



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MARCH 16, 2020
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of March 2, 2020.

Agenda Revisions

Special Order of Business

2. Hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2019 Sidewalk Assessment Project, Zone 2.
 - a) Staff comments.
 - b) Respondent comments.
3. Resolution adopting and levying the final schedule of assessments for the 2019 Sidewalk Assessment Project, Zone 2.
4. Public hearing on a proposal to undertake a public improvement project for the Oak Park Sanitary Sewer Repair Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published March 6, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
5. Resolution approving a public improvement for the Oak Park Sanitary Sewer Repair Project and authorizing acquisition of private property for said project.

New Business

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

6. Receive and file the resignation of Carol Lilly as a member of the Parks & Recreation Commission.
7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Sue Beach, Board of Adjustment, term ending 03/31/2025.
 - b) Amy Lang, Board of Adjustment, term ending 03/31/2025.

8. Receive and file the Committee of the Whole minutes of March 2, 2020 relative to the following items:
 - a) Board of Adjustment Interview - Sue Beach.
 - b) Board of Adjustment Interview - Amy Lang.
 - c) Hearst Visioning Committee.
 - d) Red Cedar Update.
 - e) Bills & Payroll.
9. Receive and file the Administration Committee minutes of March 10, 2020 relative to a hearing to consider the appeal of an employee grievance denial.
10. Receive and file Departmental Monthly Reports of January 2020.
11. Approve the following applications for beer permits and liquor licenses:
 - a) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
 - b) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
 - c) The Stuffed Olive, The Roxxy and Deringer's Public Parlor 314-316 Main Street, Class C liquor & outdoor service - renewal.
 - d) Voodoo Lounge, 401 Main Street, Class C liquor - renewal.
 - e) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor - renewal.
 - f) Chad's Pizza, Birdsall Park Softball Complex, Class B beer & outdoor service - 6-month permit.
 - g) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor - new.

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

12. Resolution approving and adopting the recommendations of the Mayor's Firefighter Transition Task Force relative to a Transition Plan for the immediate implementation of the Public Safety Officer Program, approving and adopting a revised job classification for the position of Public Safety Officer, the Form and Content of a Letter of Recommendation, the Form and Content of a Resignation of Employment and Release Agreement; and authorizing the City Administrator to execute any and all such approved documents as necessary.
13. Resolution approving and authorizing execution of an Agreement with INVISION Architecture, LTD for design services relative to the Recreation Center Locker Room Upgrades.
14. Resolution approving and authorizing submission of the City's FY2020-2024 Public Housing Agency (PHA) Five Year Plan.
15. Resolution approving and authorizing execution of a Funding Approval/Agreement with the U.S. Department of Housing and Urban Development (HUD) relative to the Community Development Block Grant (CDBG) Program.
16. Resolution approving a revised Central Business District Overlay Zoning District site plan for development on Lot 3 of River Place 3rd Addition.
17. Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. relative to the 12th Street Reconstruction Project.
18. Resolution receiving and filing the bids, and approving and accepting the low bid of Benton's Sand & Gravel, Inc., in the amount of \$208,144.62, for the 2020 Permeable Alley Project.
19. Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$3,385,340.30, for the 2020 Street Construction Project.
20. Resolution approving and authorizing execution of a Professional Service Agreement with Shive-Hattery, Inc. relative to the Greenhill Road/South Main Street Reconstruction Project.
21. Resolution approving and authorizing execution of a Temporary Construction Easement Agreement for Stairway, in conjunction with the Downtown Streetscape and Reconstruction Project.

- [22.](#) Resolution setting April 6, 2020 as the date of public hearing on the proposed vacation and dedication of storm sewer easement on the northeast corner of the property at 312 West 1st Street.

Allow Bills and Payroll

23. Allow Bills and Payroll of March 16, 2020.

City Council Referrals

City Council Updates

Staff Updates

Executive Session

24. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MARCH 2, 2020
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.
- 52696 - It was moved by Darrah and seconded by Kruse that the minutes of the Regular Meeting of February 17, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52697 - It was moved by Miller and seconded by Darrah that the minutes of the Special Meeting of February 20, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52698 - Mayor Green announced that in accordance with the public notice of February 21, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Permeable Alley Project. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52699 - 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. Principal Engineer Fitch provided a brief summary of the proposed project. Jim Skaine, 2215 Clay Street, commented on placement of agenda items. 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.
- 52700 - It was moved by Kruse and seconded by Miller that Resolution #21,894, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Permeable Alley Project, 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 #21,894 duly passed and adopted.
- 52701 - Mayor Green announced that in accordance with the public notice of February 21, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Street Construction Project. It was then moved by Darrah and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52702 - 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. Principal Engineer Fitch 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.

52703 - It was moved by Kruse and seconded by Harding that Resolution #21,895, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Street Construction Project, 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 #21,895 duly passed and adopted.

52704 - It was moved by Miller and seconded by deBuhr to receive and file a proclamation recognizing March 2, 2020 as Read Across Cedar Falls Day. Following a comment by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

52705 - It was moved by Darrah and seconded by Kruse to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
a) Julie Etheredge, Historic Preservation Commission, term ending 03/31/2023.
b) Sally Timmer, Historic Preservation Commission, term ending 03/31/2023.

Following a comment by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

52706 - It was moved by Darrah and seconded by Harding to receive and file the City Council Work Session minutes of February 17, 2020 relative to Public Safety Program Update. Following a comment by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

52707 - It was moved by Miller and seconded by deBuhr to approve the following applications for beer permits and liquor licenses:
a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service - renewal.
b) The Hydrant Firehouse Grill, 2002 College Street, Class C liquor - renewal.
c) Double Tap, 312 Main Street, Class C liquor - new.

Following a comment by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

52708 - It was moved by Kruse and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #21,896, approving and authorizing submission of the Iowa Certified Local Government (CLG) 2019 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa.

Resolution #21,897, approving a Highway Corridor and Greenbelt (HCG) Overlay Zoning District site plan for construction of a hotel at 7200 Nordic Drive.

Resolution #21,898, approving submission of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Surface Transportation Block Grant (STBG) funding relative to the Main Street Reconstruction Project.

Resolution #21,899, approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Daniels Home Improvement, relative to a HOME housing rehabilitation project.

Resolution #21,900, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$1,019,447.57, for the 12th Street Reconstruction Project.

Resolution #21,901, approving and authorizing execution of four Owner Purchase Agreements, and approving and accepting four Temporary Construction Easements, in conjunction with the 12th Street Reconstruction Project.

Resolution #21,902, setting March 16, 2020 as the date of public hearing on a proposal to undertake a public improvement project for the Oak Park Sanitary Sewer Repair Project and to authorize acquisition of private property for said project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #21,896 through #21,902 duly passed and adopted.

- 52709 - It was moved by Darrah and seconded by Miller that Resolution #21,903, approving and adopting revised Rules of Procedure for the Board of Adjustment, be adopted. Following a question by Councilmember Harding and response by City Administrator Gaines, 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 #21,903 duly passed and adopted.
- 52710 - It was moved by Darrah and seconded by Miller that Resolution #21,904, approving and authorizing execution of an application to the Black Hawk County Metropolitan Area Transportation Policy Board (MPO) for Iowa's Transportation Alternatives Program (TAP) funding relative to the Lake Street Trail Project, be adopted. Following a question by Councilmember Miller and responses by Community Services Manager Howard 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, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,904 duly passed and adopted.
- 52711 - It was moved by deBuhr and seconded by Miller that Resolution #21,905, approving and authorizing execution of a Sturgis Falls Celebration Agreement for Use of City Parks and Services with Sturgis Falls Celebration, Inc., be adopted.

Following questions and comments by Councilmembers Taiber, Miller, Sires and Darrah and responses by Finance and Business Operations Director Rodenbeck 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 #21,905 duly passed and adopted.

52712 - It was moved by Darrah and seconded by Miller that Resolution #21,906, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the University Avenue Reconstruction Project, Phase 3, be adopted. Following a question by Councilmember Miller and response 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 #21,906 duly passed and adopted.

52713 - It was moved by Miller and seconded by deBuhr to repass over Mayor's veto, Resolution #21,893, approving immediate implementation of the Public Safety Program including reorganization of the Public Safety Department. City Administrator Gaines and Mayor Green responded to questions by Councilmembers Harding, Darrah and Taiber.

The following individuals spoke in support of upholding the veto:

Whitney Smith, 2904 Neola Street
Leah Nordman, 927 West 14th Street
Bailey Chuckle, 9719 West Cedar Wapsi Road
Lea Ann Saul, 1825 West Greenhill Road
Penny Popp, 4805 South Main Street
Richard Hinz, 1219 Western Avenue
Jim Skaine, 2215 Clay Street
Kara Bigelow-Baker, 1826 Quail Run Lane
Thomas (T.J.) Frein, 1319 Austin Way
Jeremy Sulentic, 1008 Rocklyn Street
Kim Groninga, 1410 Hawthorne Drive
Joshua Sulentic, 1008 Rocklyn Street
Minette Bell Anderson, 2508 Union Road
Rosemary Beach, 5018 Sage Road
Jennifer Rasmussen, 3030 Grand Boulevard
Art Lupkes, 3227 Midway Drive
Linda Minikus, 1626 West Lone Tree Road
Marsha Buttgen, Waterloo
Debra Rhoades, 2603 Pleasant Drive
Meghan Kreimeyer, 3111 Carlton Drive
Greg Saul, 1825 West Greenhill Road
Jennie Hansel, 219 Angie Drive
Patricia Skiles, 2109 West 8th Street
Ben Smith, 2904 Neola Street
Cathy Pingel, 311 Angie Drive

The following individuals spoke in support of overriding the veto:

Ken Lockard, 1120 Lakeview Drive

Kelly Dunn, 915 Royal Drive

Public Safety Services Director Olson responded to a question by Steven Aries, 2728 Hiawatha Road, and City Administrator Gaines, Public Safety Services Director Olson and Mayor Green responded to additional questions and comments by Councilmembers.

Following a statement by Mayor Green and comments by Councilmembers Darrah and Miller, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah, Taiber. Nay: Harding, Sires. Motion carried. The Mayor then declared the veto of Resolution #21,893 overruled.

- 52714 - It was moved by Kruse and seconded by Darrah that the bills and payroll of March 2, 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. Following questions by Jim Skaine, 2215 Clay Street, and Councilmember deBuhr, and responses by Finance and Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
- 52715 - It was moved by Darrah and seconded by Harding to refer to the Committee of the Whole a request for a city-sponsored fireworks display. Following clarification by Councilmember Taiber, the motion carried unanimously.
- 52716 - Public Works Director Schrage responded to comments by Councilmember Taiber regarding funding sources for future permeable alley projects.
- 52717 - Northern Iowa Student Government Liaison Rebecca Aberle announced upcoming events at the University of Northern Iowa.
- 52718 - Kelly Dunn, 915 Royal Drive, encouraged everyone to vote in the upcoming Special Election.

Penny Popp, 4805 South Main Street, and Emily Kerr, 2001 Hawthorne Drive, expressed their disappointment with Council action tonight.

Joshua Sulentic, 1008 Rocklyn Street, spoke about the effects of losing everything in a fire.

Jeremy Sulentic, 1008 Rocklyn Street, commented on mutual aid with surrounding communities.

- 52719 - It was moved by Kruse and seconded by Taiber that the meeting be adjourned at 9:55 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION ADOPTING AND LEVYING THE FINAL SCHEDULE OF ASSESSMENTS FOR THE 2019 SIDEWALK ASSESSMENT PROJECT, ZONE 2

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received the final schedule of assessments showing the assessments proposed to be made for the construction of the 2019 Sidewalk Assessment Project, Zone 2, Cedar Falls, Iowa, completed under contract by Feldman Concrete of Dyersville, Iowa, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said schedule of assessments; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of construction of the said improvements. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements.

NOW THEREFORE, be it resolved that said assessments of \$500.00 or more shall be payable in five (5) equal annual installments and shall bear interest at 1.5% per month, from the date of acceptance of the improvements (February 3, 2020); the first installment of each assessment, or total amount thereof, if it be less than \$500, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2020; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semi-annual payment of ordinary taxes. Said assessments shall be payable at the office of the County Treasurer of Black Hawk County, Iowa.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby authorized and directed to certify said final assessments to the County Treasurer of Black Hawk County, Iowa, to be collected in the same manner as property taxes.

APPROVED AND ADOPTED this 16th day of March, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls, Iowa

**FINAL SCHEDULE OF ASSESSMENTS FOR THE
2019 SIDEWALK ASSESSMENT PROJECT,
ZONE 2

CEDAR FALLS, IOWA**

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

Final Statement of Expenditures for Material and Labor

Property Owner	Mailing Address	City	State	Zip Code	Location	Legal Description	Total Cost	PAID-X
Brian Scheider	2596 Midway Avenue	Denver	IA	50622	1003 Bluff Street	8914-12-458-003	\$481.92	X
Leann Canty	5720 Zephyr Street	Arvada	CO	80002	1003 College Street	8914-11-484-003	\$572.98	X
Theodore Gerdes	1003 Tremont Street	Cedar Falls	IA	50613	1003 Tremont Street	8914-12-362-002	\$977.53	X
Joshua 24 15 Properties LLC	P.O. Box 304	Cedar Falls	IA	50613	1003 West 9th Street	8914-11-477-007	\$443.98	X
Sydney Jergens	1004 Walnut Street	Cedar Falls	IA	50613	1004 Walnut Street	8914-12-361-001	\$1,488.58	
Jim Jones	1007 West 11th street	Cedar Falls	IA	50613	1007 West 11th Street	8914-11-483-009	\$184.48	X
Sarai Donoso Yanez	1007 West 7th Street	Cedar Falls	IA	50613	1007 West 7th Street	8914-11-426-017	\$208.63	X
James Burford	1008 Walnut Street	Cedar Falls	IA	50613	1008 Walnut Street	8914-12-361-009	\$245.38	X
Ricky Loomis	1009 Walnut Street	Cedar Falls	IA	50613	1009 Walnut Street	8914-12-360-004	\$305.83	X
Josh Hakanson	1010 College Street	Cedar Falls	IA	50613	1010 College Street	8914-12-359-010	\$229.93	
Ryan Williams	1301 Grant Street	Webster City	IA	50595	1010 West 9th Street	8914-11-480-004	\$267.88	X
CV Properties LLC	P.O. Box 128	Cedar Falls	IA	50613	1012 Clay Street	8914-12-386-008	\$252.43	
Aaron Davis	1012 West 7th Street	Cedar Falls	IA	50613	1012 West 7th Street	8914-11-428-004	\$290.38	X
Barry Green	1014 West 9th Street	Cedar Falls	IA	50613	1014 West 9th Street	8914-11-480-003	\$1,104.58	
Michael Davidson	1015 Franklin Street	Cedar Falls	IA	50613	1015 Franklin Street	8914-12-384-005	\$615.58	
Danny Berregaard	9032 Beaver Meadows Lane	Cedar Falls	IA	50613	1015 Walnut Street	8914-12-360-005	\$743.38	X
Nelis Thulstrup	1016 Walnut Street	Cedar Falls	IA	50613	1016 Walnut Street	8914-12-361-008	\$238.03	X
Corinne Kriol Robinson/BJW Holdings	1018 Main Street	Cedar Falls	IA	50613	1018 Main Street	8914-12-455-014	\$405.27	X
Eric Foth	1018 West 8th Street	Cedar Falls	IA	50613	1018 West 8th Street	8914-11-477-003	\$226.63	
Joan Frisch	1019 West 11th Street	Cedar Falls	IA	50613	1019 West 11th Street	8914-11-483-012	\$270.73	X
Sandra Luttchens	1020 Clay Street	Cedar Falls	IA	50613	1020 Clay Street	8914-12-386-007	\$245.38	X
K3D LLC	P.O. Box 128	Cedar Falls	IA	50613	1021 Clay Street	8914-12-385-006	\$565.63	
1021 Grove Co op Inc	P.O. Box	Cedar Falls	IA	50613	1021 Grove Street	8914-12-457-006	\$283.32	
Michael Gassman	1021 State Street	Cedar Falls	IA	50613	1021 State Street	8914-12-455-007	\$1,228.47	X
Benjamin Rettinger	1021 Walnut Street	Cedar Falls	IA	50613	1021 Walnut Street	8914-12-360-010	\$380.23	X
Thomas Firrone	1021 West 12th Street	Cedar Falls	IA	50613	1021 West 12th Street	8914-11-486-017	\$481.63	X
Hagedorn Housing LLC	1634 260th Street	Janesville	IA	50647	1022 Bluff Street	8914-12-457-007	\$1,427.07	X
Amy Staples	1022 Walnut Street	Cedar Falls	IA	50613	1022 Walnut Street	8914-12-361-007	\$470.08	X
Kathleen Scholl	1027 West 9th Street	Cedar Falls	IA	50613	1027 West 9th Street	8914-11-477-013	\$679.78	X
1103 Main Co op Inc	P.O. Box 128	Cedar Falls	IA	50613	1103 Main Street	8914-12-391-003	\$1,293.42	
MB Rentals II LLC	1723 Pinehurst Lane	Waterloo	IA	50701	1103 State Street	8914-12-458-004	\$694.93	
William Wood	1103 West 10th Street	Cedar Falls	IA	50613	1103 West 10th Street	8914-11-479-009	\$694.93	X
Sharon Geltz	1103 West 9th Street	Cedar Falls	IA	50613	1103 West 9th Street	8914-11-476-008	\$253.48	X
David Juhl	1104 Bluff Street	Cedar Falls	IA	50613	1104 Bluff Street	8914-12-463-001	\$573.12	X
Ashlyn Ryan	1104 Clay Street	Cedar Falls	IA	50613	1104 Clay Street	8914-12-390-001	\$832.03	
Terrance McClellan	1105 Walnut Street	Cedar Falls	IA	50613	1105 Walnut Street	8914-12-364-003	\$397.93	X
Colleen Keller	1109 West 8th Street	Cedar Falls	IA	50613	1109 West 8th Street	8914-11-427-010	\$267.88	X
Stephanie Marra	1111 College Street	Cedar Falls	IA	50613	1111 College Street	8914-11-486-011	\$268.48	X
RENTCF LLC	P.O. Box 1144	Cedar Falls	IA	50613	1111 West 9th Street	8914-11-476-010	\$195.88	X
Montell McFarlane	1112 Main Street	Cedar Falls	IA	50613	1112 Main Street	8914-12-458-012	\$252.43	X
Kaleigh Biederwolf	1113 West 8th Street	Cedar Falls	IA	50613	1113 West 8th Street	8914-11-427-011	\$267.88	X
Harringtons Rental LLC	1018 West 10th Street	Cedar Falls	IA	50613	1115 State Street	8914-12-458-006	\$386.98	X

CV Properties II LLC	P.O. Box 128	Cedar Falls	IA	50613	1115 West 11th Street	8914-11-482-012	\$676.03	
Marietta Thompson	1116 Franklin Street	Cedar Falls	IA	50613	1116 Franklin Street	8914-12-389-008	\$451.03	X
Steven Bamberger	1116 Washington Street	Cedar Falls	IA	50613	1116 Washington Street	8914-12-391-011	\$214.48	X
Christopher Rouw	1119 West 11th Street	Cedar Falls	IA	50613	1119 West 11th Street	8914-11-482-013	\$459.88	X
James Lilly	1120 Main Street	Cedar Falls	IA	50613	1120 Main Street	8914-12-458-010	\$604.78	X
Dollys Rentals LLC	P.O. Box 128	Cedar Falls	IA	50613	1120 Washington Street	8914-12-391-010	\$245.38	
Michael Martinez	1124 Main Street	Cedar Falls	IA	50613	1124 Main Street	8914-12-458-016	\$222.58	
Lauren Grams	1124 West 4th Street	Cedar Falls	IA	50613	1124 West 4th Street	8914-11-426-004	\$177.28	X
K3D LLC	P.O. Box 128	Cedar Falls	IA	50613	1125 Main Street	8914-12-391-013	\$268.93	
Keith Jones	1126 Tremont Street	Cedar Falls	IA	50613	1126 Tremont Street	8914-12-388-006	\$291.13	X
Justin Piggott	604 Allamakee Street	Waukon	IA	52172	113 East 8th Street	8914-12-451-002	\$344.52	X
Natasha Russell	114 East 9th Street	Cedar Falls	IA	50613	114 East 9th Street	8914-12-451-011	\$260.52	X
Ralph Greenwood	1210 West 8th Street	Cedar Falls	IA	50613	1206/1210 West 8th Street	8914-11-476-001	\$275.98	X
Sydney Layton	1207 West 10th Street	Cedar Falls	IA	50613	1207 West 10th Street	8914-11-479-015	\$267.88	X
Todd Gray	1207 West 11th Street	Cedar Falls	IA	50613	1207 West 11th Street	8914-11-482-015	\$276.28	X
DSMM LLC	3842 West Airline Hwy	Waterloo	IA	50703	1208 West 4th Street	8914-11-426-002	\$352.63	
Jennifer Tegtmeier	1211 West 10th Street	Cedar Falls	IA	50613	1211 West 10th Street	8914-11-479-016	\$268.93	
Green Door Properties LLC	13575 Hilary Path	Hastings	MN	55033	1211 West 8th Street	8914-11-427-016	\$657.28	
Wendy Knapp	124 East 9th Street	Cedar Falls	IA	50613	124 East 9th Street	8914-12-451-006	\$911.67	X
Emma Eastman	1309 West 7th Street	Cedar Falls	IA	50613	1309 West 7th Street	8914-11-401-055	\$177.28	
Dacota Cox	1608 West 4th Street	Cedar Falls	IA	50613	1608 West 4th Street	8914-11-401-002	\$395.53	
David Vonderhaar	1106 Loren Drive	Cedar Falls	IA	50613	1609 West 5th Street	8914-11-401-032	\$329.83	X
Strebor Properties LLC	P.O. Box 604	Denver	IA	50622	1610/1612 West 6th Street	8914-11-401-038	\$203.23	X
Nunez Properties LLC	P.O. Box 183	Cedar Falls	IA	50613	1614 West 4th Street	8914-11-401-001	\$196.18	X
Travis Coulter	204 East 9th Street	Cedar Falls	IA	50613	204 East 9th Street	8914-12-410-016	\$1,407.72	X
Lance Fenner	208 East 10th Street	Cedar Falls	IA	50613	208 East 10th Street	8914-12-453-009	\$238.02	X
Laurentiu Dobrila	4137 Wynnewood Drive	Cedar Falls	IA	50613	211 East 7th Street	8914-12-410-003	\$273.12	
Hi Yield LLC	P.O. Box 128	Cedar Falls	IA	50613	215 West 9th Street	8914-12-378-010	\$1,034.83	
Rian Dallenbach	216 West 11th Street	Cedar Falls	IA	50613	216 West 11th Street	8914-12-390-002	\$213.28	X
MB Rentals II LLC	1723 Pinehurst Lane	Waterloo	IA	50701	220 East 9th Street	8914-12-410-014	\$222.57	
CV Properties II LLC	P.O. Box 128	Cedar Falls	IA	50613	220 West 9th Street	8914-12-382-001	\$475.48	
Stephen Nelson	224 East 9th Street P.O. Box 187	Cedar Falls	IA	50613	224 East 9th Street	8914-12-410-013	\$565.92	
CV Properties II LLC	P.O. Box 128	Cedar Falls	IA	50613	309 West 10th Street	8914-12-381-006	\$162.88	
Robert Etheredge	322 West 6th Street	Cedar Falls	IA	50613	322 West 6th Street	8914-12-336-001	\$898.93	X
Rick Knivsland	414 West 11th Street	Cedar Falls	IA	50613	414 West 11th Street	8914-12-388-009	\$371.68	X
Kaleen Kirchner	P.O. Box 1662	Waterloo	IA	50704	416 West 8th Street	8914-12-376-002	\$329.83	
Bruce Holmes	506 Barbara Drive	Cedar Falls	IA	50613	506 Barbara Drive	8914-11-402-001	\$203.23	X
Carrie Kruse	515 West 11th Street	Cedar Falls	IA	50613	515 West 11th Street	8914-12-362-006	\$260.53	X
Matthew Billman	516 West 6th Street	Cedar Falls	IA	50613	516 West 6th Street	8914-12-312-002	\$191.98	
Larry Heying	608 N Pleasant Hill	New Hampton	IA	50659	516 West 7th Street	8914-12-316-002	\$263.68	X
Matthew Parziale	520 Barbara Drive	Cedar Falls	IA	50613	520 Barbara Drive	8914-11-402-029	\$352.63	X
CV Properties II LLC	P.O. Box 128	Cedar Falls	IA	50613	523 West 7th Street	8914-12-312-009	\$213.28	
Pauline Hanson	524 West 11th Street	Cedar Falls	IA	50613	524 West 11th Street	8914-12-365-006	\$603.88	X
Timothy Conlon	524 West 7th Street	Cedar Falls	IA	50613	524 West 7th Street	8914-12-316-001	\$649.93	
First National Bank of CF	602 Main Street P.O. Box 189	Cedar Falls	IA	50613	602 Main Street	8914-12-407-001	\$610.77	X
Elizabeth Poole	603 Franklin Street	Cedar Falls	IA	50613	603 Franklin Street	8914-12-335-003	\$617.23	X
R2R Properties LLC	1522 Athens Court	Cedar Falls	IA	50613	603 Iowa Street	8914-12-311-004	\$1,000.03	X
Edward Maslak	4032 Wynnewood Drive	Cedar Falls	IA	50613	603 Tremont Street	8914-12-312-004	\$748.03	X
Michelle Hundley	603 West 10th Street	Cedar Falls	IA	50613	603 West 10th Street	8914-12-357-005	\$413.38	

Dollys Rentals LLC	P.O. Box 128	Cedar Falls	IA	50613	604 Clay Street	8914-12-337-015	\$243.88	
Russell Culbertson	607 Tremont Street	Cedar Falls	IA	50613	607 Tremont Street	8914-12-312-005	\$222.88	X
Tabitha Reuter	609 Iowa Street	Cedar Falls	IA	50613	609 Iowa Street	8914-12-311-005	\$466.78	
ARJ Properties LLC	2025 Donald Drive	Cedar Falls	IA	50613	609 West 10th Street	8914-12-357-006	\$184.93	X
MDK Enterprises LLC	3842 West Airline Hwy	Waterloo	IA	50703	613 Walnut Street	8914-12-310-006	\$276.28	X
Elisabeth Heying	615 West 12th Street	Cedar Falls	IA	50613	615 West 12th Street	8914-12-365-015	\$263.68	X
Alyssa Connell	615 West 7th Street	Cedar Falls	IA	50613	615 West 7th Street	8914-12-311-008	\$195.88	X
Robin Nicholson	616 Olive Street	Cedar Falls	IA	50613	616 Olive Street	8914-12-310-012	\$222.88	X
Rockys Rentals LLC	1954 Rainbow Drive	Waterloo	IA	50701	616 West 8th Street	8914-12-353-002	\$557.83	
Maribeth Woolsey	621 Olive Street	Cedar Falls	IA	50613	621 Olive Street	8914-12-309-007	\$390.88	X
Sarah Kiani	13575 Hilary Path	Hastings	MN	55033	621 Tremont Street	8914-12-312-007	\$456.88	
Aaron Knutson	622 Main Street	Cedar Falls	IA	50613	622 Main Street	8914-12-407-003	\$1,442.07	X
Rachele Morgan	622 West 6th Street	Cedar Falls	IA	50613	622 West 6th Street	8914-12-311-001	\$679.48	X
Marc Kidder	624 West 9th Street	Cedar Falls	IA	50613	624 West 9th Street	8914-12-357-001	\$268.93	X
Hadedorn Housing LLC	1634 260th Street	Janesville	IA	50647	702 State Street	8914-12-410-001	\$245.37	X
G S and L investments Inc.	704 Main Street P.O. Box 523	Cedar Falls	IA	50613	702/704 Main Street	8914-12-409-001	\$256.47	
Allen Wolf	3540 Kingswood Place	Waterloo	IA	50701	703 Iowa Street	8914-12-315-003	\$421.48	X
Douglas Piphon	703 Tremont Street	Cedar Falls	IA	50613	703 Tremont Street	8914-12-316-003	\$283.33	X
CV Properties LLC	P.O. Box 128	Cedar Falls	IA	50613	709 Iowa Street	8914-12-315-004	\$1,418.83	
Mark Ludwig	109 Walnut Street	Cedar Falls	IA	50613	709 State Street	8914-12-409-005	\$222.57	X
Peter Ferrel	709 Tremont Street	Cedar Falls	IA	50613	709 Tremont Street	8914-12-316-004	\$260.83	
Tyler O'Brien	407 Olive Street	Cedar Falls	IA	50613	713 State Street	8914-12-409-006	\$413.07	X
Matthew Shaner	1718 Maplewood Drive	Cedar Falls	IA	50613	714 Olive Street	8914-12-314-009	\$229.93	X
Christopher Kliewer	715 Tremont Street	Cedar Falls	IA	50613	715 Tremont Street	8914-12-316-005	\$267.88	
Mark Wilson	716 Bluff Street	Cedar Falls	IA	50613	716 Bluff Street	8914-12-411-015	\$2,197.77	X
John Dutcher	1238 Clark Drive	Cedar Falls	IA	50613	722 West 7th Street	8914-12-314-001	\$847.78	
Robert Severin	724 State Street	Cedar Falls	IA	50613	724 State Street	8914-12-410-021	\$222.57	X
KEL MAR LC	619 East 19th Street	Cedar Falls	IA	50613	801/803 State Street	8914-12-451-003	\$464.22	
Bobbie Kattelman	803 Franklin Street	Cedar Falls	IA	50613	803 Franklin Street	8914-12-376-004	\$230.23	X
John Sheehan	1809 Gibson Street	Cedar Falls	IA	50613	803 Iowa Street	8914-12-353-004	\$222.43	
LDN Properties LLC	P.O. Box 2094	Waterloo	IA	50704	803 Tremont Street	8914-12-354-004	\$913.18	
Brett Meyers	803 West 12th Street	Cedar Falls	IA	50613	803 West 12th Street	8914-12-363-004	\$1,084.03	
Jayson Treloar	804 Olive Street	Cedar Falls	IA	50613	804 Olive Street	8914-12-352-001	\$1,474.03	
Meghan Horan	804 State Street	Cedar Falls	IA	50613	804 State Street	8914-12-410-019	\$1,299.72	
Alexis Higgins	804 West 6th Street	Cedar Falls	IA	50613	804 West 6th Street	8914-12-309-004	\$267.88	
Alicyn McCalley	804 West 7th Street	Cedar Falls	IA	50613	804 West 7th Street	8914-12-313-003	\$229.93	X
CNC Investments LLC	5317 University Avenue	Cedar Falls	IA	50613	805 Main Street	8914-12-379-003	\$412.03	
ARJ Properties LLC	4724 Loren Drive	Cedar Falls	IA	50613	809 Grove Street	8914-12-411-006	\$195.87	
CV Properties II LLC	P.O. Box 128	Cedar Falls	IA	50613	809 Washington Street	8914-12-378-003	\$183.88	
Laurentiu Dobrila	4137 Wynnewood Drive	Cedar Falls	IA	50613	809 West 11th Street	8914-12-359-012	\$196.18	
Joy Aegerter	809 West 12th Street	Cedar Falls	IA	50613	809 West 12th Street	8914-12-363-005	\$474.13	X
Michelle Schons	809 West 8th Street	Cedar Falls	IA	50613	809 West 8th Street	8914-12-313-007	\$273.43	
Jessica Stortz	810 Tremont Street	Cedar Falls	IA	50613	810 Tremont Street	8914-12-376-010	\$267.88	X
Kyle Ahlers	P.O. Box 1068	Cedar Falls	IA	50613	812 State Street	8914-12-410-018	\$481.62	X
Karla Brennscheidt	813 Clay Street	Cedar Falls	IA	50613	813 Clay Street	8914-12-377-006	\$229.93	X
Carolyn Brown	815 Franklin Street	Cedar Falls	IA	50613	815 Franklin Street	8914-12-376-006	\$222.58	
Chance Hoskinson	815 Iowa Street	Cedar Falls	IA	50613	815 Iowa Street	8914-12-353-006	\$488.98	X
Lukas Rohm	816 Walnut Street	Cedar Falls	IA	50613	816 Walnut Street	8914-12-353-010	\$404.23	
K3D LLC	P.O. Box 128	Cedar Falls	IA	50613	816 Washington Street	8914-12-379-007	\$195.88	

Daniel Cotton	820 West 8th Street	Cedar Falls	IA	50613	820 West 8th Street	8914-12-351-001	\$267.88	X
Michael Conrad	821 Olive Street	Cedar Falls	IA	50613	821 Olive Street	8914-11-476-005	\$1,202.83	X
Dustin Arends	2406 Cottage Row Road	Cedar Falls	IA	50613	822 Grove Street	8914-12-459-004	\$167.97	
DT Rentals LLC	32322 140th Street	Cedar Falls	IA	50613	822 West 6th Street	8914-12-309-001	\$462.73	X
Scott Wilks	823 Franklin Street	Cedar Falls	IA	50613	823 Franklin Street	8914-12-376-007	\$1,663.03	
Timothy Dodd	903 Iowa Street	Cedar Falls	IA	50613	903 Iowa Street	8914-12-357-002	\$619.33	X
Drew Waseskuk	903 Walnut Street	Cedar Falls	IA	50613	903 Walnut Street	8914-12-356-003	\$245.38	X
Robert Wray	903 West 10th Street	Cedar Falls	IA	50613	903 West 10th Street	8914-11-481-004	\$404.98	
Bradlee Kasprzak	904 State Street	Cedar Falls	IA	50613	904 State Street	8914-12-453-001	\$977.52	X
Helen Harton	904 Washington Street	Cedar Falls	IA	50613	904 Washington Street	8914-12-383-001	\$207.43	X
Dennis Huffman	910 Clay Street	Cedar Falls	IA	50613	910 Clay Street	8914-12-382-008	\$858.88	
James McCarty	910 Franklin Street	Cedar Falls	IA	50613	910 Franklin Street	8914-12-381-009	\$444.43	X
CV Properties Housing COOP Assoc	P.O. Box 128	Cedar Falls	IA	50613	910 State Street	8914-12-453-012	\$275.97	
Angela Petersen	846 Riehl Street	Waterloo	IA	50703	911 Bluff Street	8914-12-453-004	\$222.57	
Ronald Johnson	915 Iowa Street	Cedar Falls	IA	50613	915 Iowa Street	8914-12-357-004	\$344.53	X
Mary Elizabeth Spreitzer	240 25th Street Drive SE	Cedar Rapids	IA	52403	915 State Street	8914-12-452-004	\$1,382.52	
Dollys Rentals LLC	P.O. Box 128	Cedar Falls	IA	50613	915 West 9th Street	8914-11-478-006	\$481.63	
Cynthia Youde	916 West 10th Street	Cedar Falls	IA	50613	916 West 10th Street	8914-11-484-002	\$213.28	X
Swan Properties LLC	3435 Lafayette Road	Evansdale	IA	50707	921 Clay Street	8914-12-381-005	\$908.68	X
Stephen Miller	921 Franklin Street	Cedar Falls	IA	50613	921 Franklin Street	8914-12-380-006	\$428.83	X
Kelsey Smith	921 West 10th Street	Cedar Falls	IA	50613	921 West 10th Street	8914-11-481-006	\$238.03	X
Lars Lee	922 College Street	Cedar Falls	IA	50613	922 College Street	8914-12-355-006	\$192.28	
Ronald Morlan	922 West 10th Street	Cedar Falls	IA	50613	922 West 10th Street	8914-11-484-001	\$592.48	X
Yu Ting Su	927 West 12th Street	Cedar Falls	IA	50613	927 West 12th Street	8914-11-486-015	\$481.93	X

\$79,205.70
Unpaid Assessments **\$33,621.39**

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Terra Ray, Engineer Tech II

DATE: March 11, 2020

SUBJECT: Oak Park Sanitary Sewer Repair
City Project Number SA-002-3182
Public Hearing for Right of Way Acquisition

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

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

We recommend that the Council schedule a Public Hearing for March 16, 2020, to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Director of Public Works
Matthew Tolan, Civil Engineer II

Mayor Green,

It is with regret that I am writing to inform you of my need to resign my position on the Cedar Falls Park & Recreation Commission effective March 1, 2020.

I have recently accepted a position with Main Street Iowa, which will require me to travel extensively throughout the State during the week. I will be unable to regularly attend commission meetings, a requirement of any good commission member. I feel it is best for me to make room for someone who is better able to devote the time and energy necessary to be a contributing member of the commission and as well as a positive advocate for the Park & Recreation Department.

It has been a pleasure being a part of the Park & Recreation Commission. In closing, I'd like to thank the employees of the Community Development and Public Works Departments for their tireless work to make Cedar Falls such a terrific place to live.

Best regards,

Carol

Carol Lilly



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

ITEM 7.

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: March 11, 2020
SUBJECT: Board of Adjustment Reappointments
REF: Code of Ordinances, City of Cedar Falls §26-59: Historic Preservation Commission

1. In accordance with reference (a), and after applicant interviews by City Council, staff and me, I am recommending the following individuals for reappointment to the Cedar Falls Board of Adjustment for a term of five years.

- a. Sue Beach (Reappointment) – term ends 3/31/2025
- b. Amy Lang (Reappointment) – term ends 3/31/2025

#

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

March 2, 2020

The Committee of the Whole met in the Council Chambers at 5:30 p.m. on March 2, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members attended from all City Departments. Andrew Wind with the *Waterloo Courier*, Danny Laudick with Red Cedar, Sue Beach, Amy Lang, as well as members of the community were in attendance.

Mayor Green called the meeting to order and introduced the first item on the agenda, Board of Adjustment Interview Sue Beach. Ms. Beach is a reappointment and has been on the board since 2010. A brief discussion was held.

Mayor Green introduced the second item Board of Adjustment Interview Amy Lang. Ms. Lang is another reappointment and has been on the board since 2013. A brief discussion was held.

Mayor Green continued with the third item Hearst Visioning Committee. Heather Skeens Cultural Programs Supervisor started her review with the history of the Hearst Center for the Arts and the discussions for expansion over the years. She stated they held monthly meetings to review what the expansion might look like. She reviewed five different recommendations:

- Minor Expansion of current location
- Major Expansion including the 224 Seerley Blvd. land
- New Building on current site
- New Location in Downtown area
- Current location plus a Satellite location

Ms. Skeens explained the current limitations in the current facility. She stated they held two listening sessions and assessed user information. She stated they had various site visits to similar institutes in Iowa. Ms. Skeens stated they looked at 14 project drivers in reviewing the five recommendations; through this process they eliminated the minor expansion at the current location and the option for a satellite location and current location. She stated the visioning committee's primary recommendation is a new building at an off-site location within or adjacent to the cultural and entertainment district and their secondary recommendation is a major expansion on-site. She reviewed the Capital Improvements Plan (CIP) funding both available and potential sources. She explained the next steps including drafting an RFP to find a new location. She offered for Council to visit the Hearst Center for a tour of the current facility. A brief discussion was held.

Mayor Green introduced the fourth item on the agenda Red Cedar Update. Danny Laudick reviewed the mission statement of Red Cedar. He reviewed the key partnerships. He explained where new startup companies are falling short and how they are receiving help through key findings and opportunities. Mr. Laudick reported

they have just over 100 people working at Mill Race Co-working representing 30 different companies. He stated they secured two additional seed fund investors in 2019. Mr. Laudick reviewed the Founder Programs the startup companies can participate in.

There being no discussion, Mayor Green moved to the final item on the agenda, bills and payroll. Daryl Kruse moved to approve the bills and payroll as presented, and Simon Harding seconded the motion. The motion carried unanimously.

There being no further discussion, Daryl Kruse motioned to adjourn, and Mark Miller seconded the motion. Mayor Green adjourned the meeting at 6:23 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

ADMINISTRATION COMMITTEE
City Hall – Duke Young Conference Room
March 10, 2020

The Administration Committee met open session in the Duke Young Conference Room of City Hall at 5:04 p.m. on March 10, 2020, with the following Committee members in attendance: Susan deBuhr (Chair), Mark Miller, Daryl Kruse, Frank Darrah, Dave Sires and Nick Taiber. City Administrator Gaines, Directors Rodenbeck, Schrage and Olson, Fire Chief Bostwick, City Council representative Attorney Rogers and City management representative Attorney Galloway were also in attendance, along with Cedar Falls Firefighters Association Local 1366 President Scott Dix and other members of the public.

Chair deBuhr called the meeting to order and introduced the hearing to consider the appeal of an employee grievance denial. Attorney Rogers advised the Committee of their role at the hearing and explained that this was the final step for the City. Attorney Galloway requested that the grievance be considered moot based on City Council's action on March 2, 2020. The Committee found that while the issue may or may not be moot, it would hear the grievance. Attorneys Galloway and Rogers advised that the grievance hearing must stay germane to the collective bargaining agreement and whether the denial of a vacation request was a violation of the bargaining agreement.

Chairperson deBuhr began by asking Mr. Dix to explain the grievance. Dix offered into evidence Exhibits 1-12. Following comments by Galloway, Rogers and Dix, the Committee admitted Exhibits 1-8 into evidence, but rejected Exhibits 9-12 based on relevance because they were not applicable to specific provisions of the bargaining agreement. Dix stated that Firefighter Johnson was denied nine consecutive days of vacation on January 28, 2020 by Fire Battalion Chief Stensland, and argued that this was a change in practice and was a mandatory subject of bargaining. Dix admitted that the scheduling of vacations is "outside the contract", but Dix argued that fire policies supersede City policies, and that fire personnel were never held to the City policy until the revised notice was posted on January 16, 2020 (Exhibit 7). Dix also stated that the City's policy isn't being applied equally because some staff was being approved for longer vacations.

Director Olson stated that there was no fire policy in the Fire Standard Operating Procedures that addresses vacation scheduling and explained that City Policy 506 (Exhibit 4) provides for discretion by the Department Director to approve longer vacations, and he provided examples of those approved due to special circumstances.

Attorney Galloway stated that the parties agree that the collective bargaining agreement does not address scheduling of vacation and he argued that it is management's position that the issue would then fall back on City policy. The Committee agreed. Galloway requested that the Committee deny the grievance as being moot or deny it because it doesn't meet the definition of a grievance because there is no language in the contract being violated.

Following questions by Committee members and responses by Dix, Olson, Galloway and Rogers, it was moved by Sires and seconded by Kruse to adjourn to closed session for deliberation by the Committee. Motion carried unanimously. The Committee adjourned to closed session for deliberation at 6:05 p.m.

Chair deBuhr reconvened to open session at 6:29 p.m.

Following procedural instructions by Chair deBuhr, it was moved by Taiber and seconded by Miller to deny the grievance. Motion carried unanimously.

It was then moved by Taiber and seconded by Miller to direct City Attorney Rogers to draft the decision. Motion carried unanimously.

It was moved by Darrah and seconded by Miller that the meeting be adjourned at 6:31 p.m. Motion carried unanimously.

Minutes by Jacqueline Danielsen, City Clerk



ROBERT M. GREEN

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

ITEM 10.

MEMORANDUM
Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: March 11, 2020
SUBJECT: Departmental Monthly Reports Submission – January 2020
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

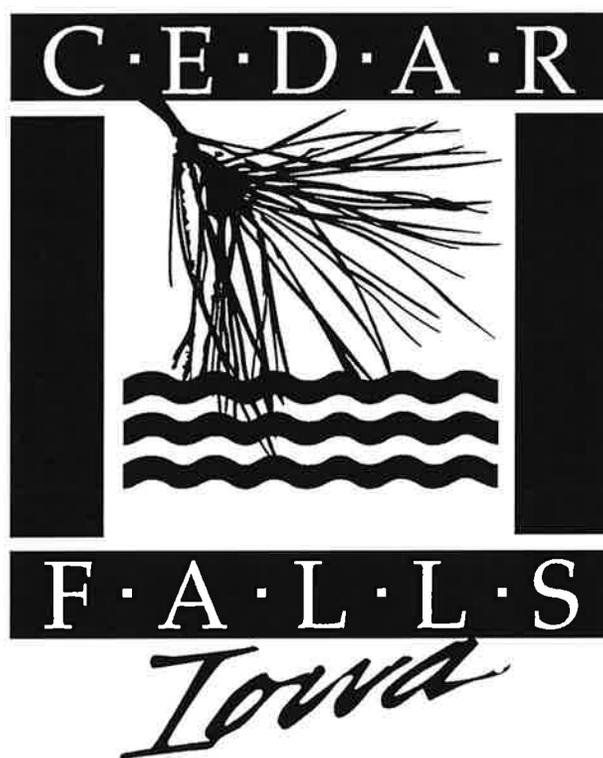
1. As required by reference (a), I have reviewed the activities of the City's departments for the month of January and am providing them to the City Council as enclosure (1).
2. Reference (a), notes that the Mayor shall "*make oral or written reports to the city council at the first meeting of the month*". To comply with the 'first meeting' requirement, I will submit the February 2020 report at the council's April 6, 2020 meeting. I apologize for my oversight on the current report.
3. Please contact the City Administrator, Ron Gaines, or me with any questions about this report.

#

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

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



January 2020

JANUARY 2020 MONTHLY REPORTS
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**FINANCIAL SERVICES
JANUARY 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 \$5,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$5,500,000.00
CD's Purchased	1	4,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$170,719.35

FY21 Budget

The preliminary FY2021-2023 Financial Plan was prepared for the Council for their committee meeting on February 3rd. The Financial Plan includes various financial information and charts illustrating the City's proposed expenditures and revenues for FY2021 and projections for FY2022 and FY2023. In accordance with new state requirements, a public hearing on the maximum levy was held on February 3rd with the required notices happening prior to that date. The second public hearing to approve the budget has been set for February 17th and again the required notices will occur prior the hearing. The final FY2021-2023 Financial Plan will be completed after that date.

The state required budget forms were completed in January. The state budget forms include the FY2021 budget figures as well as the FY2019 actual figures and the FY2020 projected figures.

Payroll

All W-2s for employees of the City of Cedar Falls were printed and checked for accuracy. They were distributed to employees with their paychecks prior to the January 31st deadline. In addition, all required 1099s were printed and distributed to various vendors in January.

