets	\$236,789.91
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-14,417.00
Equipment Service Proposition	67,967.08
Equipment Accum. Depreciation	-56,193.00
Total Fixed Assets	\$473,732.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$710,522.57
IABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
	215

	TOTA
Direct Deposit Payable	Item 14. 0
FICA/Federal W/H	0.00
Gift Certificates	62,367.01
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	3,778.50
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$66,145.51
Total Current Liabilities	\$66,145.51
Long-Term Liabilities	
Loan - First National Bank	195,777.39
Total Long-Term Liabilities	\$195,777.39
Total Liabilities	\$261,922.90
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	431,925.81
Unrestricted Fund Balance	0.00
Net Revenue	16,673.86
Total Equity	\$448,599.67
TOTAL LIABILITIES AND EQUITY	\$710,522.57

### COMMUNITY MAIN STREET Income Statement

NOVEMBER 2019

		М	ONTHLY BUD	GET - NO	OVEMB	BER	MON	HLY BUDGET	- JU	LY TO NOVE	MBER	ANNUAL BUDGET						
	MONTH MONTH ACTUAL BUDGET		RUDGET		YEAR TO DATE ACTUAL	DATE BUDGET		ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	DATE BUDGET		CTUAL TO BUDGET ARIANCE	% OF ANNUAL BUDGET				
Revenue																		
Board Income		0.00	0.00		0.00		1,440.00	1,560.00		-120.00	92.31%	1,440.00	1,560.00		-120.00	92.31%		
City Funding		0.00	6,250.00	-6,	250.00	0.00%	7,500.00	6,250.00		1,250.00	120.00%	7,500.00	12,500.00		-5,000.00	60.00%		
Event Income		17,670.00	25,000.00	-7,	330.00	70.68%	60,456.44	78,320.00		-17,863.56	77.19%	60,456.44	115,000.00		-54,543.56	52.57%		
Friends/Streetscape		1,538.82	0.00	1,	538.82		2,203.32	1,250.00		953.32	176.27%	2,203.32	9,500.00		-7,296.68	23.19%		
Grant & other Income		279.29	0.00		279.29		3,519.34	18,000.00		-14,480.66	19.55%	3,519.34	18,000.00		-14,480.66	19.55%		
SSMID		20,702.95	50,000.00	-29,	297.05	41.41%	79,668.94	100,000.00		-20,331.06	79.67%	79,668.94	200,000.00		120,331.06	39.83%		
Total Revenue	\$	40,191.06	\$ 81,250.00	-\$ 41,	058.94	49.47%	\$ 154,788.04	\$ 205,380.00	-\$	50,591.96	75.37%	\$ 154,788.04	\$ 356,560.00	-\$	201,771.96	43.41%		
Gross Profit	\$	40,191.06	\$ 81,250.00	-\$ 41,	058.94	49.47%	\$ 154,788.04	\$ 205,380.00	-\$	50,591.96	75.37%	\$ 154,788.04	\$ 356,560.00	-\$	201,771.96	43.41%		
Expenditures																		
Board Lunch Expense		162.18	130.00		32.18	124.75%	693.64	650.00		43.64	106.71%	693.64	1,560.00		-866.36	44.46%		
Committee Expense		3,352.79	5,000.00	-1,	647.21	67.06%	7,559.28	7,000.00		559.28	107.99%	7,559.28	28,000.00		-20,440.72	27.00%		
Depreciation Expense		1,435.00	1,435.00		0.00	100.00%	7,175.00	7,175.00		0.00	100.00%	7,175.00	17,220.00		-10,045.00	41.67%		
Dues and Subscriptions		538.99	600.00		-61.01	89.83%	4,127.16	3,650.00		477.16	113.07%	4,127.16	7,600.00		-3,472.84	54.30%		
Event Expense		9,154.24	25,000.00	-15,	845.76	36.62%	43,211.59	62,000.00		-18,788.41	69.70%	43,637.59	86,000.00		-42,362.41	50.74%		
Grant Expense		0.00	9,000.00	-9,	00.00	0.00%	0.00	9,000.00		-9,000.00	0.00%	0.00	18,000.00		-18,000.00	0.00%		
Insurance		0.00	0.00		0.00		0.00	0.00		0.00		0.00	5,500.00		-5,500.00	0.00%		
Miscellaneous		252.90	150.00		102.90	168.60%	1,399.53	800.00		599.53	174.94%	1,399.53	2,000.00		-600.47	69.98%		
Office Supplies		101.05	625.00	-	523.95	16.17%	1,095.54	3,125.00		-2,029.46	35.06%	1,095.54	7,500.00		-6,404.46	14.61%		
Payroll Expenses		12,682.14	12,080.00		602.14	104.98%	56,830.62	60,400.00		-3,569.38	94.09%	56,830.62	145,000.00		-88,169.38	39.19%		
Postage and Delivery		1,420.32	500.00		920.32	284.06%	1,593.21	900.00		693.21	177.02%	1,593.21	2,200.00		-606.79	72.42%		
Professional Fees		515.00	0.00		515.00		3,390.00	4,000.00		-610.00	84.75%	3,390.00	7,000.00		-3,610.00	48.43%		
Repairs		0.00	0.00		0.00		421.01	750.00		-328.99	56.13%	421.01	1,500.00		-1,078.99	28.07%		
Snow Removal & Lawn Care		98.15	125.00		-26.85	78.52%	296.30	1,225.00		-928.70	24.19%	296.30	3,000.00		-2,703.70	9.88%		
Streetscape Expense		0.00	0.00		0.00		96.30	1,250.00		-1,153.70	7.70%	96.30	2,500.00		-2,403.70	3.85%		
Telephone		123.47	207.00		-83.53	59.65%	776.55	1,035.00		-258.45	75.03%	776.55	2,488.00		-1,711.45	31.21%		
Travel & Training		276.87	50.00		226.87	553.74%	2,874.90	650.00		2,224.90	442.29%	2,874.90	5,000.00		-2,125.10	57.50%		
Utilities	_	300.00	350.00		-50.00	85.71%	1,500.00	1,550.00		-50.00	96.77%	1,500.00	4,000.00		-2,500.00	37.50%		
Total Expenditures	\$	30,413.10	\$ 55,252.00	-\$ 24,	838.90	55.04%	\$ 133,040.63	\$ 165,160.00	-\$	32,119.37	80.55%	\$ 133,466.63	\$ 346,068.00	-\$	212,601.37	38.57%		
Net Operating Revenue	\$	9,777.96	\$ 25,998.00	-\$ 16,	220.04	37.61%	\$ 21,747.41	\$ 40,220.00	-\$	18,472.59	54.07%	\$ 21,321.41	\$ 10,492.00	\$	10,829.41	203.22%		
Other Expenditures																		
Interest Expense		1,014.71	1,014.75		-0.04	100.00%	5,073.55	5,073.75		-0.20	100.00%	5,073.55	12,177.00		-7,103.45	41.67%		
Total Other Expenditures	\$	1,014.71	\$ 1,014.75	-\$	0.04	100.00%	\$ 5,073.55	\$ 5,073.75	-\$	0.20	100.00%	\$ 5,073.55	\$ 12,177.00	-\$	7,103.45	41.67%		
Net Other Revenue	-\$	1,014.71	-\$ 1,014.75	\$	0.04	100.00%	-\$ 5,073.55	-\$ 5,073.75	\$	0.20	100.00%	-\$ 5,073.55	-\$ 12,177.00	\$	7,103.45	41.67%		
Net Revenue	\$	8,763.25	\$ 24,983.25	-\$ 16,	220.00	35.08%	\$ 16,673.86	\$ 35,146.25	-\$	18,472.39	47.44%	\$ 16,247.86	-\$ 1,685.00	\$	17,932.86	-964.26%		

### Item 14.

## Community Main Street Inc

### STATEMENT OF FINANCIAL POSITION

As of December 31, 2019

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,247.50
CMS Main Checking #13920	130,063.77
CMS Money Market Operating Reserve #7004070	80,672.02
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$225,148.48
Accounts Receivable	
Accounts Receivable	4,614.50
Total Accounts Receivable	\$4,614.50
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$229,762.98
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-15,497.00
Equipment	67,967.08
Equipment Accum. Depreciation	-56,548.00
Total Fixed Assets	\$472,297.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$702,060.64
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
	218
	218

	TOTA
Direct Deposit Payable	Item 14. 0
FICA/Federal W/H	0.00
Gift Certificates	85,775.34
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	664.57
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$86,439.91
Total Current Liabilities	\$86,439.91
Long-Term Liabilities	
Loan - First National Bank	195,714.84
Total Long-Term Liabilities	\$195,714.84
Total Liabilities	\$282,154.75
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	431,925.81
Unrestricted Fund Balance	0.00
Net Revenue	-12,019.92
Total Equity	\$419,905.89
TOTAL LIABILITIES AND EQUITY	\$702,060.64

### COMMUNITY MAIN STREET Income Statement

### DECEMBER 2019

	MONTHLY BUDGET - DECEMBER							MON.	THLY	BUDGET	- JU	LY TO DECE	MBEF	3	ANNUAL BUDGET						
	PUNCET		%	OF DGET	YEAR TO ANNUAL DATE BUDGET ACTUAL			CTUAL TO BUDGET /ARIANCE	ANI	OF NUAL DGET	YEAR TO DATE ACTUA		ANNUAL BUDGET		CTUAL TO BUDGET 'ARIANCE	% OF ANNUAL BUDGET					
Revenue																					
Board Income		0.00	0.00		0.00			1,440.00		1,560.00		-120.00		92.31%	1,440.0	00	1,560.00		-120.00		92.31%
City Funding		0.00	0.00		0.00			7,500.00		6,250.00		1,250.00		120.00%	7,500.0	00	12,500.00		-5,000.00		60.00%
Event Income		9,479.59	10,000.00		-520.41		94.80%	69,936.03		88,320.00		-18,383.97		79.18%	69,936.0	)3	115,000.00		-45,063.97		60.81%
Friends/Streetscape		894.12	0.00		894.12			3,097.44		1,250.00		1,847.44		247.80%	3,097.4	4	9,500.00		-6,402.56		32.60%
Grant & other Income		34.43	0.00		34.43			3,553.77		18,000.00		-14,446.23		19.74%	3,553.	7	18,000.00		-14,446.23		19.74%
SSMID		0.00	0.00		0.00			79,668.94		100,000.00		-20,331.06		79.67%	79,668.9	14	200,000.00		-120,331.06		39.83%
Total Revenue	\$	10,408.14	\$ 10,000.00	\$	408.14		104.08%	\$ 165,196.18	\$ :	215,380.00	-\$	50,183.82		76.70%	\$ 165,196.3	.8 \$	\$ 356,560.00	-\$	191,363.82		46.33%
Gross Profit	\$	10,408.14	\$ 10,000.00	\$	408.14		104.08%	\$ 165,196.18	\$ :	215,380.00	-\$	50,183.82		76.70%	\$ 165,196.3	.8 \$	\$ 356,560.00	-\$	191,363.82		46.33%
Expenditures																					
Board Lunch Expense		11.98	130.00		-118.02		9.22%	705.62		780.00		-74.38		90.46%	705.6	52	1,560.00		-854.38		45.23%
Committee Expense		813.25	3,500.00		-2,686.75		23.24%	8,372.53		10,500.00		-2,127.47		79.74%	8,372.	3	28,000.00		-19,627.47		29.90%
Depreciation Expense		1,435.00	1,435.00		0.00		100.00%	8,610.00		8,610.00		0.00		100.00%	8,610.0	00	17,220.00		-8,610.00		50.00%
Dues and Subscriptions		594.49	600.00		-5.51		99.08%	4,721.65		4,250.00		471.65		111.10%	4,721.6	55	7,600.00		-2,878.35		62.13%
Event Expense		21,796.27	11,000.00		10,796.27		198.15%	65,007.86		73,000.00		-7,992.14		89.05%	65,007.8	86	86,000.00		-20,992.14		75.59%
Grant Expense		0.00	0.00		0.00			0.00		9,000.00		-9,000.00		0.00%	0.0	00	18,000.00		-18,000.00		0.00%
Insurance		0.00	0.00		0.00			0.00		0.00		0.00			0.0	00	5,500.00		-5,500.00		0.00%
Miscellaneous		61.98	200.00		-138.02		30.99%	1,461.51		1,000.00		461.51		146.15%	1,461.	1	2,000.00		-538.49		73.08%
Office Supplies		640.35	625.00		15.35		102.46%	1,735.89		3,750.00		-2,014.11		46.29%	1,735.8	19	7,500.00		-5,764.11		23.15%
Payroll Expenses		12,108.12	12,080.00		28.12		100.23%	68,938.74		72,480.00		-3,541.26		95.11%	68,938.	4	145,000.00		-76,061.26		47.54%
Postage and Delivery		0.00	100.00		-100.00		0.00%	1,593.21		1,000.00		593.21		159.32%	1,593.2	1	2,200.00		-606.79		72.42%
Professional Fees		0.00	1,000.00		-1,000.00		0.00%	3,390.00		5,000.00		-1,610.00		67.80%	3,390.0	00	7,000.00		-3,610.00		48.43%
Repairs		0.00	0.00		0.00			421.01		750.00		-328.99		56.13%	421.0	)1	1,500.00		-1,078.99		28.07%
Snow Removal & Lawn Care		0.00	200.00		-200.00		0.00%	296.30		1,425.00		-1,128.70		20.79%	296.3	10	3,000.00		-2,703.70		9.88%
Streetscape Expense		0.00	0.00		0.00			96.30		1,250.00		-1,153.70		7.70%	96.3	10	2,500.00		-2,403.70		3.85%
Telephone		204.65	207.00		-2.35		98.86%	981.20		1,242.00		-260.80		79.00%	981.2	.0	2,488.00		-1,506.80		39.44%
Travel & Training		121.12	1,000.00		-878.88		12.11%	2,996.02		1,650.00		1,346.02		181.58%	2,996.0		5,000.00		-2,003.98		59.92%
Utilities		300.00	350.00		-50.00		85.71%	1,800.00		1,900.00		-100.00		94.74%	1,800.0	00	4,000.00		-2,200.00		45.00%
Total Expenditures	\$	38,087.21	\$ 32,427.00	\$	5,660.21		117.46%	\$ 171,127.84	\$ :	197,587.00	-\$	26,459.16		86.61%	\$ 171,127.8	34 \$	\$ 346,068.00	-\$	174,940.16		49.45%
Net Operating Revenue	-\$	27,679.07	-\$ 22,427.00	-\$	5,252.07		123.42%	-\$ 5,931.66	\$	17,793.00	-\$	23,724.66		-33.34%	-\$ 5,931.6	6 \$	\$ 10,492.00	-\$	16,423.66	-	56.54%
Other Expenditures																					
Interest Expense		1,014.71	1,014.75		-0.04		100.00%	6,088.26		6,088.50		-0.24		100.00%	6,088.2	16	12,177.00		-6,088.74		50.00%
Total Other Expenditures	\$	1,014.71	\$ 1,014.75	-\$	0.04		100.00%	\$ 6,088.26	\$	6,088.50	-\$	0.24		100.00%	\$ 6,088.2	6 \$	\$ 12,177.00	-\$	6,088.74		50.00%
Net Other Revenue	-\$	1,014.71	-\$ 1,014.75	\$	0.04		100.00%	-\$ 6,088.26	-\$	6,088.50	\$	0.24		100.00%	-\$ 6,088.2	6 -	\$ 12,177.00	\$	6,088.74		50.00%
Net Revenue	-\$	28,693.78	-\$ 23,441.75	-\$	5,252.03		122.40%	-\$ 12,019.92	\$	11,704.50	-\$	23,724.42	-	102.69%	-\$ 12,019.9	2 -	\$ 1,685.00	-\$	10,334.92	7	13.35%

### Item 14.

## Community Main Street Inc

### STATEMENT OF FINANCIAL POSITION

As of January 31, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,251.13
CMS Main Checking #13920	117,643.27
CMS Money Market Operating Reserve #7004070	80,702.83
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00 0.00
Paypal Petty Cash	50.00
Total Bank Accounts	\$212,762.42
Accounts Receivable	ΨΕ 12,7 02.12
Accounts Receivable  Accounts Receivable	3,395.00
Total Accounts Receivable	\$3,395.00
	ф0,030.00
Other Current Assets	0.00
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds Total Other Current Assets	0.00 <b>\$0.00</b>
Total Current Assets	\$216,157.42
	φ210,137. <del>4</del> 2
Fixed Assets	400 4 40 50
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-16,577.00 67,067.09
Equipment Accum. Depreciation	67,967.08 -56,903.00
Total Fixed Assets	\$470,862.66
	ψ+/ 0,002.00
Other Assets	0.00
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent Tatal Other Assats	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$687,020.08
LIABILITIES AND EQUITY Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	ψο.σο
Accrued Sales Expense	0.00
Deferred Income	0.00
Dolottod mootile	
	221

	TOTA
Direct Deposit Payable	Item 14. 0
FICA/Federal W/H	0.00
Gift Certificates	87,612.80
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	-387.65
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$87,225.15
Total Current Liabilities	\$87,225.15
Long-Term Liabilities	
Loan - First National Bank	195,652.29
Total Long-Term Liabilities	\$195,652.29
Total Liabilities	\$282,877.44
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	431,925.81
Unrestricted Fund Balance	0.00
Net Revenue	-27,783.17
Total Equity	\$404,142.64
TOTAL LIABILITIES AND EQUITY	\$687,020.08

### COMMUNITY MAIN STREET Income Statement

**JANUARY 2020** 

	MONTHLY BUDGET - JANUARY							MONT	THLY BUDG	ET-	JULY TO JAN	UARY	ANNUAL BUDGET						
	MON		MONTH BUDGET	1	CTUAL TO BUDGET ARIANCE	GET BUDGET		YEAR TO DATE ACTUAL	ANNUAL		ACTUAL TO % OF BUDGET ANNUAL VARIANCE BUDGET		YEAR TO DATE ACTUAL	RUDGET		CTUAL TO BUDGET /ARIANCE	% OF ANNUAL BUDGET		
Revenue																			
Board Income		0.00	0.00		0.00	0	.00%	1,440.00	1,560.0	00	-120.00	92.31%	1,440.00	1,560.00		-120.00	92.31%		
City Funding		0.00	0.00		0.00	0	.00%	7,500.00	6,250.0	00	1,250.00	120.00%	7,500.00	12,500.00		-5,000.00	60.00%		
Event Income	2,3	00.00	2,400.00		-100.00	95	.83%	73,086.03	90,720.0	00	-17,633.97	80.56%	73,086.03	115,000.00		-41,913.97	63.55%		
Friends/Streetscape	1,5	38.82	0.00		1,538.82	0	.00%	4,636.26	1,250.0	00	3,386.26	370.90%	4,636.26	9,500.00		-4,863.74	48.80%		
Grant & other Income		18.44	0.00		48.44	0	.00%	3,602.21	18,000.0	00	-14,397.79	20.01%	3,602.21	18,000.00		-14,397.79	20.01%		
SSMID		0.00	0.00		0.00	0	.00%	79,668.94	100,000.0	00	-20,331.06	79.67%	79,668.94	200,000.00		-120,331.06	39.83%		
Total Revenue	\$ 3,8	37.26	\$ 2,400.00	\$	1,487.26	161	.97%	\$ 169,933.44	\$ 217,780.0	00 -:	\$ 47,846.56	78.03%	\$ 169,933.44	\$ 356,560.00	-\$	186,626.56	47.66%		
Gross Profit	\$ 3,8	37.26	\$ 2,400.00	\$	1,487.26	161	.97%	\$ 169,933.44	\$ 217,780.0	00 -:	\$ 47,846.56	78.03%	\$ 169,933.44	\$ 356,560.00	-\$	186,626.56	47.66%		
Expenditures																			
Board Lunch Expense		0.00	130.00		-130.00	0	.00%	705.62	910.0	00	-204.38	77.54%	705.62	1,560.00		-854.38	45.23%		
Committee Expense	1	21.26	2,500.00		-2,378.74	4	.85%	8,785.53	13,000.0	00	-4,214.47	67.58%	8,785.53	28,000.00		-19,214.47	31.38%		
Depreciation Expense	1,4	35.00	1,435.00		0.00	100	.00%	10,045.00	10,045.0	00	0.00	100.00%	10,045.00	17,220.00		-7,175.00	58.33%		
Dues and Subscriptions	6	51.39	550.00		101.39	118	.43%	5,373.04	4,800.0	00	573.04	111.94%	5,373.04	7,600.00		-2,226.96	70.70%		
Event Expense	4,9	17.71	8,000.00		-3,082.29	61	.47%	69,933.83	81,000.0	00	-11,066.17	86.34%	69,933.83	86,000.00		-16,066.17	81.32%		
Grant Expense		0.00	0.00		0.00	0	.00%	0.00	9,000.0	00	-9,000.00	0.00%	0.00	18,000.00		-18,000.00	0.00%		
Insurance		0.00	0.00		0.00	0	.00%	0.00	0.0	00	0.00	0.00%	0.00	5,500.00		-5,500.00	0.00%		
Miscellaneous	1	95.81	150.00		45.81	130	.54%	1,657.32	1,150.0	00	507.32	144.11%	1,657.32	2,000.00		-342.68	82.87%		
Office Supplies		59.74	625.00		-565.26	9	.56%	1,795.63	4,375.0	00	-2,579.37	41.04%	1,795.63	7,500.00		-5,704.37	23.94%		
Payroll Expenses	10,9	34.50	12,080.00		-1,095.50	90	.93%	79,923.24	84,560.0	00	-4,636.76	94.52%	79,923.24	145,000.00		-65,076.76	55.12%		
Postage and Delivery		0.00	100.00		-100.00	0	.00%	1,593.21	1,100.0	00	493.21	144.84%	1,593.21	2,200.00		-606.79	72.42%		
Professional Fees	2	91.50	0.00		291.50		.00%	3,681.50	5,000.0	00	-1,318.50	73.63%	3,681.50	7,000.00		-3,318.50	52.59%		
Repairs		0.00	375.00		-375.00	0	.00%	421.01	1,125.0	00	-703.99	37.42%	421.01	1,500.00		-1,078.99	28.07%		
Snow Removal & Lawn Care		30.00	200.00		-170.00	15	.00%	326.30	1,625.0		-1,298.70	20.08%	326.30	3,000.00		-2,673.70	10.88%		
Streetscape Expense		0.00	0.00		0.00		.00%	96.30	1,250.0		-1,153.70	7.70%	96.30	2,500.00		-2,403.70	3.85%		
Telephone	1	24.39	207.00		-82.61		.09%	1,105.59	1,449.0	00	-343.41	76.30%	1,105.59	2,488.00		-1,382.41	44.44%		
Travel & Training		0.00	100.00		-100.00		.00%	2,996.02	1,750.0		1,246.02	171.20%	2,996.02	5,000.00		-2,003.98	59.92%		
Utilities		74.50	350.00		24.50		.00%	2,174.50	2,250.0		-75.50	96.64%	2,174.50	4,000.00		-1,825.50	54.36%		
Total Expenditures	\$ 19,1	35.80	\$ 26,802.00	-\$	7,616.20		.58%	\$ 190,613.64	\$ 224,389.0	00 -:	\$ 33,775.36	84.95%	\$ 190,613.64	\$ 346,068.00	-\$	155,454.36	55.08%		
Net Operating Revenue	-\$ 15,2	98.54	-\$ 24,402.00	\$	9,103.46	62	.69%	-\$ 20,680.20	-\$ 6,609.0	00 -	\$ 14,071.20	312.91%	-\$ 20,680.20	\$ 10,492.00	-\$	31,172.20	-197.10%		
Other Expenditures																			
Interest Expense	1,0	14.71	1,014.75		-0.04	100	.00%	7,102.97	7,103.	25	-0.28	100.00%	7,102.97	12,177.00		-5,074.03	58.33%		
Total Other Expenditures	\$ 1,0	14.71	\$ 1,014.75	-\$	0.04	100	.00%	\$ 7,102.97	\$ 7,103.2	25 -	\$ 0.28	100.00%	\$ 7,102.97	\$ 12,177.00	-\$	5,074.03	58.33%		
Net Other Revenue	-\$ 1,0	14.71	-\$ 1,014.75	\$	0.04	100	.00%	-\$ 7,102.97	-\$ 7,103.2	5 \$	0.28	100.00%	-\$ 7,102.97	-\$ 12,177.00	\$	5,074.03	58.33%		
Net Revenue	-\$ 16,3	13.25	-\$ 25,416.75	\$	9,103.50	64	.18%	-\$ 27,783.17	-\$ 13,712.2	25 -:	\$ 14,070.92	202.62%	-\$ 27,783.17	-\$ 1,685.00	-\$	26,098.17	1648.85%		

## Community Main Street Inc

Item 14.

### STATEMENT OF FINANCIAL POSITION

As of February 29, 2020

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
CMS Capital Improvement Fund #7034754	14,254.52
CMS Main Checking #13920	76,909.13
CMS Money Market Operating Reserve #7004070	98,882.03
Collins Community CU Savings	115.19
Facebook Donations #700476	0.00
Paypal	0.00
Petty Cash	50.00
Total Bank Accounts	\$190,210.87
Accounts Receivable	
Accounts Receivable	1,800.00
Total Accounts Receivable	\$1,800.00
Other Current Assets	
Inventory Asset	0.00
Payroll Corrections	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$192,010.87
Fixed Assets	
310 E 4th Street (CMS Office)	429,143.58
310 E 4th Street Land	47,232.00
Building Accum. Depreciation	-17,657.00
Equipment	67,967.08
Equipment Accum. Depreciation	-57,258.00
Total Fixed Assets	\$469,427.66
Other Assets	
Investment in SSMU	0.00
Investment in SSMU-Contra	0.00
Prepaid Rent	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$661,438.53

	TOTAL
LIABILITIES AND EQUITY	Item 14.
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
Direct Deposit Payable	0.00
FICA/Federal W/H	0.00
Gift Certificates	84,862.80
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	-87.63
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$84,775.17
Total Current Liabilities	\$84,775.17
Long-Term Liabilities	
Loan - First National Bank	195,589.74
Total Long-Term Liabilities	\$195,589.74
Total Liabilities	\$280,364.91
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	431,925.81
Unrestricted Fund Balance	0.00
Net Revenue	-50,852.19
Total Equity	\$381,073.62
TOTAL LIABILITIES AND EQUITY	\$661,438.53

### COMMUNITY MAIN STREET Income Statement

FEBRUARY 2020

	MONTHLY BUDGET - FEBRUARY						MON.	THLY	BUDGET	- JL	JLY TO FEBF	RUAR	Y	ANNUAL BUDGET								
		MONTH ACTUAL	MON'		В	ACTUAL TO % OF BUDGET BUDGET VARIANCE		YEAR TO DATE ACTUAL		ANNUAL BUDGET		ACTUAL TO BUDGET VARIANCE	AN	OF NUAL DGET	YEAR TO DATE ACTUAL		ANNUAL BUDGET	E	CTUAL TO BUDGET ARIANCE	% OF ANNUAL BUDGET		
Revenue																						
Board Income		0.00	(	.00		0.00		0.00%	1,440.00		1,560.00		-120.00		92.31%	1,440.00		1,560.00		-120.00	92.31%	
City Funding		0.00		.00		0.00		0.00%	7,500.00		6,250.00		1,250.00		120.00%	7,500.00		12,500.00		-5,000.00	60.00%	
Event Income		412.82		.00		412.82		0.00%	73,498.85		90,720.00		-17,221.15		81.02%	73,498.85		115,000.00		-41,501.15	63.91%	
Friends/Streetscape		-406.98	3,500			-3,906.98		11.63%	4,229.28		4,750.00		-520.72		89.04%	4,229.28		9,500.00		-5,270.72	44.52%	
Grant & other Income		37.59	,	.00		37.59		0.00%	3,639.80		18,000.00		-14,360.20		20.22%	3,639.80		18,000.00		-14,360.20	20.22%	
SSMID		0.00		.00		0.00		0.00%	79,668.94		100,000.00		-20,331.06		79.67%	79,668.94		200,000.00		120,331.06	39.83%	
Total Revenue	Ś	43.43	\$ 3.500	.00	-\$	3.456.57		1.24%	\$ 169,976,87		221.280.00	-\$	51,303.13		76.82%			356,560.00		186,583.13	47.67%	ĺ
Gross Profit	Ś	43.43	\$ 3.500	.00	-\$	3.456.57		1.24%	\$ 169,976,87	\$ 2	221.280.00	-\$			76.82%	\$ 169.976.87		356,560.00		186,583.13	47.67%	١
Expenditures	Ψ.	13.13	φ 3,500		Ψ.	3, 130.37		212 170	¥ 103,370.07	Υ.	.22,200.00	Ψ.	51,505.15		70.0270	Ų 103,370.07	Ψ.	550,500.00	Ψ.	100,505.15	17.0770	
Board Lunch Expense		174.20	130	.00		44.20	1	34.00%	879.82		1,040.00		-160.18		84.60%	879.82		1,560.00		-680.18	56.40%	
Committee Expense		3,899.31	4,000			-100.69		97.48%	12,684.84		17,000.00		-4,315.16		74.62%	12,684.84		28,000.00		-15,315.16	45.30%	
Depreciation Expense		1,435.00	1,435			0.00		.00.00%	11,480.00		11,480.00		0.00		100.00%	11,480.00		17,220.00		-5,740.00	66.67%	
Dues and Subscriptions		746.77	,	.00		196.77		35.78%	6,119.81		5,350.00		769.81		114.39%	6,119.81		7,600.00		-1,480.19	80.52%	
Event Expense		1,365.55	500	.00		865.55	2	73.11%	71,149.38		81,500.00		-10,350.62		87.30%	71,149.38		86,000.00		-14,850.62	82.73%	
Grant Expense		0.00	(	.00		0.00		0.00%	0.00		9,000.00		-9,000.00		0.00%	0.00		18,000.00		-18,000.00	0.00%	
Insurance		0.00	(	.00		0.00		0.00%	0.00		0.00		0.00			0.00		5,500.00		-5,500.00	0.00%	
Miscellaneous		84.00	150	.00		-66.00		56.00%	1,741.32		1,300.00		441.32		133.95%	1,741.32		2,000.00		-258.68	87.07%	
Office Supplies		266.53	625	.00		-358.47		42.64%	2,062.16		5,000.00		-2,937.84		41.24%	2,062.16		7,500.00		-5,437.84	27.50%	
Payroll Expenses		10,745.52	12,080	.00		-1,334.48		88.95%	90,668.76		96,640.00		-5,971.24		93.82%	90,668.76		145,000.00		-54,331.24	62.53%	
Postage and Delivery		176.18	300	.00		-123.82		58.73%	1,769.39		1,400.00		369.39		126.39%	1,769.39		2,200.00		-430.61	80.43%	
Professional Fees		0.00	(	.00		0.00		0.00%	3,681.50		5,000.00		-1,318.50		73.63%	3,681.50		7,000.00		-3,318.50	52.59%	
Repairs		0.00	(	.00		0.00		0.00%	421.01		1,125.00		-703.99		37.42%	421.01		1,500.00		-1,078.99	28.07%	
Snow Removal & Lawn Care		80.00	200	.00		-120.00		40.00%	406.30		1,825.00		-1,418.70		22.26%	406.30		3,000.00		-2,593.70	13.54%	
Streetscape Expense		0.00	(	.00		0.00		0.00%	96.30		1,250.00		-1,153.70		7.70%	96.30		2,500.00		-2,403.70	3.85%	
Telephone		204.39	207	.00		-2.61		98.74%	1,309.98		1,656.00		-346.02		79.11%	1,309.98		2,488.00		-1,178.02	52.65%	
Travel & Training		85.00	100	.00		-15.00		85.00%	3,081.02		1,850.00		1,231.02		166.54%	3,081.02		5,000.00		-1,918.98	61.62%	
Utilities		343.42	350	.00		-6.58		98.12%	2,517.92		2,600.00		-82.08		96.84%	2,517.92		4,000.00		-1,482.08	62.95%	
Total Expenditures	\$	19,605.87	\$ 20,627	.00	-\$	1,021.13		95.05%	\$ 210,069.51	\$ 2	245,016.00	-\$	34,946.49		85.74%	\$ 210,069.51	\$	346,068.00	-\$ *	135,998.49	60.70%	ĺ
Net Operating Revenue	-\$	19,562.44	-\$ 17,127	.00	-\$	2,435.44	1	14.22%	-\$ 40,092.64	-\$	23,736.00	-\$	16,356.64		168.91%	-\$ 40,092.64	\$	10,492.00	-\$	50,584.64	-382.13%	
Other Expenditures																						
Interest Expense		1,014.71	1,014	.75		-0.04	1	.00.00%	8,117.68		8,118.00		-0.32		100.00%	8,117.68		12,177.00		-4,059.32	66.66%	Ì
Other Expenses		2,641.87	(	.00		2,641.87			2,641.87		0.00		2,641.87			2,641.87		0.00		2,641.87		
Total Other Expenditures	\$	3,656.58	\$ 1,014	.75	\$	2,641.83	3	860.34%	\$ 10,759.55	\$	8,118.00	\$	2,641.55		132.54%	\$ 10,759.55	\$	12,177.00	-\$	1,417.45	88.36%	J
Net Other Revenue	-\$	3,656.58	-\$ 1,014	.75	-\$	2,641.83	3	60.34%	-\$ 10,759.55	-\$	8,118.00	-\$	2,641.55		132.54%	-\$ 10,759.55	-\$	12,177.00	\$	1,417.45	88.36%	1
Net Revenue	-\$	23,219.02	-\$ 18,141	.75	-\$	5,077.27	1	27.99%	-\$ 50,852.19	-\$	31,854.00	-\$	18,998.19		159.64%	-\$ 50,852.19	-\$	1,685.00	-\$	49,167.19	3017.93%	

### Community Main Street Inc

Item 14.

## STATEMENT OF FINANCIAL POSITION As of March 31, 2020

TOTAL **ASSETS Current Assets Bank Accounts** CMS Capital Improvement Fund #7034754 14,258.12 CMS Main Checking #13920 60,197.86 CMS Money Market Operating Reserve #7004070 98.913.30 Collins Community CU Savings 115.19 Facebook Donations #700476 0.00 Paypal 0.00 Petty Cash 50.00 **Total Bank Accounts** \$173,534.47 Accounts Receivable Accounts Receivable 2,230.00 **Total Accounts Receivable** \$2,230.00 Other Current Assets Inventory Asset 0.00 **Payroll Corrections** 0.00 **Undeposited Funds** 0.00 **Total Other Current Assets** \$0.00 **Total Current Assets** \$175,764.47 Fixed Assets 310 E 4th Street (CMS Office) 429,143.58 310 E 4th Street Land 47,232.00 Building Accum. Depreciation -18,737.00 Equipment 67,967.08 Equipment Accum. Depreciation -57,613.00 **Total Fixed Assets** \$467,992.66 Other Assets Investment in SSMU 0.00 Investment in SSMU-Contra 0.00 Prepaid Rent 0.00 **Total Other Assets** \$0.00 **TOTAL ASSETS** \$643,757.13

### Community Main Street Inc

Item 14.