Also included with each W-2 was a 2019 Benefit Summary for each employee. The summary outlined all benefits paid by the City on behalf of the employees. These benefits included health insurance, life insurance, long-term disability benefits, IPERS, 411 pension, Social Security, and Medicare. All full-time employees and certain covered retirees received form 1095-C health insurance tax document to comply with coverage requirements of the Affordable Care Act.

Federal Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund was timely filed as required by HUD. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax report was filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For January, 54 payroll checks and 1,051 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 41 invoices were mailed out to customers.
7. 1,495 transactions for accounts payable were processed and approved by the City Council for payment and 533 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. 1099's for the Community Foundation were prepared and sent out by January 31, 2020. A W-2 for the Executive Director was prepared and distributed prior to January 31, 2020.
9. Continued to provide bookkeeping support for Sturgis Falls. 1099's for Sturgis Falls were prepared and sent out by January 31, 2020.
10. Continued to work with Sustainability Committee. A request for proposal was distributed to consulting firms in January with responses due back in February.

Benefit & Compensation Activities

1. The third wellness challenge of fiscal year 2020, "Declutter your life," opened for registration and recording. The challenge will run through the 18th of February. Multiple technical issues related to logging into Wellmark's Wellness Center to enroll in the challenge were experienced by employees. These issues were ultimately solved during the month. Ten participants in the 2nd wellness challenge, "Make Your Move," were selected for gift cards towards fitness trackers at the Runner's Flat during the Wellness Committee's meeting on January 15th.
2. Annual census information was downloaded and formatted in Excel to send to The Standard for their use in generating rates for the City's 7/1/20 life insurance coverage renewal. This census was sent to the Standard 1/24/20. A similar annual census of LTD insurance participants was completed for National Insurance Services. The renewal for this coverage is not until 2021, however they still require an annual census.
3. Staff continued to work with benefits consultant, Holmes Murphy & Associates, to update the City's plan document and SPD with Advantage Administrators, Inc. related to the City's FSA and HRA plans. Final versions of these documents have not been completed.
4. A "Notice of Privacy Practices" was completed for the City with the assistance of Susan Freed of Davis Brown Law Firm.
5. A letter was created to send to employee's spouse and dependents at the employee's retirement to offer the spouse and dependent's COBRA coverage, as was recommended by Holmes Murphy.

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, Building/Electrical Inspector, Maintenance Worker, Planner I, Public Safety Officers; PT positions: Administrative Assistant, Community Service Officer, Library Assistant and Intern, Maintenance Worker, Public Safety Intern, seasonal and special purpose positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the December 11th and February 5th Commission meetings, and commissioners were provided with the City's conflict of interest policy and memo/sign-off form to complete and return.
3. Employment Application revisions were forwarded to City management and intake staff for review and comment. The final version and formats are expected to be ready for use this spring. Similar revisions will be made to the Recreation Center and Public Safety Officer applications.
4. Staff assisted with Public Works employee training regarding the new Federal Motor Carrier Safety Administration (FMCSA) regulation effective January 6th.

5. Preparations for attending ISU's February 20th College of Design Career Fair with Planning Division staff continued. Fair attendance will increase exposure for Regional & Urban Planning students seeking career and internship planning related positions with the City.
6. Staff assisted in gathering information related to Civil Service promotional testing related to pending litigation.
7. The Courier Advertising Agreement renewal was finalized and prepared for February 3rd Council approval.

Miscellaneous Personnel Activities

1. Completed conflict of interest forms were returned by the various departments and were scanned into the appropriate employee's file. Not all forms for Boards & Commission members and City Council members have been returned yet. Follow up will continue until all those are received.
2. Updated Administrative Policies relating to HIPAA regulations were submitted for review by staff.
3. A signoff was added to the standard retirement letter for retirees to acknowledge receipt and their obligation to read the letter.
4. Updated performance evaluation templates were forwarded to City management.
5. Assisted with general personnel requests.
6. The part-time benefit summary was updated to reflect cafeteria plan updates.

Finance and Business Operations Information Systems Division Monthly Report January 2020

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Windows 10 Pro, Windows Updates, Adobe, Chrome, Java, VNC, Sophos, OptiView, Windows Updates and VPN client on two laptop
 - Installed CapturePerfect, CaptureOnTouch, and FileZilla for Public Safety
 - Installed DWG True View on Public Works PC
 - 7 garbage truck MDT's were given software upgrades in order to resolve an issue with not being able to add a 2020 date.
 - The VMWare View agent was installed on the Mayor's laptop for remote access.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 6 SSD hard drives for checkout laptops.
 - 3 more cameras were purchased for the downtown camera project.
 - 55" replacement TV for Rec Center
- Equipment Installations included:
 - Installed four docking stations for Inspection Services
 - Installed scanner for Payroll Administrator
 - Installed Access Point at Public Safety
 - 2 new switches were configured and deployed for our downtown camera system. These are our permanent ones, which replace the temporary ones installed last year.
 - A web camera was installed on the director of public safety's PC.
 - Our new AVAMAR backup system was deployed to the Public Safety building

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - The downtown camera, at 6th and Main, was moved from its light pole to the traffic pole. This was done because there was already a conduit going between CFU's vault and the traffic pole, in order to get fiber through.
- Security Awareness Training Program:
 - KnowBe4 Security Awareness service was reviewed, purchased and configured
 - Attended training on the system

- Researched video training and other security awareness training needed for the City.
- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, posters, half sheet fliers, postcards, vinyl, PVC panels, spring brochure
 - **Tourism:** print and digital ads, group itineraries, UNI event promo
 - **Library:** Youth Read event poster and bookmarks
 - **Other:** website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, TV slides, Our Cedar Falls materials, PowerPoint assistance
- Assistance Activities:
 - New AVAMAR backups were created for our virtual server system.
 - The Police and Public Works departments were assisted with pulling downtown camera video of a vehicle striking a city bench. A license plate was able to be identified from the video.
 - A count of door controller DCD's was pulled from our door lock system and sent off to our door lock vendor.
 - Installed new Security Certificate for CF1stop
 - Installed Tax updates for 2020 in the financial/personnell software
 - Updated Payroll and AP checks with new Mayor signature
 - Reviewed New Economic Development Website Strategic Brief
 - 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

- Digital signage at Rec Center wasn't displaying – all ports were bad (tried all ports, different cable, and confirmed by connecting to separate TV and monitor) swapped out TV
- Maria couldn't get logged in MiCollab – tried resetting her password in AD and re-installed MiCollab (created ticket with Marco)
- User kept getting prompted with PIN even printing B&W – updated printer preferences and changed copier to only print B&W
- Hearst Center Associate couldn't figure out how to use projector from laptop – navigated her through the connecting/disconnecting process via projector app
- Public Works kept getting his Outlook credentials to pop up every time he logged in Outlook – removed his old outlook credentials from Credential Manager
- Hearst Center Associate receiving errors on credit card machine – had her restart MaxGalaxy and the credit card machine
- Public Safety user couldn't access her archive after she logged in machine – Outlook loaded before her drives got mapped, I removed Outlook from her startup
- Public Records Admin needed Citrix Reloader version 4.9 (down from 4.12) on her PC to run an app (didn't work) – had her create ticket with company she was running app through
- Inspection iPad screen cracked – delivered to Quick Phix for repair
- The police data master network switch port was configured for half duplex and 100 mbps service. This was done in order to resolve link flapping, on this network port, which kept shutting down the network port. This caused issues transmitting data between the police and state.

Equipment Repairs

- Replaced scanner rollers at Public Safety
- Replaced lock on enclosure for camera at 6th and Washington

Channel 15 Programming Activities

Televised live programs from City Hall:

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

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

- **Regular production included:**
 - Produced 2 CF Boys Basketball games
 - Linn-Mar
 - Iowa City Liberty
 - Produced 2 CF Girls Basketball games
 - Iowa City High
 - Waterloo West

- Produced 2 CF Wrestling meets
 - Iowa City High
 - Cedar Rapids Prairie
 - Produced 1 Sports Talk show
 - Bowling Recap
 - Recorded College Hill Visioning public meeting
 - Recorded 1 UNI Men's Basketball for the Panther Sports Network
 - Valparaiso
 - Recorded 1 Currents Up Close show
 - College Hill Visioning
 - Recorded 1 Parent University show
 - CAPS
 - Aired 4 Panther Sports Talk summer shows
 - Aired 4 "The Heartland" shows featuring University of Iowa athletics.
 - Continued production of State Volleyball Championship documentary.
- **City News** - Continued weekly news format program "Cedar Falls City News" including the following stories:
 - Ice Harvest Festival preview
 - Water Reclamation Plant river dye test
 - Electric Charging Station across from City Hall
 - Downtown Parking changes
 - Cedar Trails Partnership
 - Pet License renewals
 - Snow Removal Ordinances
 - Cedar Falls crime numbers down for 2019
 - Imagine College Hill Visioning kicks off
 - Nick Taiber appointed to City Council
 - Highway 58 & Viking Interchange
 - **Facilities**
 - Renewed streaming license for Channel 15 for the on-line stream.

Geographical Information Systems (GIS)

- Projects:
 - Met with city staff and cemetery vendor to discuss options for upgrading current software
 - Met with city staff and permit vendor to discuss moving rental & commercial inspections in to LAMA
 - Provided update to census bureau of current city boundaries
 - Met with city staff to discuss plans for upcoming website changes for Census-related materials
 - Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee

- Web & Database:
 - Provided url for CFU to use for their workorder management software
 - Setup new web map showing calls for service for Police
 - Added new basemaps for historical aerial imagery to the web
 - Added new waterways and open drains to storm water layers for SWPPP
 - Added new, recon and restore projects to GIS for Engineering
 - Updated cemetery information from CIMS into GIS
 - Updated rental information from Firehouse into GIS
 - Updated building permits from LAMA into GIS
- Data Requests:
 - Provided owner and address lists to Planning for College Hill study area mailing
 - Provided parcels to Snyder for Cedar Heights Dr area
 - Provided address list to CFU with lat/lon values for each address
 - Provided aerial photography to study area consultant
 - Converted 3 preliminary plats from CAD for technical review
 - Provided permit values for the University Ave recon area to Planning
 - Provided planimetric data to Foth for the Center St corridor
- Maps:
 - Provided a citywide map for Engineering
 - Provided a response area map for Fire Department
 - Provided a map of College Hill study area invitees for Planning
 - Provided a map of alleys for Engineering
 - Provided a map of properties potentially affected by the whitewater project for Planning
 - Provided a map of both study areas for Planning
 - Provided maps of Washington St to Engineering for public forum
 - Provided maps to council-member for calls for service
 - Provided maps to dispatch
 - Provided maps of College Hill study area for participant feedback to Planning
 - Provided a map of Greenhill Rd corridor for Planning
 - Provided a map to Economic Dev for the updated annexation expansion
 - Provided a map of updated downtown parking areas
 - New addresses issued:
 - St. Vincent de Paul remodel – 205 Main St

Training and Staff Activities

- Meeting with IPS regarding DMV integration for new parking enforcement system
- Meeting with Engineers regarding Engineering Technology Needs.
- Met with Ramaker concerning CIMS Cloud version
- Attended demos on new document storage solutions
- Met with Info Tech customer service rep to discuss 2020 initiatives
- Met with Marco and CFU to discuss plan to get 4 digit dialing between the two locations functional again.
- Met with engineering on new Bid Notification system.
- Attended Demo on CIP software for future project.
- Met with Davenport Group on migrating Firehouse data into LAMA for the Rental Inspections and Commercial Fire Inspections.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
January 2020**

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

1. **Traffic Court:**

City Cases Filed: 162 (this number includes both City and State tickets)

Cases Set: 11 (Traffic) 1 (Code Enforcement)

Trials Held: 1 (Traffic) 0 (Code Enforcement)

2. **Code Enforcement:** Prepare for and attend trial – individual was a no show. Work with code enforcement and fire department regarding approach to hoarding situations.
3. **Miscellaneous:** Attention to matters of two (2) appeals; attend initial pretrial conference on jury trial case – changed to non-jury case.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Consultation on various labor issues
- d) Advise on CF Human Rights Commission matters

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Review & Advise—proposed tire recycling contract
- b) Review & Advice—Hearst Red House Lease
- c) Advise and Draft—parking lot agreement with River Place Properties
- d) Review and Advise—Memorandum of Agreement with CFU regarding electric vehicle charging station

7. **MAYOR/CITY COUNCIL:**

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

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) Draft Deed—Cedar Heights Drive Street Project
- g) Draft discrimination complaint response
- h) Assist with condemnation issues
- i) Assist with FMCSA forms, policies
- j) Advise on abandoned vehicle issue
- k) Additional attention to small cell ordinance
- l) Drafting of standard easement forms
- m) Drafting of Loitering Ordinance
- n) Advise on issues with Weed Ordinance
- o) Continued work on Modified Duty Risk Management Policy
- p) Drafting of form contract – Goods and Services

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) Risk Management Committee met January 15, 2020. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance.
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.

- g) FMCSA Clearinghouse; review of regulations, prepare appropriate forms, educate employees.
 - h) Webcast – CDL Drug and Alcohol Clearinghouse Roles and Responsibilities.
 - i) Annual Police Labs were completed through MercyOne Occupational Health.
 - j) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.
 - k) OSHA – completion/submission of reporting survey, online electronic reporting submitted, Form 300A posted.
 - l) Fire Physicals on-going.
11. **Personnel**
- a) Work with departments and legal counsel on disciplinary matters.
 - b) Work with departments and legal counsel on various personnel issues.
 - c) Review and process medical billing for pre and post-employment matters.
 - d) Process FMLA leave and monitor non-FMLA leaves of absence.
 - e) Review and process unemployment claims.
 - f) Review of personnel policies.
12. **Human Rights Commission (HRC):**
- a) Executive and Commission Meetings held January 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.
 - e) Commissioners attended MLK, Jr. Banquet.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
JANUARY 2020**

Public Records Activity

Prepared agendas, minutes and electronic packets for two Regular City Council, one Council Work Session and two Committee of the Whole meetings, and two Technical Review meetings.

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

City Council adopted one (1) ordinance and thirty-three (33) resolutions during the month; staff drafted twenty-five (25) of these resolutions.

Processed and issued the following:

- 2 Business Licenses
- 175 Pet licenses
- 29 Annual "Paw Park" permits
- 1 Public Event permit
- 5 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 146 Monthly Lot
- 0 Monthly Construction
- 16 Daily/Guest
- 0 Annual Dumpster

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

Recorded (13) documents with the County Recorder and (2) documents with the County Assessor.

Satisfied (8) requests for public records and responded to (1) request/concern received thru the City's on-line Service Request feature.

Reviewed applications and interviewed candidates for a vacant part-time administrative assistant position.

Prepared and administered the Oath of Office to a newly appointed councilmember.

Prepared and filed ten property assessments for expenses incurred by the City to mow/clean up affected properties.

The unemployment rates for the month of December 2019 were 3.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa, and 3.4% in the U.S.

Document Imaging completed

- 4 – Employee performance evaluations.
- 2 – Department Director files.
- 3 – Employee FTO files.
- 19 – Miscellaneous boards, commissions & committees meeting materials.
- 5 – Miscellaneous publications (Currents, City Connections, etc.)
- 63 – City Council Resolutions (#21,801-#21,863).
- 6 – City Council meeting files.
- 30 – Planning geographic/CD alpha project files.
- 20 – Engineering/Storm water project files.
- Miscellaneous employee documents/personnel files.
- Departmental monthly reports for December 2019.

Parking Activity**Enforcement**

- 1,287 – Parking citations issued.
- \$ 6,166.19 – Citations paid.

Collection Efforts

- \$ 1,330.00 – Collections from delinquent parking accounts.
- \$ 950.00 – Vehicle immobilizations (19 vehicles).

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

Parking enforcement received and began utilizing a new all-electric vehicle during enforcement. This is the City's first all-electric city vehicle, which will be utilized daily and tested in all types of weather and road conditions.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
JANUARY 2020**

Library Activity

Usage Statistics	November 2019	December 2019	December 2018
Customer Count	15,912	14,929	15,362
Circulation	38,635	35,757	37,652
Ebooks and streamed videos	4,209	4,580	4,452
Downloaded music	1,466	1,193	1,561
Reference Service	1,406	1,193	1,824
Items Added	985	819	513
Event Attendance	1,467	1,358	917
Computer & Wi-Fi Usage	2,728	2,708	2,806

Special events in January included the following:

- Writers of the Cedar Valley
- Reading Pals, a program that allows primary-grade students (grades kindergarten-3rd grade) the opportunity to develop reading fluency by practicing reading to a dog from the Cedar Valley Pet Pals organization
- Teen Night: an after-hours program for teens: laser tag
- Teen book club and teen anime and manga club
- Open labs in the Co-Lab, an opportunity for patrons to learn how to use the equipment in the Co-Lab makerspace
- Word Wizards, a writing club for school-aged children: writing science fiction
- VidCode: coding JavaScript for kids
- Box City: a building program for children
- Sewing and quilting in the Co-Lab
- History of the 19th Amendment presentation
- Cricut Basics in the Co-Lab
- Community blood drive at the Community Center
- Tween Time: video games
- Senior Device Advice
- Book clubs for 3rd-4th graders and 5th-6th graders

The Friends book discussions included *The Accidental Tourist* by Anne Tyler and *The Line Becomes a River: Dispatches from the Border* by Francisco Cantu.

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

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, button club, and music, the Center also hosted rentals for Entertainment at the Center, bridge club, stamp club.

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

Jan-20

Total for Month \$3,454,347.00
 Total for Fiscal Year \$49,887,999.00
 Total Same Month - LAST YEAR \$16,146,810.00
 Total for Fiscal Year - LAST YEAR \$66,519,382.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	9	0	\$2,346,859.00	\$16,864.50	56	0	\$15,273,153.00	\$114,720.95
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	37	0	\$562,988.00	\$8,695.05	485	0	\$5,455,168.00	\$92,446.80
Res Garages					32	0	\$551,621.00	\$9,611.00
Commercial/Industrial New Construction					9	0	\$18,381,452.00	\$87,565.74
Commercial/Industrial Additions and Alterations	8	0	\$467,500.00	\$5,022.19	65	0	\$6,285,660.00	\$52,658.43
Commercial/Industrial Garages					1	0	\$31,525.00	\$499.75
Churches	2	0	\$77,000.00	\$1,020.46	4	0	\$90,500.00	\$1,306.96
Institutional, Schools, Public, and Utility					4	0	\$128,920.00	\$487.60
Agricultural/Vacant								
Plan Review	7	0	\$0.00	\$1,763.25	62	0	\$0.00	\$42,069.63
Total	63	0	\$3,454,347.00	\$33,365.45	731	0	\$49,887,999.00	\$411,095.11

ITEM 10.

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

Jan-20

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	55	0	\$0.00	\$6,538.30	412	0	\$0.00	\$41,656.50
Mechanical	59	0	\$0.00	\$5,375.00	587	0	\$0.00	\$50,445.00
Plumbing	67	0	\$0.00	\$5,314.00	458	0	\$0.00	\$43,332.50
Refrigeration					4	0	\$0.00	\$940.00
Total	181			\$17,227.30	1461			\$136,374.00

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					4	0	\$0.00	\$450.00
Mechanical					3	0	\$0.00	\$450.00
Plumbing					1	0	\$0.00	\$150.00
Refrigeration								
Total	0			\$0.00	8			\$1,050.00

Building Totals			
	63	0	\$3,454,347.00
		731	\$49,887,999.00
		0	\$411,095.11

Grand Total			
	244	0	\$3,454,347.00
		2200	\$50,592.75
		0	\$49,887,999.00
		0	\$548

ITEM 10.

PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
 January 2020

MONTHLY MEETINGS:

Planning & Zoning Commission – The regular meeting on January 22, 2020 was cancelled.

Group Rental Committee – Held regular meeting on January 14th 2020. The following occupancy requests were discussed and approved as indicated.

<u>Address</u>	<u>Unit</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
205 Hill Court	1	Russell Rook	4	4	01/14/2020	
2601 Hiawatha Road	1	Randy and Laura Hashman	3	3	01/14/2020	

Board of Rental Housing Appeals – No meeting was held in the month of January.

Board of Adjustment – No meeting in January

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Bicycle and Pedestrian Advisory Committee	1/7/20	Approved the 2019 annual report, discussed cold weather riding and walking articles, potential of applying for an annual grant from AARP, sending a committee member to the 2020 Iowa Bicycle Summit, trail and sidewalk concerns.
Metropolitan Transportation Technical Committee	1/9/20	Discussed the MPO By-Laws, review STBG and TAP schedule, update on Waterloo's Park Avenue and 11 th Street bridge replacement
College Hill Partnership	1/9/19	Outside consultant helped with Partnership with strategic planning for the organization. Discussed focusing their efforts on strategic goals for the year. This session was held in lieu of a regular board meeting.
Historic Preservation Commission	1/14/20	Discussion about CLG Grants, role of commissioners and staff liaison and potential projects for the new year.
Middle Cedar Watershed Advisory Committee	1/16/20	Election of officers, funding formula for Watershed Plan, partner updates by the Iowa Watershed Approach and North Iowa

Agronomy Partners

Housing Commission	1/2020	No meeting in January.
Community Main Street Design Committee	1/17/20	Discussion about Historical Preservation training, beautification plan for streetscape areas and about volunteer appreciation event.
Parking Committee - Downtown	1/14/20	Continued general Parking discussions about downtown parking. Discussion on mapping of parking spaces, EV Charging stations and spreading the word out for new pay stations system. Timings of free parking, new sign toppers for parking signs and the logistics of the new parking pay station system were also discussed.
Parking Committee – College Hill	1/21/20	Continued general Parking discussions about student parking. Discussed the upcoming College Hill visioning kick-off event. New sign toppers for parking signs were also discussed.
MET Transit Board	1/30/20	Approved revisions to Local Capital Plan, route restructuring update and staff reports

PLANNING SERVICES:

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

Number of Rental Inquiries: 20

Types of Questions:

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

OTHER PROJECTS FOR JANUARY INCLUDED:

- Held work session with the City Council to set project priorities for the College Hill Visioning Project.
- Conducted stakeholder meetings and a public kick-off event for our College Hill Visioning project.
- Discussed the route restructuring with MET Transit
- Ongoing Staff review of draft zoning code for the Downtown study area to implement the *Imagine Downtown Vision Plan*. Staff met with Ferrell Madden for an internal code work during consultant visit for Kick-off event for College Hill Visioning.
- 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.
- City Council approved Amendment No. 1 to the College Hill Urban Renewal Plan.
- Continue working with economic website consultant to develop a new economic development website for the City of Cedar Falls.
- City Council approved an Agreement for Private Development with SDC Real Estate, LLC.
- City Council approved a Second Agreement for Private Development with Standard Distribution Co.
- City Council approved an Amended and Restated Agreement for Private Development with Owen 5, LLC.
- Held conference call with staff from IEDA to discuss the Economic Development Co-op Marketing Program.

CDBG

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

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	283	HAP Payments	\$101,864
New Applications Taken	0	Utility Payments	\$ 1,770
Units under Contract	219	Admin Fees Earned	\$ 13,075
Initial Vouchers Issued	4	Total Vouchers Available	326
Mover Vouchers Issued	1	Lease Up Goal	230
New Admissions	4		

Citizen Contacts/Appointments: A total of 38 appointments were held and 140 citizen/ client contacts were addressed.

- 17 Annual Recertification
- 6 Vouchers Issued
- 4 New Admissions
- 14 Interim Income changes
- 0 Port Out to Other Communities
- 1 Port In

HQS Inspections: 7 Inspections were completed

End of Participation: 0 clients ended participation.

Hearings: 0 hearings were conducted.

Other: 12 names have been taken off of the Waiting List in 2019 and offered rental 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.

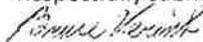
ADD A DOLLAR REPORT

There were 0 applications reviewed for utility assistance. A total of \$0 was provided, for an average of \$0 per household. There was a balance of \$8,327.66 as of January 2020.

**RECREATION DIVISION
Monthly Report
January 2020**

- **Rec Center**
 - Fitness classes have gone well with no issues with 3,825 patrons participating in fitness classes. That is 494 more patrons than in January of 2019.
 - We hired new staff to work the front desk replacing those who will be or have left.
 - From December 23rd to January 2nd the Rec Center offered a program call "Friends and Family". During these dates, Rec members could bring in non-member guest to the facility and they would only pay \$5.00 for adults and \$3.00 for youth. We had 271 guest take advantage of this special.
 - Pickle Ball continues to be very popular. We have patrons playing for 3 hours each day on Monday, Wednesday, and Friday, along with 2 hours on Tuesday and Thursday as well. We often have 8 or more players waiting their turn watching 3 games of doubles.
 - As of January 20th the Recreation Center has been open for 27 years. The Rec Center opened for the first time in January of 1993 on the Martin Luther King holiday.
- Staff has been busy working on the programs and services to be offered during the Spring of the year and for the summer months
- Registration for spring and summer programs started on Jan 15 at midnight. On January 15th we had \$96,179.50 worth of registration with over \$61,000 taken online. For the entire month we took in over \$200,000 in registrations and memberships. The majority of registration was for Camp Cedar Falls. By the end of the month all but 4 of the one hundred and four spots had been taken and paid for.
- Staff has been busy advertising and talking to former employees about jobs openings for summer help to fill the 200 or so part time seasonal positions. Typically applications are due the end of February or the first week of March. Interviews will be conducted periodically during the following weeks with the majority of interviews conducted in March.
- Falls Aquatic Center
 - Staff has been doing inventory on all smaller ticket items used over the summer and placing orders to make sure we have them in April.
 - Staff started the process of asking chemical supplier for updated pricing for pool chemicals to be used at the Falls. The Company who had submitted the best proposal back in 2013 submitted very similar pricing and proposal so staff accepted those and look forward to doing business with them again for the next 3 years.
- Staff has started the employee evaluation process for the 2019 calendar year.

Respectfully submitted,



Bruce Verink

Recreation Division Manager

Recreation and Community Center Usage For January 2020

Members using the Facility	14,695	Racquetball/Wallyball Hrs.	119
Non-Members using the Facility	854	Racquetball League	32
Child Care	148	Pickleball	351
Aerobics	1,432	Ballroom Dancing	138
Circuit Weight Training	104	Youth Basketball	254
Cardio Cycling	821	Birthday Party Bonanza	20
Personal Trainers – Ind. Contractors	285	Indoor Park	420
Yoga/Pilates/Barre	1,011	Tumbling	118
Zumba	148	Karate	429
REC XFIT	145	Meeting/Tours Rental	820
Tai Chi	164	Steam Room Usage	728
		Massages	42
		TOTAL	23,273

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	10	12 th Grade & Under	15
Adult	82	Adult	18
Senior Citizen	28	Senior Citizen	3
Family Pass	148	Child Care	11
Corporate Family	1	Racquetball	0
Corporate Individual	6		

Credit Card Usage	\$178,516.96	Leisure Link Registration	\$79,521.00
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Daily Fees

Admission	\$6,369.00	Racquetball	\$18.00
Child Care	\$20.00	Pickleball Daily	\$48.00
Indoor Park	\$250.00	Concessions	\$511.65

Swimming Pool Passes (Winter)

Family	40
Individual	60
Youth/Senior	13

Youth Programs

5 th & 6 th Girls Basketball	36	Swim Club	2,234
5 th & 6 th Boys Basketball	280	Pool Parties	93
3 rd & 4 th Girls Basketball	64	Swim Club Meet	1,184
1 st & 2 nd Boys/Coed Basketball	254	SCUBA	10

Adult Programs

Volleyball Leagues	1,008	Pickleball	357
Basketball League	192	Aqua Trim	0

Recreational & Lap Swim	573
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Rentals

Pool Parties	3	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	6

CEDAR FALLS RECREATION DIVISION
January 2020

YOUTH SPORTS

Tumbling	
9:30 a.m.	20
10:30 a.m.	19
TOTAL	39
Karate	
TuTh 4:15 p.m.	32
TuTh 5:00 p.m.	21
TOTAL	53
Indoor Park	11
1st & 2nd Grade Boys & Coed Basketball	
9:00 a.m.	32
10:00 a.m.	48
11:00 a.m.	47
TOTAL	127
3rd & 4th Grade Girls Basketball	
9:00 a.m.	32
TOTAL	32
5th & 6th Grade Boys Basketball	
4:00 p.m.	40
TOTAL	40
4th, 5th & 6th Grade Girls Basketball	
10:30 a.m.	18
TOTAL	18
TOTAL YOUTH SPORTS	320

ADULT SPORTS

Racquetball League	16
Pickleball	9
Ballroom Dance-Couple	20
Ballroom Dance-Single	6
TOTAL ADULT SPORTS	51
ADULT EXERCISE	
Circuit Weight Training	
T,Th 4:30 pm	17
TOTAL	17
REC XFIT	13
Tai Chi Beginner	21
TOTAL ADULT EXERCISE	51

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
January 2020



Meetings, Conferences and Business Travel Marketing

- Met with Main Street Iowa Spring Training Planning Committee x3.
- Set up shuttle service, hospitality table and shuttle hospitality guides for UNI Overseas Recruiting Fair. Also produced signage.
- Managed advertisement in Midwest Meetings.

Events that Occurred

Date	Event	Attendance
Jan 29 to	UNI Overseas Recruiting Fair <i>CFTVB grant, shuttle service and hospitality service</i>	600+ anticipated



Sports Related Marketing

Events that Occurred

Date	Event	Attendance
Jan 25&26	Mid American Youth Basketball <i>CFTVB grant and promotional assistance, CVSC grant</i>	1.600 anticipated

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



Leisure Travel Marketing

- Co-hosted an event to unveil the 2020 Cedar Falls/Waterloo Visitor Guide.
- Posted digital version of the visitor guide to the web site.
- Attended Cedar Trails Partnership board meeting.
- Showcased at Iowa Bike Expo in Des Moines.
- Provided assistance to Pedal Fest planning committee.
- 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.
- Assisted Visitor Center walk-ins and callers.
- Published Weekender Newsletter and blog posts about Date Night Done Right and Finely Crafted February. Boosted one post.
- Processed 1,188 leads from Travel Iowa advertising.
- Managed advertisements with Inspired magazine, Midwest Living Best of the Midwest, and Little Village.



Tourism Related Business and Organization Coordination and Collaboration

- Met with Amanda Lynch to propose a plan for the Cedar Trails Partnership for 2020.
- Organized Volunteers on Tap event.
- Organized a Quarterly Cedar Valley Hospitality meeting.
- Attended Community Main Street board meeting.
- Attended Experience Waterloo board meeting.
- Organized Cedar Falls Marketing Committee meeting.
- Distributed 2020 Cedar Falls/Waterloo Visitor Guides throughout the Cedar Valley.
- Organized Cedar Falls Tourism & Visitors Bureau board meeting. Marketing grants were awarded to RodCon 2020 and FIRST Robotics 2020.
- Published Hospitality Highlights newsletter x4



Asset Development

- Provided additional information related to request to Black Hawk County Supervisors to adoption of Historic Route 20 signage.



Group Tour Marketing

- Attended American Bus Association Marketplace in Omaha.
- Met with Kirsten Jegsen to explore ideas for mystery trips.



Organization and Promotion of Tourism Related Events

- **Planning**
- Sent monthly newsletter to Envoy volunteers and scheduled Visitor Center coverage.
- Released 115 events on Cedar Valley 365 and promoted its use.



Increase Community Support

- Attended Iowa Destination Marketing Alliance meeting in Waterloo.
- Monthly KWWL News at Noon segment to promote Volunteer on Tap.
- Attended Grow Cedar Valley Ambassadors social.
- Provided interview for Courier's Cedar Valley Progress edition.
- Attended Cedar Falls Rotary meeting.
- Met with Kelly Murphy, Hawkeye Hotels Senior Regional Sales Director, and Kari Smith, Director of Sales, Hampton Inn Downtown.
- Attended Waterloo RAGBRAI Community Engagement meeting.

Administrative Activities

- Attended Hearst Center marketing committee meeting.
- Community Development staff meeting x2.
- Tourism staff meeting x1.
- Process bills and payroll x2

Focus for February

- Wrap up new Public Events Toolkit. distribute 2020 Visitor Guide
- Begin monthly meetings with sales staff from Cedar Falls hotels.
- Gain approval to hire an additional staff person to assist with sales.

Respectfully Submitted,

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
NON-MARKETING CONTACT BY													
VC Walk-in (Door Counter) FY20	893	1,071	799	737	548	433	466	436	948	949	2,094	1,656	4,947
VC Walk-in (Door Counter) FY19	964	1,363	963	868	532	512	502						11,787
Email/Website	24	27	16	18	18	16	15						134
US Mail	1	0	0	0	0	0	0						1
Phone	150	146	123	99	114	61	116						809
HOW HEARD ABOUT US - If offered													
Friends / Family	2	8	6	5	0	5	0						26
Other (eg. mailing, ads, web/FBook)	14	15	4	2	6	0	1						42
Signage	8	42	12	10	4	7	6						89
Advertising	3	0	3	0	0	0	0						6
Trade / Consumer Show	1	0	0	0	0	0	0						1
SERVICES PROVIDED													
Attended a Meeting/Rental	58	112	58	61	68	40	84						481
Bureau Business	205	185	188	190	180	117	166						1,231
Group Tour Info	0	3	3	2	0	2	2						12
Hotel/Restaurant	3	0	0	2	7	0	1						13
Relocation	51	6	8	4	6	2	3						80
School Project	0	0	0	26	1	0	0						27
Special Event	1	5	0	7	1	0	1						15
Trail User	93	95	72	45	30	19	2						356
UNI	3	7	21	25	21	1	3						81
VC Amenities including Restroom	594	619	553	461	289	244	173						2,933
ADVERTISING LEADS													
Iowa Travel Guide / Website	541	441	388	339	267	454	1,111						3,541
EITA Travel Guide	0	0	0	0	0	0	0						0
AAA Living	NA	NA	NA	NA	NA	NA	77						77
Midwest Living (Best of the Midwest)	NA						0						
Iowa Tour Guide (group leads)	7	0	1	1	4	3	4						20
PROMOTION DISTRIBUTION													
Total Visitor Guide Distribution	921	1,131	1,145	1,195	666	961	7,902						13,921
VG Mailed Out (Individual)	13	25	13	11	2	10	14						88
VG Bulk Distribution (Local)	309	379	472	642	292	113	3,221						5,428
VG Bulk Distribution (Non-Local)	0	120	0	45	45	347	3,149						3,661
Relocation	51	42	10	5	6	4	25						143
Welcome Bags	0	124	261	197	50	30	301						963
Total Trail Guide Requests	139	342	510	273	282	138	503						2,187
WEBSITE TRAFFIC													
Users FY20 (including CV365)	11,154	9,287	8,901	9,423	9,445	9,448	6,794						64,452
Users FY19	9,469	7,844	7,077	10,612	7,731	9,552	6,519						96,621
Sessions FY20 (including CV365)	13,768	11,173	10,618	11,426	11,207	11,275	8,011						77,478
Sessions FY19	11,650	9,315	8,628	13,109	9,476	11,833	7,724						119,686
Page with Top Views	Things to Do												
Top Traffic Source	Google												
Top Referral Site	Facebook												
SUBSCRIPTIONS													
Weekender News (consumer newsletter)	481	505	529	551	568	584	601						
Weekender Blog	216	235	249	263	273	283	291						
Hospitality Highlights (partner newsletter)	456	479	493	507	517	526	542						
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,757	8,797	8,809	8,825	8,841	8,840	8,841						61,710
Instagram	1,324	1,355	1,376	1,401	1,441	1,481	1,525						9,903
Twitter	3,750	3,758	3,768	3,783	3,791	3,801	3,810						26,461
Pinterest	512	516	520	523	525	528	529						3,653
VOLUNTEER INVOLVEMENT													
Board / Committees Hours	140	70	160	158	190	67	226						1,011
Student / Intern Hours	192	78	0	0	0	0	0						270
Envy Hours - Visitor Center	89	108	86	82	101	71	79						617
Envy Hours - Special Event/Rapp Station	20	4	20	4	7	0	7						62
MISC													
Groups in Conference Room	3	9	5	4	2	2	3						28
Hour Coach Group in CF	0	3	1	1	0	1	0						6

**CEDAR FALLS
CULTURAL PROGRAMS**
Monthly Report | January 2020



PUBLIC EVENTS/PROGRAMS @ The Hearst

- January 9: More Music in Mae Latta – free concert and music appreciation with Rick Vanderwall
- January 10: Lunchtime Concert with James Aissen
- January 16: Red Herring Readers Theater performs *Daisy*
- January 24: Opening Reception for Exhibition: *Proposition; Pressure; Proof | The Prints of William Kentridge and Phillip Chen*

- Ongoing classes during January: Beginning Guitar, Open Studio: Painting, Art Journaling, Teen Wheel Throwing, Potions Lotions and Bath Bombs, Doodlesplats, Muddy Makers and Groove: Music, Beats and Performance.
- Ongoing meetings of Photo Club, Drink and Draw, and Ukulele Club.

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Met with UNI graduate English student to coordinate upcoming joint project connected to an exhibition that will be mounted in September
- Worked with rep from Coloff Media to strategize on new marketing opportunities.
- Attended quarterly hospitality meeting.
- Worked with Abby Haigh, Marketing Assistant, to review and update web content.
- Continued to meet with artists at the Red House Studios in preparation for lease signing.
- Worked with Kelly Stern at the CFPL to further develop a joint program, including touring Mill Race as a possible event location.
- Hosted visiting artist Phillip Chen for the opening reception of his exhibition; attended reception and introduced the artist.
- Continued to work out details of sponsorship of the Alumni Studio at Red House Studios.
- Attended Lions Club as a guest of Dale Schrad, Friends of the Hearst board member.
- Had meaningful interactions with 20+ members of the public at the “Volunteers on Tap” event hosted by V&T at Singlespeed Waterloo. We received contact information for 15 people interested in volunteering at the Hearst or on our boards/committees.
- Attended annual Community Development staff meeting.
- Participated in “Passport to the Arts” program development meeting with Sheri Huber-Otting, who spearheads this summer program.
- Attended quarterly Marketing Committee, led by Abby Haigh, for Art and Culture Board.
- Worked with Art and Culture Board sub-committee to review quarterly applications to the board’s Community Sponsorship Fund.
- Attended City Council meeting on 1/20 to be available for questions regarding two items on the agenda that relate to Hearst programs.

- Planned for annual strategic planning meeting of the Art and Culture Board and Friends of the Hearst with ACB president; set date and tentative agenda.
- Worked with Emily Drennan to coordinate upcoming exhibition calendar.
- Met with rep from Leverage Printing to discuss new program for fine arts prints of artworks, and to work toward a corporate sponsorship for printing needs.
- Submitted ad for Little Village Magazine, a CR/Iowa City publication.
- Worked with Emily Drennan and members of an Art and Culture Board sub-committee on a revised Collections and Exhibition Plan.
- Provided an interview to Melody Parker regarding the current exhibition.
- Provided an interview to Andrew Wind regarding the Red House Studios program.
- Participated in monthly CVASC (Cedar Valley Arts Steering Comm.) planning meeting.
- Attended Community Development department staff meeting in place of Kim Manning.
- Worked with CVASC programs committee to plan the upcoming Cedar Valley Arts Summit, tentatively scheduled for early April 2020.
- Coordinated multiple repair/maintenance needs with Matt Buck.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings with Hearst staff liaisons.
- Worked with Senior Services Coordinator to approve council bills, dailies, timesheets, etc.
- Led weekly staff meetings.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Formatted, printed and mailed out thank you letters for annual campaign
- Researched flights from New Jersey for visiting artist
- Registered for museum conference in May
- Researched travel arrangements for museum conference in May
- Curated mailing list for Proposition; Pressure; Proof Exhibition postcard
- Printed labels, prepared postcards and delivered to mailing to post office
- Prepared a list of members for the spring brochure
- Processed piano campaign donations from lunchtime concert
- Picked up supplies for exhibition preparation
- Created sign in and sign out sheets for Saturday morning classes
- Filed receipts for memberships and donations in secured filing cabinet
- Recorded and reported Friends annual campaign donations
- Booked hotel rooms for multiple artist visits
- Performed weekly office maintenance
- Researched invoices, payments, accounts and products as requested by staff
- Researched/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:

- Prepare gallery spaces for the exhibition, *Proposition; Pressure; Proof /The Prints of William Kentridge and Phillip Chen* by patching and painting, adjusting walls and lighting, and developing a layout of two bodies of work by two artists.
- Install the works of Phillip Chen, on loan from the artist, and William Kentridge, on loan from master printer Randy Hemminghaus of the Brodsky Center for Innovative Design at Rutgers University, New Jersey.
- Purchase materials for the installation of these works.
- Receive assistance from Parks Division to move heavy items.
- Provide insurance valuation to Colleen Sole.
- Assist facility programming by adjusting lighting and seating.
- Work with the Chair of the Public Art Committee and the Cultural Programs Supervisor on related scheduling and projects.
- Work with the Marketing Assistant on labels, signage, and publicity for upcoming exhibitions and related programming.
- Work with contractor and staff on electrical work for an upcoming project.
- Create a theater space in the Dresser-Robinson Gallery to project a documentary and short film of the artists featured in the exhibition.
- Prepare for and attend a public reception for *Proposition; Pressure; Proof /The Prints of William Kentridge and Phillip Chen*.
- Meet with Art & Culture Board President Kate Brennan Hall and the CPS to begin discussion on the role of the permanent collection at the Hearst and the future of acquisition and exhibition drivers.
- Prepare for upcoming exhibitions/related programming by communicating with artists, getting price quotes, looking at community calendars, and discussing with the CPS.
- Attend an all-staff meeting for Community Development.
- Attend weekly staff meetings for the Hearst.



Electrical work at the Hearst
Repairs in the ceramics lab

artist Phillip Chen during installation
A/V troubleshooting with Scot

stereoscopic photogravure set up
artists and community at the opening

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Attended meeting with partner organizations for planning of the annual Local Food and Film Festival, to be held at the Hearst on March 1.
- Spent approx. 4 hours setting up for rentals, meetings, and events in January.
- Coordinated 3 rentals and provided a facility tour for one potential rental.
- Completed one new rental contract.
- Worked with musicians to create five performances for spring/early summer programs.
- Met with Earth Day partners to continue planning the event.
- Led photo club meeting, coordinated ukulele club and drink and draw club meetings; all three occur monthly.
- Attended "Volunteers on Tap" event with Cultural Programs Supervisor, to share opportunities with potential new volunteers.
- Coordinated 6 volunteers for a total of 14.5 hours in January.
- Reviewed materials for upcoming events in February and beyond.
- Attended weekly staff meetings.
- Worked with a local film maker to show a film in February.

- Continued to work on securing summer and fall programming.
- Continued work on the 2020 Passport to the Arts programming.
- Continued working on a Humanities Iowa Grant for 2020.
- Worked with marketing coordinator on PR needs for upcoming events.
- Began compiling accomplishments for 2019 reporting.
- Out of the office for several days on FMLA and bereavement leave.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Saturday Morning classes started- staffed, assisted with lesson planning and materials.
- Adult classes started- Potions, Lotions and Bath Bombs, Open Studio, Country Guitar.
- Coordinated with the Cedar Bend Humane Society to attend our MLK Day of Giving, to generate engagement and purpose for our planned activities.
- Coordinated with the Cedar Falls Community Center to offer art programs off-site, growing our community engagement.
- Coordinated with Facilities Supervisor, Matt Buck to arrange the deconstruction of the current shelving in our Ceramic Lab, to be replaced by more space efficient shelves.
- Developed an After School Art Club for local teens, reached out to Cedar Falls Community art teachers, worked with Marketing to send out post cards and flyers, and hired new instructor for this program.
- Worked with Marketing to send out posters/Facebook ads to hire new youth instructors.
- Coordinated one birthday- staffed, completed paper work, communicated with parents.
- Attended weekly staff meetings.
- Communicated availability needs to instructors re: open shifts, outreach events.
- 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 2 North Star workshops.
- Edited Ed programming for spring brochure- took pictures, asked instructors for pictures.
- Coordinated with Public Safety to offer CPR training for instructors and other City staff.

HIGHLIGHTS from Claire Timmerman, Ceramics Lab Technician:

- Taught- Teen Wheel Throwing (5 of 7 classes so far).
- Bisque Fired: 2 times (Load, fire, & unload) / Glaze Fired: 3 times (Load, fire, & Unload).
- Continued Test Tiles Project (Glazed 420 tiles and made 158 tiles).
- Oversaw Independent Study Members, including adding one new member.
- Instructed one Ceramic Birthday Party.
- Started Bisque Mold Project (Reorganized old Bisque Molds, made 3 new bowl molds and made 3 new plate molds).
- Recycled 150lbs clay.
- Made Purchase order of materials/supplies for the lab.
- Constructed and implemented a new Day Pass policy.
- Began construction on a Summer Independent Study project.
- Cleaned/reorganized counters, and cupboards.

- Glazed work from our Kids Clay Classes.
- Mopped and took out trash.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Coordinated with city graphic designer on projects: Spring 2020 brochure, Margaret Muza flyer, Teen Art Club postcard/flyer, Photo Club flyer, The Prints of William Kentridge and Phillip Chen exhibition labels/gallery guide/vinyl, Tintype Workshop flyer, Fredo Rivera flyer, table top signs for gallery and Empty Bowls poster.
- Coordinated with Hearst Assistant on flyer/poster delivery.
- Led Marketing Committee Meeting held on 1/16.
- Signs and Designs – coordinated vinyl printing for *The Prints of William Kentridge and Phillip Chen* exhibition.
- Signs by Tomorrow – coordinated the printing of *The Prints of William Kentridge and Phillip Chen* exhibition labels and table top signs.
- Parkade Printer – coordinated printing of *The Prints of William Kentridge and Phillip Chen* gallery guide.
- Coordinated with IPR rep for upcoming ads about *The Prints of William Kentridge and Phillip Chen* exhibition and events in conjunction with it.
- Meeting with ON MEDIA rep on 1/9 for upcoming marketing opportunity.
- Meeting with Leverage Print rep on 1/23 for upcoming sponsorship opportunities.
- Continued to coordinate/compile info from education, events, exhibitions and more for the spring 2020 brochure to send to graphic designer.
- Continued to coordinate all Hearst Center projects with city graphic designer.
- Continued to update website as needed, adding images, updates and posts.
- Continued to submit events/exhibitions/education for the 365 online calendars.
- Errands: Signs and Designs (exhibition vinyl), Signs by Tomorrow (exhibition pvc panels) and city hall (mail).
- Continued to fill in at the front desk for lunch breaks, absences and breaks.
- Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Mail Chimp: created content/graphics /added email subscriptions for February E-News.
- E-News: 1, 143 subscribers, 1,247 contacts
- Facebook Engagement: 27,866 views
- Facebook Page Likes: 1,980, Facebook Followers: 2,055, Facebook Event Listings: 7
- Created content/graphics/posts for all social media.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	Oct. FY20	Oct. FY19	Nov. FY20	Nov. FY19	Dec. FY20	Dec. FY19	Jan. FY20	Jan. FY19
ATTENDANCE														
# of Days Open to Public	27	27	30	28	25	26	27	26	24	24	24	23	27	25
Door Counter	2420	2579	2359	1743	1544	1195	1936	2534	1431	2014	1234	1197	1633	1673
Sculpture Garden (est.)	375	375	350	350	300	300	250	250	200	200	200	200	200	200
Average visits per day	103.52	109.41	90.30	74.75	73.76	57.50	80.96	107.08	67.96	92.25	59.75	60.74	67.89	74.92
VISIT PURPOSE														
Exhibition (walk-in)	365	313	318	347	256	184	339	248	211	343	242	244	177	220
Exhibition Receptions	0	141	15	101	67	49	63	74	94	44	0	37	43	0
Meetings	34	40	32	65	16	40	49	69	44	51	39	106	73	117
Youth Classes	0	64	0	16	177	140	368	375	11	62	0	0	368	375
Adult Classes	174	59	34	29	85	45	104	76	41	30	35	22	111	160
Messy Mornings	0	0	0	0	78	67	119	85	72	49	39	60	93	73
Camps	909	918	989	448	38	25	0	0	66	40	0	0	0	0
Birthday Parties	34	65	43	84	0	62	59	45	0	0	29	73	29	16
Workshops	26	17	25	0	13	11	0	79	0	25	17	24	52	24
Tours	90	89	0	0	0	0	49	110	4	0	0	0	0	0
Rentals	35	134	187	0	98	84	114	34	73	41	53	85	48	17
Ceramics Lab	40	18	34	16	21	15	33	21	30	11	41	25	36	10
Public Programs	228	151	145	140	174	304	230	664	137	276	161	252	241	373
Thursday Painters	86	99	98	130	80	86	89	67	69	97	75	99	87	100
Volunteers / # of hours	7/23	13/22.75	8/14	3/5.5	6/17.25	5/26.75	5/10.5	5/53	5/24	5/37	3/17	2/4.25	6/14.5	3/12
Other	134	577	151	367	90	94	71	775	306	945	261	170	60	188
SERVICES OFFERED														
Youth Classes	0	3	0	1	2	13	5	5	4	4	0	0	4	11
Adult Classes	10	13	3	2	10	4	13	16	5	3	4	2	11	14
Rentals (inc. recitals, etc.)	1	3	7	0	3	4	6	1	3	1	1	1	4	1
Community Group Mtgs	2	11	6	14	7	12	6	12	6	8	5	2	6	5
Messy Mornings	0	0	0	0	4	4	5	5	3	4	3	3	4	3
Camps	10	10	3	5	1	1	0	0	1	1	0	0	0	0
Birthday Parties	1	2	1	2	0	2	2	1	0	0	1	2	1	2
Workshops	3	1	1	0	1	1	0	0	0	1	1	1	1	3
Tours	3	3	0	0	0	0	2	2	1	0	0	0	0	0
Public Programs	4	6	6	7	7	14	8	9	7	7	9	8	7	12
Thursday Painters	4	4	5	5	4	4	5	4	3	4	4	4	5	5
Exhibition Receptions	0	1	1	1	1	1	1	1	2	1	0	1	1	0
DIGITAL TRAFFIC														
E-News Subscriptions	1165	1305	1160	1299	1161	1266	1156	1266	1148	1254	1238	1233	1143	1220
Facebook Views	20773	23142	24078	16516	21945	17770	27295	24260	23335	18076	24761	14211	27866	34260
Facebook Followers	1974	1643	1978	1659	1993	1673	2011	1696	2024	1705	2039	1714	2055	1760
Facebook Event Listings	8	6	8	6	7	11	8	8	8	8	6	8	7	11
OFFSITE SERVICES														
Offsite Educ. Encounters	206	152	237	315	322	415	193	611	0	112	215	463	0	0
Offsite Educ. Programs	4	4	3	4	4	4	2	7	0	2	2	2	0	0
Community Committee Mtgs	2	2	2	3	2	3	3	4	6	3	4	1	4	5
MEMBERSHIPS														
Total Friends Memberships	227	182	229	224	228	234	233	240	223	228		232	276	222
New/Renewed this month	6	0	22	44	7	11	29	29	15	20	95	23	22	15
PRESS														
Newspaper	0	1	0	1	1	1	0	2	1	0	0	1	1	0
Radio, interviews, ads	1	1	1	2	1	1	0	2	2	2	1	0	0	0
Press Releases	2	1	1	2	1	1	1	2	1	1	0	1	2	4
Ads, other (FB ads, etc.)	0	2	1	1	2	0	1	13	1	0	1	0	3	0

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
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 PCI
2019 Permeable Alley	Storm Water	Final Out Remains	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Final Out Remains	\$155,170.41	Engineering Division
2019 Street Construction	Street Repair	Punch List Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrctuion	Street Repair	Design Underway	TBD	Engineering Division
Campus Street Box Culvert	Box Culvert	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
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth PCI

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

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

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - January 2020**

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

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - January 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
PARK/ARBORIST SECTION
MONTHLY REPORT FOR JANUARY 2020**

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Snow and ice control took place at City facilities after snow fall events.
- Grinding and filling stumps took place as weather permitted.
- Processed black dirt at compost site for stumps.
- Removed tree stakes on trees in city ROW around town.
- Dirt work at Tourist Park.
- Removed brush and down limbs at 2522 Cedar Heights City lot.
- Moved items in storage area at 606 Union Rd north building to allow for CFU tree trimming.
- Removed eternal flame from its location at City Hall. The structure will be refurbished and relocated to Vet's Park.
- Repaired damaged bench on Parkade.
- Fix water leak at the Pro Shop.
- Assembled bike repair station purchased by the Cedar Valley Cyclist in recognition of Russ Clark that will be installed on University Ave across from the former Europa Cycles location.

ARBORIST

- Ash Street trees removals. (44)
- Other street tree removals. (3 total)
- Some routine trimming and hanger removals from multiple locations. (4)
- Snow removal operations throughout the month.

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

FOR THE MONTH OF:	<u>January</u>	Year	<u>2020</u>
Interments:			
	Greenwood		<u>3</u>
	Fairview		<u>1</u>
	Hillside		<u>1</u>
Disinterment:			
Spaces Sold:			
	Greenwood		<u>3</u>
	Fairview		<u>-</u>
	Hillside		<u>1</u>
Services:			
	Cremations		<u>1</u>
	Saturday		<u>2</u>
	Less than 8 hrs. notice		<u>-</u>
	After 3:00p.m.		<u>-</u>
<hr style="border-top: 1px dashed black;"/>			
Receipts:			
Prepetual Care	Greenwood	\$	<u>480.00</u>
	Fairview		
	Hillside	\$	<u>320.00</u>
	Burial Permits	\$	<u>3,925.00</u>
	Lot Sales	\$	<u>3,200.00</u>
	Marker permits		
	Deed Transfers	\$	<u>240.00</u>
Total Receipts:		\$	<u>8,165.00</u>

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
REFUSE SECTION
MONTHLY REPORT FOR JANUARY 2020**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 639.43 tons of solid waste during the month of January. The 145 loads required 367.60 man-hours to complete, equating to 1.74 tons per man-hour. The automated units used 1,464.27 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 0.80 tons of solid waste during the month. The 5 loads required 40.00 man-hours to complete, equating to 0.02 tons per man-hour. The automated unit used 28.33 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Twenty-two (22) loads of refuse for the month. The containers totaled 33.20 tons and required 121.00 man-hours to complete. This operation yielded 0.27 tons per man-hour. The semi-automated collection totaled 11.68 tons and required 54.00 man-hours to complete. This operation yielded 0.22 tons per man-hour.

The total number of January container dumps was 681. Sixteen percent (16.89%) or 115 of these dumps, were for non-revenue bearing accounts.

The container route truck used 275.70 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 57 large item stops during the month and collected 3.75 tons. This required 36.00 man-hours to complete and equates to 0.10 tons per man-hour. Twenty-one (21) Appliances and Six (6) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 3.93 tons of yard waste curbside this month. The 6 loads required 29.50 man-hours to complete, equating to 0.16 tons per man-hour.

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

24 yard waste carts and 143 Christmas trees were picked up this month.

The Automated yard waste collection trucks used 124.44 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 962.47 tons.

The Transfer Station accepted 273.61 tons of commercial and residential solid waste this month.

164 appliances, 115 tires, 149 television sets, and 28 computer monitors were received at the Transfer Station for the month.

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

The Transfer Station's trucks used a total of 486.81 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 5.15 tons of commercial and residential yard waste this month.

Refuse crews hauled 3.93 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 January:

Tin (Baled)	2.70 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	16.45 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	54.94 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	26.29 tons
Phone Books	
Books/Flyers	
Office Paper	6.71 tons
Plastic Bags	0.43 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	10.24 tons
E-Waste	4.45 tons
Glass	89.92 tons
Scrap Metal	14.98 tons
Shingles	1.50 tons
Tires	2.79 tons

Revenue generated by the Recycling Center for January was \$6.65. The commodity market prices have dropped significantly this month due to supply and demand.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.24 tons
Cardboard	10.65 tons
Newspaper	4.74 tons
Tin	1.87 tons
Glass	2.62 tons
Plastic Bags	0.57 tons
Office Paper	1.14 tons
Styrofoam	0.26 tons
Total	25.09 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	7.86 tons
Cardboard	19.13 tons
Newspaper	5.93 tons
Tin	1.89 tons
Glass	2.53 tons
Total	37.34 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

Plastic #1-7:	2.78 tons
Cardboard	18.44 tons
Newspaper	3.88 tons
Office Paper	0.72 tons
Plastic Bags	0.00 tons
Tin	1.42 tons
Glass	1.97 tons
Styrofoam	0.40 tons
Total	29.61 tons

Orchard Hill Church Recycling Substation

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

Plastic #1-7:	2.08 tons
Cardboard	5.74 tons
Newspaper	0.50 tons
Office Paper	0.55 tons
Plastic Bags	0.00 tons
Tin	0.39 tons
Glass	1.84 tons
Styrofoam	0.12 tons
Total	11.22 tons

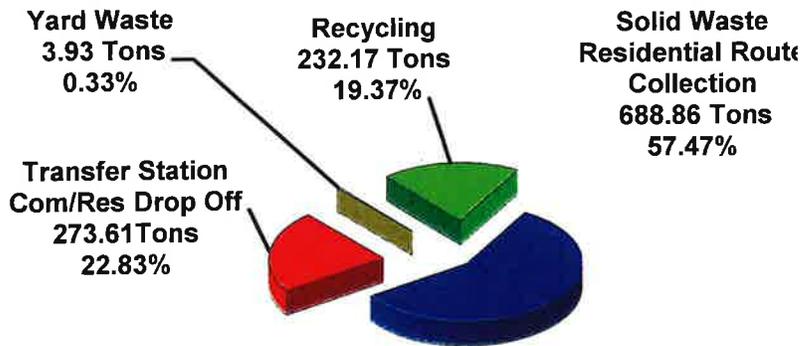
MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,198.57 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of January 2020 for the City of Cedar Falls.

January 2020

Total MSW Collected - 1,198.57 Tons



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS
OPERATION & MAINTAINCE DIVISION
STREET SECTION
MONTHLY REPORT FOR JANUARY 2020**

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removal.
- Assisted the arborist trimming trees in the residential right of way.

STREET & ALLEY MAINTENANCE

- Potholes were filled with asphalt cold mix.

ICE & SNOW CONTROL

- Responded to multiple light snow & ice events by plowing and applying de-icing materials to roadways based on established policies.
- Applied brine solution to roads and bridge decks prior to snow events as warranted.
- Winter Storm Isaiah 1/12/20 full plow operations began at 10:00 p.m. finishing at 5:00 a.m. 1/13/2020 239.75 tons of road salt was used for this event.
- Winter Storm Jacob 1/17/20 full plow operations began at 6:00 p.m. finishing at 4:15 a.m. 262 tons of salt were used for this plow event. Staff was called in on 1/18/20 to at 8:30 a.m. to plow back drifted snow and reapply deicers to priority streets.
- Snow hauling operations were conducted 1/20/20. This included the High School during normal work hours. The Parkade and College Hill were completed overnight starting 1/20/20 at 10:00 p.m. finishing at 5:30 a.m. 1/21/20.
- Snow and ice control operations on 1/22/20 started at 2:30 p.m. on priority routes Hills and intersection in residential areas were also completed at that time. 185.5 tons of road salt was used for that event.
- Full Plow Operations were performed 1/23/20 beginning at 4:00 a.m. finishing at 12:00 p.m. 159.25 tons of road salt was used for that event.
- 1000 tons of road salt was ordered on 1/28/20 to replenish stock.

MISCELLANEOUS TASKS

- Continued brush cutting operations with the forestry grinder along ditches and box culverts.

- Cleared brush and debris from multiple locations by hand. - UNI Wetland outlet, Center St bridge embankment, Orchard Dr. & Main St. intersection, Seerley Blvd & Main St. intersection
- Cleaned brush away from the northern Q-net with the forestry grinder.
- Poured parking meter pay station pads at Lot G and Lot J on College Hill
- Performed grade work and installed Flexamat system to a storm water discharge at 2702 Quail Hollow.
- Demolished old garage at 1500 Bluff St.
- Six operators attended a ONE CALL conference in Waterloo.
- Repaired a separated field tile by reconnecting it to a sub drain tile at the intersection of Birdsall Dr and Barnett Dr.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
TRAFFIC OPERATIONS SECTION
MONTHLY REPORT FOR JANUARY 2020**

- 122 traffic control signs were repaired.
- Made 5 labels for vehicle maintenance.
- Fabricated 20 signs for various applications.
- Traffic operations completed 3 One Call utility locates.
- Completed 19 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 5 minor projects.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic personnel assisted in 8 different snow plow/removal events.
- Responded to one signal in flash call. Repairs were made and returned to normal operation.
- Installed a 208 volt electric car charger in the garage at city hall.
- Reset time clocks along the Hudson Rd corridor to keep the signal coordination in sync.
- Installed an outside flood light for the brine pump at the public works complex.
- Supplied power and made electrical terminations for the new surveillance cameras in the downtown district.
- Completed traffic operations orientation for the new building maintenance worker.
- Began annual MMU and conflict monitor testing.
- Collected road core samples for engineering on North Union Rd.
- Completed a certification course on the operation of the PCMT - 8000 MMU tester.
- Attended training for vehicle detection cameras.

**DEPARTMENT OF PUBLIC WORKS
OPERATIONS & MAINTENANCE DIVISION
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR JANUARY 2020**

The Fleet Maintenance Section processed 125 work orders during the month of January 4 of them were either sent out or done by staff from other sections.

1,406 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,269.796 Gallons of Ethanol

10,717.520 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of January was 17,987.316 Gallons.

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

Street Section

20174: Replaced axle broken axle assembly with updated version.

235: Replaced worn seat cushion and replaced leaking hydraulic cylinder.

237: Replaced leaking fuel filter housing.

239: Replaced both auger and spinner hydraulic motors.

241: Replaced plow angle hydraulic hose and transmission cooler lines.

243: Replaced salt application valve body.

245: Replaced steering gear.

261: Replaced right cylinder on plow and replaced damaged plow hoses.

262: Replaced faulty starter.

275: Replaced main hydraulic hose from pump to valve body.

277: Replaced broken fuel tank straps.

278: Replaced leaking radiator and plow angle hydraulic hose.

287: Replaced parking brake assembly and driveline yokes.

Refuse Section

321: Replaced worn drag link and installed new power steering reservoir.

334: Replaced leaking fuel tank.

341: Replaced rear brakes, accelerator pedal and hydraulic pump.

346: Replaced suction hose that was worn and leaking.

352: Replaced backup camera monitor.

371: Replaced faulty alternator.

382: Replaced left rear brake chamber.

Water Reclamation

490: Radio and misc. other items completed and put into service.

Parks/Cemetery/Rec Section

2105: Replaced plow lights and cleaned connections.

2108: Replaced fuel tank straps.

21102: Modifications made to allow blower to clear cracks in the concrete.

2142: Replaced blow hydraulic line on plow.

2159: Replaced cutter bar teeth.

2330: Replaced positive battery post terminal.

2400: Modified old railing for the aquatic center pump house.

Engineering

111: Rear differential input seal replaced.

115: Serviced and installed amber strobe light.

Inspection

501: Replaced driveline idlers and pulleys to resolve squealing belt noise.

502: Installed front and rear brakes, new tires and right front hub bearing.

PO2: New vehicle setup and training.

Fire Division

FD501: Replaced seat adjustment switch and serviced.

FD563: Replaced failed transmission.

Police Division

PD01: Replaced failed battery.

PD04: Replaced battery under warranty.

PD12: Water pump replaced under warranty.

PD13: Replaced transmission and front and rear brakes.

PD15: Replaced engine and aligned vehicle.

PD16: Replaced tires.

PD18: Replaced front brake pads and rotors.

Fleet Maintenance

701: Replaced rear brakes.

**PUBLIC WORKS DEPARTMENT
OPERATIONS AND MAINTENANCE DIVISION
PUBLIC BUILDINGS
MONTHLY REPORT FOR JANUARY 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.
- Refilled ice melt containers.
- Delivered janitorial supplies.
- Repaired floor scrubber and replaced batteries.
- Installed dry erase board and hung pictures in Mayors office.
- Repaired two stools.
- Repaired dispenser in women's locker room.
- Replaced stained ceiling tiles.
- Cleaned all handrails in building.
- Troubleshoot power outage in office and found loose wire in junction box.
- Cleaned and sanitized former PD refrigerators for storage.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repaired curtain rod on gym mirrors.
- Repaired two kitchen sinks.
- Mounted air freshener dispensers in public restrooms.
- Ceramics room heat pump was replaced by contractor.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled ice melt containers.
- Mounted overhead projector in small gallery.
- Cleaned clay trap in ceramics room.
- Contractor cleaned drain lines in ceramics room.
- Installed new kitchen faucet in red house.
- Repaired lights in art storage.
- Repaired water fountain and replaced filter.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Refilled ice melt containers.
- Hung bulletin board and brochure holders.
- Patched and painted walls.
- Repaired two stools.
- Cleaned and sanitized handrails.
- Installed corner guards on walls outside meeting room.
- Replaced stained ceiling tiles.
- Installed door bumpers on lobby doors.
- Repaired leak on two faucets.
- Cleaned and sanitized panic bars and door frames.

PHEASANT RIDGE

- Repaired leak on drain HVAC condensate drain line.
- Replaced HVAC filters.

PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Refilled ice melt containers.
- Worked with contractors and building officials to determine cause of heating issue in Directors office.
- Reviewed building automation systems to verify proper operation of systems.
- Met with plumbing contractor to determine cause of gas odor in apparatus bay.
- Mounted three coat racks, bench vise, soap and towel dispensers.
- Treated floor drains.
- Insulated wall and box behind thermostat.
- Set up storage shelving.
- Installed cove base in booking room.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Refilled ice melt containers.
- Repaired motion sensor in Director's office.
- Dried old paint from various buildings.
- Assisted other sections with snow removal.
- Modified threshold in meeting room so door opened easier.
- Repaired wash sink sensor and replaced aerators.
- Completed housekeeping in garage and storage rooms.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Refilled ice melt containers.
- Completed after hours repair of emergency light in men's locker room.
- Met with contractor to plan scaffolding installation.
- Staged lighting supplies for retrofit project.
- Moved lift onto site.
- Replaced stained ceiling tiles.

VISITORS CENTER

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

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT - JANUARY 2020

PLANT OPERATIONS

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

PROJECTS

Staff has been involved with INRCOG and surrounding communities looking into how to proceed with studying regionalization of wastewater treatment in Black Hawk County. This would require wastewater from Cedar Falls to be pumped to Waterloo's collection system to then be transported to the existing facility on the SE area of Waterloo. The costs and benefits of regionalization will be weighed against other options as we move forward to determine the best course of action for Cedar Falls.

Staff has continued rebuilding pumps and motors within the plant. With more than forty pumps and motors used in the processing of water at the treatment plant, rebuilding pumps and motors is an ongoing process, requiring a great deal of staff time.

INDUSTRIAL PRETREATMENT

All industries holding Industrial Wastewater Discharge Permits are required to submit compliance reports in January. All industries submitted these reports on time and all but one were in full compliance with their permits. One industry had a very minor violation due to lost paperwork. An annual report will be prepared in February for DNR.

BIOSOLIDS

We hauled just 36,000 gallons of biosolids out of the plant to local area farm fields in January. An additional 276,000 gallons were processed and dried for disposal later. Data was gathered for the annual report which has to be filed with EPA and DNR by February 19th.

There were 4.77 tons of inorganic materials hauled to the landfill during January.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were four calls concerning sanitary sewer problems in January, none of which involved a problem with the city's main.

There were no calls for problems at lift stations.

Crews cleaned approximately 1800 feet (0.34 miles) of sanitary sewer lines. Another 300 feet of sanitary sewer lines were televised. Cold weather brings our focus indoors to building maintenance on the eighteen buildings for which we are responsible. Staff completed several painting projects in January.

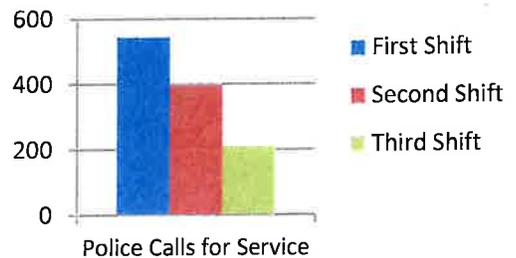
Crews processed eighty five (95) requests to locate sewers in construction areas for the Iowa One Call system. Only thirty three (41) were pertinent and actually required a locate.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JANUARY 2020**

ITEM 10.

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	545	397	211
Traffic Stops	136	131	200
Arrests	8	27	25
Accidents	70	52	9



FIRST SHIFT – Captain Michael E. Hayes

- Officers took a report of an Attempted Burglary at a garage owned by a church. They attempted to cut through the building to gain access, but were unable to do so.
- Officers took a report of a Construction Site Burglary. We were able to gather some evidence and the case is being referred to Investigations.
- Officers took a report of a Stolen Vehicle. The vehicle had just been involved in a Hit and Run in Waterloo. Waterloo and Cedar Falls Officers worked together and located the vehicle parked in the 5 Season's Trailer Park. Waterloo Police Department had a K-9 available that tracked the suspect from the vehicle to where another vehicle must have picked the person up. There were witnesses to the Accident in Waterloo, and their description matches someone who lives close to where the vehicle was found. This case is still under investigation.
- Officers took a report of a Sexual Abuse involving children. Contact was made with Allen's Child Protection Center and an appointment was set up for the children to be interviewed. The case is under investigation.
- Officers took a report of a Stolen Vehicle. The owner left it parked unlocked on the street with the keys in it. There were many valuable items inside of the truck, as well. The case remains under investigation.
- Officers conducted follow up on the Stolen Vehicle from January 4th. The victim was interviewed and we returned some of her belongings to her from the vehicle. The victim admitted that she knew who was driving the vehicle when it was involved in the Accident and that he called her and told her to report the vehicle Stolen. The case is still under investigation.
- Captain Hayes attended the Sturgis Falls Executive Board meeting.
- Officer recovered a vehicle that had been reported Stolen from Waterloo. Waterloo Police were contacted and the vehicle was turned over to them.
- Officer took a report of a Stolen Vehicle from Gold Falls. The victim advised that the vehicle was taken sometime last night.
- Officers were dispatched to 4410 University Avenue on the report of Vandalism to one of the rooms. During the investigation, Officers found that one of the subjects had an Outside Arrest Warrant. They were also found to be in Possession of Drug Paraphernalia. A second subject was also arrested during the investigation for Harassment of a Public Official, Possession of Drug Paraphernalia, and Criminal Mischief in the Third Degree.
- Officers responded to a Business Burglary at 1524 Independence Avenue. During the investigation, it was found that the front gate had been damaged and a building had been ransacked.
- With icy street conditions, Officers responded to 16 Accidents in a two hour time span.
- Officers were dispatched to a report of an Assault at 1813 West 8th Street. The victim stated that he was Assaulted by another male at an apartment. During the Assault his phone was taken. The victim also reported that a female may have also been Kidnapped. When Officers arrived they met with the victim and the female that was reportedly Kidnapped - she denied. The victim and female were brought to the Police Station for statements. The suspect in the case was not at the residence when Officers arrived. The investigation continues.
- Officers were dispatched to Walmart on the report of two Suspicious Subjects, a white female and a white male, in the store. Employee stated that it looked as though the subjects were going to take items and push them out of the store in a cart. The subjects then left without the items, but the female left a purse in

the cart. Inside the purse is what employees thought was a pistol. Officers did seize the purse as f property - the pistol ended up being a pellet / BB gun. The female and male may be part of theft ring working the Waterloo / Cedar Falls Walmarts. The female matches the description of a suspect from a Walmart Theft in Cedar Falls on January 17th. She is also a suspect in a Theft from the Waterloo Walmart. Video is being obtained for identification purposes.

- Officer arrested an adult male for Child Endangerment. The arrest comes from an incident that the Officer worked in November 2019, in which the offender is accused of using Methamphetamine in front of the minor child, and exposing said child to the drug. Offender was booked in at the County Jail.
- Officer responded to a report of a Public Intoxication where a male had exited a vehicle and urinated in the street. Upon Officers arrival, they located the male in his vehicle and he was extremely intoxicated. The male had been there all night long and needed medical attention. He was taken to MercyOne Cedar Falls by paramedics. Officers spoke with the witness and gathered a statement. Upon the suspects' release from the hospital he was arrested and transported to Jail.
- Officers assisted the Investigations Unit and Polk County with an Arrest Warrant for an adult male. The Warrant was for Willful Injury to a Subject in Des Moines. He was arrested without incident.
- Officers were called to an Animal Complaint of pit bull at large. The owners were not home and the dog was aggressive enough that Officers did not want to exit their vehicles. Animal Control was contacted and assisted in securing the dog in the back yard. Officers will complete follow-up and cite the owner.
- Officers were contacted by the Department of Human Services reference a possible Exploitation of a Child. Information was taken for the case and the investigation is on-going.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers learned of a subject on Calumett Drive with Active Warrants. The male was located and arrested.
- Officers were dispatched to the report of a Wanted Subject in the Lincoln Street Mobile Home Park. Upon arrival, Officers located the subject at Lot 27 and he was taken into custody.
- Officers were dispatched to the report of a Stolen Purse in the Hy-Vee parking lot. The victim believes another female staged a fake accident, and then had someone steal the purse.
- Officers were dispatched to the report of a Wanted Subject on Maple Street. The male subject attempted to run out the back door when Officers arrived on scene. He then hid in a tree house, until he could be convinced to cooperate with Officers. He was arrested on the Warrant charges.
- Officers were dispatched to Scheels for a Theft. A female was taken into custody on Theft 5th charges.
- Officers were dispatched to the report of a possible Fire in the area of Balboa Avenue. Officers saw flames and evacuated a residence. Officers learned a male subject used sawdust, motor oil and a starter log to start a fire in his fireplace. The fire was limited to the fireplace chimney.
- Officers were dispatched to the report of a Shoplifter at Walmart. Upon arrival, Officers learned that a male subject was "under-scanning" items at the self-check-out. The male was arrested for Theft 5th.
- Officers were dispatched to the report of a Shoplifter at Scheels. A female was arrested and charged with Theft 5th.
- Officers were dispatched to the Red Dot Storage for the report of a Burglary. Upon arrival, Officers learned that several items were taken from one of the storage units, including a Harley Davidson motorcycle.
- Officers were dispatched to Mallard Point for a grenade found in one of the rooms. The Waterloo Police Department Bomb Squad was called to assist with removal of the item.
- Officers were dispatched to the report of a SUV that struck a house on Spruce Hills Drive. Upon arrival, Officers located the vehicle parked parallel with the house, with the rear against the front steps. The driver was revving the engine, and appeared to be having a seizure. Officers learned that the vehicle came from a house on Bergstrom Boulevard, and while having the seizure, the driver backed down the street, nearly striking another car and a tree. Officers were eventually able to get the driver out of the car, and the situation under control.
- Officer took a report of a Fraud on Facebook regarding the purchase of a dog at 700 West Ridgeway Avenue #642.
- Officers were dispatched to a Shoplifter at Target. An adult female was arrested and charged with Theft 3rd.
- Officers responded to a report of an Assault in progress at 2216 Lincoln Street #13 and subsequent investigation led to the arrest of an adult female on two Arrest Warrants and Providing False Identification

- Officer made a Traffic Stop in the 1400 block of West 1st Street and investigation led to the arrest of an adult male for Driving While License Barred.
- Officers dealt with numerous Accidents and Traffic Hazards throughout the City as a significant winter storm created difficult travel and overall conditions.
- Officers handled many Traffic Hazards due to extremely cold wind chills and drifted snow causing poor road conditions.
- Public Safety Officers assisted with a House Fire at 3708 Eastpark Road. The Fire was knocked down quickly with minimal damage to the structure.
- Officers were dispatched to the report of a Shoplifter at Scheels. A female was arrested and charged with Theft 5th.
- A male subject was arrested after Stealing from Walmart. The male subject came into the store, picked up an item and then returned it. He was given a gift card. He was then noticed at the self-checkout ringing up some items and not others. He was charged with Theft 3rd and Driving While License Barred.
- Officers located a female subject, in a snowbank at South Main Street and Greenhill Road. She was stuck in the snow and trying to drive her car out. The female was showing signs of intoxication, and was later charged with Operating While Intoxicated 1st.
- Officers were dispatched to Walmart for a female Shoplifter in custody. The female was charged with Theft 5th.
- Officers were dispatched to the report of an Assault on 7th Street. After further investigation, Officers were able to make contact with the male offender, and he came to the Public Safety Building. He was charged with Domestic Assault.
- Officers following up on a Theft from the Kwik Star on Coneflower Parkway; were able to make contact with a juvenile Shoplifting suspect. A few days prior the juvenile male, took a six pack of White Claw from the store. He was identified by other shoppers in the business. The male was charged with Theft 5th.
- A Community Service Officer notified Officers that he observed a Fight outside of Little Bigs. Officers responded to the area. While Officers were enroute; the victim called Dispatch. Officers arrived on scene and made contact with the victim. They had a good description of the suspect, due to Officers at the Police Department being able to replay the video. The suspect was located and charged with Public Intoxication and Assault.
- Officers were dispatched to the report of a possible Wanted Subject at College Square Manor. The female had left upon Officers' arrival, but they learned she may have gone to Hy-Vee. She was located at Hy-Vee and placed under arrest for the Warrants.
- Officers were dispatched to the report of a possible Wanted Subject in a driveway, near the intersection of Lone Tree and Ford Roads. Officer located the male subject in a truck on the property. He was arrested on the Warrants.
- Officers were called to the Farm Fleet for a Theft. Upon arrival, Officers learned the subject had taken two Milwaukee tools. He was observed on video concealing the items. He left before Officers could arrive on scene. A Deputy went to the area where the suspect vehicle came back to in Waterloo. After a short Foot Pursuit he was taken into custody. The male was charged with Theft 4th.
- Follow-up investigation led to the arrest of an adult female for Possession of Marijuana.
- Officers responded to Kohl's for Shoplifters in custody. Subsequent investigation led to the arrest of three juvenile females for Theft 5th.
- Follow-up investigation led to the arrest of an adult female for Theft 5th.
- Officers responded to a report of an adult male who had Discharged a Firearm inside his home and the projectile went through the wall into another occupied dwelling. The weapon was seized and charges will be filed after review of the incident.
- Officers located a subject at 4410 University Avenue and an adult male was arrested on a Sexual Offender Registration Violation Warrant.
- Officers responded to a Traffic Hazard at Erik / Hudson Roads and subsequent investigation led to the arrest of an adult male for Driving While License Barred and Theft 5th.
- Officer took a report of an Assault that occurred at 700 West Ridgeway Avenue #216. Investigation continues.
- Officer took a report of a Fraud where a juvenile opened a credit account in their mother's name. Investigation continues.
- Officer took a report of a Theft from Peppers Boutique 213 Main Street. Investigation continues.

THIRD SHIFT – Captain Mark Howard

- An Officer was flagged over by Voodoo Lounge staff who pointed out a subject on the sidewalk they were having troubles with. The subject then took-off running from the Officer. That subject was caught a short time later and arrested for Public Intoxication.
- Officers were called to 310 Iowa Street for a Burglary report.
- Officers were sent to 510 Bonita Boulevard for a possible Disorderly. The problem subject had left before Officers arrived.
- Officers were called to back to 510 Bonita Boulevard and all parties checked OK.
- Officers were called to 1819 #6 University Drive for a possible Assault. The parties were separated for the night.
- Officers were called to the McDonald's on 1st Street for a possible Drunk Driver. Officers were not able to locate the vehicle.
- Officers were called to Aldi's for a Police Alarm.
- Officers were called to Loud Party at Hillcrest Apartments. Officers made contact with a small gathering and Advised to turn the music down.
- Officers called to a Shooting. It was reported a male shot himself in the head. Officers arrived and found four small children along with their mother. Officers found a deceased male. Investigation continues.
- Officers called to an Intoxicated Male at the Kwik Star on College Hill. It was reported he was standing in one of the isles eating chips he had not paid for. Officers made contact with him. The male was uncooperative and was arrested for Public Intoxication.
- Officers called to Deringer's Public Parlor for a report of two subjects about to Fight. Upon Officers arrival, the subjects already left the area.
- Officers called to the area of 3211 Terrace Drive for an Abandoned 911 Call. Dispatch advised the plotting of the phone showed it was moving in this area. Officers checked the area and were unable to locate anything.
- Officers were dispatched to a Runaway. The family believed the 17 year-old daughter was with her boyfriend in Waterloo. Family was unable to give any idea where in Waterloo they might be.
- Officer dispatched to assist Department of Human Services doing a Welfare Check of a two year-old. The report was the mother was intoxicated and unable to care for the child. After an investigation, Officer determined the mother was not intoxicated. The child checked safe.
- Officer found a garage door open on Glen Oaks Drive. Officer noticed this garage door is always closed at night. Officer made contact and determined the homeowner just forgot to close the door. The homeowner could not determine if anything was stolen or not and will make a report if they find anything missing.
- Officers were dispatched to the McDonald's on Viking Road for a female that met a male on a dating website "Let's Meet". The female was picked-up in Traer by male and driven to Cedar Falls to get food. The female was now "creeped out" by the male and wanted assistance. Officers spoke with the male and advised him to have no further contact with the female.
- Officers assisted with a Black Hawk County Sheriff Office initiated Vehicle Pursuit. The Pursuit came into Cedar Falls, and the suspect came to a stop in the area of Hawthorne and Ashland Avenues. Cedar Falls Police Department assisted in taking two juveniles into custody for the Sheriff's Office.
- Officers were called to the area of Lone Tree Road for horses that were loose in the area. Officers were able to locate the owner of the horses, and they assisted with getting the horses fenced in.
- Officers were called to Hy-Vee to serve a person with a No Trespassing Warning. The male was in the restroom of the store, and was suspect of Stealing items from the store in the past. Officers made contact with the subject and Advised him of the complaint and warning. He was also listed in the Trespassing Book at the Police Department.
- Officers were called to a Suspicious Female banging on the door of a residence of a Highland Drive home. When Officers arrived, the female was gone. Officers checked the area and found a vehicle in the Reporting Party's driveway. It was learned that the Suspicious Female drove the vehicle through a couple of yards and damaged the vehicle and the yards. Officers couldn't locate the female or make contact with the Registered Owner of the vehicle. The vehicle was towed and the case is on-going.

- Officers were called to a Car Alarm going off in the area of Gold Falls Villa. Officers located the vehicle but couldn't locate a Registered Owner. Officers did not see any signs of Suspicious Activity. Officers continued to check throughout the Shift.
- Officers were called to 5 Seasons Trailer Park for a Male / Female Disorderly. Officers learned that the female wanted the male to leave for the evening, as they had been fighting. Officers stood by while the male got some items and left for the evening. The Fight was verbal only.
- Officers were called to assist a female with retrieving some items out of a trailer on Lincoln Street. It was learned that the female had left the trailer because the male she had been living with was being abusive and he was drunk. The male would not let her come back and get her stuff. Officers assisted in getting her items.
- Officers were called to Pointe West Apartments on the report of a Stolen Vehicle. The report was that the Registered Owner had the car running and someone took it. Officers found the vehicle in the complex parking lot. The vehicle was not running, but the keys were inside. It appears someone drove the vehicle a short distance and then went through the vehicle. A report has been started.
- While on Patrol, Officers came across a Suspicious Subject in the area of 22nd and Olive Streets. Officers made contact and got his information. The Suspicious Subject checked OK and was sent on his way.
- While on Patrol, Officers observed subjects outside of Voodoo Lounge fighting. Contact was made and it was learned that one subject was trying to start a Fight. That male was arrested for Public Intoxication and Disorderly Conduct by Fighting.
- Officers were called to Hudson to assist their Police Department with a Stolen Vehicle Recovery. The vehicle was reported Stolen out of Cedar Falls earlier, and it was found unoccupied in Hudson. Officers took possession of the vehicle to have it processed.
- Officer called to a subject rummaging through the dumpster at Trinkets and Togs at College Square. The report was the person was dumpster diving and got his truck stuck between the dumpster and the building. The vehicle was gone upon Officers arrival. There was no damage to the dumpster and nothing gone through but the dumpster.
- Officers conducted a Traffic Stop. The driver was placed under arrest for Driving While License Revoked.
- Officers were called to a Suspicious Subject in the area of College Square Manor. The Reporting Party stated that the unknown male was looking in the windows of apartments. The Reporting Party had video footage of the suspect, but he remains unknown. The area was checked and the male was gone. The Reporting Party was advised if the male returned.
- Officers were later called back to College Square Manor for a male that wouldn't leave the Reporting Party's apartment. An Officer on scene found out the male was staying at the apartment and the Reporting Party wanted him to leave. The male had left prior to Officer's arrival.
- Officers were called to a 10-50 Accident at Ridgeway Avenue and Highway 58. A Traffic Investigation on scene found that one of the vehicles was following the other vehicle too close. That driver was cited for the Accident.
- While on Patrol, Officers witnessed a male that was falling down while walking on the sidewalk. Contact was made with the subject and it was determined that he was intoxicated. He was arrested for Public Intoxication.
- Officers were called to a Loud Party in the area of Hidden Valley Apartments. Officers made contact with the resident. While speaking to the resident, one of the responding Officers recognized a subject with an Outstanding Warrant. He was taken into custody and served the Warrant.
- Officers conducted a Traffic Stop on a vehicle travelling on the wrong side of 18th Street. Sobriety Tests were performed on the driver and he was arrested for Operating While Intoxicated.
- Officers were called to 1813 West 8th Street on the report of a man here that threatened another man with a gun. Officers learned that there was never a gun displayed, and Officers found a male matching the suspect's description. A Search was conducted of the male, and consent was given to Search the vehicle he was inside of at the time. No gun was ever found and the suspect denied the accusation.
- Officers monitored the bars for occupancy and spoke with management to ensure that they were following a procedure to adhere to their occupancy.

- While Foot Patrol Officers were issuing a citation, staff from Little Bigs came out and advised Officers of a subject passed out by a back table. Officers made contact with the subject and he was arrested for Intoxication.
- Later, the same Officers on foot were sent back to Little Bigs for a minor that was in the bathroom, vomiting, and not responding to staff. Contact was made with the male and he was arrested for Intoxication.
- While on Patrol, Officers found a male walking in jeans and a jersey. Contact was made. The male stated he was visiting from out of town and got separated from his friends, his phone died, and he didn't have money to get back to the apartment. The male was given a ride and got out of the cold.
- Officers were called to Casey's General Store at 6th and Main Streets for a Larceny where the subject had just left the store. Officers made contact with a male that matched the description at 11th and Main. The male admitted to opening a bag of chips and a bottle of water in the store. He ate the chips in the store and then left. The male was arrested for Intoxication; Casey's General Store did not wish to pursue anything further.
- Officers were called to the Days Inn on University for a Male / Female Fight. Officers made contact with both parties in room 261. The subjects admitted to fighting, but that nothing had happened. Officers escorted the male away from the hotel.
- While on Foot Patrol on College Hill, Officers made contact with an intoxicated male. The male was later arrested.
- Officers were called to the area of Highland Drive on the report of a subject trying to get into a residence. On the way, Officers learned that the subject had gone to the back of the residence and was trying to gain entry in the back door also. Officer found the subject in the back yard of the Reporting Party's residence and made contact. The male was adamant he was at his cousin's house and that his cousin wouldn't let him in. The Reporting Party had no knowledge of the suspect male, or his cousin. The suspect male was arrested for Intoxication.
- Officers were called to 2610 Walnut Street for a Suspicious Male. Officers checked on the subject who checked OK.
- Officers were called to a Hit and Run Accident at 400 block of Main Street. Someone hit a park bench on the sidewalk. This case is under investigation.
- Officers were called to 1207 Algonquin Drive for a possible Shots Fired. Officers checked the area and did not locate anything.
- Officers were called to 1934 Campus Street for a vehicle with its alarm going off. Officers were unable to locate an owner for the vehicle and were unable to silence the vehicles alarm.
- Officers were called to the Tobacco Outlet at 4116 University Avenue for a Burglary in progress. The Reporting Party could see two subjects in the business. When Officers arrived, the front door was pried open and there were tracks leaving through the snow. Officer Belz was called to the scene to process evidence including tire tracks. While searching for the subjects, an Officer located one subject possibly involved. This subject was taken into custody for an unrelated Warrant. Investigation continues.
- Officers were flagged over at 7th and Main Streets by a subject who was extremely intoxicated. This subject then became combative with Officers and was arrested for Intoxication and Interference.
- Officers were called to the Casey's General Store on Center Street for a male that was walking down the center of the road. When the Reporting Party stopped, the male tried to get into his car. Officers made contact with a male subject and he was arrested for Intoxication.
- Dispatch received a call from the Veteran's and Military Crisis Center to do a Welfare Check of a male that called stating he was going to hang himself. Officers were familiar with the subject and made contact. The subject had to be restrained by Officers, and was taken to Covenant Hospital for a mental committal.
- Officers conducted a Traffic Stop on a vehicle in the area of 1st and Main Streets. Upon further investigation, the driver of the vehicle was taken into custody for Operating While Intoxicated.
- Officers were called to a Loud Party in the 2600 block of Walnut Street. Officers arrived on scene and shut the party down. While at the residence, Officers issued a citation to the tenants, and a Loud Party Referral has been completed for Code Enforcement.

- Officers were called to the 800 block of Walnut Street for barking dogs. Officers have been to location before, and a citation is being issued to the tenant. A Landlord Referral is being completed and information forwarded on to Code Enforcement.
- Officers made contact with a couple of Suspicious Subjects hanging around the fenced in area of Taylor Veterinary Hospital. Contact was made with the subjects and they were identified. The subjects had no business with the hospital, and they were sent on their way.
- Officers were called to a Suspicious Male that was going through dumpsters in the Hillcrest Park Complex. Contact was made with the male and his information was taken. The male was Advised and sent on his way
- Officers were called to the Hilton Garden Inn for a male subject that was out of control. That subject was arrested by Officers and charged with Intoxication, Criminal Mischief, Assault on a Peace Officer, and Interference with Officer Acts.
- Officers were called to 823 Oak Park Boulevard for a Suspicious Subject knocking on the door. Officers were unable to locate anyone.
- Officers were called to 1125 Lantz Street for a possible Prowler. Officers did not locate anyone.
- Officers were called to a Vehicle in Ditch at Viking Road and Golden Rod. The driver was located and charged with Operating While Intoxicated 3rd Offense and Driving While License Revoked.
- Officers were called to The Quarters on West 27th Street for a possible Gun Shots. Officers talked with several subjects and nothing was located.
- Officers were called to the 300 block of Main Street for a possible Drunk Driver. When Officers located the subject he took-off running. Officers did catch the subject who was charged with Intoxication.
- Officers were called to the 400 block of Washington Street for a subject who called in demanding a jump for his car. Dispatch advised that the subject seemed very intoxicated. He was located and was arrested for Intoxication.
- Officers were called to Gold Falls Villa for a Suspicious Subject possibly breaking into an apartment. When Officers located the subject, they determined that he lives at that address and had locked his keys inside.
- Officers were called to the City Shop at 15th and Bluff Streets for the gate being open. Officers were able to shut the gate.
- Officers were called to 2304 Olive Street for Loud Subjects. The residents were Advised of the complaint.
- Officers were called to a Loud Party at 2107 #64 College Street. Party was shut down and a Loud Party Referral was completed.
- Officers were called to 8th and Franklin Streets for possible Shots Fired. Officers did not locate anything.
- Officers were called to 1007 Westview Street for a Disorderly. Officers met with both a male and a female. Parties were separated there was no assault.
- Officers were called to the rear of Little Bigs for a female who had overdosed on alcohol. Officers assisted paramedics. The female was taken to the hospital.
- Officer located a Suspicious Vehicle at the 600 block of 4th Street. Officer arrested two subjects in a vehicle both smoking Marijuana.
- Officers were called to 1022 Lakeview Drive for a subject trying to break into a residence. When Officers arrived, the Reporting Party stated that she believed the subject was gone. She did request Extra Attention.
- Officer was called to 4322 West 1st Street for a Vehicle in Ditch. The driver was arrested for Operating While Intoxicated.
- Officers were called to West 1st and Franklin Streets for the traffic lights that were out. A Reserve Officer remained on scene and Officers took portable Stop signs to the intersection. The lights were fixed several hours later.
- Officer was called to 1003 Clark Drive for a subject having a heart attack. The Officer assisted paramedics.
- Officer took a report of a Stolen Vehicle from 2615 Eddie Street.
- An Officer noticed a male subject urinating on the sidewalk in front of The Other Place. That subject was arrested for Public Intoxication.