### STATEMENT OF FINANCIAL POSITION

As of March 31, 2020

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Accrued Sales Expense	0.00
Deferred Income	0.00
Direct Deposit Payable	0.00
FICA/Federal W/H	0.00
Gift Certificates	80,732.80
Iowa Department of Revenue Payable	0.00
Loan - First National Bank CPLTD	0.00
Payroll Liabilities	-1,055.46
Sales Tax Payable	0.00
Simple IRA payable	0.00
State W/H	0.00
Total Other Current Liabilities	\$79,677.34
Total Current Liabilities	\$79,677.34
Long-Term Liabilities	
Loan - First National Bank	195,527.19
Total Long-Term Liabilities	\$195,527.19
Total Liabilities	\$275,204.53
Equity	
Board Designated Reserve Fund	0.00
Opening Bal Equity	0.00
Retained Earnings	431,925.81
Unrestricted Fund Balance	0.00
Net Revenue	-63,373.21
Total Equity	\$368,552.60
TOTAL LIABILITIES AND EQUITY	\$643,757.13

### COMMUNITY MAIN STREET Income Statement

MARCH 2020

			MONTHLY B	UDG	ET - MARCI	4	MON	NTHLY BUDGE	ET	JULY TO MA	RCH	ANNUAL BUDGET					
		MONTH ACTUAL	MONTH BUDGET		CTUAL TO BUDGET /ARIANCE	% OF BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET		ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET	YEAR TO DATE ACTUAL	ANNUAL BUDGET	ACTUAL TO BUDGET VARIANCE	% OF ANNUAL BUDGET		
Revenue																	
Board Income		0.00	0.00	1	0.00	0.00%	1,440.00	1,560.00		-120.00	92.31%	1,440.00	1,560.00	-120.00	92.31%		
City Funding		0.00	0.00		0.00	0.00%	7,500.00	6,250.00		1,250.00	120.00%	7,500.00	12,500.00	-5,000.00	60.00%		
Event Income		1,265.00	0.00		1,265.00	0.00%	74,763.85	90,720.00		-15,956.15	82.41%	74,763.85	115,000.00	-40,236.15	65.01%		
Friends/Streetscape		3,109.25	3,500.00		-390.75	88.84%	7,338.53	8,250.00		-911.47	88.95%	7,338.53	9,500.00	-2,161.47	77.25%		
Grant & other Income		34.87	0.00		34.87	0.00%	3,674.67	18,000.00		-14,325.33	20.41%	3,674.67	18,000.00	-14,325.33	20.41%		
SSMID		0.00	0.00		0.00	0.00%	79,668.94	100.000.00		-20,331.06	79.67%	79,668.94	200.000.00	-120,331.06	39.83%		
Total Revenue	Ś	4.409.12	\$ 3,500.00	, \$	909.12	125.97%	\$ 174,385,99	\$ 224,780.00	-\$	,	77.58%	\$ 174.385.99	\$ 356,560.00	-\$ 182,174.01	48.91%		
Gross Profit	Ś	4.409.12	\$ 3,500.00	Ś	909.12	125.97%	\$ 174.385.99	\$ 224,780.00	-\$		77.58%	\$ 174.385.99	\$ 356,560.00	-\$ 182,174.01	48.91%		
Expenditures	•	.,	7 0,000.00	,			, _,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	+ == -,- =====	-	,		, _,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	+,	+,-: ···			
Board Lunch Expense		0.00	130.00	)	-130.00	0.00%	879.82	1,170.00		-290.18	75.20%	879.82	1,560.00	-680.18	56.40%		
Committee Expense		342.79	1,000.00	)	-657.21	34.28%	13,027.63	18,000.00		-4,972.37	72.38%	13,027.63	28,000.00	-14,972.37	46.53%		
Depreciation Expense		1,435.00	1,435.00	)	0.00	100.00%	12,915.00	12,915.00		0.00	100.00%	12,915.00	17,220.00	-4,305.00	75.00%		
Dues and Subscriptions		551.77	550.00	)	1.77	100.32%	6,671.58	5,900.00		771.58	113.08%	6,671.58	7,600.00	-928.42	87.78%		
Event Expense		5,425.27	500.00	)	4,925.27	1085.05%	76,724.65	82,000.00		-5,275.35	93.57%	76,724.65	86,000.00	-9,275.35	89.21%		
Grant Expense		0.00	0.00	)	0.00	0.00%	0.00	9,000.00		-9,000.00	0.00%	0.00	18,000.00	-18,000.00	0.00%		
Insurance		0.00	0.00	)	0.00	0.00%	0.00	0.00		0.00		0.00	5,500.00	-5,500.00	0.00%		
Miscellaneous		440.92	200.00	)	240.92	220.46%	2,182.24	1,500.00		682.24	145.48%	2,182.24	2,000.00	182.24	109.11%		
Office Supplies		66.05	625.00	)	-558.95	10.57%	2,128.21	5,625.00		-3,496.79	37.83%	2,128.21	7,500.00	-5,371.79	28.38%		
Payroll Expenses		6,998.97	12,090.00	)	-5,091.03	57.89%	97,667.73	108,730.00		-11,062.27	89.83%	97,667.73	145,000.00	-47,332.27	67.36%		
Postage and Delivery		0.00	100.00	)	-100.00	0.00%	1,769.39	1,500.00		269.39	117.96%	1,769.39	2,200.00	-430.61	80.43%		
Professional Fees		110.00	1,000.00	)	-890.00	11.00%	3,791.50	6,000.00		-2,208.50	63.19%	3,791.50	7,000.00	-3,208.50	54.16%		
Repairs		0.00	0.00	)	0.00		421.01	1,125.00		-703.99	37.42%	421.01	1,500.00	-1,078.99	28.07%		
Snow Removal & Lawn Care		0.00	200.00		-200.00	0.00%	406.30	2,025.00		-1,618.70	20.06%	406.30	3,000.00	-2,593.70	13.54%		
Streetscape Expense		0.00	0.00		0.00		96.30	1,250.00		-1,153.70	7.70%	96.30	2,500.00	-2,403.70	3.85%		
Telephone		72.82	207.00		-134.18	35.18%	1,382.80	1,863.00		-480.20	74.22%	1,382.80	2,488.00	-1,105.20	55.58%		
Travel & Training		30.00	500.00		-470.00	6.00%	3,111.02	2,350.00		761.02	132.38%	3,111.02	5,000.00	-1,888.98	62.22%		
Utilities		351.84	350.00		1.84	100.53%	2,869.76	2,950.00		-80.24	97.28%	2,869.76	4,000.00	-1,130.24	71.74%		
Total Expenditures	\$	15,825.43	\$ 18,887.00		3,061.57	83.79%	\$ 226,044.94	\$ 263,903.00	-\$	, ,	85.65%	,-	\$ 346,068.00	-\$ 120,023.06	65.32%		
Net Operating Revenue	-\$	11,416.31	-\$ 15,387.00	\$	3,970.69	74.19%	-\$ 51,658.95	-\$ 39,123.00	-\$	12,535.95	132.04%	-\$ 51,658.95	\$ 10,492.00	-\$ 62,150.95	-492.37%		
Other Expenditures																	
Interest Expense		1,014.71	1,014.75		-0.04	100.00%	9,132.39	9,132.75		-0.36	100.00%	9,132.39	12,177.00	-3,044.61	75.00%		
Other Expenses	\$	0.00		\$	0.00	0.00%	2,641.87	0.00		2,641.87	0.00%	2,641.87	0.00	2,641.87	0.00%		
Total Other Expenditures	\$	1,014.71	\$ 1,014.75	-	0.04	100.00%	\$ 11,774.26	\$ 9,132.75	\$	2,641.51	128.92%	\$ 11,774.26	\$ 12,177.00	-\$ 402.74	96.69%		
Net Other Revenue	-\$	1,014.71	-\$ 1,014.75		0.04	100.00%	-\$ 11,774.26	-\$ 9,132.75	-\$		128.92%	-\$ 11,774.26	-\$ 12,177.00	\$ 402.74	96.69%		
Net Revenue	-\$	12,431.02	-\$ 16,401.75	\$	3,970.73	75.79%	-\$ 63,433.21	-\$ 48,255.75	-\$	15,177.46	131.45%	-\$ 63,433.21	-\$ 1,685.00	-\$ 61,748.21	3764.58%		

### Streetscape Improvement and Cleanliness project

The improvement project has the power to transform our downtown, generate pride and create a sense of belonging in areas off Main Street. It will improve assessed values of the properties off Main which translates into sustainability, economic development, and increased quality of life.

During the past six months CMS (October -April):

- Deposited \$11,749 to the Streetscape Fund held by the Cedar Falls Community Foundation.
- Worked with Kevin Cross from Public Works to get the plaques created from the Details of the District campaign for all the benches and light poles.
- Ordered the new hanging baskets for the newly installed light poles on State and Washington.
- Worked with CFU on the new light poles to ensure the banner arms would accommodate existing banners.
- All hanging baskets were planted with flowers for their summer debut.



### **ADMINISTRATION**

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

Fax: 319-273-8610 www.cedarfalls.com

**MEMORANDUM** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator

**DATE:** April 27, 2020

**SUBJECT:** FY20 Report by College Hill Partnership

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY20 filed by College Hill Partnership. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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

xc: Jennifer Rodenbeck, Director of Finance and Business Operations



### **College Hill Partnership**

2304 College Street Po Box 974 Cedar Falls, Iowa 50613

Phone: 319-273-6228 collegehillpartnership@gmail.com www.collegehillpartnership.org

### 2019-2020 Board of Directors

Dave Deibler, President
Chris Martin, Vice President
Becky Hawbaker, Secretary
Doug Johnson, Treasurer
Andrea Geary
Andy Fuchtman
Barb Schilf
Brent Dahlstrom
Jacob Levang
Kyle Dehmlow
Ryan Kriener

15 April 2020

## Mayor Green & Members of Cedar Falls City Council 220 Clay Street

Cedar Falls, IA 50613

RE: SSMID, Economic Development, Façade Grant

Attached please find the Biannual Report form College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing the College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2019-2020 Budget (included on Financial Statement)

We are thankful for the support that the City of Cedar Falls has given our organization over the year and the collaboration that we have had.

With the submission of this report, we respectfully ask for the disbursement of the SSMID Funds, Façade Grant Funds and Economic Development Funds to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Sincerely,

Kathryn Sogard, Executive Director

K & Sogard

On behalf of the College Hill Partnership Board Of Directors



# Economic Development Fund/SSMID Community Development Fund EVALUATION FY20

#### **Project Completion and Evaluation Form**

To assist the Economic Development Review Board in evaluating the impact your organization/project had on contributing to or promoting economic development and the creation of quality employment opportunities in Cedar Falls, please complete the following (use additional paper if necessary):

### **Project Completion and Evaluation Form**

Name of Organization: <u>College Hill Partnership</u> **Project Description:** 

- The College Hill Partnership received approval of our business district as a Self-Supported Municipal Improvement District.
- The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of the College Hill. We have worked to do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the performance of the administration, redevelopment, and revitalization of the district. These funds specifically have helped to pay to further our mission of revival and promotion of the College Hill area.

- The College Hill Partnership received approval of an Economic Development Grant.
- The objective of the Economic Development grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds for the specific grant were to supply monies to support efforts of aesthetic caretaking and to support efforts to research the economic atmosphere on College Hill.
- The College Hill Partnership received approval of the Facade Improvement Grant.
- The objective of the Façade Improvement grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds are being used to supply the CHP and the College Hill Businesses to improve the facades of their buildings.

### What is the mission of your organization?:

- College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

**Grant Amount:** SSMID \$25,000.00+ Economic Development Grant \$3,000.00 Façade Improvement Grant \$6,000

### Address of Organization or person completing this application:

Street: P.O. Box 974

City: Cedar FallsState: IowaZip: 50613Phone: 319-273-6228Email: collegehillpartnership@gmail.com

## 1. Do you consider your organization/project a success April 2019 2018 through October 2019? Why?

- Our organization has made advancements over the last six months. The CHP focused its
  efforts in the previous six months on creating programming that supports our mission
  supporting economic development. The College Hill Partnership has helped facilitated
  several forums for stakeholders. These forums have helped constituents voice concerns
  on upcoming changes to the overlay district.
- Our Executive Director has worked hard to be a voice for the College Hill. Without SSMID funding, the CHP would run solely on volunteer hours.
- We have installed new banners throughout our district. They include a mix of banners along W 23rd Street and College Street and neighborhood banners along Seerley Blvd.
- We are encouraged four new businesses have located to the Hill and opened their doors. We are looking forward to seeing new entrepreneurs head to the Hill to open a business.
- We have been a part of several collaborative projects, as well. Such as:
  - Street Farmers Markets
  - Pear Fair
  - UNI Gradfest
  - UNINOW Event: Panther Block Pawty

Fortepan Wheat Pasting Mural Project

## 2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership use of SSMID funding aligns with the efforts of the city in several ways:

- We have seen an increase in investment in our district. This investment has resulted in a steady job growth. College Hill has seen the opening of Buzz Smoke and Vapor, Oh My Grill, and soon to open a new hookah bar located on College Street.
- The College Hill Partnership is unique with its connection to not only the business district but to the University (through a Staff Liaison and Student Board member). By funding the CHP, a multifaceted organization, with a diverse demographic, the City of Cedar Falls is ensuring that customers are connected to businesses, and vice-versa. Through this connection, College Hill companies can supply offerings that are in demand. A study supported by the CHP several years ago helped neighbors voice their support for a coffee shop on the Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of the Hill. We have made additional efforts to study the desires of not only the patrons of College Hill but also the nearby residents. We have partnered with a group of university students to promote a survey determining the desired offerings the Partnership could offer in Seerley Park. This group of students is using some base data collected by our Neighborhood Services Committee. It has created and revised a survey to include students at UNI. This partnership is vital to ensuring a large sample is taken from a broad spectrum of users. We hope to use their data collected to create a plan to improve the Seerley Park. We have utilized Seerley Park for many of our events to promote community on College Hill.
- Over the past six months, we have also partnered with another group from UNI. This group is made up of UNI Presidential Scholars who are working to implement a Sexual Assault Prevention Bystander Training Program in the Cedar Valley. They chose College Hill to test out their curriculum with the hopes they will be able to implement the program in other popular nightlife areas in the Cedar Valley. According to BJS.gov, the Midwest region has the highest rate of sexual assaults in the nation. Many attacks happen when alcohol is involved. Having a program offered on College Hill is a benefit not only to businesses, but to the patrons, and the overall safety of our broader community. Programs such as these support economic development and help to ensure successful business on the Hill. We are currently working on a similar project to implement mirror prompts. These prompts can be found on mirrors around campus, and the NISG is working on displaying the same prompts on mirrors throughout College Hill.
- These outcomes and efforts show that the economic environment in the College Hill and City of Cedar Falls is a positive one that encourages businesses to locate and expand here.

## 3. Did receipt of an Economic Development Fund, Community Betterment grant, and SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

The nature of the College Hill is an ever-changing. It is a developing area which requires that our organization continual focus on renewal and community engagement. The SSMID funding helps the College Hill Partnership provide numerous services that promote economic development and

improve quality employment opportunities. This past year the College Hill Partnership has been able to maintain a part-time Executive Director. SSMID monies helped further our mission. It helped us create consistency on our board and in each of our committees. Our services fall into four key areas.

- Encouraging cooperative business strategies
- Developing awareness of the neighborhood and business district through digital media
- Including several collaborative opportunities for marketing through events and partnerships
- Improving the physical appearance of the College Hill
- Promoting the District
- Sponsoring and Fostering Cultural Events
- See specific examples in the following answer

## 4. Please provide a summary of activities complete from October 2019 through April 2020 by your organization/project.

The College Hill Partnership has many services aimed at promoting economic development. Through the receipt of funds, we were able to undertake many new projects during the year. Summarization of our organization's activities are as follows:

Encouraging cooperative business strategies. The College Hill Partnership has an understanding of the challenges the College Hill area faces. We work together with merchants, residents, landlords, the University of Northern Iowa, and the City of Cedar Falls to make physical improvements. We have also been at the forefront in facilitating growth through better communication and connecting relevant parties. We have helped business growth through assisting with the establishment of a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program. The CHP staff has developed a local business survey to be completed in the upcoming months to provide more statistics of the neighborhood businesses. In addition to this survey, we have been working on compiling information about residents within our district. Having knowledge about each segment of our organization will help ensure we are providing the necessary services to our community which we serve. This sort of data helps to inform our business decisions and support the local business environment. As mentioned before, several businesses are opening on the Hill this Summer and Fall, and we hope that more will follow. Consistent efforts and meetings with the local shops and an active Executive Director have helped us improve our communication with the overall business district. We have been able to conduct and facilitate several public forums that have addressed specific challenges that College Hill Businesses face including, safety and aesthetic care.

Improving the physical appearance of College Hill. One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a significant gateway to Cedar Falls through UNI. It is one of the first districts that create an impression; the local area shows to visitors, future students, and their parents. To that end, the CHP has overseen the maintenance of flower beds in Pettersen Plaza and along College and 23rd Streets. Over the past month the College Hill Partnership beds have been highlighted on several Master Gardner websites highlighting public garden spaces, and how to maintain them successfully. In the past six months, the College Hill Partnership has worked with the Black

Hawk County Master Gardeners to aid our organization in the beatification of the area. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season. A collaboration between the College Hill Partnership, BHCo Master Gardeners, and Friends of Pettersen Plaza have also spent almost 150 hours working on providing an aesthetically pleasing, event-friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen. Without the support of the Parks and Rec Commission and the City Council, we would not be on our way to finalizing a plan for the small plaza at the bottom of the Hill. We are looking forward to implementing our spring program of beautification and welcoming our newest team member to help us care for the atheistic needs of the Hill. To date, we have raised over \$10,000 in private donations to go towards the improvements of Pettersen Plaza. This effort has resulted in a beautiful aesthetically pleasing area drawing the attention of the local community. Many of the board members can be found spending free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with UNI NOW and Community Main Street for UNI's Welcome Week. Through this partnership, we have facilitated a clean-up service day. This day featured an opportunity for UNI Students to help us clean up the Hill. Over a dozen people were on the Hill for just over an hour picking up trash and recyclables. We have already begun the planning for this year's events and look forward to having new UNI students help us care for their and our neighborhood. The College Hill Partnership wants to also thank the City of Cedar Falls for the lengthy discussions about trash collection in the College Hill Business District and the Downtown District. We appreciate that the City wants to care for our districts and understand funding for that care can be costly. Our organization wants to thank City Staff and City Council Members for realizing that additional expenses required for caretaking would be an additional burden. This would mean our focus would shift away from other economic development activities. The financial support and human resources to care for trash and the College Hill Partnership much appreciates other unexpected repairs or maintenance, and the entire overlay. We have also been fortunate to partner with SAE on the Northern Iowa Campus to help us care for one of the more extensive beds along 23rd Street. This partnership has allowed us to build a new relationship with young members of our community and build on our link with the University of Northern Iowa. With our unique position close to campus, we believe it is our job to help encourage university students and community members to come together. We hope that by bringing these two groups together, we can work towards common goals to improve our community. With the support of the CHP, we had more business than student groups who wanted to be involved in this collaborative tradition.

**Usage of Economic Development Fund Monies.** The College Hill Partnership was awarded \$3,000 through the Economic Development Fund. \$2,500 was allocated to aesthetic caretaking. These funds have allowed us to fill a position to help care for the College Hill Business District. This caretaker is a great addition to our staff and has kept the Hill clean and safer between planned volunteer clean-ups. With the high volume of traffic on College Hill, a consistent effort is required to keep it clean. The other \$500 is going to be allocated to a study that will help the College Hill Partnership analyze the economic environment on College Hill.

### **Survey Project:**

We have been working with a UNI Student Group to help us complete the study to evaluate the economic environment on the Hill. Their efforts have generated over 200 student responses.

This student group have donated over 20 hours to this project (average volunteer hour is worth \$25.43 according to independent sector.org(April 2019)). During May and June we will be pushing out this survey to the general public.

In-kind donations(Hours): 20x \$25.43 = \$508.60In-kind donations: Approx. \$300.00

Donuts/Cookies from Icon Donuts Advertising Dollars: \$100.00

**Total Project Cost: \$1,408.60 (See Spreadsheet Attached)** 

### **Aesthetic Caretaking Project:**

This past year we have been able to employ a aesthetic caretaking professional to help us care for the Hill. In addition to their employee we have been able to supply this person with much needed cleaning equipment to keep the Hill clean and cared for.

In addition to her services we have been able to continue to care for the aesthetic quality on College Hill. We were able to do this by supporting beautification efforts, supply plantings, such as flowers, trees, and the overall care for beds along College Street and West 23<sup>rd</sup> Street.

In-kind donations (Hours): 398.5x \$25.43 = \$10,133.86

Salary: \$991.20 Beautification: \$908.58

Total Project Cost: \$12,033.64

**Usage of Facade Fund Monies.** The CHP was awarded monies through the Facade Fund. Monies are being utilized to make improvements in our district. By allocating funds to businesses that are investing in improving their facades, the overall appearance of the Hill is greatly improved. We have approve three requests for funding however projects have not moved past their grant submission. We are hopeful the funds will be utilized before the deadline of June 30<sup>th</sup>.

### Grant Awards Include:

1. Business 1: LED Lighting \$750.00
2. Business 2: LED Lighting \$750.00
3. Business 3: New Windows \$2,500.00

Total Grants Awarded: \$4000.00

Promoting College Hill. The College Hill Partnership is promoting the Hill through regular face-to-face meetings, frequent email communication, a booth at the annual College Hill Arts Festival, our website (<a href="www.collegehillpartnership.org">www.collegehillpartnership.org</a>) and blog,

- Facebook Page (1796, a .7% increase in the last 6 months),
- Twitter account (2333, a 2.4% increase over the previous 6 months),
- Instagram account (1390, a 10.5% increase in the last 6 months),
- and newly added Linkedin account (356, a 7% increase in the last 6 months),
- & Snapchat, YouTube, and Pinterest pages,

we help keep all of our members and interested groups connected and up-to-date with what's happening on College Hill, and how we can assist in its improvement. We have also added in the last twelve months Snapchat, and Pinterest accounts, all growing in popularity and reach. One of the most popular posts on our Social Media channels was a project we have collaborated with UNI and Fortepan Iowa. We worked to capture the process of installing five wheat pasting murals on College Hill. The social reach was massive for us and a great highlight for College Hill and Cedar Falls. This social media exposure even reached the country of Fortepan's origin, Hungary. We have also connected with members via email and google groups in efforts to ensure we are communicating the CHP's activities. This past year we were excited to add a blog hosted on the CHP website. We have used our blog feature upcoming events, important College Hill news, and updates from the City. We have also featured several guest bloggers from our community writing about all things College Hill. One of our most viewed blogs is an article about the history of the trees along Seerley Blvd. Because of the vast nature of the College Hill Partnership, there are many exciting dimensions we can highlight, and many stakeholders' stories to tell and the Partnership felt a great way to showcase our diverse community was to increase our social reach through an online publication. This blog is an opportunity also to showcase issues relevant to our community.

**Sponsoring and Fostering Cultural Events.** Since 2008, the CHP has sponsored many events that have become traditions. The CHP Annual Meeting (April), and the annual neighborhood picnic (August). The CHP also helped establish the College Hill Farmers Market, 22nd and College, co-sponsored with UNI's CEEE (weekly, Thursdays, June- Oct). This year we have supported hosting the farmers market on College Street to encourage more vendors and customers to participate. These events helped to spur other activities, including Pear Fair – Mohair Pear (October, began 2011); the College Hill Music Festival (May; began 2013), and the College Hill Criterium Bicycle Race (April, began in 2013).

Additionally, this year, we hosted the 4th Annual Oktoberfest event, which helped support and increases business activity and showcases what the College Hill area has to offer. We were honored to work side by side with the University of Northern Iowa and Community Main Street to create an excellent Fall Kickoff for New UNI students. This event helps to introduce students to both districts and help them become more familiar with Cedar Falls. The College Hill Partnership has noted our most successful events are when we can partner with community organizations. By having more organizations involved, we can cross-promote the event, develop stronger community bonds, and shoulder the burden of the cost events can create. Activities such as these are an essential way to appeal to a substantial, diverse demographic, which brings a significant amount of revenue to the College Hill and the City of Cedar Falls. Our events committee volunteers spent countless hours over the summer and Fall to make these events unique and successful. All activities mentioned above increase the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls.

#### 5. Do you have suggestions for improvement of this grant process?

- Our organization does would like to make the suggestion of, instead of submitting a biannual report maybe submitting monthly board packets. Our board packet includes:
  - Minutes from meetings
  - Coordinators Report

- Committee Updates
- Financial Reports
- Other details which are included in this report.

We believe this might be a better glimpse into the vast array of work that the College Hill Partnership undertakes.

6. The Economic Development Fund Evaluation Reports (Bi-Annual) for the Fiscal Year 2020 must be submitted by October 15, 2019, and April 15, 2020, to:

Cedar Falls Economic Development Review Board c/o Director of Community Development 220 Clay Street Cedar Falls, IA 50613

### Supporting Documents

### College Hill Partnership 2018-2019 Board of Directors

Resident: Chris Martin (2018-2020) - chris.martin@cfu.net

**Secretary - Resident:** Becky Hawbaker (2018-2020) - becky.hawbaker@uni.edu **President - Landlord:** Dave Deibler (2018-2020) -Octopuscollegehill@gmail.com

Landlord: Ryan Kreiner (2019-2021) - rkriener@msn.com

**Business:** Andrea Geary (2019-2021) - andrea@milkboxbakery.com **Business:** Barb Schilf (2018-2020) - barb.mohairpear@gmail.com

**President - At Large:** Kyle Dehmlow (2019-2021) - kyledehmlow1@gmail.com **Treasurer - At Large:** Doug Johnson (2017-2019) - djohnson@panthersupply.com

**At Large:** Brent Dahlstrom (2019) - brentdahlstrom@gmail.com **At Large:** Andy Fuchtman (2017-2019) - fuchtman@gmail.com

At Large (Student): Jacob Levang (2019-2020) - nisg-president@uni.edu

### **Non-Voting Board Members**

**Past President:** Kamyar Enshayan - kenshayan@gmail.com **UNI Liaison:** Andrew Morse — Andrew.morse@uni.edu

City of Cedar Falls Liaison: Mike Hayes - mike.hayes@cedarfalls.com City of Cedar Falls Liaison: Karen Howard - Karen.howard@cedarfalls.com

Master Gardner: Vaughn Griffith - vjgriff@forbin.net

College Hill Arts Festival Liaison: Mary-Sue Bartlett - mary-suebartlett@cfu.net

Cedar Valley Alliance Liaison: Cary Darrah - carydarrah@cfu.net
Community Main Street Liaison: Carol Lilly - cmsdirector@cfu.net
Executive Director: Kathryn Sogard - collegehillpartnership@gmail.com
City Council Representative: Tom Blanford - Tom.Blanford@cedarfalls.com

Item	1	į
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Income	Budget	July	August	S	eptember	October	N	lovember	ı	December	January	Febuary	March	Rei	maining Budget	L	
Memberships/Donations	\$ 1,200.00	\$ -	\$	\$	-	\$ 25.00	\$		\$	-	\$ -	\$ 390.73	\$ -	\$	784.27	\$	415.73
SSMID	\$ 26,000.00	\$ -	\$ -	\$	-	\$ 4,634.81	\$	-	\$	-	\$ -	\$ -	\$ -	\$	21,365.19	\$	4,634.81
Economic Development Grant: City of Cedar Falls	\$ 3,000.00	\$ -	\$ -	\$	-	\$ 1,500.00	\$	-	\$	-	\$ -	\$ -	\$ -	\$	1,500.00	\$	1,500.00
Interest	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
Tree Fund	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
Other	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
Pettersen Plaza Fund	\$ -	\$ 862.00	\$ -	\$	-	\$ 500.00	\$	250.00	\$	1,100.00	\$ -	\$ -	\$ -	\$	-	\$	2,712.00
Total Income	\$ 30,200.00	\$ 862.00	\$ -	\$	-	\$ 6,659.81	\$	250.00	\$	1,100.00	\$ -	\$ 390.73	\$ -	\$	23,649.46	\$	9,262.54
Expenses																	
Advertising/Donations	\$ 1,000.00	\$ 150.00	\$ 300.00	\$	-	\$ 740.00	\$	2,150.00	\$	-	\$ -	\$ -	\$ -	\$	(2,340.00)	\$	3,340.00
Insurance	\$ 3,000.00	\$ -	\$ -	\$	568.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	2,432.00	\$	568.00
General Office Expenses	\$ 3,000.00	\$ 123.34	\$ 314.71	\$	199.92	\$ 135.80	\$	-	\$	117.98	\$ 638.09	\$ 282.82	\$ 40.00	\$	1,147.34	\$	1,852.66
Salaries (Including Taxes)	\$ 20,000.00	\$ 1,799.52	\$ 1,349.66	\$	1,336.50	\$ 2,988.19	\$	1,922.63	\$	1,760.20	\$ 1,907.94	\$ 1,687.41	\$ 1,002.17	\$	4,245.78	\$	15,754.22
Hill Cleaning Service	\$ 2,000.00	\$ 69.43	\$ 38.69	\$	280.46	\$ 150.09	\$	163.53	\$	180.40	\$ 25.49	\$ -	\$ 83.11	\$	1,008.80	\$	991.20
Facade Improvement Program	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
Business Improvemnet Committee	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
Organization Development Committee	\$ 500.00	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	500.00	\$	-
Neighborhood Services Committee	\$ 1,500.00	\$ -	\$ 22.00	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	1,478.00	\$	22.00
Beautification Committee	\$ 1,000.00	\$ 93.82	\$ 279.34	\$	486.47	\$ 23.31	\$	-	\$	25.64	\$ -	\$ -	\$ -	\$	91.42	\$	908.58
Marketing/Promotions Committee	\$ 4,000.00	\$ -	\$ 470.90	\$	1,086.06	\$ 1,227.44	\$	110.00	\$	(134.44)	\$ -	\$ -	\$ -	\$	1,240.04	\$	2,759.96
Farmers Market	\$ 700.00	\$ -	\$ 150.00	\$	100.00	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	450.00	\$	250.00
Tree Fund	\$ 1,625.90	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	1,625.90	\$	-
Pettersen Plaza	\$ -	\$ -	\$ -	\$	-	\$ -	\$	-	\$	-	\$ -	\$ -	\$ -	\$	-	\$	-
Banners	\$ -	\$ -	\$ -	\$	269.64	\$ -								\$	(269.64)	\$	269.64
Total Expenses	\$ 38,325.90	\$ 2,236.11	\$ 2,925.30	\$	4,327.05	\$ 5,264.83	\$	4,346.16	\$	1,949.78	\$ 2,571.52	\$ 1,970.23	\$ 1,125.28	\$	11,609.64	\$	26,716.26
Balance (Income vs. Expenses)	\$ (8,125.90)	\$ (1,374.11)	\$ (2,925.30)	\$	(4,327.05)	\$ 1,394.98	\$	(4,096.16)	\$	(849.78)	\$ (2,571.52)	\$ (1,579.50)	\$ (1,125.28)	\$	12,039.82	\$	(17,453.72)
Check Accounts Ending Balance	\$ 58,196.01	\$ 55,627.03	\$ 52,419.52	\$	46,376.98	\$ 49,358.73	\$	33,337.94	\$	32,234.53	\$ 29,805.83	\$ 28,165.51	\$ -				
Pettersen Plaza Fund balance	\$ 10,620.00	\$ 11,482.00	\$ 11,482.00	\$	12,750.00	\$ 12,750.00	\$	634.85	\$	1,734.85	\$ 1,734.85	\$ 1,734.85					
Date of Balance	7/1/2019	8/12/2019	9/5/2019		10/11/2019	11/8/2019		12/6/2019		1/6/2020	2/8/2020	3/9/2020					

	Total	Tender	
Income			
Economic Development Grant 2019-2020	\$500.00		
CHP Contribution	\$100.00		
Donations From Icon	\$300.00	Donation	Donuts & Cookies
Volunteer Hours	\$508.60	Donation	20+ Hours
Total	\$1,408.60		
CHP Expenditures			
Incentives encourage participation in survey (CH Gift Certs)	\$100.00	Check	
Marketing encourage participation in survey	\$400.00		
Total	\$500.00		

## REVENUE

For period (MM/DD/YYYY)

□ Fill in the date the permit was approved

□ Fill in the name of the city or county Cedar Falls

Renewal |

 $\hfill\square$  Fill in the permit number issued by

by the council or beard.

the city/county:

New □

issuing the permit.

### **Iowa Retail Permit Application for** Cigarette/Tobacco/Nicotine/Vapor

through June 30,

2021

https://tax.iowa.gov

	Instructi	ons on t	ne reverse	side
period (MM/DD/YYYY)	07	/ 01	/ 2020	thro

Physical Location /							
Mailing Address <u>P</u> 0	D BOX 3001	<del></del>	(	City ANKE	NY	——State <sup>IA</sup>	ZIP 50021
Business Phone N	umber	31927720	36				
Legal Ownership	Information	:					
Type of Ownership	: Sole	Proprietor	Partne	rship 🗆	Corporation	LLC 🗆	LLP 🗆
Name of sole prop	ietor, partne	rship, corpor	ation, LLC, or l	LP CASE	Y'S GENERAL	STORE, INC.	
Mailing Address <u>Po</u>	BOX 3001		City Al	NKENY	State <u>IA</u>		ZIP <u>50021</u>
Phone Number	515-446-6	404	Fax Number	515-965	-6205	Email <u>JESSI</u>	CA FISHER@CASEYS.
Retail Information	:						
Types of Sales:	Over-the	e-counter	■ Vending	g machine			
Do you make deliv	ery sales of	alternative ni	cotine or vapor	products?	(See Instruction	ons) Yes 🗆	No X
Types of Products Cigarettes	Sold: (Check Tobace		ly) Alternative Nic	cotine Prod	ducts	Vapor Prod	ucts 🗏
Type of Establishm	ent: (Select	the option th					
Alternative nicotine Grocery store ☐	Hotel/r	notel □	Liquor store		nce store/gas Restaura		Drug store □ Tobacco store □
Has vending mach				Oth			
f application is app the sale of cigarette						thful observance o	of the laws governing
Signature of Owner(s)				Name (	please print)		
Name (please print) CASEY'S MARKETIN	JLIA L. JACKO G COMPANY	OWSKI, SECR	ETARY FOR	Test to the			
oture 04/01/2020	ulia	1.000	earth				

complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email,

as this allows for a receipt confirmation to be sent to the local authority.

□ Email: iapledge@iowaabd.com

Fax: 515-281-7375

## REVENUE

## Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions	on	the	reverse	side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2630
Physical Location Address 5226 UNIVERSITY AVECity CEDAR FALLSZIP 50613
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Training / tear occ
Business Phone Number 3192666945
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation ■ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA FISHER@CASEYS.CO
Retail Information:
Types of Sales: Over-the-counter   ☐ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No X
Types of Products Sold: (Check all that apply) Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store  Bar Convenience store/gas station Grocery store Hotel/motel  Liquor store Restaurant  Tobacco store
Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print)  CASEY'S MARKETING COMPANY  Name (please print)  Signature  Date
ature Julia Declaration
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).  FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
Fill in the amount paid for the permit: Send completed/approved application to lowa Alcoholic Beverages Division

	ur city clerk (within city limits) or
□ Fill in the permit number issued by the city/county: □ Fill in the name of the city or county issuing the permit: □ Fill in the permit number issued by  as this allows for a receipt confirmatio □ Email: iapledge@iowaabd.com □ Fax: 515-281-7375	n to lowa Alcoholic Beverages Division to the information on the application is permit does not need to be sent; only led that applications are sent via email, in to be sent to the local authority.

## REVENUE

by the council or board:

the city/seunty:

New □

issuing the permit:

☐ Fill in the permit number issued by

Fill in the name of the city or eounty Clar Falls

Renewal

### Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

2021

https://tax.iowa.gov

	Instructi	ions on ti	he reverse	side
For period (MM/DD/YYYY)	07	/ 01	/ 2020	through June 30,

Trade Name/DBA		RKETING	COMPANY	DBA CASEY	'S GENERAL S	TORE# 2865	
							50613
Mailing Address PO	BOX 3001			CityANKE	NY	State IA	ZIP 50021
Business Phone Nu		31927711				_	-
Legal Ownership I	nformation:						
Type of Ownership:	Sole I	Proprietor	Par	tnership □	Corporation	LLC 🗆	LLP []
Name of sole propri	etor, partner	ship, corpor	ation, LLC,	or LLP CASE	Y'S GENERAL	STORE, INC.	
Mailing Address PO	BOX 3001		City	ANKENY	State <u>IA</u>		ZIP <u>50021</u>
Phone Number	515-446-64	104	Fax Numb	oer <u>515-96</u>	<u>5-6205</u>	Email <u>JESSI</u> 0	CA.FISHER@CASEYS.
Retail Information:							
Types of Sales:	Over-the	-counter		ding machine			
Do you make delive	ry sales of a	lternative ni	cotine or va	por products	? (See Instruction	ns) Yes 🗆	No X
Types of Products S Cigarettes	Sold: (Check Tobacc	all that app o ■	ly) Alternative	Nicotine Pro	ducts	Vapor Produ	ucts 🔳
Type of Establishme	,	-				==	<b>D</b> 1
Alternative nicotine/ Grocery store	vapor store Hotel/m	⊐ iotel □	Bar □ Liquor st		e <b>nce store/gas</b> : Restauran	-	Drug store □ Tobacco store □
Has vending machin	ne that asse	mbles cigare	ettes 🗆	Oth	ner ∃		
If application is applitude the sale of cigarette	roved and pe s, tobacco, a	ermit grante alternative n	d, I/we do h icotine, and	ereby bind ou vapor produ	urselves to a faith cts.	nful observance o	of the laws governing
Signature of Owner(s),				Name	(nlease print)		
Name (please print) JU CASEY'S MARKETING	LIA L. JACKO COMPANY	WSKI, SECR	ETARY FOR	Signa	ture		
e 04/01/2020	ulia	1200	lact	ki			
Send this complete your county auditor	(outside city lin	nits).				stions contact your cit	y clerk (within city limits) or
	FOR CIT	Y CLERK/CO	UNTY AUDITC	OR ONLY - MUS	T BE COMPLETE		

the application is required. It is preferred that applications are sent via email,

as this allows for a receipt confirmation to be sent to the local authority

□ Fax: 515-281-7375



by the council or board;

the city/county:

New □

issuing the permit:

☐ Fill in the permit number issued by

U Fill in the name of the city or county Cedar Falls

Renewal

### Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

2021

https://tax.iowa.gov

Instructions on	the	reverse	side
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For period (MM/DD/YYYY) 07 /	/ <u>01</u> / <u>2020</u> through June 30, <u>2021</u>
I/we apply for a retail permit to sell cigarettes, to	cobacco, alternative nicotine, or vapor products:
Business Information:	
Trade Name/DBA_CASEY'S MARKETING COMPANY/DB	A CASEY'S GENERAL STORE# 3045
Physical Location Address 601 MAIN STREET	City CEDAR FALLSZIP 50613
Mailing Address PO BOX 3001 (	
Business Phone Number 3192664981	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor  Partner	ership  Corporation LLC LLP  LLP
Name of sole proprietor, partnership, corporation, LLC, or L	LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City At	NKENY State IA ZIP 50021
Phone Number <u>515-446-6404</u> Fax Number	515-965-6205 Email JESSICA.FISHER@CASEYS.CO
Retail Information:	
Types of Sales: Over-the-counter Vending	g machine □
Do you make delivery sales of alternative nicotine or vapor	products? (See Instructions) Yes  No X
Types of Products Sold: (Check all that apply) Cigarettes Tobacco Alternative Nic	cotine Products 🔳 Vapor Products
Type of Establishment: (Select the option that best describe	es the establishment)
	Convenience store/gas station  Restaurant □ Tobacco store □
Has vending machine that assembles cigarettes □	Other
If application is approved and permit granted, I/we do herel the sale of cigarettes, tobacco, alternative nicotine, and var	by bind ourselves to a faithful observance of the laws governing por products.
Signature of Owner(s), Partner(s), or Corporate Official(s)	Name (please print)
Name (please print)  CASEY'S MARKETING COMPANY	Signature
Signature Date 04/01/2020  Signature Date 04/01/2020	
Send this completed application and the applicable fee to your local your county auditor (outside city limits).  FOR CITY CLERK/COUNTY AUDITOR O	jurisdiction. If you have any questions contact your city clerk (within city limits) or DNLY – MUST BE COMPLETE
□ Fill in the amount paid for the permit: \$100.00	Send completed/approved application to lowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is
☐ Fill in the date the permit was approved	complete and accurate. A copy of the permit does not need to be sent; only

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the application is required. It is preferred that applications are sent via email. as this allows for a receipt confirmation to be sent to the local authority.