- Officers were called to 21st and Washington Streets for a Disorderly. When Officers arrived, they found a female bleeding from the face and head. Officers called for paramedics and the female was taken to the hospital. The female advised Officers that a male came up behind her and tried to rape her. The male with the female told Officers the same story. The Reporting Party along with the female's roommates all advised it was the male that had Assaulted her. Even at the hospital the female refused to change her story. Supervisor spoke with the County Attorney who advised to charge the male.

INVESTIGATIVE UNIT – Captain Jeff Sitzmann

- Investigator Bellis continues to investigate the December Homicide. His investigation has included multiple Search Warrants on cell phones and social media accounts, interviewing of witnesses, completing narrative reports and examining documents associated with data obtained through Search Warrants. He has also been in regular contact with the County Attorney's Office to discuss next steps.
- Investigator Devic has been tasked with documenting all private camera systems which have been submitted to our City Website. Many private citizens have self-reported their cameras to give Police access, if needed. This is the result of requests made through our Currents newsletter.
- Investigator Mercado has continued the investigation into a Burglary at a local retail store. The suspects in the Cedar Falls case committed very similar crimes in other states and two subjects have been arrested. A Warrant has been issued for the suspect in the Cedar Falls Burglary.
- Investigators spent time working on a Financial Fraud which took place at a Cedar Falls department store. The suspects purchased high dollar merchandise and tricked the cashier into ringing up the transaction as if cash was used. The suspects then returned the merchandise at another store and received cash. This was done in Minnesota, Wisconsin and Tennessee. Two of the suspects are in custody in Tennessee.
- Lieutenant McNamara completed multiple cell phone examinations during the month that were related to the December Homicide on Main Street.
- Investigator Gerzema completed an eight day Cellbrite Training / Certification course at Camp Dodge. He is now certified as a forensic examiner of electronic devices and will share those duties with Lieutenant McNamara.
- School Resource Officer Ferguson instructed over 20 classes of Cedar Falls students on the topics of Illegal Drugs, Bullying and Internet Crimes. This is just a small part of the daily duties for the School Resource Officer.
- During the month, Investigator Belz processed three Recovered stolen vehicles. All of those cases have been assigned to an Investigator.
- On January 23rd, the Investigative Unit assisted Third Shift Patrol with an investigation of a reported Suicide. There were multiple factors which caused Officers to be suspicious about the circumstances surrounding the death of a man in his home. After further investigation, it was determined that the man death was a Suicide.
- The Investigative Unit assisted with a Burglary at a tobacco business on January 23rd. Two suspects were able to pry open the front door to gain entry. Once inside, the suspected made multiple attempts to get into the safe but were unsuccessful. Investigator Mercado has been assigned this case.
- On January 25th, the Investigative Unit assisted the Des Moines Police with an Assault investigation. A dating couple from Cedar Falls went to Des Moines during the week and stayed at a motel. While in the motel the male Assaulted the female by punching, kicking and grasping the neck of the female victim. An Arrest Warrant was issued for the male and Cedar Falls Investigators located him. We also seized a weapon from his residence after the Court ordered the suspect to surrender his weapons.

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Cross assisted with securing the scene of a Death on January 5th until it was deemed the scene could be released.
- The Reserve Unit January Training and Meeting was held on January 14th. It included Training on Building Searches and Active Shooters. This was held at a building on the University of Northern Iowa property that was opened up to our Department for Training Scenarios.
- Reserve Officers Buck and Jaeger assisted with 48-Hour Parking Enforcement on Second Shift on January 21st in reference to vehicles not being moved after a snow fall.

- Reserve Officer Aries attended Module A Training at Hawkeye Community College on January 25th and 26th. He continues to test after receiving the Module Training.
- Reserve Officers Erickson, Hines, and Spray continue to Field Train on Second and Third Shift Patrol.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol during the month of January. They assisted with Calls for Service, Traffic Enforcement, Foot Patrols of bars, and Extra Attention to parks and other areas including College Hill and Downtown. They also assisted with transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of January, the Reserve Unit logged a total of 150.5 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	17
Bostwick, J	4
Buck, M	24.5
Burg, A	4
Cross, K	7
Erickson, N	24.5
Griffin, T	4
Hines, C	16
Jaeger, D	32.5
Spray	17
TOTAL	150.5

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.
- Kristi Hanson started as an intern with Public Safety. She is a Criminal Justice student at Hawkeye Community College.
- Officer Gerzema attended Cellbrite Certification at Midwest Counterdrug Training Center (MCTC) in Johnston, IA.

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:January 2020Total 2020**ITEM 10.**

Group A Crimes		
Assault	9	9
Burglary/B&E	7	7
Theft	33	33
Motor Vehicle Theft	3	3
Counterfeit/Forgery	2	2
Fraud	7	7
Stolen Property	1	1
Vandalism	8	8
Drug Offenses	4	4
Weapon Law Violation	1	1
 Group B Crimes		
Disorderly Conduct	3	3
Driving Under Influence	4	4
Drunkenness	20	20
Non-Violent Family Offense	1	1
Runaway	4	4
Trespassing	1	1
All Other Offenses	10	10
 Group A Total:	75	75
Group B Total:	43	43
Total Reported Crimes:	118	118
 Traffic Accidents		
Personal Injury	5	5
Property Damage	49	49
Total Reported Accidents	54	54
 Driving Offenses		
Driving While License Barred	1	1
Driving While Denied/Cancelled/Suspended/Revoked	3	3
Total Driving Offenses	4	4
 Alcohol/Tobacco Violations	34	34
Calls For Service	1,565	1,565
Total Arrests	60	60

CEDAR FALLS FIRE RESCUE

JANUARY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Provided one Smoke Detector Check / Install.
 - Provided one Fire Prevention Activity by giving a ride to a poster contest winner from North Cedar Elementary School.
 - Provided one Station Tour to a group from Boys Scouts of America.
 - Provided one Public Relations Activity with Truck 501 by doing a ride along to a student from Hansen Elementary School.
- Station #1 (Red Shift):
 - Provided two Public Relations Activities.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 58 hours of Shift Duty in January.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- January Rental Inspections: 17
- January Re-Inspections: 10
- January Daycare / Preschool Inspections: 4

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire In-Service Training consisted of: Ladder Drills, Search & Rescue, Forcible Entry, 540 Cascade System, and 511 Operations. Training was held at the Lutheran Student Center with the coordination of the University of Northern Iowa.
- Public Safety Officers completed their monthly checklist of Knowledge and Performance Tasks.
- New Public Safety Officers continued their Fire Fighter 1 and Hazardous Materials Certification Testing.
- January Walkthroughs at the University of Northern Iowa were at Strayer-Wood Theater.
- Captain Wright attended a Leadership in Supervision: Creating Environments of Professional Growth Class at the Fire Service Training Bureau campus in Ames, IA
- Public Safety Officers Lechtenberg and Helgeson began their EMT classes.
- Many Public Safety Officers have been working on their FF2 certifications.

FIRE RECORDS – Lieutenant Marty Beckner

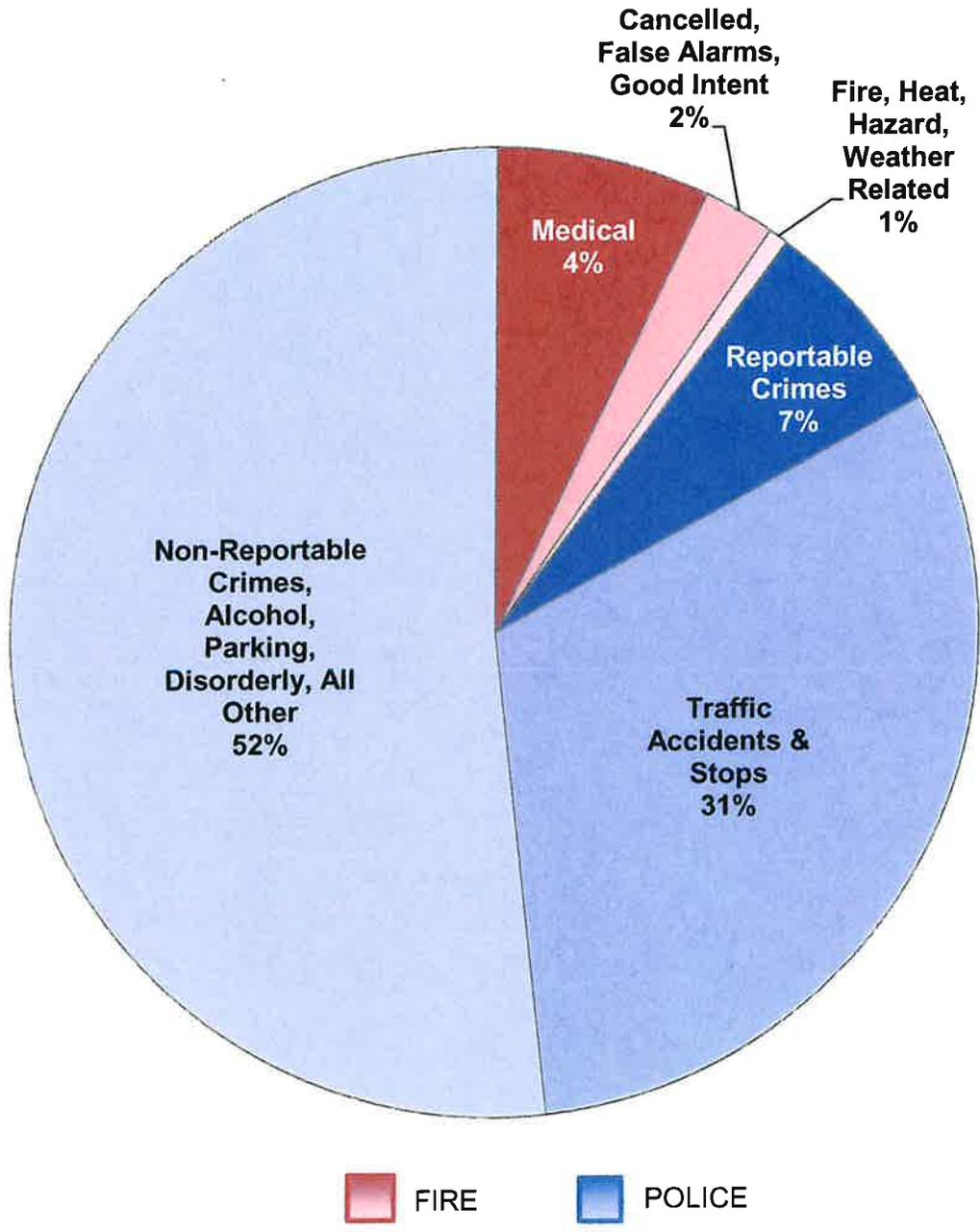
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- Self-Contained Breathing Apparatus (SCBA) Inspection the first Wednesday
- Self-Contained Breathing Apparatus (SCBA) Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- 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											
Cancelled, False Alarms, Good Intent	42											
Fire, Heat, Hazard, Weather Related	12											
Totals	178											

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 Experience Survey (January)



**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: March 12, 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) Barn Happy, 11310 University Avenue, Class B native wine - renewal.
- b) Social House, 2208 College Street, Class C liquor & outdoor service - renewal.
- c) The Stuffed Olive, The Roxxy and Deringer's Public Parlor 314-316 Main Street, Class C liquor & outdoor service - renewal.
- d) Voodoo Lounge, 401 Main Street, Class C liquor – renewal.
- e) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor - renewal.
- f) Chad's Pizza, Birdsall Park Softball Complex, Class B beer & outdoor service - 6-month permit.
- g) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor – new.



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: March 13, 2020
SUBJECT: Firefighter Transition Task Force

As part of the City Council’s action on February 20, 2020 to immediately carry out the full implementation of the City’s Public Safety Officer Model, which included the immediate elimination of the Firefighter job classification, the Mayor created the Firefighter Transition Task Force. The Task Force was charged with providing a plan of equitable outcomes for former firefighters displaced as result of the above Council action.

The Task Force has met in open meetings to discuss the various options. As part of those meetings, the Task Force reviewed legal limitations to various options and determined the best options under those parameters.

Attached is the proposed plan as recommended by the Task Force. As part of that plan, there are also other attachments that relate to some of the options. Attached are the following:

- Proposed Transition Plan for Reorganization
- Resolution approving and adopting the proposed transition plan
- Amended PSO Job Classification
- Letter of Recommendation
- Resignation of Employment and Release Agreement

You will note that in the plan, there are various important dates that certain choices will need to be selected by each individual employee. The Task Force believes the enclosed proposed implementation plan represents fair options for the displaced firefighters.

If you have any questions, please feel free to contact any of the Task Force members.

Frank Darrah, Mayor Pro-Tempore (Presiding Officer)
Simon Harding, Cedar Falls City Council Ward 4
Kevin Rogers, City Attorney
Jennifer Rodenbeck, Director of Finance & Business Operations
Craig Berte, Acting Police Chief
Brian Heath, Operations and Maintenance Division Manager

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING THE RECOMMENDATIONS OF THE MAYOR'S FIREFIGHTER TRANSITION TASK FORCE RELATIVE TO A TRANSITION PLAN FOR THE IMMEDIATE IMPLEMENTATION OF THE PUBLIC SAFETY OFFICER PROGRAM, APPROVING AND ADOPTING A REVISED JOB CLASSIFICATION FOR THE POSITION OF PUBLIC SAFETY OFFICER, THE FORM AND CONTENT OF A LETTER OF RECOMMENDATION, THE FORM AND CONTENT OF A RESIGNATION OF EMPLOYMENT AND RELEASE AGREEMENT; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AND ALL SUCH APPROVED DOCUMENTS AS NECESSARY

WHEREAS, the City Council of the City of Cedar Falls, Iowa, on February 20, 2020, by way of Resolution No. 21,893, resolved to immediately carry out the full implementation of the City's Public Safety Officer program; and

WHEREAS, in response to this City Council action Mayor Robert M. Green created a Firefighter Transition Task Force; and

WHEREAS, Mayor Green charged the Task Force with determining and recommending a plan of equitable outcomes for former firefighters displaced as a result of the elimination of the Firefighter job classification; and

WHEREAS, the Task Force, chaired by Council Member Frank Darrah, met in open meeting format to consider such a plan; and

WHEREAS, the Task Force has now recommended such a plan for approval by the City Council.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa:

Section 1. The Proposed Transition Plan for Reorganization of the Public Safety Program ("Plan") attached hereto and incorporated herein by this reference is hereby authorized, approved and adopted in its entirety, and City staff is hereby authorized, empowered and directed to do all such acts and things necessary and appropriate to

carry out and comply with the provisions of said Plan.

Section 2. The Job Classification of Public Safety Officer referenced in the Plan and attached thereto and incorporated herein by this reference is hereby authorized, approved and adopted as amended.

Section 3. The form and content of a letter of recommendation referenced in the Plan and attached thereto and incorporated herein by this reference is hereby authorized, approved and adopted and the City Administrator is hereby authorized and directed to execute and provide as necessary said letter of recommendation on behalf of the City to displaced firefighters according to the terms of the Plan.

Section 4. The form and content of the Resignation of Employment and Release Agreement (“Release Agreement”) referenced in the Plan and attached thereto and incorporated herein by this reference is hereby authorized, approved and adopted and the City Administrator is hereby authorized and directed to execute said Release Agreement on behalf of the City as a condition of severance payments to displaced firefighters according to the terms of the Plan.

ADOPTED this 16th day of March, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

PROPOSED TRANSITION PLAN FOR REORGANIZATION
OF THE
PUBLIC SAFETY PROGRAM

I. Immediate Steps

A. Meet With Immediately Affected Employees (3/3/2020)

1. Explain current employment status
2. Answer questions
3. Maintain communications as plan is finalized
4. Paid administrative leave commenced 3/3/2020; paid administrative leave will last through 6/22/2020

B. Affected Employee Options

1. Cross-train for PSO position
 - a. Full-time, non-cross trained firefighters to be provided with these options; part-time firefighters will be laid off on 4/14/2020. POC's on the police side and POC's on the fire side will be retained but not offered the three options
 - b. Application for PSO position due 3/23/2020
 - i. Must meet minimum qualifications
 - ii. Job classification modified (Amended PSO Job Classification attached)
 - iii. If application deadline is not met, employee will not be treated as an incumbent if the employee applies later (regular civil service process)
 - c. Initial screening process (same as current screening for PSO position)
 - i. Test date is 3/24/2020 (internal applicants only)
 - I. Comprised of physical fitness, written exam & interview
 - II. If any portion is not passed, test is stopped and candidate will be allowed to retest for unpassed portion (maximum 3 attempts)
 - ii. If second test date is necessary it will occur on 3/27/2020 (internal candidates only)
 - iii. Third test date is 3/31/2020 (internal candidates only)

- iv. If additional test dates are necessary, they will be scheduled on 4/1/2020, 4/3/2020
- v. If employee does not pass initial screening, still may elect severance option
- d. If employee passes initial screening, the employee will be appointed on 4/14/2020 to PSO position subject to completing Iowa Law Enforcement Academy (ILEA)
 - i. Pay, accrued benefits, etc will need to be coordinated with new collective bargaining unit, the Teamsters.
 - ii. Current accrued benefits would be converted to PSO schedule as necessary
 - iii. Seniority, again, must be coordinated with new bargaining unit
 - iv. No new probationary period
 - v. Field training to commence upon appointment
 - vi. Civil service rights attach upon appointment
 - vii. No severance option after appointment
 - viii. Not eligible for recall under Firefighter CBA
- e. Successful completion of Iowa Law Enforcement Academy (ILEA) (first date of physical testing on 4/7/2020; first date of ILEA is 4/27/2020)
 - i. 1 year to enroll in ILEA (but must meet application deadline above)
 - ii. If employee does not timely enroll in and then successfully complete ILEA, immediate termination of employment (no severance)
 - iii. May enroll in Fall, 2020, ILEA or January, 2021 ILEA
 - iv. Placement in which ILEA within the discretion of the Public Safety Director
- f. After successful completion of ILEA, employee assigned to police/fire shift
- g. Cost for this option: approximately \$13,000 per employee
- 2. Apply for another position in the City (application deadline is 3/23/2020)
 - a. Must be a posted job opening within an established job classification with no active civil service list (openings are constantly updated on website)

- b. Employee must meet minimum qualifications for the position
- c. Civil Service laws may dictate placement on civil service list
- d. Wage rate established per collective bargaining agreement in new position if there is one; otherwise, for non-collective bargaining unit jobs, pay band will dictate
- e. Accrued benefits will depend upon collective bargaining agreement in new position if there is one; otherwise, for non-collective bargaining unit jobs, personnel policies will dictate (generally full retention of benefits)
- f. New probationary period per Personnel policies
- g. If hired for a new position, no severance option
- h. Must be offered position and accepted by 4/14/2020 (if not offered and accepted by then, may still elect severance option)
- i. If terminated from new position, same rules apply as for any employee
- j. Cost of this option will depend upon the difference in pay for new position
- k. If employee is currently on a certified civil service list, employee may be appointed from that list; however, no obligation to exhaust a current certified list so that a new list can be established
- l. Civil service rights attach upon appointment to new position
- m. Not eligible for recall under Firefighter CBA.

3. Severance

- a. Paid administrative leave commencing 3/3/2020 lasting through 6/22/2020 only; the City shall continue to make regular payments into the Iowa Code Chapter 411 pension system during the paid administrative leave but makes no representation as to how the State Pension Board will treat those payments
- b. Layoff notice 3/23/2020 with an effective date of 6/22/2020 (part-time firefighters effective date of layoff 4/14/2020; no severance)
 - i. Employee must give notice of severance option election by no later than 6/22/2020 and sign separation agreement by that date (Resignation of Employment and Release Agreement form attached)
 - ii. If no election by 6/22/2020, employee is considered to be on layoff with no severance payment

- iii. If employee transitions to other employment within the City, no severance payment
 - c. Severance payment
 - i. Separation agreement provided to employees on 3/23/2020
 - ii. Lump sum equal to 5 months of base wages, plus the cost of 5 months of employer and employee contribution to health plan
 - I. Only required tax withholdings deducted
 - II. Date of payment of the lump sum, assuming signed separation agreement is no later than 6/30/2020
 - III. COBRA notice period begins the date of payment
 - iii. Severance payments are taxable income
 - iv. Letter of Recommendation (Form of Letter attached)
 - d. Must sign Release and Waiver of Claims
 - i. Approximately 3 months for consideration of severance (federal law requires at least 45 days) (at the latest, 6/22/2020)
 - ii. May revoke within 7 days after signing (federal law) (expires at the latest on 6/29/2020)
 - iii. Council must approve the form of all agreements and authorize the City Administrator to sign them
 - iv. No recall rights under Firefighter CBA.
 - e. Cost of this Option: Avg. per employee—approx. \$32,000 plus already accrued benefits that would be owed anytime the employee left employment. Total outlay approximately \$357,000 with severance payments for all 8 firefighters (does not include cost of paid administrative leave)
 - 4. If no option is chosen, employee is considered on layoff as of 6/22/2020
 - a. Recall and seniority rights in Firefighter CBA intact
 - b. Regular layoff procedures apply
 - c. Cost of this option is \$0, and possibly immediate savings
- II. Collective Bargaining Rights

- A. Fire Collective Bargaining Agreement (“CBA”) requires minimum 14 day notice prior to layoff—date of layoff notice: 3/23/2020
- B. Effective date of layoff notice: 6/22/2020
- C. If laid off, employee has 3 years recall rights to the same classification or grade under CBA

III. Reorganization

A. Current Phase

- 1. Layoff those in the Firefighter Classification
- 2. Retain Supervisory Personnel (Fire, Police, & PSO)
- 3. Retain, for now, police officer classification due to collective bargaining agreement constraints

B. Full Implementation

- 1. All supervisory and non-supervisory personnel are PSO's
- 2. Amend Code of Ordinances, Job Classifications to reflect full implementation

**CITY OF CEDAR FALLS
Job Classification: Union**

Job Title:	Public Safety Officer	Job Code:	926
Department:	Public Safety Services	Pay Band:	P-2 S
FLSA Status:	Non-Exempt	Approved Date:	4-6-15
		Amended Date:	3-16-20

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

NATURE OF WORK

Position involves responsible police work in the protection of life and property through the enforcement of laws and ordinances. Position includes skilled firefighting work in combating, extinguishing, and preventing fires; in answering emergency calls; and in the operation and routine custodial maintenance of fire department equipment, apparatus, and quarters.

Duties involve the responsibility for the protection of life and property, prevention of crime, apprehension of criminals, and the enforcement of laws and ordinances in a designated area on an assigned shift. Duties also involve the patrolling of assigned areas, enforcement of traffic regulations, accident investigations, and special assignments. Duties further involve an element of personal danger and officers must be able to act without direct supervision and to exercise independent judgment in meeting emergency situations. Work assignments and instructions are received in general terms, but are performed according to standard operating procedures, from a superior officer who reviews work methods and results through reports, observations, and discussions.

Employees are required to learn and participate in the operation of apparatus and the performance of hazardous tasks under emergency conditions which may require strenuous exertion under such handicaps as fire, heat, smoke, and cramped surroundings. Although fire fighting and emergency rescue work are the most difficult and responsible areas of the position's firefighting activity, a portion of time is spent studying fire methods, techniques, and organization, and in routine duties in the care and maintenance of fire department property and equipment. Duties are usually performed in accordance with explicit instructions and well-defined procedures. Duties are also reviewed in progress and upon completion.

Responsibilities may include responding to medical calls to assist patients and ambulance emergency medical providers. Response may include initial care of patients until ambulance arrives and/or assisting ambulance emergency medical providers.

ILLUSTRATIVE EXAMPLES OF WORK:

Patrols a designated area of the city in a patrol car; prevents and discovers the commission of crime; apprehends criminals and offenders; enforces vehicle and traffic laws; makes police presence known in a manner that contributes toward deterrence of law violations.

Answers calls and radio complaints involving automobile accidents, misdemeanors, felonies, and a wide variety of domestic-related disturbances including but not limited to assistance with mentally or physically ill persons, neglected children, and marital disturbances; prepares varied related case, complaint, and shift report.

Conducts accident investigations and preliminary investigations at the scenes of crimes; gather evidence, locates and questions suspects and witnesses; makes arrests as required by circumstances, and testifies as a witness in court.

Established traffic control and protection at incidents which may attract crowds; performs police duties at parades, processions, demonstrations, and sporting events.

Responds to fire alarms; drives apparatus to fire; places equipment in most efficient position; lays and connects hose; operates pumps, making sure proper pressure and water flow is maintained; directs water stream into fire; rescues building occupants; searches for source of fire; raises and climbs ladders.

Responds to calls and performs rescue and emergency work where necessary to save life as specifically assigned; operates ambulance in providing emergency services; transports patients to hospital; provides basic level emergency medical care on scene.

Maintains equipment to make sure it is in correct working order and ready for an emergency.

Participates in a continuing program of training and instruction or an individual study of technical material and attendance at scheduled drills and classes.

Performs general maintenance work in the upkeep of fire station buildings and grounds.

Performs related work as required.

REQUIREMENTS OF WORK

Completion of an Associate of Arts degree or sixty (60) college credit semester hours

OR

Possession of Firefighter I and Firefighter II certifications in the State of Iowa and have five years of public safety experience including firefighter or police officer experience.

Knowledge of modern police practices and methods.

Ability to deal firmly and courteously with the public.

Ability to analyze situations quickly and objectively, and to determine proper courses of action to be taken.

Ability to obtain information through interview and interrogation.

Ability to express ideas clearly and concisely, oral and in writing, and to prepare standard records and reports.

Ability to develop skill in the use and care of firearms.

Sufficient strength and ability to perform assigned tasks.

Extensive knowledge of the local street system.

Ability to learn and maintain skills for a variety of firefighting duties, methods, and techniques, including the operation of fire fighting apparatus within a reasonable length of time.

Ability to understand and follow oral and written orders or instructions.

Ability to perform under pressure and adverse conditions.

Ability to establish and maintain effective working relationships with other employees and the general public; communicate clearly and professionally with co-workers, superior officers and the public.

Ability to perform limited mechanical work involved in maintaining fire fighting and rescue apparatus, equipment, and tools.

LICENSING AND CERTIFICATION REQUIREMENTS

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain within the time parameters established by City policy, the following certifications:

- EMR-Emergency Medical Responder Certification in the State of Iowa
- Fire Fighter I Certification in the State of Iowa ([In possession of if do not have the educational requirements as listed above](#))
- Fire Fighter II Certification in the State of Iowa ([In possession of if do not have the educational requirements as listed above](#))
- Iowa Police Officer Certification

ABILITY TO:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- *running, walking, standing or sitting for extended periods of time*
- *effecting arrests*
- *subduing resisting individuals*
- *chasing fleeing subjects*
- *running, walking, crouching or crawling during emergency operations*
- *moving equipment and injured/deceased persons*
- *climbing stairs/ladders*
- *performing life-saving and rescue procedures*
- *operating assigned equipment including firearms and vehicles*

Effectively deal with personal danger which may include exposure to:

- *hazardous chemicals and materials*
- *dangerous firearms and other weapons*
- *intense heat and cold, dampness or chilling*
- *dry atmosphere condition or humidity*
- *confined spaces*
- *electrical hazards*
- *dangerous animals*
- *armed and dangerous persons*
- *communicable diseases*
- *hazards of emergency driving*

- *emotional and criminal persons*
- *hazards associated with traffic control and working in and near traffic*
- *natural and man-made disasters*

Maintain mental capacity which allows the capability of:

- *exercising sound judgment and rational thinking under dangerous circumstances*
- *evaluating various options and alternatives and choosing an appropriate and reasonable course of action*
- *demonstrating intellectual capabilities during training and testing processes*
- *work closely with others and work alone*

Maintain effective audio-visual discrimination and perception needed for:

- *making observations*
- *reading and writing*
- *operating assigned equipment*
- *communicating with others*

WORKING CONDITIONS

Illustrative Examples of Work Environment:

Work in an office or emergency peace control environment; may work in intense life-threatening conditions; exposure to dangerous persons, firearms, bodily fluids, and noise; may be exposed to emergency and disaster situations; may work in stressful situations and work irregular hours.

The work environment characteristics described here are representative of those (but not limited to) an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is minimally exposed to: working alone, working below ground, poisons, and explosives. The employee is moderately exposed to: inside and outside work; outside weather conditions; extreme cold, dampness or chilling; dry atmosphere conditions, wet and/or humid conditions; working in confined spaces; working on ladders/scaffolds in high, precarious places and/or on slippery/uneven surfaces; vibrations, noise; working with moving mechanical parts, machinery, objects and vehicles; grease and oils, radiant and electrical energy, silica, asbestos, dust, airborne particles, etc.; toxic or caustic chemicals, solvents (cleaning equipment); unusual fatigue factors working major fires. The employee is excessively exposed to: extreme heat, working closely with others, irregular work hours; working with moving mechanical parts, machinery, objects and vehicles; working with or in: water, fumes, smoke, and gases; and emergency, EMS, fire and major trauma stress. The noise level in the work environment is usually moderate to loud.

Illustrative Examples of Physical Demands

The physical demands described here are representative of those (but not limited to) that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential and marginal functions require maintaining physical condition necessary for sitting, standing, running, walking, crawling, climbing, stooping and lifting for prolonged periods of time, operating a motorized vehicle, use of fingers and both hands, use of both legs and both eyes required, ability to

distinguish colors, visual requirements including close, distant and depth perception, hearing required and the ability to discharge firearms.

While performing the duties of this job, the employee is exposed to a minimal amount of repeated bending, stooping, and crouching. The employee is moderately required to: push, climb and or balance using arms & legs, and using legs only; perform straight, and hand-over-hand, pulling; reach above the shoulders; use of fingers; use hands to finger, handle, or feel; perform heavy lifting and carrying, 45 lbs & over; lift and/or move more than 100 pounds; use hearing, speech, and both eyes. Specific vision abilities required by this job include ability to use both eyes for: close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. The employee is moderate to excessively exposed to: light lifting, under 15 lbs; moderate lifting, 15-45 lbs. The employee is exposed to excessive: light carrying, under 15 lbs; moderate carrying, 15-45 lbs; use of both hands, arms, and legs; walking, crawling, kneeling, standing, sitting, and operate motorized vehicle/equipment.



OFFICE OF THE CITY ADMINISTRATOR

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

May 7, 2020

RE: Letter of Recommendation

Dear Prospective Employer:

The City of Cedar Falls requests that you give this candidate your serious consideration for employment. This candidate is no longer employed by the City of Cedar Falls solely due to reorganization of the Public Safety Department and full implementation of the Public Safety Officer program, and not through any fault or deficiency in performance by this candidate. It is the policy of the City of Cedar Falls not to ordinarily provide letters of recommendation for former employees. But in the case of this candidate and others affected by this reorganization, the City determined that it is important to make an exception. Thank you for your consideration.

Should you have any additional questions, please feel free to contact Human Resources at the City of Cedar Falls.

Sincerely,

Ronald S. Gaines, P.E.
City Administrator

RESIGNATION OF EMPLOYMENT AND RELEASE AGREEMENT

Between

and
Cedar Falls, Iowa

This Resignation of Employment and Release Agreement (hereinafter the “Agreement”) is entered into by and between Cedar Falls, Iowa (the “City”), and _____ (hereinafter “Employee”), employed by the City as a firefighter.

1. By entering this Agreement, Employee resigns his employment effective _____, 2020. The City accepts this resignation.
2. Based upon the consideration contained in Paragraph 3, Employee agrees with the following:
 - (a) Employee waives any and all rights to recall and seniority pursuant to Article 6B, Seniority, and Article 6C, Staff Reduction, of the applicable collective bargaining agreement or City personnel policies.
 - (b) For this Agreement to be binding, the form of this Agreement it must be approved by the City Council.
3. In return for resigning and agreeing to this release and fulfilling the terms of this Agreement, the City agrees as follows:
 - (a) Employee shall be placed on a paid administrative leave effective March 3, 2020 through June 22, 2020. Employee shall not perform any services on behalf of the City during this paid administrative leave.
 - (b) Upon execution of this Agreement by both parties, the City will compensate Employee in an amount equivalent to 5 months of salary at current rate of pay to be paid on the date that this Agreement becomes final and binding pursuant to Paragraph 13. All salary payments made to Employee shall be reduced by all applicable payroll taxes.
 - (c) The City will also compensate Employee in an amount equivalent to five months of health insurance, at the full contribution rate for both the City and the Employee. The amount will be based on family or single coverage, whichever the employee is enrolled in as of the last day of employment. After June 30, 2020, Employee will be eligible for COBRA health insurance at his own expense pursuant to the City’s personnel policies.
 - (d) The City will pay Employee for all accrued but unused vacation and for any other accrued but unused leaves of absence pursuant to the applicable collective

bargaining agreement and City Personnel policies up to June 22, 2020. This payment shall occur after this Agreement becomes final and binding pursuant to Paragraph 13.

- (e) The City will not contest Employee's application for unemployment benefits after the conclusion of the severance period.
- (f) Employee will return all property of the City by the date this Agreement becomes final and binding pursuant to Paragraph 13.
- (g) The City agrees to only provide the following information if contacted by a prospective employer of Employee: 1) the dates of Employee's employment and that he resigned effective June 22, 2020; 2) Employee's salary history; and 3) the jobs held by Employee while he was a City employee; and 4) that this Agreement was entered into in lieu of layoff. Employee shall direct all reference inquiries to the City's Human Resource area, to ensure compliance with this provision. A form of statement of recommendation will also be provided at the time of resignation.

4. It is understood and agreed that Employee is not entitled to receive any compensation from the City other than as set forth in Paragraph 3 of this Agreement.

5. Based upon this Agreement, Employee fully and forever releases and discharges the City and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Employee's recruitment, hiring, employment, or separation from employment with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted.

6. Employee further agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the City, or the individuals referenced in paragraph 5, arising out of or attributable to Employee's employment, or separation from employment with the City, or any other action or cause of action released above.

7. Employee warrants and represents that he has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the above release or covenant not to sue and that Employee is the sole and absolute owner of all

thereof and that Employee has not filed nor suffered to be filed on his behalf any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement.

8. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa.

9. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

10. The Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties to it, their heirs, executors, administrators, successors, and assigns.

11. Employee further acknowledges that he has been advised of his right to consult an attorney, and has in fact consulted an attorney prior to signing this Agreement. Employee signs this agreement **knowingly and voluntarily** and solely in reliance upon his own knowledge, belief and judgment and not upon representations made by the City or others on its behalf.

12. Employee acknowledges that he received a copy of this Agreement on March 23, 2020, and that he was given up to forty-five (45) days to consider this Agreement.

13. Following the date of his signing of this Agreement, Employee shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired. If Employee chooses to revoke this Agreement, he shall serve notice of such in writing to Jennifer Rodenbeck, Director, Department of Finance and Business Operations, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613.

**CAUTION: READ CAREFULLY!
THIS RESIGNATION OF EMPLOYMENT AND
RELEASE AGREEMENT, INCLUDES A RELEASE OF ALL CLAIMS!**

FOR THE CITY:

FOR THE EMPLOYEE:

By: _____

By: _____

Date: _____

Date: _____



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 Robert M. Green & City Council

FROM: Bruce Verink, Manager, Recreation & Community Programs

DATE: March 12, 2020

SUBJECT: Contract with Invision Architecture for Locker Room Facelift At Recreation Center

Attached is the contract with Invision Architecture LTD to produce plans and specifications for the Recreation Center locker room face-lift to be done early in FY2021. With the exception of the carpet all other items in the locker rooms are original from 1993 and in need of an update. This update will help allow our facility to remain competitive with other locations offering like activities.

Invision was selected to do this work because they designed not only the initial building build in 1992, but the addition which was done in 2006. Therefore, they are very familiar with where everything is located at this site. This prior knowledge of knowing where everything is should help expedite the design phase. With the relatively small size of the project being under \$250,000 staff felt, this was the best direction to go.

The plan is to replace all wall and flooring tile, carpet, plumbing fixtures, lighting, hand/hair dryers, drop ceiling, heat pumps (located above the ceiling), remove part of the center section of lockers swinging the remaining lockers 90 degrees and putting them on the common wall with the hall, thus opening up the center of the locker room area. Permanent benches would be replaced with chairs or stool thus becoming more user friendly. The shower area would have three shower stalls with lots of privacy as opposed to the four open showers we currently have. The majority of this work will be replacing fixtures and tile which were original when built in 93 and are long overdue for an update.

Staff's plan is to bid out the work and get a contract signed with the contractor yet this spring. All in an effort to get this project finished by August 21 before school starts up again. Typically, the slowest time of the year for Recreation Center usage is during July and August thus we would have the least impact on our patrons for the time construction is going on. The current plan would be to give the contractor 7-8 weeks lead time to get all supplies they might need on hand to expedite the actual work once locker rooms are closed for use.

Cost estimates for this project are \$225,000 well under the \$500,000 budgeted in the 2021 CIP. The contract with Invision is for \$26,000 plus reimbursable not to exceed \$3,000.

It is staff's recommendation that this contract be approved so this project may get under way. Please let me know if you have any questions.

Thank you in advance for considering this contract.

Attached:

- Proposed Contract

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16 day of March in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cedar Falls Recreation Center
110 East 13th Street
Cedar Falls, IA 50613

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

INVISION Architecture, LTD
501 Sycamore Street Suite 101
Waterloo, IA 50703

for the following Project:
(Name, location and detailed description)

20016 Cedar Falls Recreation Center Locker Room Upgrades
Men's and Women's Locker Room renovation upgrades. Locker rearrangement, new restroom and shower fixtures, new tile finishes throughout and new ceilings with LED lighting.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Owner's anticipated Construction Budget – \$175,000 plus alternates

Project is based on the study completed dated February 7, 2020 (Exhibit E)

Mechanical and Electrical Engineering

MODUS

214 East 4th Street

Waterloo, IA 50703

Owner Representative:

Jamie Castle

City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613

Anticipated Schedule Goals:

Design completed approximately March 21, 2020

Construction documents completed approximately March 21, 2020

Bidding/Negotiations completed approximately April 17, 2020

Commencement of Construction start approximately April 2020

Construction Completion approximately August 21, 2020

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

~~1~~ — General Liability

~~2~~ — Automobile Liability

~~3~~ — Workers' Compensation

~~4~~ — Professional Liability

Insurance Requirements are based on the City of Cedar Falls Requirements outlined in Exhibit A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and

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information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall

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not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and

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installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, ~~preparation of record drawings, (Record drawings included in Basic Services),~~ commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Four (4) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or

Init.

otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

Not applicable

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Study - \$6,000; Design through Construction Administration Phase - \$20,000;

- .2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Init.

Fees will be negotiated based on the type of additional service requested. Fee structure will be determined based on the scope of the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fees will be negotiated based on the type of additional service requested. Fee structure will be determined based on the scope of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%), or as follows:~~

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	<u>thirty</u>	percent (<u>30</u>	%)
Construction Documents Phase	<u>forty-five</u>	percent (<u>45</u>	%)
<u>Bidding/Negotiations</u>	<u>(five)</u>	percent (<u>(5)</u>	%)
Construction Phase	<u>eighteen</u>	percent (<u>18</u>	%)
<u>Record Drawings</u>	<u>(2)</u>	Percent (
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit B

Employee or Category	Rate
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized~~ Authorized out-of-town travel and subsistence;
- .2 ~~Long distance services, dedicated~~ Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;

Init.

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (—%) of the expenses incurred.~~
and will not exceed \$3,000.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

5 % annual

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 If construction administration is not completed by September 22, 2020 as outlined in article 4.2.4., construction administrative services will continue on an hourly basis until project is completed

12.2. Basic services include completion of Record Drawings based on contractor marked up construction drawings.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

- Exhibit A – Insurance Requirements for Consultants for the City of Cedar Falls
- Exhibit B – Hourly Rates
- Exhibit C – Certificate of Insurance for General Liability Insurance
- Exhibit D – Certificate of Insurance for Professional Liability Insurance
- Exhibit E – Master Plan

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

 (Printed name and title)



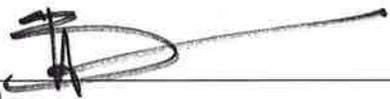
ARCHITECT (Signature)
 Brad Leeper, AIA, Partner

 (Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Leeper, AIA, Partner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 17:01:53 ET on 03/11/2020 under Order No. 2193223387 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Partner

(Title)

3-11-2020

(Dated)

Exhibit A

**_Cedar Falls Recreation Center Locker Room Upgrades
Cedar Falls, Iowa
City Project Number _____**

03-04-2020

**INSURANCE REQUIREMENTS FOR
CONSULTANTS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Consultants who perform work for the City of Cedar Falls. The term "Consultant" as used in this document shall be defined as the Architect 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. Consultant shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Consultant shall, upon request by the City, provide Certificates of Insurance for all subconsultants and sub-sub consultants 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 Consultant 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 Consultant's expense.
7. Consultant 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, except for E&O insurance which shall be claims made. 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.
 - Consultant shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of consultants.

Consultants 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 Consultant shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Consultant. Consultant shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000 per claim and in the aggregate.

9. **Separation of Insured's Provision:** If Consultant'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 Consultant and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities provided to City in this contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees and agents working on behalf of the City of Cedar Falls, Iowa (collectively, the "City"), against any and all claims, demands, suits, loss or expense, incurred by (including attorney fees and litigation expenses), claimed or recovered against or from the City, including, but not limited to, personal injury damages, including bodily injury or death, property damages, or other damages, caused by or arising out of the errors, omissions, and other acts of the Consultant, or the Consultant's agents, employees, subcontractors or others working on behalf of the Consultant in connection with the work and/or services provided by the Consultant to the City of Cedar Falls, Iowa. In addition, it is the intention of the parties that the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by or claimed against the Consultant, its owners, affiliates, officers, employees, agents, subcontractors, insurers, successors or assigns, in connection with the work and/or services provided by the Consultant, or the Consultant's agents, employees, subcontractors or others working on behalf of the Consultant, except for and only to the extent caused by the fault of the City.

The Consultant represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Consultant will observe, and cause its officers, employees,

subconsultants and others affiliated with the Consultant to observe all applicable safety rules.

12. **Waiver of Subrogation:** To the extent permitted by law, Consultant hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant 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 Consultant'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 Consultant's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Consultant to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile:
 \$1,000,000

(Combined Single Limit)

If the Consultant does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000
 Per claim and in the aggregate

ITEM 13.

Insert Proj
Cedar Falls, 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, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

Insert Proj
Cedar Falls, 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. Consultant agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

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.

SCHEDULE OF HOURLY RATES

HOURLY RATE SCHEDULE 2019-2020

PARTNER	\$250
PRINCIPAL	\$175
PROJECT MANAGER	\$80-\$160
ARCHITECT	\$80-\$160
INTERN ARCHITECT	\$65 - \$95
STUDENT INTERN	\$55
INTERIOR DESIGNER	\$80 - \$115
MEDICAL PLANNER	\$140 - \$175
STANDARDS AND MODEL CONTENT MANAGER	\$120
SPECIFICATION WRITER	\$135 - \$150
GRAPHIC DESIGNER	\$100
DRAFTSPERSON	\$70 - \$100
ADMINISTRATIVE	\$55 - \$150

Services provided on an hourly basis shall be performed in accordance with the Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and will be adjusted with normal review practices.



CERTIFICATE OF LIABILITY INSURANCE

Exhibit 1

DATE (MM/DD/YYYY)
2/18/2020

ITEM 13.

THIS POLICIES

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 PDCM Insurance P.O. Box 2597 Waterloo IA 50704		CONTACT NAME: Samantha Trost PHONE (A/C No. Ext): 319-234-8888 E-MAIL ADDRESS: strost@pdc.com FAX (A/C No): 319-234-7702	
INSURED InVision Architecture Ltd. PO Box 1800 Waterloo IA 50704		INSURER(S) AFFORDING COVERAGE INSURER A : Travelers NAIC # 40282 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 774899284 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER	Y Y	6809H343561	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		BA0D032968	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP5N867815	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	UB0K939667	4/1/2019	4/1/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Cedar Falls Recreation Center Locker Room Renovation
110 East 13th Street
Cedar Falls, IA 5013

When required by a written contract, the City of Cedar Falls including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members are listed as additional insured on the general liability on a primary and non-contributory basis for ongoing and completed operations. When required by a written contract, waiver of subrogation is provided in favor of the City of Cedar Falls including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members on the general liability and worker's compensation. The carrier will endeavor to provide 30 day written cancellation. Governmental Immunities endorsement is included.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

CAN 011 K

DATE (MM/DD/YYYY)
02/18/2020

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.