□ Email: iapledge@iowaabd.com

□ Fax: 515-281-7375

## REVENUE

☐ Fill in the permit number issued by

☐ Fill in the name of the city or county

Renewal

Cedar Falls

the city/county:

issuing the permit:

New □

### Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

For period (MM/DD/YYYY) 07	/ 01 / 2020	through June 30,	2021	
I/we apply for a retail permit to sell cigarettes	s. tobacco, alternative	nicotine, or vapor p	roducts:	
Business Information:	,,			
Trade Name/DBA CASEY'S MARKETING COMPANY/I	DBA CASEY'S GEN	ERAL STORE# 36	510	
Physical Location Address 1225 FOUNTAINS WAY	C	ity CEDAR FALLS	ZIP 50613	
Mailing Address PO BOX 3001		State		21
Business Phone Number 3192666574			_	
Legal Ownership Information:				
Type of Ownership: Sole Proprietor   Part	nership 🗆 Corp	oration 📕 Ll	C D LLP D	
Name of sole proprietor, partnership, corporation, LLC, o	or LLP CASEY'S GEN	NERAL STORE, IN	C.	
Mailing Address PO BOX 3001 City	ANKENY State	e <u>IA</u>	ZIP <u>50021</u>	
Phone Number <u>515-446-6404</u> Fax Number	er <u>515-965-6205</u>	Email <u>J</u>	IESSICA FISHER@CA	ASEYS.COM
Retail Information:				
Types of Sales: Over-the-counter 📕 Vend	ing machine □			
Do you make delivery sales of alternative nicotine or vap	or products? (See In	structions) Yes 🗆	1	No X
Types of Products Sold: (Check all that apply) Cigarettes Tobacco Alternative	Nicotine Products	■ Vapor	Products	
Type of Establishment: (Select the option that best described)	ribes the establishme	ent)		
Alternative nicotine/vapor store ☐ Bar ☐ Grocery store ☐ Hotel/motel ☐ Liquor store	Convenience sto ore □ Re	re/gas station estaurant ∃	□ Drug store □ Tobacco store	
Has vending machine that assembles cigarettes □	Other $\supset$			
If application is approved and permit granted, I/we do he the sale of cigarettes, tobacco, alternative nicotine, and		to a faithful observa	ance of the laws gover	ning
Signature of Owner(s), Partner(s), or Corporate Official(s)	Name (please pri	nt\		
Name (please print)  CASEY'S MARKETING COMPANY	Signature	ng		
Signature Date 04/01/2020  Signature Date 04/01/2020				
Send this completed application and the applicable fee to your loc your county auditor (outside city limits). FOR CITY CLERK/COUNTY AUDITOR			your city clerk (within city lin	nits) or
□ Fill in the amount paid for the permit: \$100. @	Send compl	eted/approved applicat	ion to Iowa Alcoholic Bever	
□ Fill in the date the permit was approved             by the council or beard:	complete ar	within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email,		

as this allows for a receipt confirmation to be sent to the local authority

□ Email: iapledge@iowaabd.com

☐ Fax: 515-281-7375



by the council or board:

issuing the permit: \_\_\_\_

the city/county: \_

• New □

• Fill in the permit number issued by

Fill in the name of the city or county

Renewal 🗸

Cedar talls

https://tax.iowa.gov

### Instructions on the reverse side

For period (MM/DD/YYYY) <u>07 / 01 / 2020</u> through June 30, <u>2021</u>
/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA Five Corner Uguar and Wine
Physical Location Address ROG E 18th Street City Cedar Fall ZIP 50613
Mailing Address 809 E 18th Street City Cedar Fall State 1 A ZIP 50613
Business Phone Number 319 - 266 - 6975
Legal Ownership Information:
Type of Ownership: Sole Proprietor  Partnership Corporation  LLC LLP  Name of sole proprietor, partnership, corporation, LLC, or LLP  PTI Corp, Inc.  Mailing Address  PG E 18th Street City Cedar Fall State  ZIP 50613
Phone Number 319 - 266 - 6975 Fax Number Email
Retail Information:
Types of Sales: Over-the-counter ຝ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☑ No □
Types of Products Sold: (Check all that apply) Cigarettes 図 Tobacco 図 Alternative Nicotine Products 図 Vapor Products 図
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station □ Drug store □  Grocery store □ Hotel/motel □ Liquor store ☑ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) Noman Ikram Name (please print)
SignatureSignature
DateDate
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit: \$100.00</li> <li>Fill in the date the permit was approved</li> <li>Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure</li> </ul>

Email: iapledge@iowaabd.com

the information on the application is complete and

accurate. A copy of the permit does not need to be sent;

only the application is required. It is preferred that

applications are sent via email, as this allows for

confirmation to be sent to the local authority.

• Fax: 515-281-7375

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New □

## Iowa Retail Permit Ap Item 16.

https://tax.iowa.gov

Instructions	on	the	reverse	side
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For period (MM/DD/YYYY) 7 / 1 / 20 through June 30, 21
we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA Happy's Wine & Spirits
Physical Location Address 5925 University Ave City Ceclar Falls ZIP 50613
Mailing Address 5935 University Aucity Cedar Falls State IA ZIPS0613
Business Phone Number 319-277-1463
egal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC ☑ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP Hoppy's Wine & Spirits, LLC
Mailing Address 5925 University Are City Cedar Fall State IA ZIP 50613
Phone Number 319-277-1463 Fax Number 319-277-1438 Email happys @cfu.net
Retail Information:
Types of Sales: Over-the-counter ◢ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No ☑
Types of Products Sold: (Check all that apply) Cigarettes ☐ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station □ Drug store □  Grocery store □ Hotel/motel □ Liquor store ▼ Restaurant □ Tobacco store □  Has vending machine that assembles cigarettes □ Other □
f application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of he laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) Thomas R. Amlie Name (please print)
Signature Then R Cymbic Signature
Date_ 4/10/20 Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
Fill in the amount paid for the permit: \$100.000 Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
by the council or beard: the information on the application is complete and
Fill in the permit number issued by  accurate. A copy of the permit does not need to be sent, only the application is required. It is preferred that
the city/ <del>county</del> : applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.    Email: japledge@jowaabd.com   250

Email: iapledge@iowaabd.com

Fax: 515-281-7375



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## Iowa Retail Permit Ap Item 16. for Cigarette/Tobacco/Nicoti

https://tax.iowa.gov

### Instructions on the reverse side

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For period (MM/DD/YYYY) _ 07 _/ 01 _/ <u>202 ()</u> through June 30, <u>2021</u>			
we apply for a retail permit to sell cigarettes, tobacco,	alternative nicotine, or vapor products:		
Business Information:	Tobacca		
Trade Name/DBA TITISTICCT NEWS	10bacco		
Physical Location Address	city Codar tall SZIP 50613		
Mailing Address 2211 (D) City	CADAY HOUS State IA ZIP 50013		
Business Phone Number (319) 277-7140			
egal Ownership Information:			
Type of Ownership: Sole Proprietor □ Partnersh			
Name of sole proprietor, partnership, corporation, LL	C, or LLP JOHN EVELONA MOTIONAL ST		
Mailing Address 67 Syramore St. City	Water 100 State 17 ZIP 50 (03		
Phone Number (319) 234-5958 Fax Number (319)	9) 291-8058 Email John@national cigar.		
Retail Information:			
Types of Sales: Over-the-counter 💢 Vending m	. (		
Do you make delivery sales of alternative nicotine or	vapor products? (See Instructions) Yes □ No 🗓		
Types of Products Sold: (Check all that apply) Cigarettes  Tobacco  Alternative Nico	otine Products 🗷 Vapor Products 🗷		
Гуре of Establishment: (Select the option that best			
Alternative nicotine/vapor store □ Bar □ Cor Grocery store □ Hotel/motel □ Liquor store	nvenience store/gas station □  Drug store □ ☑   Restaurant □   Tobacco store 凶		
Has vending machine that assembles cigarettes □	•		
f application is approved and permit granted, I/we do he laws governing the sale of cigarettes, tobacco, alte	nereby bind ourselves to a faithful observance of rnative nicotine, and vapor products.		
Signature of Owner(s), Partner(s), or Corporate Off	ïcial(s)		
Name (please print) TOHN EVELAND	Name (please print)		
Signature Eclip	Signature		
Date	Date		
Send this completed application and the applicable questions contact your city clerk (within city limits) or y			
FOR CITY CLERK/COUNTY AUDITO			
Fill in the amount paid for the permit:	the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.		
by the council or <del>board</del> :			
Fill in the permit number issued by the city/ceunty:			
Fill in the name of the city or county issuing the permit:			
New □ Renewal ☑	<ul><li>Email: iapledge@iowaabd.com</li><li>Fax: 515-281-7375</li></ul>		



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New □

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## Iowa Retail Permit Apr Item 16.

	nups://tax.iowa.gov		
Instructions on the			
For period (MM/DD/YYYY) <u>*********************************</u>			
	, atternative module, or vapor products.		
Business Information:			
Trade Name/DBA RIVERS OF A CONTROL OF A CONT	21 22 62/12		
Physical Location Address 2228 LINGSh	City (esmalls ZIP 5 01)		
Physical Location Address 2228 Lincoln City Mailing Address 2228 Lincoln City	y Codin falls State TA ZIP 50613		
Business Phone Number 319 - 277 - 6941			
_egal Ownership Information:			
Type of Ownership: Sole Proprietor □ Partners	hip □ Corporation □ LLC 💆 LLP □		
Name of sole proprietor, partnership, corporation, Ll	C, or LLP Cracious Food LLC.		
Mailing Address 2228 Lincoln St Cit	y Ceder Falls State IA ZIP 50613		
Phone Number 319-227-6944 Fax Number	Email		
Retail Information:			
Types of Sales: Over-the-counter 🗹 Vending	machine □		
Do you make delivery sales of alternative nicotine o	r vapor products? (See Instructions) Yes □ No 🗷		
Types of Products Sold: (Check all that apply)			
Cigarettes ☑ Tobacco ☑ Alternative Nic	otine Products □ Vapor Products □		
Type of Establishment: (Select the option that bes			
Alternative nicotine/vapor store □ Bar □ Co Grocery store □ Hotel/motel □ Liquor store	onvenience store/gas station ☒ Drug store ☐ ☐ Tobacco store ☐		
Has vending machine that assembles cigarettes □			
If application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alt	ernative nicotine, and vapor products.		
Signature of Owner(s), Partner(s), or Corporate O			
Name (please print) MuHAMMAD BHATTI			
Signature M: Am	Signature		
Date 04/18/20	Date		
Send this completed application and the applicab			
questions contact your city clerk (within city limits) or	your county auditor (outside city limits).		
FOR CITY CLERK/COUNTY AUDIT			
• Fill in the amount paid for the permit: 5 100.	Send completed/approved application to Iowa Alcoholic		
<ul> <li>Fill in the date the permit was approved</li> </ul>	Beverages Division within 30 days of issuance. Make sure the information on the application is complete and		
by the council or board     Fill in the permit number issued by	accurate. A copy of the permit does not need to be sent;		
the city/ <del>county</del> :	only the application is required. It is preferred that applications are sent via email, as this allows for a receipt		
Fill in the name of the city or county	confirmation to be sent to the local authority.		

Email: iapledge@iowaabd.com

• Fax: 515-281-7375



• Fill in the permit number issued by

• Fill in the name of the city or gounty

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Cedar Falls

the city/county:\_

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issuing the permit: \_\_\_\_

# Iowa Retail Permit App for Cigarette/Tobacco/Nicoti

https://tax.iowa.gov

Instructions on the reverse side
For period (MM/DD/YYYY) 7 / 01 / 2020 through June 30, 2021
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA Music Station
Physical Location Address 1420 West 1st Street City CEDAT Falls ZIP 50613  Mailing Address P.O. Box 420 City Jamesuille State In ZIP 50647
Mailing Address P.O. Box 420 City Jamesulle State In ZIP 50647
Business Phone Number 319 987-2790
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP Mosic Stration Ive
Mailing Address Boy 420 City Janes ville State IA ZIP 50647
Phone Number 319-987-270 Fax Number 987-2663 Email Kenwiller. Colorado e
Retail Information:
Types of Sales: Over-the-counter ☑ Vending machine □
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes D No
Types of Products Sold: (Check all that apply) Cigarettes
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store □ Bar □ Convenience store/gas station □ Drug store □ Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) Name (please print)
Signature Signature
Date 4-13-20 Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE
<ul> <li>Fill in the amount paid for the permit:</li></ul>

Email: iapledge@iowaabd.com • Fax: 515-281-7375

accurate. A copy of the permit does not need to be sent;

only the application is required. It is preferred that

applications are sent via email, as this allows for-

confirmation to be sent to the local authority.

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issuing the permit:

# Iowa Retail Permit Ap Item 16. for Cigarette/Tobacco/Nicotine/vapor

https://tax.iowa.gov

# Instructions on the reverse side

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For period (MM/DD/YYYY) 67 / 01	
I/we apply for a retail permit to sell cigarettes, tobacco	, alternative nicotine, or vapor products:
Business Information:	
Trade Name/DBA The Candmark	
Physical Location Address 107 man St.	City <u>CF</u> ZIP 50613
Mailing Address 107 main St. City	/CFStateZIPS0613
Business Phone Number 39 553 0106	
Legal Ownership Information:	
Type of Ownership: Sole Proprietor ☐ Partners	nip □ Corporation ♥ LLC □ LLP □
Name of sole proprietor, partnership, corporation, Ll	.C, or LLP KRAM CO IUC
Mailing Address 107 mon 54 Cit	yCFState_ <u></u>
Phone Number 319 553 0/01 Fax Number	EmailX
Retail Information:	
Types of Sales: Over-the-counter 💆 Vending r	nachine □
Do you make delivery sales of alternative nicotine of	<sup>-</sup> vapor products? (See Instructions) Yes □ No 💆
Types of Products Sold: (Check all that apply) Cigarettes ☑ Tobacco □ Alternative Nic	otine Products □ Vapor Products □
Type of Establishment: (Select the option that best Alternative nicotine/vapor store ☐ Bar ☐ Co Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐	nvenience store/gas station □ Drug store □ □ Restaurant □ Tobacco store □
If application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alt	hereby bind ourselves to a faithful observance of ernative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Of	ficial(s)
Name (please print) Marly Shows fer	Name (please print)
Signature Male flyget	Signature
Date	Date
Send this completed application and the applicab questions contact your city clerk (within city limits) or	le fee to your local jurisdiction. If you have any your county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDIT	
• Fill in the amount paid for the permit: \$\\ \subseteq 100.	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
Fill in the date the permit was approved by the council or board:	the information on the application is complete and accurate. A copy of the permit does not need to be sent;
Fill in the permit number issued by the city/county:	only the application is required. It is preferred that applications are sent via email, as this allows for
• Fill in the name of the city or county	applications are sent via email, as tills allows to

• Email: iapledge@iowaabd.com

• Fax: 515-281-7375



• Fill in the name of the city or county issuing the permit:

Renewal 🔯

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# Iowa Retail Permit App Item 16. for Cigarette/Tobacco/Nicotine/vapor

https://tax.iowa.gov

For period (MM/DD/YYYY) <u>07   01   2020</u> through June 30, <u>202</u>
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:
Business Information:
Trade Name/DBA UP IN SHOKE
Physical Location Address 2218 Courcle ST City CEDARFACE ZIP 50613
Mailing Address 2218 Courge ST City CopaRFACE State TA ZIP
Business Phone Number 319 - 260-2162
Legal Ownership Information:
Type of Ownership: Sole Proprietor □ Partnership □ Corporation □ LLC □ LLP □
Name of sole proprietor, partnership, corporation, LLC, or LLP
Mailing Address 2218 Courge ST City Croad Facus State IA ZIP SD613
Phone Number 773-997-3455 Fax Number Email
Retail Information:
Types of Sales: Over-the-counter  Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No ⊡
Types of Draduate Coldy (Chock all that apply)
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products  Vapor Products
Type of Establishment: (Select the option that best describes the establishment)  Alternative nicotine/vapor store □ Bar □ Convenience store/gas station □ Drug store □ Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ Has vending machine that assembles cigarettes □ Other □
If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Official(s)
Name (please print) DHEK NODEWALA Name (please print)
SignatureSignature
Date Date
Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).
Fill in the amount paid for the permit: \$\sqrt{100.00}\$  Fill in the date the permit was approved by the council or beard:  Fill in the permit number issued by the city/eeurnty:  Fill in the permit number issued by the city/eeurnty:  Fill in the amount paid for the permit: \$\sqrt{100.00}\$  Send completed/approved application to lowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for input

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applications are sent via email, as this allows for

confirmation to be sent to the local authority.

Email: iapledge@iowaabd.com

• Fax: 515-281-7375



### **DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

# **MEMORANDUM**

**To:** Mayor Green and City Councilmembers

**From:** Jeff Olson, Public Safety Services Director

Craig Berte, Assistant Police Chief

**Date:** April 30, 2020

**Re:** Beer/Liquor License Applications

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

# Name of Applicants:

- a) Tobacco Outlet Plus, 4116 University Avenue, Class C beer renewal.
- b) Berk's Main Street Pub, 207 Main Street, Class C liquor renewal.
- Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor service - renewal.
- d) Casey's General Store, 5226 University Avenue, Class E liquor renewal.





# 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

Financial Services Division

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

**FROM:** Paul Kockler, Accountant

**DATE:** April 28, 2020

**SUBJECT: Cafeteria Plan Amendment: Over-the-Counter** 

**Medications & Selected Personal Care Products** 

As a result of the Federal CARES Act stimulus bill recently passed, over-the-counter (OTC) medications and menstrual care products are now eligible as "qualified medical expenses" for Health Flexible Spending Accounts (FSAs) and Health Savings Accounts (HSAs). The City's cafeteria plan includes a health FSA that may now accept the above for pre-tax reimbursement for purchases made on or after January 1, 2020. The attached simply formalizes the mandate for employee claim processing, and City employees have been informed of the above.

If you have questions regarding the above or attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

# AMENDMENT TO IMPLEMENT THE OVER-THE-COUNTER MEDICATIONS PROVISIONS OF THE CARES ACT of 2020 for

Effective January 1, 2020

IRC §125 Cafeteria Plans



# AMENDMENT TO IMPLEMENT THE OVER-THE-COUNTER MEDICATION PROVISIONS OF THE CARES ACT OF 2020

These amendments amend the Cafeteria (IRC §125) Plan sponsored by the Plan Sponsor in order to implement the provisions of the CARES Act of 2020 permitting pre-tax reimbursement of over-the-counter (non-prescription) medications through the Health FSA Component of the Plan.

# ARTICLE VII. HEALTH FSA COMPONENT

Effective January 1, 2020, the Plan shall be amended by deletion of Section 7.3 and substituting the following:

# 7.3 Eligible Medical Care Expenses

Under the Health FSA Component, a Participant may receive reimbursement for Medical Care Expenses incurred during the Period of Coverage for which an election is in force.

- (a) *Incurred*. A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the Participant is formally billed for, is charged for, or pays for the medical care.
- (b) Medical Care Expenses. "Medical Care Expenses" means expenses incurred by a Participant or his or her Spouse or Dependents for medical care, as defined in Code §213,

but excluding:

- expenses that are excluded under Appendix B to this Plan, and
- any medicine or drug (except insulin) that is purchased after December 31, 2010 and before January 1, 2020 that is not "prescribed".

And including the following expenses incurred after December 31, 2019:

- expenses for menstrual care products (as defined in Code §223(f)(2)(D)
- expenses for medicines or drugs whether or not they are "prescribed".

Such expenses shall be "Medical Care Expenses" only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Insurance Plan(s), other insurance, or any other accident or health plan (other than a Health Savings Account). The Participant may elect to further limit the definition of Eligible Medical Care Expenses as provided in Section 7.3(c) and/or (d) below. If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Insurance Plan(s) imposes co-payment or deductible limitations), the Health FSA can reimburse the remaining portion of such Expense if it otherwise meets the requirements of this Article VII.

- (c) Participant Elected Limitations on the Definition of Medical Care Expenses. At the election of the Participant, "Medical Care Expenses" can be limited to mean only expenses incurred by a Participant or his or her Spouse or Dependents for dental care, vision care or other Medical Care Expenses but only to that extent that the Medical Care Expenses incurred (other than expenses incurred for dental care or vision care) exceed the minimum annual deductible amount for that year for High Deductible Health Plan coverage, as that term is defined in Code Section 223(c)(2).
- (d) Participant Elected Limitations for Employee-only Coverage or Employee and Dependent Only Coverage. At the election of the Participant, "Medical Care Expenses" can be limited to exclude expenses incurred by a Participant's spouse or by a Participant's spouse and Dependents.

These amendments have been executed this	_ day of	, 2020.
Name of Plan Sponsor:		
Signature of Authorized Individual:		



### **CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS 4600 S. MAIN STREET CEDAR FALLS, IOWA 50613

319-273-8612

# **MEMORANDUM**

To: Mayor Green and City Council

From: Jeff Olson, Public Safety Director

Date: April 28, 2020

Re: FY21 Towing Contract

The Public Safety Department has completed the bidding process for the FY21 towing contract. Two towing companies, L&M Transmission and Rasmussen Towing, Inc. both bid an identical amount of \$50.00 for City paid tows. Tows requested by the City that are paid for by the vehicle owner for illegal parking, accidents or other tows are capped at \$75 per tow to ensure a fair pricing structure for the citizen. There are also requirements and restrictions for storage fees and response times associated with towing. We have worked out a shared tow plan with dispatch for alternately calling the towing companies. Copies of the contracts are attached for your approval.

We recommend approval of the contracts.

# AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this day of	, 2020, by
and between (L&M Transmisson), an Iowa corporation, a business h	nereinafter
referred to as "Towing Company", and the City of Cedar Falls, lowa,	hereinafter
referred to as "City".	

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

- 1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
  - a. Examples of wrecker service that would be requested by the Cedar Falls Police Department and covered by the terms of this Agreement include but are not limited to the following towing services: abandoned vehicles; vehicles seized as evidence; vehicles from all fatality accidents; vehicles from very serious accidents where technical accident investigation is required and vehicles are towed and stored by Towing Company for further investigation by the Cedar Falls Police Department and vehicles towed on short notice at fire and crime scenes.
  - b. Examples of wrecker service that may occur and would not be covered by the terms of this Agreement include: vehicles towed at an accident scene where there are no fatalities and no additional investigation of the vehicle is necessary. The Police Department will contact Towing Company when, for whatever reason, the driver and/or owner of the vehicle is unable to specify a wrecker service to remove the vehicle. These tow requests are the responsibility of the vehicle owner and not the responsibility of the City. Arrangements and terms of payment are between the Towing Company and the vehicle owner.
  - Towing and storage fees for services arranged by the Cedar Falls Police Department for the benefit of the Iowa Department of Transportation (DOT) shall be for the amount of

reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

- 2. Towing Company will be entitled to charge the City the single rate sum of (\$50.00 Fifty dollars) for each wrecker service call identified in Section 1-a above. The stated sum shall include all necessary actions to remove a vehicle from its location at the time of the call. No additional charges may be made over and above the single rate amount for any additional services, which might include, for example, and not limited to, such actions as dollying, flatbed hauling, winching, shoveling, debris and liquid spill removal, or righting a rolled vehicle. Removal of the debris and liquid spills that occur in the normal course of an accident will be provided by Towing Company. Towing Company is not expected to remove cargo from large transport vehicles that may spill as a result of an accident. The single rate amount shall be applied to all vehicles regardless of type, size, or weight.
  - a. In accordance with Cedar Falls Ordinance §23-359(c), the Towing Company shall be allowed to charge the vehicle owner a reasonable expense for towing charges, not to exceed \$75.00, and for storage, not to exceed \$10.00 per day, for the following service calls: abandoned vehicles, vehicles towed in order to clear roadways; vehicles towed for various parking violations; vehicles abandoned after a police pursuit incident; and vehicles towed for snow ordinance violations.
  - b. For service calls identified in Section 2-a, the contracted fee rate identified in Section 2 shall only be applicable if the City is ultimately required to pay the towing bill due to abandonment of the vehicle by vehicle owner.
- The charge for wrecker service, as provided above, shall include all necessary action to remove a vehicle from its location at the time of the call to the area designated by the Police Department of City.
- The single rate amount of (\$50.00 Fifty dollars), as provided in Section 2, shall apply to all tows originating and ending within the corporate limits of the City. Tows which involve traveling outside the City are eligible for the single rate amount plus a per mile sum of (\$1.00 One Dollar) per mile. The per mile sum may be charged only for the distance between the destination outside the city limits and the city limits point nearest that destination. No per mile fee may be charged at anytime for any travel within the City. The per

mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

- Charges for wrecker service and storage fees provided by Towing Company pursuant to Section 1-b and Section 2-a above are to be billed directly to the vehicle owner(s). Title for unclaimed vehicles may be applied for by Towing Company under the provisions pertaining thereto as provided by Chapter 321 of the Code of Iowa.
- 6. The wrecker service to be provided by Towing Company herein shall be made available on a 24-hour basis. If the wrecker service is not able to arrive at the scene of the tow within 20 minutes of being notified, they are required to advise dispatch of the Cedar Falls Police of an approximate time of arrival. The officer at the scene may choose to cancel that call and request another service if the estimated time of arrival is not acceptable. No additional charge may be made for "after hours" service calls. The fee for wrecker service shall be the sum of (\$50.00 Fifty dollars), whether said service is performed by Towing Company or a substitute.
- 7. Towing Company shall provide a police storage area for impounded and abandoned vehicles brought to said storage area by the Police Department of the City. The area shall be secure, fenced, and lighted. Towing Company shall provide the Cedar Falls Police Chief a list of all stored vehicles to the City on the last day of each month. Towing Company shall receive (\$1.00 One dollar) per month for providing the area described herein, regardless of the number of vehicles in the storage area. There shall be no additional daily fee or other charges. Any storage fees of vehicles towed pursuant to Section 1-b above are the responsibility of the vehicle owner(s).
- 8. When Towing Company is requested by City to tow an abandoned or impounded vehicle but no vehicle is actually towed, Towing Company may charge City the wrecker service sum of (\$50.00 Fifty dollars) for the call. However, to be eligible for the wrecker service sum, Towing Company, or its substitute, must arrive at the requested location prior to discovery of the call cancellation.
- 9. Towing Company shall obtain and maintain insurance throughout the contract, which meets the requirements of Attachment #1 which is attached hereto and by this reference incorporated herein, and which is hereby made a provision of this Section 9 as though fully

set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.

- 10. Towing Company shall obtain and maintain a DOT-required Iowa Motor Carrier Permit.
- 11. Either Towing Company or City may cancel this Agreement by giving the other a thirty (30) day written notice in advance of the date of cancellation, and said notice shall be deemed given when deposited in the United States mail.

This agreement will continue in effect beginning July 1, 2020, through June 30, 2021.

2021.			
	Dated this	_ day of <sub>_</sub>	, 2020.
APPROVED: City	of Cedar Falls, Io	wa	Mayor
			City Clerk
			Date
TOWING COMPAN	IY		
BY: (L&M Transmi	ssion)	<	(Rod Brandhorst), President
			4/24/20

Date

# ATTACHMENT #1

12/23/16

# 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 insurers shall issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
- 2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa 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, lowa for the coverage required in <u>Exhibit 1</u>. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement See Exhibit 1
  - c) Governmental Immunities Endorsement See Exhibit 1

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

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

- 4. Each certificate shall be submitted to the City of Cedar Falls.
- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
  - ➤ This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. 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 arising out of the

professional services performed by Contractor. 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. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
- 12. 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 and volunteers and others 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 any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls. lowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, lowar pursuant to the provisions of this contract. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls. lowa 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 any and all 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, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

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.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees and volunteers and others 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. 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)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (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 \$1,000,000
Personal and Advertising Injury Limit \$1,000,000
Each Occurrence Limit \$1,000,000
Fire Damage Limit (any one occurrence) \$50,000
Medical Payments \$5,000

# Automobile:

\$1,000,000 (Combined Single Limit)

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

# <u>Standard Workers Compensation</u> – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A Employers Liability:

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

<u>Umbrella:</u> \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

# 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.

# CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when <u>including</u> the City as an Additional Insured)

- 1. <u>Nonwaiver of Government Immunity</u>. 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. <u>Claims Coverage</u>. 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. <u>Assertion of Government Immunity</u>. The City of Cedar Falls, lowa 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. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. 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.

# CITY OF CEDAR FALLS, IOWA 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.

# AGREEMENT FOR WRECKER/TOWING/STORAGE SERVICE

This Agreement is made and entered into this <code>_</code>	day of	, 2020, by
and between ( <i>Rasmusson Towing, Inc</i> ), an Iow	a corporation, a b	usiness
hereinafter referred to as "Towing Company", a	and the City of Ced	dar Falls, Iowa
hereinafter referred to as "City".		

In consideration of the mutual covenants hereinafter contained, Towing Company and City agree as follows:

- 1. Towing Company will provide wrecker service when requested by the Cedar Falls Police Department to tow vehicles. City will contact Towing Company, and one other towing company, through Black Hawk County dispatch, for wrecker service calls during the time period covered by this Agreement, except when emergency calls need to be made due to acts of God, severe snow storms, wind storms, or other natural disasters, in which case, City may utilize multiple towing companies for wrecker service calls. Wrecker service calls from private persons, even when such calls are made through the Police Department of City, are not included in this Agreement.
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reimbursement provided to the City by the DOT. The City shall notify Towing Company of the amount of reimbursement applicable for each wrecker service call made on behalf of the DOT.

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mile sum may be charged only for the distance traveled when actually transporting a towed vehicle from the city limits to the destination point. There shall be no mileage charged for the return trip to the city limits.

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set out word for word herein, except for Item 8, Errors and Omissions, and Item 11, Performance and Payment Bonds, which shall have no application herein.

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This agreement will continue in effect beginning July 1, 2020, through June 30, 2021.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2020.

APPROVED: City of Cedar Falls, Iowa

Mayor

City Clerk

Date

TOWING COMPANY

BY: (Rasmusson Towing, Inc)

Quantum Rusmusson), President

L1 - 27 - 20

Date

# **ATTACHMENT #1**

12/23/16

# INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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- 2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
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  - b) Commercial General Liability additional insured endorsement See Exhibit 1
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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.

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- 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. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
- Indemnification (Hold Harmless) Provision: To the fullest extent permitted 12. 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 and volunteers and others 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 any damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, volunteers or others working on behalf of the City of Cedar Falls, Iowa, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors. employees, volunteers or others working on behalf of the City of Cedar Falls, lowa 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 any and all 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, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from activities of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor.

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.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees and volunteers and others 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. 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)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (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 \$1,000,000
Personal and Advertising Injury Limit \$1,000,000
Each Occurrence Limit \$1,000,000
Fire Damage Limit (any one occurrence) \$50,000
Medical Payments \$5,000

# Automobile:

\$1,000,000 (Combined Single Limit)

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

# <u>Standard Workers Compensation</u> – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A Employers Liability:

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

<u>Umbrella:</u> \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

# 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.

# CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when *including* the City as an Additional Insured)

- 1. <u>Nonwaiver of Government Immunity</u>. 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. <u>Claims Coverage</u>. 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. <u>Assertion of Government Immunity</u>. The City of Cedar Falls, lowa 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, lowa.
- 4. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. The insurance carrier and the City of Cedar Falls, lowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# CITY OF CEDAR FALLS, IOWA 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.

# F A L L S

# REDEPARTMENT 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** 

Inspection Services Division

**TO:** Honorable Mayor and Council

FROM: Jamie Castle, AIA

**Building Official** 

**DATE:** April 29, 2020

**SUBJECT:** Recreation Center Locker Room Upgrades Bid Tab and Apparent Low

Bidder

The City of Cedar Falls is planning to remodel the locker rooms at the Recreation Center. This is project #63 in the Capital Improvement Plan, which has a project budget of \$500,000. On April 28, 2020 we received two bids for said project from Failor Hurley Construction and Don Gardner Construction.

The apparent low bidder is Failor Hurley Construction of Waterloo, Iowa with a base bid of \$194,900. There were three alternates that were all lower than the other bidder. These alternates were as follows:

Alternate 1 – Remove and retile the floor, walls, and ceiling of the steam room for an add of \$12,200. This provides a consistent look from new tile in locker room into the vestibule of the steam room.

Alternate 2 – Replace sauna room heater for an add of \$5,900. This is a maintenance item.

Alternate 3 – Upgrade locker room entry doors to fiberglass in lieu of painted hollow metal for an add of \$2,700. This would provide an integral material to reduce visible wear and tear that has been requiring repainting about twice per year.

We recommend accepting the Failor Hurley's low bid with Alternate 1 and 3 for a total construction cost of \$209,800.

Attached are the bid tab, bid forms, and bid security documents.

xc: Stephanie Sheetz, Community Development Director



# **BID TABULATION**

**DATE** April 28, 2020

**PROJECT** Cedar Falls Recreation Center Locker Room Upgrades

**PROJECT #** 20016 **PROJECT BUDGET** \$175,000

Bidding Company		Don Gardner Construction	Failor Hurley Construction
Location		Waterloo, IA	Waterloo, IA
Bid Security (5%)	X	X	Х
Addendum No. 01 dated 4.22.2020	Х	Х	Х
Addendum No. 02 dated 4.24.2020	Х	Х	Х
Complete work by:	8/7/2020		
BASE BID	\$	\$196,800	\$194,900
ALTERNATES	Selected X		
[Alternate #1 - Steam Room Floor Finishes]	X	\$13,125	\$12,200
[Alternate #2 - Sauna Room Unit Heater]	Х	\$6,750	\$5,900
[Alternate #3 - Fiberglass Locker Room Doors]	Х	\$2,800	\$2,700
Total = Base Bid + Selected Alternates		\$219,475	\$215,700

# SECTION 00 41 00 BID FORM

# THE PROJECT AND THE PARTIES

### 1.01 TO:

A. Cedar Falls Recreation (Owner) 110 East 13th Street Cedar Falls, IA 50613

### 1.02 FOR:

- A. Project: 20016 Cedar Falls Recreation Center Locker Room Upgrades 110 East 13th Street Cedar Falls, IA 50613
- B. INVISION Project Number: 20016

1.03 DATE: 4/28/20 (BIDDER TO ENTER DATE)

# 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name FAILOR HURLEY CONSTRUCTION
  - 1. Address 3337 MARNIE AVENUE
  - 2. City, State, Zip: WATER LOO, TA 50701
  - 3. Phone: <u>3/9 883 3036</u>

### 1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Design Professional for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. ONE HUNDRED & NINETY FOUR THOUSAND NINE HUNDRED dollars

- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are excluded and State of Iowa taxes are excluded from the Bid Sum.

# 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
  - 3. Commence work as agreed upon with the Owner after written Notice to Proceed of this bid.

# 1.07 CONTRACT TIME

A. If this Bid is accepted, we will complete the work by the Contract Time indicated in Section 01 10 00 – Summary.

# 1.08 ALTERNATES - (REFER ALSO TO SECTION 01 23 00)

	A.	Alternates identified on Bid Forms will be reviewed and acce Accepted alternates will be identified in the Owner-Contract	epted or rejected at Owner's option. or Agreement.
	B.	Bidder, in submitting his bid proposal, shall include, in additi alternates:	-
		1. ALTERNATE NO. 01: Steam Room Floor Finishes	
		ADD the Sum of: Twelve Thousand Two Hundred	DOLLARS (\$ /2,200 ==
		2. ALTERNATE NO. 02: Sauna Room Unit Heater	
		ADD the Sum of:Five Thousand Nine Hundred	DOLLARS (\$ 5,900 ==
		3. ALTERNATE NO. 03: Fiberglass Locker Room Doors	
		ADD the Sum of:	DOLLARS (\$ 2,700 =
			DOLLARS (\$
1.09	AD	DDENDA	
	A.	The following Addenda have been received. The modification below have been considered and all costs are included in the secondary of the secon	
		2. Addendum # 2 Dated 4/24/20 .	

# 1.10 BID FORM SIGNATURE(S)

Addendum #

Addendum # \_\_

3.

A.	FAILOR HURLEY CONSTRUCTION
	(Bidder - print the full name of your firm)
В.	William W. Faulos
	(Authorized signing officer, Title)  WILLIAM W. FAILOR END OF SECTION
	Decine

Dated

Dated\_

# **Document A310<sup>™</sup> - 2010**

Conforms with The American Institute of Architects AIA Document 310

# Bid Bond

CONTRACTOR:

(Name, legal status and address)

Failor Hurley Construction, Inc. 3337 Marnie Avenue Waterloo, IA 50701

OWNER:

(Name, legal status and address)

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613 SURETY:

(Name, legal status and principal place of husiness)

North American Specialty Insurance Company

1200 Main Street, Suite 800 Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Cedar Falls Recreation Center Locker Room Upgrades, Cedar Falls, IA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the promot payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so turnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th

2020

(Witness) Dione R. Your Failor Hurley Construction, Inc.

(Principal

(Seal)

ILLIAM

North American Specialty Insurance Company

(Surery)

(Seal)

CHARLES HARRING TO

(Fitte) Jay D. Freiermuth, Attorney-in-Fact

of

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NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

# **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing undlaws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of
Overland Park, Kansas each does hereby make, constitute and appoint:
JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROV
TIM McCULLOH,, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted blaw, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:  ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.  "RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney nar in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to at certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
SEAL 1973 SEAL 1973 SEAL 1989 Wite A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 3rd day of November 20 17.
North American Specialty Insurance Company Washington International Insurance Company State of Illinois County of Cook Ss: On this 3rd day of November , 20 17, before me, a Notary Public personally appeared Steven P. Anderson , Senior Vice President of
On this <u>std</u> day of <u>restricted</u> , 20 - , before the, a rectary rubble personally appeared <u>steven r. Anderson</u> , senior vice resident of
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who
being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.  OFFICIAL SEAL M. KENNY Notary Public - State of Illinois My Commission Expires 12/04/2021  M. Kenny, Notary Public
I, Jeffrey Goldberg , the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington

International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

# SECTION 00 41 00 BID FORM

### THE PROJECT AND THE PARTIES

### 1.01 TO:

A. Cedar Falls Recreation (Owner) 110 East 13th Street Cedar Falls, IA 50613

### 1.02 FOR:

- A. Project: 20016 Cedar Falls Recreation Center Locker Room Upgrades
  110 East 13th Street
  Cedar Falls, IA 50613
- B. INVISION Project Number: 20016
- 1.03 DATE: <u>04/28/20</u> (BIDDER TO ENTER DATE)

# 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Don Gardner Construction Co., Inc.
  - 1. Address 315 La Porte Rd.
  - 2. City, State, Zip: Waterloo, IA 50702
  - 3. Phone: (319) 234-0272

### 1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Design Professional for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. One hundred ninety-six thousand eight hundred & no/100 dollars
  - (\$ 196,800.00 ), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal taxes are excluded and State of Iowa taxes are excluded from the Bid Sum.

# 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - Execute the Agreement within seven (7) days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
  - Commence work as agreed upon with the Owner after written Notice to Proceed of this bid.

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1.07 CONT	RACT TIME
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A. If this Bid is accepted, we will complete the work by the Contract Time indicated in Section 01 10 00 – Summary.

# 1.08 ALTERNATES - (REFER ALSO TO SECTION 01 23 00)

- A. Alternates identified on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Bidder, in submitting his bid proposal, shall include, in addition to his base bid, the following alternates:
  - ALTERNATE NO. 01: Steam Room Floor Finishes ADD the Sum of :

Thirteen thousand one hundred twenty-five & no/100 DOLLARS (\$\frac{13,125.00}{})

	2.	ALTERNATE NO. 02: Sauna Room Unit Heater ADD the Sum of :		
Sáx	thousand seven hundred fifty & no/100		DOLLARS (\$_6,750.00	<u>)</u> )
	-		<del></del> -	
	3.	ALTERNATE NO. 03: Fiberglass Locker Room Doors		
		ADD the Sum of:		
	_	Two thousand eight hundred & no/100	DOLLARS (\$_2,800.00	)
				,
			DOLLADS (\$	1

# 1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # 1 Dated 04/22/20
  - 2. Addendum # 2 Dated 04/24/20
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum # Dated \_\_\_\_\_

# 1.10 BID FORM SIGNATURE(S)

A. Don Gardner Construction Co., INc.

(Bidder - print the full name of your firm)

(Authorized signing officer, Title) Casey Gardner, President

END OF SECTION

# AIA Document A310™ - 2010

# Bid Bond

# CONTRACTOR:

(Name, legal status and address)

Don Gardner Construction Company

315 LaPorte Road Waterloo IA 50702

#### OWNER:

(Name, legal status and address)
City of Cedar Falls
220 Clay Street
Cedar Falls IA 50613

BOND AMOUNT: Five percent of the bid amount (5%)-----

#### SURETY:

(Name, legal status and principal place of business)
IMT Insurance Company

P O Box 1336 Des Moines IA 50306 This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surely, Owner or other party shall be considered plural where applicable.

#### PROJECT:

(Name, location or address, and Project number, if any)

Cedar Falls Recreation Center Locker Room Upgrades

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April 2020

Don Gardner Construction Company

(Principal)

(Seal)

(Witness)

(Witness)

(Signed and sealed this 28th day of April 2020

Don Gardner Construction Company

(Seal)

(Signed and sealed this 28th day of April 2020

(Principal)

(Seal)

(Surety)

(Surety)

(Surety)

(Sal)

(Sal)

(Title)

Nancy D. Baltutat, Attorney-in-Fact

OUTHOR To should she an original AIA from set to more or shell discontinuous by Reit. An original a suscention changes sit not be observed.

AIA Document A310 - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. \$150 holds. This AIR less are partially a supported by the architects of the architects.

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# POWER OF ATTORNEY

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines. County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jeffrey R. Baker, Nancy D. Baltutat, Patrick K. Duff, Mark E. Keairnes, Greg T. LaMair, Joseph I. Schmit, Christopher R. Seiberling, and Jill Shaffer \_ its true and lawful Attorney-in-Fact, with full power and \_ and State of <u>Iowa</u> of West Des Moines authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of: \*\*\*\*\*Unlimited Amounts\*\*\*\*\* and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed. This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998. ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements. ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed, In Witness Whereof, IM\*T Insurance Company has caused these presents to be signed by its President and its corporate seal to day of April be hereto affixed, this 28th IMT Insurance Company Sean Kennedy, President STATE OF IOWA COUNTY OF POLK , before me appeared Sean Kennedy, to me personally known, 2020 day of April On this 28th who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and scaled in behalf of said Corporation by authority of its Board of Directors. In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written MY COMMISSION EXPIRES Notary Public, Polk County, Iowa

3/3/3030	
CERTIFICATE	
I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.  In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on	copy lay of

SY 06 06 (01/19)



# REDEPARTMENT 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

Inspection Services Division

**TO:** Honorable Mayor and Council

FROM: Jamie Castle, AIA

**Building Official** 

**DATE:** April 29, 2020

**SUBJECT:** Recreation Center Locker Room Upgrades Construction Contract

On April 28, 2020 a low bid was submitted by Failor Hurley Construction for the Recreation Center Locker Room Upgrades Project. The total construction cost is \$209,800.00 which includes a base bid of \$194,900.00 and alternates 1 and 3 as represented in the attached AIA-2017 Standard Form of Agreement between Owner and Architect. We are asking for approval to move forward with a fully executed contract.

xc: Stephanie Sheetz, Community Development Director

# **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the <u>Fourth</u> day of <u>May</u> in the year <u>Two Thousand Twenty</u> (*In words, indicate day, month and year.*)

#### **BETWEEN** the Owner:

(Name, legal status, address and other information)

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Telephone Number: (319) 273-8600

and the Contractor:

(Name, legal status, address and other information)

<u>Failor Hurley Construction</u> 3337 Marnie Ave Waterloo, IA 50701

for the following Project: (Name, location and detailed description)

20016 Cedar Falls Recreation Center Locker Room Upgrades
Cedar Falls Recreation Center
110 East 13th Street
Cedar Falls, IA 50613

The Architect:

(Name, legal status, address and other information)

INVISION Architecture, LTD PO Box 1800 Waterloo, IA 50704-1800 Telephone Number: 319.233.8419 Fax Number: 319.233.9772

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

No.2193223387 which expires on 06/26/2020, and is not for resale.

User Notes:

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## **EXHIBIT A INSURANCE AND BONDS**

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

# ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

# ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[	]	The date of this Agreement.
[	<u>X</u> _]	A date set forth in a notice to proceed issued by the Owner. Architect.
[	]	Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

**User Notes:** 

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 $\mathbf{f}$ 

			1
[ ]	Not later than ( ) calendar days from	om the date of commencement of the	ne Work.
[ <u>X</u> ]	By the following date: August 07, 202	<u>20</u>	
are to be con	ect to adjustments of the Contract Time ampleted prior to Substantial Completion of such portions by the following dates:		
Por	rtion of Work	Substantial Completion Date	
	e Contractor fails to achieve Substantial C e assessed as set forth in Section 4.5.	Completion as provided in this Section	on 3.3, liquidated damages, i
Contract. Th	CONTRACT SUM where shall pay the Contractor the Con	Vine Thousand Eight Hundred Doll	lars and Zero Cents (\$
4.2 Alterna 4.2.1 Alter	ates rnates, if any, included in the Contract Su	ım:	
Fin Alt	n vernate No. 01 - Steam Room Floor vishes vernate No. 03 - Fiberglass Locker om Doors	Price \$12,200 \$2,700	
execution of	ect to the conditions noted below, the folf this Agreement. Upon acceptance, the Cow each alternate and the conditions that it	Owner shall issue a Modification to	this Agreement.
Iten	m	Price	Conditions for Acceptance
(7.1	ances, if any, included in the Contract Such allowance.)	ım:	
Iten <u>N/A</u>		Price	
	rices, if any: item and state the unit price and quantit	y limitations, if any, to which the u	nit price will be applicable.)
Iten N/A		Units and Limitations	Price per Unit (\$0.00)

**§ 4.5** Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages do not apply

# **§ 4.6** Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

#### ARTICLE 5 PAYMENTS

# § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
  - **.5** Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

# five (5) percent

**User Notes:** 

Init.

AlA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by T American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treati Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and wiprosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:56:10 ET on 04/30/2020 under Orde No.2193223387 which expires on 06/26/2020, and is not for resale.

(2036872812)

# § 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

# § 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- **§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

# § 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

# § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

<u>0</u> % <u>zero</u>

**User Notes:** 

#### ARTICLE 6 DISPUTE RESOLUTION

# § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

# § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[ <u>X</u> ]	Litigation in a court of competent jurisdiction
[ ]	Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

# ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

## § 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jamie Castle, Building Official
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
(319) 268-5189
Jamie.Castle@cedarfalls.com

(2036872812)

# § 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Justin Holthaus
Failor Hurley Construction
3337 Marnie Ave
Waterloo, IA 50701
jholthaus@failorhurley.com
319-383-8714

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>\_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup> 2017-Exhibit A, and elsewhere in the Contract Documents.
- **§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

N/A

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
  - .1 AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor
  - .2 AIA Document A101<sup>TM</sup> 2017, Exhibit A, Insurance and Bonds
  - 3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction
  - .4 AIA Document E203<sup>TM</sup> 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

	wings
.0	

Number Title Date
Exhibit B

**.6** Specifications

**User Notes:** 

				1101
	Section Exhibit C	Title	Date	Pages
.7	Addenda, if any:			
	Number Addendum 01 Addendum 02	<b>Date</b> 4.22.2020 4.24.2020	<b>Pages</b> <u>9</u> <u>5</u>	
	Portions of Addenda relating t Documents unless the bidding			
.8	Other Exhibits: (Check all boxes that apply an required.)	d include appropriate inforn	nation identifying the	exhibit where
		TM_2017, Sustainable Project E204-2017 incorporated in		ndicated below:
	[ ] The Sustainability Plan	an:		
	Title	Date	Pages	
	[ ] Supplementary and o	ther Conditions of the Contra	act:	
	Document	Title	Date	Pages
.9	Other documents, if any, listed (List here any additional docu Document A201 <sup>TM</sup> —2017 provisample forms, the Contractor' requirements, and other information proposals, are not part of the documents should be listed here.	ments that are intended to fo ides that the advertisement of s bid or proposal, portions of nation furnished by the Own Contract Documents unless e	r invitation to bid, In. f Addenda relating to er in anticipation of r numerated in this Ag	structions to Bidders, bidding or proposal receiving bids or greement. Any such
	Bid Form Performance and Payment Bor Certificate of Insurance	n <u>d</u>		
This Agreem	nent entered into as of the day and	d year first written above.	mild Lak	
OWNER (Sig	gnature)	CONTRACTO	OR (Signature)	PRESIDENT
(Printed na	me and title)	(Printed nat		INCOLUENT

**User Notes:** 

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Exhibit B	
(insert project name) Cedar Falls, Iowa	
City Project Number	
	00.07.0040

03-27-2019

# 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 <a href="Exhibit 1">Exhibit 1</a>. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement See Exhibit 1
  - c) Governmental Immunities Endorsement See Exhibit 1

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

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

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

- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
  - ➤ This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. 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"

- 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. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
- 12. 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. lowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, lowa, 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, lowa 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, lowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, lowa 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

insert proje	Item 22.
Cedar Fal	ls, Iowa
City Project No	

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.

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

# Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (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

<u>Umbrella:</u> \$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

insert proje	
Cedar Fal	ls, Iowa
City Project No	

# 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. <u>Nonwaiver of Government Immunity</u>. 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. <u>Claims Coverage</u>. 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. <u>Assertion of Government Immunity</u>. The City of Cedar Falls, lowa 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, lowa.
- 4. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. 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.

insert proje	
Cedar Fal	ls, Iowa
City Project No	

# **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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

E	ER	CERTIFICATE IS ISSUED AS A FIFICATE DOES NOT AFFIRMA FIN. THIS CERTIFICATE OF IN RESENTATIVE OR PRODUCER, A	rivei Sur	LY O Anci	r negatively amend, e does not constitu	EXTE	ND OR AL	TER THE C	OVERAGE AFFORDED	BY T	HE POLICIES
te	armie	RTANT: If the certificate holder and conditions of the policy, c icate holder in lieu of such endor	ertai	n po	licies may require an end	dorseme	ent. A stat	endorsed. It ement on th	SUBROGATION IS WAI is certificate does not o	VED, : confer	subject to the rights to the
PRO	DUC	R				CONTAC NAME:	T				
Yot	ır in:	surance Agency				PHONE IAIC, No.	Ext):		FAX (A/C, No):		
123	Ma	n Street				ADDRES	s:			21071	
Any	/tow	n, IA 00000				PRODUC	ER ID #:				2
						INSURER(S) AFFORDING COVERAGE			NAIC#		
INSL	IRED					INSURER	A: Carrier:	should reflect	rating of A-, VIII or better		
		Business Name				INSURE	RB:		1111 0000000000000000000000000000000000		
		123 Main Street				INSURE	RC:				
		Anytown, IA 0000				INSURER D:					
						INSURER E :					
						INSURER	RF:				
CO	VEF	AGES CER S TO CERTIFY THAT THE POLICIES			E NUMBER:		06 E-2415=1414-276		REVISION NUMBER:		
C	ERT	ATED. NOTWITHSTANDING ANY R FICATE MAY BE ISSUED OR MAY ISIONS AND CONDITIONS OF SUCH	PER'	TAIN.	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	BEEN R	the Policii Educed by	ES DESCRIBE	ED HEREIN IS SUBJECT 1	TO ALL	. THE TERMS,
INSR J.TR	_	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER			and the second s	LIMIT		
Α	X	IERAL LIABILITY  COMMERCIAL GENERAL LIABILITY	[ V	X	Policy Number 01/01/2015 0		01/01/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
	CLAIMS-MADE X OCCUR			XX	1 1		MED EXP (Any one person)	s	5,000		
									PERSONAL & ADV INJURY	\$	1,000,000
			1					GENERAL AGGREGATE	\$	2,000,000	
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		POLICY X PRO-	_							\$	
A	AU.	OMOBILE LIABILITY		ĺ	Policy Number		01/01/2015 01/01/	01/01/2016	1/01/2016 COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	×	ANY AUTO							BODILY (NJURY (Per person)	\$	
		ALL OWNED AUTOS	) - · · ·	1					BODILY INJURY (Per accident)	\$	111111111111111111111111111111111111111
		SCHEDULED AUTOS HIRED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
		NON-OWNED AUTOS								\$	
										\$	
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~		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	3,000,000
DEDUCTIBLE					1				\$		
		RETENTION \$			V-1400					\$	
A		RKERS COMPENSATION			Policy Number		01/01/2015	01/01/2016	X WC STATU- TORY LIMITS ER.		
,,	ANY PROPRIETOR/PARTNER/EXECUTIVE			N/A X					E.L. EACH ACCIDENT	\$	500,000
OFFICER/MEMBER EXCLUDED?		N/A						EL DISEASE EX EMPLOYEE	e	E00.000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Cedar Falls, lowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER	CANCELLATION
City of Cedar Falls 220 Clay Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cedar Falls, IA 50613	AUTHORIZED REPRESENTATIVE

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT \$

500,000

500,000

(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below

CG 25 03 03 97

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

(If you antique appared above)	information required to complete this endorsement will be shown in	the Declarations

as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single

Schedule above:

Designated Construction Projects:

 A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

designated construction project shown in the

- 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
  - a. Insureds:
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other

- Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

## CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

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
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
  - 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:

- 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 B**

# 20016 CFRC Locker Room Upgrades Drawings

SHEET NO.	SHEET TITLE	DRAWING DATE
GENERAL		
G0.00	COVER SHEET	4.8.2020
G0.01	TITLE SHEET	4.8.2020
G0.02	STANDARD ADA CLEARANCE AND MOUNTING HEIGHTS	4.8.2020
ARCHITECTURAL		
A1.00	FLOOR AND DEMOLITION PLANS / DETAILS	4.8.2020
A2.00	ENLARGED PLANS, INTERIOR ELEVATIONS, 3D VIEWS	4.8.2020
A3.00	REFLECTED CEILING AND DEMO RC PLANS, AND FINISH PLAN	4.8.2020
MECHANICAL		
ME0.00	COVER SHEET	4.8.2020
P1.01	PLUMBING PLANS	4.8.2020
M1.01	MECHANICAL PLAN	4.8.2020
M2.01	MECHANICAL SCHEDULES AND DETAILS	4.8.2020
E1.01	ELECTRICAL POWER AND LOW VOLTAGE PLAN	4.8.2020
E2.01	ELECTRICAL LIGHTING PLAN	4.8.2020



# **EXHIBIT C**

# 20016 CFRC Locker Room Upgrades Specifications dated 4.8.2020

SPECIFICATION SECTIONS	# OF PAGES
Division 00 - Procurement and Contracting Requirements	74
Division 01 - General Requirements	42
Division 02 – Existing Conditions	2
Division 03 – Concrete	2
Division 05 – Metals	2
Division 06 - Wood, Plastics and Composites	2
Division 07 - Thermal and Moisture Protection	4
Division 08 – Openings	14
Division 09 – Finishes	22
Division 10 – Specialties	6
Division 12 – Furnishings	4



# SECTION 00 41 00 BID FORM

# THE PROJECT AND THE PARTIES

# 1.01 TO:

A. Cedar Falls Recreation (Owner) 110 East 13th Street Cedar Falls, IA 50613

# 1.02 FOR:

- A. Project: 20016 Cedar Falls Recreation Center Locker Room Upgrades
  110 East 13th Street
  Cedar Falls, IA 50613
- B. INVISION Project Number: 20016

1.03 DATE: 4/28/20 (BIDDER TO ENTER DATE)

# 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name FAILOR HURLEY CONSTRUCTION
  - 1. Address 3337 MARNIE AVENUE
  - 2. City, State, Zip: WATERLOO, IA 50701
  - 3. Phone: <u>3/9-883-3036</u>

# **1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Design Professional for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. ONE HUNDRED & NINETY FOUR THOUSAND NINE HUNDRED MOILES

- C. We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal taxes are excluded and State of Iowa taxes are excluded from the Bid Sum.

# 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - Execute the Agreement within seven (7) days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award.
  - 3. Commence work as agreed upon with the Owner after written Notice to Proceed of this bid.

# 1.07 CONTRACT TIME

A. If this Bid is accepted, we will complete the work by the Contract Time indicated in Section 01 10 00 – Summary.

# 1.08 ALTERNATES - (REFER ALSO TO SECTION 01 23 00)

	<ul> <li>Alternates identified on Bid Forms will be reviewed and accepted or rejected at Owner's Accepted alternates will be identified in the Owner-Contractor Agreement.</li> </ul>				
	B.	Bid	der, in submitting his bid proposal, shall include, in addition to his base bid, the following		
		1.	ALTERNATE NO. 01: Steam Room Floor Finishes  ADD the Sum of:  Twelve Thousand Two Hundred  DOLLARS (\$ 12,200 = 200)		
		2.	ALTERNATE NO. 02: Sauna Room Unit Heater  ADD the Sum of:  Five Thousand Nine Hundred  DOLLARS (\$ 5, 900 = 200)		
		3.	ALTERNATE NO. 03: Fiberglass Locker Room Doors  ADD the Sum of:  Two Thousand Seven Hundred DOLLARS (\$ 2,700 =		
		-	DOLLARS (\$		
1.09	AD	DEN	DA		
	A.	The below 1. 2. 3.	following Addenda have been received. The modifications to the Bid Documents noted by have been considered and all costs are included in the Bid Sum.  Addendum # Dated		

# 1.10 BID FORM SIGNATURE(S)

A.	FAILOR HURLEY CONSTRUCTION
	(Bidder - print the full name of your firm)
В.	William W. Fairs
	(Authorized signing officer, Title)
	PRESIDENT END OF SECTION

Addendum # \_\_\_\_\_ Dated

Bond No. 2305507

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

# Performance Bond

CONTRACTOR:

(Name, legal status and address)

Failor Hurley Construction, Inc.

3337 Marnie Avenue Waterloo, IA 50701

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company

1200 Main Street, Suite 800 Kansas City, MO 64105

**Mailing Address for Notices** 1200 Main Street, Suite 800 Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

**CONSTRUCTION CONTRACT** 

Date: May 04, 2020

Amount: \$ \$209,800.00 (Two Hundred Nine Thousand Eight Hundred And No/100)

Description:

20016 Cedar Falls Recreation Center Locker Room Upgrades, Cedar Falls, IA

(Name and location)

BOND

Date: May 04, 2020

(Not earlier than Construction Contract Date)

Amount: \$ \$209,800.00 (Two Hundred Nine Thousand Eight Hundred And No/100)

Modifications to this Bond:

X None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Failor Hurley Construction, Inc.

SURETY

(Corporate Seal)

Company:

(Corporate Seal)

North American Specialty Insurance Company

Name

and Title:

Signature:

Name

Dione R. Young Attorney-in-Fact and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY --- Name, address and telephone)

**AGENT or BROKER:** 

Holmes, Murphy and Associates, LLC 2727 Grand Prairie Parkway Waukee, IA 50263

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

**INVISION Architecture** 

P.O. Box 1800

Waterloo, IA 507-04-1800

(515) 223-6800

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below)	ior aaaittonat signattires oj aaded parti	es, other than those appearing on the cover po	ige.)	
CONTRACTOR AS F	PRINCIPAL	SURETY		
Company:	(Corporate Seal)	Company:	(Corporate Sea	
Signature:		Signature:		
Name and Title: Address		Name and Title: Address		

Bond No. 2305507

# Document A312™ – 2010

1200 Main Street, Suite 800

1200 Main Street, Suite 800

**Malling Address for Notices** 

Kansas City, MO 64105

Kansas City, MO 64105

**SURETY:** 

Conforms with The American Institute of Architects AIA Document 312

(Name, legal status and principal place of business)

North American Specialty Insurance Company

# Payment Bond

**CONTRACTOR:** 

Waterloo, IA 50701

(Name, legal status and address) Failor Hurley Construction, Inc. 3337 Marnie Avenue

OWNER:

(Name, legal status and address)

**City of Cedar Falls** 220 Clay Street

Cedar Falls, IA 50613

CONSTRUCTION CONTRACT

Date: May 04, 2020

Amount: \$ \$209,800.00 (Two Hundred Nine Thousand Eight Hundred And No/100)

Description:

20016 Cedar Falls Recreation Center Locker Room Upgrades, Cedar Falls, IA

(Name and location)

BOND

Date: May 04, 2020

(Not earlier than Construction Contract Date)

Amount: \$ \$209,800.00 (Two Hundred Nine Thousand Eight Hundred And No/100)

Modifications to this Bond:

X None

See Section 18

**CONTRACTOR AS PRINCIPAL** 

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

This document has important legal

consequences. Consultation with

an attorney is encouraged with respect to its completion or

Any singular reference to

plural where applicable.

Contractor, Surety, Owner or other party shall be considered

modification.

North American Specialty Insurance Company

Failor Hurley Construction, Inc.

Signature: Name

and Title:

Signature: Name and Title:

Dione R. Young Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT or BROKER:** 

Holmes, Murphy and Associates, LLC 2727 Grand Prairie Parkway Waukee, IA 50263

(515) 223-6800

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

**INVISION Architecture** 

P.O. Box 1800

Waterloo, IA 507-04-1800

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor.
  - 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant:
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount carned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Item 22

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

CONTRACTOR AS		es, other than those appearing on the cover pa SURETY	80.7
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: Name and Title: Address		Signature: Name and Title: Address	

Item 22.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY WESTPORT INSURANCE CORPORATION

#### **GENERAL POWER OF ATTORNEY**

Company a corporation organized and existing un	AT North American Specialty Insurance Company, a corporation duly organized and existing under its principal office in the City of Overland Park, Kansas and Washington International Insurance inder the laws of the State of New Hampshire and having its principal office in the City of Overland n, organized under the laws of the State of Missouri, and having its principal office in the City of
Overland Park, Kansas each does hereby make, co	onstitute and appoint:
	BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWN
	VENN, DIONE R. YOUNG, and WENDY ANN CASEY  JOINTLY OR SEVERALLY
law, regulation, contract or otherwise, provided the	execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings show of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by at no bond or undertaking or contract or suretyship executed under this authority shall exceed the DRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS
-	112 1112 1112 1112 1112 1112 1112 1112
Directors of North American Specialty Insurance	need by facsimile under and by the authority of the following Resolutions adopted by the Boards of Company and Washington International Insurance Company at meetings duly called and held ration by written consent of its Executive Committee dated July 18, 2011.
in the given Power of Attorney to execute on beha hereby is authorized to attest to the execution of an	any Senior Vice President, any Vice President, any Assistant Vice President, ach or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named all of the Company bonds, undertakings and all contracts of surety, and that each or any of them any such Power of Attorney and to attach therein the seal of the Company; and it is
certificate relating thereto by facsimile, and any su	of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be the future with regard to any bond, undertaking or contract of surety to which it is attached."
SEAL SEAL SEAL SON SE	By  Steven P. Anderson, Senior Vice President of Washington International Insurance Company  & Senior Vice President of North American Specialty Insurance Company  & Senior Vice President of Westport Insurance Corporation  By  Mike A. Ito, Senior Vice President of Washington International Insurance Company  & Senior Vice President of Worth American Specialty Insurance Company  & Senior Vice President of Westport Insurance Corporation
insurance Corporation have caused their official se	Specialty Insurance Company, Washington International Insurance Company and Westport eals to be hereunto affixed, and these presents to be signed by their authorized officers this 17.
	North American Specialty Insurance Company
	Washington International Insurance Company
State of Illinois County of Cook ss:	Westport Insurance Corporation
	e me, a Notary Public personally appearedSteven P. Anderson_, Senior Vice President of
Washington International Insurance Company and	Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Senior Vice President of Washington International Insurance Company and Senior Vice President
	and Senior Vice President of Westport Insurance Corporation, personally known to me, who
being by me duly sworn, acknowledged that they s	signed the above Power of Attorney as officers of and acknowledged said instrument to be the
voluntary act and deed of their respective companie	OFFICIAL SEAL M. KENNY Notary Public - State of Illinois My Commission Expires 12/04/2021 M. Kenny, Notary Public M. Kenny, Notary Public
, Jeffrey Goldberg , the duly elected Vice Pre	esident and Assistant Secretary of North American Specialty Insurance Company, Washington

I. International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

328



#### CERTIFICATE OF LIABILITY INSURANCE

FAILO	-1		7
	DA	Item 22.	r
	l t	<i>94/30/2020</i>	J

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

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

PRODUCER The Sinnott Agency, Inc.	CONTACT NAME:	CONTACT NAME:						
622 W 4th St., PO Box 1918	PHONE (A/C, No, Ext); 319-233-6103 FAX (A/C, No):	319-234-8133						
Waterloo, IA 50704 Daniel Sinnott	E-MAIL ADDRESS: darleeny@sinnottagency.com							
	INSURER(S) AFFORDING COVERAGE	NAIC#						
	INSURER A : Allied Insurance Company	42579						
INSURED FAILOR HURLEY CONSTRUCTION 3337 MARNIE AVE	INSURER B : NAUTILUS INSURANCE COMPANY							
WATERLOO, IA 50701	INSURER C:							
	INSURER D :							
	INSURER E:							
	INSURER F:							
COVERAGES CERTIFICATE NUM	ADED.							

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

GGREGATE LIMIT APPLIES PER: LICY X PRO: LICY X PRO: DBILE LIABILITY YAUTO LOWNED SCHEDULED	x	x	ACP7122740029	06/04/2019		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$ \$ \$	
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Y AUTO							\$	
OWNED SCHEDULED	V					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	^	X	ACP7122740029	06/04/2019	06/04/2020	BODILY INJURY (Per person)	\$	
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RED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	S	
						40.7-232-0.00	\$	
BRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
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RS COMPENSATION PLOYERS' LIABILITY						PER STATUTE X OTH-		
PRIETOR/PARTNER/EXECUTIVE	N/A	X	ACP7122740029	06/04/2019	06/04/2020	E L EACH ACCIDENT	\$	500,000
ory in NH)						E L DISEASE - EA EMPLOYER	\$	500,000
TION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s	500,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE 2ND PAGE

PROJECT: 20016 RECREATION CENTER LOCKER ROOM UPGRADES

CERTIFICATE HOLDER	CANCELLATION				
CITYCF3  CITY OF CEDAR FALLS 220 CLAY ST	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
CEDAR FALLS, IA 50613	AUTHORIZED REPRESENTATIVE				

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NOTEPAD:

HOLDER CODE CITYCF3

INSURED'S NAME FAILOR HURLEY CONSTRUCTION

FAILO-1 OP ID: KH

Date 04

WHEN REQUIRED IN WRITTEN CONTRACT:

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 ARE INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY ON A PRIMARY 6 NON-CONTRIBUTORY BASIS PER CG7323 INCLUDING COMPLETED OPERATIONS PER CG7246. ADDITIONAL INSURED UNDER THE AUTO PER AC7005 AND UMBRELLA PER UMB0094. WAIVER OF SUBROGATION UNDER GENERAL LIABILITY PER CG7323, AUTO PER AC7005, WORK COMP PER WC000313.

GOVERNMENTAL IMMUNITIES ENDORSEMENT INCLUDED.

#### DEPARTMENT OF PUBLIC WORKS

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

**MEMORANDUM** 

**Engineering Division** 

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jon Fitch, PE, Principal Engineer

DATE: April 29, 2020

SUBJECT: Greenhill Rd and S Main Intersection Improvements

Application for Traffic Safety Improvement Program Funding

City Project Number: RC-173-3228

Each year, the lowa Department of Transportation (lowa DOT) accepts applications for traffic safety improvements through the Traffic Safety Improvements Program (TSIP). TSIP's are due to the DOT by August 15<sup>th</sup>, but the earlier submitted, the better. These are competitive grants and each year there are projects that are not considered for funding.

The intersection of Greenhill Road and S Main Street was studied as a part of the Greenhill Road Corridor Traffic Study (completed December, 2018). That study recommended the intersection be converted into a roundabout in order to improve the safety and capacity of the intersection when S Main Street is reconstructed. The intersection of Greenhill Road and S Main St in Cedar Falls is currently signalized and lacks a left turn lane in the south direction and reduces westbound traffic to one lane just west of Coneflower. The existing Level of Service (LOS) for this intersection is a D with the southbound approach E. The proposed LOS on opening day is A and future 2045, B.

The City's consultant for the Greenhill Rd\_S Main Street Intersection Improvements Project, Shive-Hattery, upon approval by Council will submit the application to the Iowa DOT for the funding request. The Greenhill Road and S Main Street Intersection Improvements application for Traffic Safety Improvement Program Funding is attached. The project could be awarded up to \$500,000.00 in TSIP Funds upon approval by the Iowa DOT. Eligible project costs for construction would be reimbursed by the lowa DOT and do not require a match.

The Engineering Division recommends acceptance of the Application for the Traffic Safety Improvement Program Funding for the Greenhill Rd S Main Street Intersection Improvements Project. We are asking for a resolution in support of the application.

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

Chase Schrage, Director of Public Works XC:

David Wicke, City Engineer

RESOLUTION NO.
----------------

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FOR THE INTERSECTION OF GREENHILL RD AND S MAIN ST TO RECONSTRUCT THE SIGNAL CONTROLLED INTERSECTION TO A ROUNDABOUT.

WHEREAS, the Iowa Department of Transportation has established the TSIP and provides funding for locations where vehicular safety is a concern and documented; and

WHEREAS, said program allows for funding to be provided to local jurisdictions for eligible transportation projects or programs that will improve traffic safety at a specific site or corridor with a crash history; and

WHEREAS, the City of Cedar Falls has determined that by reconstructing the intersection of Greenhill Road and S Main Street as a roundabout will help reduce crashes, thus improving safety and operations.

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

- 1. The City Council supports and approves the attached application for TSIP funding.
- 2. The City Council hereby commits the additional City funds necessary for construction of the project beyond any TSIP funding.
- 3. The City Council hereby commits to accepting and maintaining these improvements.
- 4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED this		
	Robert Green, Mayor	
Attest:		
	<u> </u>	
Jacque Danielsen, City Clerk		





GENERAL INF	ORMATION		DATE: April 28, 2020
Location / Tit	tle of Project	Greenhill Road / S	outh Main Street Reconstruction
Applicant	City of Ceda	r Falls	
Contact Pers	son Jon Fitch		Title Principal Engineer
Complete Ma	ailing Address	220 Clay Street	
		Cedar Falls, IA 506	613
	319) 268-5165 Area Code)	E-Mail	Jon.Fitch@cedarfalls.com
		uthority is involved (use additional sh	d in this project, please indicate and leets if necessary).
Co-Applicant	t(s)		
Contact Pers	son		Title
Complete Ma	ailing Address		
Phone		E-Mail	
	(Area Code)		
PLEASE COI	MPLETE THE F	OLLOWING PROJE	CT INFORMATION:
Funding Am	nount		
	Total Safety Co	st	\$ 948,700
	Total Project Co	est	\$ _2,474,000
	Safety Funds F	Requested	\$ _500,000
study recomm	nendation for this	project?	t Candidate List or is there a safety

#### Re Item 23.

#### APPLICATION CERTIFICATION FOR PUBLIC AGENCY

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating public agency(ies). I understand the attached resolution(s), where applicable, binds the participating public agency(ies) to assume responsibility for any additional funds, if required, to complete the project. In addition, the participating public agency(ies) agrees to maintain any new or improved public streets or roadways for a minimum of five years.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Represen	ting the City of Cedar Falls		
Signed:			
3	Signature	Date Signed	
	Dave Wicke Printed Name		
Attest:			
	Signature	Date Signed	
	Jacque Danielsen Printed Name		
	i illited ivallie		

# Traffic Safety Improvement Program Application

# Greenhill Road Improvements from S. Main to Coneflower Pkwy Cedar Rapids, Jowa

Cedar Rapids, Iowa April 28, 2020



222 3<sup>rd</sup> Avenue, Suite 300 Cedar Rapids, Iowa 52406 (800) 798-0227

#### Background

Greenhill Road, a primary east/west corridor in Cedar Falls has been a focus of the City's due to the development and increase in traffic demands. In 2017 the City of Cedar Falls commissioned a corridor study for Greenhill Road to evaluate the current and future traffic demands for all modes of transportation. The study concluded that over the next 25 years there is a potential for 60 – 80% growth in traffic volumes. Figure 1 and 2 below show the development that has occurred from 2010 through 2019. In 2017 the lowa DOT collected Annual Average Daily Traffic (AADT) within the project corridor of 10,200 vehicles. See **Exhibit H** for existing conditions.





Figure 1 – 2010 Google Image - Cedar Falls

Figure 2 - 2019 Iowa Geo Map - Cedar Falls

Greenhill Road currently has four lanes with a width of 52 feet from back-of-curb to back-of-curb and a posted speed limit of 45 mph. These are two factors that have led to many of the crashes. Other safety related factors between these two intersections include:

- Traveling WB on Greenhill approaching S. Main Street the inside through lane is terminated to create a WB left turn lane with the second through lane re-established west of the intersection.
- The NB through lane on S Main Street is offset through the intersection with Greenhill Road. This corridor serves as a major route for multi-modal transportation uses, connecting multiple trails on the south side of Cedar Falls. There is a 10' shared use trail on both sides of Greenhill Road in this area.