ITEM 13. THIS POLICIES

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

PRODUCER
Holmes Murphy & Assoc - CR
201 First Street SE, Suite 700
Cedar Rapids, IA 52401

1-800-300-0325

INSURED
InVision Architecture, Ltd.
PO Box 1800
Waterloo, IA 50704-1800

CONTACT NAME: Paula Dixon
PHONE (A/C, No, Ext): 800-527-9049
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL SPECIALTY INS CO	37885
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 58538679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made		DPR9943121	06/01/19	06/01/20	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Cedar Falls Recreation Center Locker Room Renovation, 110 East 13th Street, Cedar Falls, IA 50613

CERTIFICATE HOLDER

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paula R. Dixon

**Cedar Falls Recreation Center
Locker Room Upgrades
Cedar Falls, IA**

Square Feet: 1,299

2/7/2020

Preliminary Estimate
(Est./Division)

Cost/SF: \$ 134

Quantity Unit Cost/Unit Amount

B Demolition			
02 41 00	1-20%	SF	10.00
Flooring/Base Demolition (Stair)			
			12,990
Total			12,990

C Interiors			
Interior Partitions			
09 21 16		100 LF	50.00
			5,000
Total			5,000
Acoustical Ceilings			
09 51 00		760 SF	5.00
			3,800
Total			3,800
Flooring			
09 30 00		1299 SF	18.00
		150 LF	160.00
			47,382
Total			47,382

D Painting			
Locker Paint			
			4,500
Wall/Ceiling Paint			
			2,500
Total			7,000

E Specialties			
Toilet accessories - per room including Hand Dryers, TP dispenser & coat hooks			
10 21 13		12 EA	400.00
			4,500
Toilet Partitions			
10 51 13		12 EA	1,000.00
			12,000
Lockers			
			3,200
Total			19,700

F Casework			
SSM Counters, Casework			
			5,000
Total			5,000

ITEM 13.

	Total	87,882
General Conditions, Overhead, and Profit		
Market Inflation	20% x Subtotal	17,576
Contingency	0% x Subtotal	-
	10% x Subtotal	8,788
Arch Total		114,247

MEP		
Services		
	Total	46,500
		46,500

	Total	9,300
General Conditions, Overhead, and Profit		
Market Inflation	20% x Subtotal	-
Contingency	0% x Subtotal	-
	10% x Subtotal	4,650
MEP Total		4,650

Construction Total		
	\$	174,697

Unless specifically noted estimates do not generally include non-construction costs such as furniture, fixtures and equipment, construction contingency, professional fees, utility costs, assessments or connection fees, owner contingencies, testing, commissioning, administrative costs, development and financing costs. Estimates are based upon today's dollars. Adjustments for subsequent years should be considered during the interim period.

	cost opinion	
Men's Lockerroom		
plumbing		
replace the plumbing fixtures and provide automatic operation	\$6,500	
replace the floor drain outside the showers	\$1,500	
replace the shower floor drain strainer (if allowed by City officials)	\$300	
alternate - shower trench drains in shower area		\$5,000
sub total	<u>\$8,300</u>	<u>\$5,000</u>
HVAC		
replace existing ceiling grilles with new	\$600	
replace existing ceiling exhaust grille	\$200	
alternate - replace exhaust fan with new		\$4,000
alternate - replace existing heat pump with new		\$13,000
sub total	<u>\$800</u>	<u>\$17,000</u>
Electrical		
replace lighting and controls	\$8,750	
emergency lighting and exit signs	\$1,000	
provide hand/hair dryers	\$2,800	
replace receptacles with new	\$500	
update steam room door access	\$500	
alternate - electrical connection to exhaust fan		\$500
alternate - electrical connection to heat pump		\$1,000
sub total	<u>\$13,550</u>	<u>\$1,500</u>
Men's lockerroom total	\$22,650	\$23,500
Women's Lockerroom		
plumbing		
replace the plumbing fixtures and provide automatic operation	\$6,500	
replace the floor drain outside the showers	\$1,500	
replace the shower floor drain strainer (if allowed by City officials)	\$300	
alternate - shower trench drains in shower area		\$5,000
sub total	<u>\$8,300</u>	<u>\$5,000</u>
HVAC		
replace existing ceiling grilles with new	\$600	
replace existing ceiling exhaust grille	\$200	
alternate - replace exhaust fan with new		\$4,000
alternate - replace existing heat pump with new		\$13,000
sub total	<u>\$800</u>	<u>\$17,000</u>
Electrical		

replace lighting and controls	\$8,750	
emergency lighting and exit signs	\$1,000	
provide hand/hair dryers	\$2,800	
replace receptacles with new	\$500	
provide additional receptacles at make-up counter	\$1,200	
update steam room door access	\$500	
alternate - electrical connection to exhaust fan		\$500
alternate - electrical connection to heat pump		\$1,000
sub total	<u>\$14,750</u>	\$1,500
Women's lockerroom total	\$23,850	\$23,500
overall total	\$46,500	\$47,000

Σ 1.2.1.5
ITEM 13.



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: Debra Frost, Community Services Coordinator
DATE: March 11, 2020
SUBJECT: FY 2020-2024 5-Year Public Housing Agency (PHA) Plan

INTRODUCTION

As a part of the routine public planning process for public housing agencies, the Cedar Falls Housing Authority is required to update the PHA Plan every five years. The Community Development Department published a legal notice in the Waterloo/Cedar Falls Courier inviting public comment on the Plan during a required 45-day public comment period from January 24 to March 10, 2020. The Housing Commission held a public hearing on March 10, 2020. A copy of the plan is attached for your review and has been available for public review in the office of the City Clerk since January 24, 2020. We have received no written comments to date. There were no public comments received at the public hearing.

Following the public hearing, the Housing Commission unanimously voted to approve the 5-year PHA Plan and forward it to the City Council for review and approval. Once approved by the City Council, the Plan will be sent to the U.S. Department of Housing and Urban Development (HUD) for approval.

Timeline:

- | | |
|--|------------------|
| ➤ Public Notice to Waterloo/Cedar Falls Courier for 45 day comment period & Public Hearing | January 24, 2020 |
| ➤ Propose new 5-Year Plan to Housing Commission | March 10, 2020 |
| ➤ Public Hearing | March 10, 2020 |
| ➤ City Council Approval | April 6, 2020 |
| ➤ Submit Plan to HUD | April 17, 2020 |
| ➤ Implement Plan | July 1, 2020 |

RECOMMENDATION

The Housing Commission and the Planning & Community Services Division recommend approval of the 5-year PHA Plan.

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ Annual PHA Plan for the PHA fiscal year beginning _____, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

- 12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises in accordance with 24 CFR 5.105(a).
- 13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
- 14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- 15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- 16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
- 17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
- 18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
- 19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
- 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

PHA Name

PHA Number/HA Code

_____ Annual PHA Plan for Fiscal Year 20_____

_____ 5-Year PHA Plan for Fiscal Years 20_____ - 20_____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Signature	Date

5-Year PHA Plan (for All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0047 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																																
A.1	<p>PHA Name: <u> Cedar Falls Low Rent Housing </u> PHA Code: <u> IA113 </u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u> 07/01/2020 </u></p> <ul style="list-style-type: none"> • PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 20%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 30%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 15%;">PH</th> <th style="width: 15%;">HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																									
		PH	HCV																														
Lead PHA:																																	

B.	5-Year Plan. Required for <u>all</u> PHAs completing this form.
B.1	<p>Mission. State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years. The mission statement of the City of Cedar Falls Housing Authority, (HA) is to assist low-income families in obtaining decent, safe, affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. This Housing Authority is committed to operating in an efficient, ethical and professional manner. Partnerships will be created and maintained with its clients and appropriate community agencies in order to accomplish this mission.</p>
B.2	<p>Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. The goals of the Cedar Falls Low Rent Housing Agency is to continue to assist families in obtaining decent, safe and affordable housing by:</p> <ol style="list-style-type: none"> 1. CONTINUING TO ISSUE HOUSING CHOICE VOUCHERS UP TO THE BASELINE CAPACITY OF 326 VOUCHERS. <ol style="list-style-type: none"> a. RECENTLY HIRED STAFF WILL INCREASE THE STAFF CAPACITY TO ISSUE AND MAINTAIN A HIGHER NUMBER OF VOUCHERS. 2. INCREASING LANDLORD PARTICIPATION THROUGH EDUCATION ABOUT THE SECTION 8 HOUSING PROGRAM AND THE BENEFITS OF THE PROGRAM. <ol style="list-style-type: none"> a. AT LEAST ONCE PER YEAR HOLD AN INFORMATIONAL MEETING FOR PROPERTY OWNERS INTERESTED IN PARTICIPATING IN THE PROGRAM b. DEVELOP EDUCATIONAL MATERIALS ABOUT THE PROGRAM FOR INTERESTED LANDLORDS c. AT LEAST ONCE PER YEAR PROMOTE THE PROGRAM THROUGH THE CITY’S CITYWIDE NEWSLETTER, <i>CURRENTS</i>. 3. BUILDING RELATIONSHIPS WITH OTHER COMMUNITY SERVICES TO ENSURE WE ARE REACHING THE MAXIMUM NUMBER OF POTENTIAL APPLICANTS. <ol style="list-style-type: none"> a. CONTINUE WITH LANDLORD RELATIONS TO ENSURE WE ARE NOTIFIED WHEN THEY HAVE OPENINGS. b. CONTINUE WITH CURRENT CONTACTS AND ESTABLISH NEW RELATIONSHIPS WITH AREA SERVICE AGENCIES.
B.3	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <ol style="list-style-type: none"> 1. CONTINUING TO ISSUE HOUSING CHOICE VOUCHERS UNTIL THE PROGRAM IS BEING UTILIZED TO ITS BASELINE CAPACITY AND MAINTAINS A CONSISTENT BASELINE OF 326 VOUCHERS. -WE HAVE BEEN CURRENTLY PULLING NAMES FROM THE WAITING LIST TO INCREASE THE NUMBER OF VOUCHERS. THERE HAS BEEN A CHANGE IN PERSONNEL OVER THE LAST SEVERAL YEARS, SO WHILE ACTIVITY SLOWED DURING THIS TRANSITION PERIOD, THE OFFICE IS NOW FULLY STAFFED. IN ADDITION, ANOTHER PART TIME HOUSING SPECIALIST WAS ADDED TO INCREASE STAFF CAPACITY TO EXPAND THE PROGRAM TO NEW VOUCHER HOLDERS. 2. INCREASING LANDLORD PARTICIPATION THROUGH EDUCATION OF THE SECTION 8 HOUSING PROGRAM AND THE BENEFITS OF THE PROGRAM. -STAFF PUBLISHED ARTICLES IN THE CITY’S QUARTERLY NEWSLETTER TO INCREASE AWARENESS OF THE PROGRAM. -STAFF PROVIDES REGULAR UPDATES TO THE HOUSING COMMISSION REGARDING THE PROGRAM 3. OUTREACHING TO TARGETED AREAS TO FIND PARTICIPANTS WHO COULD BENEFIT FROM THE PROGRAM AND FIND APPLICANTS WHO ARE ALREADY LIVING IN EXISTING RENTAL HOUSING. -WE CONTINUOUSLY PROVIDE INFORMATION TO THE PUBLIC THROUGH PUBLICATIONS AND WEBSITE. - EXTENSIVE PUBLIC OUTREACH WAS CONDUCTED DURING THE DEVELOPMENT OF THE CITY’S 5-YEAR CONSOLIDATED PLAN. THE INFORMATION GLEANED FROM THAT EFFORT PROVIDED INSIGHT INTO THE NEED WITHIN THE COMMUNITY FOR AFFORDABLE HOUSING RESOURCES. 4. BUILDING RELATIONSHIPS WITH OTHER COMMUNITY SERVICES TO ENSURE WE ARE REACHING THE MAXIMUM NUMBER OF POTENTIAL APPLICANTS. -WE CONTINUOUSLY CONTACT OTHER AGENCIES IN THE CITY TO KEEP OUR INFORMATION CURRENT SO THEY MAY FORWARD OUR INFORMATION TO CLIENTS. - WE WORK WITH OUTSIDE SERVICE AGENCIES, SUCH AS OPERATION THRESHOLD, WHICH ARE PROVIDING OTHER TYPES OF SERVICES TO PERSONS AND FAMILIES IN NEED, MAKING THEM AWARE OF THE HOUSING CHOICE VOUCHER PROGRAM.

<p>B.4</p>	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA’s goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>The Cedar Falls Housing Authority's policy prohibits denial or termination of rental assistance to a victim of domestic violence, dating violence, sexual violence, sexual assault and / or stalking, if such activity is the only violation of rental assistance rules. The policy is gender neutral, and its protections are available to both females and males who are victims of domestic violence, dating violence, sexual violence, sexual assault and/or stalking.. The victim is required to provide the name of the perpetrator on the HUD 50066 but only if the name of the perpetrator is safe to provide and is known to the victim. Victims of violence are referred to appropriate local agencies for additional assistance.</p> <p>Cedar Falls intends to make updates to our Administration Plan to provide more guidance on administering these policies including, but not limited to, more specific definitions, purpose statements, and procedures.</p>
<p>B.5</p>	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>“Significant Amendment” or “Substantial Deviation /Modification” are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives or plans of the agency and which require formal approval. Any PHA changes to the policies or activities described in the Plan will be subject to a public hearing and HUD review before implementation.</p> <p>An exception to this definition will be made only to the extent that the modification is the result of changes in HUD regulatory requirement; such changes will not be considered a substantial deviation or significant amendment or modification to either the five-year plan or annual plans.</p>
<p>B.6</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>The Housing Commission recommended approval of the plan.</p>
<p>B.7</p>	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

Instructions for Preparation of Form HUD-50075-5Y 5-Year PHA Plan for All PHAs

A. PHA Information [24 CFR §903.23\(4\)\(c\)](#)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years. ([24 CFR §903.6\(a\)\(1\)](#))

B.2 Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. ([24 CFR §903.6\(b\)\(1\)](#)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA’s 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ([24 CFR §903.6\(b\)\(2\)](#))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. ([24 CFR §903.6\(a\)\(3\)](#))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB provide comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.17\(a\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**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: Karen Howard, AICP, Planning & Community Services Manager
DATE: March 12, 2020
SUBJECT: Funding Agreement with U.S. HUD for the CDBG Program

The U.S. Department of Housing and Urban Development (HUD) has reviewed and approved the City's Consolidated Plan for Federal Fiscal Years 2019 through 2023 and the Annual Action Plan for FY2019. The City has received \$253,085 in Community Development Block Grant (CDBG) funding for FY2019. The attached contract constitutes the City's agreement with HUD to use these funds according to federal program rules and regulations. In order to access these funds this agreement must be executed and returned to HUD.

Community Development Block Grant funds are used for projects that benefit low and moderate income persons and areas within the community. Projects being completed this year include forgivable loans and grants for home rehabilitation projects for income qualified homeowners and sidewalk infill and a sewer lining projects in low/moderate income areas of the community. Funding is also allocated to agencies that provide services for our neediest residents.

RECOMMENDATION:

The Community Development Department recommends approval and execution of the attached Funding Approval/Agreement with HUD.

Let me know if you have any questions.

xc: Stephanie Houk-Sheetz, Director of Community Development



RECEIVED

FEB 27 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

U.S. Department of Housing and Urban Development

ITEM 15.

Omaha Field Office
Edward Zorinsky Federal Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

February 21, 2020

Honorable Robert M. Green
Mayor of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Dear Mayor Green:

This is to inform you that a review of your Consolidated Plan for Fiscal Years (FY) 2019 through 2023 and Annual Action Plan for FY2019 has been completed. The grant assistance you are receiving for FY 2019 includes \$253,085 in Community Development Block Grant (CDBG) funds.

Enclosed is the Funding Approval/Agreement (two copies), which constitutes the contract between the Department of Housing and Urban Development and the City of Cedar Falls. In order to establish a line of credit for these grant funds, you must execute and return one copy of the Agreement. Retain one copy of the Agreement for your files. If there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

You should note particularly the special conditions included in the Agreement. **If you are planning to charge any expenses as indirect costs to the grant, you must complete the indirect cost chart for the grant before returning the agreement.** Also, of particular note are the requirements for compliance with the Data Universal Numbering System (DUNS), the System for Award Management (SAM), and the Federal Funding Accountability and Transparency Act (FFATA). Other special conditions regard period of performance; selling, trading or transferring CDBG funds; review of activities providing CDBG to for-profit entities; and the restrictions on using eminent domain for CDBG activities. It is also important to understand the date you may begin to obligate grant funds for eligible activities. Please contact your HUD program representative if you have any questions regarding your agreement.

The special condition in your Funding Approval/Agreement concerning the review procedures under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52 restricts the obligation or expenditure of funds for the planning or construction of water or sewer facilities until the completion of the review process and receipt of written notification of release of funds from HUD. Since you have not submitted your Annual Action Plan (AAP) for review under E.O. 12372, we assume you do not propose to use funds for activities subject to review. However, the condition requires that in the event you amend or otherwise revise your AAP to use funds for the planning or construction of water or sewer facilities,

you must receive written release of funds from HUD before obligating or expending funds for such activities.

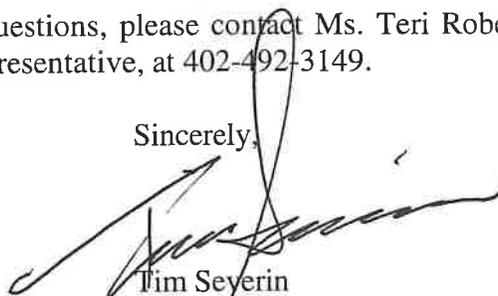
You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the CDBG Program). Funds for such activities may not be obligated or expended unless HUD has approved the release of funds in writing. Our office received a request for the release of funds on August 14, 2019, and a release was sent on August 30, 2019.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Consolidated Plan and Annual Action Plan was provided to HUD's Office of Fair Housing and Equal Opportunity (FHEO) for review. At the time of this letter, we had not received any comments regarding your Plan. Should FHEO have any comments, they will be forwarded to you.

You are encouraged to continue to vigorously promote full partnerships between the City of Cedar Falls and its non-profit service providers, neighborhood organizations, the economic community and private citizens as you implement your Consolidated Plan. In the process of transforming plan elements into projects, the quality of success will depend in large part on the closeness of cooperation among all the Consolidated Plan partners, including the City of Waterloo. We offer our continued support and technical assistance during the coming year to help forward the objectives of the Consolidated Plan.

Should you or your staff have any questions, please contact Ms. Teri Robertson, Senior Community Planning and Development Representative, at 402-492-3149.

Sincerely,



Tim Seyerin
Director
Community Planning and
Development Division

Enclosures

cc: ✓ Ms. Karen Howard, Planning and Community Services Manager (letter only)

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval

ITEM 15.

exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Cedar Falls	3a. Grantee's 9-digit Tax ID Number 426004332	3b. Grantee's 9-digit DUNS Number 169846912
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 217 Washington Street Cedar Falls, IA 50613	4. Date use of funds may begin (mm/dd/yyyy) 07/01/2019	
	5a. Project/Grant No. 1 B-19-MC-19-0007	6a. Amount Approved \$253,085.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Francis T. Severin		Grantee Name (Contractual Organization) Cedar Falls (City Of Cedar Falls)	
Title Director, Community Planning and Development Division		Title	
Signature 	Date (mm/dd/yyyy) 02/21/2020	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/13/2019	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 02/21/2020		
		9c. Date of Start of Program Year (07/01/2019)		
11. Amount of Community Development Block Grant				
		FY (2019)	FY (2018)	FY (2017)
a. Funds Reserved for this Grantee		\$253,022.00	\$ 63.00	\$.00
b. Funds now being Approved				
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only Region 7, Field Office 26, Appropriation 869/10162, PAS Code EC1, Source Year 2019 (2)
 Region 7, Field Office 26, Appropriation 868/00162, PAS Code EC1, Source Year 2018 (1)

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



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 Green and City Council Members
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: March 12, 2020
SUBJECT: Amended Site Plan Review for the Plaza at River Place Properties

REQUEST: Request to approve a revised River Place Plaza site plan

PETITIONER: River Place Properties, LC (Mark Kittrell)

LOCATION: Lot 3 River Place 3rd Addition. The property is located on the east side of the E. 2nd Street and State Street intersection.

PROPOSAL

A site plan for the Plaza improvements was reviewed and approved in March 2016, along with two buildings of the River Place development. The applicant is requesting changes to the Plaza, which necessitate review by the Planning and Zoning Commission and City Council.

BACKGROUND

This staff report starts by covering the background of River Place, in detail, to provide context on the development's intent and to explain changes that have happened over the course of the development. The Development Agreement set forth the vision and anticipated plan, however much has changed in the eight years since it was approved. The background provided is intended to help with understanding, as we consider the request before us.



From approximately 1990-2005, the City acquired properties east of State Street between First and Fourth Streets. The City recognized a unique redevelopment opportunity that most cities never have in the heart of their downtown districts. Over the course of time, approximately six acres of land were acquired by the City in the area that was referred to, at that time, as the State Street Riverfront Corridor. These properties had various uses including manufacturing, salvage, small retail operations, and others.

Staff and City Council developed general parameters for the desired development of this area including:

- A comprehensive mixed-use development that was compatible to the existing downtown commercial and residential character.
- A project that was not “piecemeal” in nature and would have a positive long term impact by generating additional pedestrian traffic to existing businesses and increase the site’s taxable valuation.
- A project that would be an appropriate gateway to Downtown and serve as an extension of Main Street with streets, sidewalks, lighting, public plazas, building materials, etc. that are compatible with the existing Downtown.
- A project whereby the City would not have significant upfront public costs and any incentives would be “performance based” to the developer.
- Selection of a developer (preferably local) that understands and is sensitive to the local issues for a major Downtown redevelopment project.

What we know today as River Place, originated in 2012. Through many discussions, a Master Plan was developed and approved. Then a development agreement was completed. The 2012 Development Agreement worked to identify the scope of the project, which included buildings and other amenities and improvements; namely, the Plaza and the parking lot/alley improvements. Discussions at the Planning and Zoning Commission conveyed three main objectives of the project: make connections to the river, create a public gathering space and walking area, create residential and commercial opportunities along with a business hotel facility (Exhibit C). Following are excerpts from the staff report to Council in July 2012, considering the Development Agreement:



On May 29, 2012 the City Council approved the attached RiverWalk Redevelopment Concept Master Plan showing four (4) primary components of the proposed project. These four components are generally described as:

1. Mill Race Condominiums: These townhomes/condominiums would be part of the proposed Western Home Communities development.
2. 100 Block: This area includes the proposed Inn at River Place (hotel), the River Place Event space, and parking ramp structure.
3. 200 Block: This component is proposed for upscale apartments along with limited site support retail development.
4. 300 Block: This area proposes a mix of residential townhomes and stacked flats.

During the process of drafting/negotiating the terms and conditions of the proposed Agreement, the focus has been to be similar, in part, with the prior State Street/Broom Factory agreements, minimize public risk and expenditures by tying incentives to developer performance, develop a project that is supported by downtown business and property owners, and be a gateway to Cedar Falls at the same time being compatible with the existing downtown character.

In spite of everyone's best efforts, the private development was not been completed as quickly as contemplated, the following being a brief timeline:

- The 300 block of State Street (SSR1-21 residential units), completed in 2014.
- The 200 block of State Street: MU1-30 residential units, Mill Race, and 6 retail suites completed in 2015 and SSR2-43 residential units completed in 2016.
- The 100 block of E 2nd Street (MU2-24 residential units, 12 retail/office suites) completed in September 2019.
- The former Broom Factory site (Hampton Inn-130 rooms) completed in June 2019.

The other major developments were called "Public Amenities" in the Development Agreement and final designs were to be completed in conjunction with the City and Community Main Street. These included what are now known as:

- The 100 Block Public Parking lot, completed in 2018 (which is now being transferred back to the City), and
- The Plaza, an outdoor event space, which is the focus of this report and the last component of the project.

Throughout this time, the City has also worked with the Developer to coordinate major streetscape improvements in the district, an alley reconstruction in the 100 Block and complete a major renovation to the river levee. This coordination and adjustments by both parties have been documented in updates to the Master Plan (2015 and 2016) and two amendments to the Development Agreement. This is expected of a project of this scale and timeframe, where some decisions impact others, financing requirements

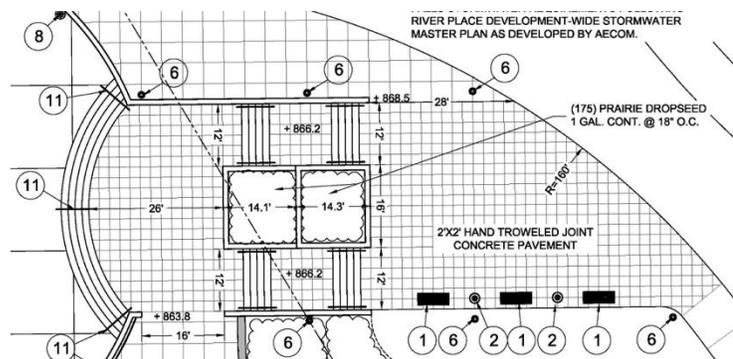
change, the economy varies, and partnerships must adapt and change. The goal, then, is to work to the extent possible to execute the vision originally communicated within reasonable terms to the benefit of all.

The rebates have also not occurred as originally estimated. Improvements were in place by 2016, for rebate payments to start. From 2016 to 2019, rebates have totaled \$601,235. In 2020 we estimate the rebate to be \$394,916. Full valuation is anticipated by Fall 2021 (with all buildings recently completed and factoring in the 18-month lag between completion and when an improvement is taxed) will be \$550,175 per year. This may fluctuate slightly each year, as the TIF tax rate is determined on an annual basis after the City's tax rate is set. With eight years left on the agreement (valid through July 1, 2027), we estimate another \$4,401,402 in rebates. Combined with what has already been paid, that would total \$5,397,553. The development agreement contemplated up to \$15 million in rebates. In spite of the fact that the rebates will fall short of this projection, the project will be completed and will have a long lasting impact on the downtown district.

The 2012 Development Agreement (DA) provided a conceptual plan for the Plaza as a “multi-purpose outdoor plaza, regional bike trailhead (possible outfitter), drop-off and/or terminus off Second Street and State Street, Plaza/informal performance feature (featuring public art), pedestrian access to river walk/riverfront, Streetscape and landscape to match adjoining areas, signage to be coordinated with CMS, SFHS & Trails”. A plaza site plan was approved in 2016, finding the intent of the DA met.

The 2012 Development Agreement did not specify ownership of the improvements discussed above, but left it up to the parties to decide which was best. Article III acknowledges “the Public Amenities will be of benefit to the project and the City and the general public.” It refers to Exhibit B, B-1, and C for amenities information. It goes on to say “at the time of construction of each particular phase, the City and Developer may determine which entity (City or Developer) shall own and maintain the Amenities.” The DA requires construction plans be submitted with each phase (Section 5.1).

In May 2018, the Second Amendment to the Development Agreement was approved by Council. Among other things, it established clarity in the Plaza's completion timeline, updated the Master Plan and extend temporary construction easements for the levee. The levee's timeline has been an influencing factor in the timeline of the Plaza. The levee gained Army Corps approval in July 2017. Construction started in November 2017. It was completed by the end of 2019. The levee included the stairs, part of the Plaza improvements, shown in the image.



The Second Amendment outlined the following, relating to the Plaza:

- City to complete the portion included in the Levee/Floodwall system and cost estimate for the developer's portion established at \$250,602 (image above).
- River Place Plaza Amenity to be constructed in substantial conformance with the site plan attached as Exhibit 5. *(The 2016 approved site plan.)*
- Construction details identified in Section 3.c.i as follows:
 - A. Phase I – Temporary recreational trail between the levee and State Street by July 1, 2019. Remediation of environmental issues by July 1, 2020. *Update: In Summer 2019, Developer & City worked to install a permanent trail along the south side of the Plaza. This avoided making an investment that would later be removed. The dollars for temporary trail went toward a permanent one.*
 - B. Phase II – Developer's portion of the Plaza to start construction on or before April 1, 2020 and shall be completed on or before July 1, 2021. *Update: Developer began in late 2019.*
 - C. Construction Plans – The plans for the Plaza to be submitted at least 90 days before commencing construction work. *Update: Plans were submitted in mid-December 2019, staff reviewed and commented, the site plan is now being revisited.*

Terms of Plaza ownership are in negotiation. The purview of the Planning & Zoning Commission is to review the proposed changes to the site plan and determine if the Plaza meets the character of the downtown and the intent of the Development Agreement.

ANALYSIS

Staff's review will cover the proposed changes from the 2016 site plan to identify the changes and consider how they substantially conform to the original intent of the development.

The 2016 staff report described the improvements as follows:

The proposed plan involves the establishment of a public plaza at the east end of E. 2nd Street. It will provide a gateway to the trail system and river levee improvement area. The design of the Plaza is terraced from the sidewalk level on State Street to the top of the levee. The main part of the Plaza is raised open space or gathering area with decorative paving features of various colors, score lines and materials. In this area there will be room for seating, outdoor activities and entertainment. From this point the Plaza enters a set of stairs to the top of the levee. There will be ramps to access the Plaza and the existing recreational trail will be relocated to the south side of the Plaza. The Plaza is surrounded by decorative fixtures, landscaping beds and proposed public art features. The Plaza walls are created with concrete retaining walls with a stone form finish topped with a concrete cap.

As with the SSR2 and MU1 buildings, the proposed River Place Plaza has been discussed in numerous forums to get to the point of the current elevation drawings. Staff should note that the Developer's responsibility for the plaza includes construction of the base plaza noted on the renderings including all brick and concrete work including the plaza, trails, sidewalks, ramps, stairs, etc. landscaping, lighting within the plaza and the plaza periphery, installing electrical conduit for possible future public uses, the public restrooms located within MU2, and the art/sculpture pad at the east end of the plaza. Other future features and uses that would be added to the plaza would be provided through private funding. Various proposed ideas including a water feature, skating rink, amongst others, are being explored through Community Main Street and will be coordinated with the Developer as construction approaches in 2017. Likewise, long term ownership and maintenance of the plaza after all improvements have been made will be discussed between the City and Developer.

Following is a review of the proposed changes.

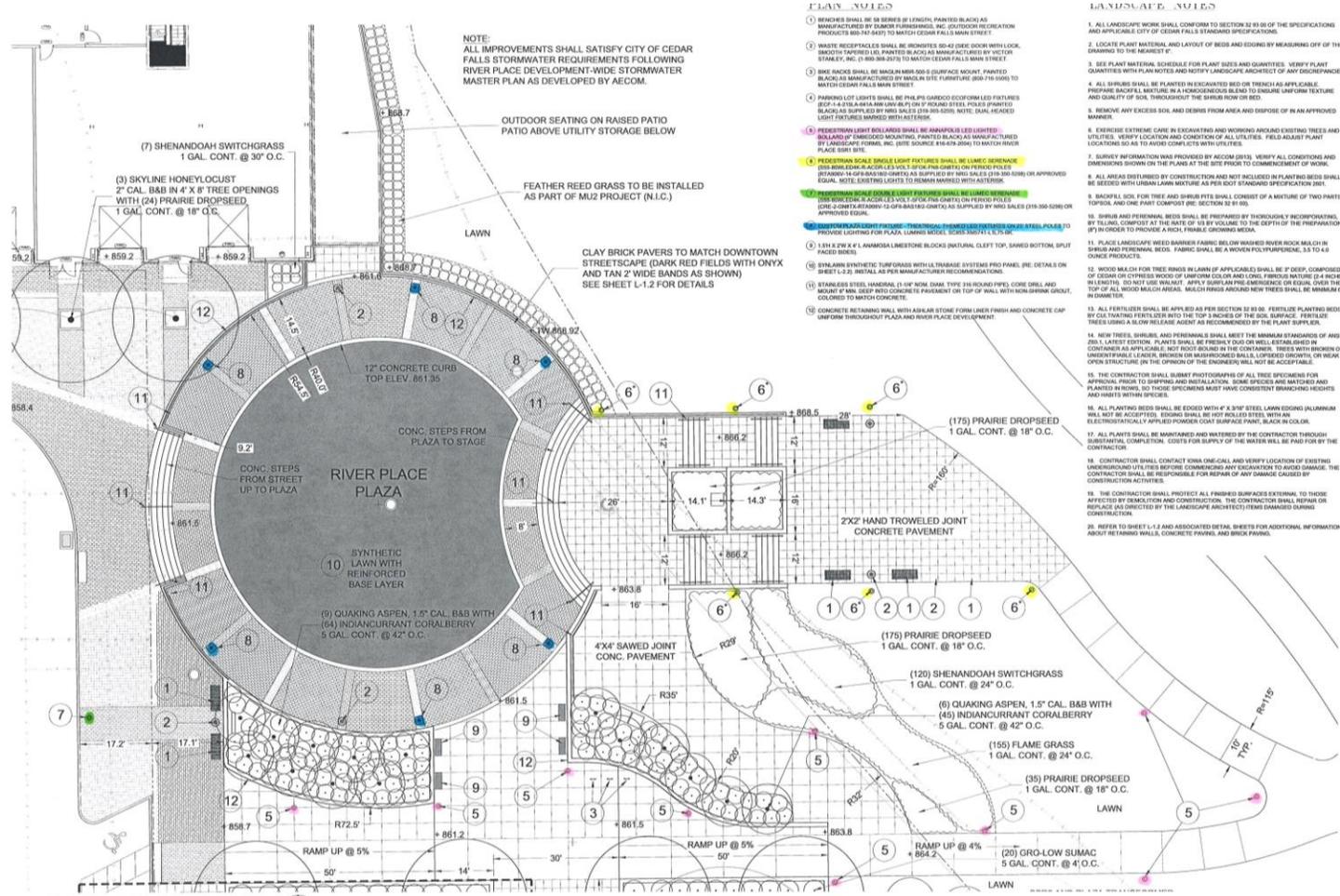
- **Lighting**

The approved 2016 plaza site plan shows 21 Lumec Serenade decorative lights. The intent of the plan was to match the decorative lights on 2nd St. and those yet to be installed by the developer along the east side of State Street. The change proposed in the construction plans is to provide seven single-head Lumec lights, replacing others with lower level bollard lighting. Ten bollard lights are proposed. This change is proposed after the Developer completed a photometric plan, which showed the area is overly lit under the 2016 plan. It showed foot-candles of 1.5 – 2.0, depending upon the location. For comparison, twilight produces about 1 foot-candle. Once dark, lighting can often seem brighter. When there's ambient lighting (other lights such as street lights), less lighting is needed since they support each other. Staff agrees too much lighting can be a nuisance and considering a reduction is appropriate, based on the photometric plan.



The style of lighting is another point of review. Below, staff provides a highlighted version of the site plan, enabling a quick review of the lighting types and locations. The decorative light matching the streetscape (Lumec Serenade) would be along the street and up the stairs on the east side of the Plaza. The bollards are proposed along the area south of the Plaza (along the trails heading east connecting to the levee trail). The style of bollards proposed match those found in the back areas of the River Place development. Theatrical lights are within the Plaza. Outside of planned events, it is anticipated they will provide some lighting for the area until approximately 10 p.m. The brightness and timing will be monitored and adjusted as needed.

2020 Proposal:



Lumec Serenade (single lantern)

Lumec Serenade (double lantern)

Bollard lighting

Theatrical lighting

PLAN NOTES

1. BENCHES SHALL BE 48" DEEP BY 120" LONG, PAINTED BLACK AS MANUFACTURED BY DUNBAR FURNISHINGS, INC. (DUNBAR RECREATION PRODUCTS) 800-744-8450 TO MATCH CEDAR FALLS MAIN STREET.
2. WASTE RECEPTACLES SHALL BE 48" DIAMETER, 30" HIGH, 24" DEEP, WITH LOCK, BRUSHY TAMPERS, 16" PAINTED BLACK AS MANUFACTURED BY VICTOR STANLEY, INC. (1-800-368-2075) TO MATCH CEDAR FALLS MAIN STREET.
3. BRICK RACKS SHALL BE MADE IN 48"X50"X5" SURFACE MOUNT, PAINTED BLACK AS MANUFACTURED BY BRICK-IT SITE FURNITURE, 800-775-0005 TO MATCH CEDAR FALLS MAIN STREET.
4. PARKING LOT LIGHTS SHALL BE 16" DIA. PARABOLIC DISK (SMALL FIXTURES) (2'X1'-4" DIA. X 16" HIGH) (ALU) ON 5" ROUND STEEL POLES (PAINTED BLACK) AS SUPPLIED BY NRG SALES (219-350-5299); NOTE: DUAL BEADED LIGHT FIXTURES MARKED WITH ASTERISK.
5. PEDESTRIAN LIGHT BOLLARDS SHALL BE ANTI-GLOBB LED LIGHTED BOLLARD BY EMERGENCE MOUNTING, PAINTED BLACK AS MANUFACTURED BY LANDSCAPE FORMS, INC. (SITE SOURCE: 818-678-2094) TO MATCH RIVER PLACE PLAZA SITE.
6. PEDESTRIAN SCALE SINGLE LIGHT FIXTURES SHALL BE LUMEC SERENADE (SINGLE LANTERN) AS SUPPLIED BY NRG SALES (219-350-5299) OR APPROVED EQUAL. NOTE: EXISTING LIGHTS TO REMAIN MARKED WITH ASTERISK.
7. PEDESTRIAN SCALE DOUBLE LIGHT FIXTURES SHALL BE LUMEC SERENADE (DOUBLE LANTERN) AS SUPPLIED BY NRG SALES (219-350-5299) OR APPROVED EQUAL. NOTE: EXISTING LIGHTS TO REMAIN MARKED WITH ASTERISK.
8. CONCRETE PAVEMENT: 4" THICK, 10% FINE AGGREGATE, 10% PORTLAND CEMENT, 10% FIBER, 10% POLYMER MODIFIED SAND, 10% POLYMER MODIFIED ASPHALT EMULSION, 10% POLYMER MODIFIED ASPHALT EMULSION, 10% POLYMER MODIFIED ASPHALT EMULSION, 10% POLYMER MODIFIED ASPHALT EMULSION TO PROVIDE LIGHTING FOR PLAZA, LUMENS MODEL, SCBS 200741, LUMENS.
9. 1 1/2" X 2" X 4" LAMINATED LIMESTONE BLOCKS (INTERNAL, LEFT TOP, SAWN BOTTOM, SPLIT FACED) BENCHES.
10. SYNTHETIC TURF GRASS WITH LUMENS SYSTEMS PRO PANEL (RE: DETAILS ON SHEET L-2). INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
11. STAINLESS STEEL HANDRAIL (1" DIA. ROUND GALV. PIPE) AND GRILL AND EQUAL OF MAX. DEPTH INTO CONCRETE PAVEMENT OR TOP OF WALL WITH NON-SHRINK GROUT, COLORED TO MATCH CONCRETE.
12. CONCRETE RETAINING WALL WITH ASPHALT STONE FORM LINE FRESH AND CONCRETE CAP THROUGHOUT PLAZA AND RIVER PLACE DEVELOPMENT.

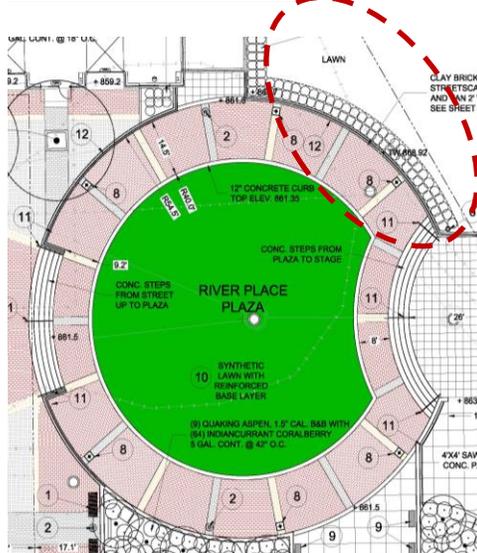
LANDSCAPE NOTES

1. ALL LANDSCAPE WORK SHALL CONFORM TO SECTION 32.03.05 OF THE SPECIFICATIONS AND APPLICABLE CITY OF CEDAR FALLS STANDARDS SPECIFICATIONS.
2. LOCATE PLANT MATERIAL AND LAYOUT OF BEDS AND EDGING BY MEASURING OFF OF THE EXISTING TO THE NEAREST 1/8".
3. SEE PLANT MATERIAL SCHEDULE FOR PLANT SIZES AND QUANTITIES. VERIFY PLANT QUANTITIES WITH PLAN NOTES AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCY.
4. ALL BEDS SHALL BE PLANTED IN EXCAVATED BEDS OR TRENCHES AS APPLICABLE. PREPARE BEDS TO BE PLANTED IN A 2" DEEP BEDS AND TO BE PLANTED WITH SOIL TEXTURE AND QUALITY OF SOIL THROUGHOUT THE BEDS FROM DEPTH.
5. REMOVE ANY EXCESS SOIL AND DEBRIS FROM AREA AND DISPOSE OF IN AN APPROVED MANNER.
6. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING AROUND EXISTING TREES AND UTILITIES. VERIFY LOCATION AND CONDITION OF ALL UTILITIES. FIELD-DRAWN PLANT LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES.
7. SURVEY INFORMATION AND PROVIDED BY AECOM (SITE), NOTIFY ALL CONSULTANTS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
8. ALL AREAS DELIMITED BY CONSTRUCTION AND NOT INCLUDED IN PLANTING AND BEDS SHALL BE SEDED WITH URN-LAWN MIXTURE AS PER SITE STANDARD SPECIFICATION ONLY.
9. BACKFILL SOIL FOR TREE AND SHRUB PITS SHALL CONSIST OF A MIXTURE OF TWO PARTS TOPSOIL AND ONE PART COMPOST (RE: SECTION 32.03.05).
10. SHRUBS AND PERENNIAL BEDS SHALL BE PREPARED BY THOROUGHLY RECOMPOSTING, BY TILLING, COMPOST AT THE RATE OF 10% BY VOLUME TO THE DEPTH OF THE PREPARATION (3" IN CROCK) TO PROVIDE A FINE, FIRM, SOFTENING BEDS.
11. PLAZA LANDSCAPE WEED BARRIER FABRIC SHALL BE 60" WIDE, 100% POLYESTER, 35 TO 45 GDS CONCRETE.
12. WOOD MULCH FOR TREE BEDS IN LAWN IF APPLICABLE SHALL BE 3" DEEP, COMPOSED OF 100% OF CYPRESS WOODS OF UNIFORM COLOR AND CYPRESS MULCH (2" DIA. IN LENGTH), DO NOT USE WALNUT. APPLY SURFACE PRE-EMERGENCE OR EQUAL OVER TOP OF ALL WOOD MULCH BEDS. MULCH PITS AROUND NEW TREES SHALL BE MINIMUM 18" IN DIAMETER.
13. ALL FERTILIZER SHALL BE APPLIED AS PER SECTION 32.03.05. FERTILIZER PLANTING BEDS OR OUTLINE FERTILIZER INTO THE TOP 12" LAYERS OF THE SOIL SURFACE. FERTILIZER TREES USING A SLOW RELEASE AGENT AS RECOMMENDED BY THE PLANT SUPPLIER.
14. NEW TREES, SHRUBS, AND PERENNIALS SHALL MEET THE MINIMUM REQUIREMENTS OF AHS JOB 1. LATEST EDITION. PLANTS SHALL BE PRESENTLY GROWN OR WELL ESTABLISHED IN CONTAINERS AS APPLICABLE. NOT BE IN THE CROWN. TREES WITH BRANCHES UNDESIRABLE LEADER, BRIDGE OR MASSIVE BRANCHES SHALL BE LOPPED OR BRANCH OPEN STRUCTURE, ON THE OPTION OF THE ENGINEER, WILL NOT BE ACCEPTABLE.
15. THE CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF ALL TREE SPECIMENS FOR APPROVAL PRIOR TO SHIPPING AND INSTALLATION. SOME SPECIES ARE MATCHED AND PLANTED IN ROWS, SO THOSE SPECIMENS MUST HAVE CONSISTENT BRANCHING HEIGHTS AND HEIGHTS WITHIN SPECIES.
16. ALL PLANTING BEDS SHALL BE EDGED WITH A 4" DIA. STEEL LAMIN (SODAL ALUMINUM) WILL NOT BE ACCEPTED. EDGING SHALL BE HOT ROLLED STEEL WITH AN ELECTROLYTICALLY APPLIED PAVEMENT COAT SURFACE PAINT, BLACK IN COLOR.
17. ALL PLANTS SHALL BE MAINTAINED AND WATERED BY THE CONTRACTOR THROUGHOUT SUBSTANTIAL COMPLETION. COSTS FOR SUPPLY OF THE WATER WILL BE PAID FOR BY THE CONTRACTOR.
18. CONTRACTOR SHALL CONTACT OWNER ONE-CALL AND VERIFY LOCATION OF EXISTING UNDERGROUND UTILITIES BEFORE COMMENCING ANY EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
19. THE CONTRACTOR SHALL PROTECT ALL FINISHED SURFACES EXTERNAL TO THOSE AFFECTED BY DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE AS DIRECTED BY THE LANDSCAPE ARCHITECT USING DAMAGED SURFACES.
20. REFER TO SHEET L-2 AND ASSOCIATED DETAIL SHEETS FOR ADDITIONAL INFORMATION ABOUT RETAINING WALLS, CONCRETE PAVEMENT AND BRICK PAVEMENT.

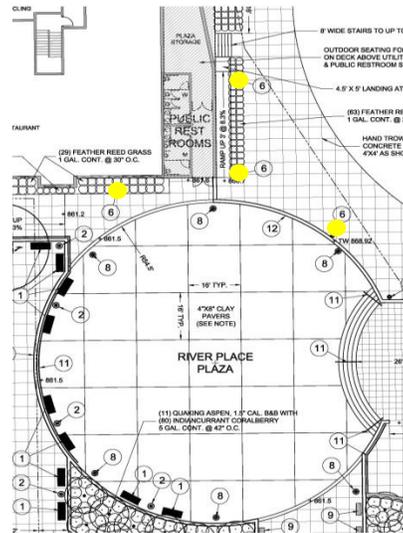
The intent has been that the Plaza complements the downtown streetscaping. Staff feels the changes proposed accomplish this. Streetscape lights are used in the focal areas, while different lighting is to the south side of the site, providing continuity with the River Place development. Theatrical lights remain consistent in their use and general location from 2016 to 2020. The poles are simple 6” round poles, to be painted black.

Area lighting has been removed on the north side of the Plaza, circled in red on the 2020 plan below. Originally, the developer anticipated steps from the residential area (in the MU2 building) to a gathering area on the north side of the Plaza. This area was also going to be generally level with the levee and feature concrete walking/gathering area. This is no longer planned due to several factors. This area is now proposed for seeding and landscaping. The public and residents will not be encouraged to heavily use this area; therefore ambient lighting from the Plaza will be sufficient. The Developer has revised their plans, adding landscaping along the north wall of the Plaza, which will add decorative features while discouraging heavy use of that area.