#### **Crash History**

Crash history for this intersection was collected from the Iowa DOT Crash Analysis Tool (ICAT) software and was evaluated from 2015 to 2019 to identify trends and safety issues with the current intersection geometries. Over the last 5 years there has been an average of nearly 6 crashes per year with 5 minor injuries and 7 possible injuries. Further analysis of the data showed that there has been a steady increase in the number and severity of crashes year over year. From 2009 through 2014 there was one minor injury reported with an average of 1 to 2 crashes per year. Starting in 2015 that number has increased and in 2019 there were 8 crashes with three of them reporting minor injuries. This section of the corridor

needs improvements to mitigate this rising trend in crashes and severity. Refer to **Exhibit I** for crash history summaries.

#### **Proposed Improvements**

The City of Cedar Falls has begun implementing the improvements that were outlined in the 2018 corridor study in preparation for the growth and development that is forecasted for this area. This year a dual-lane roundabout will be constructed at the intersection of Greenhill Road and Cedar Heights Drive, approximately two miles east of S. Main Street. As part of this safety application, the City is proposing to construct a dual-lane roundabout at the intersection of Greenhill Road and S Main Street, which also follows the recommendation of the 2018 corridor study. The roundabout will:

- Serve to reduce speeds and the number of crashes.
- Provide safer pedestrian crossings of Greenhill Road. Additional street lighting will be included to illuminate the approaches and pedestrian crossings.
- Continue the similar intersection type along the corridor.
- Will aid in providing acceptable gaps in traffic.

Refer to **Exhibit G** for the planned proposed improvements.

#### **Public Support**

This corridor has been studied and analyzed over the last five years and the public has been involved throughout the entire process. Roundabouts were identified as the preferred method of intersection control for the corridor and approved by the city council. Throughout the remainder of the design process the public will continue to have input on the design and impacts through stakeholder meetings and public outreach meetings.

#### Proposed Public Improvements -Greenhill Road Corridor South Main Street to Coneflower Parkway

Cedar Falls, Iowa Engineer's Rough Order Magnitude of Cost Estimate of Quantities - April 24, 2020

					TSIP Eligible	TS	SIP Eligible	Non-TSIP	No	n-TSIP Eligible		
Item No	Description	Unit	U	nit Price	Quantity		Cost	Eligible Quantity		Cost		Total Cost
1	Excavation, Class 10	CY	\$	5				10,500	\$	52,500	\$	52,500.00
2	Subgrade Preparation	SY	\$	3				15,200	\$	45,600	\$	45,600.00
3	Modified Subbase	CY	\$	7	15,200	\$	106,400				\$	106,400.00
4	Topsoil, Strip, Salvage and Respread	CY	\$	8				3,500	\$	28,000	\$	28,000.00
5	Remove Existing Intake	EA	\$	900				6	\$	5,400	\$	5,400.00
6	Remove Existing Manhole	EA	\$	900				1	\$	900	\$	900.00
7	Remove Storm Sewer	LF	\$	25				540	\$	13,500	\$	13,500.00
8	Storm Sewer RCP	LF	\$	90				1,240	\$	111,600	\$	111,600.00
9	Storm Sewer Intake, SW-510	EA	\$	6,500				8	\$	52,000	\$	52,000.00
10	Storm Sewer Manhole, SW-501	EA	\$	4,000				2	\$	8,000	\$	8,000.00
11	Removal of Pavement	SY	\$	8				9,600	\$	76,800	\$	76,800.00
12	PCC Pavement, 10"	SY	\$	70	10,300	\$	721,000				\$	721,000.00
13	Concrete Median, Colored	SY	\$	90				1,405	\$	126,450	\$	126,450.00
14	Truck Apron, Colored	SY	\$	90	570	\$	51,300				\$	51,300.00
15	Pavement Markings	LS	\$	10,000	1	\$	10,000				\$	10,000.00
16	Removal of Sidewalk	SY	\$	10				2,200	\$	22,000	\$	22,000.00
17	PCC Sidewalk, 5"	SY	\$	45				2,450	\$	110,250	\$	110,250.00
18	Detectable Warnings	SF	\$	45				340	\$	15,300	\$	15,300.00
19	Removal and Replacement of Wood Fence	LF	\$	60				1,200	\$	72,000	\$	72,000.00
20	Retainig Wall	LF	\$	45				2,000	\$	90.000	\$	90.000.00
21	Mobilization		\$	130,000				1	\$	130.000	\$	130,000.00
22	Traffic Control	LS	\$	50,000				1	\$	50,000	\$	50,000.00
23	Traffic Signal Removal	LF	\$	30,000				1	\$	30,000	\$	30,000.00
24	Lighting	LS	\$	60,000	1	\$	60,000	•	Ť	00,000	\$	60,000.00
25	Construction Survey	LS	\$	25,000		Ψ	00,000	1	\$	25,000	\$	25,000.00
26	Landscaping / Restoration	LS	\$	45,000				1	\$	45,000	\$	45,000.00
27	Erosion Control	LS	\$	15,000				1	\$	15.000	\$	15,000.00
28	Utility Relocation	LS	-	400,000				1	\$	400,000	\$	400,000.00
20	Culty Nelocation	LO	φ	+00,000				ı	φ	400,000	φ	+00,000.00
			S	ubTotal		\$	948,700.00		\$	1,525,300.00		
			·			Ÿ	0 .0,. 00.00		Ψ	.,020,000.00		

Rough Order of Magnitude Construction Cost

\$ 2,474,000.00

Improvements to the intersection of E Greenhill Road and S Main Street, are to be funded through Traffic Safety Improvement Funds. The schedule proposed for the safety improvements is as follows:

- May 2020 Submit for 2021 TSIP Funds
- April 2020 December 2020 Proceed with the design of improvements
- December 2020 TSIP funds are awarded
- **February 2021** Let corridor improvement project
- April/May 2021 Construction begins
- **July 2021** TSIP funds are available for the corridor improvements
- October 2021 Construction complete





Looking West from South Main Street (EB Approach)\*



Looking East from South Main Street (WB Approach)\*

\*Source: Google®

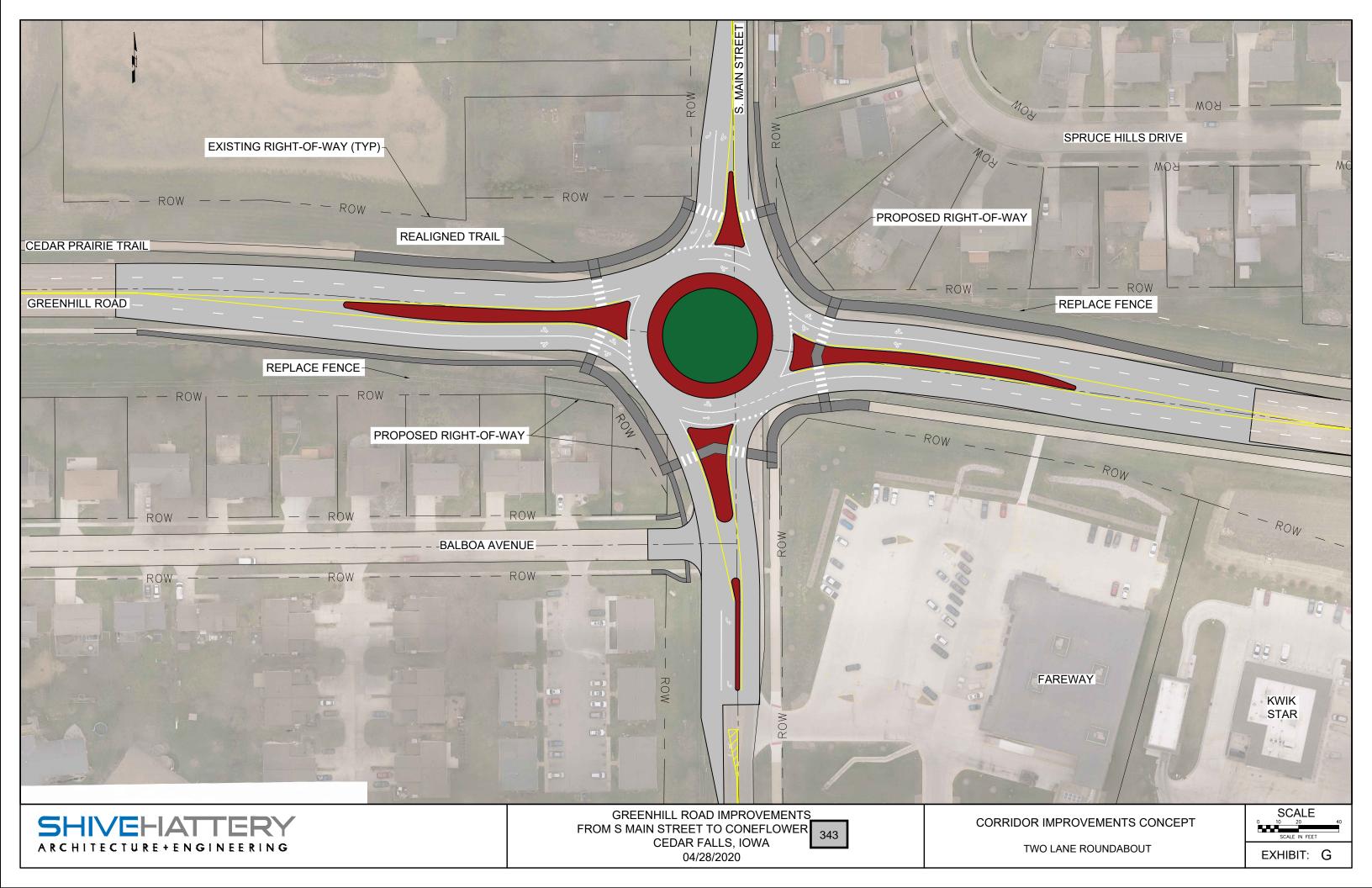


Looking South from East Greenhill Road (NB Approach)\*



Looking North from East Greenhill Road (SB Approach)\*

\*Source: Google®







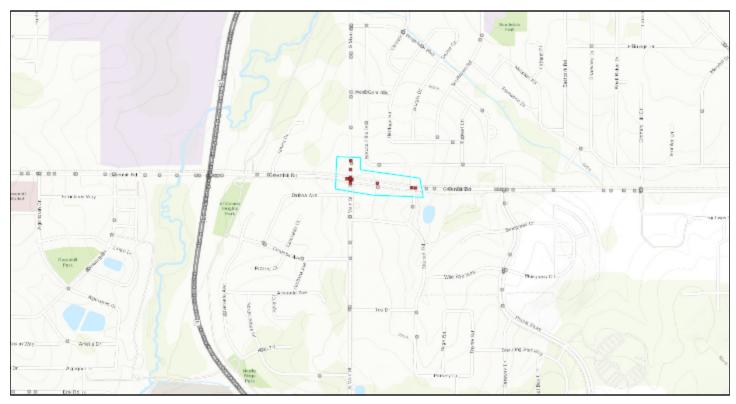
Item 23.

Crash Severity	23
Fatal Crash	0
Suspected Serious Injury Crash	0
Suspected Minor Injury Crash	5
Possible/Unknown Injury Crash	6
Property Damage Only	12

Injury Status Summary	12
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	5
Possible (complaint of pain/injury)	7
Unknown	0

Property/Vehicles/Occupants	
Property Damage Total (dollars):	108,500.00
Average (per crash dollars):	4,717.39
Total Vehicles:	48.00
Average (per crash):	2.09
Total Occupants:	63.00
Average (per crash):	2.74

Average Severity		
	Fatalities/Fatal Crash:	0.00
	Fatalities/Crash:	0.00
	Injuries/Crash:	0.52
	Major Injuries/Crash:	0.00
	Minor Injuries/Crash:	0.22
Possibl	e/Unknown Injuries/Crash:	0.30





Item 23.

Major Cause			23
Animal	0	Ran traffic signal	1
Ran stop sign	1	Failed to yield to emergency vehicle	0
FTYROW: At uncontrolled intersection	0	FTYROW: Making right turn on red signal	0
FTYROW: From stop sign	0	FTYROW: From yield sign	0
FTYROW: Making left turn	5	FTYROW: From driveway	0
FTYROW: From parked position	0	FTYROW: To pedestrian	0
FTYROW: Other	1	Drove around RR grade crossing gates	0
Disregarded RR Signal	0	Crossed centerline (undivided)	0
Crossed median (divided)	0	Traveling wrong way or on wrong side of road	0
Aggressive driving/road rage	0	Driving too fast for conditions	0
Exceeded authorized speed	0	Improper or erratic lane changing	0
Operating vehicle in an reckless, erratic, ca	0	Followed too close	4
Passing: On wrong side	0	Passing: Where prohibited by signs/markings	0
Passing: With insufficient distance/inadequa	0	Passing: Through/around barrier	0
Passing: Other passing	0	Made improper turn	1
Driver Distraction: Manual operation of an e	0	Driver Distraction: Talking on a hand-held d	0
Driver Distraction: Talking on a hands free	0	Driver Distraction: Adjusting devices (radio	0
Driver Distraction: Other electronic device	0	Driver Distraction: Passenger	1
Driver Distraction: Unrestrained animal	0	Driver Distraction: Reaching for object(s)/f	0
Driver Distraction: Inattentive/lost in thou	2	Driver Distraction: Other interior distracti	0
Driver Distraction: Exterior distraction	0	Ran off road - right	0
Ran off road - straight	0	Ran off road - left	0
Lost control	1	Swerving/Evasive Action	0
Over correcting/over steering	0	Failed to keep in proper lane	0
Failure to signal intentions	0	Traveling on prohibited traffic way	0
Vehicle stopped on railroad tracks	0	Other: Vision obstructed	1
Other: Improper operation	0	Other: Disregarded warning sign	0
Other: Disregarded signs/road markings	0	Other: Illegal off-road driving	0
Downhill runaway	0	Separation of units	0
Towing improperly	0	Cargo/equipment loss or shift	0
Equipment failure	0	Oversized load/vehicle	0
Other: Getting off/out of vehicle	0	Failure to dim lights/have lights on	0
Improper backing	0	Improper starting	0
Illegally parked/unattended	0	Driving less than the posted speed limit	0
Operator inexperience	0	Other	4
Unknown	1	Not reported	0
Other: No improper action	0		



Item 23.

Time of Day/Day	of Wee	k												
Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reporte d	Total
Sunday	0	0	0	0	0	0	2	1	0	0	0	0	0	3
Monday	0	0	0	0	0	1	0	1	2	2	0	0	0	6
Tuesday	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Wednesday	0	0	0	0	0	2	0	0	1	0	0	0	0	3
Thursday	0	0	0	0	0	0	0	2	0	1	0	0	0	3
Friday	0	0	0	0	0	0	2	2	1	0	1	0	0	6
Saturday	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	0	0	0	0	0	4	5	6	4	3	1	0	0	23

Manner of Crash Collision	23
Non-collision (single vehicle)	1
Head-on (front to front)	1
Rear-end (front to rear)	12
Angle, oncoming left turn	5
Broadside (front to side)	3
Sideswipe, same direction	1
Sideswipe, opposite direction	0
Rear to rear	0
Rear to side	0
Not reported	0
Other	0
Unknown	0

Surface Conditions	23
Dry	20
Wet	2
Ice/frost	0
Snow	0
Slush	1
Mud, dirt	0
Water (standing or moving)	0
Sand	0
Oil	0
Gravel	0
Not reported	0
Other	0
Unknown	0

Fixed Object Struck			48
Bridge overhead structure	0	Bridge pier or support	0
Bridge/bridge rail parapet	0	Curb/island/raised median	0
Ditch	0	Embankment	0
Ground	0	Culvert/pipe opening	0
Guardrail - face	0	Guardrail - end	0
Concrete traffic barrier (median or right sid	0	Other traffic barrier	0
Cable barrier	0	Impact attenuator/crash cushion	0
Utility pole/light support	0	Traffic sign support	0
Traffic signal support	0	Other post/pole/support	0
Fire hydrant	0	Mailbox	0
Tree	0	Landscape/shrubbery	0
Snow bank	0	Fence	0
Wall	0	Building	0
Other fixed object	0	None (no fixed object struck)	48



Item 23.

Driver Age/Driver Gender							
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	Total		
< 14	0	0	0	0	0		
= 14	0	0	0	0	0		
= 15	1	0	0	0	1		
= 16	1	1	0	0	2		
= 17	2	0	0	0	2		
= 18	0	0	0	0	0		
= 19	1	0	0	0	1		
= 20	1	0	0	0	1		
>= 21 and <= 24	5	0	0	0	5		
>= 25 and <= 29	2	0	0	0	2		
>= 30 and <= 34	3	1	0	0	4		
>= 35 and <= 39	1	2	0	0	3		
>= 40 and <= 44	1	5	0	0	6		
>= 45 and <= 49	0	2	0	0	2		
>= 50 and <= 54	2	1	0	0	3		
>= 55 and <= 59	5	0	0	0	5		
>= 60 and <= 64	2	2	0	0	4		
>= 65 and <= 69	2	0	0	0	2		
>= 70 and <= 74	0	2	0	0	2		
>= 75 and <= 79	2	0	0	0	2		
>= 80 and <= 84	1	0	0	0	1		
>= 85 and <= 89	0	0	0	0	0		
>= 90 and <= 94	0	0	0	0	0		
>= 95	0	0	0	0	0		
Not reported	0	0	0	0	0		
Unknown	0	0	0	0	0		
Total	32	16	0	0	48		

>= 95	0	0	0	0	0			
Not reported	0	0	0	0	0			
Unknown	0	0	0	0	0			
Total	32	16	0	0	48			
Drug/Alcohol Related								
Drug								
Alcohol (< Statutory)								
Alcohol (Statutory)								
Drug/Alcohol (< Statutory)								
Drug/Alcohol (Statutory)								
Refused								
Under Influence of Alcohol/Drugs/Medications								
None Indicated								

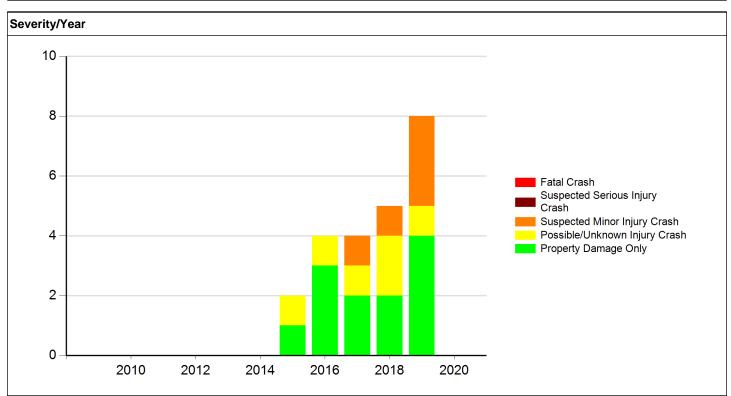
Alcohol Test Given	48
None	48
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	0

Drug Test Given	48
None	48
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	0

Drug Test Result	48
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	48
Other	0

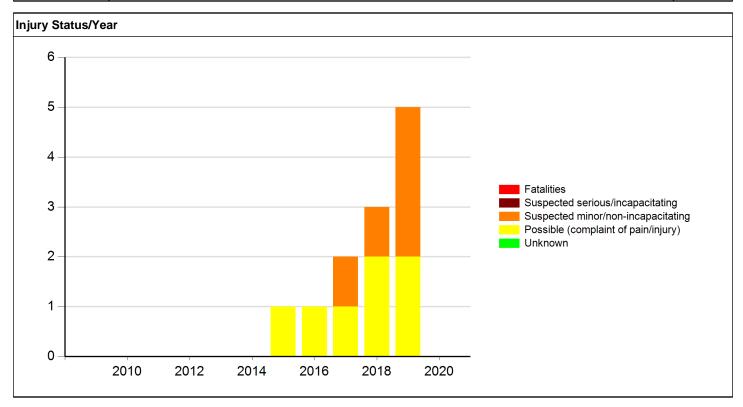


Crash Severity -	Crash Severity - Annual									
Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	Total				
2009	0	0	0	0	0	0				
2010	0	0	0	0	0	0				
2011	0	0	0	0	0	0				
2012	0	0	0	0	0	0				
2013	0	0	0	0	0	0				
2014	0	0	0	0	0	0				
2015	0	0	0	1	1	2				
2016	0	0	0	1	3	4				
2017	0	0	1	1	2	4				
2018	0	0	1	2	2	5				
2019	0	0	3	1	4	8				
2020	0	0	0	0	0	0				
Total	0	0	5	6	12	23				



Item 23.

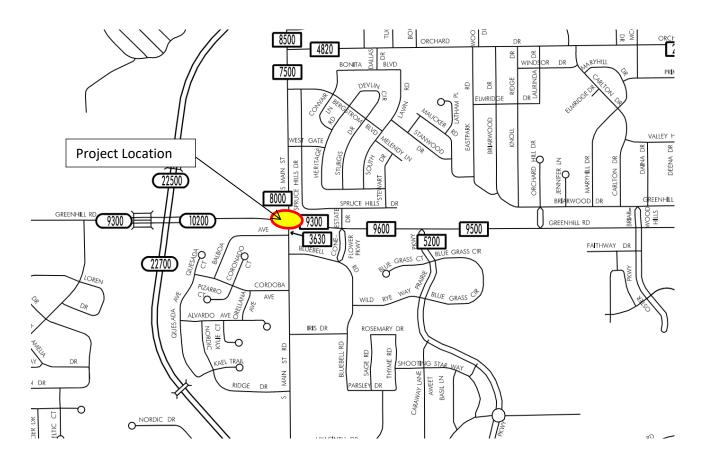
Injury Status - A	njury Status - Annual								
Crash Year	Fatalities	Suspected serious/incapac itating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Unknown		Total		
2009	0	0	0	0	0		0		
2010	0	0	0	0	0		0		
2011	0	0	0	0	0		0		
2012	0	0	0	0	0		0		
2013	0	0	0	0	0		0		
2014	0	0	0	0	0		0		
2015	0	0	0	1	0		1		
2016	0	0	0	1	0		1		
2017	0	0	1	1	0		2		
2018	0	0	1	2	0		3		
2019	0	0	3	2	0		5		
2020	0	0	0	0	0		0		
Total	0	0	5	7	0		12		





Item 23.

Meeting the following criteria		
Jurisdiction: Statewide Year: 2015, 2016, 2017, 2018, 2019 Map Selection: Yes Filter: None		
Analyst Information		



2017 Iowa DOT Traffic Map

Road Name	2017 Iowa DOT ADT	2018 Traffic Study
Greenhill Road	10200	12157
S Main Street	8000	7750

### Intersection or Spot Benefit / Cost Safety Analysis

**Iowa DOT Office of Traffic & Safety** 

County: Blackhawk Prepared by: Shive-Hattery Date Prepared: Apr 20, 2020

Intersection: Greenhill Road and S Main Street

#### Improvement

Proposed Improvement(s): Conversion of existing traffic signal to a dual-lane roundabout

\$ 948,700 Estimated Improvement Cost, **EC** 20 Estimated Service Life, years, **Y** 

Other Annual Cost (after initial year), AC 81 Crash Reduction Factor (integer), CRF

\$ - Present Value Other Annual Costs, **OC** 4.0% Discount Rate (time value of \$), **INT** 

 $OC = \frac{AC}{INT} \left( 1 - \frac{1}{\left( 1 + INT \right)^{Y}} \right)$ 

### \$ 948,700 Present Value Cost, COST = EC + OC

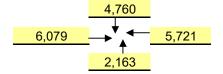
#### **Traffic Volume Data**

Source: Cedar Falls Traffic Study 2018 Date of traffic count

Daily Entering Vehicles by Approach (or AADT / 2)

2.5% Projected Traffic Growth (0%-10%), G

18,723 Current Daily Entering Vehicles, DEV



6,833,895 Current Annual Entering Veh., **AEV** = DEV \* 365

30,680 veh / day, Final Year DEV, FDEV

174.57 MEV, Total Million Entering Veh. Over life of Project, **TMEV** 

 $TMEV = \frac{AEV}{-G} \left( 1 - \left( \frac{1+G}{1} \right)^{Y} \right) / 10^{6}$ 

#### Crash Data

2015 First full year --> 2019 Last full year 5.0 years, Time Period, **T**O Additional months



-OR- enter all Property Costs of all crashes:

23 Total Crashes, **TA**Total \$ Loss, **LOSS** \$

0.67 Crashes / MEV, Crash Rate, CRCR = TA x 10<sup>6</sup> / (DEV x 365 x T)

30,661 Cost per Crash, **AVC** = LOSS / TA CR = TA x 10<sup>6</sup> / (DEV x 117.5 Total Expected Crashes, **TECR** = CR x TMEV \$ 1,920,467 Present Value of Avoided

3.73 Crashes Avoided First Year **AAR** = AA x CRF / 100 Crashes, **BENEFIT** 

\$ 114,242 Crash Costs Avoided in First Year, AAR x AVC

95.2 Total Avoided Crashes, TECR x CRF/ 100

4.60 Current Crashes / Year, AA = TA / T

$$BEN. = \frac{AVC \times AAR}{\left(INT - G\right)} \left(1 - \left(\frac{1 + G}{1 + INT}\right)^{Y}\right)$$

#### Benefit / Cost Ratio

Benefit: Cost = \$1,920,467 : \$948,700 = **2.02** 

705,200



#### **DEPARTMENT OF PUBLIC WORKS**

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

www.cedarfalls.com

**MEMORANDUM** 

**Engineering Division** 

TO: Honorable Mayor Robert Green and City Council

FROM: Jon Fitch, Principal Engineer, PE

**DATE:** April 29, 2020

**SUBJECT:** 2020 CDBG Sidewalk Infill Project

Project No. SW-000-3223 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2020 CDBG Sidewalk Infill Project.

We recommend setting Monday, May 18, 2020 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, May 26, 2020 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by May 5, 2020. The Plans and Specifications will be ready for distribution to contractors on May 5, 2020 allowing three (3) weeks of review before contract letting.

This project shall consist of the construction of Portland Cement Concrete (PCC) sidewalks, minor grading, miscellaneous curb and gutter replacement, pedestrian ramps and site restoration.

The total estimated cost for the construction of this project is \$105,800.00. The project will be fully funded by a Community Development Block Grant funding source.

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

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

# CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY

PLANS FOR THE PROPOSED IMPROVEMENTS OF THE

## 2020 CDBG SIDEWALK INFILL PROJECT

PROJECT NO. SW-000-3223

PREPARED BY THE CITY ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS CITY OF CEDAR FALLS, IOWA MAY, 2020

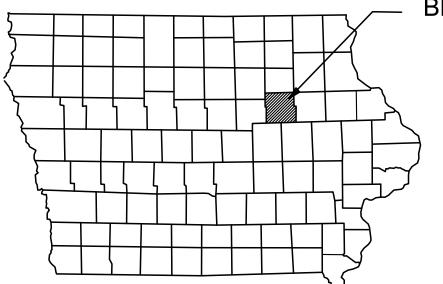
THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2020 EDITION, AND THE CURRENT CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO THESE SPECIFICATIONS, SHALL APPLY TO THE CONSTRUCTION WORK PERFORMED UPON THIS PROJECT.

	INDEX OF SHEETS					
SHEET NO.	DESCRIPTION					
A.01	TITLE SHEET					
A.02	LOCATION MAP					
B.01 - B.02	TYPICAL DETAILS					
C.01 - C.02	GENERAL NOTES,					
	ESTIMATE REFERENCE, ESTIMATED QUANTITIES					
D.01	OLIVE STREET AND WEST 19TH STREET					
D.02	IOWA STREET AND WEST 20TH STREET					
D.03	TREMONT STREET AND WEST 20TH STREET					
D.04 - D.05	WASHINGTON STREET - WEST 20TH ST. TO WEST 21ST ST.					
D.06 - D.07	WASHINGTON STREET AND WEST 22ND STREET					
D.08 - D.09	WEST SEERLEY BOULEVARD AND FRANKLIN STREET					
D.10 - D.11	TREMONT STREET AND WEST 26TH STREET					
D.12	WEST 26TH STREET					

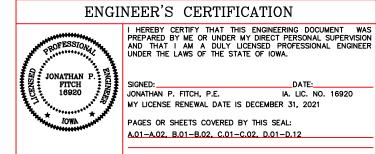
#### 2020 EDITION URBAN STANDARD SPECIFICATIONS

NUMBER	DATE	IDENTIFICATION
7030.201	10/20/15	CLASSES OF SIDEWALK
7030.204	10/20/15	GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK
7030.205	10/20/15	GENERAL SIDEWALK AND CURB RAMP DETAILS
7030.210	10/16/12	DETECTABLE WARNING PLACEMENT
9010.202A	CURRENT	URBAN SEEDING MIXTURES

BLACK HAWK CO.







Rob Green

#### COUNCIL PERSONS

MAYOR

Frank Darrah Susan deBuhr Simon Harding Daryl Kruse Mark Miller Dave Sires Nick Taiber

CHASE SCHRAGE DIRECTOR, PUBLIC WORKS

DAVID A. WICKE, P.E. CITY ENGINEER

RON S. GAINES, P.E. CITY ADMINISTRATOR

CDBG SIDEWALK INFILL PROJECT

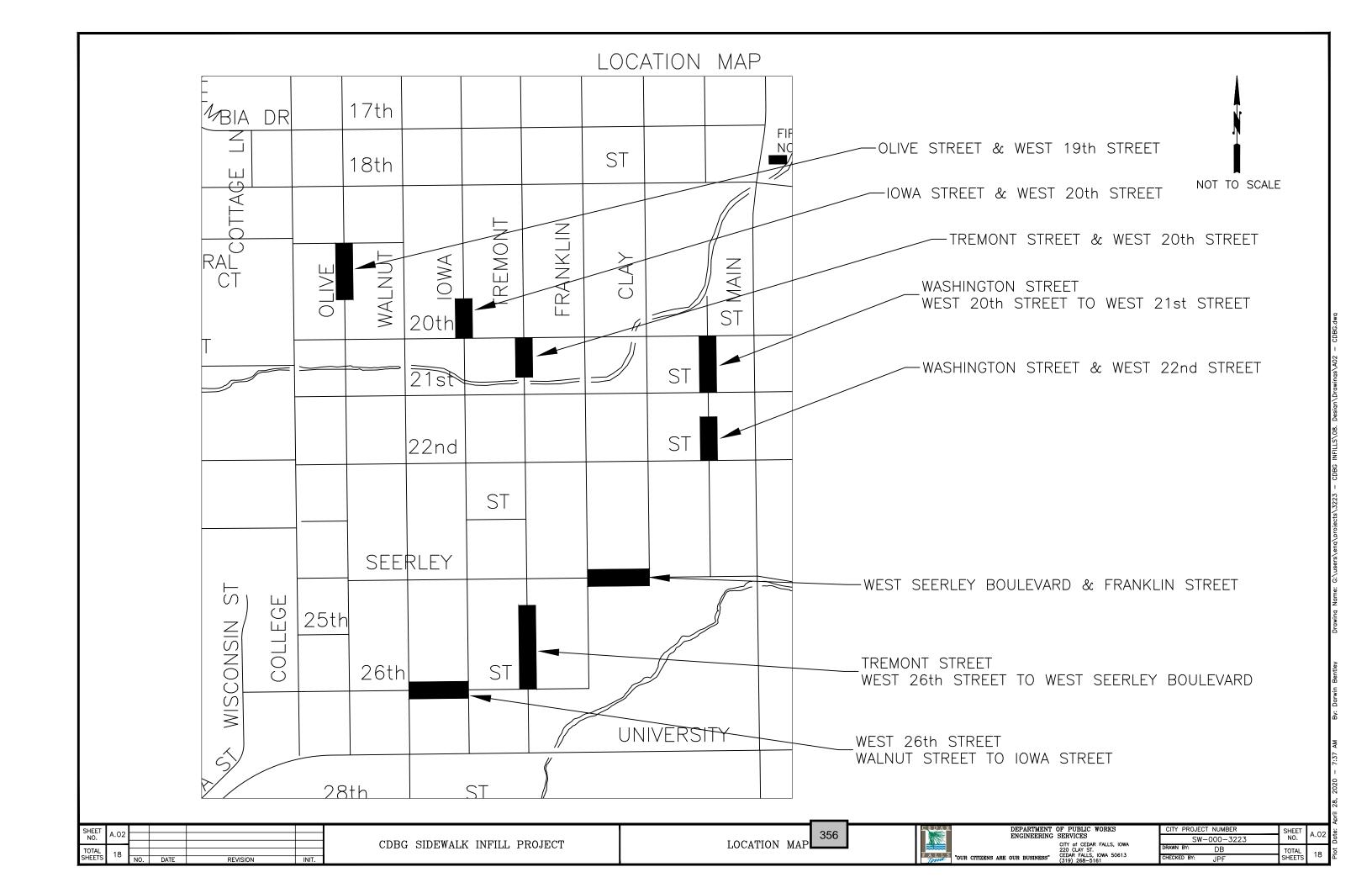
355

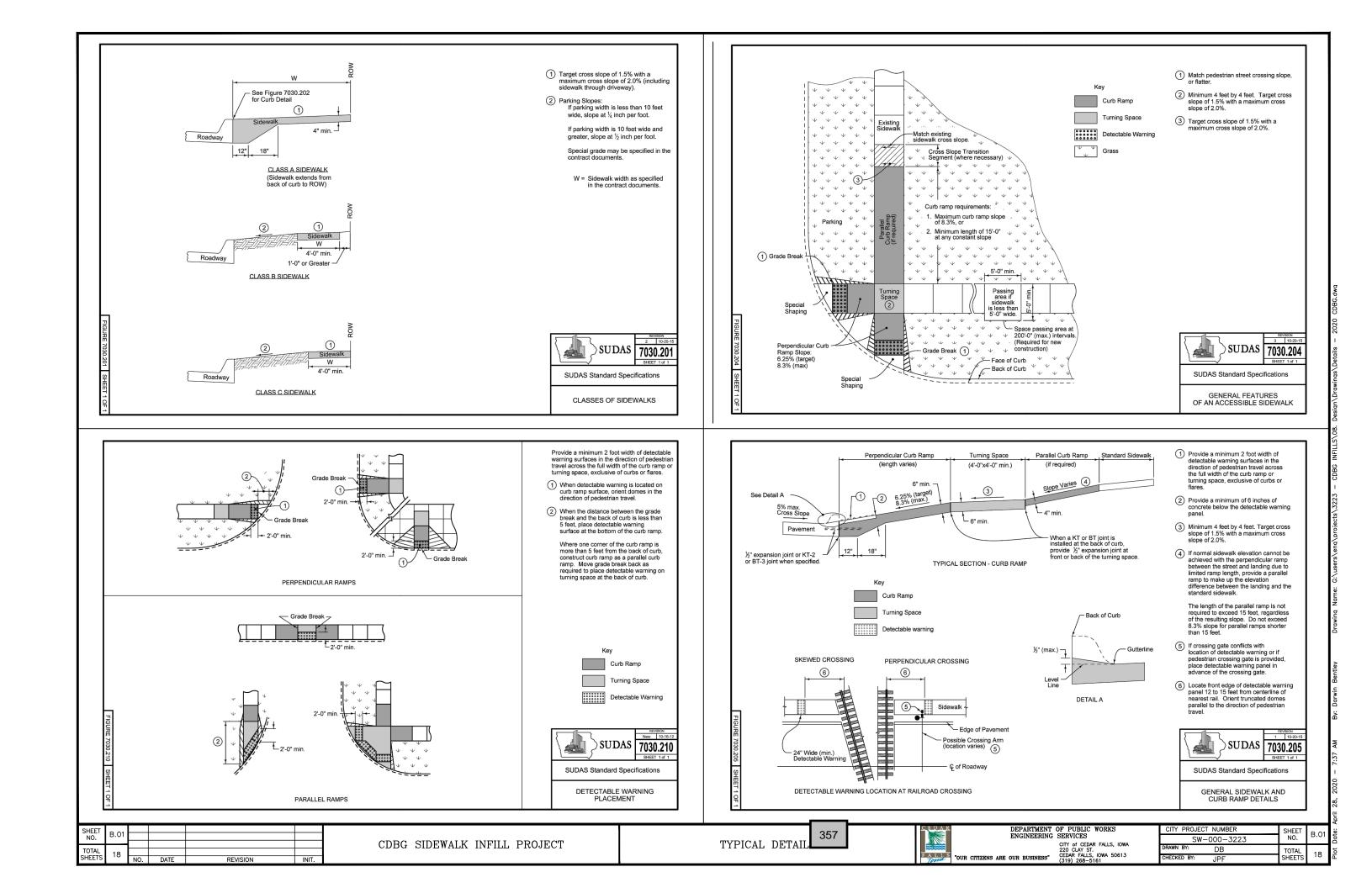


DEPARTMENT OF PUBLIC WORKS

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161 "OUR CITIZENS ARE OUR BUSINESS"

CITY PROJECT NUMBER	SHEET	A.01	
SW-000-3223	NO.		
DRAWN BY: DB	TOTAL	18	
CHECKED BY: JPF	SHEETS	10	





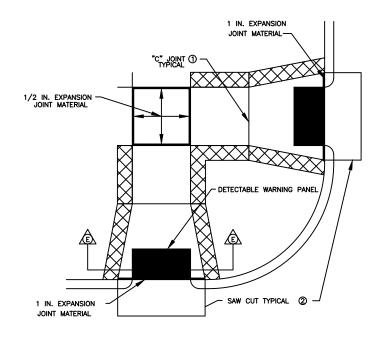
#### CURB AND GUTTER, P.C.C., CLASS "C"

SAW CONTROL JOINTS AS DIRECTED BY THE ENGINEER.