2020 Proposed Plan



2016 Site Plan



● Lume Serenade (single lantern)

A decorative light has been removed from the street edge, near the staircase from the sidewalk to Plaza. This seems appropriate for several reasons: it removes visual barriers to the Plaza, removes a conflict with the brick pattern for this area, and improves spacing of lighting given a double head light is on the north side of E 2nd St. A double head light is located at the southeast corner of the State Street/2nd St. intersection, to complement the pattern of double-head lights found at most downtown intersections.

Staff recommends approval of the lighting changes.

- Benches**

The 2016 site plan shows 13 black benches by Dumor, matching the downtown benches. It is proposed that a movable table/chair combination be placed within the Plaza. This seems reasonable. A table/chair offering would encourage lunches and meetings, contributing to the Plaza’s ambiance. The stairs connecting the public sidewalk to the Plaza drives re-locating or removing several benches. However, the same total quantity is proposed: 8 table/bench combinations and 5 benches. The following pages provide comparison drawings from 2016 site plan to the proposed plan.



One bench at the top of the stairs has been moved from the south side to the north side, to better balance the benches found on the south side in that location.



Staff recommends approval of the changes.

- Trash Receptacles**

The 2016 site plan included seven trash receptacles, partnered with bench locations. The current plan includes five. The Plaza area includes two trash cans. The change is not substantial and is related to the change in bench locations.



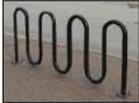
Staff recommends approval.

- Bike racks**

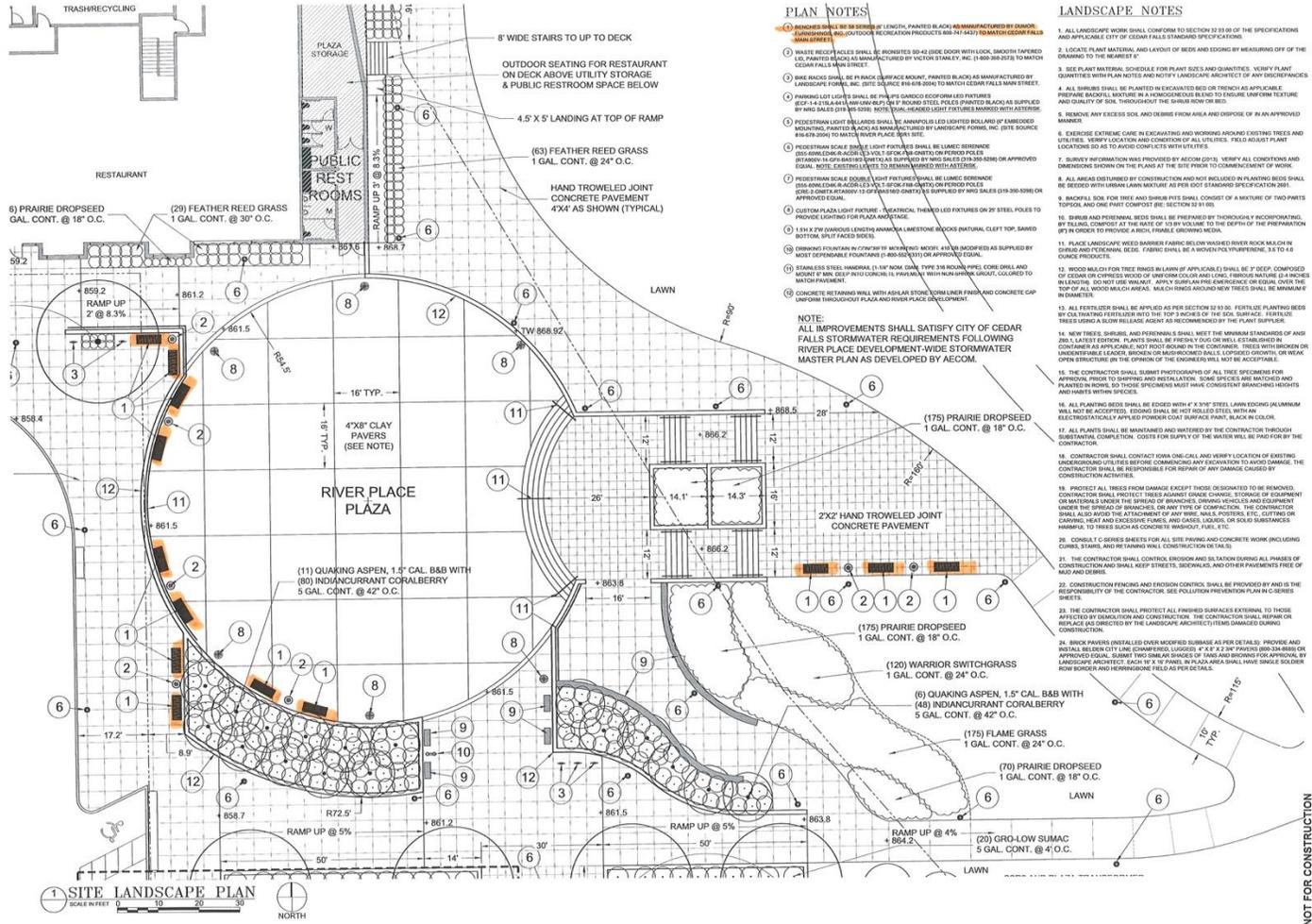
Six bike racks were included with the 2016 site plan. This will be maintained. Three remain on the west side of the Plaza and three remain to the southeast of the Plaza. All bike racks being installed by the City, for Peter Melendy Park and the Streetscape project are a U-shaped rack. The Developer has updated their plans to reflect this change in style.



Staff recommends approval.



2016 Approved Site Plan:



Dumor benches
 Table/bench combo

- **Brick Pattern**

The 2016 plan noted clay pavers intended to match those found on the Parkade. The design has changed since 2016, with a new streetscape design developed in 2019. MU2 implemented this in the sidewalk area, after City Council expressed interest in full brick sidewalks on 2nd and 3rd Streets.

The proposed Plaza design works to match the new Parkade and streetscape design. The clay paver layout and type match the City's. The sidewalk area, beyond the Plaza itself, extends the MU2 sidewalk and is designed to create a focal point when looking east on 2nd St.

The change that needs discussion is a proposal to utilize synthetic lawn within the middle of the Plaza. This is deemed a significant change. The Developer explains this is an upgrade, as the investment is higher than the 2016 site plan, which contemplated using clay pavers matching the Parkade design in place at that time. The synthetic lawn is proposed based on experiences conveyed from Indian Creek Plaza in Caldwell, Idaho, David Street Station in Casper, Wyoming and Main Street Square in Rapid City, South Dakota. In Idaho, complaints were that the concrete surface was too hot and fundraising to change it to turf is now occurring. In Wyoming, it has been synthetic grass since installation and has been successful. In Rapid City, approximately 20% of the Square is turf. They shared their strong belief, with the developer, that the green space has been key to their success. They see people picnic on it, laying in the sun on nice days, and preferring to gather in that space.

Staff recommends approval of this change.



- **Landscaping Beds**

The landscaping bed locations and planting materials in the construction plans generally match the approved site plan from 2016. Deviations have been noticed at the north end. Plantings are slightly reduced from 29 Feather Reed Grass and 6 Prairie Dropseed to 25 Shenandoah Switchgrass. Staff has no concerns with this minor change. There remains landscaping to finish with MU2 and the developer has acknowledged this will be done in 2020.

As noted in the lighting section, landscaping has been added to the north side of the Plaza.

Staff recommends approval of this change.

- **Restrooms**

Restrooms were shown on the 2016 site plan and specifically mentioned in the staff report. The 2018 site plan focused on changes in height to MU2 and noted no other changes to the 2016 plan. The construction plans we received removed restrooms from the project. After staff expressed concern with this change, further discussion concluded the bathrooms will continue to be shown on the site plan, but will be constructed at a later time. They would be completed by July 1, 2021 to fulfill the terms of the Plaza construction timeline in the Second Amendment to the Development Agreement unless it is otherwise amended. With the goal to have events of varying sizes, restroom facilities will be an important amenity.

Staff recommends continuing with restrooms.

- **Drinking Fountain**

The 2016 plan included a drinking fountain. Construction plans no longer show it. This does not seem to be a major deviation.

Staff recommends approval of this change.

- **Stairs**

The 2016 site plan omits a lower stair case (west edge of Plaza). However, Staff understands they were discussed and were an anticipated feature. The stairs provide easy and direct access to the Plaza. This is a favorable component of the plan. It appears to eliminate the need for ramping at the north side of the Plaza, which has been eliminated from the plan.

Staff recommends approval of this change.

- **Curb line/sidewalk at corner of State & 2nd St.**

The plans indicate a sidewalk approximately 15-20 wide will be in place at the western edge of the Plaza. It would be lined with a curb delineating the street. Proper street drainage will be established. This includes correcting a ponding

issue currently at that location. Several technical review comments are listed later in this report, addressing remaining items after Engineering's review of the construction plans.

The Plaza is on private property, the sidewalk is public right-of-way. It is proposed the design of the sidewalk change. The 2016 plan indicates hand troweled joint concrete pavement 4'x4'. Current plans show utilizing the streetscape pattern, using clay pavers. The developer is proposing the increased cost of this be covered by the City, similar to the arrangement with the MU2 sidewalk. This will be reviewed in a separate action, by Council, once a proposal has been submitted.

Staff recommends approval of the sidewalk changes.

- **Sponsorship Recognition/Plaza Signage**

Sponsorship materials for the Plaza have been circulating in the community. They indicate sponsors could be recognized through signage. Plan sheet L-1.2 indicates the location of a sign at the front of the landscaping bed, to the right of the Plaza (when standing on State Street). A digital sign is planned at that location. The Developer will add a note to the plans indicating the sign will be compatible with the pedestrian character of the downtown and is subject to a sign permit. Any signs must be limited to providing the name of the site/building. Any changeable messaging may only be related to the use of the Plaza. City ordinances do not allow off-premise advertising; therefore, event sponsors may only be listed on the on the same screen as the event announcement, not individually or on a separate screen. More information will be reviewed with the permit application to ensure it meets City ordinances.

It is also proposed that a back "wall" of the Plaza have sponsorship plaques. Plaques will only be seen when standing near wall. The largest plaque, for large donors, will not exceed 12"x12" in size. Staff understands the intent is to recognize donors, not advertise. The Developer will submit the design for Staff review and obtain permits if necessary.

Sign locations are acceptable and additional review for compatibility with the district will occur when a sign permit is submitted.

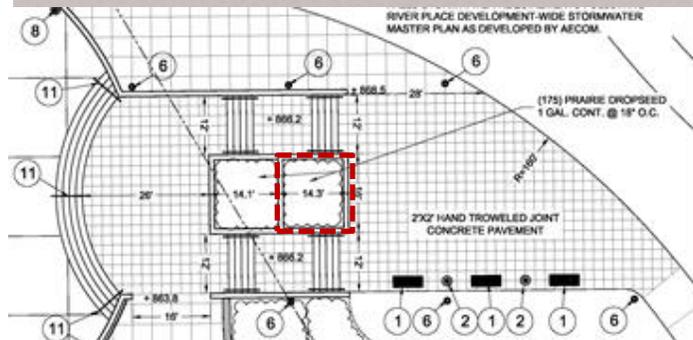
- **Moveable Stage**

While not part of the construction plans, renderings of the Plaza include images of a stage. Discussions with other groups (Community Main Street and Public Art Committee) have relayed the Developer's intent to have a stage in place from May – October (six months), every year.

A structure that will be in place for six months of each year is not temporary. Design of the structure then becomes an important element to review and the Central Business District Overlay applies. While there are no precise criteria for a stage, the materials and overall compatibility with the District will be considered. Brick, stone or terra cotta are to be highly used, while metal is to be limited. Colors are to be earth and neutral tones. Architectural features are to be incorporated. While it may not be practical or visually appealing to consider stone pillars, the proposed metal trussing is also not visually appealing for half of the year. Alternatives such as metal poles matching the theatrical lights design could be considered that “sleeve” over an underground attachment.



An art pad is in the location outlined in red, to the right. During the levee construction, the Public Art Committee (PAC) expressed interest that a significant piece of art be located here. Ideas were that it be approximately 30' tall. However, the selection process



for an art piece has not yet occurred. River Place attended a recent meeting with PAC to discuss the public art. Upon learning of the stage's intended placement (location and length), concerns about the visibility of the art piece were raised. This changes either the significance of the art piece or possibly deters the location from being used for public art.

Further discussion with the Developer has landed on placing the stage less frequently and for shorter durations. The Developer plans to have a temporary stage during the peak season. They will also limit the stage, truss, and tent “uptime” to no more than 1 week at a time. This fits much better within the definition of temporary. Discussions will continue with the Public Art Committee to determine a mutually agreeable solution to incorporating the art piece in the Plaza.

Due to the temporary nature of the stage and acknowledgment to work toward a mutually agreeable solution to incorporate art, Staff has no concerns.

TECHNICAL COMMENTS

The Second Amendment to the Development Agreement included an exhibit of the Plaza Site Plan. The Development Agreement will need to be revised to reflect the changes under discussion.

Engineering comments after reviewing the construction plans:

- a. Connection of existing 24" + proposed 15" RCP could create conflict at storm structure with approach angles. Please review and verify the clearance.
- b. Show ADA ramp flairs on details, meeting ADA Chapter 4.
- c. Submit SWPPP and ROW Permits prior to commencing work.

STAFF RECOMMENDATION

Staff recommends approval subject to the following conditions:

1. Complete restroom facilities, by July 1, 2021 unless amendments to the Development Agreement provide an alternative timeline.
2. All signage will require a permit. At that time, verification of Development Agreement terms and compatibility with the downtown will be reviewed.
3. Revise Development Agreement to include 2020 site plan.
4. Public access easements will be provided as outlined in the Development Agreement and amendments thereto.
5. All technical review comments must be met.

PLANNING & ZONING COMMISSION

Discussion & Vote
3/11/2020

Following an overview of the staff report and project from Staff, the Commission discussed. Mr. Holst asked for clarification on the location of the movable stage and public art. He also asked about the bathrooms and ownership of the area. Mr. Holst was curious on Staff's position on the synthetic turf.

Following a brief presentation by the Developer, Mark Kittrell, the Commission discussed the location of public art and the design of the movable stage. The Commission understands that public art is still under discussion and encourages the Developer to continue working with the Public Art Committee. The short duration of the stage, eliminates the need to complete a design review.

Mr. Wingert expressed high support for the synthetic turf and requested clarification on the drainage of it. Mark Kuiper, project architect, described what's in the plan. Discussion was held on ease of maintenance/replacement, should there be extensive damage or vandalism.

Community Main Street expressed support for the Plaza.

Commissioners expressed high support for the project. It was unanimously recommended for approval (Hartley, Holst, Leeper, Lynch, Prideaux, Wingert).

Attachments: Plaza Site Plan/Landscape Plan (from the 3/9/20 Construction Plans)

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: March 11th, 2020

SUBJECT: 12th Street Reconstruction Project
Project No. RC-059-3196
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc for the construction of the 12th Street Reconstruction Project.

The Department of Public Works recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the 12th Street Reconstruction Project. This project involves the full removal and replacement of 12th Street from College to Tremont and Walnut St from 11th to 12th Street. In addition to full street reconstruction, the project will improve storm sewer and water main infrastructure.

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

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

FORM OF CONTRACT

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

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 12TH STREET RECONSTRUCTION PROJECT, Project No. RC-059-3196 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 3rd day of February 2020, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said Project No. RC-059-3196 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

- o. Standard Specifications
- p. Supplemental Plans and Specifications

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

PETERSON CONTRACTORS INC.

Contractor president

CITY OF CEDAR FALLS, IOWA

By _____
Rob Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107205487

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Nineteen Thousand Four Hundred Fourty Seven And 57/100 (\$ \$1,019,447.57), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2020, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

12TH STREET RECONSTRUCTION PROJECT Project RC-059-3196

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

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

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

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

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

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

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

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

fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No. RC-059-3196

Witness our hands, in triplicate, this _____ day of _____, 2020

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Peterson Contractors, Inc.
Contractor

By: 
Signature

president
Title

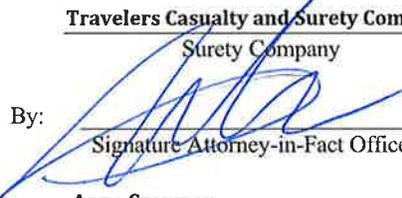
Not Required
Printed Name of Agent

Company Name

SURETY:

Company Address

Travelers Casualty and Surety Company of America
Surety Company

By: 
Signature Attorney-in-Fact Officer & IA Resident Agent

City, State, Zip Code

Company Telephone Number

Anne Crowner
Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Holmes, Murphy and Associates, LLC
Company Name

FORM APPROVED BY:

2727 Grand Prairie Parkway
Company Address

Attorney for Owner

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

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



Travelers Casualty and Surety Company
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

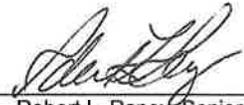
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Waukegan, Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

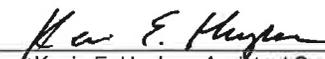
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

ITEM 17. ^(Y)

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

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

PRODUCER LSB Financial Services 219 Main St Cedar Falls, IA 50613	CONTACT NAME:	
	PHONE (A/C, No, Ext): (319) 874-4242	FAX (A/C, No):
	E-MAIL ADDRESS: info@mylsb.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insuranc Co		19682
INSURER B : Berkshire Hathaway Ins Co		22276
INSURER C : Trumbull Insurance Company		19666
INSURER D : Pacific Insurance Company, Ltd.		
INSURER E :		
INSURER F :		

INSURED Peterson Contractors, Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669	INSURER B :	Berkshire Hathaway Ins Co	22276
	INSURER C :	Trumbull Insurance Company	19666
	INSURER D :	Pacific Insurance Company, Ltd.	
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual <input checked="" type="checkbox"/> XCU Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	41CSEQU2151	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			41CSEQU2152	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			47XSF1005414-04	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WNQU2150	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Rent/Lease Equipment			41CSEQU2151	7/1/2019	7/1/2020	Rent/Lease Equipment \$ 5,000,000
D	<input checked="" type="checkbox"/> Pollution Liability			41CPIZG4153	7/1/2019	7/1/2020	Per Occurrence \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: J8626 Contract Forms - 12th Street Reconstruction Project
City of Cedar Falls as Additional Insured including Governmental Immunities Endorsement, and Waiver of Subrogation.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Daniel Shires</i>



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLICY PROVISIONS - OPERATIONS
PERFORMED FOR IOWA ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization	Designated Location Of Covered Operations
City of Cedar Falls, Iowa City of Cedar Rapids, Iowa City of Coralville, Iowa City of Des Moines, Iowa City of Dubuque, Iowa	
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 organization 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 your acts or omissions or the acts or omissions of those acting on your behalf:
 1. In the performance of your ongoing operations for such additional insured at the locations designated in the Schedule; or
 2. In connection with your premises owned by or rented to you and shown in the Schedule.
- B. With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 4., **Other Insurance** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

- 4. **Other Insurance**
 - a. **Primary And Non-Contributory To Other Insurance**
 This insurance is primary and non-contributory with the additional insured's own insurance, and we will not seek contribution from that other insurance.
 This paragraph does not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph b. below.
 - b. **Excess Insurance**
 This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(6) When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

C. Governmental Immunity

With respect to insurance provided to the additional insured shown in the Schedule, the following conditions are added to Section IV – Commercial General Liability Conditions:

1. Nonwaiver Of Governmental Immunity

The inclusion of the municipality or governmental subdivision as an additional insured under this endorsement does not waive any of the defenses of governmental immunity available to the municipality or governmental subdivision under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage

With respect to the insurance provided by this endorsement, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion Of Governmental Immunity

The municipality or governmental subdivision shown in the Schedule shall be responsible for asserting any defense of immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality or governmental subdivision shown in the Schedule.

4. Non-Denial Of Coverage

We shall not deny coverage under this policy, nor shall we deny any of the rights and benefits accruing to the municipality or governmental subdivision shown in the Schedule 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 municipality or governmental subdivision shown in the Schedule of this endorsement.

5. No Other Change In Policy

We agree with the municipality or governmental subdivision shown in the Schedule that the preservation of governmental immunities contained in the paragraphs above shall not otherwise change or alter the coverage available under this policy.

D. Special Cancellation Or Nonrenewal Notification

With respect to insurance provided to the additional insured shown in the Schedule, the following condition is added to Section IV – **Commercial General Liability Conditions:**

In the event of:

1. Cancellation for nonpayment of premium, we agree to mail or deliver written notification to the organization shown in the Schedule at least ten (10) days prior to the effective date of the action.
2. a. Cancellation or nonrenewal for any statutorily permitted reason other than nonpayment of premium; or
 - b. Material restriction of coverage and/or a change in the Limits of Insurance,
 we agree to mail or deliver written notification to the organization shown in the Schedule at least thirty (30) days prior to the effective date of the action.

POLICY NUMBER: 41 CSE QU2151

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: 41 CSE QU2151



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
All, except Additional Insureds that are insured under a separate additional insured endorsement on this policy	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II - Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
- (2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- (a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

- (1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
 - (a) During the policy period; and
 - (b) Subsequent to the execution of such written contract or written agreement; and

- (c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- (2) Only to the extent permitted by law; and
- (3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of Section IV - Commercial General Liability Conditions is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph (c) below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (i) The additional insured in the Schedule is a Named Insured under such other insurance; and
- (ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

POLICY NUMBER: 41 CSE QU2151



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 Person or Organization:

APPLIES WHERE CG2010 1001 IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site 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.

POLICY NUMBER: 41 CSE QU2151



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

<p>Name of Person or Organization:</p> <p>APPLIES WHERE CG2037 1001 IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT</p>
<p>Location And Description of Completed Operations:</p> <p>ALL</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

**FORM OF PROPOSAL
12TH STREET RECONSTRUCTION PROJECT
PROJECT NO. RC-059-3196
CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that PETERSON CONTRACTORS
INC. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 12th Street Reconstruction Project in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	UNIT	486	75. ⁻	36,450. ⁻
2	Topsoil, On-site	CY	517	25. ⁻	12,925. ⁻
3	Excavation, Class 10	CY	3569	9. ⁴⁵	33,727. ⁰⁵
4	Excavation, Class 12	CY	50	15. ⁻	750. ⁻
5	Excavation, Class 10, Unsuitable or Unstable	CY	362.4	9. ⁴⁵	3424. ⁴⁸
6	Subgrade Preparation	SY	7247.5	1. ⁻	7247. ⁰⁰
7	Subgrade Treatment, Geogrid, Type 2	SY	362.4	3. ²⁵	1177. ⁰⁰
8	Subbase, Modified, 12"	SY	7247.5	12. ⁴⁵	91,680. ⁰⁰
9	Compaction Testing	LS	1	2500. ⁻	2500. ⁻

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
10	Trench Compaction Testing	LS	1	2500. ⁻	2500. ⁻
11	Storm Sewer, Trenched, RCP 2000D, 15"	LF	629	49. ⁻	30,821. ⁻
12	Storm Sewer, Trenched, RCP 2000D, 18"	LF	155	51. ⁻	7905. ⁻
13	Storm Sewer, Trenched, RCAP/RCEP, Eq. Dia. 24"	LF	104	76. ⁻	7904. ⁻
14	Storm Sewer, Trenched, PVC, 15"	LF	0	-	-
15	Removal of Storm Sewer, All Types and Sizes	LF	388	10. ⁻	3880. ⁻
16	Subdrain, Type 1, HDPE, 6"	LF	2056	8. ⁻	16,448. ⁻
17	Subdrain Cleanout, Type A-2, 6"	EA	13	400. ⁻	5200. ⁻
18	Subdrain Outlets and Connections, CMP, 6"	EA	7	450. ⁻	3150. ⁻
19	Storm Sewer Service Stub, PVC, 4"	LF	142	50. ⁻	7100. ⁻
20	Water Main, Trenched, DIP, 4" (w/ Nitrile Gaskets)	LF	12	98. ⁻	1176. ⁻
21	Water Main, Trenched, DIP, 6" (w/ Nitrile Gaskets)	LF	61	60. ⁻	3660. ⁻
22	Water Main, Trenched, DIP, 8" (w/ Nitrile Gaskets)	LF	356	56. ⁻	19,936. ⁻
23	Water Main, Trenched, DIP, 10" (w/ Nitrile Gaskets)	LF	6	210. ⁻	1260. ⁻
24	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	310	78. ⁻	24,180. ⁻
25	Fitting, DIP, 4" MJ Cap	EA	4	200. ⁻	800. ⁻
26	Fitting, DIP, 6" MJ Cap	EA	8	225. ⁻	1800. ⁻
27	Fitting, DIP, 10" MJ Cap	EA	1	300. ⁻	300. ⁻
28	Fitting, DIP, 12" MJ Cap	EA	4	350. ⁻	1400. ⁻
29	Fitting, DIP, 4" MJ 90° Bend	EA	3	275. ⁻	825. ⁻
30	Fitting, DIP, 6" MJ 90° Bend	EA	1	275. ⁻	275. ⁻
31	Fitting, DIP, 10" MJ 90° Bend	EA	2	475. ⁻	950. ⁻
32	Fitting, DIP, 12" MJ 45° Bend	EA	4	550. ⁻	2200. ⁻
33	Fitting, DIP, 2"x1.5" MJ Reducer	EA	1	250. ⁻	250. ⁻
34	Fitting, DIP, 6"x2" MJ Reducer	EA	1	300. ⁻	300. ⁻
35	Fitting, DIP, 6"x4" MJ Reducer	EA	2	325. ⁻	650. ⁻

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
36	Fitting, DIP, 10"x8" MJ Reducer	EA	1	350. ⁻	350. ⁻
37	Fitting, DIP, 12"x6" MJ Tee	EA	3	525. ⁻	1575. ⁻
38	Water Service Stub, Copper, 3/4" (Short Side)	EA	9	1500. ⁻	13,500. ⁻
39	Water Service Stub, Copper, 3/4" (Long Side)	EA	12	1850. ⁻	22,200. ⁻
40	Water Service Stub, Copper, 1" (Short Side)	EA	1	1750. ⁻	1750. ⁻
41	Water Service Stub, Copper, 1.5" (Long Side)	EA	1	2750. ⁻	2750. ⁻
42	Valve, Gate, 6"	EA	1	1850. ⁻	1850. ⁻
43	Valve, Gate, 8"	EA	1	2200. ⁻	2200. ⁻
44	Valve, Gate, 12"	EA	2	3350. ⁻	6700. ⁻
45	Tapping Valve Assembly, 12"X6"	EA	1	4350. ⁻	4350. ⁻
46	Tapping Valve Assembly, 12"X8"	EA	1	3500. ⁻	3500. ⁻
47	Fire Hydrant Assembly	EA	2	4600. ⁻	9200. ⁻
48	Flushing Device (Blowoff), 10"	EA	2	1700. ⁻	3400. ⁻
49	Fire Hydrant Adjustment	EA	1	750. ⁻	750. ⁻
50	Fire Hydrant Assembly Removal	EA	1	1000. ⁻	1000. ⁻
51	Valve Removal	EA	1	500. ⁻	500. ⁻
52	Air Release Valve	EA	1	1600. ⁻	1600. ⁻
53	Intake, SW-505	EA	9	5525. ⁻	49,725. ⁻
54	Intake, SW-506	EA	2	7800. ⁻	15,600. ⁻
55	Manhole Adjustment, Minor	EA	3	1000. ⁻	3000. ⁻
56	Manhole Adjustment, Major	EA	1	1400. ⁻	1400. ⁻
57	Remove Intake	EA	4	500. ⁻	2000. ⁻
58	Pavement, PCC, 8"	SY	6539	41. ⁰⁰	272,022. ⁴⁰
59	Removal of Sidewalk	SY	370.3	6. ⁸⁰	2221. ⁸⁰
60	Removal of Driveway	SY	378.8	6. ⁸⁰	2222. ⁸⁰
61	Sidewalk, PCC, 4"	SY	106.9	49. ⁵⁰	5291. ⁵⁵

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
62	Sidewalk, PCC, 6"	SY	114	51. ⁻	5814. ⁻
63	Detectable Warning, Cast Iron	SF	160	48. ⁻	7680. ⁻
64	Driveway, Paved, PCC, 6"	SY	416.9	45. ⁻	18,760. ⁵⁰
65	Driveway, Granular	TON	26.9	43. ⁵⁰	1170. ¹⁵
66	Pavement Removal	SY	6566.1	5. ³⁵	35,128. ⁶⁰
67	Painted Pavement Markings, Waterborne or Solvent-based	STA	13.11	60. ⁻	786. ⁶⁰
68	Painted Symbols and Legends, Waterborne or Solvent-based	EA	8	80. ⁻	640. ⁻
69	Temporary Traffic Control	LS	1	6500. ⁻	6500. ⁻
70	Sign Panels	SF	78.25	25. ⁻	1956. ²⁵
71	Sign Posts	LF	140	11. ⁻	1540. ⁻
72	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	0.6	2395. ⁸⁰	1437. ⁴⁸
73	Sod	SQ	260	75. ⁻	19,500. ⁻
74	Filter Socks, 8"	LF	3250	3. ⁻	9750. ⁻
75	Filter Socks, Removal	LF	3250	0.40	1300. ⁻
76	Combined Concrete Sidewalk and Retaining Wall	CY	94.7	765. ⁻	72,445. ⁵⁰
77	Concrete Steps, Type B	SF	159	103. ⁻	16,377. ⁻
78	Handrail, Aluminum	LF	62	100. ⁻	6200. ⁻
79	Mobilization	LS	1	35,000. ⁻	35,000. ⁻
80	Maintenance of Postal Service	LS	1	4500. ⁻	4500. ⁻
81	Maintenance of Solid Waste Collection	LS	1	4500. ⁻	4500. ⁻
82	Concrete Washout	LS	1	3000. ⁻	3000. ⁻

BID TOTAL: \$ 1,019,447.⁵⁷

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-82). The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer

generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

Bid Security in the sum of 10% in the form of BID BOND, is submitted herewith in accordance with the Instructions to Bidders.

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

The bidder has received the following Addendum or Addenda:

Addendum No.	<u>1</u>	Date	<u>2/20/2020</u>
	<u>2</u>		<u>2/24/2020</u>
	_____		_____
	_____		_____

The bidder has filled in all blanks on this Proposal.

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

Name of bidder Peterson Contractors Inc.
104 Blackhawk St. Rembeck, IA
Official Address 50669

By [Signature]
Estimator / PM
Title



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jon Fitch, PE, Principal Engineer
DATE: March 11th, 2020
SUBJECT: 2020 Permeable Alley
Project No. ST-000-3225
Bid Opening

On Tuesday, March 10th, 2020 at 2:00 p.m., bids were received and opened for the 2020 Permeable Alley Project. A total of four (4) bids were received, with Benton's Sand and Gravel the low bidder:

Table with 2 columns: Bidder Name and Base Bid. Rows include Engineering Estimate (\$229,300.00), Benton's Sand and Gravel (\$208,144.62), K. Cunningham Construction Inc (\$212,153.75), Lodge Construction (\$246,019.00), and Veith Construction Corp (\$252,569.50).

The Engineer's Estimate for this project was \$229,300.00. Benton's Sand and Gravel of Cedar Falls, Iowa submitted the low bid in the amount of \$208,144.62. Attached is a bid tab for your reference. The project will be funded by the Street Construction Fund (SCF) and Storm Water Bond (STB) funding sources.

We recommend acceptance of the lowest bid from Benton's Sand and Gravel in the amount of \$208,144.62. On April 6th, 2020, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS

2020 permeable Alley
Project Number: ST-000-3225

March 10, 2020 @ 2:00 PM		BASE BID		ENGINEER'S ESTIMATE		Bentons Sand and Gravel		K Cunningham		Lodge Construction		Veith Construction		BID AVERAGE	
ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	TOPSOIL, FURNISH & SPREAD	C.Y.	80	\$50.00	\$3,800.00	\$40.00	\$3,200.00	\$40.00	\$3,200.00	\$55.00	\$4,400.00	\$50.00	\$4,000.00	46	\$3,700.00
2	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	589	\$18.00	\$10,602.00	\$15.00	\$8,835.00	\$15.00	\$8,835.00	\$30.00	\$17,670.00	\$35.00	\$20,615.00	24	\$13,988.75
3	MODIFIED SUBBASE 12"	S.Y.	36	\$20.00	\$720.00	\$18.00	\$648.00	\$18.00	\$648.00	\$69.00	\$2,484.00	\$45.00	\$1,620.00	38	\$1,350.00
4	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4	\$600.00	\$2,400.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$800.00	\$3,200.00	\$275.00	\$1,100.00	519	\$2,075.00
5	VALVE EXTENSION	EACH	2	\$250.00	\$500.00	\$175.00	\$350.00	\$175.00	\$350.00	\$500.00	\$1,000.00	\$450.00	\$900.00	325	\$650.00
6	CURB & GUTTER, 7" P.C.C., 2.5' WIDE	L.F.	72	\$50.00	\$3,600.00	\$46.20	\$3,326.40	\$44.00	\$3,168.00	\$42.00	\$3,024.00	\$48.00	\$3,456.00	45	\$3,243.60
7	REMOVAL OF DRIVEWAY	S.Y.	125	\$10.00	\$1,250.00	\$9.00	\$1,125.00	\$24.00	\$3,000.00	\$19.00	\$2,375.00	\$16.00	\$2,000.00	17	\$2,125.00
8	REMOVAL OF SIDEWALK	S.Y.	88	\$10.00	\$900.00	\$9.00	\$792.00	\$9.00	\$792.00	\$19.00	\$1,672.00	\$16.00	\$1,408.00	13	\$1,166.00
9	SIDEWALK, 6" P.C.C.	S.Y.	88	\$90.00	\$7,920.00	\$101.33	\$8,917.04	\$105.00	\$9,240.00	\$53.00	\$4,664.00	\$105.00	\$9,240.00	91	\$8,015.26
10	DRIVEWAY, 6" P.C.C.	S.Y.	289	\$80.00	\$23,120.00	\$79.28	\$22,911.92	\$75.50	\$21,819.50	\$63.00	\$18,207.00	\$91.00	\$26,299.00	77	\$22,309.36
11	DRIVEWAY, GRANULAR, 1" ROADSTONE	S.Y.	33	\$10.00	\$330.00	\$6.75	\$222.75	\$6.75	\$222.75	\$30.00	\$990.00	\$30.00	\$990.00	18	\$606.38
12	PATCH, COMPOSTITE HMA / P.C.C.	S.Y.	27	\$500.00	\$13,500.00	\$300.00	\$8,100.00	\$160.00	\$4,320.00	\$175.00	\$4,725.00	\$152.00	\$4,104.00	197	\$5,312.25
13	REMOVAL OF CURB & GUTTER	L.F.	72	\$10.00	\$720.00	\$10.00	\$720.00	\$16.00	\$1,152.00	\$30.00	\$2,160.00	\$30.00	\$2,160.00	22	\$1,548.00
14	ENGINEERING FABRIC	S.Y.	1,347	\$5.00	\$6,735.00	\$4.00	\$5,388.00	\$4.00	\$5,388.00	\$5.00	\$6,735.00	\$2.50	\$3,367.50	4	\$5,219.63
15	UNDERDRAIN, 6" PLASTIC PERFORATED, TYPE S	L.F.	954	\$13.00	\$12,402.00	\$10.00	\$9,540.00	\$10.00	\$9,540.00	\$18.00	\$17,172.00	\$23.00	\$21,942.00	15	\$14,548.50
16	STORAGE AGGREGATE, 8"	S.Y.	1,155	\$15.00	\$17,325.00	\$12.25	\$14,148.75	\$12.25	\$14,148.75	\$17.00	\$19,635.00	\$16.00	\$18,480.00	14	\$16,603.13
17	FILTER AGGREGATE, 4"	S.Y.	1,155	\$10.00	\$11,550.00	\$6.10	\$7,045.50	\$6.10	\$7,045.50	\$9.00	\$10,395.00	\$10.00	\$11,550.00	8	\$9,009.00
18	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	3,393	\$12.00	\$40,716.00	\$11.75	\$39,867.75	\$11.75	\$39,867.75	\$12.00	\$40,716.00	\$12.50	\$42,412.50	12	\$40,716.00
19	PCC EDGE RESTRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	777	\$55.00	\$42,855.00	\$57.23	\$44,467.71	\$54.50	\$42,346.50	\$73.00	\$56,721.00	\$59.00	\$45,843.00	61	\$47,344.55
20	TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$1,995.00	\$1,995.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	2149	\$2,148.75
21	HYDRAULIC SEEDING	S.F.	4,260	\$2.00	\$8,520.00	\$0.38	\$1,618.80	\$0.50	\$2,130.00	\$0.40	\$1,704.00	\$0.50	\$2,130.00	0	\$1,895.70
22	WATTLE, STRAW, 9"	L.F.	1,870	\$6.00	\$11,220.00	\$5.00	\$9,350.00	\$4.50	\$8,415.00	\$6.00	\$11,220.00	\$4.75	\$8,882.50	5	\$9,466.88
23	INLET PROTECTION DEVICE	EACH	9	\$230.00	\$2,070.00	\$325.00	\$2,925.00	\$175.00	\$1,575.00	\$325.00	\$2,925.00	\$250.00	\$2,250.00	269	\$2,418.75
24	INLET PROTECTION DEVICE, MAINTENANCE	EACH	9	\$125.00	\$1,125.00	\$100.00	\$900.00	\$50.00	\$450.00	\$25.00	\$225.00	\$80.00	\$720.00	64	\$573.75
25	MOBILIZATION	L.S.	1	\$11,000.00	\$11,000.00	\$9,750.00	\$9,750.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	13688	\$13,687.50
				TOTAL	\$229,300.00	TOTAL	\$208,144.62	TOTAL	\$212,153.75	TOTAL	\$246,019.00	TOTAL	\$252,569.50	\$229,721.72	
Bid Security (10%)						X		X		X		X			
Bidder Status Form						X		X		X		X			
Non-Collusion Affidavit						X		X		X		X			



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
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MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jon Fitch, PE, Principal Engineer
DATE: March 11th, 2020
SUBJECT: 2020 Street Construction
Project No. RC-000-3185
Bid Opening

On Tuesday, March 10th, 2020 at 2:00 p.m., bids were received and opened for the 2020 Street Construction Project. A total of two (2) bids were received, with Peterson Contractors Inc (PCI) the low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$3,476,550.00
Peterson Contractors Inc	\$3,385,340.30
K. Cunningham Construction Inc	\$3,436,866.60

The Engineer's Estimate for this project was \$3,476,320.00. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$3,385,340.30. Attached is a bid tab for your reference. The project will be funded by Local Option Sales Tax, Street Construction Fund, GO 2020, Sanitary Sewer Rental Fund and Cedar Falls Utilities funding sources.

We recommend acceptance of the lowest bid from Peterson Contractors Inc. in the amount of \$3,385,340.30. On April 6th, 2020, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

TABULATION OF BIDS

2020 Street Construction Project
 Project Number: RC-000-3185

March 10, 2020 @ 2:00 PM			BASE BID		ENGINEER'S ESTIMATE		Peterson Contractor's Inc.		K. Cunningham Construction				BID AVERAGE		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	REMOVAL OF PAVEMENT	S.Y.	10564.0	\$5.00	\$50,180.00	\$4.75	\$50,179.00	\$5.75	\$60,743.00		\$0.00		\$0.00	\$5.25	\$55,461.00
2	REMOVAL OF A.C.C. SURFACING	S.Y.	9029	\$4.00	\$34,320.00	\$3.65	\$32,955.85	\$4.65	\$41,984.85		\$0.00		\$0.00	\$4.15	\$37,470.35
3	REMOVAL OF A.C.C. SURFACING (MILLING)	S.Y.	5648	\$5.25	\$28,170.00	\$5.25	\$29,652.00	\$6.25	\$35,300.00		\$0.00		\$0.00	\$5.75	\$32,476.00
4	REMOVAL OF P.C.C./A.C.C. SURFACE (TAPER MILLING)	S.Y.	1988	\$36.50	\$68,940.00	\$36.40	\$72,363.20	\$37.40	\$74,351.20		\$0.00		\$0.00	\$36.90	\$73,357.20
5	REMOVAL OF CURB	L.F.	2545	\$10.50	\$25,390.00	\$10.00	\$25,450.00	\$11.00	\$27,995.00		\$0.00		\$0.00	\$10.50	\$26,722.50
6	REMOVAL OF DRIVEWAY	S.Y.	1628	\$5.00	\$7,740.00	\$4.50	\$7,326.00	\$5.50	\$8,954.00		\$0.00		\$0.00	\$5.00	\$8,140.00
7	REMOVAL OF SIDEWALK	S.Y.	98	\$8.50	\$800.00	\$12.00	\$1,176.00	\$13.00	\$1,274.00		\$0.00		\$0.00	\$12.50	\$1,225.00
8	REMOVALS AS PER PLAN	UNITS	72	\$500.00	\$34,090.00	\$500.00	\$35,875.00	\$500.00	\$35,875.00		\$0.00		\$0.00	\$500.00	\$35,875.00
9	SAW CUTTING FOR REMOVALS	L.F.	3844	\$6.00	\$21,920.00	\$6.00	\$23,064.00	\$5.60	\$21,526.40		\$0.00		\$0.00	\$5.80	\$22,295.20
10	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	4040	\$11.00	\$42,220.00	\$10.50	\$42,420.00	\$10.50	\$42,420.00		\$0.00		\$0.00	\$10.50	\$42,420.00
11	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	404	\$11.00	\$4,230.00	\$10.50	\$4,242.00	\$10.50	\$4,242.00		\$0.00		\$0.00	\$10.50	\$4,242.00
12	EXCAVATION, CLASS 12, BOULDERS	C.Y.	25	\$30.00	\$720.00	\$30.00	\$750.00	\$30.00	\$750.00		\$0.00		\$0.00	\$30.00	\$750.00
13	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	10564	\$50.00	\$501,790.00	\$41.45	\$437,877.80	\$41.45	\$437,877.80		\$0.00		\$0.00	\$41.45	\$437,877.80
14	HMA, (ST), SURF., 1/2", PG58-28S	TON	3890	\$120.00	\$443,460.00	\$113.70	\$442,293.00	\$113.70	\$442,293.00		\$0.00		\$0.00	\$113.70	\$442,293.00
15	HMA, (ST), BASE, 3/4", PG58-28S	TON	1448	\$120.00	\$165,080.00	\$110.20	\$159,569.60	\$110.20	\$159,569.60		\$0.00		\$0.00	\$110.20	\$159,569.60
16	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	2240	\$25.00	\$53,200.00	\$18.20	\$40,768.00	\$18.20	\$40,768.00		\$0.00		\$0.00	\$18.20	\$40,768.00
17	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	43	\$33.00	\$1,350.00	\$66.00	\$2,838.00	\$66.00	\$2,838.00		\$0.00		\$0.00	\$66.00	\$2,838.00
18	CURB, PCC 8 IN. 5.0 FT WIDTH, TYPE "C" CLASS III	L.F.	305	\$35.00	\$10,150.00	\$42.80	\$13,054.00	\$42.80	\$13,054.00		\$0.00		\$0.00	\$42.80	\$13,054.00
19	COMPACTION OF SUBGRADE	STA.	26	\$300.00	\$7,410.00	\$250.00	\$6,500.00	\$250.00	\$6,500.00		\$0.00		\$0.00	\$250.00	\$6,500.00
20	GEOGRID	S.Y.	10309	\$3.50	\$34,280.00	\$3.25	\$33,504.25	\$3.25	\$33,504.25		\$0.00		\$0.00	\$3.25	\$33,504.25
21	MODIFIED SUBBASE, 12 IN.	S.Y.	13448	\$14.00	\$178,860.00	\$14.00	\$188,272.00	\$14.00	\$188,272.00		\$0.00		\$0.00	\$14.00	\$188,272.00
22	SURFACING, 1-INCH ROADSTONE	TONS	30	\$30.00	\$860.00	\$35.00	\$1,050.00	\$35.00	\$1,050.00		\$0.00		\$0.00	\$35.00	\$1,050.00
23	TOPSOIL, FURNISH & SPREAD	C.Y.	922	\$25.00	\$21,900.00	\$22.00	\$20,284.00	\$22.00	\$20,284.00		\$0.00		\$0.00	\$22.00	\$20,284.00
24	SOD, PROVIDE AND PLACE	S.F.	47300	\$0.75	\$33,710.00	\$0.62	\$29,326.00	\$1.00	\$47,300.00		\$0.00		\$0.00	\$0.81	\$38,313.00
25	HYDRAULIC SEEDING	S.F.	1000	\$0.60	\$570.00	\$0.75	\$750.00	\$0.90	\$900.00		\$0.00		\$0.00	\$0.83	\$825.00
26	WATERING SOD	M-GAL	60	\$200.00	\$11,400.00	\$135.00	\$8,100.00	\$120.00	\$7,200.00		\$0.00		\$0.00	\$127.50	\$7,650.00
27	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	1552	\$50.00	\$73,720.00	\$45.75	\$71,004.00	\$52.35	\$81,247.20		\$0.00		\$0.00	\$49.05	\$76,125.60
28	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	574	\$45.00	\$24,540.00	\$47.00	\$26,978.00	\$44.75	\$25,686.50		\$0.00		\$0.00	\$45.88	\$26,332.25
29	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	88	\$60.00	\$5,020.00	\$50.00	\$4,400.00	\$71.65	\$6,305.20		\$0.00		\$0.00	\$60.83	\$5,352.60
30	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	38	\$50.00	\$1,810.00	\$50.00	\$1,900.00	\$30.00	\$1,140.00		\$0.00		\$0.00	\$40.00	\$1,520.00
31	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	50	\$300.00	\$14,250.00	\$150.00	\$7,500.00	\$110.00	\$5,500.00		\$0.00		\$0.00	\$130.00	\$6,500.00
32	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	50	\$200.00	\$9,500.00	\$155.00	\$7,750.00	\$155.00	\$7,750.00		\$0.00		\$0.00	\$155.00	\$7,750.00
33	INTAKE, SW-507	EACH	2	\$5,600.00	\$10,640.00	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00		\$0.00		\$0.00	\$5,500.00	\$11,000.00
34	INTAKE, SW-509	EACH	1	\$6,000.00	\$5,700.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00		\$0.00		\$0.00	\$7,000.00	\$7,000.00
35	INTAKE, TYPE B	EACH	2	\$4,500.00	\$8,550.00	\$5,200.00	\$10,400.00	\$5,200.00	\$10,400.00		\$0.00		\$0.00	\$5,200.00	\$10,400.00
36	INTAKE, TYPE D	EACH	18	\$5,500.00	\$94,050.00	\$5,850.00	\$105,300.00	\$5,850.00	\$105,300.00		\$0.00		\$0.00	\$5,850.00	\$105,300.00
37	INTAKE, TYPE C TOP & INSERT	EACH	4	\$2,000.00	\$7,600.00	\$3,200.00	\$12,800.00	\$3,200.00	\$12,800.00		\$0.00		\$0.00	\$3,200.00	\$12,800.00
38	INTAKE, TYPE E TOP & INSERT	EACH	1	\$6,000.00	\$5,700.00	\$3,700.00	\$3,700.00	\$3,700.00	\$3,700.00		\$0.00		\$0.00	\$3,700.00	\$3,700.00
39	INTAKE, SINGLE FLAT INSERT	EACH	1	\$1,500.00	\$1,430.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00		\$0.00		\$0.00	\$2,200.00	\$2,200.00
40	INTAKE, DOUBLE FLAT INSERT	EACH	1	\$2,500.00	\$2,380.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00		\$0.00		\$0.00	\$3,200.00	\$3,200.00
41	INTAKE, TYPE B INSERT	EACH	4	\$2,000.00	\$7,600.00	\$1,900.00	\$7,600.00	\$1,900.00	\$7,600.00		\$0.00		\$0.00	\$1,900.00	\$7,600.00
42	INTAKE, TYPE D INSERT	EACH	1	\$3,000.00	\$2,850.00	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00		\$0.00		\$0.00	\$2,600.00	\$2,600.00
43	MANHOLE, ADJUSTMENT, MINOR	EACH	16	\$1,000.00	\$15,200.00	\$1,000.00	\$16,000.00	\$1,000.00	\$16,000.00		\$0.00		\$0.00	\$1,000.00	\$16,000.00
44	MANHOLE, STORM SEWER, SW-401	EACH	2	\$4,250.00	\$8,080.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00		\$0.00		\$0.00	\$4,000.00	\$8,000.00
45	MANHOLE, SANITARY SEWER, SW-301	EACH	4	\$6,000.00	\$22,800.00	\$5,850.00	\$23,400.00	\$5,850.00	\$23,400.00		\$0.00		\$0.00	\$5,850.00	\$23,400.00
46	SEWER, STORM, 15 IN. HDPE	L.F.	2190	\$55.00	\$114,430.00	\$54.00	\$118,260.00	\$54.00	\$118,260.00		\$0.00		\$0.00	\$54.00	\$118,260.00
47	SEWER, STORM, 15 IN. RCP, 2000D	L.F.	84	\$58.00	\$4,630.00	\$57.00	\$4,788.00	\$57.00	\$4,788.00		\$0.00		\$0.00	\$57.00	\$4,788.00
48	SEWER, STORM, 18 IN. HDPE	L.F.	406	\$60.00	\$23,150.00	\$60.00	\$24,360.00	\$60.00	\$24,360.00		\$0.00		\$0.00	\$60.00	\$24,360.00
49	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	32	\$65.00	\$1,980.00	\$60.00	\$1,920.00	\$60.00	\$1,920.00		\$0.00		\$0.00	\$60.00	\$1,920.00
50	SEWER, STORM, 24 IN. HDPE	L.F.	652	\$70.00	\$43,360.00	\$68.00	\$44,336.00	\$68.00	\$44,336.00		\$0.00		\$0.00	\$68.00	\$44,336.00
51	SEWER, STORM, 24 IN. R.C.P. 2000D	L.F.	58	\$100.00	\$5,510.00	\$76.00	\$4,408.00	\$76.00	\$4,408.00		\$0.00		\$0.00	\$76.00	\$4,408.00
52	SEWER, STORM, 30 IN. HDPE	L.F.	10	\$100.00	\$950.00	\$110.00	\$1,100.00	\$110.00	\$1,100.00		\$0.00		\$0.00	\$110.00	\$1,100.00
53	GRANULAR SHOULDERING, TYPE A	TONS	942	\$35.00	\$31,330.00	\$28.50	\$26,847.00	\$28.50	\$26,847.00		\$0.00		\$0.00	\$28.50	\$26,847.00
54	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2	\$700.00	\$1,330.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00		\$0.00		\$0.00	\$500.00	\$1,000.00
55	GRANULAR BACKFILL	TONS	1600	\$25.00	\$38,000.00	\$26.00	\$41,600.00	\$26.00	\$41,600.00		\$0.00		\$0.00	\$26.00	\$41,600.00
56	SUBDRAIN, PERFORATED, 6 IN.	L.F.	6119	\$12.00	\$69,760.00	\$10.00	\$61,190.00	\$10.00	\$61,190.00		\$0.00		\$0.00	\$10.00	\$61,190.00
57	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	23	\$400.00	\$8,740.00	\$300.00	\$6,900.00	\$300.00	\$6,900.00		\$0.00		\$0.00	\$300.00	\$6,900.00
58	SUBDRAIN, SUMP PUMP TAP	EACH	81	\$400.00	\$30,780.00	\$275.00	\$22,275.00	\$275.00	\$22,275.00		\$0.00		\$0.00	\$275.00	\$22,275.00
59	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	30	\$25.00	\$720.00	\$20.00	\$600.00	\$20.00	\$600.00		\$0.00		\$0.00	\$20.00	\$600.00
60	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	28	\$500.00	\$13,300.00	\$400.00	\$11,200.00	\$400.00	\$11,200.00		\$0.00		\$0.00	\$400.00	\$11,200.00
61	TRAFFIC CONTROL	L.S.	1	\$125,000.00	\$118,750.00	\$62,000.00	\$62,000.00	\$18,000.00	\$18,000.00		\$0.00		\$0.00	\$40,000.00	\$40,000.00
62	FLAGGERS	DAYS	10	\$1,000.00	\$9,500.00	\$1,000.00	\$10,000.00	\$550.00	\$5,500.00		\$0.00		\$0.00	\$775.00	\$7,750.00
63	VALVE ADJUSTMENT	EACH	10	\$300.00	\$2,850.00	\$175.00	\$1,750.00	\$175.00	\$1,750.00		\$0.00		\$0.00	\$175.00	\$1,750.00
64	SPRINKLER HEADS, REMOVE & PLUG	EACH	5	\$150.00	\$720.00	\$75.00	\$375.00	\$40.00	\$200.00		\$0.00		\$0.00	\$57.50	\$287.50
65	PAVEMENT MARKINGS, PAINTED	STA.	199	\$40.00	\$7,570.00	\$37.00	\$7,363.00	\$37.00	\$7,363.00		\$0.00		\$0.00	\$37.00	\$7,363.00
66	PAVEMENT MARKINGS, PAINTED SYMBOLS	EACH	5	\$75.00	\$360.00	\$60.00	\$300.00	\$60.00	\$300.00		\$0.00		\$0.00	\$60.00	\$300.00
67	INTAKE WELL, SEDIMENT FILTER	EACH	21	\$250.00	\$4,990.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00		\$0.00		\$0.00	\$167.50	\$3,517.50

March 10, 2020 @ 2:00 PM		BASE BID			ENGINEER'S ESTIMATE		Peterson Contractor's Inc.		K. Cunningham Construction				BID AVERAGE		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
68	INTAKE, SEDIMENT FILTER	L.F.	396	\$15.00	\$5,650.00	\$14.00	\$5,544.00	\$12.00	\$4,752.00		\$0.00		\$0.00	\$13.00	\$5,148.00
69	CLEANING OF SEDIMENT FILTER BASINS	EACH	21	\$200.00	\$3,990.00	\$85.00	\$1,785.00	\$35.00	\$735.00		\$0.00		\$0.00	\$60.00	\$1,260.00
70	SIGN POST, SQUARE TUBING 14 GAUGE 2" GALVANIZED	EACH	15	\$175.00	\$2,500.00	\$102.00	\$1,530.00	\$102.00	\$1,530.00		\$0.00		\$0.00	\$102.00	\$1,530.00
71	RECEIVER, SIGN POST, SQUARE TUBING 12 GAUGE 2 1/4" GALVANIZED	EACH	15	\$40.00	\$570.00	\$35.00	\$525.00	\$35.00	\$525.00		\$0.00		\$0.00	\$35.00	\$525.00
72	TYPE A SIGNS, ALUMINUM	EACH	15	\$125.00	\$1,790.00	\$97.00	\$1,455.00	\$97.00	\$1,455.00		\$0.00		\$0.00	\$97.00	\$1,455.00
73	STREET SWEEPING	HRS.	31	\$200.00	\$5,890.00	\$175.00	\$5,425.00	\$250.00	\$7,750.00		\$0.00		\$0.00	\$212.50	\$6,587.50
74	BASE, CLEANING AND PREPARATION	S.Y.	31842	\$1.25	\$37,820.00	\$1.15	\$36,618.30	\$1.15	\$36,618.30		\$0.00		\$0.00	\$1.15	\$36,618.30
75	SEWER, SANITARY, 12" TRUSS PIPE	L.F.	1254	\$70.00	\$83,400.00	\$62.00	\$77,748.00	\$62.00	\$77,748.00		\$0.00		\$0.00	\$62.00	\$77,748.00
76	SEWER SERVICES SANITARY, 4" SDR 23.5	L.F.	440	\$100.00	\$41,800.00	\$65.00	\$28,600.00	\$65.00	\$28,600.00		\$0.00		\$0.00	\$65.00	\$28,600.00
77	PIPE, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	40	\$60.00	\$2,280.00	\$56.00	\$2,240.00	\$56.00	\$2,240.00		\$0.00		\$0.00	\$56.00	\$2,240.00
78	PIPE, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20	\$65.00	\$1,240.00	\$66.50	\$1,330.00	\$66.50	\$1,330.00		\$0.00		\$0.00	\$66.50	\$1,330.00
79	PIPE 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2280	\$70.00	\$151,620.00	\$58.50	\$133,380.00	\$58.50	\$133,380.00		\$0.00		\$0.00	\$58.50	\$133,380.00
80	BEND, 4" MJ 90°	EACH	6	\$250.00	\$1,430.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00		\$0.00		\$0.00	\$250.00	\$1,500.00
81	BEND, 6" MJ 90°	EACH	4	\$300.00	\$1,140.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00		\$0.00		\$0.00	\$300.00	\$1,200.00
82	BEND, 8" MJ 90°	EACH	2	\$350.00	\$670.00	\$350.00	\$700.00	\$350.00	\$700.00		\$0.00		\$0.00	\$350.00	\$700.00
83	TEE, 8" X 6" MJ	EACH	2	\$500.00	\$950.00	\$420.00	\$840.00	\$420.00	\$840.00		\$0.00		\$0.00	\$420.00	\$840.00
84	TEE, 8" X 8" MJ	EACH	1	\$525.00	\$500.00	\$475.00	\$475.00	\$475.00	\$475.00		\$0.00		\$0.00	\$475.00	\$475.00
85	TEE, 6" X 6" MJ X SW	EACH	1	\$550.00	\$530.00	\$375.00	\$375.00	\$375.00	\$375.00		\$0.00		\$0.00	\$375.00	\$375.00
86	TEE, 8" X 6" MJ X SW	EACH	6	\$450.00	\$2,570.00	\$415.00	\$2,490.00	\$415.00	\$2,490.00		\$0.00		\$0.00	\$415.00	\$2,490.00
87	CROSS, 6" X 6" MJ X MJ	EACH	1	\$500.00	\$480.00	\$475.00	\$475.00	\$475.00	\$475.00		\$0.00		\$0.00	\$475.00	\$475.00
88	CROSS, 8" X 8" MJ X MJ	EACH	1	\$550.00	\$530.00	\$525.00	\$525.00	\$525.00	\$525.00		\$0.00		\$0.00	\$525.00	\$525.00
89	REDUCER, 6" X 4" MJ X PE	EACH	1	\$375.00	\$360.00	\$300.00	\$300.00	\$300.00	\$300.00		\$0.00		\$0.00	\$300.00	\$300.00
90	REDUCER, 8" X 4" MJ X PE	EACH	3	\$425.00	\$1,220.00	\$300.00	\$900.00	\$300.00	\$900.00		\$0.00		\$0.00	\$300.00	\$900.00
91	REDUCER, 8" X 6" MJ X PE	EACH	1	\$425.00	\$410.00	\$300.00	\$300.00	\$300.00	\$300.00		\$0.00		\$0.00	\$300.00	\$300.00
92	SLEEVE, 4" X 12" SOLID	EACH	1	\$325.00	\$310.00	\$300.00	\$300.00	\$300.00	\$300.00		\$0.00		\$0.00	\$300.00	\$300.00
93	SLEEVE, 6" X 12" SOLID	EACH	1	\$350.00	\$340.00	\$325.00	\$325.00	\$325.00	\$325.00		\$0.00		\$0.00	\$325.00	\$325.00
94	SLEEVE, 8" X 12" SOLID	EACH	1	\$425.00	\$410.00	\$400.00	\$400.00	\$400.00	\$400.00		\$0.00		\$0.00	\$400.00	\$400.00
95	VALVE, 6" MJ GATE W/ BOX	EACH	1	\$2,000.00	\$1,900.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00		\$0.00		\$0.00	\$1,850.00	\$1,850.00
96	VALVE, 8" MJ GATE W/ BOX	EACH	7	\$2,200.00	\$14,630.00	\$2,100.00	\$14,700.00	\$2,100.00	\$14,700.00		\$0.00		\$0.00	\$2,100.00	\$14,700.00
97	CAP, 4" MJ	EACH	4	\$175.00	\$670.00	\$275.00	\$1,100.00	\$275.00	\$1,100.00		\$0.00		\$0.00	\$275.00	\$1,100.00
98	CAP, 6" MJ	EACH	3	\$200.00	\$570.00	\$300.00	\$900.00	\$300.00	\$900.00		\$0.00		\$0.00	\$300.00	\$900.00
99	HYDRANT ASSEMBLY	EACH	7	\$5,200.00	\$34,580.00	\$5,000.00	\$35,000.00	\$5,000.00	\$35,000.00		\$0.00		\$0.00	\$5,000.00	\$35,000.00
100	REMOVE HYDRANT ASSEMBLY	EACH	5	\$1,400.00	\$6,650.00	\$1,275.00	\$6,375.00	\$1,275.00	\$6,375.00		\$0.00		\$0.00	\$1,275.00	\$6,375.00
101	MECHANICAL JOINT RESTRAINT, 4"	EACH	15	\$150.00	\$2,140.00	\$125.00	\$1,875.00	\$125.00	\$1,875.00		\$0.00		\$0.00	\$125.00	\$1,875.00
102	MECHANICAL JOINT RESTRAINT, 6"	EACH	11	\$200.00	\$2,090.00	\$125.00	\$1,375.00	\$125.00	\$1,375.00		\$0.00		\$0.00	\$125.00	\$1,375.00
103	MECHANICAL JOINT RESTRAINT, 8"	EACH	24	\$225.00	\$5,130.00	\$135.00	\$3,240.00	\$135.00	\$3,240.00		\$0.00		\$0.00	\$135.00	\$3,240.00
104	JOINT RESTRAINT GASKET, 4"	EACH	1	\$200.00	\$190.00	\$175.00	\$175.00	\$175.00	\$175.00		\$0.00		\$0.00	\$175.00	\$175.00
105	JOINT RESTRAINT GASKET, 6"	EACH	4	\$225.00	\$860.00	\$200.00	\$800.00	\$200.00	\$800.00		\$0.00		\$0.00	\$200.00	\$800.00
106	JOINT RESTRAINT GASKET, 8"	EACH	19	\$275.00	\$4,970.00	\$215.00	\$4,085.00	\$215.00	\$4,085.00		\$0.00		\$0.00	\$215.00	\$4,085.00
107	SERVICE SHORTSIDE, 3/4"	EACH	21	\$1,750.00	\$34,920.00	\$1,500.00	\$31,500.00	\$1,500.00	\$31,500.00		\$0.00		\$0.00	\$1,500.00	\$31,500.00
108	SERVICE LONGSIDE, 3/4"	EACH	20	\$2,000.00	\$38,000.00	\$1,850.00	\$37,000.00	\$1,850.00	\$37,000.00		\$0.00		\$0.00	\$1,850.00	\$37,000.00
109	6" NITRIL GASKETS	EACH	3	\$150.00	\$430.00	\$125.00	\$375.00	\$125.00	\$375.00		\$0.00		\$0.00	\$125.00	\$375.00
110	8" NITRIL GASKETS	EACH	68	\$175.00	\$11,310.00	\$150.00	\$10,200.00	\$150.00	\$10,200.00		\$0.00		\$0.00	\$150.00	\$10,200.00
111	CASTING/CHIMNEY REPLACEMENT PCC MANHOLE IN PAVEMENT	EACH	12	\$3,500.00	\$39,900.00	\$2,100.00	\$25,200.00	\$3,000.00	\$36,000.00		\$0.00		\$0.00	\$2,550.00	\$30,600.00
112	FOAMED ASPHALT BINDER 52-34S	TON	78	\$550.00	\$40,760.00	\$494.00	\$38,532.00	\$494.00	\$38,532.00		\$0.00		\$0.00	\$494.00	\$38,532.00
113	COLD-IN-PLACE RECYCLED ASPHALT PAVEMENT, 5"	S.Y.	14134	\$5.00	\$67,140.00	\$3.95	\$55,829.30	\$3.95	\$55,829.30		\$0.00		\$0.00	\$3.95	\$55,829.30
114	APRON, CONCRETE 30" (TYPE 2)	EACH	2	\$1,800.00	\$3,420.00	\$2,400.00	\$4,800.00	\$2,400.00	\$4,800.00		\$0.00		\$0.00	\$2,400.00	\$4,800.00
115	REVTMENT STONE, CLASS "E"	TONS	20	\$50.00	\$950.00	\$60.00	\$1,200.00	\$60.00	\$1,200.00		\$0.00		\$0.00	\$60.00	\$1,200.00
116	PIPE LINING, 30" RCP STORM SEWER	L.S.	1	\$10,000.00	\$9,500.00	\$95,000.00	\$95,000.00	\$90,000.00	\$90,000.00		\$0.00		\$0.00	\$92,500.00	\$92,500.00
117	3000 LB. PCC MIX	C.Y.	15	\$180.00	\$2,570.00	\$520.00	\$7,800.00	\$520.00	\$7,800.00		\$0.00		\$0.00	\$520.00	\$7,800.00
118	MOBILIZATION	L.S.	1	\$166,000.00	\$166,000.00	\$200,000.00	\$200,000.00	\$240,000.00	\$240,000.00		\$0.00		\$0.00	\$220,000.00	\$220,000.00
TOTAL BASE BID					\$3,476,550.00	\$3,385,340.30		\$3,436,866.60						\$3,411,103.45	
						Addenda 1	X		X						
						Bid Security (10%)	X		X						
						Bidder Status Form	X		X						
						Non-Collusion Affidavit	X		X						


DEPARTMENT OF PUBLIC WORKS – Engineering Division

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: David Wicke, City Engineer

DATE: March 11, 2020

SUBJECT: Professional Services Agreement
 Greenhill Road/Main Street Intersection Reconstruction
 Shive-Hattery
 Project No. RC-173-3228

Please find attached the Professional Services Agreement with Shive-Hattery which outlines the scope of services and costs for the Greenhill Road/Main Street Intersection Improvement Project.

Request for proposals were sent out to various engineering firms and ranked by a selection committee on specific focuses. Shive-Hattery was the firm selected by the selection committee. The enclosed agreement with Shive-Hattery provides for the design of Greenhill Road/Main Street Intersection Improvement. The fees of this agreement are based on hourly rates and fixed expenses and shall not to exceed the total amount of \$391,700.

This project is programmed in the CIP for design in FY 2021 with utility relocation being completed in FY 2021 with the intersection construction scheduled for FY 2022. The project is currently budgeted at \$3,875,000.00 and will utilize funds from Local Option Sale Tax, Street Construction Fund, General Obligation Bonds and Cedar Falls Utilities.

As part of the project, the City will be applying for the Traffic Safety Improvement Program (TSIP) grant funding. This program distributes funds for roadway safety improvement project, which this project will qualify for. The City will apply for the maximum allowable amount of \$500,000. Applications are due August 2020 with approval notices going to recipients January 2021.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Shive-Hattery for the Greenhill Road/Main Street Intersection Improvement Project.

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

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

**Greenhill Road / South Main Street Reconstruction
Cedar Falls, Iowa
City Project Number: RC-173-3228**

This Agreement is made and entered by and between Shive-Hattery, Inc., 222 Third Avenue SE Suite 300, Cedar Rapids, IA 52401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Three Hundred Ninety-One Thousand Seven Hundred (\$391,700.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor

shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have

to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

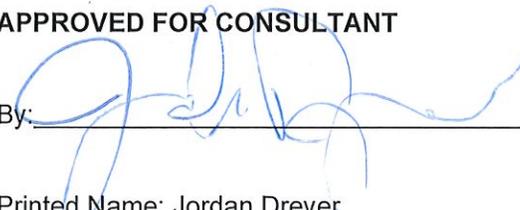
- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By:  _____

Printed Name: Robert M. Green

Printed Name: Jordan Dreyer

Title: Mayor of Cedar Falls

Title: Project Manager

Date: _____

Date: 3-11-20

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be performed by the CONSULTANT shall include the Services and supplies to complete the following tasks:

The City seeks to improve traffic flow and safety at the intersection of Greenhill Road and South Main Street, which is currently signalized.

The CONSULTANT will perform survey and mapping, including right-of-way survey, plats and exhibits, and locate and document existing monuments; develop preliminary and final plans; public outreach; environmental documentation, electrical engineering and provide limited assistance to the CLIENT during the bid and construction phase of the Project. One (1) construction package shall be administered.

TASK A – CONTRACT MANAGEMENT

PROJECT ADMINISTRATION:

1. Monitor Project Schedule:

The CONSULTANT shall prepare and submit bi-weekly **Project Status Reports**, outlining the following: activities during the reporting period, activities planned for the following month, problems encountered and recommended solutions, and overall Project status. If design work is not progressing in a manner to comply with the anticipated completion date, the CONSULTANT shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The update shall include a list of requested information from the CLIENT with a desired response date noted to avoid delay of the CONSULTANT's services.

2. Monitoring Project Scope:

This includes task identification, scheduling, task assignment, and coordination with other members of the Project team. The CONSULTANT shall inform the CLIENT of any services required which may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the CONSULTANT to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation.

3. Project Meetings:

- a. Kickoff Meeting - the CONSULTANT shall coordinate and lead a project kickoff meeting with the CLIENT and their appropriate staff.
- b. Project Management Team (PMT) Meetings - the CONSULTANT shall meet with the CLIENT, or its designated representative(s), to review progress and to discuss specific elements of the Project design. The meetings will also serve to establish schedules, develop Project goals, establish design parameters, promote a dialogue between the various entities, improve the decision-making process, and expedite design development. The CONSULTANT shall keep documentation of communications.
 - i. CONSULTANT will lead progress meetings on a monthly basis. Shive-Hattery anticipates eighteen (18) meetings with nine (9) of those meetings by means of GoToMeeting application.
- c. Stakeholder Committee Meetings - the CONSULTANT shall lead a maximum of three (3) stakeholder meetings for local businesses, residents, or other stakeholders. The members of the stakeholder meeting will be determined during the kickoff meeting with City Staff.
- d. City Council Presentations - the CONSULTANT shall prepare for and conduct two (2) presentations to the City Council.
 - i. Meeting #1 - Functional Design Update
 - ii. Meeting #2 - Final Design Update

4. Quality Control Plan:

The CONSULTANT shall establish review and checking procedures for Project deliverables. The CONSULTANT shall be responsible for implementation of the plan.

5. Client Feedback Surveys:

The CONSULTANT shall send surveys at key milestones during the project to get real time feedback.

6. Invoice Processing and Review:

The CONSULTANT shall create, process, and review invoices to ensure these meet CLIENT standards and all necessary information is included. Coordinate with CLIENT as necessary and answer any questions. Verify percent work complete on Project is in line with percent billed. Includes all other general Project administration necessary to complete the Project.

All meetings - The CONSULTANT will prepare meeting notes and documentation of items discussed.

COMMUNICATION PLAN:**1. Public Outreach:**

The purpose of the meetings will be to provide a brief overview of the proposed improvements to the surrounding property owners / businesses, and stakeholders, and a discussion of the improvement plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties.

- a. The CONSULTANT will prepare for and conduct three (3) public outreach meetings. These will be in the form of Open House to best address each attendee.

The three (3) public outreach meetings include:

- i. Meeting #1 - Share Project Objectives:
This would occur during the data collection phase of the project prior to completion of the Functional Design Memo.
 - ii. Meeting #2 - Share Conceptual Alternatives:
This meeting would occur after Preliminary Plans have been completed. More design details will be shared and comments can be provided.
 - iii. Meeting #3 - Reveal Final Improvements:
This meeting would occur when Final Plans are near complete. Meeting would be to share final details of the project like property impacts, construction staging and anticipated duration.
- b. A variety of exhibits, videos and other design information will be made available throughout the Public Outreach. Here are a few:
 - i. Visuals and data from the traffic study and aesthetics
 - ii. Fly-through video of proposed project renderings for up to two (2) concepts
 - iii. Roundabout education materials
 - iv. Virtual reality of proposed improvements
 - v. Google Earth overlays
 - vi. Microsite

2. One-on-One Meetings:

It is anticipated to have four (4) meetings with individual property owners and the CONSULTANT to address property specific issues. If additional meetings are required during Project, then these services will be added by a supplemental agreement.

TASK B – LAND SURVEY AND ENVIRONMENTAL

1. Land Survey Services:**a. Establish a Survey Control Network:**

- i. Establish control point monuments along the corridor of the project.
- ii. Place control monuments at approximately 600' spacing.
- iii. Control coordinates to be based on the Statewide Control network for Iowa South.

b. Boundary Survey:

- i. The CONSULTANT shall determine the existing Greenhill Road and South Main Street Right-of-way along the project corridor.

c. Topographic Survey:

The CONSULTANT shall complete a topographic survey of the corridor utilizing survey grade GPS equipment including the following:

- i. Record utility locations after they have been located through the Iowa One Call system.
- ii. Record flowline elevations of sanitary and storm sewer facilities.
- iii. Record edge of existing road and centerline locations.
- iv. Create an electronic surface of the existing ground.
- v. Take a picture of the inside of each manhole or intake, additionally the diameter of each will be recorded.
- vi. Design team to conduct field review of the completed basemap. City Staff may attend this walkthrough.

d. Acquisition Plats and Permanent Easements:

The CONSULTANT will prepare acquisition plats and permanent easements for a maximum of five (5) parcels.

e. Temporary Construction Easements:

In addition to right-of-way acquisition, the CONSULTANT shall prepare exhibits for temporary construction easements for up to eight (8) parcels. Exhibits may be in the form of the design plan sheets being prepared for the construction documents.

f. Right-of-Way Easement Staking:

The CONSULTANT will provide right-of-way and easement staking in coordination with the property acquisition process. It is assumed that each shall be staked a maximum of one (1) time.

2. Subsurface Exploration (SUB-CONSULTANT Braun Intertec):

The CONSULTANT's Subconsultant shall perform borings at six (6) locations and provide the CONSULTANT with a geotechnical engineering report. The CONSULTANT's subconsultant shall perform laboratory testing on the samples to evaluate site conditions and develop engineering recommendations for the Project. This information will be used as part of the street design. The CONSULTANT shall survey the location of the borings.

A digital PDF copy of the geotechnical report will be given to the CLIENT.

3. Aerial Photography:

The CONSULTANT shall obtain high resolution georeferenced orthomosaic map of the project.

4. Environmental:

Shive-Hattery will provide a wetland and Waters of the United States (WOTUS) delineation for the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has jurisdictional wetlands or WOTUS. The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project area will be identified and mapped.

- a. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Region (2010) Supplement.
- b. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and aerial photographs as a preliminary desktop review prior to field work.
- c. Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site.
 - i. Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.
 - ii. Evaluate soil for hydric indicators by digging soil samples.
 - iii. Observe the presence of wetland hydrology indicators.
- d. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
- e. Prepare maps that show the delineated wetland and WOTUS area(s).
- f. Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.

- g. The scope of this proposal includes one site visit to conduct a baseline delineation. The fee in this proposal doesn't include additional meetings or data collection/evaluation that may be requested by the USACE. If the USACE requests additional information, we will provide additional scope for your approval prior to conducting the work.
- h. Threatened and Endangered Species - Shive-Hattery will evaluate potential northern long-eared bat habitat at the project site. Shive-Hattery will conduct a web search for all pertinent information regarding the bat species and their potential for roosting within the proposed project area. Shive-Hattery will also contact local species specialists, if they are known, to inquire about the specialty areas of the identified specialists. Reference to all identified sources will be included in an all-inclusive bibliography in a final report provided by Shive-Hattery. Environmental staff will complete a site visit to identify potential roost trees for northern long-eared bats within the project area. Trees meeting the guidelines will be measured at breast height and the locations recorded with a handheld GPS Receiver. A report documenting the findings and all pertinent information identified during the research period will be provided to the client. Shive-Hattery will also provide a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

5. Deliverables:

- a. Survey Plats.
- b. Geotechnical Report.
- c. Environmental Report.

TASK C – CONCEPT DEVELOPMENT

1. Traffic Study and Traffic Engineering:

The Consultant will review the previous Traffic Study completed and provide recommendations for the intersections of Greenhill Road and South Main Street and Green Hill and Coneflower/ Estes Drive. Analysis of this Traffic Study is from West of South Main Street and East of Coneflower Parkway.

- a. Data Collection - 14-hour turning movement counts will be collected on a typical weekday (Tuesday through Thursday) at the following intersections:
 - i. Greenhill Road and South Main Street.
 - ii. Greenhill Road and Coneflower Parkway / Estes Drive.
- b. Verify Existing Conditions and Safety Assessment and document.
- c. Verify Forecasting - coordinate with INRCOG and City of Cedar Falls.
- d. Traffic Modelling and Corridor Planning - Develop Vistro/Synchro traffic model for the AM and PM peak hours for the following scenarios:
 - i. Existing Conditions
 - ii. Opening year (no build)
 - iii. Opening year with Alternative Configurations (Signal and Roundabout)
 - iv. Design year (no build)
 - v. Design year with Alternative Configuration (Signal and Roundabout)

- e. Perform Capacity / Queuing / Traffic Control / Geometric Impact Analysis for study intersection.
- f. Perform traffic analysis for the Greenhill Road Corridor.
- g. Multi-Modal Assessment - Pedestrian, bicyclist, and transit accommodations.
- h. Conclusions - discuss potential concerns or modifications to the following:
 - i. Intersection safety and operations.
 - ii. Traffic control and geometric impacts to the intersection.
 - iii. Pedestrian, bicyclist, and transit accommodations.
- i. Provide recommendations.

2. Functional Design Memo:

- a. The Consultant will develop a functional design for Greenhill Road, west of South Main to east of Coneflower intersection. The Functional design will include project extents, roadway improvements, pedestrian accommodations, intersection / roundabout geometry and locations and preliminary property owner impacts. Functional design graphics shall be in the form of an exhibit or strip map for the corridor.
- b. The functional design will be reviewed, revised by the Consultant (if requested by the City), and approved by the City prior to presenting to Project Stakeholder Committee and the Public.
- c. The Consultant will prepare an order of magnitude level cost opinion and submit to the City for review.

3. Deliverables:

- a. Traffic Report.
- b. Functional Design Memo.

TASK D – PLAN DESIGN DEVELOPMENT

PRELIMINARY PLANS (60%):

Design Sheet Criteria: The Sheet Numbering System should generally follow Iowa DOT Design Manual Chapter 1, Section 1F-1, Plan Sheets - General Information for this Project.

1. Preliminary Plans (60%):

The Consultant will perform preliminary design services of the preferred concept in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, and signing. The plans for the project will be approximately 60% complete upon completion of the Preliminary Design.

- a. Title and General Information Sheets (A Sheets)
- b. Preliminary Typical Cross Sections (B Sheets)
- c. Preliminary Plan and Profile Sheets (D and E Sheets)
- d. Reference Ties and Bench Marks (G Sheets)
- e. Preliminary Right-of-way Sheets (H Sheets)
- f. Preliminary Staging (J Sheets)

- g. Preliminary Stormwater Drainage Design (M Sheets)
- h. Preliminary Pavement Marking and Signage (N Sheets)
- i. Preliminary Landscape Sheets (O Sheets)
- j. Preliminary Lighting (P Sheets)
- k. Preliminary Sidewalk and Trail (S Sheets)
- l. Preliminary Sound Wall (V Sheets)
- m. Preliminary Sanitary Sewer Design (U Sheets)

2. Preliminary Opinion of Probable Construction Cost:

The CONSULTANT shall prepare a preliminary opinion of probable construction cost for the Project. Preliminary cost estimates shall be based on representative major Project elements and based on recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

3. Field Exam:

A Field Exam will be held with the CONSULTANT and CLIENT to discuss key issues and design concepts, with the main emphasis focused on context sensitive design, access control and traffic control/stage construction. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design.

4. Iowa Department of Transportation (Iowa DOT) Peer Review:

The CONSULTANT will coordinate with the Iowa DOT's Roundabout Peer review program for the intersection at S. Main and Greenhill Road. This would include performing performance checks and a geometric layout of the intersection.

Performance checks include:

- a. Fastest path;
- b. Sight distance; and,
- c. Truck turning movements.

5. Project Funding:

The CONSULTANT to identify potential funding sources and prepare applications on behalf of the City. It is anticipated that traffic safety funding (TSIP) will be applied for. This is anticipated to be applied for in August of 2020.

6. Utility Coordination:

Utility coordination includes meetings with the utility company representatives during the preliminary and final design phases to identify conflicts, review of utility relocation plans prepared by the utility companies, and help facilitate a schedule with the CLIENT and utility companies to perform relocations prior to the PROJECT construction.

- a. The CONSULTANT anticipates up to two (2) meetings with each of the utilities will be held to discuss their impacts to their facilities and a plan for relocation. (meetings may be in person, via telephone, conference call or email.)

- b. The CONSULTANT anticipates up to two (2) joint utility meetings to coordinate utility relocations impacts and scheduling.
- c. Provide potholing to identify potential utility conflicts.

7. Right-of-Way Services (by Sub-consultant JCG Land Services):

7.

- a. Provide Professional Acquisition Services to assist with the land acquisitions.
- b. Attend meetings with individual property owners.

8. Quality Control - Plan Set:

Involve ongoing quality control input from the PMT and the CONSULTANT's senior technical staff throughout the development of Preliminary Plans and documents for each Project segment. The CONSULTANT is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Preliminary Plan Set to the PMT.

9. Deliverables:

- a. Electronic set of Preliminary Plans (60%). Plans shall be on 11x17 sheets.
- b. Cover sheet with designer and reviewer initials after completion of Quality Control.
- c. Cost Opinion.

CHECK PLANS (95%):

1. Check Plans (95%):

After written authorization of approval from the CLIENT of the Preliminary Plans, the CONSULTANT shall proceed with the development of Check Plans. Upon completion, the design plans will be approximately 95% complete. It is assumed that no geometric revisions to the roadway design will occur after the start of the development of the Check Plans. Check Plans shall be completed in preparation of the letting.

- a. Title and General Information Sheets (A Sheets)
- b. Typical Cross Sections (B Sheets)
- c. Estimate of Quantities including divisions to segregate funding sources Estimate Reference Information (C Sheets)
- d. Plan and Profile Sheets (D and E Sheets)
- e. Erosion Control Sheets (EC Sheets)
- f. Reference Ties and Bench Marks (G Sheets)
- g. Right-of-way Sheets (H Sheets)
- h. Traffic Control and Staging (J Sheets)
- i. Intersection Geometrics (L Sheets)
- j. Stormwater Drainage Design (M Sheets)
- k. Pavement Marking and Signage (N Sheets)
- l. Landscape Sheets (O Sheets)
- m. Street Lighting Design Sheets (P Sheets) – Street lighting layout and photometric calculations shall be included; it is anticipated circuitry and installation of any wiring will be by the utility provider.
- n. Curb Ramp, Sidewalk, and Trail Plans (S Sheets)

- o. Driveways (U Sheets)
- p. Sanitary Sewer Design (U Sheets)
- q. Detailed Cross Sections (W, X Sheets)

Special provisions for items not included within SUDAS.

2. Incorporate Comments from Preliminary Plan Review:

The CONSULTANT will respond to comments resulting from the CLIENT'S plan review. Recommended modifications will be incorporated into the plan set.

3. Opinion of Probable Construction Cost:

The CONSULTANT shall prepare an opinion of probable construction cost for the Project. The cost estimates shall be based on the representative major Project elements and recent bid information.

4. Permitting:

- a. The CONSULTANT shall coordinate the publishing of the public notice of stormwater discharge and provide proof of publication to the contractor.
- b. The CONSULTANT shall coordinate with the Iowa Department of Natural Resources (IDNR) for Utility Permits.
- c. The CLIENT will apply for the NPDES General Permit #2 if disturbed area is greater than 1 acre. The CONSULTANT shall provide pertinent information for the application.

5. Quality Control - Plan Set:

Involve ongoing quality control input from the PMT and the CONSULTANT's senior technical staff throughout the development of Check Plans and documents for each Project segment including roadway and traffic phasing. The CONSULTANT is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the Check Plan set to the Project Team. Review the Check Plan set for technical accuracy, as well as for general constructability and conformance with the Project design criteria.

6. Deliverables:

- a. Electronic set of Check Plans (95%). Plans shall be on 11x17 sheets.
- b. Cover sheet with designer initials and reviewer initials after completion of Quality Control.
- c. Electronic copy of CLIENT 60% design comments.
- d. Cost Opinion.
- e. Special Provisions.
- f. Notice of Intent and Public Notice for NPDES Permit.

PRINT DOCUMENTS:

After approval of the Check Plans by the CLIENT, the CONSULTANT shall proceed with the development of Final Plans for the Project. Upon completion, the design plans will be ready for Council approval.

1. Incorporate Comments from Check Plan Review:

The CONSULTANT will respond to comments resulting from the CLIENT'S plan review. Recommended modifications will be incorporated into the final plan set.

2. Opinion of Probable Construction Cost:

The CONSULTANT shall prepare opinion of probable construction cost for the Project. Final cost opinion shall include all Project elements. Quantity takeoffs will be developed for the final cost estimate. Published cost opinion should be rounded to the nearest \$10,000.

3. Deliverables:

- a. Copies of Print Documents (Signed plans).
- b. Electronic copy of CLIENT 95% design comments.
- c. Cost Opinion.
- d. Permit Applications.

TASK E – LETTING AND CONSTRUCTION SERVICES

1. Letting Services:

- a. The CONSULTANT will coordinate and manage the letting process for the project including using the CLIENT electronic process for plans and specifications, preparing the formal Notice of Hearing and Letting, and plan clarification and addenda.
- b. The CONSULTANT to attend bid opening, prepare the bid tabulation.

2. Construction Services (Limited):**a. Pre-Construction Meeting:**

The CONSULTANT shall attend a pre-construction meeting scheduled and held by the CLIENT.

b. Construction Observation Site Visits:

The CONSULTANT shall perform up to six (6) construction observation site visits during the project to review construction progress and general conformance to the plans and specifications. Site visits shall be initiated by the CLIENT for specific construction related items.

c. Re-establishment of Monuments:

After completion of construction, the CONSULTANT shall perform field survey as required to verify which monuments found during the original survey and identified on the H sheets, if any, were disturbed or removed during construction. All disturbed or missing monuments shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the Recorder.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Sound Study. It is anticipated at this time that a new wood fence shall be installed. No sound study is currently being considered.
2. Phase I Environmental Site Assessment.
3. Construction Staking – it is anticipated that this will be completed by the CLIENT. Options for staking also include an alternate in the bid or having survey completed by the contractor.

WORK SCHEDULE

This project, from design through the project letting period, shall be performed by the CONSULTANT in accordance with a schedule mutually developed by the CLIENT and the CONSULTANT. The milestone schedule shall generally be as follows and could be modified as the project progresses: This schedule is subject to change as the CLIENT cannot be billed until July 1.

Milestone	Date
Notice to Proceed	Wednesday, March 18, 2020
Kick-off PMT Meeting	Week of April 6, 2020
Topographic and Boundary Survey	Monday, April 13, 2020
TSIP Application Due	Saturday, August 15, 2020
Concept Development Completion	Friday, September 11, 2020
Preliminary Design Completion	Month of March 2021
Check Plan Completion	Month of August 2021
Final Plan Completion	Month of November 2021
Bid Letting	Month of December 2021
Commence Construction (Early Start)	Month of February 2022
Complete Construction	Spring 2023
Project Closeout	Summer 2023

COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the CONSULTANT in accordance with the terms and conditions of the Agreement. Fees will be on the basis of the then current hourly rates and fixed expenses (current CONSULTANT Fee Schedule is included). Total fees shall not exceed the following unless Additional Services are added by a written change order, amendment, or supplemental agreement signed by both parties.

Reimbursable Expenses - The estimated expense amounts below will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

The table below provides an estimated budget summary.

Tasks	Base
Project Administration	\$31,800
Public Outreach	\$23,500
Survey, Field & Geotechnical Services	\$43,400
Environmental Services	\$4,500
Concept Development	\$51,100
Preliminary Plans	\$61,000
Utility Coordination	\$8,000
Check Plans	\$85,300
Print Documents	\$23,400
Letting Services	\$4,400
Limited Construction Services	\$10,300
Geotechnical Services	7,500.00
Land Acquisition Services	17,500.00
Potholing Allowance	10,000.00
Reimbursable Expenses (Estimated)	10,000.00
Total	\$391,700

2020 STANDARD HOURLY FEE SCHEDULE

STANDARD HOURLY FEE SCHEDULE Effective January 1, 2020 to December 31, 2020

PROFESSIONAL STAFF:

Grade 1	\$ 90.00
Grade 2	\$109.00
Grade 3	\$122.00
Grade 4	\$136.00
Grade 5	\$150.00
Grade 6	\$163.00
Grade 7	\$177.00
Grade 8	\$195.00
Grade 9	\$210.00

TECHNICAL STAFF:

Grade 1	\$ 63.00
Grade 2	\$ 78.00
Grade 3	\$ 88.00
Grade 4	\$ 95.00
Grade 5	\$108.00
Grade 6	\$122.00
Grade 7	\$137.00

ADMIN STAFF: \$ 62.00

SURVEY STAFF:

One Person	\$135.00
Two Person	\$208.00
One Person with ATV	\$161.00
Two Person with ATV	\$234.00
Drone Surveyor (Video or Photogrammetry)	\$160.00
Drone Surveyor (Thermography)	\$320.00
Hydrographic Survey Crew (Two Person)	\$254.00
Scanning Surveyor	\$175.00
Surveyor with Two Scanners	\$250.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.58/ Mile
Mileage- Survey Trucks	\$0.68/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$.30/Sq. Ft.
Mylar	\$.75/Sq. Ft.
Photogloss	\$.90/Sq. Ft.
Color Bond	\$.60/Sq. Ft.
Foam Core Mounting	\$ 13.00

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

Exhibit B

**Greenhill Road / South Main Street Reconstruction
Cedar Falls, Iowa
City Project Number: RC-173-3228**

Original 12/13/11
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

 - Governmental Immunity endorsement identical or equivalent to form attached.

 - Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10* and ISO CG 20 37**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor

pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

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

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile:

(Combined Single Limit)

\$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella:

\$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions:

\$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 or equivalent, and completed operations CG 2037 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ITEM 20.

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

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

PRODUCER Holmes Murphy & Assoc - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Michelle Gruis PHONE (A/C, No, Ext): 319-896-7715 E-MAIL ADDRESS: mgruis@holmemurphy.com	FAX (A/C, No): 866-231-7822
INSURED Shive-Hattery Group, Inc. (Cedar Rapids) PO Box 1803 Cedar Rapids, IA 52406-1803		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Company of IL	NAIC # 27855
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: Zurich American Insurance Company	27855
		INSURER D: XL SPECIALTY INS CO	37885
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 58705671

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLO020392904	10/01/19	10/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP020393004	10/01/19	10/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP14N91890	10/01/19	10/01/20	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	WC020392804	10/01/19	10/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Claims-Made Policy)			DPR9948878	10/01/19	10/01/20	Per Claim 5,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cedar Falls, including all its elected and appointed officials, all its employee, its boards, commissions and/or authorities and their board members, and employees are included as Additional Insureds on the General Liability, on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The General Liability and Workers Compensation includes a Waiver of Subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle Gruis</i>
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ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0203929-04	10/01/2019	10/01/2020	10/01/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: SHIVE-HATTERY GROUP, Inc.

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2019

Policy No. WC0203928-04

Endorsement No.

Insured Shive-Hattery Group, Inc.

Premium \$

Insurance Company Zurich American Insurance Company

Countersigned By _____



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0203929-04	10/01/2019	10/01/2020		37180000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



ZURICH®

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0203930-04	10/01/2019	10/01/2020	10/01/2019			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Exhibit C

**Greenhill Road / South Main Street Reconstruction
Cedar Falls, Iowa
City Project Number: RC-173-3228**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Jon Fitch, Principal Engineer, PE

DATE: March 11th, 2020

SUBJECT: Temporary Construction Easement Agreement for Stairway
 Humble Travel Stairway Improvements
 125 Main Street and City Right of Way

On the south side of 125 Main Street (Humble Travel), there exists a stairway opening in the sidewalk within the City's right-of-way that provides basement access. With a separate access available in the back of this building from the interior, the need for this stairway is not required. However the stairs have been a part of the building from its original construction. With an unknown structural integrity, the City has developed the attached "Temporary Construction Easement Agreement for Stairway". This agreement lays out the framework for Humble Travel to receive, from the City, the costs the City would have incurred to completely abandon and fill said stairway and complete the opening with the new brick pavers that will be installed during the Downtown Streetscape and Reconstruction project. The value to be paid upon completion will be equal to the bid provided price of \$36,477.00.