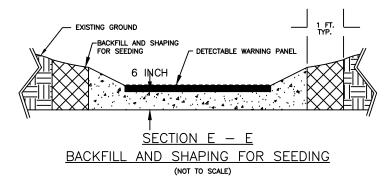
THE BID PRICE FOR "PLACE CURB AND GUTTER, 2.5 FT., P.C.C., CLASS "C"" SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT AND LABOR FOR:

- SAWING SAW NEW EDGE ON EXISTING CURB SECTION IF NECESSARY.
   CLASS 10 EXCAVATION.
   REMOVAL AND DISPOSAL OF EXISTING MATERIAL.

- COMPACTION OF SUBGRADE.
   DRILLING HOLES AND PLACEMENT OF EPOXY COATED REBAR.
   PCC PAVEMENT. (PCC CLASS C, CLASS 3 DURABILITY).
   ALL BARRICADES AND SAFETY FENCE.



#### SIDEWALK INTERSECTION - TYPICAL (NOT TO SCALE)



CONTRACTOR WILL BE RESPONSIBLE FOR BACKFILLING, SHAPING, SEEDING, AND WATERING OF THE TOPSOIL AREA ADJACENT TO THE NEW RAMPS.

#### REFERENCE NOTES

DETAILS SHOWN HEREIN ARE TYPICAL ONLY AND ARE NOT INTENDED TO DEPICT ANY SPECIFIC INSTALLATION. REFER TO PROJECT PLANS FOR REQUIREMENTS OF INDIVIDUAL LOCATIONS.

ALL CONCRETE FOR THE CONSTRUCTION OF PEDESTRIAN RAMPS AND SIDEWALKS SHALL BE THE SAME.

FINISH SHALL BE THE SAME AS FOR SIDEWALKS AND IN ACCORDANCE WITH STANDARD SPECIFICATIONS.

- 1 NORMAL RAMP SLOPE IS 5%, MAXIMUM RAMP SLOPE IS 8.33% (1 IN./FT.).
- (2) SAW CUT "C" JOINT T/4 (CONTRACTION JOINT). LOCATION TO BE DETERMINED IN THE FIELD (BEGIN FLARE AT "C" JOINT). SEE DETAIL SHEET C.01.
- 3 FULL DEPTH SAW CUT WITH STANDARD P.C.C. CURB & GUTTER SECTION, AND P.C.C. CURB & GUTTER SECTION WITH ASPHALT OVERLAYED P.C.C. SECTION FOR TOLL DEPTH SAW CUT WITH ASPHALT OVERLAYED STREET
- (4) LIP CURB DROPS 1/2 INCH FROM THE BACK OF CURB TO THE FLOW LINE OF THE GUTTER.
- (5) ANY SAW CUT WHICH IS LESS THAN TWO (2) FEET FROM AN EXISTING TRANSVERSE JOINT OR LESS THAN EIGHTEEN (18) INCHES FROM AN EXISTING LONGITUDINAL JOINT SHALL BE TAKEN TO THAT JOINT.

REVISION

CDBG SIDEWALK INFILL PROJECT

358

"OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES

CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

CITY PROJECT NUMBER SW-000-322 TOTAL CHECKED BY:

TYPICAL DETAI

FELICIA HODGES

501-748-4743

E. CEDAR FALLS WATER RECLAMATTION MIKE NYMAN 319-273-8633 F. CEDAR FALLS POLICE DEPARTMENT 319-273-8612 \* CONTRACTOR MUST CALL IOWA ONE CALL (1-800-292-8989) FOR ALL UTILITY LOCATION REQUEST.

ALL ASPHALTIC CEMENT CONCRETE AND OTHER BITUMINOUS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR IN ACCORDANCE WITH CURRENT RULES AND REGULATIONS OF

15. UNLESS OTHERWISE DIRECTED OR AUTHORIZED BY THE OWNER'S REPRESENTATIVE.

A. REMOVE THE MATERIAL FROM THE PROJECT AND STOCKPILE FOR THE

- CONTRACTOR'S FUTURE USE.
- B. DISPOSE OF IN A LICENSED LANDFILL

THE IOWA DEPARTMENT OF NATURAL RESOURCES MAY:

14. UTILITY CONTACT PERSON\*:

**ELECTRIC** 

B. CENTURYLINK

D. WINDSTREAM

WATER

C. MEDIACOM

- C. DISPOSE OF AT AN APPROVED A.C. CONTRETE RECYCLING FACILITY.
- 16. VERTICAL PANELS ARE REQUIRED DURING CONSTRUCTION. TYPE 1 BARRICADES ARE REQUIRED AFTER PLACEMENT OF P.C. CONCRETE AND SHALL REMAIN IN PLACE UNTIL P.C. CONTRETE HAS CURED AND HAS BEEN BACKFILLED.
- 17. CONTRACTOR SHALL PROVIDE OWN SANITARY FACILITIES AS REQUIRED
- 18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL STREETS WITH THE PROJECT LIMITS ARE CLEAN AND FREE OF MUD AND DEBRIS GENERATED FROM THE PROJECT ACTIVITY. 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.

1. RIGHT-OF-WAY AND CONSTRUCTION EASEMENT- THE CONTRACTOR SHALL RESTRICT ALL OPERATION TO THE DESIGNATED EXISTING R.O.W. AREAS UNLESS PRIOR APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE IN WRITING.

THE CONTRACTOR SHALL EXERCIISE CARE AND MINIMIZE DISTURBANCE BEYOND THE PROPERTY LINE OR AREAS SHOWN TO BE DISTURBED. THIS INCLUDES EXCAVATION, CONCRETE PREPARATION AND PLACEMENT AND BACKFILLING OF THE SIDEWALKS. ABSOLUTELY NO EQUIPMENT SHOULD BE USED BEYOND THE PROPERTY LINE.

THE CONTRACTOR SHOULD STRIVE TO MINIMIZE AREAS OF DISTURBANCE INCLUDING PARK STRIPS. ALL DISTURBED AREAS SHALL BE PREPARED AND RESTORED USING MATERIALS SHOWN.

- 2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A WASTE AREA OR DISPOSAL SITE FOR ASPHALT, BRICK, AND BROKEN CONCRETE. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. ALL DISPOSAL SITES TO BE APPROVED BY THE OWNER'S REPRESENTATIVE. SEE GENERAL NOT NUMBER 16.
- 3. THE CONTRACTOR SHALL NOT USE ANY PROPERTY OWNER'S WATER OR ELECTRICITY.
- 4. IN ORDER TO AVOID ANY UNNECESSARY SURFACE BREAKS OR PREMATURE SPALLING, THE CONTRACTOR SHALL EXCERCISE EXTREME CAUTION WHEN PERFORMING ANY OF THE NECESSARY SAW CUTTING FOR THE PROPOSED SIDEWALK AND PAVEMENT REMOVAL. ALL BREAKING OR SPALLING SHALL BE CORRECTED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AND AT THE CONTRACTOR'S EXPENSE, ALL SAW CUTTING NECESSARY FOR P.C.C. SIDEWALK, AND CURB AND GUTTER REMOVALS SHALL BE FULL DEPTH AND SHALL BE CONSIDERED INCIDENTAL.
- 5. THE OWNER'S REPRESENTATIVE WILL FURNISH THE REQUIRED STAKES AND BENCH MARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN STAKES AND REPORT ANY DAMAGE TO THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS AND DIMENSIONS SHOWN ON THE PLANS AND SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS. ANY SURVEY STAKES OR MARKS THAT ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE
- 6. UTILITIES THE LOCATION OF ALL EXISTING UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND / OR FIELD SURVEYS. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATION AND ELEVATION OF THESE AND OTHER ADDITIONAL FACILITIES THAT MAY EXIST BUT ARE NOT SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE

CDBG SIDEWALK INFILL PROJECT

RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE THE NECESSARY ADJUSTMENTS. NO DIRECT PAYMENT SHALL BE MADE FOR WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO OTHER APPLICABLE WORK

- 7. PROJECT SCHEDULE THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR APPROVALTO THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK ON THE PROJECT.
- 8. THE CONTRACTOR SHALL MAINTAIN SERVICE CONNECTIONS DURING CONSTRUCTION.
- 9. THE CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE OWNER'S REPRSENTATIVE.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO STREETS.
- 11. TOPSOIL REPLACEMENT AND SHAPING FOR SEEDING SALL BE INCIDENTAL TO BID ITEM NO. 8. ALL HOLES, DREPRESSIONS AND RIVULETS SHALL BE FILLED IN AND BROUGHT TO A SMOOTH GRADE. ALL STICKS, BRANCHES, STONES OR DEBRIS ON THE SURVACE WHICH WILL INTERFERE WILL SEEDING, SHALL BE REMOVED.
- A. URBAN SEED MIX 4.5 LBS. PER 1000 SQ. FT. 66.7% KENTUCKY BLUEGRASS 20.5% FINE LEAFED PERENNIAL REYGRASS 12.8% RED FESCUE
  - A COMMERCIAL MIXTURE MAY BE USED IF IT CONTAINS HIGH PERCENTAGES OF SIMILAR BLUEGRASS.
- 12. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) SHALL APPLY FOR TEMPORARY TRAFFIC CONTROL. CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO OTHER ITEMS. ALL BARRICADES AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTALS TO THE BASE SPECIFICATIONS.
- 13. THE CONTRACTOR SHALL NOT DISTRUB AREAS OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THE AREAS FOR STORAGE MATERIALS.

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CITY PROJECT NUMBER

359 GENERAL NOTE

#### ESTIMATE REFERENCE INFORMATION

Note: All included work listed within the Standard SUDAS Specifications for each bid item shall apply. If additional work items are listed in the Estimated Reference Information, they shall be added to the work already included in the Standard SUDAS Spec Prov

	I for that Bid Item and are not necessarily added by Special
ITEM NO.	DESCRIPTION
1,2	ALL SIDEWALKS AND CURB AND GUTTER TO BE REMOVED, WILL BE TAKEN TO THE NEAREST JOINT OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. SEE GENERAL NOTES, NUMBERS 2,4 & 10.
3,4,6	COARSE AGGREGATE FOR P.C.CONCRETE SHALL BE CLASS III DURABILITY. TRANSVERSE JOINTS (C JOINTS) AND ALL EXPANSION JOINTS SHALL BE INCIDENTAL TO THIS ITEM. SEE DETAIL SHEETS B.01 AND B.02. SEE GENERAL NOTES NUMBERS 9.
	A. 4 INCH CONCRETE FOR MAINLINE SIDEWALKS AND COMMON SQUARES.  B. 6 INCH CONCRETE FOR PEDESTRIAN RAMPS AND SIDEWALK THROUGH DRIVEWAYS  C. 6 INCHES OF ROCK TO BE PLACED UNDER CURB AND GUTTER SECTIONS (INCIDENTAL TO ITEM).
5	SEE STANDARD SPECIFICATION 7030. SEE TABULATION SHEETS C.01 AND C.02 AND DETAIL SHEET B.01 AND B.02. DETECTABLE WARNING PANELS SHALL COMPLY WITH IOWA D.O.T. MATERIALS I.M. 411.
7	THE ESTIMATED QUANTITY INCLUDES REMOVAL AND DISPOSAL OF THE EXISTING MATERIAL AND ANY NECESSARY GRADING. CLEAN FILL CAN BE USED ON OTHER LOCATIONS.
8	THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THEOWNER'S REPRESENTATIVE. ANY AREAS DISTURBED BEYOND THE CONSTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE TOPSOIL SHALL BE FREE OF ALL DEBRIS AND ANY LARGE CLODS SHALL BE BROKEN UP OR REMOVED PRIOR TO SEEDING. THE DEPTH OF THE TOPSOIL SHALL BE 6 INCHES. SEE GENERAL NOTE 11.
9	THE ESTIMATED QUANTITY COVERS CONSTRUCTION LIMITS AND AREAS DESIGNATED BY THE OWNER'S REPRESENTATIVE. ANY AREAS DISTURBED BEYOND THE CONSTRUCTION LIMITS WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. SEE GENERAL NOTE 11.
10	QUANTITY SHOWN IS ESTIMATED. ACTUAL QUANTITY TO BE DETERMINED IN THE FIELD.
11	AREAS OF CLEARING AND GRUBBING SHALL BE AS INDICATED ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND MAY BE DISPOSED OF AT THE CITY'S YARD WASTE FACILITY LOCATED ON NORTH MAIN STREET.
12	SEE STANDARD SPECIFICATION 9040 AND DESIGN MANUAL 7E.20.
13	NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJECT, BUT SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION.
14	SEE GENERAL NOTES 12 AND 16. ALL TRAFFIC CONTROL

SHALL COMPLY WITH PART VI, STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY, AND INCIDENTAL MANAGEMENT OPERATIONS. (PART VI, MUTCD) 2009. SEE

SHEETS D.01 TO D.10 FOR LOCATIONS.

ESTIMATED	PROJECT	QUANTITIES
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#### LOCATION

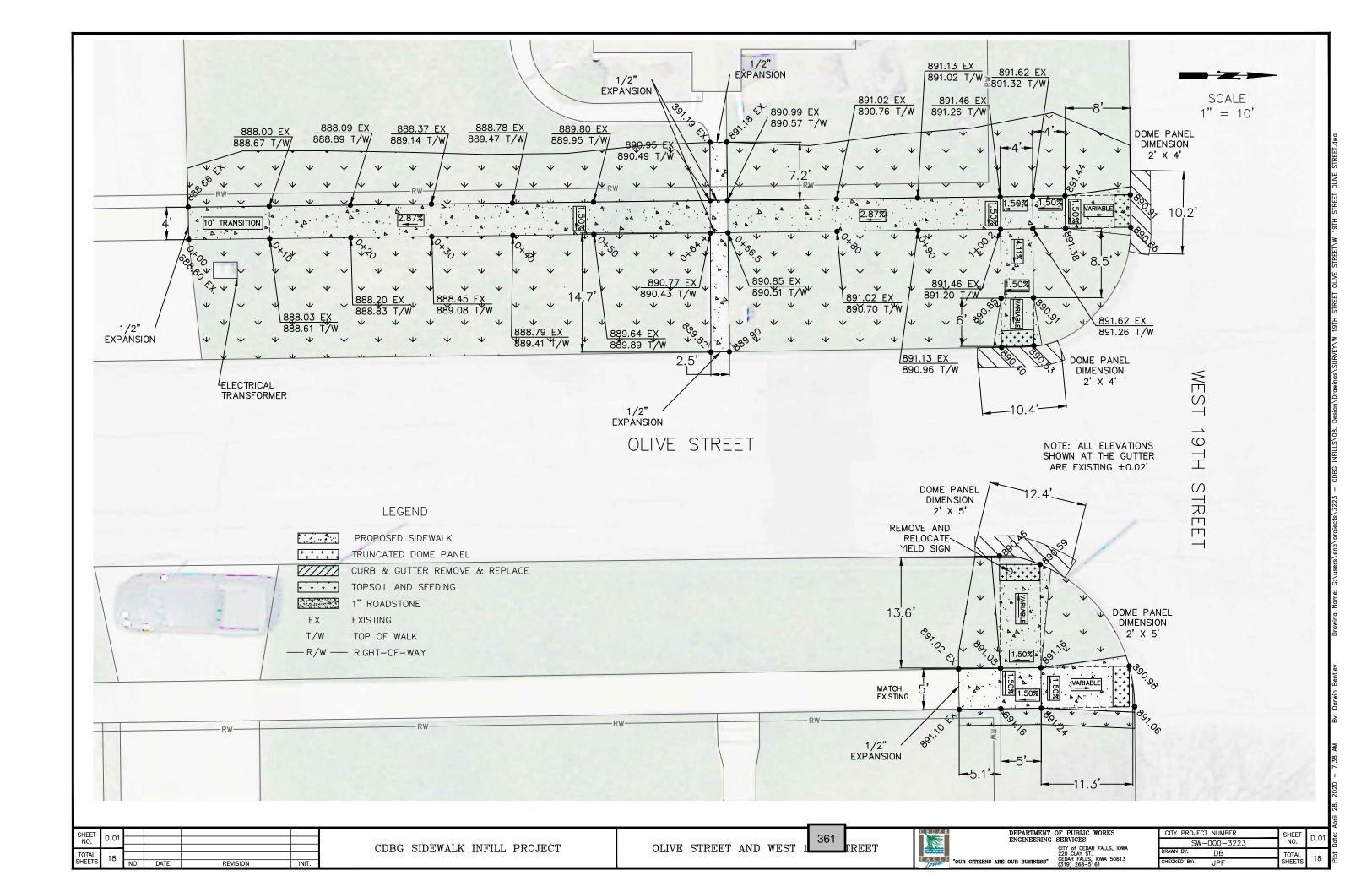
						WASHINGTON				WEST 26TH	
BID ITEM NO.	BID ITEM	UNITS	OLIVE STREET & WEST 19TH STREET	IOWA STREET & WEST 20TH STREET	TREMONT STREET & WEST 20TH STREET	WASHINGTON STREET - WEST 20TH STREET TO WEST 21ST STREET	WASHINGTON STREET & WEST 22ND STREET	SEERLEY BLVD. & FRANKLIN STREET	TREMONT STREET - WEST 26TH STREET TO SEERLEY BLVD.	STREET  WALNUT STREET  TO IOWA STREET	TOTAL
1	Removal of Sidewalk	S.Y.	19.5	-	-	20.0	-	37.0	_	7.5	84.0
2	Removal Curb & Gutter, 2.5 ft. Wide	L.F.	33.0	33.5	-	32.5	46.0	23.0	-	-	168.0
3	Sidewalk PCC Class "C", 4 IN.	S.Y.	69.0	43.0	59.0	105.5	71.0	101.5	130.5	47.0	626.5
4	Sidewalk P.C.C. Class "C", 6 IN.	S.Y.	17.5	26.0	-	28.5	41.5	21.0	_	-	134.5
5	Detectable Warning Panels	S.F.	36.0	30.0	1	26.0	40.0	28.0	-	-	160.0
6	Curb & Gutter, 2.5 ft Wide, P.C.C., Class "C"	L.F.	33.0	33.5	-	32.5	46.0	23.0	-	1	168.0
7	Class 10, Excavation, Roadway Waste	C.Y.	30.5	27.0	13.5	73.0	78.5	30.0	42.0	46.0	340.5
8	Topsoil, Furnish & Spread	C.Y.	46.0	21.0	35.0	73.0	45.5	50.0	95.0	18.5	384.0
9	Seeding, Fertilizing and Mulching	S.F.	2479.0	1112.0	1891.0	3942.0	2444.0	2700.0	5131.0	997.0	20696.0
10	Surfacing, 1 INCH Roadstone	TONS	-	ı	ı	12.0	7.0	ı	-	ı	20.0
11	Clearing and Grubbing	UNITS	-	ı	ı	3.0	48.0	ı	-	ı	51.0
12	Intake, Sediment Filter	L.F.	-	9.0	ı	9.0	ı	12.0	24.0	ı	54.0
13	Unstable Material, Over Excavation	C.Y.	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	40.0
14	Traffic Control	L.S.	0.11	0.07	0.09	0.17	0.11	0.16	0.21	0.08	1.0
15	Mobilization	L.S.	-	-	-	-	-	-	-	-	1.0

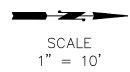
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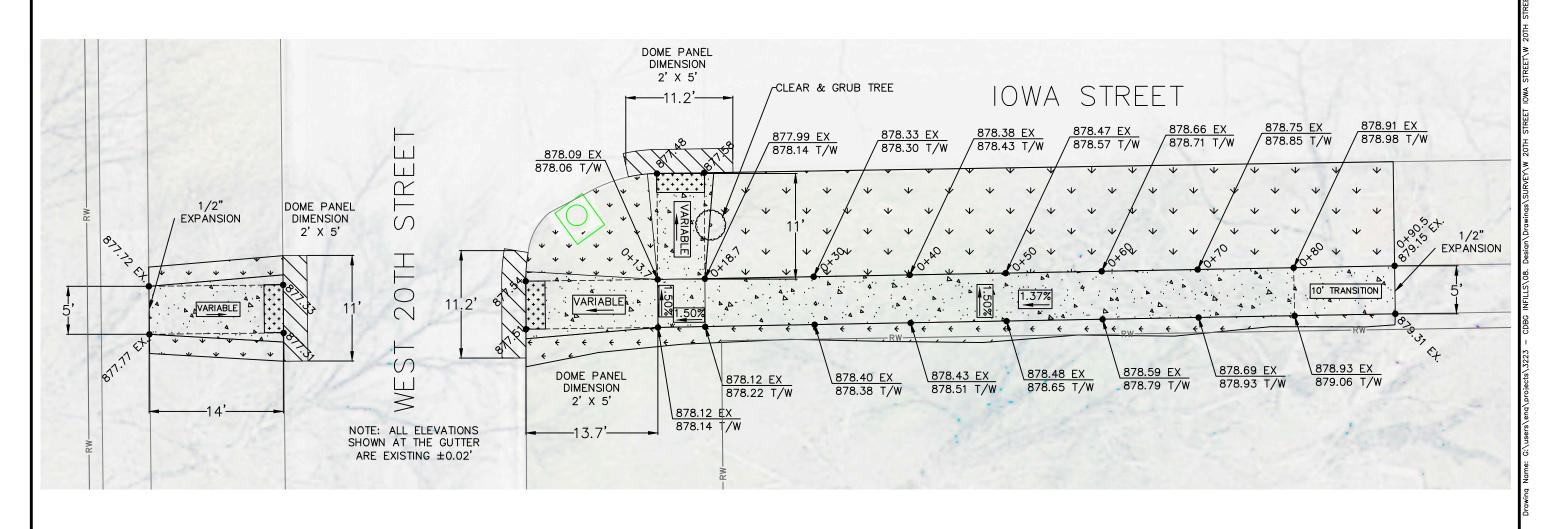
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"OUR CITIZENS ARE OUR BUSINESS"

DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161 CITY PROJECT NUMBER SW-000-3223 CHECKED BY:







1.2.4	PROPOSED SIDEWALK
+ + + + + +	TRUNCATED DOME PANEL
	CURB & GUTTER REMOVE & REPLACE
* * * *	TOPSOIL AND SEEDING
	1" ROADSTONE
EX	EXISTING
T/W	TOP OF WALK
— R/W —	RIGHT-OF-WAY

ı	SHEET					
ı	NO.	D.02				
-	TOTAL		_			
		18				
-	SHEETS		NO.	DATE	REVISION	INIT.

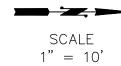
CDBG SIDEWALK INFILL PROJECT

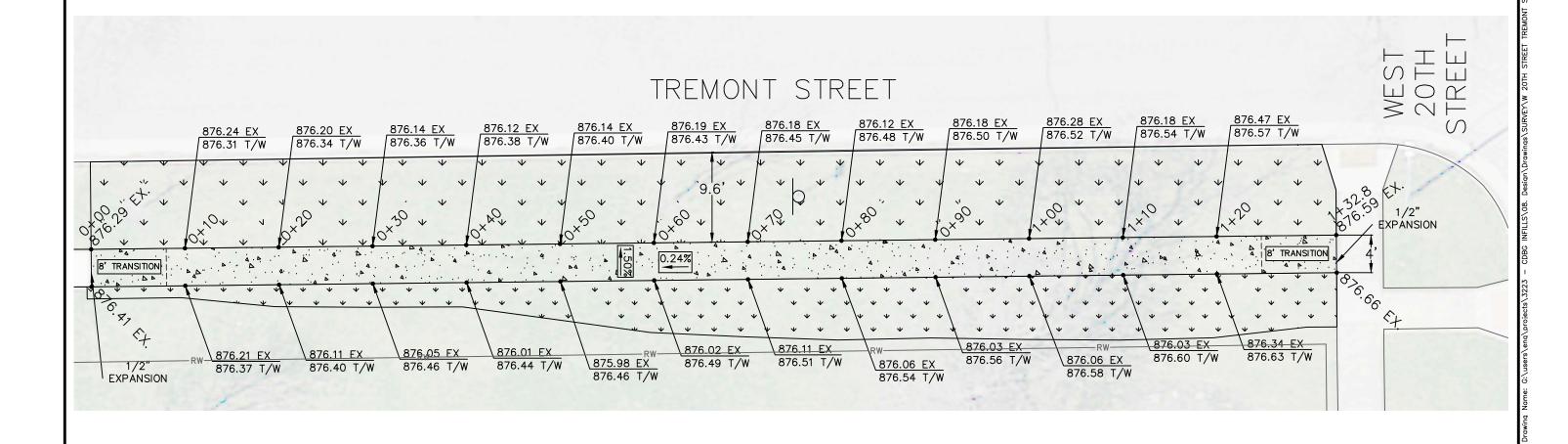
362

ENGINEERING

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DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161 CITY PROJECT NUMBER SW-000-3223 TOTAL SHEETS CHECKED BY:





PROPOSED SIDEWALK

TRUNCATED DOME PANEL

CURB & GUTTER REMOVE & REPLACE

TOPSOIL AND SEEDING

1" ROADSTONE

EX EXISTING

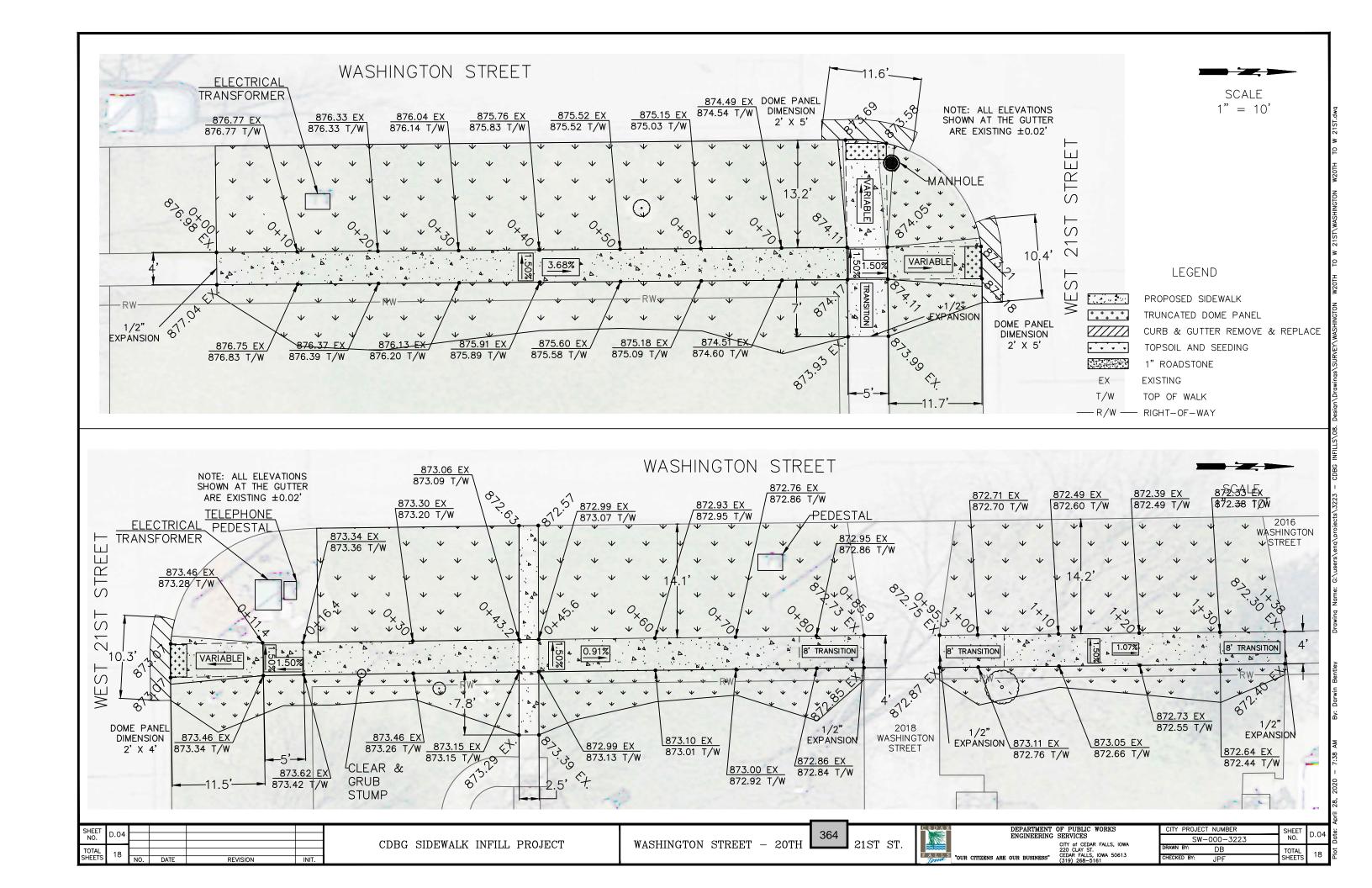
T/W TOP OF WALK

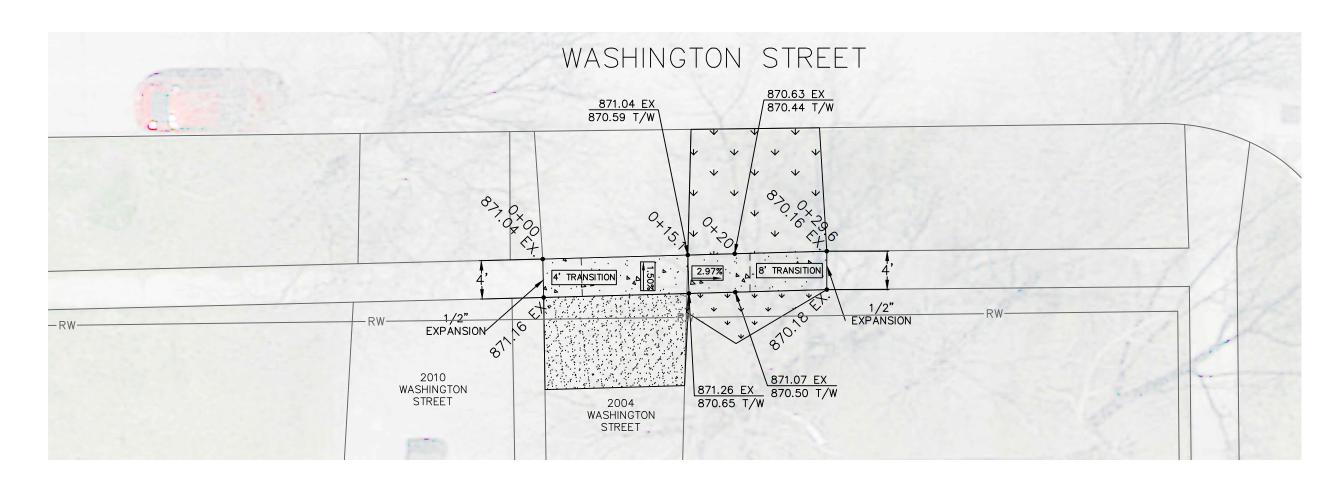
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CITY PROBLEMS

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PROPOSED SIDEWALK

TRUNCATED DOME PANEL

CURB & GUTTER REMOVE & REPLACE

TOPSOIL AND SEEDING

1" ROADSTONE

EX EXISTING T/W TOP OF WALK

SHEET	0.0					
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CDBG SIDEWALK INFILL PROJECT

WASHINGTON STREET - 20TH L



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DEPARTMENT OF PUBLIC WORKS
ENGINEERING SERVICES

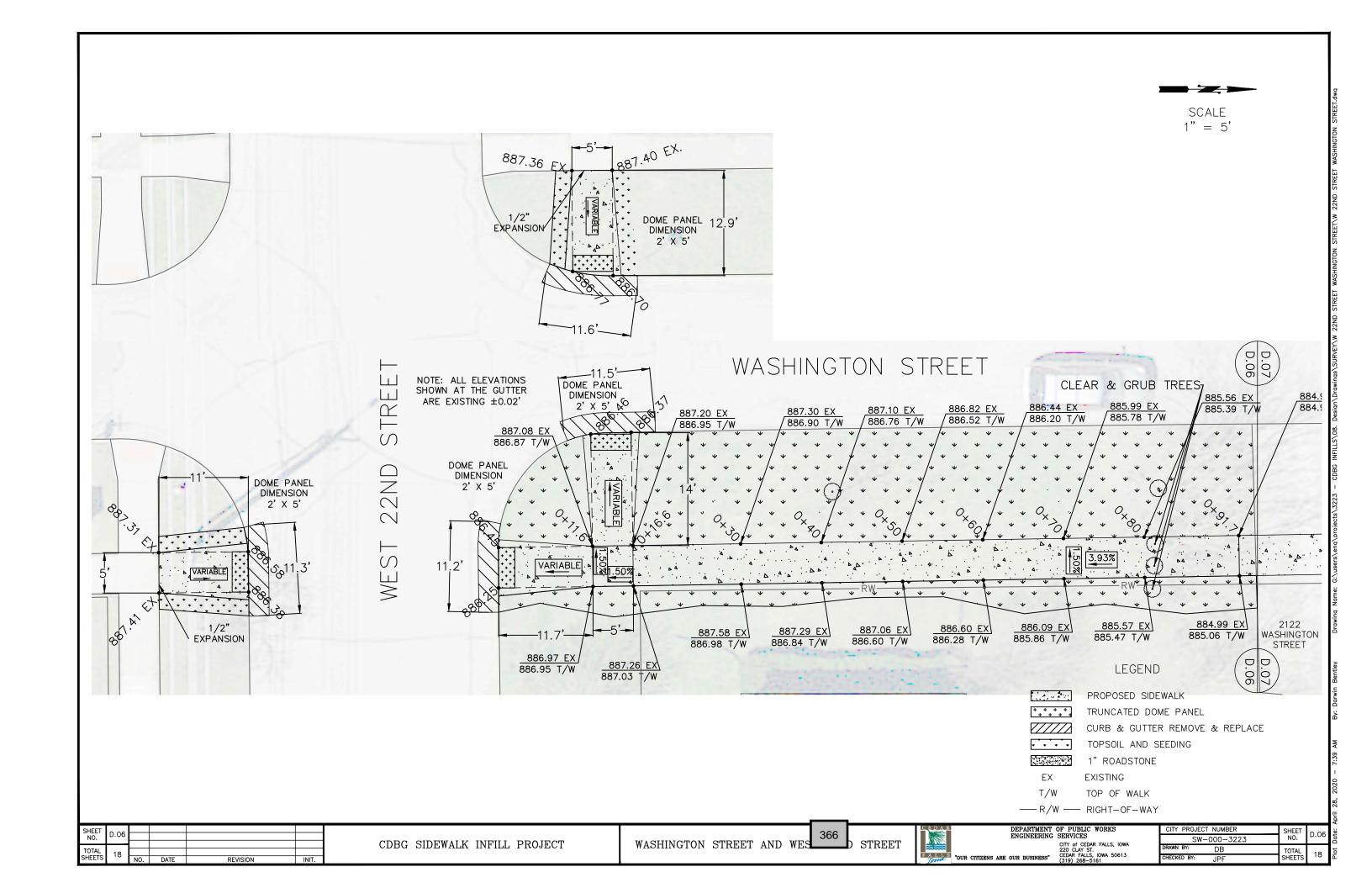
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
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(319) 228-5161

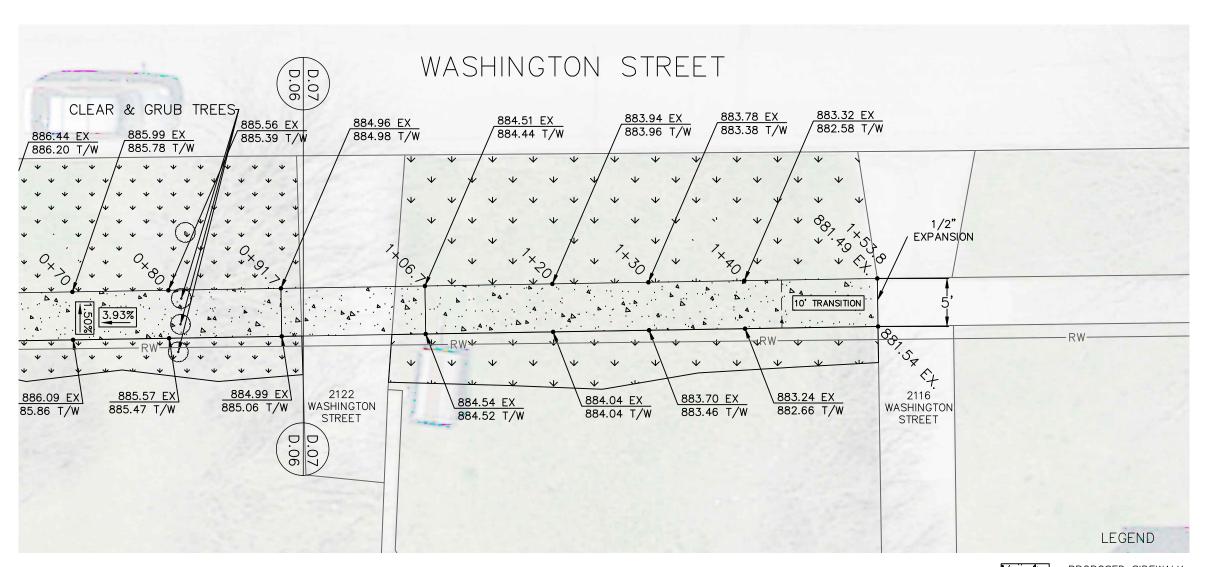
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 SW-000-3223
 NO.
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 DRAWN BY:
 DB
 TOTAL SHEETS
 18

 CHECKED BY:
 JPF
 SHEETS
 18





PROPOSED SIDEWALK TRUNCATED DOME PANEL CURB & GUTTER REMOVE & REPLACE TOPSOIL AND SEEDING

1" ROADSTONE

**EXISTING** ΕX T/W TOP OF WALK 

367

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DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

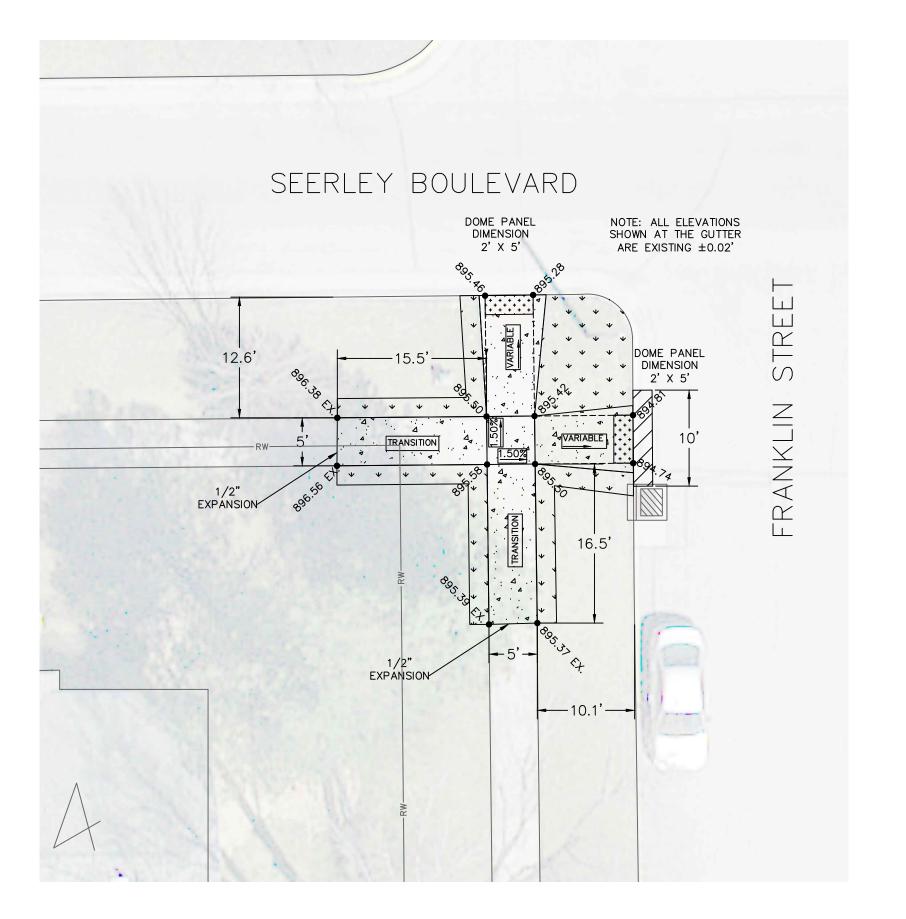
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CDBG SIDEWALK INFILL PROJECT

REVISION

WASHINGTON STREET AND WES

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PROPOSED SIDEWALK

TRUNCATED DOME PANEL

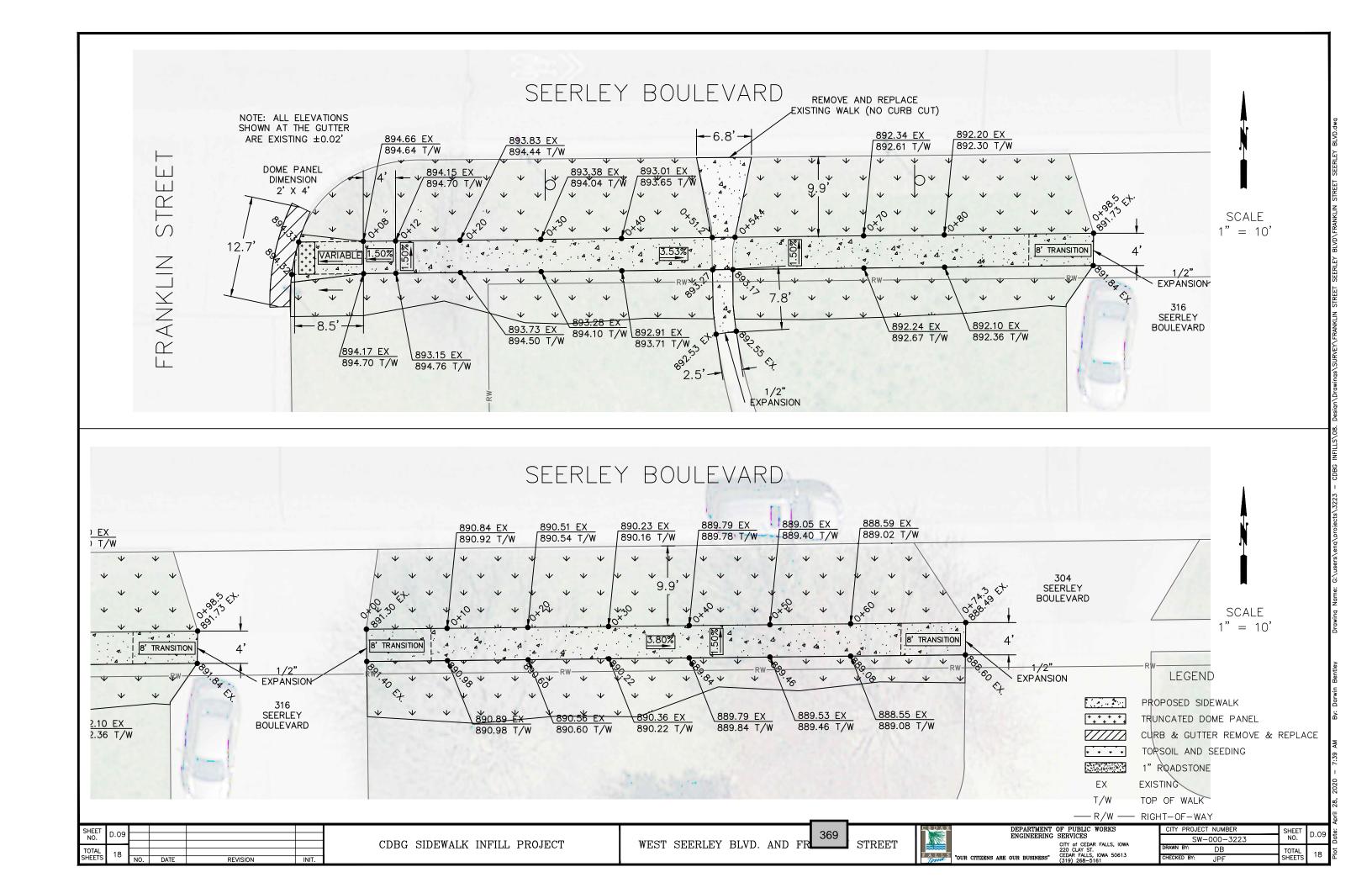
CURB & GUTTER REMOVE & REPLACE

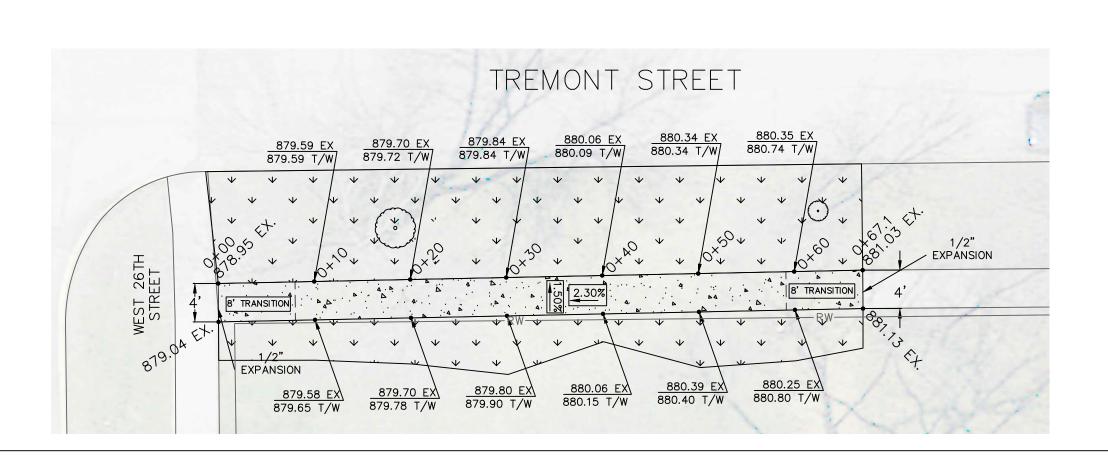
TOPSOIL AND SEEDING

1" ROADSTONE EX EXISTING

T/W TOP OF WALK
——R/W —— RIGHT—OF—WAY

SHEET					000	
	D.08				368	
TOTAL	_			CDBG SIDEWALK INFILL PROJECT	WEST SEERLEY BLVD. AND FR	■ S





TREMONT STREET

883.94 EX 884.18 T/W

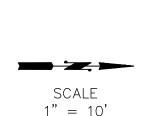
883.82 EX 883.92 T/W

883.82 EX

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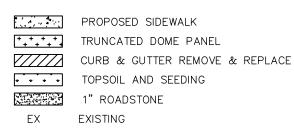
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SCALE

1" = 10'





T/W TOP OF WALK

— R/W —	RIGHT-OF-WAY

SHEET						
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CDBG SIDEWALK INFILL PROJECT

8' TRANSITION .

1/2" EXPANSION

TREMONT STREET AND WEST

884.11 EX

884.24 T/W



4

2510 TREMONT STREET

8'TRANSITION

1/2" EXPANSION

DEPARTMENT OF PUBLIC WORKS ENGINEERING

"OUR CITIZENS ARE OUR BUSINESS" CITY of CEDAR FALLS, IOWA 220 CLAY ST. CEDAR FALLS, IOWA 50613 (319) 268-5161

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884.18 EX 884.44 T/W

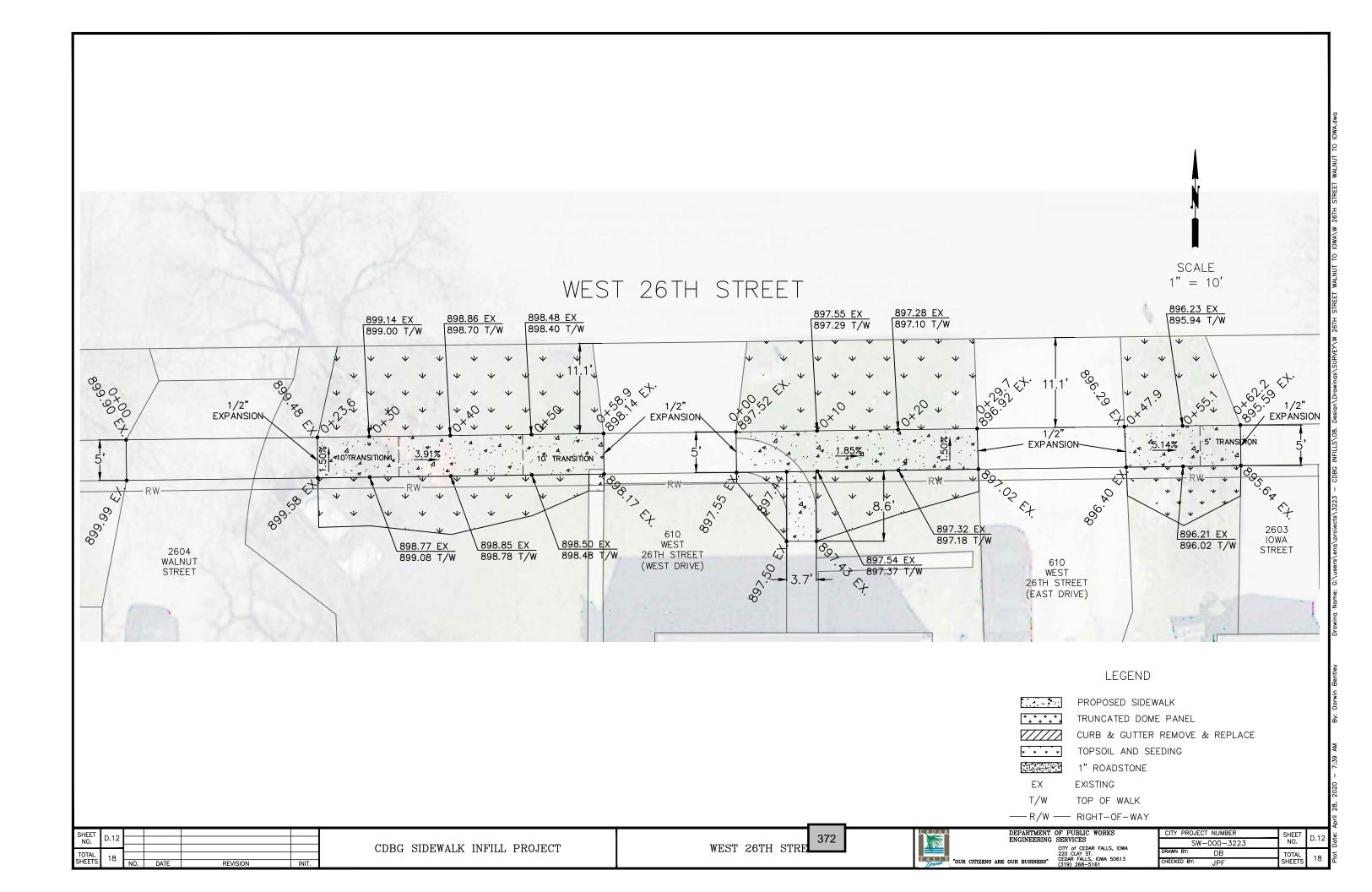
884.13 EX

884.50 T/W

1/2" EXPANSION

8' TRANSIT





# PROJECT SPECIFICATIONS FOR 2020 CDBG SIDEWALK INFILL PROJECT

# COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED Project SW-000-3223

Cedar Falls, Iowa

#### **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.

Date: <u>5/5/2020</u>
Jonathan P. Fitch, P.E. lowa License No. 16920
My license renewal date is December 31, 2021

Pages or sheets covered by this seal: 1 thru 71.

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# **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2020 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls' 2020 Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL"

Links to both documents can be found on the City's website at: www.cedarfalls.com/designstandards

# **DIVISION 4 – Supplemental Plans and Specifications**

SUPPLEMENTAL SPECIFICATIONS - BID ITEMS

30

### **DIVISION 5 – CDBG Funding**

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Wage Determination (8 pages)

Required Federal Contract Language for CDBG Funded Contracts (9 pages) Payroll Form (2 pages)

On-site Interview Forms/Online Employee Questionnaire/Complaint Intake (11 pages)

Section 3 (8 pages)

Project Sign (1 page)

# NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE 2020 CDBG SIDEWALK INFILL PROJECT IN THE 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 2020 CDBG SIDEWALK INFILL PROJECT, in said City at 7:00 p.m. on the 18<sup>th</sup> day of May, 2020, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

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

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

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

City of Cedar Falls, Iowa	
Зу:	
Jacqueline Danielsen, MMC	
City Clerk	

# NOTICE TO BIDDERS 2020 CDBG SIDEWALK INFILL PROJECT CITY OF CEDAR FALLS, IOWA BLACK HAWK COUNTY, IA

<u>Time and Place for Filing Sealed Proposals</u>: Sealed proposals will be received at City Hall, located at 220 Clay Street, Cedar Falls, Iowa until 2:00 PM May 26, 2020 for the 2020 CDBG Sidewalk Infill project. All bids will be publicly opened and read aloud at that time and place. Bids received for the Project will be considered by the City Council at City Hall on June 1, 2020 at 7:00 PM.

<u>Time and Place Sealed Proposals will be Opened and Considered</u>: Sealed proposals will be opened and read at 2:00 p.m. on the 26<sup>th</sup> day of May, 2020 in the Duke Young conference Room at City Hall, 220 Clay Street Cedar Falls, Iowa, for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 1<sup>st</sup> day of June, 2020 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

<u>Time for Commencement and Completion of Work</u>: 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 fifty (50) working days. Working days will be accumulated concurrently from the date of the Notice to Proceed.

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

Contract Documents: Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contractors are encouraged to download electronic contract documents. Electronic contract documents will become available Tuesday, May 5, 2020 at no cost by clicking on the "Bid Opportunities" link at <a href="https://www.cedarfalls.com">www.cedarfalls.com</a> and choosing the 2020 CDBG Sidewalk Infill project from the list. Project information, Engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at <a href="https://www.QuestCDN.com">www.QuestCDN.com</a>. No hard copies will be provided by the City.

Contact Darwin Bentley for any questions via phone: (319) 268-5165, fax: (319) 268-5197, or email: <a href="mailto:jon.fitch@cedarfalls.com">jon.fitch@cedarfalls.com</a>. QuestCDN reference number 7017839.

<u>Preference for Iowa Products and Labor</u>: The Contractor shall give preference to Iowa domestic labor in the construction or building of such public improvement or works in accordance with Section 73 of the Code of Iowa.

<u>Sales Tax</u>: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by lowa Code Sections 423.2 and 423.45.

<u>Project Description</u>: This work shall consist of the construction of Portland Cement Concrete (PCC) sidewalks, minor grading, miscellaneous curb and gutter replacement, pedestrian ramps

and site restoration according to the plans and these specifications.

<u>CDBG Funded:</u> This project is being funded in part by Community Development Block Grant (CDBG) dollars originating from the United States Department of Housing and Urban Development (HUD). Therefore, this project is subject to federal labor standard requirements, including Davis Bacon-Act (federal prevailing wage requirements for laborers and mechanics on site) and HUD Section 3 Hiring (low-income persons employment) provisions. Bidders should submit completed and signed "Intent to Comply with Section 3 Requirements" form as part of their bid documentation. The Intent to Comply form as well as details on other federal requirements, including prevailing wage rates, are included in the Specifications.

Each BIDDER shall accompany its bid with a bid security as security that the successful BIDDER will enter into a contract for the work bid upon and will furnish after the award of CONTRACT a corporate surety bond, acceptable to the OWNER, for the faithful performance of the CONTRACT, in an amount equal to 100 percent of the amount of the CONTRACT. The bid security shall be in the amount of five (5) percent of the amount of the CONTRACT and shall be in the form of a cashier's check, or certified check drawn on a state chartered or federally charted bank, or a certified share draft drawn on a state-chartered or federally chartered credit union. The Bid Bond shall contain no exceptions.

By virtue of Statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa Domestic Labor, to the extent lawfully required under Iowa statutes.

OWNER is designated a Tax-Exempt Entity. As such, CONTRACTOR, and any subcontractors, under this contract, shall be provided a Tax-Exempt Certificate and authorization letter from the OWNER. Tax Exempt certificate and authorization letter shall be used by CONTRACTOR to secure building materials or equipment intended for completion of this project without payment of sales tax. CONTRACTOR is not mandated to complete lowa Department of Revenue Form 35002 – lowa Contractor's Statement upon execution of agreement. CONTRACTOR agrees to this method of sales tax exemption and it shall not be modified during the course of construction.

BIDDER shall satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and review of the contract documents; including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or nature of the WORK to be done.

The successful BIDDER shall be required to furnish a performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, within ten (10) calendar days of the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND shall become property of the OWNER.

BIDDERS must indicate on the BID form the proposed equipment and subcontractors who will be performing the major portions of the work.

No BID submitted by any BIDDER which contains a condition or qualification shall be recognized or accepted by the OWNER and any letter or communication accompanying the BID which

contains a condition or qualification upon the BID which has the effect of qualifying or modifying any provision of the contract documents in any manner will be construed as a qualifying BID and will be rejected by the OWNER as non-responsive.

# Section 3 language for procurement documents:

- 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.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 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).

<u>Section 3 Businesses are encouraged to respond to this proposal.</u> A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident <u>or</u> someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof

OWNER reserves the right to waive any informalities or to reject any or all bids.

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

CITY OF CEDAR FALLS, IOWA	
BY:	
Jacqueline Danielsen, MMC	
City Clerk	

# **DIVISION I – Instruction to Bidders**

The work comprising the 2020 Public Sidewalk and Pedestrian Trail Improvement Project shall be constructed in accordance with the 2020 Edition of the SUDAS and as further modified be the City of Cedar Falls' Supplemental Specifications and the special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review all requirements of DIVISION 5 related to CDBG funding of public improvement projects.

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

# 01 Definition and Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

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

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

Project: 2020 CDBG SIDEWALK INFILL PROJECT

Project No. SW-000-3223

# 02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

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

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract

amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

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

# 03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained from the office of the City Engineer. Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk. Contract documents are also available electronically through the City's website under "Bid Opportunities".

#### 04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

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

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

Add the following to Standard Specification 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). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in lowa or drawn on a FDIC insured bank chartered under the laws of

the United States; or a certified share draft drawn on a credit union in lowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in lowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls".

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

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

If the proposal is computer generated, the bidder shall submit a form titled as "Form of Proposal," followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature and title. Also the total bid shall be completed with the entry of "see attached."

The proposal shall be submitted in a sealed envelope separate from the bid security and non-collusion Affidavit. The envelope shall bear the return address of the bidder and shall be addressed as follows:

To: City Clerk
City of Cedar Falls
City Hall
220 Clay Street
Cedar Falls, Iowa 50613

Proposal for: 2020 CDBG Sidewalk Infill Project

Project No. SW-000-3223

# FORM OF PROPOSAL 2020 CDBG SIDEWALK INFILL PROJECT PROJECT NO. SW-000-3223 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 2020 CDBG SIDEWALK INFILL 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 lowa, 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, lowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM#	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Sidewalk	S.Y.	84.0		
2	Removal Curb & Gutter, 2.5 ft wide	L.F.	168.0		
3	Sidewalk PCC Class "C", 4 IN	S.Y.	626.5		
4	Sidewalk PCC Class "C", 6 IN	S.Y.	134.5		
5	Detectable Warning Panels	S.F.	160.0		
6	Curb & Gutter, 2.5 ft Wide, PCC Class "C"	L.F.	168.0		
7	Class 10 Excavation, Roadway Waste	C.Y.	340.5		
8	Topsoil, Furnish & Spread	C.Y.	384.0		
9	Seeding, Fertilizing and Mulching	S.F.	20,696.0		

BID ITEM#	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
10	Surfacing, 1-Inch Roadstone	TONS	20		
11	Clearing and Grubbing	UNITS	51		
12	Intake, Sediment Filter	L.F.	54.0		
13	Unstable Material, Overexcavation	C.Y.	34.0		
14	Traffic Control	L.S.	1.0		

Bid 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. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

Bid Security in the sum of	in the form of
	, is submitted herewith in accordance with the
Instructions to Bidders.	
The bidder is prepared to submit a financia	l and experience statement upon request.
The bidder has received the following Adde	endum or Addenda:
Addendum No D	ate
The bidder has filled in all blanks on this Pr	roposal.
	ints in offers is prescribed in 18 U.S.A., Section
1001.	,
Name of bidder	
<del></del>	Ву
Official Address	Title

# BID BOND PROJECT NO. SW-000-3223

	W ALL MEN BY THESE PRESENTS, that we, as Principal, and		
"OBL lawfu our he the P	, as Principal, and urety are held and firmly bound unto the City IGEE," In the penal sum of  I money of the United States, for the payment of eirs, executors, administrators, and successors trincipal has submitted the accompanying bid of, for	Dollars of which sum will and truly be made , jointly and severally, firmly by thes dated the day of	s (\$) e, we bind ourselves, se presents. Whereas
NOW	/ THEREFORE,		<u></u> .
(a)	If said Bid shall be rejected, or in the alterna	ate,	
(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,		
unde	this obligation shall be void, otherwise the sa rstood and agreed that the liability of the Sure ed the penal amount of this obligation as herein	ty for any and all claims hereund	
dama	rtue of statutory authority, the full amount of this ages sustained in the event that the Principal ded in the specifications or by law.		
shall	Surety, for value received, hereby stipulates and be in no way impaired or affected by any extens r execute such contract; and said Surety does	ion of the time within which the Obli	igee may accept such
them	ITNESS WHEREOF, the Principal and the Sure as are corporations, have caused their corpored by their proper officers this day of	ate seals to be hereto affixed and	these presents to be
		Principal	(Seal)
		Ву	(Title)
Witne	ess	Surety	(Seal)
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		Ву	A44
Witne	ess		Attorney-in-fact

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER PROJECT NO. SW-000-3223

STAT	E OF	
COUN	NTY OF ss	
	, be	eing first duly sworn, deposes and says that:
(1)	We are	of
,	(owner, partner, office	er, representative, or agent)
	, the Bidd	der that has submitted the attached bid:
(2) circum	We are fully informed respecting the p nstances respecting such bid:	reparation and contents of the attached bid and of all pertinent
(3)	Such bid is genuine and is not a collu	sive or sham bid:
Contra Contra Confer Biddel any co lowa, (5) consp	is in interest, including this affiant, has in only, with any other Bidder, firm or persuact for which the attached bid has been act, or has in any manner, directly or indivence with any other Bidder, firm or persure, or, to fix any overhead, profit or cost electronic conspiracy, connivance, or unlaw or any person interested in the proposed.  The price or prices quoted in the attaction.	ched bid are fair and proper and are not tainted by a collusion, t on the part of the Bidder or any of its agents, representatives,
		Signed
		Title
Subsc	cribed and sworn to before me	
this	day of, 20	
Title		
Му Сс	ommission expires	

### **Bidder Status Form**

To be comple	ted by all bidders	Part A	
Please answer "Y	es" or "No" for each of the following:		
Yes No	My company is authorized to transact business in lowa. (To help you determine if your company is authorized, please review the worksh	neet on the next page)	
Yes No	My company has an office to transact business in Iowa.	cer on the next page).	
Yes No	My company's office in lowa is suitable for more than receiving mail, telephone	calls, and e-mail.	
Yes No	HE		
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 lowa.			
	If you answered "Yes" for each question above, your company qualifies as a res- complete Parts B and D of this form.	ident bidder. Please	
	If you answered "No" to one or more questions above, your company is a nonre complete Parts C and D of this form.	sident bidder. Please	
To be comple	eted by resident bidders	Part B	
My company has	maintained offices in lowa during the past 3 years at the following addresses:		
Dates:/	/to// Address:		
	City, State, Zip:		
Dates:/	/to// Address:		
	City, State, Zip:		
Dates:/	/to// Address:		
You may attach a	additional sheet(s) if needed. City, State, Zip:		
To be comple	ted by non-resident bidders	Part C	
1. Name of hom	e state or foreign country reported to the Iowa Secretary of State:		
2. Does your co	mpany's home state or foreign country offer preferences to bidders who are reside	ents?	
3. If you answer	red "Yes" to question 2, identify each preference offered by your company's home sate legal citation.	54F	
1.	You may attach a	additional sheet(s) if needed	
To be comple	ted by all bidders	Part D	
	statements made on this document are true and complete to the best of my knowle accurate and truthful information may be a reason to reject my bid.	edge and I know that my	
Firm Name:			
Signature:	Date:		

You must submit the completed form to the governmental body requesting bids per 875 lowa Administrative Code Chapter 156. This form has been approved by the lowa 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 lowa. Yes No My business is currently registered as a contractor with the lowa 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 lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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 lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed. My business is a limited partnership or limited liability limited partnership which has filed a Yes No certificate of limited partnership in this state, and has not filed a statement of termination. My business is a limited partnership or a limited liability limited partnership whose certificate of ☐ Yes ☐ No limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa 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 lowa 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 lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.

309-6001 02-14

# Performance, Payment and Maintenance Bond

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, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:
2020 CDBG Sidewalk Infill Project

SURETY BOND NO

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.

**Project SW-000-3223** 

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 \_\_\_\_\_ year (s) from the date of acceptance of the work

under the Contract, by reason of defects in workmanship or materials used in construction of said work;

- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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

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

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

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

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and

Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

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

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

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

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

### Project No. <u>SW-000-3223</u>

tness our hands, in triplicate, this	day of	<u>, 2020</u> .
Surety Countersigned By:	PRIN	CIPAL:
Signature of Agent		Contractor
	Ву:	Signature
Printed Name of Agent		Title
Company Name	SU	RETY:
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
		City, State, Zip Code
Attorney for Owner		Company Telephone Number

### **NOTE:**

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

NOTICE TO PROCEED	
TO:	_ DATE:
	DBO IECT: 2020 CDBC Sidowalk Infill
	PROJECT: <u>2020 CDBG Sidewalk Infill</u> <u>SW-000-3223</u>
	<u>Cedar Falls, Iowa</u>
You are hereby notified to commence WC	ORK in accordance with the Agreement dated (10) calendar days of,
<b>2020</b> and you are to complete the WORK	as follows: furnish all labor, material and the 2020 CDBG SIDEWALK INFILL PROJECT.
	all commence within ten (10) calendar days after Proceed and shall be performed regularly and ect.
	City of Cedar Falls, Iowa
	(OWNER)
	Ву
	Title

### FORM OF CONTRACT

This Contract	i entered into in <u>quac</u>	<u>druplicate</u> at Cedar Falls, Iowa, this day o
, 2020, k	y 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: 2020 CDBG SIDEWALK INFILL PROJECT, Project No.SW-000-3223 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 X<sup>th</sup> day of <Month>, 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. SW-000-3223 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

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

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

	Contractor
	CITY OF CEDAR FALLS, IOWA
	By Robert M. Green, Mayor
Attest: Jacqueline Danielsen, MMC	

City Clerk

## **DIVISION 2 – Special Provisions**

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

#### 01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred percent (100%) of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

#### 02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor shall be required to coordinate their operations with those of other Contractors working within the same area of the following project:

- 1. Cedar Falls Utilities Gas Main and Water Main Replacement Projects
- 2. Cedar Falls Utilities overhead to underground electric conversion.
- 3. UNI Spring Classes End May 8, 2020
- 4. Last Day of Cedar Falls Public Schools (Tentative) June 1, 2020
- 5. Sturgis Falls Celebration June 26-28, 2020
- 6. UNI Fall Classes Resume August 24, 2020
- 7. Cedar Falls Public Schools Resume (Tentative) August 24, 2020
- 8. UNI Homecoming October 17, 2020

#### 03 Protection of Line and Grade Stakes

Add the following to Standard Specification Section 1050 – 1.10:

The Contractor shall notify the Engineer at least 48 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.

#### 04 Borrow and Waste Sites

Add the following to Standard Specification Section 1070 – 2.13:

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

#### 05 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty percent (50%) of the total contract cost unless otherwise specified. Item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

## 06 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, much of this work is in conjunction with street reconstruction or resurfacing. To minimize conflicts, and avoid encountering a situation that may require a possible spot repair under a newly laid street, Contractor should plan to finish by Friday, October 2, 2020.

## 07 Work Progress and Schedule

Add the following to Standard Specification Section 1080 – 1.03:

The progress of the work shall be such that at the expiration of one-fourth of the working days, one-eighth of the work shall be completed; at the expiration of one-half of the working days, three-eights of the work shall be completed; at the expiration of three-fourths of the working days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar weeks.

### 08 Weekly Record of Working Days

Add the following to Standard Specification 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 Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of two hundred fifty dollars (\$250.00) 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 Standard Specification Section 1090 – 1.01:

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

Payment for the work may be made in three parts, if requested by the Contractor. The Contractor may request from the Owner a progress payment when the job is 33% complete and another when the job is 66% complete. Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

#### 11 Method of Measurement

The Engineer shall measure the items of work that have been acceptably constructed as specified in the contract documents for the 2020 CDBG SIDEWALK INFILL PROJECT in accordance with the 2020 edition of the Urban Standard Specifications for Public Improvements and as further modified by the City of Cedar Falls' Supplemental Specifications, except as amended or supplemented as follows:

See Plans, Sheet C.02 for Estimated Project Quantities and measurement of payment

#### 12 Basis of Payment

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2020 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the

URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

## **DIVISION 4**

#### SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2020 CDBG Sidewalk Infill project in accordance with the 2020 Edition of the "URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL" (SUDAS) as amended by the City of Cedar Falls' Supplemental Specifications to the 2020 Edition of the URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUAL, except as amended or supplemented as follows:

### <u>Item No. 16 - Traffic Control</u>

Traffic control shall be measured on a lump sum basis as per I.D.O.T. Specification Section 2528.12A1.

## **DIVISION 5**

## CDBG FUNDING REQUIRED PROVISIONS

See Following Pages:

Prevailing Wage Determination (8 pages)
Required Federal Contract Language for CDBG Funded Contracts (9 pages)
Payroll Form (2 pages)
On-site Interview Forms/Online Employee Questionnaire/Complaint Intake (11 pages)

Section 3 (8 pages)
Project Sign (1 page)

"General Decision Number: IA20200081 01/03/2020

Superseded General Decision Number: IA20190081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

#### **EXCLUDES SCOTT COUNTY**

#### HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR

5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

## Modification Number Publication Date 0 01/03/2020

#### SUIA2019-001 10/18/2017

	Rates	Fringes	
Carpenter & Piledriver ZONE 1	\$ 27 \$ 26 \$ 26 \$ 25	0.03 0.03 0.55	13.28 13.38 13.38 10.80 9.20
CONCRETE FINISHER ZONE 1 ZONE 2 ZONE 3 ZONE 4 ZONE 5	\$ 27 \$ 27 \$ 24	7.50 7.50 1.85	7.10 7.10 7.10 6.10 6.10
ELECTRICIAN (STREET HIGHWAY LIGHTING AI SIGNALS) ZONE 1, 2, AND 3 ZONE 4 ZONE 5	ND TRAFFI \$ 24 \$ 23	.45 .15	6.50 6.50 6.50
IRONWORKER (SETTING STRUCTURAL STEEL) ZONE 1	\$ 30 \$ 28 \$ 28	3.41 3.41 5.35	10.70 10.70 11.00 9.50 9.05
LABORER  ZONE 1, 2 AND 3  GROUP A GROUP AA GROUP B GROUP C ZONE 4 GROUP A GROUP B GROUP B GROUP B CROUP C ZONE 5	\$ 2 \$ 1 \$ 2 \$ 1	25.53 1.30 8.22 0.82 9.50	9.18 9.18 9.18 9.18 8.63 8.63 8.63

GROUP A\$ 21.32	7.18
GROUP B\$ 18.82	7.18
GROUP C\$ 17.97	7.18
POWER EQUIPMENT OPERATOR	
ZONE 1	
GROUP A\$ 31.75	14.55
GROUP B\$ 30.20	14.55
GROUP C\$ 27.70	14.55
GROUP D\$ 27.70	14.55
ZONE 2	
GROUP A\$ 31.05	14.55
GROUP B\$ 29.45	14.55
GROUP C\$ 26.90	14.55
GROUP D\$ 26.90	14.55
ZONE 3	
GROUP A\$ 29.05	23.30
GROUP B\$ 27.25	23.30
GROUP C\$ 26.25	23.30
GROUP D\$ 26.25	23.30
ZONE 4	
GROUP A\$ 30.55	11.65
GROUP B\$ 29.41	11.65
GROUP C\$ 27.33	11.65
GROUP D\$ 27.33	11.65
ZONE 5	
GROUP A\$ 27.37	9.60
GROUP B\$ 26.33	9.60
GROUP C\$ 24.60	9.60
GROUP D\$ 23.60	9.60
TRUCK DRIVER (AND PAVEMENT	
MARKING DRIVER/SWITCHPERSON)	
ZONE 1\$ 23.85	10.85
ZONE 2	
\$ 23.85	10.85
ZONE 3\$ 23.85	10.85
ZONE 4\$ 23.85	6.65
ZONE 5	
\$ 21.90	6.65

#### **ZONE DEFINITIONS**

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine

County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

3).

LABORER CLASSIFICATIONS - ALL ZONES
GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector\*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over

½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (l cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

- \*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)
  Setting of structural steel; any welding incidental to bridge
  or culvert construction; setting concrete beams.
- \* ADDED CRAFT SIGN ERECTOR

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

.....

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION"

## Required Federal Contract Language For Community Development Block Grant (CDBG) Funded Contracts

#### **Federal Labor Standards Provisions**

#### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- **A.1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.
- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid

not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- **7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- **10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- **11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- **B.** Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- **C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100.000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

#### **ALL CONTRACTS**

#### 1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

#### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  - States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- lowa Civil Rights Act of 1965.
   This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
   Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
   Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
   Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
   Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

- Federal Executive Order 11246, as amended by Executive Order 11375.

  Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.

#### 3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

#### 4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

#### 5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic

Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

### **ALL CONTRACTS IN EXCESS OF \$10,000**

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: <a href="Provided, however">Provided, however</a>, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ALL CONTRACTS IN EXCESS OF \$100,000**

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

#### **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)



#### **PAYROLL**

#### U.S. Department of Labor

Wage and Hour Division

#### (For Contractor's Optional Use; See Instructions at www.dol.gov/esa//whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

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			0	$\perp$	$\sqcup$	$\perp$				/							
			S														

Federally financed or assisted construction contracts to "furnish a weekly statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5 (a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that the employees have received legally required wages and fringe benefits.

#### Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date	
I,, (Name of Signatory Party)	(Title)
do hereby state:	
(1) That I pay or supervise the payment of persons er	nployed by
	on the
(Contractor or Subcontractor)	
	that during the period commencing on the
(Building or Work)	
day of,, and endin	g theday of,
all persons employed on said project have been paid rebates have been made or will be made either direct	the full weekly wages earned, that no
	from the full
(Contractor or Subcontractor)	nom the fair
weekly wages earned by any person and that no ded infectly from the full wages earned by any person, o in Regulations, Part 3 (29 C.F.R. Subtitle A), issued to Copeland Act, as amended (48 Stat. 948 63 Start. 10 3145), and described below:	other than permissible deductions as defined by the Secretary of Labor under the
(2) That any payrolls otherwise under this contract are correct and complete; that the wage rates are not less than the applicable wage rates cont into the contract; that the classifications set forth with the work performed.	for laborers and mechanics contained therein ained in any wage determination incorporated
(3) That any apprentices employed in the above period Apprenticeship program registered with a State ap Bureau of Apprenticeship and Training, United State agency exists in a State, are registered with the Bu United States Department of Labor.	oprenticeship agency recognized by the ates Department of Labor, or if no such
(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO A	APPROVED PLANS, FUNDS, OR PROGRAMS
in the above referenced payroll, payments	rates paid to each laborer or mechanic listed of fringe benefits as listed in the contract programs for the benefit of such employees,

#### (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Item 24.

\_ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4 (c) below.

#### (c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	
NAME AND TITLE	SIGNATURE

THE WILLELL ENGLERCATION OF ANY	OF THE ADOME CTATEMENTS	MAY SUBJECT THE CONTRACTOR OR
THE WILLFUL FALSIFICATION OF ANY	OF THE ABOVE STATEMENTS	MAY SUBJECT THE CONTRACTOR OR
CLIDCONTRACTOR TO CIVIL OR CRIMIN	IN DROCECUTION SEE SECTION	ON 1001 OF TITLE 18 AND SECTION 231
SUBCONTRACTOR TO CIVIL OR CRIMIN	NAL PROSECUTION, SEE SECTION	ON 1001 OF TITLE 16 AND SECTION 231

OF TITLE 31 OF THE UNITED STATES CODE.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

**HUD FORM 4730** 

OMB Approval Number 2501-0018 (Exp. 09/30/2018)

## FEDERAL LABOR STANDARDS QUESTIONNAIRE

We are conducting a review of federal labor standards compliance on the project named below. We are asking for certain information regarding your employment on this project. Sending this questionnaire to you does not imply that your employer has violated any law.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on this project. Please return the completed form as soon as possible, using the envelope provided, which needs no postage.

If you have any questions, please call:

Employer			Project name	e, number and location			
			-				
1. Your Name			2. Your Job title				
ii i cui ituiiic			2. 100.000				
2 When did you work	can this project?		4 Where did	vou work (ich eite aban eta)?			
3. When did you work	t on this project?		4. Where did you work (job site, shop, etc)?				
From:		То:					
5. What duties did yo	ou perform on this p	roject?					
6. What tools did you	use (if any) to perf	form your duties on th	e project?				
o. What tools did you	i use (ii arry) to peri	offit your daties off th	e project:				
7. How were you pai	d? (hourly wage, sa	alary, piece work,	8. If your wage was based on piece work, how was your				
etc.)	, , , , , ,	,	pay determined (i.e., \$ per board, per unit, etc.)?				
9. What was your ho	urly wage on this	10a. Did you receive	e fringe	10b. If yes, which fringe benefits did you			
project? \$		benefits?		receive?			
Ψ		Yes □ No	o □	Medical			
		_		Pension			
11 On average	12. Did you	13. If you worked o		Other Specify:  14. If you did not receive overtime pay for			
<ol><li>On average, how many hours</li></ol>	ever work over	per week, did you re		overtime hours worked, identify the			
did you work each	40 hours in a	overtime pay (at lea		number of weeks in which overtime was			
week?	single week?	your regular rate of	pay)?	worked and/or total overtime hours			
	Yes ☐ No ☐	Yes □ No	, <sub>□</sub>				
15. Attach copies of				statements on separate sheet			
record of your hours and pay received				·			
☐ CHECK IF ATTACHED ☐ CHECK IF ATT			ACHED				

Item 24.

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

**HUD FORM 4730** 

OMB Approval Number 2501-0018 (Exp. 09/30/2018)

FEDERAL LABOR STANDARDS QUESTIONNAIRE	
17. Identify other employees (name, address, phone) who worked with you a performed	and who could confirm the type of work you
18. Identify employees (name, address, phone) you supervised	
I affirm that the information provided herein is accurate to the best of	my knowledge.
Employee Name (Please print clearly)	Home Phone Number (including area code)
Current address (Include apartment number, if any) (Street/City/State/Zip Code)	Alternate Phone Number(s) (including area code)
Permanent/Alternate Address (if current address is temporary)	Email address
Signature	Date
Disclosure Authorization	

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

Signature:	Date:

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.

HUD-4730 (06/2004) PREVIOUS EDITION IS OBSOLETE

### Item 24

#### DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.

Oficina de Relaciones Laborales

**FORWULA HUD 4730SP** 

Número de Aprobación OMB 2501-0018 Exp. 11/30/2016

## CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO

Estamos llevando a cabo una revisión del cumplimiento con los estándares federales de trabajo en el proyecto mencionado a continuación. Estamos solicitando cierta información concerniente a su empleo en este proyecto. El envío de este cuestionario no implica que su empleador haya violado alguna ley.

Por favor responda a todas las preguntas mencionadas abajo. Sus respuestas se considerarán confidenciales y no se revelarán a nadie sin su permiso. Sus respuestas se deben referir únicamente al tiempo durante el cuál usted trabajó en este proyecto. Por favor devuelva el formulario debidamente llenado lo más pronto posible, usando el sobre proporcionado con franqueo pagado.

#### Si tiene preguntas, por favor llame:

Empleador		ı	Nombre del proyecto, número y ubicación				
1. Su nombre			2. El título de su trabajo				
3. ¿Cuándo trabajo	ó en este proyecto?	4	. ¿Dónde trabajó usto	ed (lugar del trabajo, taller, etc.)?			
Desde: Ha	asta:						
, and the second	sempeñó en este pro						
6. ¿Qué herramier	ntas usó (si usó algui	na) para desempef	íar sus tareas en el p	royecto?			
7. ¿Cómo se le pa a destajo, etc.)	gó? (salario por hora	a, sueldo, trabajo	8. Si su salario era en base a trabajo a destajo, ¿cómo se determinó su pago (esto es, por tabla, por unidad, etc.)?				
9. ¿Cuál era su sa este proyecto? \$	lario por hora en	10a. Recibió uste adicionales? Sí ☐	nd beneficios  No	10b. Si la respuesta es sí, ¿Cuáles beneficios adicionales recibió? Vacaciones			
11. En promedio, ¿cuántas horas trabajó usted cada semana?	12. ¿Trabajó usted más de 40 horas en una sola semana?		a, ¿recibió pago por o menos 1½ veces	14. Si usted <u>no</u> recibió pago de sobre tiempo por las horas extra de trabajo, identifique el número de semanas que trabajó horas extra y/o las horas extra			
15 Adjunto conico	Sí No	Sí 🗌	No	declaración en una haia congrada			
15. Adjunte copias cheques o planillas del pago recibido		16. Incluya cualq	uier otro comentario c	o declaración en una hoja separada			
☐ MARQUE SI E	STÁN INCLUIDOS	☐ MARQUE SI	ESTÁN INCLUIDOS	LILID 4720 CDANICH (OCIDOA) DREVIOUS EDITIONIS 426			

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#### DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.

#### **Oficina de Relaciones Laborales**

FOR MULARIO HUD 4730SP

Número de Aprobación OMB 2501-0018 Exp. 11/30/2016

## **CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO**

17. Identifique a otros empleados (nombre, dirección, teléfono) que trabajaron con usted y que podrían confirmar el trabajo que usted desempeñó

18. Identifique a los empleados (nombre, dirección, teléfono) que usted supervisó

Afirmo que la información proporcionada aquí es exacta a mi mejor conocimiento.

Nombre del empleado (Por favor escriba claramente en letra de molde)	Número de teléfono de su domicilio (incluya el código de área)
Dirección actual (Incluya el número de apartamento, si se aplica (Calle/Ciudad/Estado/Código Postal)	Número(s) de teléfono alternativos(s) (incluya el código de área)
Dirección permanente/alternativa (si la dirección actual es temporal)	Dirección de correo electrónico
Firma	Fecha

#### Autorización de Revelación

Autorizo al representante de HUD revelar mi nombre y la información que he presentado, en la medida necesaria para hacer valer mis derechos bajo las Leyes administradas por el Departamento de Vivienda y Desarrollo Urbano de los EE.UU.

Firma:	Fecha:

La responsabilidad de informar al público para esta recopilación de información se estima a un promedio de 30 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar las fuentes de datos existentes, recopilar y mantener los datos necesarios, así como completar y revisar la información recopilada. La información se considera confidencial y no se revelará sin su aprobación. El proporcionarla es voluntario. Esta agencia no puede recopilar información y usted no está obligado a llenar este formulario, a menos que se muestre un número de control actual válido de la Oficina de Administración y Presupuesto (OMB).

HUD y las agencias locales que administran los programas asistidos por HUD deben hacer cumplir los requisitos federales de información y salario en los trabajos de construcción y mantenimiento cubiertos, asistidos por HUD. Las actividades de cumplimiento incluyen contratar obreros y mecánicos y solicitar información sobre sus empleos en proyectos cubiertos.

# **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations**

OMB Approval No (Exp. Item 24

## **ON-LINE EMPLOYEE QUESTIONNAIRE**

Many construction projects assisted by the Department of Housing and Urban Development (HUD) are covered by federal labor standards. These standards include the payment of prevailing wage rates as determined by the Secretary of Labor, otherwise known as Davis-Bacon wage rates. In addition, many projects are covered by overtime rules that require the payment of one and one-half times the regular rate of pay for hours worked over 40 in a workweek. Construction workers who are paid less than prevailing wages for the work they perform or who do not receive time and one-half for overtime hours worked may be entitled to wage restitution (back wages). Also, maintenance workers employed at many public and Indian housing projects are covered by prevailing wage rates determined by HUD. Maintenance workers that do not receive prevailing wages or, in some cases, overtime pay, may also be entitled to wage restitution.

If you think that you may not have been paid correctly for construction or maintenance work that you performed on a HUDassisted project, you can complete this questionnaire and submit it to HUD electronically by clicking on the "Submit" button at the end of the form. Or you can print your completed form and mail it to HUD at the following address:

U.S. Department of HUD

Office of Labor Relations

451 7<sup>th</sup> Street, SW, Room 2102 Washington,

DC 20410

We will review the information you provide and will let you know if you have been underpaid and, if so, we will work to ensure that you receive any additional wages that you may have earned. Please note that if we believe you have been underpaid, we will probably need to contact you for more information.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on the HUD assisted project.

If you have any questions, please contact a HUD Labor Relations Specialist. A list of contact names, addresses, telephone numbers, email addresses and the geographic areas they cover can be found at: www.hud.gov/offices/olr

Employer	Project name, number and location
1. Your Name	2. Your Job title
3. When did you work on this project?	4. Where did you work (job site, shop, etc.)?
o. Whom are you work on also project.	1. Whore and year work get alte, anop, etc./.
From: To:	
5. What duties did you perform on this project?	
6. What tools (if any) did you use to perform your duties on the	a project?
o. What tools (if any) and you use to perform your duties on the	s project:
7. How was your wage determined? (hourly wage, salary,	8. If your wage was based on piece work, describe how
piece work, etc.)	pay was determined (i.e., \$ per board, per unit, etc.)?

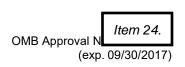
U.S. DEPARTME	ENT OF HOUSING	G AND URBAN DEVELOPMEN		
Office of Labor	Relations		OMB Approval No (Exp. Item 2-	
	LOYEE QUES	TIONNAIDE		
9a. What was your h the project?		_ <del>_</del>	 10b. If yes, which fringe benefits?	
\$		Yes		
9b. If you know, wha prevailing wage for th			Vacation ☐ Medical ☐ Pension ☐ Specify:	
\$			Other	
11. On average, how many hours work over 40 hours in a single week?		per week, did you receive overtime pay (1½ times your	14. If you did <u>not</u> receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours	
	Yes No	Yes No		
performed  16. Identify employed	es (name, address, p	hone) you supervised		
How may we contact	•	r, if any) (Street/City/State/Zip Code)	Home Phone Number (including area	
			code)	
Permanent/Alternate	Address (if current ad	dress is temporary)	Alternate Phone Number(s) (including area code)	
			Cell Phone	
Email address			Date	
Disclosure Author	orization			
	•	sclose my name and the information I stered by the U.S. Department of House	have submitted to the extent necessary to sing and Urban Development.	
SUBMIT   Public reporting burde	n for this collection of in	PRINT ☐ formation is estimated to average 30 minute	s per response, including the time for reviewing	

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about employment on covered projects.

## Record of Employee Interview

# U.S. Department of Housing and Urban Development Office of Labor Relations

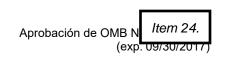


Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. Sensitive Information. The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential.

1a. Project Name			2a. Employee Name				
1b. Project Number			2b. Employee Phone Number (including area code)				
1c. Contractor or Subcontractor (Employer)		2c. Employee Home Address & Zip Code					
			2d. Verification of identific	cation?			
3a. How long on this job?			4a. Hourly rate of pay?	4b. Fringe Benefits?  Vacation Yes No Medical Yes No Pension Yes No No	4c. Pay stub?  Yes No		
5. Your job classificati	on(s) (list all) continue	on a separate sheet if ne	cessary				
6. Your duties							
7. Tools or equipment	used						
8. Are you an apprention 9. Are you paid for all h				hours worked in excess of 40 in a wee			
12a. Employee Signati	ure		12b. Date				
13. Duties observed b	y the Interviewer (Please	be specific.)					
14. Remarks							
15a. Interviewer name	(please print)	15b. Sig	gnature of Interviewer	15c. Date of interv	riew		
Payroll Exami	nation						
17a. Signature of Pay	roll Examiner		17b. <b>Date</b>				

## Historial de Entrevista del Empleado

#### Departamento de Vivienda y Desarrollo Urbano de EE.UU. Oficina de Relaciones Laborales



Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. Información confidencial. La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos, técnicos, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar dafio sustancial, vergüenza, inconveniencias, o injusticias a cualquier información proporcionada será mantenida como confidencial.

1a. Nombre del proyecto		2a. Nombre del empleado				
1b. Número del proyecto			2b. Número de teléfono d	lel empleado (incl	uso prefijo local)	
1c. Contratista o subcontratista (Patrón)		2c. Dirección residencial del empleado y código postal				
			2d. ¿Verificación de ident	tificación?		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su ultimo día en este trabajo?	4a. ¿Salario por hora?	Vacaciones Médicos	s complementarios?  Sí No Sí No Sí No No	4c. ¿Talonario de paga? Sí No
5. Clasificación(es) de	su trabajo(s) (enumere t	odas) continúe en una	página separada si es nece	sario		
6. Sus deberes						
7. Herramientas o equ	iipo usado					
8. ¿Es aprendiz?	s 	horas semanale				8 N
9. ¿Le pagan todas las trabajadas?		11. ¿Alguna vez	z ha sido amenazado o coer	rcionado a entrega	ar parte de su paga?	
12a. Firma del empleado						
13. Deberes observad	los por el entrevistador (P	or favor sea específico.)				
14. Comentarios						
15a. Nombre del entre	vistador (use letra de imp	renta) 15b. Fin	ma del entrevistador		15c. Fecha de la er	ntrevista
Examinación o	de Nómina					
16. Comentarios						
17a. Firma del examin	17a. Firma del examinador de nómina 17b. Fecha					

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

HUD FORM				
OMB Approval No.	Item 24.			
(Exp. 08/31/2010)				

## FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

Name of complainant			Sc	Social Security Number			
Current address of	complainant (Street	t/City/State/Zip Code)	Pe	rmanent address, if diffe	erent from current add	Iress	
ourient dudiess of	Complaniant (Ctreet	a only/orate/Lip oode/		imanent address, ii dine	John Holli Gallont add		
Talambana (inalisal		- (C-11/O4b - n)		Mail adduses			
relephone (includi	ng area code) (Hom	le/Cell/Other)	E-1	E-Mail address			
Project name, loca	tion and contract/pro	oject number	Pr	me contractor company	name		
Employer (compan	y) name		En	ployer: name of owner	responsible party		
Employer address			Fn	nployer: contact informa	ation (Telephone/Cell/	Other)	
Employer address				ipioyer. Comace inform	ation (relephone/och/	othor,	
<u> </u>							
Check one:	Current						
	☐ employee	Period em	nployed on the	project			
	☐ Former	From:		То:			
	employee	110111.		10.			
Occupation/ich ti	Other (specify)						
Occupation/job ti	tie:						
Duties performed	(be specific)						
Tools used and/o	r equipment operate	.d					
rooto acoa anaro	. equipment operate	<b>.</b>					
				4			
Wage Rate: \$	per	Hour Day	WeekF	iece □Other (spe	cify):		
	11	11		11			
Hours usually	worked on the p	project					
Sunday	Monday	Tuesday	Wednesda	y Thursday	Friday	Saturday	
	1						
	1 1 1		1	 		1 1 1	
Usual start and	ston times	Start work time:	_!	End work time:	<u>İ</u>	_i	
Journ Start and	otop tillies	GIGHT WORK HITTE.		LIG WOIN UITO.			

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations

#### FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM

	W	
HUD F	ORM	
OMB Approval No.	Item 24.	
	08/31/2010) e	

Name of complainant		Social Security Number			е
•	No	,	Yes	No I	a I
	<del>-</del>				
☐ Life insurance		Pension			
☐ Dental insuranc	e	Holiday/Sick/Vacation			
aks taken?		If yes, how long were the breaks? records?			
Paid Overtime (time and ½) after 40 hours?		Did the complainant keep time records?			
Paid for all hours worked?		Does complainant have other personal records (pay stubs, log books, etc.) he/she can provide?			
Was/is the complainant an Apprentice?		Were fringe benefits paid?			
Cash in lieu of fringe benefits Health insurance Identify other fringe benefits paid  Names of others affected by the alleged violation(s)  Names of others who can verify/attest to the complainant's allegations					
<ul><li>Continuation sheets attached</li><li>Complainant's personal interview att</li></ul>	ached				
Complaint taken by:					_
Name (print clearly)	PI	none number (including area code) and E-mail address			
Title	A	gency, office			_
Signature	Di	ate			-

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number. HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on cover assisted construction and maintenance work. Enforcement activities include collecting information from laborers and mechanics and other parties regarding information about their employment on covered projects.

PREVIOUS EDITION IS OBSOLETE form **HUD-4731** (6/2004)

Item 24.

### HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

#### INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 resident is defined as a public housing resident <u>or</u> someone with a household income that is less than 80% of the area median income.

A Section 3 business is defined as a business that is:

51% owned by Section 3 residents

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

Note: If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here: <a href="https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness">https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness</a>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

#### Please complete the following:

1.	If awarded a contract for this CDBG funded project, do you anticipate hiring new employeesto complete the project? (Hiring would be specific to this project)
	Yes No If yes, please estimate the number of employees to be hired:
2.	Is your business a Section 3 Business? Yes No
3.	Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this CDBG funded project?
	Yes No
4.	Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?
	Yes No

# SECTION 3 NEW HIRE COMPLIANCE REPORT

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor	Address	
Print Name	Title	
Signature Date		

# SECTION 3 NEW HIRE COMPLIANCE REPORT

**Sample Format for Section 3 Employee Interviews** 

Date:	
Dear Em	·
Economi the Hous confident assistant	rovide the information requested on this form that we can verify to the lowa c Development Authority that your employment here is achieving the goals of Section 3 of sing and Urban Development Act of 1968. This information will be placed in your tial personnel file and will be available only to a limited number of authorized persons. For see or further information, please see Thank you.
Sincerel (Compar	y, ny Official)
IEDA we	Median Income Limits Table is on the reverse side of this form. <i>(use limits from bsite)</i> Are you a resident of public housing?
-	YesNo
	swer to Step 1 is "Yes," you have completed the form. No further information is needed. swer to Step 1 is "No," please refer to Steps 2 and 3.
Step 2:	On the Median Income Limits Table, find the county in which you live and the size of your family (count yourself and all family members living at home). Use this information to arrive at the corresponding income level.
Step 3:	Answer this question: Is your family's total income above or below the amount listed for your county and family size? (Check one)ABOVEBELOW

### SECTION 3 NEW HIRE COMPLIANCE REPORT

The US Department of Housing & Urban Development ("HUD") requires the recipient to collect information on every person hired in connection with Section 3 projects to ensure compliance with Federal regulations.

As part of (enter your community here)'s Section 3 program your firm is required to report the number of employees hired in connection with a Section 3 Project who are Section 3 Eligible. Complete this form by entering the names and addresses of all new hires and by indicating whether they are Section 3 eligible. A Section 3 resident is:

	<ol> <li>A public housing resident; OR</li> <li>An individual who lives within the and whose income falls within the guidelines for low or very low income. See attached table.</li> </ol>
defir	form must be completed by all subcontractors working on a Section 3 project, ned as a contract that exceeds \$100,000, even if the subcontractor is not a "Section 3 iness."
INS	STRUCTIONS FOR EMPLOYERS:
1.	Enter the name and address of every new employee hired in connection with the Section 3 Project on the following list. (Add additional sheets if necessary).
2.	For new employees <u>hired</u> , determine whether each new hire is Section 3 eligible by asking the employee the following questions upon hiring:
	a. Are you a resident of public housing?  ☐ YES ☐ NO
	the answer is "YES," please skip questions "b" and "c". the answer is "NO," please follow up by asking question "b".
	b. Are you a resident of YES    NO
	the answer is "NO," this person is not a Section 3-eligible resident. Therefore, there is not a ed to ask question "c".
	c. In the last 12 months, was your household income (meaning the total for everyone in your family earning income) NOT GREATER THAN the amount listed based on your household size?  □ YES NO
	YES, have the employee complete the certification form (Exhibit 1) and attach this to your bmission.

## SECTION 3 NEW HIRE COMPLIANCE REPORT

- 3. Indicate whether each new hire is Section 3 eligible by checking the appropriate box next to their name and address on Section 3 New Hire Report. Indicate "Y" for Yes and "N" for No
- 4. Indicate the Job Category using the following codes:

•	Professionals	Р
•	Technicians	T
•	Office and Clerical	OC
•	Sales	S
•	Trades	Т
•	Labor	L
•	Service Workers	SW
•	Other	Other

- 5. An authorized representative of the firm must certify the accuracy and completeness of the information provided by signing this form where indicated.
- 6. Subcontractors who have direct agreements with \_\_\_\_\_\_regarding a Section 3 covered project are responsible for collecting the Section 3 New Hire Report from all applicable contractors and sub-contractors performing on a Section 3 covered project.
- 7. If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

## SECTION 3 NEW HIRE COMPLIANCE REPORT

Projec	t Name:
	t Address:
Develo	per Name (if applicable):
Gener	al Contractor Name:
	of Firm Completing This Form:
This F	rm is a (check one):
	Subcontractor Contract Amount: \$
	Professional Services Consultant Contract Amount: \$

Contracts and subcontracts made with vendors to solely provide supplies and/or materials are not subject to the HUD Section 3 requirements. However, where such vendors also install such supplies and materials, said contracts and subcontracts above \$100,000 shall be subject to the HUD Section 3 requirements.

### SECTION 3 NEW HIRE COMPLIANCE REPORT

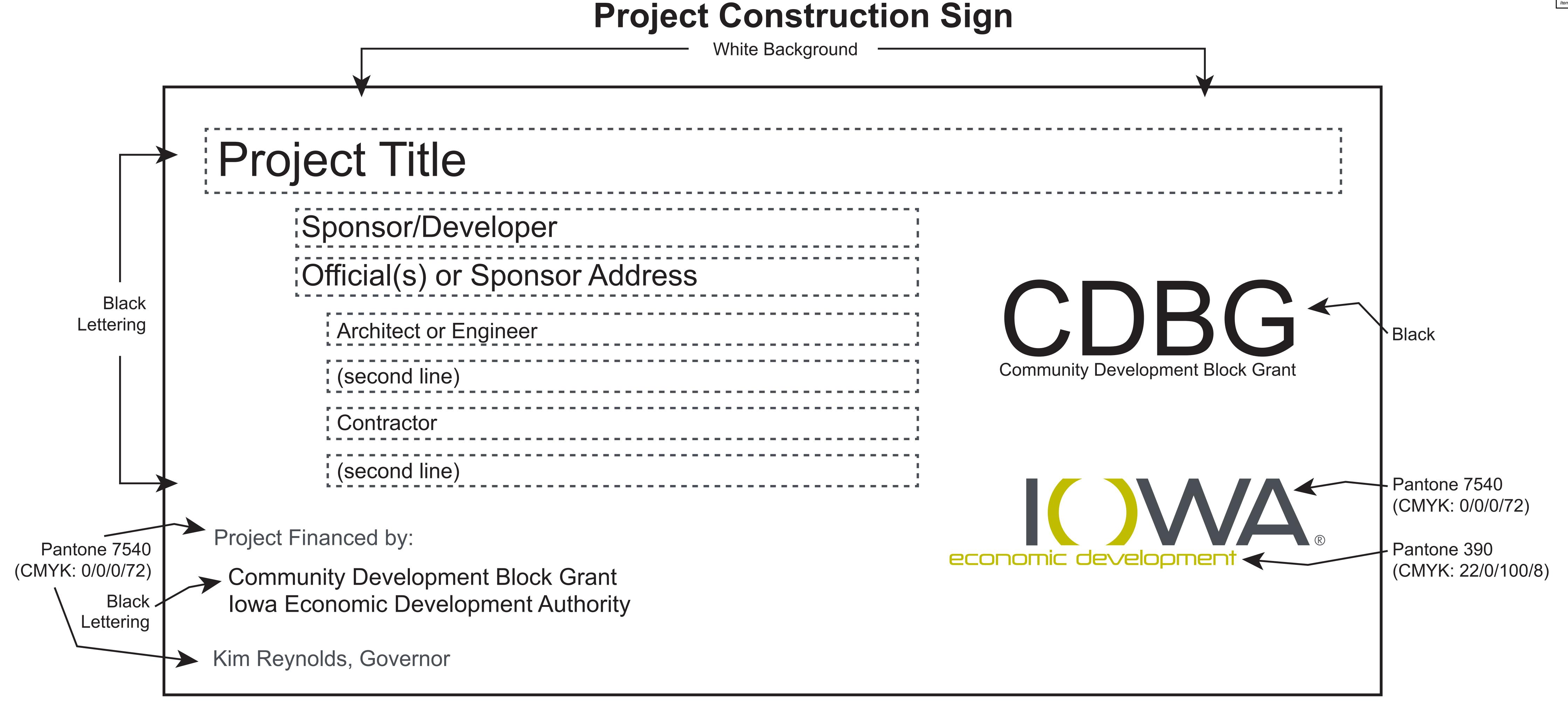
	NAME OF NEW	ADDRESS	Section 3 Eligible?	Labor Category
	HIRE	(include Suite/Apt #)	YES OR NO	See Instructions
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

If there were NO new hires for the report period, please document by checking the box and providing an authorized signature for your company.

	//to// mm / dd / yyyy mm / dd / yyyy	3 1 31	
Name:	(please print)	Date:	
Title:	(please print)		
Signaturo			

□ I certify that there were no new hires during the reporting period

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.



Sign Dimensions: 1200mm x 2400mm (approx. 4'x8'x3/4")
Plywood Panel (APA Rated A-B Grade-Exterior)

#### 2020 CDBG SIDEWALK INFILL PROJECT

# CITY PROJECT NO. SW - 000 - 3223 FINAL ESTIMATE OF COSTS AND QUANTITIES APRIL 27, 2020

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	REMOVE SIDEWALK, P.C.C.	S.Y.	84.0	\$15.00	\$1,300.00
2	REMOVAL OF CURB & GUTTER, 2.5 FT. WIDTH	L.F.	168.0	\$10.00	\$1,700.00
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	626.5	\$45.00	\$28,200.00
4	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	134.5	\$60.00	\$8,100.00
5	PLACE DETECTABLE WARNING PANELS	S.F.	160.0	\$50.00	\$8,000.00
6	PLACE CURB & GUTTER, 2.5 FT. WIDE, P.C.C., CLASS "C"	L.F.	168	\$35.00	\$5,900.00
7	CLASS 10 EXCAVATION	C.Y.	340.5	\$15.00	\$5,200.00
8	TOPSOIL, FURNISH AND SPREAD	C.Y.	384.00	\$30.00	\$11,600.00
9	SEEDING, FERTILIZING AND MULCHING	S.F.	20696.0	\$0.75	\$15,600.00
10	SURFACING, 1 INCH ROADSTONE	TONS	20.0	\$30.00	\$600.00
11	CLEARING AND GRUBBING	UNITS	51.0	\$58.00	\$3,000.00
12	INTAKE SEDIMENT FILTER	L.F.	54.0	\$20.00	\$1,100.00
13	UNSTABLE MATERIAL, OVER EXCAVATION	C.Y.	40.0	\$20.00	\$800.00
14	TRAFFIC CONTROL	L.S.	1.0	\$5,000.00	\$5,000.00
15	MOBILIZATION	L.S.	1.0	\$6,800.00	\$6,800.00

 Project Estimate
 \$96,100.00

 CDBG cost inflator
 \$9,700.00

 Totall Project Cost
 \$105,800.00





#### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

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

#### INTEROFFICE MEMORANDUM

**TO:** Mayor Green & City Council Members

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

**DATE:** April 27, 2020

**SUBJECT:** 2020 Bond Sales

On June 15<sup>th</sup>, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects at outlined on the City's Capital Improvements Program (CIP). Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. We are requesting that the public hearing be held on May 18, 2020. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose.

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

#### ITEMS TO INCLUDE ON AGENDA

#### CITY OF CEDAR FALLS, IOWA

Not to exceed \$700,000 General Obligation Capital Loan Notes (GCP)

• Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 4, 2020

The City Council of the City of Cedar Falls, State of Iowa, met in	
session, in the Council Chambers*, City Hall, 220 Clay Street, Cedar Falls,	
M., on the above date. There were present Mayorfollowing named Council Members:	_, in the chair, and the
tonowing named Council Members.	
Abconti	
Absent:	
Vacant:	
* * * * * *	
*Due to the State Public Health Emergency Declaration regarding C	OVID-19, this
meeting was conducted electronically pursuant to Iowa Code 21.8 at	•
of Governor Kim Reynolds dated March 19, 2020. Participation was	available via the
internet or telephonically, as follows:	
Testament	
Internet access:	
Meeting ID: Telephone access:	
1 clephone access	

Council Member	introduced the follow	ing Resolution
entitled "RESOLUTION	FIXING DATE FOR A MEETING ON THE AUTH	ORIZATION OF
A LOAN AGREEMENT	AND THE ISSUANCE OF NOT TO EXCEED \$70	0,000 GENERAL
OBLIGATION CAPITA	L LOAN NOTES OF THE CITY OF CEDAR FALL	S, STATE OF
IOWA (FOR GENERAI	CORPORATE PURPOSES), AND PROVIDING FO	OR
PUBLICATION OF NO	TICE THEREOF", and moved that the same be adopt	ed. Council
Member	seconded the motion to adopt. The ro	oll was called and
the vote was,	•	
AYES:		
-		
**		
NAYS:		

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Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_\_\_.M., on the 18<sup>th</sup> day of May, 2020, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$700,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; and acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including the South Main parking lot and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$700,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: May 6, 2020)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City, in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 4<sup>th</sup> day of May, 2020.

City Clerk, City of Cedar Falls, State of Iowa
(End of Notice)

450

### PASSED AND APPROVED this 4<sup>th</sup> day of May, 2020.

	Mayor	
ATTEST:		
City Clerk		

#### **CERTIFICATE**

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of t	he Council hereto affixed this	_day of
, 2020.		
	City Clerk, City of Cedar Falls, State	of Iowa

(SEAL)

#### **CERTIFICATE**

STATE OF IOWA	)
COUNTY OF BLACK HAWK	) SS )
I, the undersigned, do hereby certify that	I am n

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

### NOTICE OF PUBLIC HEARING (Not To Exceed \$700,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

		, 2020.	
W	TITNESS my official signature this	day of	, 2020.
		City Clerk, City of Ced	lar Falls, State of Iowa
(SEAL)			

01709451-1\10283-178

#### ITEMS TO INCLUDE ON AGENDA

#### CITY OF CEDAR FALLS, IOWA

Not to exceed \$2,800,000 General Obligation Capital Loan Notes (ECP)

• Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

May 4, 2020

The City Council of the City of Cedar Falls, State of Iowa, met insession, in the Council Chambers*, City Hall, 220 Clay Street, Cedar Falls, I	
.M., on the above date. There were present Mayor,	
following named Council Members:	
	_
Absent:	_
Vacant:	_
* * * * * *	
*Due to the State Public Health Emergency Declaration regarding CO meeting was conducted electronically pursuant to Iowa Code 2	
Proclamation of Governor Kim Reynolds dated March 19, 2020. Part	
available via the internet or telephonically, as follows:	
Internet access:	
Meeting ID:	
Telephone access:	

Council Member	introduced the follow	ing Resolution
entitled "RESOLUTION	FIXING DATE FOR A MEETING ON THE AUTH	ORIZATION OF
A LOAN AGREEMEN	Γ AND THE ISSUANCE OF NOT TO EXCEED \$2,8	800,000
GENERAL OBLIGATION	ON CAPITAL LOAN NOTES OF THE CITY OF CE	EDAR FALLS,
STATE OF IOWA (FOR	R ESSENTIAL CORPORATE PURPOSES), AND PI	ROVIDING FOR
PUBLICATION OF NO	TICE THEREOF", and moved that the same be adopted	ted. Council
	seconded the motion to adopt. The re	
the vote was,	•	
AYES:		-
NAYS:		•

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Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF CEDAR FALLS, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Cedar Falls, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$2,800,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at \_\_\_\_\_\_\_.M., on the 18<sup>th</sup> day of May, 2020, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$2,800,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$2,800,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: May 6, 2020)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing on the 18<sup>th</sup> day of May, 2020, at \_\_\_\_\_\_\_\_.M., in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$2,800,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 4<sup>th</sup> day of May, 2020.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

### PASSED AND APPROVED this 4<sup>th</sup> day of May, 2020.

	Mayor	
ATTEST:		
City Clerk		

#### **CERTIFICATE**

STATE OF IOWA	)
	) SS
COUNTY OF BLACK HAWK	)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my han	d and the seal of the Council hereto affixed this day of
, 2020.	
	City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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STATE OF IOWA	)
COUNTY OF BLACK HAWK	) SS )
I, the undersigned, do hereby certify that mentioned, the duly qualified and acting Clerk of	
	1 0 1

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

#### NOTICE OF PUBLIC HEARING

(Not To Exceed \$2,800,000 General Obligation Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

	, 2020.		
WITNE	ESS my official signature this	day of	, 2020.
		City Clerk, City of Cedar Falls, State of Iowa	
(SEAL)			

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#### DEPARTMENT OF COMMUNITY DEVELOPMENT

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

www.cedarfalls.com

**MEMORANDUM** 

Administration Division

TO: Mayor Rob Green and City Council

**FROM:** Stephanie Houk Sheetz, Director of Community Development

**DATE:** April 28, 2020

**SUBJECT:** 2020 Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County,

Iowa

The City of Cedar Falls has been part of a Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County since 2010. Plans are required to be updated every five years. During the period in between, all the plan participants monitor implementation and hold several meetings to discuss progress and topics related to planning for hazards.

The plan follows a set standard of identifying local community policies, actions, and tools for ongoing, short-, mid-, and long-term implementation aimed at reducing the risk and potential future losses from natural disasters. In short, the plan encourages proactive measures to make the entire county less susceptible to natural hazards.

The plan has been a collaborative effort led by INRCOG and Black Hawk County Emergency Management. Communities involved include Dunkerton, Elk Run Heights, Evansdale, Gilbertville, Hudson, LaPorte City, Raymond, Waterloo and Black Hawk County. In addition the University of Northern Iowa and Cedar Falls Community School District have been involved in review/development of the plan. Staff from each agency have attended meetings, provided input for their respective organization, and reviewed the draft documents. Black Hawk County Board of Supervisors Adopted the Plan April 14, 2020, now all the municipalities are asked to consider the plan.

Following is a link to the draft plan: <a href="http://www.inrcog.org/pdf/BHC-HMP-4.14.20-FINAL\_for\_State\_Review.pdf">http://www.inrcog.org/pdf/BHC-HMP-4.14.20-FINAL\_for\_State\_Review.pdf</a>. It is over 450 pages long. Appendix A is a section specific to the City of Cedar Falls.

City staff has reviewed the document and updates requested during the process. We

XC: Ron Gaines, City Administrator Stephanie Sheetz, Interim Director of Community Development Mark Ripplinger, Director of Municipal Operations and Programs Jennifer Rodenbeck, Director of Finance and Business Operations Jeff Olson, Director of Public Safety Services Bob Seymour, Interim Planning & Community Services Manager