There are many benefits to this agreement. First and foremost, the planned downtown work could cause irreparable damage to the existing stairs within the City right-of-way. By paying the same price that the City would have incurred to abandon the stairs, Humble Travel will be completely reconstructing the stairway to all updated codes, under City inspection, and with significantly improved aesthetics. Upon completion, the City will enter a Perpetual Stairway Easement Agreement, formalizing the responsibility of the owner of the building to maintain the stairway. With all construction to take place without impeding the City's awarded Downtown Streetscape and Reconstruction contractor, the project's overall schedule length will be reduced. The benefit to Humble Travel is the reduced cost of fully reconstructing the stairway and the formalized right to the stairway through the Perpetual Stairway Easement Agreement.

We recommend the motion to approve this Temporary Construction Easement Agreement for Stairway.

xc: Stephanie Sheetz, Director of Community Development
 Ben Claypool, Civil Engineer II, PhD, EI

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR STAIRWAY

This Temporary Construction Easement Agreement for Stairway ("Agreement") is made this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, a municipality ("City"), and _____ ("Grantee").

WHEREAS, Grantee is the owner of property in the downtown area of the City legally described as _____ and commonly known as _____ Main Street, in Cedar Falls, Iowa ("Grantee Property"); and

WHEREAS, there exists within the City right-of-way adjacent to the Grantee Property an opening at sidewalk level that serves a stairway leading down to the lower level of a commercial building located on the Grantee Property. The Stairway opening at ground level is approximately 100 square feet in dimension and has metal guardrail on the south and west edges of the stairway opening, a painted metal handrail on the face of the building, a window with a daylight opening elevation below the sidewalk surface, two metal basement access doors, and a floor drain for any collected stormwater. The depth of the Stairway is approximately eight (8) feet. The Stairway and opening is depicted in Exhibit "A" attached (the "Stairway"); and

WHEREAS, as part of the Downtown Streetscape and Reconstruction Project ("Project") the City is fully reconstructing West 3rd Street from Main Street to Washington Street and removing and replacing the existing concrete sidewalk with an updated aesthetic brick paver design which will impact the Stairway; and

WHEREAS, the City and Grantee agree that the Stairway in its current condition is inappropriate as a confining border for the brick pavers and significant structural damage could occur as a result of the reconstruction of West 3rd Street; and

WHEREAS, as part of the Project the City would have incurred either \$36,477 to abandon the Stairway and replace the opening with new sidewalk, as shown in Exhibit "B" attached; and

WHEREAS, the Grantee has agreed to assume responsibility for the cost of reconstruction of the Stairway as a preventative safety measure and aesthetic update and to reduce overall costs for future reconstruction if the structural wall were to fail; and

WHEREAS, the City has agreed to contribute to the cost of reconstruction of the Stairway in the amount the City has saved by not demolishing the Stairway; and

WHEREAS, the exact dimensions of the reconstructed Stairway have not been finally determined at this time; and

WHEREAS, the City has agreed to grant a permanent easement to the Grantee to use the Stairway upon completion of the Stairway reconstruction; and

WHEREAS, Grantee has agreed to maintain the Stairway in the future as well as assume full responsibility for and to hold the City harmless from and indemnify the City for injuries occurring on or due to the Stairway; and

WHEREAS, the City and Grantee have reached agreement on these matters and wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the City and the Grantee agree as follows:

1. Grant and Purpose of Easement. The City hereby grants and conveys to the Grantee a temporary construction easement over, under, and across the Stairway for the purpose of demolition, construction, reconstruction and repair of the Stairway, and to perform all work necessary to reconstruct the Stairway. The City also grants and conveys to Grantee the right of ingress to and egress from the Stairway.

2. Term of Easement. The construction easement granted herein is temporary in nature and shall terminate upon completion of the reconstruction of the Stairway and final acceptance of the reconstruction by the City, or upon abandonment of the Stairway or abandonment of the reconstruction project by Grantee, or upon material breach of the terms of this Agreement after a reasonable opportunity to cure, whichever first occurs.

3. Reconstruction of Stairway. Reconstruction of the Stairway shall adhere to the plans and specifications set forth in Exhibit "C" attached. Any modification of said plans and specifications shall be subject to approval by the City. Construction work shall be subject to observation and inspection by the City in the City's sole discretion. Grantee agrees to notify the City prior to any and all backfilling of the new structural wall to allow the City to observe the same. Grantee shall erect and maintain a six foot in height metal construction fence around the work area during the entire period of reconstruction. One Stairway door access to Grantee's Property shall be removed and the remaining Stairway door access shall be adjusted to swing inward into the building. Grantee shall establish the new sidewalk grades surrounding the Stairway to the elevations provided by the City.

4. Timing of Reconstruction. Reconstruction of the Stairway shall be completed on or before July 1, 2020. Delays to work on the Project resulting in liquidated damages to the City's contractor which are caused by the Stairway reconstruction shall be deducted from the amount agreed to be paid to Grantee by the City. Should such liquidated damages exceed the

amount agreed to be paid to Grantee, Grantee agrees to pay to the City the difference within 30 days of demand therefore.

5. Construction Materials and Equipment. Grantee shall not park or store, or allow to be parked or stored, construction equipment or vehicles on the public sidewalk. Any construction materials and supplies stored at the construction site must be secured as required by the City's ordinances.

6. Permits and Compliance with City Ordinances. Grantee shall be responsible for securing any necessary City permits for construction in the right-of-way at Grantee's cost, and Grantee shall at all times comply with City, State and Federal laws, rules and regulations.

7. Reservation of Rights by the City. Except for the Easement granted herein, the City reserves any and all ownership rights to use and occupy the Stairway as City right-of-way.

8. Hold Harmless and Indemnification. Grantee agrees to indemnify, defend and hold harmless the City and its elected and appointed officials, and all its employees and agents from and against any and all action or cause of action, claim, demand, liability, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injury to or death of any person or persons, or causing property damage, happening in, on or because of the Stairway reconstruction. Nothing herein is intended to create any rights in or for the benefit of any person not a party to this Agreement, or such person's successors or assigns.

9. Damage to Property in the City Right-of-Way. Grantee agrees to pay the reasonable cost of repair or replacement of any property located within the City right-of-way that is damaged or destroyed as a result of the Stairway reconstruction, including, but not limited to, public utilities and infrastructure.

10. Insurance. Grantee agrees to maintain liability insurance with any reputable insurer authorized to do business in the State of Iowa for coverage for any and all liabilities assumed in this Agreement.

11. Payment by City. Upon City-approved completion of the Stairway reconstruction by Grantee, the City will issue payment to the Grantee in the amount of \$36,477.00, equal to the bid amount to abandon the Stairway.

12. Permanent Easement. Upon completion of the Reconstruction of the Stairway, acceptance by the City, and payment by the City to the Grantee in the amounts set forth herein, and assuming all terms and conditions of this Agreement have been complied with by Grantee, the City agrees to then grant and convey to Grantee a permanent easement over the Stairway in substantially the form of the Perpetual Stairway Easement Agreement attached as Exhibit "D". The City and Grantee both agree to execute said Permanent Stairway Easement Agreement as soon as practicable after the conditions of this paragraph have been met.

13. Binding Effect. This Agreement shall inure to the benefit of and be binding on the parties' successors and assigns and shall run with the Grantee Property.

14. Entire Agreement and Amendments. This Agreement sets forth all the agreements, terms, covenants and conditions between the City and the Grantee concerning the temporary construction easement for the Stairway reconstruction, and supersedes and replaces

any previous agreement governing the same subject matter. No amendment to this Agreement shall be valid unless in writing and signed by the City and the Grantee, and approved by the City Council of the City.

IN WITNESS WHEREOF, the City and Grantee have executed this Temporary Construction Easement Agreement for Stairway to be effective as of the date first written above.

CITY

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

GRANTEE

Humble Properties LLC
By: [Signature]

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

State of Iowa)
)
County of Black Hawk)

The foregoing instrument was acknowledged before me on this 5 day of March, 2020, by Gress R Humble



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

My commission expires: 5/11/2021

EXHIBIT A – The “Stairway”



Project: TEMP CONST. EASEMENT AGREEMENT

Project No.: _____

Subject: EXHIBIT A

Sheet: 2 of 2

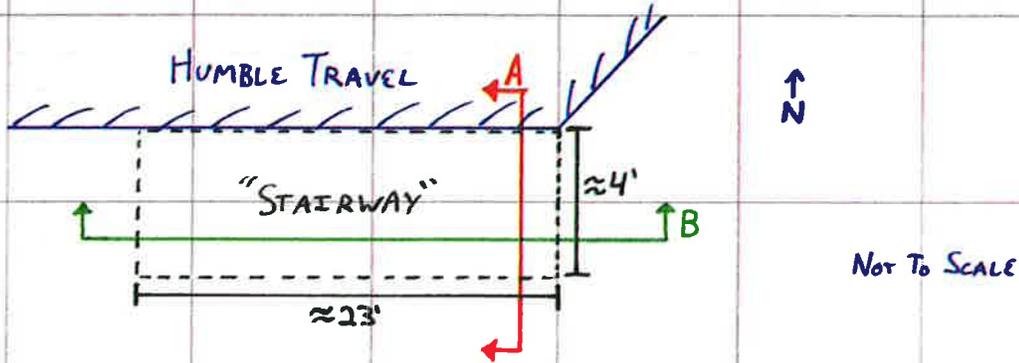
"STAIRWAY" DIAGRAM

Date: _____

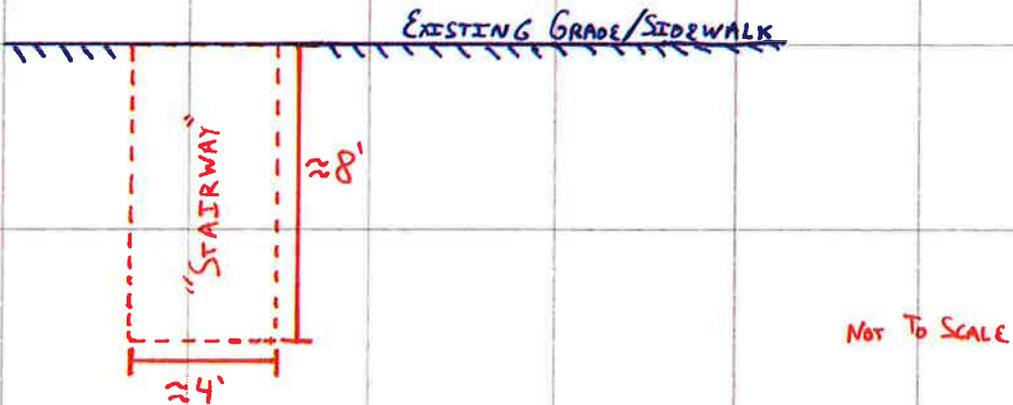
ITEM 21.



PLAN VIEW



SECTION A - ELEVATION LOOKING WEST



SECTION B - ELEVATION LOOKING NORTH

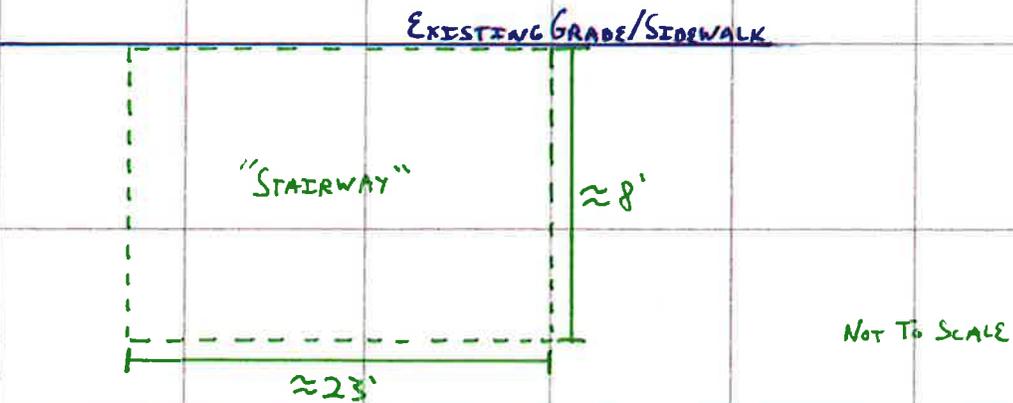


Exhibit B - Abandonment Cost

BID ADD ALTERNATE #1 - ABANDON STAIRS

ITEM	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		Awarded Bid K. Cunningham Construction Co., Inc.	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2010-108-I-1	SUBBASE, 8" 3/4" ROAD STONE	SY	160	\$ 12.00	\$ 1,920.00	\$ 8.30	\$ 1,328.00
2	4040-108-A-0	SUBDRAIN, TYPE S, CORRUGATED EXTERIOR AND SMOOTH INTERIOR POLYETHYLENE, 6"	LF	32	\$ 16.00	\$ 512.00	\$ 10.75	\$ 344.00
3	6010-108-A-0	MANHOLE, SW-401, CIRCULAR STORM, 45", SPECIAL	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,200.00	\$ 4,200.00
4	7030-108-J-0	BRICK/PAVER SIDEWALK (INSTALL ONLY)	SY	160	\$ 90.00	\$ 14,400.00	\$ 68.00	\$ 10,880.00
5	9071-108-C-0	GRANULAR BACKFILL MATERIAL	TON	65	\$ 38.46	\$ 2,500.00	\$ 20.00	\$ 1,300.00
6	9072-108-A-0	CONCRETE WALL	CY	3	\$ 9,125.00	\$ 25,000.00	\$ 1,375.00	\$ 11,000.00
7	10,010-108-A	DEMOLITION WORK	CY	15	\$ 2,333.33	\$ 35,000.00	\$ 495.00	\$ 7,425.00
TOTAL BID ADD ALTERNATE 1:						\$ 86,832.00		\$ 36,477.00

EXHIBIT C - Grantee Preliminary Reconstruction Plan



Design/Build General Contractor

Phone: 319-277-0100
 Fax: 319-277-8937
 1705 Waterloo Rd.
 Cedar Falls, IA 50613
www.MageeConstruction.com

December 5, 2019

Humble Travel Service
 Gregg Humble
 125 Main St.
 Cedar Falls, IA 50613

Re: Exterior Stairway Re-construction

Thank you for the opportunity to provide costs for the removal of the existing stairway and construction of a new stairway.

General Requirements:

- Clean up and dump fees
- Supervision
- Consumables
- Equipment
- Permit

Site Work:

- Remove the top 36 inches of the existing stairway walls.
- Remove the sidewalk from the building line to the south approximately 14 feet and to the west approximately 40 feet from the southeast corner of the building.
- Over excavate the 14 ft. by 40 ft. area to a depth of 8 ft. on the north side of the excavation tapering at a 45 degree angle to the south side of the excavation.
- Haul off all excavated material.
- Provide and place new fill after the new stairwell has been formed, poured, stripped and cured.

Concrete:

- Pour 24" by 12" deep footings for the new stairwell.
- Form and pour re-bar re-inforced walls for the new stairwell.
- Pour a 4" floor in the new stairwell.
- Form and pour a slope slab beneath the area where the stairs will be installed.

Stairs:

- Provide and install a set of galvanized stairs.

Handrails:

- Provide and install new stairwell perimeter railings from American Fence Company to match the ones to be used for the 100 Block Alley Project.

Windows:

- Remove and block in one window which is located in the old well area.

Exterior Man Doors:

- Remove and block in one door which is located in the old well area.
- Reverse the swing on one door that will be located in the new well area.

Safety: Provide and temporarily install protection at the perimeter of the 14ft. by 40 ft. area.

Time line: Removal of the existing stairwell and construction of the new stairwell, to include compacted backfill, will require two weeks. The total project including handrail installation will be completed in three weeks. Lead time for procurement of the hand rails from American Fence Company is 8 weeks.

Changes in the Work:

Changes in the work, which are within the general scope of this agreement, may be accomplished, without invalidating this agreement, by change order, work order change directive, or minor change in the work.

The contractor may make minor changes in the design and construction of the project consistent with the intent of the specifications which do not involve an adjustment to the estimated cost of the work, the contractors management fee or the estimated date of completion, and do not materially and adversely affect the design of the project, the quality of any of the materials or the equipment selected by the owners, the performance of any materials, equipment or systems specified and selected by the owner, or the quality of the workmanship required by the specifications.

The contractor may request and/ or the owner, without invalidating this agreement, may order changes in the work within the general scope of this contract consisting of additions, deletions or other revisions to the cost of the work. All such changes in the work shall be authorized by applicable change order, and shall be performed under the applicable conditions of this contract.

Unknown Conditions:

If in the performance of the work the contractor finds latent, concealed or subsurface conditions which may materially differ from the conditions the contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally inherent in the kind of work provided for in this agreement, then the estimated cost of the work, and the estimated date of completion shall be equitably adjusted by change order within a reasonable time after the conditions are first observed.

Contract Terms:

Prices quoted include all labor, materials, building permits, clean up, haul-away and dump fees to complete the work as described above.

It is understood that an allowance is a cost projection and is subject to change to reflect the actual cost. Allowances are based on the use and professional installation of commonly used materials and are subject to change when the final selections are made and/or when this portion of the project is bid.

Any labor and materials necessary for extra work not included in the above base bid, such as conditions not visible or requests for additional work, will be billed at our standard labor rates. This additional work will be done only upon the owner's approval. Every effort is made to include all work needed at time of bid, but unforeseen conditions may exist and, therefore, become the responsibility of the owner. All extra charges will become part of the original contract and will be due with the final payment or as they are completed and invoiced.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Owners' Liability Insurance:

The owners shall be responsible for obtaining and maintaining their own liability insurance. Insurance for claims arising out of the performance of this agreement may be purchased and maintained at the owner's discretion. The owner shall provide the contractor with a certificate of insurance at the request of the contractor.

Insurance to Protect Project:

The owner shall obtain and maintain "All Risk" builders risk insurance in a form acceptable to the contractor on the entire project for the full cost of replacement at the time of any loss. This insurance shall include as named insured's, the owner, the contractor, the architect/engineer, subcontractors, material suppliers and sub-subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage at least: theft, vandalism, malicious mischief, transit, materials stored off site, collapse, false work, temporary buildings, debris removal, flood, earthquake, testing and damage resulting from defective design, workmanship or material. The owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance policy shall be written without a co-insurance clause. The owner shall be solely responsible for any deductible amounts.

Terms: Monthly draws as work progresses and balance upon substantial completion. Monthly draws will be based on percentage of work completed per schedule of values.

Monthly invoices will be submitted to owner on the 25th of each month and are due within 10 days. Service charges of 1.5% per month will accrue on all past due invoices. In the event that legal proceedings are commenced to collect any past due balance owner shall be responsible for the contractor's attorney's fees and court costs.

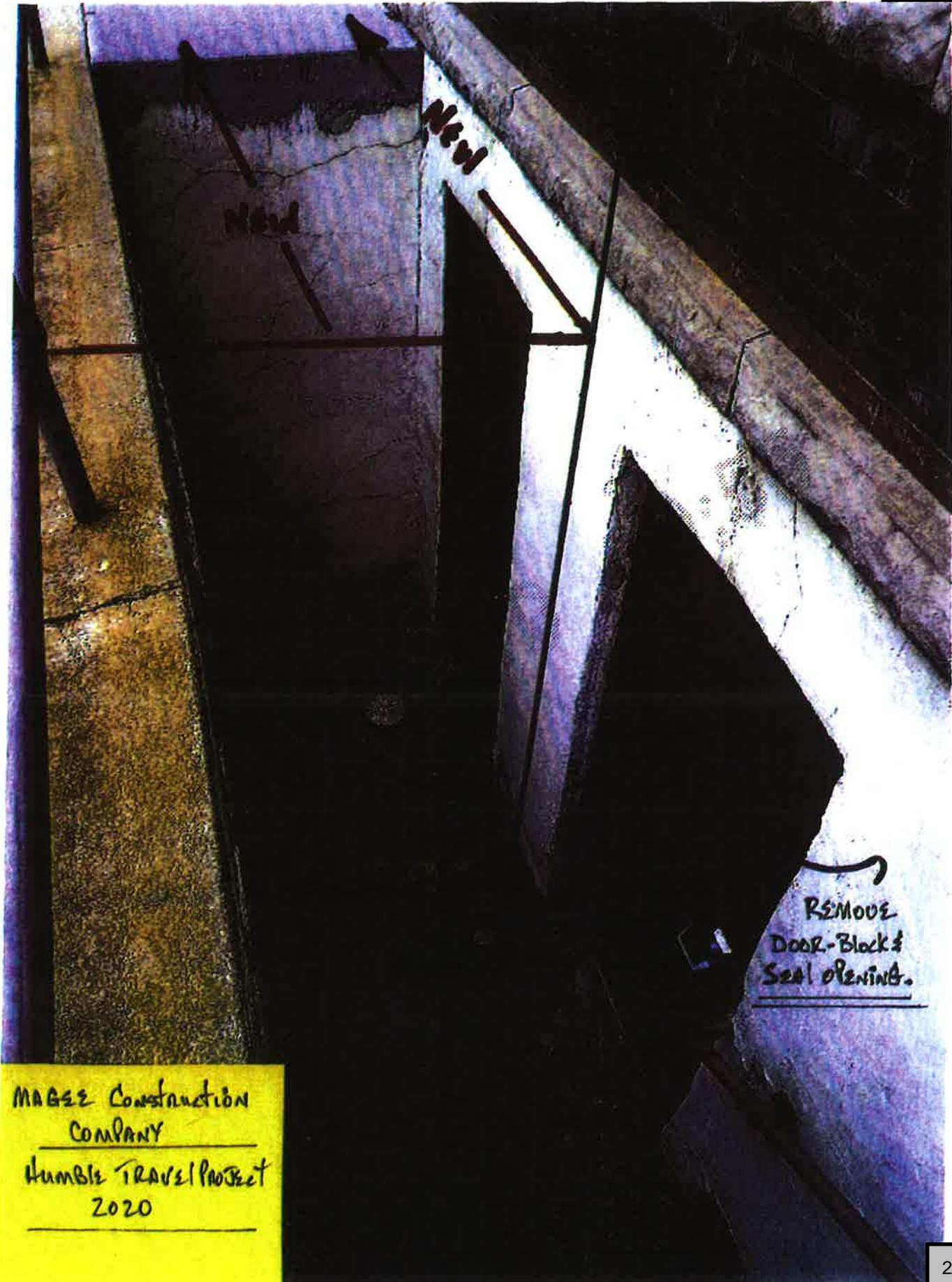
Magee Construction Company provides a two year workmanship warranty.

Thank you,



Wayne Magee
Magee Construction Company

Accepted By _____ Date _____

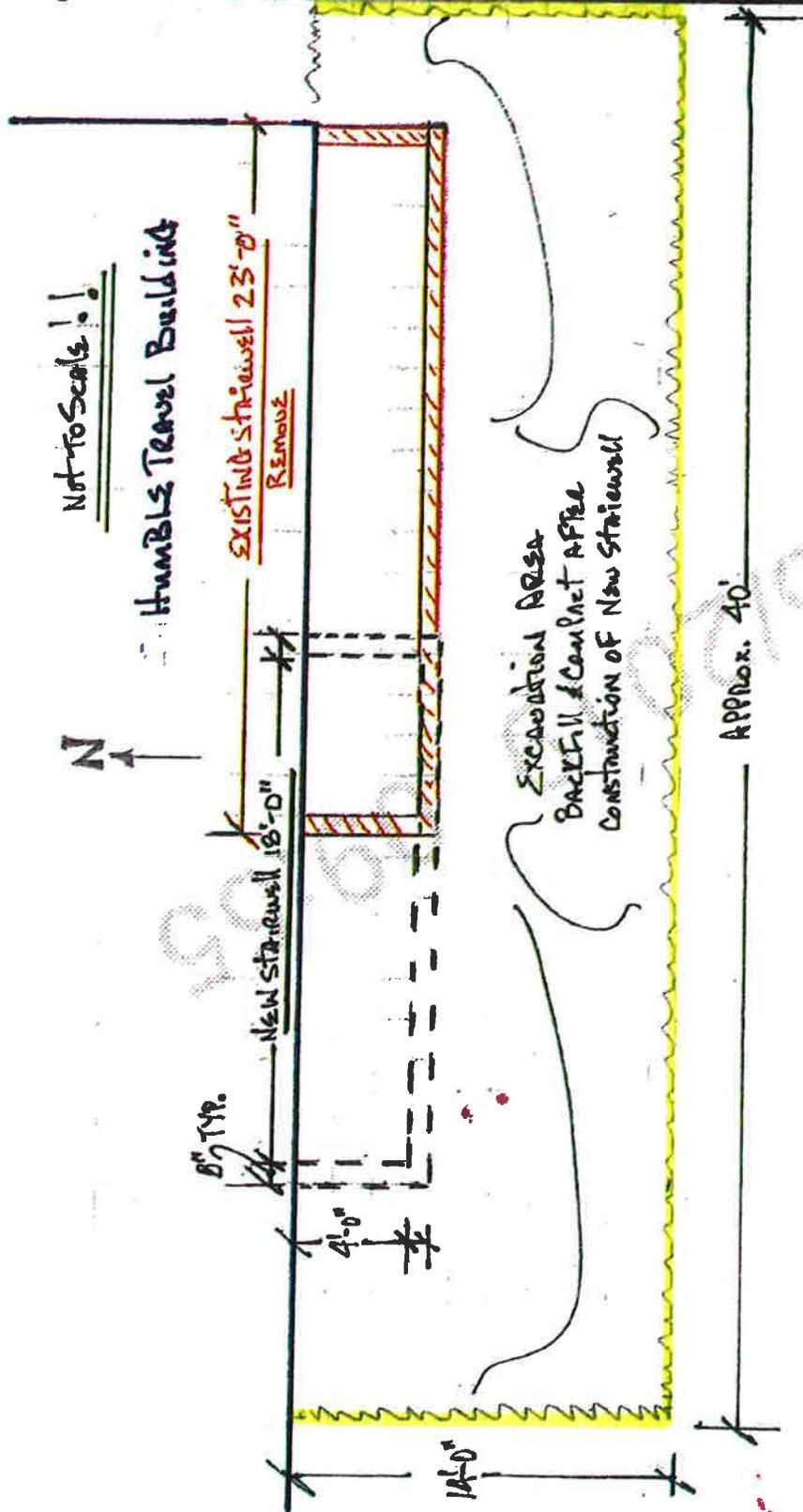


MAGSE Construction
COMPANY
HUMBLE TRAVEL PROJECT
2020



Phone: 319-277-0100
Fax: 319-277-8937
1705 Waterloo Rd.
Cedar Falls, IA 50613
www.MageeConstruction.com

Design/Build General Contractor

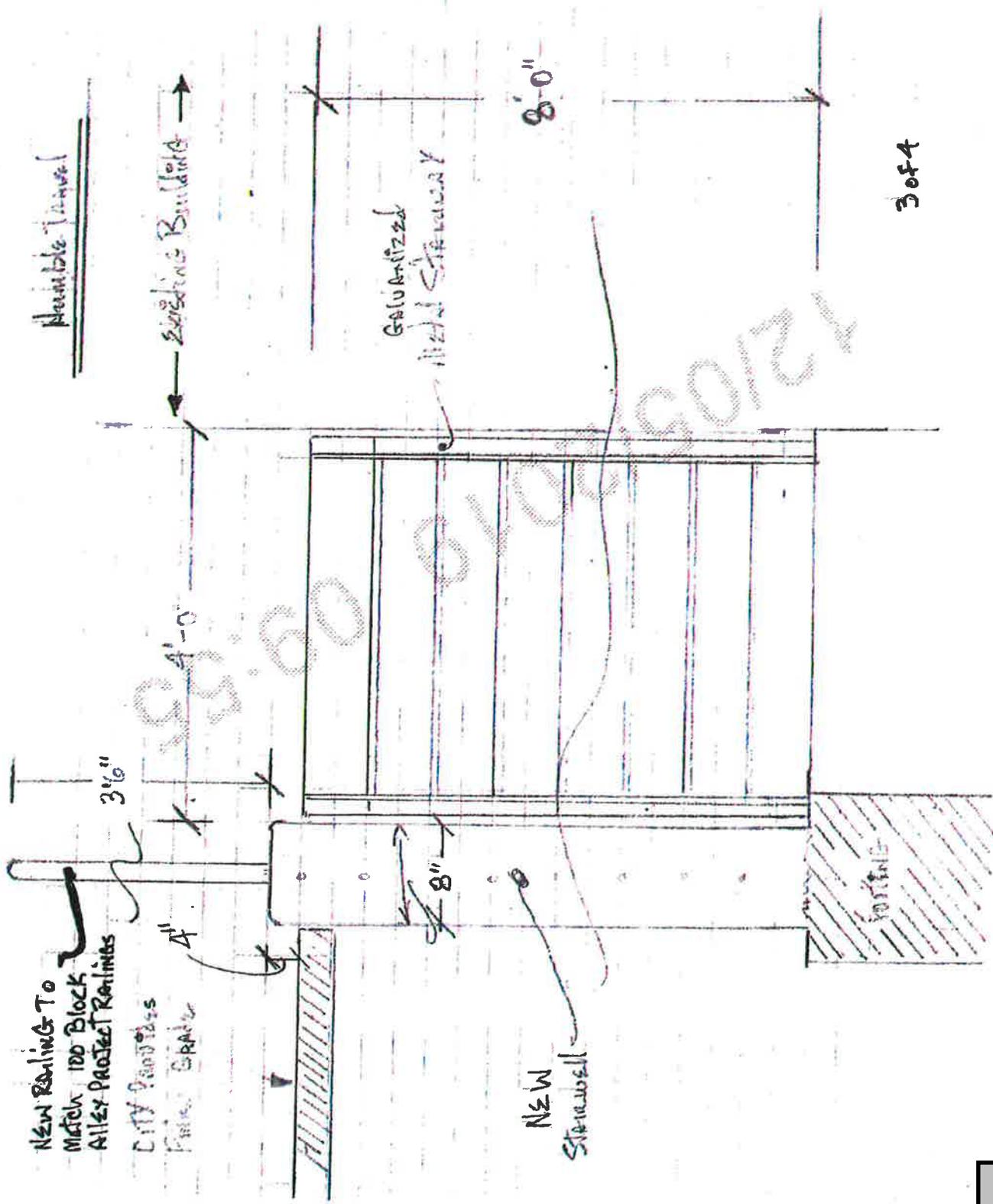


1 of 4



Phone: 319-277-0100
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Design/Build General Contractor



3 of 4



Phone: 319-277-0100
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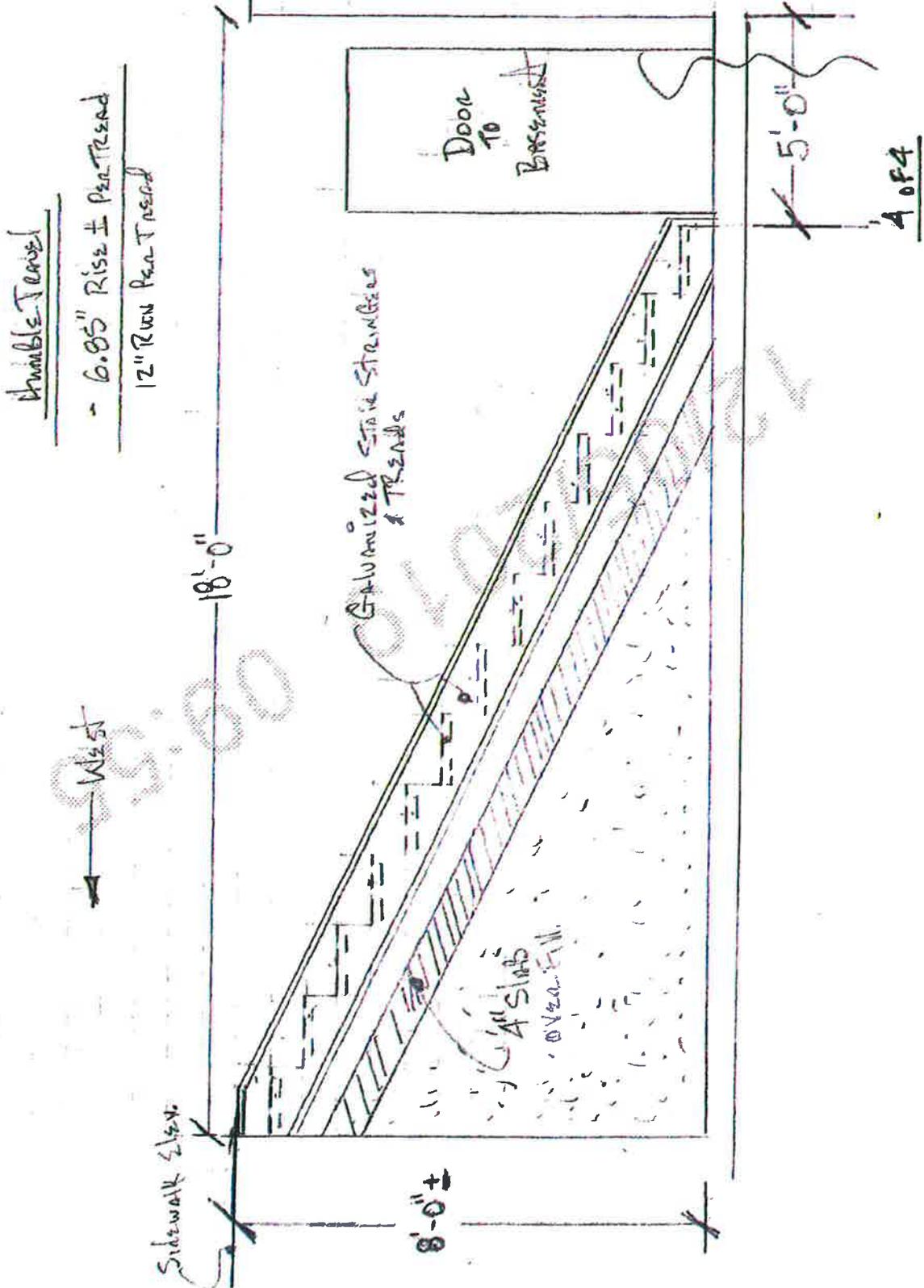


Exhibit C - Continued

Additional Construction Requirements:

Proof of 95% compaction using the standard proctor test method required after every 3 feet of backfill, in elevation.

Compaction required up to the current sidewalk grades with a City approved roadstone prior to the work of the City's awarded contractor in the excavation area denoted on page 5 of Exhibit "C".

EXHIBIT D – PERPETUAL STAIRWAY EASEMENT AGREEMENT

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

PERPETUAL STAIRWAY EASEMENT AGREEMENT

This Perpetual Stairway Easement Agreement (“Agreement”) is made this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa, a municipality (“City”), and _____ (“Grantee”).

WHEREAS, Grantee is the owner of property in the downtown area of the City legally described as _____ and commonly known as _____ Main Street, in Cedar Falls, Iowa (“Grantee Property”); and

WHEREAS, the City and Grantee entered into a certain Temporary Construction Easement Agreement for Stairway dated the ____ day of _____, 2020, which was approved by the City Council of the City by way of Resolution No. _____, on the ____ day of _____, 2020 (“Temporary Easement Agreement”); and

WHEREAS, pursuant to the Temporary Easement Agreement, Grantee reconstructed a stairway and opening that is located within the City right-of-way that provides below grade access to adjacent Grantee Property, such stairway and opening as reconstructed being generally described in Exhibit “A” attached (the “Reconstructed Stairway”); and

WHEREAS, the Grantee has agreed to maintain the Reconstructed Stairway in the future as well as assume full responsibility for and to hold the City harmless from and indemnify the City for injuries occurring on or due to the Reconstructed Stairway; and

WHEREAS, as part of the Temporary Easement Agreement, the City and Grantee agreed that if all terms and conditions of the Temporary Easement Agreement were met, that a permanent easement agreement would be entered into between the parties; and

WHEREAS, all such terms and conditions of the Temporary Easement Agreement have now been met and the parties now wish to execute the agreed upon permanent easement agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the City and the Grantee agree as follows:

1. Grant and Purpose of Easement. The City grants and conveys to the Grantee a permanent, exclusive Easement for the use of the Reconstructed Stairway. The exact area of the Easement is depicted in Exhibit "B" attached. The purpose of this Easement is for use and occupancy of the Reconstructed Stairway for access to the Grantee Property. Grantee has the right to prohibit and exclude public use of the Reconstructed Stairway during the term of this Agreement.
2. Term of Easement. The Easement granted herein is permanent unless and until the City, in its sole discretion, removes or eliminates the Reconstructed Stairway, or the Reconstructed Stairway is abandoned by the Grantee, or if Grantee is in material breach of the terms of this Agreement after a reasonable opportunity to cure such breach.
3. Repair and Maintenance of Reconstructed Stairway. Grantee shall maintain the Reconstructed Stairway in a reasonably safe and serviceable condition at Grantee's sole expense. Grantee shall notify the City in writing in advance of any maintenance or repair work to be done on the Reconstructed Stairway and shall obtain the required licenses and permits for such work. Such repair and maintenance shall be done in conformance with City, state and federal statutes, rules, regulations and standards. No such work shall be done without prior approval of the City, which approval shall not be unreasonably withheld. Grantee acknowledges that the City is not responsible for repair, reconstruction or maintenance of the Reconstructed Stairway in the event of damage to the Reconstructed Stairway by any cause during the term of this Agreement.
4. Reservation of Rights by the City. Except for the Easement granted herein, the City reserves any and all ownership rights to use and occupy the Reconstructed Stairway as City right-of-way. Nothing herein shall be construed as any limitation on the City's right of access to and occupancy of the Reconstructed Stairway for any purpose.
5. Hold Harmless and Indemnification. Grantee agrees to indemnify, defend and hold harmless the City and its elected and appointed officials, and all its employees and agents from and against any and all action or cause of action, claim, demand, liability, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injures to or death of any person or persons, or causing property damage, happening in, on or because of the Reconstructed Stairway, during the term of this Agreement. Nothing herein is intended to create any rights in or for the benefit of any person not a party to this Agreement, or such person's successors or assigns.
6. Insurance. Grantee agrees to maintain liability insurance with any reputable insurer authorized to do business in the State of Iowa for coverage for any and all liabilities assumed in this Agreement.
7. Binding Effect. This Agreement shall inure to the benefit of and be binding on the parties' successors and assigns and shall run with the Grantee Property.
8. Entire Agreement and Amendments. This Agreement sets forth all the agreements, terms, covenants and conditions between the City and the Grantee concerning the

Reconstructed Stairway easement, and supersedes and replaces any previous agreement governing the same subject matter. No amendment to this Agreement shall be valid unless in writing and signed by the City and the Grantee, and approved by the City Council of the City.

IN WITNESS WHEREOF, the City and Grantee have executed this Perpetual Stairway Easement Agreement to be effective as of the date first written above.

CITY

GRANTEE

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

By: _____

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

State of Iowa)
)
County of Black Hawk)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020, by _____.

(seal)

Notary Public in and for the State of Iowa

My commission expires: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
220 CLAY STREET
PH: 319-273-8606
FAX: 319-273-8610

INSPECTION SERVICES
220 CLAY STREET
PH: 319-268-5161
FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
110 E. 13TH STREET
PH: 319-273-8636
FAX: 319-273-8656

**VISITORS & TOURISM/
CULTURAL PROGRAMS**
6510 HUDSON ROAD
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: March 11, 2020
SUBJECT: Community Bank and Trust Easement Vacation

REQUEST: Request to vacate and dedicate a storm sewer easement (Case #VAC19-004)

PETITIONER: Community Bank and Trust, VJ Engineering

LOCATION: 19.2' by 21.9' storm sewer easement located at the northeast corner of the property at 312 W. 1st Street

PROPOSAL

This request is to vacate a portion of a 19.2' by 21.9' storm sewer easement located at the northeast corner of the property at 312 W. 1st Street. This easement area is approximately 420.5 square feet. It is proposed to retain a 50 square foot area off the northeast corner and vacate the remaining 370.5 square feet for the construction of a new bank facility.

BACKGROUND

In the late 1980s, the Iowa Department of Transportation reconstructed W. 1st Street (aka Highway 57) east of the Franklin/Center Street intersection. Prior to the start of this project, the Iowa DOT secured the necessary right of way and easements from the adjoining properties. One such easement is located at the southwest corner of W. 1st Street and Clay Street. This easement was necessary for the construction of a storm sewer that connects two street inlets at this intersection. At that time, the Iowa DOT secured a 19' by 21' easement to accommodate the new storm sewer.

In the summer of 2002, Community National Bank purchased the former Hardee's restaurant into a new branch facility that has operated at this site for the



past 18 years. Recently, the bank is planning to construct a new branch facility near the northwest corner of this property. This site plan is for the new bank is described in a separate P&Z staff report under Case #SP19-017. As part of the new bank, the owners wish to construct a covered plaza along the east side of the building next to the public sidewalk. Due to the topography of the site, this plaza area will be accessed by a series of steps to the east entry of the building from the public sidewalk. During the initial review of this project, city staff indicated the need to vacate the easement near the northeast corner of the property. It has been determined that only an easement occupies this corner of the property and the bank owns the underlying property through which the easement crosses. After consultation with staff at the Iowa DOT, the city has determined the need to retain a 10-foot wide easement over this storm sewer. This easement is essentially 5 feet on both sides of the storm sewer pipe. The remaining portion of the existing easement may be vacated for the new bank facility.



The steps that lead up to the plaza space from the street corner will need to be chamfered (cut at a diagonal) to keep them out of the easement. It should be noted that the canopy will still extend over the easement, but is located at a height that will likely to provide adequate space if any work would ever have to be done to the storm sewer. In the unlikely event that the canopy was damaged while work was being done in the easement, the bank or any other future owner of the building will be responsible for the cost of repairing it.

This request is under consideration by the Planning and Zoning Commission at this time.

STAFF RECOMMENDATION

The Community Development Department requests that a public hearing be scheduled on April 6, 2020 and direct the City Clerk to publish the notice for the storm sewer easement vacation and dedication.

**NOTICE OF PUBLIC HEARING ON PROPOSED VACATION AND DEDICATION OF
A STORM SEWER EASEMENT ON ON LOT 1 BLOCK 17 ORIGINAL PLAT OF
CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the City Planning and Zoning Commission has recommended to the City Council of Cedar Falls, Iowa, to vacate and dedicate the following storm sewer easement. Said property being situated in the City of Cedar Falls, Black Hawk County, Iowa, and legally described as:

A PARCEL OF LAND LOCATED IN PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE OF CEDAR FALLS, LOCATED IN PART OF SEC. 12, T89N, R14W OF THE 5th P.M., BLACK HAWK COUNTY, IOWA.

THE EASEMENT RIGHT, TO CONSTRUCT AND MAINTAIN STORM SEWER, GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID BLOCK 17; THENCE S89°55'E, 261.3 FT ALONG THE NORTH LINE OF SAID BLOCK 17 TO THE POINT OF BEGINNING; THENCE S00°00'W, 21.9 FT.; THENCE S90°00'E, 19.2 FT.; THENCE N00°05'E, 21.9 FT. ALONG THE EAST LINE OF SAID LOT 1; THENCE N89°55'W, 19.2 FT. ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; CONTAINING 420 SQ. FT.

And dedicate a storm sewer easement over, under and upon property described as:

THAT PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE OF CEDAR FALLS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°22'14"W 10.0 FT ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT OF WAY OF CLAY STREET; THENCE N44°40'40"W, 14.13 FT TO THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1st STREET; THENCE S89°43'34"E, 10.0 FT. ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1st STREET TO THE POINT OF BEGINNING, CONTAINING 50 SQ.FT.

A hearing will be held in the Council Chambers of the City Hall in the City of Cedar Falls, Iowa, at 7:00 p.m. on the 6th day of April, 2020, on the proposal to vacate and dedicate said storm sewer easement, at which hearing all interested parties for and against such utility easement vacation may be heard, and written objections thereto may be filed on or before the time set for the hearing.

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED VACATION AND DEDICATION OF A STORM SEWER EASEMENT ON LOT 1 BLOCK 17 ORIGINAL PLAT OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DIRECTING PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a request was submitted to the Cedar Falls Planning and Zoning Commission to vacate and dedicate a storm sewer easement within Lot 1, Block 17, Original Plat of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, said Commission has recommended approval of said request, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to vacate a storm sewer easement over, under and upon the property described as:

A PARCEL OF LAND LOCATED IN PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE OF CEDAR FALLS, LOCATED IN PART OF SEC. 12, T89N, R14W OF THE 5th P.M., BLACK HAWK COUNTY, IOWA.

THE EASEMENT RIGHT, TO CONSTRUCT AND MAINTAIN STORM SEWER, GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID BLOCK 17; THENCE S89°55'E, 261.3 FT ALONG THE NORTH LINE OF SAID BLOCK 17 TO THE POINT OF BEGINNING; THENCE S00°00'W, 21.9 FT.; THENCE S90°00'E, 19.2 FT.; THENCE N00°05'E, 21.9 FT. ALONG THE EAST LINE OF SAID LOT 1; THENCE N89°55'W, 19.2 FT. ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; CONTAINING 420 SQ. FT.

And dedicate a storm sewer easement over, under and upon property described as:

THAT PART OF LOT 1, BLOCK 17, ORIGINAL PLAT IN THE VILLAGE OF CEDAR FALLS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°22'14"W 10.0 FT ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT OF WAY OF CLAY STREET; THENCE N44°40'40"W, 14.13 FT TO THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1st STREET; THENCE S89°43'34"E, 10.0 FT. ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF WEST 1st STREET TO THE POINT OF BEGINNING, CONTAINING 50 SQ.FT.

And that said public hearing shall be held on the 6th day of April, 2020, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this ____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk