

*“Cedar Rapids is a vibrant urban hometown –
a beacon for people and businesses invested in building
a greater community now and for the next generation.”*

NOTICE OF CITY COUNCIL MEETING

The Cedar Rapids City Council will meet in Regular Session on Tuesday, December 17, 2013 at 4:00 p.m. in the Council Chambers, 3rd Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa, to discuss and possibly act upon the matters as set forth below in this tentative agenda. (*Please silence cell phones and pagers.*)

A G E N D A

- Invocation
- Pledge of Allegiance
- Proclamations/Presentations:
 - ❖ Presentation – Entrepreneurial Development Center Annual Update (Curt Nelson, President and CEO)
 - ❖ Presentation – Neighborhood Transportation System Legislative Proposal (Kay Fisk, NTS Development Director)

PUBLIC HEARINGS

1. A public hearing will be held to consider the continuation of the disposition of excess City-owned property by sealed bid and described as a single family residential property located at 212 9th Street NW. (Rita Rasmussen)
 - a. Resolution to continue the disposition of excess City-owned property by sealed bid and described as a single family residential property located at 212 9th Street NW. CIP/DID #3302500004
2. A public hearing will be held to consider the continuation of the disposition of structures on a City-owned parcel at 4514 C Avenue NE. (Rita Rasmussen)
 - a. Resolution to continue the disposition of structures on a City-owned parcel at 4514 C Avenue NE. CIP/DID #52-14-007

3. A public hearing will be held to consider amending Chapter 32 of the Municipal Code, the Zoning Ordinance, to create a Kingston Village Overlay District with design standards and guidelines applicable to new multi-family and commercial development applications and building permits within the overlay district, and to clarify requirements for review of proposed signage and establish a timeline for review by all Design Review Technical Advisory Committees. (Seth Gunnerson)
 - a. First Reading: Ordinance amending Chapter 32 of the Municipal Code, the Zoning Ordinance, to create a Kingston Village Overlay District with design standards and guidelines applicable to new multi-family and commercial development applications and building permits within the overlay district, and to clarify requirements for review of proposed signage and establish a timeline for review by all Design Review Technical Advisory Committees. CIP/DID #865258
4. A public hearing will be held to consider the proposed specifications, form of contract and estimated cost for the Environmental Remediation and Demolition Services for Flood Damaged Structures and Parcels project (estimated cost is \$203,000). (John Riggs)
 - a. Resolution adopting specifications, form of contract and estimated cost for the Environmental Remediation and Demolition Services for Flood Damaged Structures and Parcels project (**FLOOD**). CIP/DID #1113-089
5. A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the 76th Avenue SW and Kirkwood Boulevard SW Traffic Signalization project (estimated cost is \$247,000). (Doug Wilson)
 - a. Resolution adopting plans, specifications, form of contract and estimated cost for the 76th Avenue SW and Kirkwood Boulevard SW Traffic Signalization project. CIP/DID #3012025-02
6. A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the H Street SW from Diagonal Drive SW to North of 7th Avenue SW Pavement Rehabilitation project (estimated cost is \$120,000). (Gary Petersen)
 - a. Resolution adopting plans, specifications, form of contract and estimated cost for the H Street SW from Diagonal Drive SW to North of 7th Avenue SW Pavement Rehabilitation project. CIP/DID #3012072-01
7. A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the Indian Creek Trunk Sanitary Sewer Segment 2 – Phase 2 Reconstruction project (estimated cost is \$2,840,000). (Dave Wallace)
 - a. Resolution adopting plans, specifications, form of contract and estimated cost for the Indian Creek Trunk Sanitary Sewer Segment 2 – Phase 2 Reconstruction project. CIP/DID #655625-05

8. A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the J Avenue Water Treatment Plant Process Improvements – Phase 1 project (estimated cost is \$7,060,000). (Steve Hershner)
 - a. Resolution adopting plans, specifications, form of contract and estimated cost for the J Avenue Water Treatment Plant Process Improvements – Phase 1 project. CIP/DID #6250026-02

PUBLIC COMMENT

If you wish to address the City Council on any subject pertaining to City Council action scheduled for today, please use the sign-up sheet (next to the agendas) located on the table outside the Council Chambers. Please approach the microphone when called upon.

MOTION TO APPROVE AGENDA

CONSENT AGENDA

***Note: These are routine items, some of which are old business and some of which are new business and will be approved by one motion without separate discussion unless Council requests an item be removed to be considered separately.**

9. Motion to approve minutes.
10. Motion filing plans, specifications, form of contract, estimated cost, setting a public hearing date for January 14, 2014 and advertising for bids by publishing notice to bidders for the SW Quadrant, 2008 Flood Area Sanitary Sewer Restoration, Phase 2, Part 2 project and authorizing the City Engineer, or designee, to receive and open bids and publicly announce the results on January 22, 2014 (estimated cost is \$2,400,000) (**FLOOD**). CIP/DID #SSD103-11
11. Motion filing plans, specifications, form of contract, estimated cost, setting a public hearing date for January 14, 2014 and advertising for bids by publishing notice to bidders for the Replacement of Fire Hydrants and Blow Off Completes FY 14 project and authorizing the Utilities Director, or designee, to receive and open bids and publicly announce the results on January 22, 2014 (estimated cost is \$48,000). CIP/DID #2014037-01
12. Motion assessing a \$500 civil penalty for violation of State Code regarding the sale of alcohol to minors against La Cantina Bar & Grill, 102 2nd Street SE. CIP/DID #1002004
13. Motion assessing \$300 civil penalties for violation of State Code regarding the sale of cigarettes to minors against: CIP/DID #1002005
 - a. Cenex Gas Station, 502 E Avenue NW;
 - b. Road Ranger #147, 1430 1st Avenue NE;
 - c. Union Station Sports Bar & Grill, 1724 16th Avenue SW.

14. Motion assessing a \$1,500 civil penalty for second violation of State Code regarding the sale of cigarettes to minors against Casey's General Store #2771, 501 6th Street SW. CIP/DID #1002005
15. Motion approving the beer/liquor/wine applications of: CIP/DID #1001997
 - a. ARA Gallery, 4850 Armar Drive SE (5-day permit for an event on December 19, 2013);
 - b. Brewed Café @ TCR, 102 3rd Street SE (transfer to CR Public Library, 450 5th Avenue SE for an event on December 31, 2013);
 - c. CJ's Sports Bar & Grill, 62 17th Avenue SW;
 - d. Coral Isle Club #909, 1620 E Avenue NE (permanent transfer to 1620 E Avenue NE);
 - e. Ernie's Avenue Tavern, 69 16th Avenue SW;
 - f. Jersey's Pub & Grub Downtown, 200 1st Avenue NE;
 - g. The Keg, 719 5th Street SE;
 - h. Little Bohemia, 1317 3rd Street SE;
 - i. Southside Liquor & Tobacco Outlet, 3200 16th Avenue SW;
 - j. Union Station, 1724 16th Avenue SW;
 - k. Westdale Bowling Center, 2020 Scotty Drive SW.
16. Resolutions (2) approving payment of bills and payroll. CIP/DID #1001996
17. Resolutions appointing the following individuals: CIP/DID #691376
 - a. Appointing Mary Elizabeth Spreitzer (effective through June 30, 2016) to the Cedar Rapids Historic Preservation Commission; CIP/DID #691376
 - b. Appointing Kim King (effective through June 30, 2015) to the City Planning Commission; CIP/DID #572803
 - c. Appointing Charity Tyler (effective through June 30, 2015) to the Cedar Rapids Board of Ethics; CIP/DID #232112
 - d. Appointing Lisa Lindley (effective through June 30, 2014) and William Stamats (effective through June 30, 2016) to the Visual Arts Commission; CIP/DID #572855
 - e. Appointing Joshua Moore (at large) to the Enterprise Zone Commission. CIP/DID #85402
18. Resolutions approving assessment actions:
 - a. Intent to assess – Utilities – Water Division – delinquent municipal utility bills – 28 properties; CIP/DID #1002065
 - b. Levy assessment – Utilities – Water Division – delinquent municipal utility bills – 13 properties; CIP/DID #982892
 - c. Levy assessment – nuisance property abatement charge – one property. CIP/DID #1002621
19. Resolutions accepting projects, approving Performance Bonds and/or authorizing issuance of final payments:
 - a. Harrison Elementary School Sidewalks project, final payment in the amount of \$1,019.51 and approving the 4-year Performance Bond submitted by Ricklefs Excavating, Ltd. (original contract amount was \$37,033; final contract amount is \$33,983.71); CIP/DID #301870-01
 - b. Cottage Grove Parkway SE Storm Sewer Extension (Hse. No. 4272 to 4264) project and approving the 4-year Performance Bond submitted by Dave Schmitt Construction (original contract amount was \$42,467; final contract amount is \$30,800); CIP/DID #304224-03

- c. Cedar Rapids Water Pollution Control Facility Short Term Biosolids Reduction and Incineration System Repairs project, final retainage payment in the amount of \$335,858.83 and approving the 2-year Performance Bond submitted by Tricon General Construction (original contract amount was \$8,884,000; final contract amount is \$8,504,242.33) **(FLOOD)**; CIP/DID #WPB012-02
 - d. WPCF Roughing Filter #1 Dome Replacement and Concrete Repairs project, authorizing the final change order deducting the amount of \$19,232.03, final retainage payment in the amount of \$86,638.40 and approving the 2-year Performance Bond submitted by Tricon Construction Group (original contract amount was \$1,752,000; final contract amount is \$1,732,767.97); CIP/DID #615178-01
 - e. J Avenue Chlorine System Improvements project, final payment in the amount of \$22,912.41 and approving the 2-year Performance Bond submitted by TLC Diversified, Inc. (original contract amount was \$399,000; final contract amount is \$458,248.19). CIP/DID #6250009-02
20. Resolution authorizing execution of Change Order No. 10 (Revised Final) deducting the amount of \$152,099.13 and accepting project, authorizing final payment in the amount of \$180,804.18 and approving the 4-year Performance Bond submitted by Rathje Construction Company for the E Avenue NW – Phase I Ellis Boulevard to 3rd Street, Storm Sewer, Water Main, Sidewalk and Street Improvements project (original contract amount was \$3,630,058; final contract amount is \$3,616,083.54). CIP/DID #304037-04
21. Resolution authorizing execution of Change Order No. 14 (Final) deducting the amount of \$419,740.08 and accepting project, authorizing final payment in the amount of \$147,446.96 and approving the 4-year Performance Bond submitted by Rathje Construction Company for the 3rd Street SE Reconstruction and Streetscape Improvements from 8th Avenue SE to 14th Avenue SE project (original contract amount was \$3,233,354.60; final contract amount with this amendment is \$2,948,939.30). CIP/DID #321526-02
22. Resolutions approving final plats:
- a. Tech Place Third Addition, located at Prairie Rose Drive SW extension, east of Wheatland Drive SW; CIP/DID #47-12-019
 - b. Hawks Point Fifth Addition, located east of West Post Road SW opposite Ruhd Street SW; CIP/DID #FLPT-004526-2013
 - c. Westdale First Addition on the west side of Edgewood Road SW, south of Wilson Avenue SW. CIP/DID #FLPT-006886-2013
23. Resolutions (4) of support for Housing Enterprise Zone Program Agreements with the Iowa Economic Development Authority for Cedar Rapids Apartments Limited Partnership, Sonoma Square Senior Living, LLLP, TWG Development, LLC and T.W. Sather Company, Inc. CIP/DID #959319
24. Resolution authorizing negotiation of a Development Agreement with Sonoma Square Senior Living, LLLP for the redevelopment of nine City-owned properties at 606 J Avenue NW, 610 J Avenue NW, 1106 6th Street NW, 1108 6th Street NW, 1110 6th Street NW, 1116 6th Street NW, 1111 Ellis Boulevard NW, 1113 Ellis Boulevard NW and 1101 Ellis Boulevard NW **(FLOOD)**. CIP/DID #654103
25. Resolution accepting work and fixing amount to be assessed for the 1st Avenue and Collins Road NE and 40th Street NE Improvements project. CIP/DID #301447-00

26. Resolution fixing value of lots and adopting preliminary plat and schedule, estimate of cost and proposed preliminary plans and specifications for the construction of the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project. CIP/DID #3012001-00
27. Resolution amending the Future Land Use Map in the City's Comprehensive Plan and the Pleasant Prairie Area Neighborhood Plan Map from Office and Medium Density Residential to Commercial for property at 4625 Tower Terrace Road NE as requested by Twisters Gymnastics and HJD Investments, LLC. CIP/DID #FLUMA-003506-2013
28. Resolution authorizing execution of the Offer(s) to Buy Real Estate and Acceptance and the Addendum(s) to Offer to Buy Real Estate and Acceptance for one property in connection with the HUD Community Development Block Grant (CDBG) (**FLOOD**). CIP/DID #3302500001
29. Resolution establishing a "2 hour parking, 8:00 AM to 5:00 PM, except Saturday, Sunday and Holidays" on the north side of 5th Avenue SE 400 block (west of the existing "No Parking Zone") for additional library parking. CIP/DID #PARK-007086-2013
30. Resolution approving an advance of funds in the amount of \$5,000,000 for repayment from the Westdale Mall Urban Renewal Tax Increment Revenue Fund and directing the filing of certification under Iowa Code 403.19. CIP/DID #838449
31. Resolution to transfer Hotel Motel reserve funds, to fund the fiscal year 2013 Ice Arena operating loss in the amount of \$78,975.77. CIP/DID #1002733
32. Resolution authorizing sponsorship of a Business Financial Assistance application to the State by General Mills for creation of new high quality jobs through expansion of production space at the existing General Mills facility at 4800 Edgewood Road SW. CIP/DID #1002779
33. Resolution authorizing City Council to approve funding of Entrepreneurial Development Center, Inc. (EDC) in Fiscal Year 2014 of \$100,000. CIP/DID #487471
34. Resolutions (2) authorizing pay increases for the City Attorney and City Clerk effective January 1, 2014. CIP/DID #1002016
35. Resolutions approving actions regarding Purchases/Contracts/Agreements:
 - a. Amendment No. 1 to the October 2009 Technology and Business Services Agreement with Gatso USA, Inc. to extend the term of the initial agreement and change the fee structure which Gatso collects for Automated Traffic Enforcement citations; CIP/DID #449776
 - b. Amendment No. 1 to the Agreement for City Employee Health Screening and Risk Assessment with Health Solutions, LLC to provide Wellness Services (original contract amount was \$250,000; renewal contract amount is \$250,000); CIP/DID #013000-01
 - c. Amendment No. 4 to renew Agreement for Janitorial Supplies with AmSan – Interline Brands, Inc. for an amount not to exceed \$180,000 (original contract amount was \$150,000; renewal contract amount is \$180,000); CIP/DID #0910-054
 - d. Amendment No. 1 to renew Contract for Nitric Acid 41-Degree Technical Grade Liquid in Totes with Hydrite Chemical Company for the Water Pollution Control Facility for an estimated annual amount of \$55,000 (original contract amount was \$55,000; renewal contract amount is \$55,000); CIP/DID #0912-082

- e. Amendment No. 1 to renew Contract for Liquid Magnesium Bisulfite 30% with Hydrite Chemical Company for the Water Pollution Control Facility for an estimated annual amount of \$320,000 (original contract amount was \$160,000; renewal contract amount is \$320,000); CIP/DID #1012-088
- f. Amendment No. 3 to renew Agreement for Health Services for the Human Resources Department with St. Luke's Work Well Solutions, for an amount not to exceed \$85,000 (original contract amount was \$52,162.46, renewal contract amount is \$85,000); CIP/DID #0909-068A
- g. Amendment No. 4 to renew Multiple Pass Well Rehabilitation Treatment contract with Frazier Well Services, LLC for the Utilities Department, Water Operations for an estimated annual amount of \$45,000 (original contract amount was \$59,475; renewal contract amount is \$45,000); CIP/DID #1010-089
- h. Amendment No. 4 to renew the contract for Zinc Orthophosphate with Hawkins, Inc. for the Utilities Department, Water Operations for an estimated annual amount of \$171,900 (original contract amount was \$140,000; renewal contract amount is \$171,900); CIP/DID #1009-086
- i. Amendment No. 5 to renew contract for Urea Ammonium Nitrate 32% with Hydrite Chemical Company for the Water Pollution Control Facility for an estimated annual amount of \$40,000 (original contract amount was \$20,000; renewal contract amount is \$40,000); CIP/DID #1009-078
- j. Amendment No. 2 to renew contract for 3/8" Pebble Quicklime and Ground (Fine) Quicklime with Mississippi Lime Company for the Utilities Department for an estimated annual amount of \$1,376,000 (original contract amount was \$1,376,000; renewal contract amount is \$1,376,000); CIP/DID #1111-083
- k. Amendment No. 4 to renew Contract for Polymer Clarifloc C-321 with Polydyne, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$475,000 (original contract amount was \$625,000; renewal contract amount is \$475,000); CIP/DID #1009-080
- l. Amendment No. 1 to renew Contract for Magnesium Hydroxide 45% Solution with Garrison Minerals, LLC for the Water Pollution Control Facility for an estimated annual amount of \$175,000 (original contract amount was \$175,000; renewal contract amount is \$175,000); CIP/DID #1112-117
- m. Amendment No. 4 to renew contract for Liquid Potassium Permanganate with Hawkins, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$30,000 (original contract amount was \$20,000; renewal contract amount is \$30,000); CIP/DID #0709-006
- n. Amendment No. 2 to renew contract for Liquid Oxygen with Airgas North Central, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$200,000 (original contract amount was \$100,000; renewal contract amount is \$200,000); CIP/DID #1111-098
- o. Amendment No. 4 to renew contract for Liquid Chlorine with Alexander Chemical Corporation for the Utilities Department for an estimated annual amount of \$300,000 (original contract amount was \$240,000; renewal contract amount is \$300,000); CIP/DID #1009-082
- p. Amendment No. 2 to renew Contract for Liquid Carbon Dioxide with EPCO Carbon Dioxide Products, Inc. for Utilities Department – Water Operations for an estimated annual amount of \$120,000 (original contract amount was \$120,000; renewal contract amount is \$120,000); CIP/DID #1112-118

- q. Amendment No. 4 to renew the contract for Anhydrous Ammonia with Tanner Industries, Inc. for the Utilities Department – Water Operations for an estimated annual amount of \$85,200 (original contract amount was \$85,200; renewal contract amount is \$85,200); CIP/DID #1009-083
- r. Amendment No. 1 to renew Contract for Emulsion Polymer Clarifloc CE-939 with Polydyne, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$450,000 (original contract amount was \$300,000; renewal contract amount is \$450,000); CIP/DID #1012-089
- s. Amendment No. 3 to the Contract for Banking Services with US Bank National Association to reflect the additional cost to manage the City's investment portfolio for an amount not to exceed \$65,000 (original contract amount was \$56,728; total contract amount with this amendment is \$121,728); CIP/DID #0509-319
- t. Amendment No. 3 to renew Agreement for Drug and Alcohol Testing for the Human Resources Department with Weland Clinical Laboratories for an amount not to exceed \$30,000 (original contract amount was \$33,000, renewal contract amount is \$30,000); CIP/DID #0909-068B
- u. Amendment No. 7 to the Contract for City Services Center Furniture, Fixtures and Equipment (FF&E) Packages with Triplett Interior Solutions for additional furnishings for Information Technology for an amount not to exceed \$7,992.80 (original contract amount was \$299,520.80; total contract amount with this amendment is \$371,997.01) **(FLOOD)**; CIP/DID #0113-154
- v. Amendment No. 13 to reflect anticipated additional services and extend the term for Environmental Assessment Services for Flood Damaged Structures project with Tetra Tech, Inc. for an amount not to exceed \$29,900 (original contract amount was \$1,260,000; total contract amount with this amendment is \$2,215,840) **(FLOOD)**; CIP/DID #0809-043
- w. Amendment No. 9 to the Contract for Citywide Energy Management System with Halvorson Trane to deduct scope of work not performed at Public Works and Water Operations for a total deduct of \$27,654 (original contract amount was \$475,745.00; total contract amount with this amendment is \$569,810.87) **(FLOOD)**; CIP/DID #0110-161
- x. Amending Resolution No. 1671-12-12 for an increase in Sodium Hydroxide 50% Bulk Solution chemical purchases for \$30,000 with Vertex Chemical Corporation for the Water Pollution Control Facility (original estimated annual amount of \$150,000 to \$180,000); CIP/DID #0808-054
- y. Amending Resolution No. 0057-01-13 for an increase in Magnesium Hydroxide 45% Solution chemical purchases for \$30,000 with Garrison Minerals for the Water Pollution Control Facility (original estimated annual amount of \$175,000 to \$205,000); CIP/DID #1112-117
- z. Amending Resolution No. 1029-06-13 to reference Amendment No. 2 instead of Amendment No. 1 with ME&V (original contract amount was \$150,000; renewal contract amount remains the same at \$150,000); CIP/DID #0412-199
- aa. Change Order No. 3 in the amount of \$12,987.40 with L.L. Pelling Company, Inc. for the 8th Street SE Rehabilitation from 1st Avenue E to 3rd Avenue SE project (original contract amount was \$377,390.75; total contract amount with this amendment is \$445,138.39); CIP/DID #3012057-02
- bb. Change Order No. 13 in the amount of \$56,416.60 with Knutson Construction Services Midwest, Inc. for the Cedar Rapids Public Library Project – General Contractor project (original contract amount was \$14,235,000; total contract amount with this amendment is \$15,339,991.60) **(FLOOD)**; CIP/DID #PLE001-20

- cc. Agreement with the Iowa Department of Transportation (IDOT) for the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project; CIP/DID #3012001-00
- dd. Awarding and approving contract in the amount of \$28,325 plus incentive up to \$1,000, bond and insurance of Eastern Iowa Excavating & Concrete, LLC for the 16th Avenue and Edgewood Road SW, Northeast Corner Sidewalk Extension project (estimated cost is \$35,500); CIP/DID #301864-01
- ee. Awarding and approving contract in the amount of \$122,416.35 plus incentive up to \$8,250, bond and insurance of Rathje Construction Company for the 18th Street SW, South of Wilson Avenue SW, Culvert and Water Main Replacement project (estimated cost is \$165,000); CIP/DID #304360-01
- ff. Joint Communications Agency purchase of upgrades and equipment for an amount not to exceed \$82,632.99 from Motorola, Inc. for public safety use in connection with the Linn County 800 MHz Radio System; CIP/DID #660990
- gg. Financial Exhibit to the City's Administrative Services and Financial Agreement with Delta Dental Plan of Iowa for an estimated annual amount of \$54,571; CIP/DID #599727
- hh. Renewal of Software Maintenance for OnBase with Integrated Data Products, Inc. (IDP) (original contract amount was \$35,986; renewal contract amount is \$44,600); CIP/DID #635201
- ii. Professional Services Agreement with Fox Engineering Associates, Inc. for an amount not to exceed \$419,000 for the Water Pollution Control Facility Chlorine System Upgrade Engineering Services; CIP/DID #615148-03
- jj. Professional Services Agreement with HDR Engineering, Inc. for an amount not to exceed \$106,500 for the Selected J Avenue Campus 2014 Renovations project; CIP/DID #6250031-01
- kk. Contract for Tuma Pavilion Roof Replacement project with T&K Roofing Company for the Facilities Maintenance Services Division for an amount not to exceed \$47,999; CIP/DID #1013-078
- ll. Contract for Sodium Hypochlorite 12% with K.A. Steel Chemicals, Inc. for the Water Pollution Control Facility for an amount not to exceed \$250,000; CIP/DID #1013-068
- mm. Contract for Sodium Hydroxide 50% Bulk with K.A. Steel Chemicals, Inc. for the Water Pollution Control Facility for an amount not to exceed \$150,000; CIP/DID #1013-064
- nn. Contract for Anaerobic Micronutrient Solution with Hydro Solutions, Inc. for the Water Pollution Control Facility for an annual amount not to exceed \$85,000; CIP/DID #1013-067
- oo. Contract for pool chemicals with Pool Tech Midwest, Inc. for the Parks and Recreation Department for an amount not to exceed \$70,000; CIP/DID #1113-082
- pp. Contract for Hydrogen Peroxide with U.S. Peroxide, LLC for the Water Pollution Control Facility for an annual amount not to exceed \$40,000; CIP/DID #1113-083
- qq. Contract for Material Testing Services with Terracon Consultants, Inc. for the Public Works Department – Engineering Division for an annual amount not to exceed \$35,000; CIP/DID #1013-066
- rr. Contract for Material Testing Services with TEAM Services, Inc. for the Public Works Department – Engineering Division for an annual amount not to exceed \$35,000; CIP/DID #1013-066
- ss. Contract for Boiler & Cooling Water Chemicals with Nalco Company for the Water Pollution Control Facility for an annual amount not to exceed \$60,000; CIP/DID #1013-065

- tt. Contract for City Hall Basement Repairs – Floor Cracks, Sump Pits & Pumps project with Hanna Plumbing & Heating, Inc. for Facilities Maintenance Services for an amount not to exceed \$26,665 **(FLOOD)**; CIP/DID #1113-085
- uu. Use of remaining \$500,000 in Community Disaster Grant funds allocated for Business Recovery to establish a Cedar Rapids Business Assistance Revolving Loan Fund; CIP/DID #1002098
- vv. Quit Claim Deed with Coe College for City-owned property at 1424 B Avenue NE (former Fire Station No. 3) **(FLOOD)**; CIP/DID #803605
- ww. Special Warranty Deed with KHB Redevelopment Group, LLC d/b/a Gatto, LLC for City-owned property at 100 and 102 3rd Avenue SW located in the 3rd Avenue SW Commercial Historic District **(FLOOD)**; CIP/DID #803706
- xx. Development Agreement with William Olinger for redevelopment of the A.T. Averill House property at 1110 and 1120 2nd Street SE; CIP/DID #825572
- yy. Adopting the boundaries of the Bohemian Viable Business District Expansion **(FLOOD)**; CIP/DID #803615
- zz. Economic Development Grant to PBI-GRR, LLC in the amount of \$72,845 for housing redevelopment at 905 3rd Street SE; CIP/DID #337096
- aaa. Second Amendment to \$650,000 Promissory Note and \$101,044 Promissory Note with SA Investment LLC and Sherman Associates, Inc. respectively for renovation of the Roosevelt Building; CIP/DID #346228
- bbb. Rental Agreement with Koch Brothers for the rental of one Lanier digital copier for the Parks/Recreation/Golf departments. CIP/DID #1113-097

REGULAR AGENDA

- 36. Report on bids for the Q Avenue NW at Ellis Boulevard NW Flood Protection Improvements project (estimated cost is \$96,000). (Dave Wallace)
 - a. Resolution awarding and approving contract in the amount of \$81,384.40 plus incentive up to \$5,000, bond and insurance of Pirc-Tobin Construction, Inc. for the Q Avenue NW at Ellis Boulevard NW Flood Protection Improvements project. CIP/DID #304285-02
- 37. Discussion and Resolution authorizing execution of a First Amendment to the Development Agreement with Westdale CR Ventures #1, LLC and Frew Development Group, LLC for redevelopment of the former Westdale Mall site generally located at 2500 Edgewood Road SW. (Jennifer Pratt) CIP/DID #812292
- 38. Discussion and Resolution authorizing execution of a First Amendment to the Development Agreement, a Parking Facility Use Agreement, an Agreement for Payment of a Portion of Adjusted Gross Receipts and a Maintenance and Security Services Agreement with Cedar Rapids Development Group, LLC for the proposed development of a new casino. (Jennifer Pratt) CIP/DID #838346

ORDINANCES

(Second and possible Third Readings)

39. Ordinance granting an Electric Energy Franchise to Linn County Rural Electric Cooperative Association. CIP/DID #41-14-011
40. Ordinance granting expansion of the Downtown Cedar Rapids Self-Supported Municipal Improvement District (SSMID). CIP/DID #572853

(First Reading)

41. Ordinance granting a change of zone for property at 4625 Tower Terrace Road NE from A, Agriculture Zone District to C-MU, Commercial Mixed Use Zone District as requested by Twisters Gymnastics and HJD Investments, LLC. CIP/DID #RZNE-002991-2013

PUBLIC INPUT

This is an opportunity for the public to address the City Council on any subject pertaining to City Council business.

COUNCIL COMMITTEE REPORTS

1. Development Committee (Chair, Council member Monica Vernon)
2. Finance & Administrative Services Committee (Chair, Council member Kris Gulick)
3. Flood Recovery Committee (Chair, Council member Don Karr)
4. Infrastructure Committee (Chair, Council member Chuck Swore)
5. Public Safety Committee (Chair, Council member Justin Shields)

CITY MANAGER COMMUNICATIONS AND DISCUSSION

COUNCIL COMMUNICATIONS AND DISCUSSION

***Note: During this portion of the meeting Council Members may bring forward communications, concerns and reports on various matters and may discuss the items specifically listed:**

1. Mayor Corbett:
2. Council member Gulick:
3. Council member Karr:
4. Council member Olson:
5. Council member Poe:
6. Council member Shey:
7. Council member Shields:
8. Council member Swore:
9. Council member Vernon:

It is the policy of the City of Cedar Rapids that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council public meetings due to a disability as defined under the ADA, please call the City Clerk's Office at (319) 286-5060 at least two (2) business days prior to the scheduled meeting to request an accommodation.

**Weekly agendas for the Regular City Council Meeting, as well as Council meeting minutes, can be viewed at the following web site: www.cedar-rapids.org*



Council Agenda Item Cover Sheet PUBLIC HEARING AND RESOLUTION

Submitting Department: Public Works Department

Presenter at meeting: Rita Rasmussen

Phone Number/Extension: 5807

E-mail Address: r.rasmussen@cedar-rapids.org

Alternate Contact Person: Carol Morgan

Phone Number/Extension: 5092

E-mail Address: c.morgan@cedar-rapids.org

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda **YES Map**

Public Hearing to consider the continuation of the disposition of excess City-owned property by sealed bid, and described as a single family residential property located at 212 9th Street NW.

Resolution to continue the disposition of excess City-owned property by sealed bid, and described as a single family residential property located at 212 9th Street NW. CIP/DID #3302500004-00

Background:

The City of Cedar Rapids acquired this parcel in August of 2013 through the Voluntary Property Acquisition Program. The City received interest from the public to dispose of this property and include the existing structure. As determined by the City Assessor, the most recent assessed value of this single family residential property is \$80,640, which will be the bid price for the sealed bid process.

Before the City can proceed with the disposition of this real estate, in accordance with the Iowa Code, the City Council must hold a public hearing providing the opportunity for public input. Subsequently, the City Council shall vote on a resolution authorizing the disposition by sealed bid or vote not to dispose of this City-owned property.

By disposing of this property, the City will no longer be responsible for the maintenance of the property and will attain the goal of placing this property back on the tax roll.

Action / Recommendation:

If there are no objections during the public hearing, the Public Works Department recommends approving the resolution continuing the disposition of the excess City-owned property located at 212 9th Street NW.

Alternative to the Recommendation:

Continue to maintain the property and opt not to receive the benefit of property taxes on this parcel, or demolish the structure and sell the vacant lot.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): n/a

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Does not fit the criteria, therefore, does not apply.

Recommended by Council Committee: Yes ☒ No ☐ N/A ☐

Explanation (if necessary): Recommended by Flood Recovery Committee

RESOLUTION NO.

RESOLUTION TO CONTINUE THE DISPOSITION OF EXCESS CITY-OWNED PROPERTY
BY SEALED BID

WHEREAS, the City of Cedar Rapids City Council has determined it is in the public interest to dispose of excess City-owned property acquired through the Voluntary Property Acquisition Program and described as:

A single family residential property located at 212 9th Street NW
, and

WHEREAS, on December 17, 2013 at the Council Chambers, 3rd Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa, the Cedar Rapids City Council, after notice as required by law, held a public hearing to consider the disposition of said property,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City Council hereby authorizes the continuation of the disposition of said excess City-owned property by sealed bid.

Passed this 17th day of December, 2013.





Council Agenda Item Cover Sheet PUBLIC HEARING AND RESOLUTION

Submitting Department: Public Works Department

Presenter at meeting: Rita Rasmussen
E-mail Address: r.rasmussen@cedar-rapids.org

Phone Number/Extension: 5807

Alternate Contact Person: Carol Morgan
E-mail Address: c.morgan@cedar-rapids.org

Phone Number/Extension: 5092

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda **YES Map**

Public Hearing to consider the continuation of the disposition of structures on a City-owned parcel at 4514 C Avenue NE.

Resolution to continue the disposition of structures on a City-owned parcel at 4514 C Avenue NE.
CIP/DID #52-14-007

Background:

The City acquired this parcel in October of 2013 in order to accommodate the Collins Road NE from Twixt Town Road to F Avenue reconstruction project. The City is seeking to dispose of the existing structures only, and offer them for sale by sealed bid to the public for a period of 45 days. Any structures not sold through the sealed bid process will be demolished, and the City will retain the bare lot required for the project. City Staff attended a neighborhood meeting and received support for the removal of the structures.

By disposing of these structures, the City will no longer be responsible for the maintenance and utility costs, and the structures can be privately removed and relocated.

Action / Recommendation:

If there are no objections during the public hearing, the Public Works Department recommends approving the resolution continuing the disposition of these structures.

Alternative to the Recommendation:

Continue to be responsible for maintenance and utilities and demolish the structures at a later date.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): n/a

Local Preference Policy Applies ☐ Exempt ☒

Explanation: This does not fit the criteria outlined in the policy and therefore, does not apply.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

RESOLUTION TO CONTINUE THE DISPOSITION OF STRUCTURES ON
A CITY-OWNED PARCEL

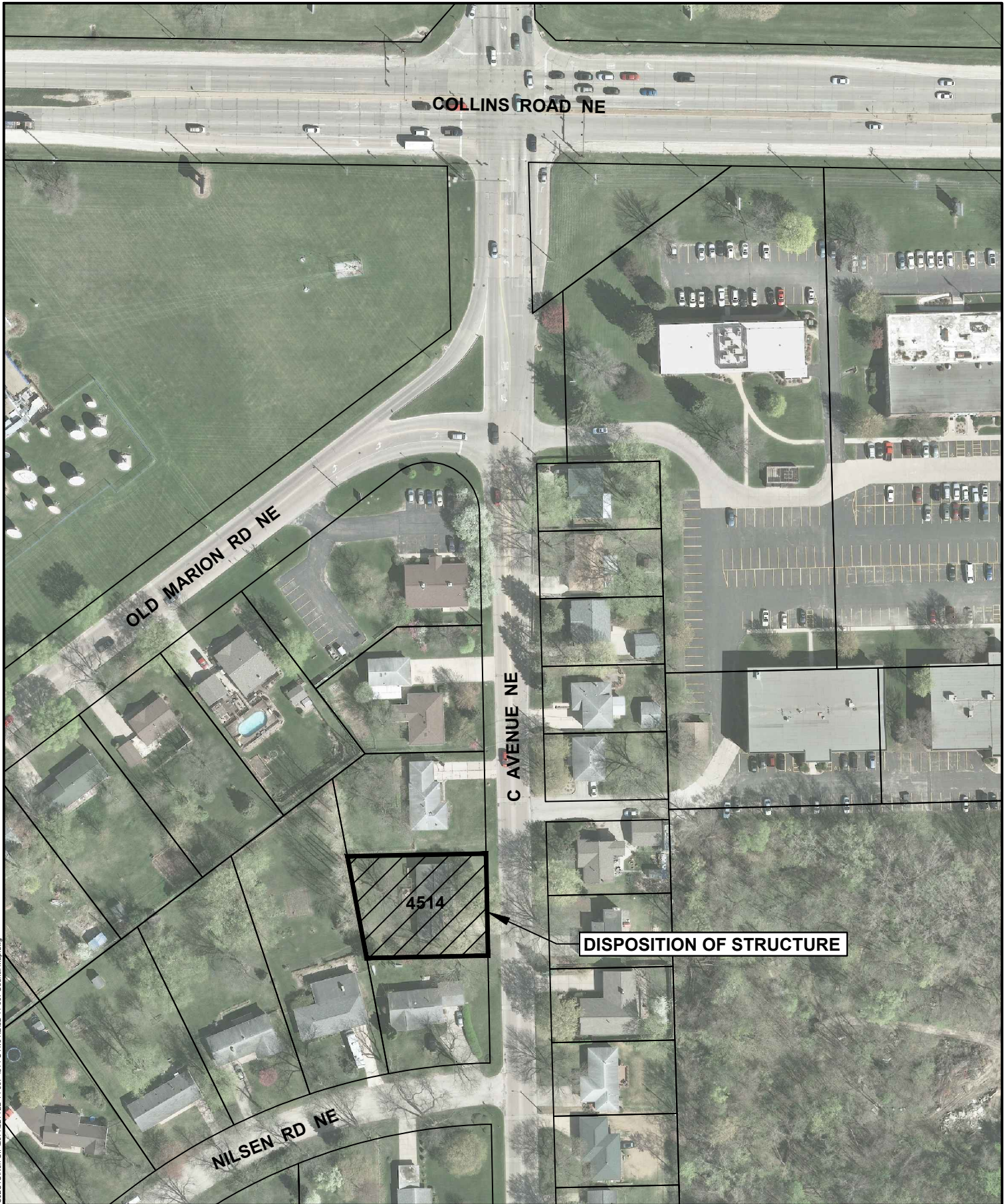
WHEREAS, the City of Cedar Rapids City Council has determined it is in the public interest to dispose of excess structures on a City-owned parcel described as:

Structures on parcel at 4514 C Avenue NE
, and

WHEREAS, on December 17, 2013 at the Council Chambers, 3rd Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa, the Cedar Rapids City Council, after notice as required by law, held a public hearing to consider the disposition of said property,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City Council hereby authorizes the continuation of the disposition of said City-owned property.

Passed this 17th day of December, 2013.



Cadd File Name: W:\PROJECTS\Non-CIP\2014\52-14-007-4514 C Ave NE\52-14-007-4514 C Ave NE\52-14-007 Council Map.dwg



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Seth Gunnerson

Phone Number/Ext: 319 286-5129

Email: s.gunnerson@cedar-rapids.org

Alternate Contact Person: Thomas Smith

Phone Number/Ext: 319 286-5161

Email: t.smith@cedar-rapids.org

Description of Agenda Item: ☐ Ordinance ☒ Public Hearing ☐ Regular Agenda

A public hearing will be held to consider amending Chapter 32 of the Municipal Code, the Zoning Ordinance to create a Kingston Village Overlay District with design standard and guidelines applicable to new multi-family and commercial development applications and building permits within the overlay district, and to clarify requirements for review of proposed signage and establishing a timeline for review by all Design Review Technical Advisory Committees. CIP/DID #865258

Background:

At the November 21, 2013 City Planning Commission Meeting, staff presented a recommended ordinance to update Section 32.03.010.C of the City Code to establish a new Design Review Overlay District and make two modifications that would apply to all Design Review Overlay Districts. City Planning Commission unanimously recommended approval of the ordinance.

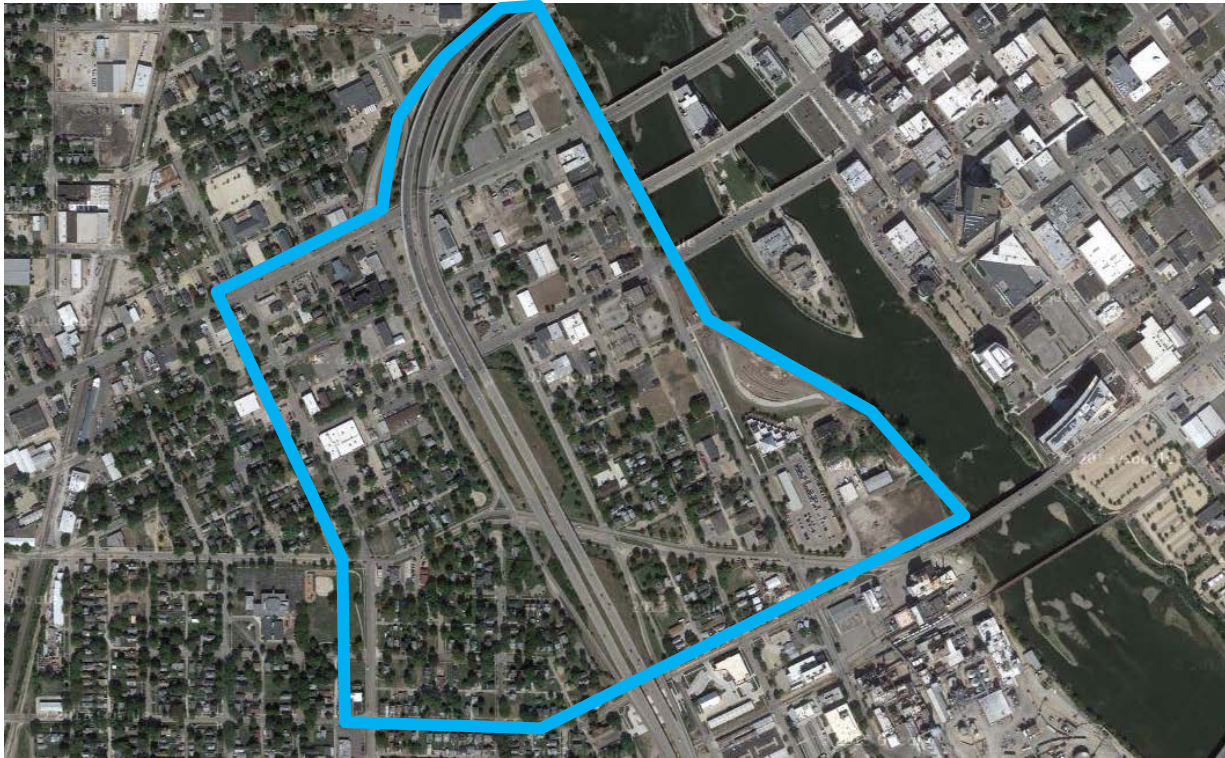
The recommendations were presented to the City Council's Development Committee on October 23, 2013 and recommended for review by the City Planning Commission. Input on the recommendations has been gathered from stakeholders in the Kingston Village planning area, the Developer's Council and from representatives from sign companies in Cedar Rapids.

The establishment of a design review overlay district to provide stakeholders with input on future development projects within the neighborhood was a key recommendation of the 2013 Kingston Village Plan.

The proposed ordinance makes the following modifications to Chapter 32 of the Municipal Code (the Zoning Ordinance)

1. Establishment of a Kingston Village Overlay (KV-O) District to guide future development of the Kingston Village District. This District will have similar guidelines and requirements as the existing Czech Bohemia Overlay District (CB-O)
2. Establishment of a Design Review Technical Advisory Committee (DRTAC) to review requests within the KV-O District.
3. Allow Sign Permits to be reviewed by the DRTAC in all overlay districts.
4. Establish timeline for review of cases by the DRTAC

The boundaries for the proposed Kingston Village Overlay District are the same as the study area for the Kingston Village Plan, and are shown on the map below.



Proposed KV-O Boundaries

Action / Recommendation:

City staff recommends setting the public hearing.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: N/A

Estimated Presentation Time: 5 minutes

Budget Information (if applicable):

N/A

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☒ No ☐ N/A ☐

Explanation (if necessary):

The Development Committee recommended approval of the proposed ordinance at its October 23, 2013 meeting. The City Planning Commission reviewed the proposed ordinance on November 21, 2013 and recommended approval.

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 32 OF THE MUNICIPAL CODE, THE ZONING ORDINANCE TO CREATE A KINGSTON VILLAGE OVERLAY DISTRICT WITH DESIGN STANDARD AND GUIDELINES APPLICABLE TO NEW MULTI-FAMILY AND COMMERCIAL DEVELOPMENT APPLICATIONS AND BUILDING PERMITS WITHIN THE OVERLAY DISTRICT, AND TO CLARIFY REQUIREMENTS FOR REVIEW OF PROPOSED SIGNAGE AND ESTABLISHING A TIMELINE FOR REVIEW BY ALL DESIGN REVIEW TECHNICAL ADVISORY COMMITTEES.

WHEREAS, Ordinance No. 006-12, dated and approved February 14, 2012, established a Czech Bohemia Overlay District to guide future development in the Czech Village and New Bohemia areas of Cedar Rapids, and

WHEREAS, Ordinance 052-12, dated and approved August 18, 2012, established an Ellis Boulevard Overlay district to guide future development along Ellis Boulevard NW, and

WHEREAS, the 2013 Kingston Village Plan, adopted by Council Resolution 0810-05-13, called for the establishment of a Design Review Overlay District to guide future development in the Kingston Village area of Cedar Rapids, and

WHEREAS, the proposed amendment to Chapter 32 of the Municipal Code combines duplicative text between existing and proposed overlay districts and clarifies the roles and responsibilities of the Design Review Technical Advisory Committee within each overlay district, and

WHEREAS, the City Planning Commission reviewed the proposed amendment on November 21, 2013 and recommended it for approval;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, as follows:

Section 1. That Chapter 32, the Zoning Ordinance, is hereby amended by deleting Section 32.03.010.C.6 – Czech Bohemia Overlay District, and the following Section 32.03.010.C.6 here is hereby adopted in lieu of:

6. Design Review Overlay Districts
 - a. Intent and Overview

The City Council finds that certain areas of the community contain unique architecture and development patterns which are not found elsewhere in Cedar Rapids. In order facilitate development and reconstruction in a consistent, compatibly scaled format and intensity with respect to the surrounding area, the following regulations are established.

The purpose of the below established overlay districts is to ensure that future development and reconstruction within an established district is compatible with the unique character of each district. Each of the Design Review Overlay Districts created by this section is created in order to:

- Create uniform zoning requirements ensuring new construction and rehabilitation of existing properties is consistent with existing or intended development for each district.
- Establish a Design Review Technical Advisory Committee (DRTAC) for each overlay district which shall review proposed projects and provide comments and recommendations on applicable standards and guidelines to improve the quality of development.

TABLE 32.03-2: REFERENCE OF DESIGN REVIEW OVERLAY DISTRICT REQUIREMENTS

Section	Description
32.03.010.C.6.a	Describes intent and purpose of Design Review Overlay Districts
32.03.010.C.6.b	Describes the role and procedures for each Design Review Technical Advisory Committee (DRTAC) for each overlay district
32.03.010.C.6.c	Lists the development requirements within each established Design Review Overlay District

b. Development Review Technical Advisory Committee

For each established Design Review Overlay District, a Design Review Technical Advisory Committee (DRTAC) is hereby created.

i. Membership and duties

Each DRTAC shall consist of 5 or 7 members to be appointed by the Mayor upon the advice and consent of the City Council. Members shall serve for terms of up to 3 years. The intent of the DRTAC is to establish a diverse committee for each district, such as land owners, residents, business owners, developers, architects, and others from similar related professional fields.

ii. Scope

The DRTAC Standards and Guidelines shall apply to new construction, additions to existing buildings and/or the exterior rehabilitation of buildings located within the boundaries of each Design Review Overlay District that are submitted after January 24, 2012.

Design Review Overlay District Standards and Guidelines shall not apply to single or two-family dwellings.

iii. Role and Duties

Each DRTAC shall examine applications for:

- (A) Rezoning
- (B) Preliminary Site Development Plans
- (C) Conditional Uses
- (D) Variances
- (E) Building Permits which involve either: new construction, the expansion of an existing building, or the alteration of the exterior of a building.

- (F) Sign Permits which establish a new sign, alter the size, materials, or type of an existing sign, or convert an existing sign to a digital display.

- iv. Meeting Schedule

In order to facilitate the timely review of applications, each district DRTAC shall establish a regular meeting schedule which shall be made available to the public.

- v. Application Procedure

- (A) Application Requirements

Applications shall be submitted in accordance with the procedures established in Section 32.02 of this Ordinance. The Site Development Plan shall meet any requirements established for the Design Review Overlay District in which it is located in addition to the application requirements of Section 32.02. Incomplete applications may not be reviewed

- (B) Staff Review

Staff shall identify applications which are located within a Design Review Overlay District as established in Section 32.03.C.6.c of this code. Applications shall be reviewed by staff to ensure compliance with the Standards and Guidelines for the district in which it is located. Applications requiring review by a DRTAC shall be forwarded to the Committee and reviewed within the timeline established in Section 32.03.C.6.b.v.(C) of this Ordinance.

- (C) Timeline for Review

- (1) Administratively Reviewed Applications

For applications which are approved by staff and do not require a public hearing, the DRTAC shall complete a review and then provide comments to the applicant within 10 business days of an application being forwarded to the Committee.

- (2) Applications Requiring a Public Hearing

For applications which require a hearing in front of the Board of Adjustment, City Planning Commission or the City Council, the DRTAC shall complete a review of the project and then provide comments to the approving or recommending body prior to the public meeting.

- (3) Lack of Review

Applications which are deemed complete and not reviewed by a DRTAC within the timeframe established above shall be forwarded to the appropriate recommending or approving body without comment.

- c. Design Review Overlay Districts Created

The following Design Review Overlay Districts are hereby created:

i. Czech-Bohemia (CB-O) Overlay District

The Czech Bohemia Overlay ("CB-O") District is hereby created. The City Council finds that the CB-O District contains unique architecture that illustrates the history of urban development in the core of Cedar Rapids. The CB-O District contains a wide variety of architectural styles which reflect the first Czech settlements in Cedar Rapids, the Third Street commercial area, Czech Village, and the historic residential areas of the Oak Hill Jackson and the Czech Village neighborhoods. The purposes of the CB-O District are to ensure that the future development and reconstruction of commercial and multi-family buildings is compatible with the unique character of the CB-O District and to preserve its economic viability.

(A) *District Boundaries*

The CB-O District shall be an overlay for the entire area designated in Figure 32.03-1

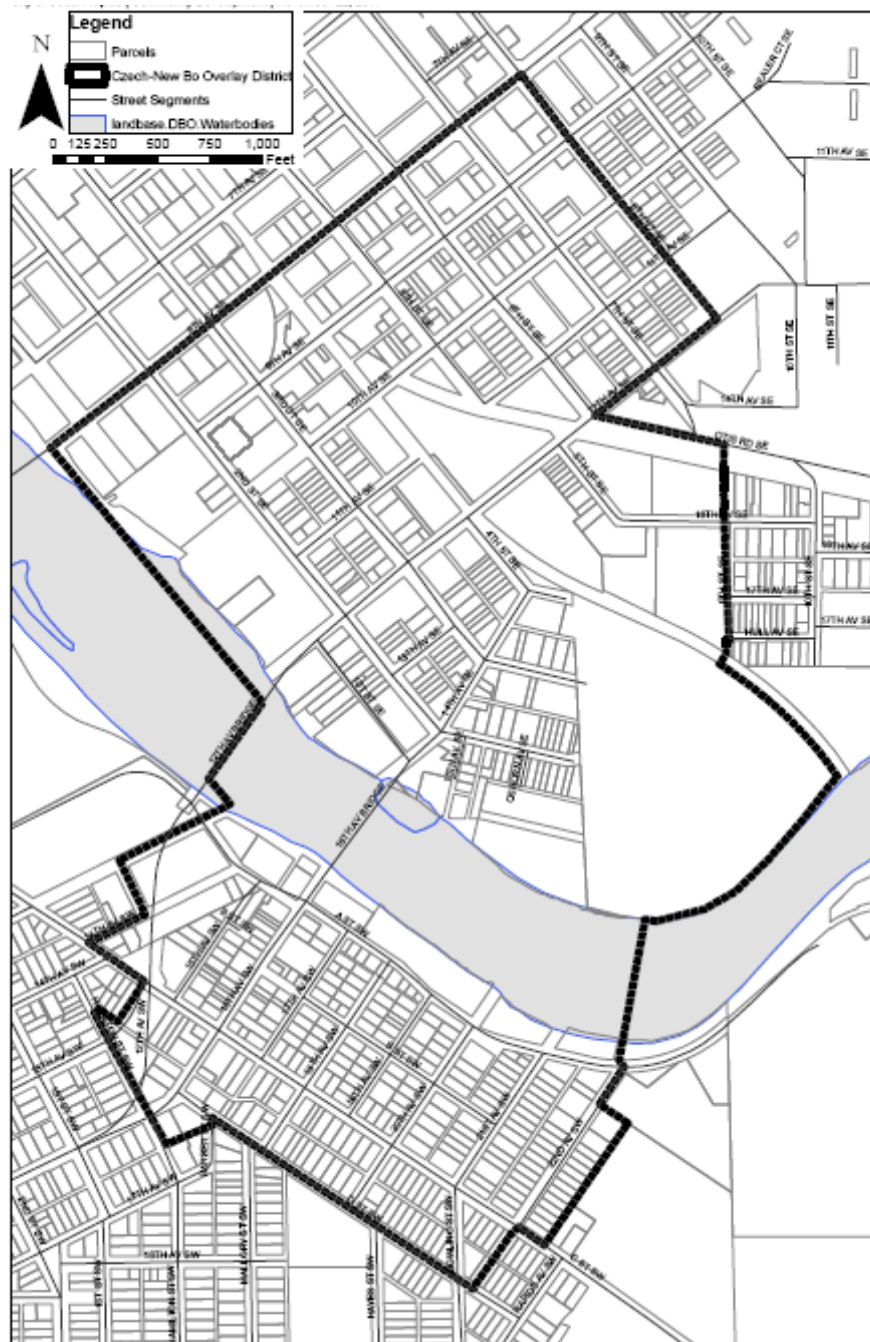


Figure 32.03-1 – Czech Bohemia Overlay District Boundaries

(B) *CB-O District Standards and Guidelines*

All new construction, additions to existing buildings and/or the exterior rehabilitation of buildings located within the boundaries of the CB-O District shall meet the following Standards and Guidelines:

(1) *Site Development Plan*

A site development plan and building elevations shall be required as part of the approval of a development project within the CB-O District. The

site development plan shall comply with all provisions of this Ordinance.

(2) *Size, Form and Volume*

- (a) Facade heights for new buildings and additions must fall within the height range of the surrounding block.
- (b) Floor-to-floor heights for new buildings and additions shall appear similar to those within the range of the surrounding block.
- (c) Proposed facades wider than the established historic range of the block upon which the proposed development is to be located may be permitted, but design features shall be included to mimic traditional building widths of 50 feet or less. Changes in facade material, building height, window style or architectural detail are examples of techniques that may be permitted to break up a facade.

(3) *Building Orientation and Parking*

- (a) Commercial buildings shall be constructed to the edge of the sidewalk with zero setbacks.
- (b) Multi-family buildings shall be constructed with setbacks that lie within the established setback range of the block.
- (c) Principal building entrances shall be a prominent feature of the building's facade and should face the primary street serving the development.
- (d) Parking should be located behind buildings when feasible. Parking lots adjacent to sidewalks are discouraged.

(4) *Architectural Details*

All new construction shall include architectural facade elements and composition as follows:

- (a) The facade should have a vertical orientation and maintain the traditional proportions of height and width found in existing historic buildings in the CB-O District.
- (b) The top edge of the building shall be defined by a cornice line or similar articulation.
- (c) Windows and doors shall be located, spaced and aligned on the building facade in a manner consistent with the established context of the block.
- (d) The sizes of windows and doors shall be consistent with the proportions of historic buildings in the District.
- (e) Highly reflective, opaque or darkly tinted glass shall not be used for windows or doors.

(5) *Building Materials*

- (a) All new construction shall use compatible and traditional building materials such as brick, limestone and metalwork. A creative mix of materials consistent with the historic character of the area may be considered.
- (b) Materials shall be used in a manner that incorporates architectural details, complementary textures and small scale elements, especially on the first floor of the primary facade.

(6) *Signage*

- (a) New signage shall respect the size, scale and design of the building to which it is attached, and the buildings of the surrounding District.
- (b) New signage shall not obscure significant architectural details of a historic structure.
- (c) Acceptable forms of signage include signs integrated into or affixed flat against a building facade, wall signs, projecting signs and monument signs. Other types of signage may be considered if compatible with the unique character of the District.

ii. Ellis Area Overlay District (EA-O)

The Ellis Area Overlay ("EA-O") District is hereby created. The City Council finds that the EA-O District represents a unique neighborhood boulevard containing a mix of uses including single-family homes, multi-family dwellings, commercial and public uses. The District's character illustrates the development of a traditional near-downtown neighborhood that evolved from the turn of the last century through the 1960s and beyond with a range of styles of worker housing and neighborhood-oriented commercial uses. The purposes of the EA-O District are to ensure that the future development and reconstruction of commercial, mixed use and multi-family buildings is compatible with the unique character of the EA-O District and to preserve its economic viability.

(A) *District Boundaries*

The EA-O District shall be an overlay for the entire area designated in Figure 32.03-2



Figure 32.03-2 Ellis Boulevard Overlay District

(B) *EA-O District Standards and Guidelines*

All new construction, additions to existing buildings and/or the exterior rehabilitation of buildings located within the boundaries of the EA-O District shall meet the following Standards and Guidelines:

(1) *Site Development Plan*

A site development plan and building elevations shall be required as part of the approval of a development project within the EA-O District. The site development

plan shall comply with all provisions of this Ordinance.

(2) *Size, Form and Volume*

- (a) Facade heights for new buildings and additions must fall within the height range of the surrounding block, and shall not exceed three stories.
- (b) Floor-to-floor heights for new buildings and additions shall appear similar to those within the range of the surrounding block.
- (c) Proposed facades wider than the established historic range of the block upon which the proposed development is to be located may be permitted, but design features shall be included to mimic traditional building widths of 50 feet or less. Changes in facade material, building height, window style or architectural detail are examples of techniques that may be permitted to break up a facade.

(3) *Building Orientation and Parking*

- (a) The street frontage setback for commercial buildings shall be a maximum of five (5) feet, and sidewalk connections to front entrances shall be provided.
- (b) The street frontage setback for multi-family buildings shall fall between a minimum of zero (0) feet and a maximum consistent with the established setback range of the block.
- (c) Principal building entrances shall be a prominent feature of the building's facade and should face the primary street serving the development.
- (d) Off-street parking shall be located behind buildings. New parking lots shall not be located at the street frontage adjacent to sidewalks. Parking access shall be from adjoining secondary streets or from an alley. New driveways accessing Ellis Boulevard shall not be permitted.

(4) *Architectural Details*

All new construction shall include architectural facade elements and composition as follows:

- (a) The facade should reference elements of mid-20th century design and architecture, such as the use of flat roofs; large windows; and simple, geometric architectural details.
- (b) The use of low fencing for residential lots, such as pickets, is encouraged in order to provide a neighborhood character reflective of the traditional mid-20th century.
- (c) Windows and doors shall be located, spaced and aligned on the building facade

in a manner consistent with the established context of the block.

- (d) The sizes of windows and doors shall be consistent with the proportions of historic buildings in the District.

(5) *Building Materials*

- (a) All new construction shall use compatible and traditional building materials such as brick, wood siding, concrete block and glass block. A creative mix of materials consistent with the character of the area may be considered.
- (b) Materials shall be used in a manner that incorporates architectural details, complementary textures and small scale elements, especially on the first floor of the primary facade.

(6) *Signage*

- (a) New signage shall respect the size; scale and design of the building to which it is attached, and the buildings of the surrounding District.
- (b) New signage shall not obscure significant architectural details of a historic structure.
- (c) Acceptable forms of signage include signs integrated into or affixed flat against a building facade, wall signs, projecting signs and monument signs. Other types of signage may be considered if compatible with the unique character of the District.

iii. Kingston Village Overlay District (KV-O)

The Kingston Village Overlay ("KV-O") District is hereby created. The City Council finds that the Kingston Village represents a unique and historic district in Cedar Rapids transitioning into a mixed use community. The KV-O District contains a mix of architectural styles and building types representing development from the early 20th century to modern architectural styles. Particular care should be taken to preserve the Historic 3rd Avenue SW corridor with infill construction which compliments the existing historic structures. Development elsewhere within the KV-O may be more eclectic in style, but shall meet the design requirements set forth in this section. The 2013 Kingston Village Plan shall serve as a reference to help guide future land use decisions in the area.

The purpose of the KV-O is to ensure that future development and reconstruction of commercial, multi-family, and mixed use buildings is compatible with the unique character of the Kingston Village District and to preserve the Kingston Village as a viable commercial corridor.

(A) *District Boundaries*

The KV-O District shall be an overlay for the entire area designated in Figure 32.03-3

Kingston Village Overlay District



Figure 32.03-3 Kingston Village Overlay District

(B) *KV-O District Standards and Guidelines*

All new construction, additions to existing buildings and/or the exterior rehabilitation of buildings located within the boundaries of the KV-O District shall meet the following Standards and Guidelines:

(1) *Site Development Plan*

A site development plan and building elevations shall be required as part of the approval of a development project within the CB-O District. The site development plan shall comply with all provisions of this Ordinance.

(2) *Size, Form and Volume*

- (a) Facade heights for new buildings and additions must fall within the height range of the surrounding block.
- (b) Floor-to-floor heights for new buildings and additions shall appear similar to those within the range of the surrounding block.
- (c) Proposed facades wider than the established historic range of the block upon which the proposed development is to be located may be permitted, but design features shall be included to mimic traditional building widths of 50 feet or less. Changes in facade material, building height, window style or architectural detail are examples of techniques that may be permitted to break up a facade.

(3) *Building Orientation and Parking*

- (a) Commercial buildings shall be constructed to the edge of the sidewalk with zero setbacks.
- (b) Multi-family buildings shall be constructed with setbacks that lie within the established setback range of the block.
- (c) Principal building entrances shall be a prominent feature of the building's facade and should face the primary street serving the development.
- (d) Parking should be located behind buildings when feasible. Parking lots adjacent to sidewalks are discouraged.

(4) *Architectural Details*

All new construction shall include architectural facade elements and composition as follows:

- (a) The facade should have a vertical orientation and maintain the traditional proportions of height and width found in existing historic buildings in the CB-O District.
- (b) The top edge of the building shall be defined by a cornice line or similar articulation.

- (c) Windows and doors shall be located, spaced and aligned on the building facade in a manner consistent with the established context of the block.
 - (d) The sizes of windows and doors shall be consistent with the proportions of historic buildings in the District.
 - (e) Highly reflective, opaque or darkly tinted glass shall not be used for windows or doors.
- (5) *Building Materials*
- (a) All new construction shall use compatible and traditional building materials such as brick, limestone and metalwork. A creative mix of materials consistent with the historic character of the area may be considered.
 - (b) Materials shall be used in a manner that incorporates architectural details, complementary textures and small scale elements, especially on the first floor of the primary facade.
- (6) *Signage*
- (a) New signage shall respect the size, scale and design of the building to which it is attached, and the buildings of the surrounding Overlay District.
 - (b) New signage shall not obscure significant architectural details of a historic structure.
 - (c) Acceptable forms of signage include signs integrated into or affixed flat against a building facade, wall signs, projecting signs and monument signs. Other types of signage may be considered if compatible with the unique character of the District.

Section 2. That Chapter 32, the Zoning Ordinance, is hereby amended by deleting Section 32.03.010.C.6 – Ellis Area Overlay District,

Section 3. Separability of Provisions. It is the intention of the Council that each section, paragraph, sentence, clause, and provision of the Ordinance is separable, and, if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof than that affected by such decision.

Section 4. That all ordinances or parts of ordinances in conflict herewith are repealed.

Section 5. That the afore described Amended Chapter 32 shall be included as part of the replacement pages of the Municipal Code, City of Cedar Rapids, Iowa, and made a part of said Code as provided by law.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Introduced this 17th of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: 12-17-13

Submitting Department: Finance – Purchasing Services Division

Presenter at meeting: John Riggs

Phone Number/Ext: 5981

Email: j.riggs@cedar-rapids.org

Alternate Contact Person:

Phone Number/Ext:

Email:

Description of Agenda Item:

A public hearing will be held to consider the proposed specifications, form of contract and estimated cost for the Environmental Remediation and Demolition Services for Flood Damaged Structures and Parcels project (Estimate of cost is \$203,000). (John Riggs)

- a. Resolution adopting specifications, form of contract and estimated cost for the Environmental Remediation and Demolition Services for Flood Damaged Structures and Parcels Project (**FLOOD**). CIP/DID #1113-089

Background:

The Work to be performed under this project is to provide all-inclusive environmental remediation and demolition services for ten (10) flood-damaged parcels consisting of 7 main structures and 7 accessory structures, all funded through the Community Development Block Grant (CDBG) Program. Payment for environmental remediation and demolition services rendered shall be based on a firm fixed price basis.

Action / Recommendation:

Approval of the resolution to adopt specifications and form of contract for the Environmental Remediation and Demolition Services for Flood Damaged Structures and Parcels, #1113-089.

Alternative Recommendation: None

Time Sensitivity:

Must be acted upon December 17, 2013 to maintain the project schedule, which must occur ahead of the project's December 18, 2013 bid opening.

Resolution Date: 12-17-13

Estimated Presentation Time: 2 minutes

Budget Information (if applicable):

Structures in the Greenway Area: 3306200001

Structures in the Construction Study Area: 3306200002

Structures in the Neighborhood Revitalization Area: 3306200003

Local Preference Policy Applies ☐ Exempt ☒

Explanation: CDBG funded project

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, on December 3, 2013 there was filed in the Office of the City Clerk proposed specifications, form of contract and estimated cost for the Environmental Remediation and Demolition Services for Flood Damaged Structures and Parcels project (Contract No. 1113-089) for the City of Cedar Rapids, Iowa, and

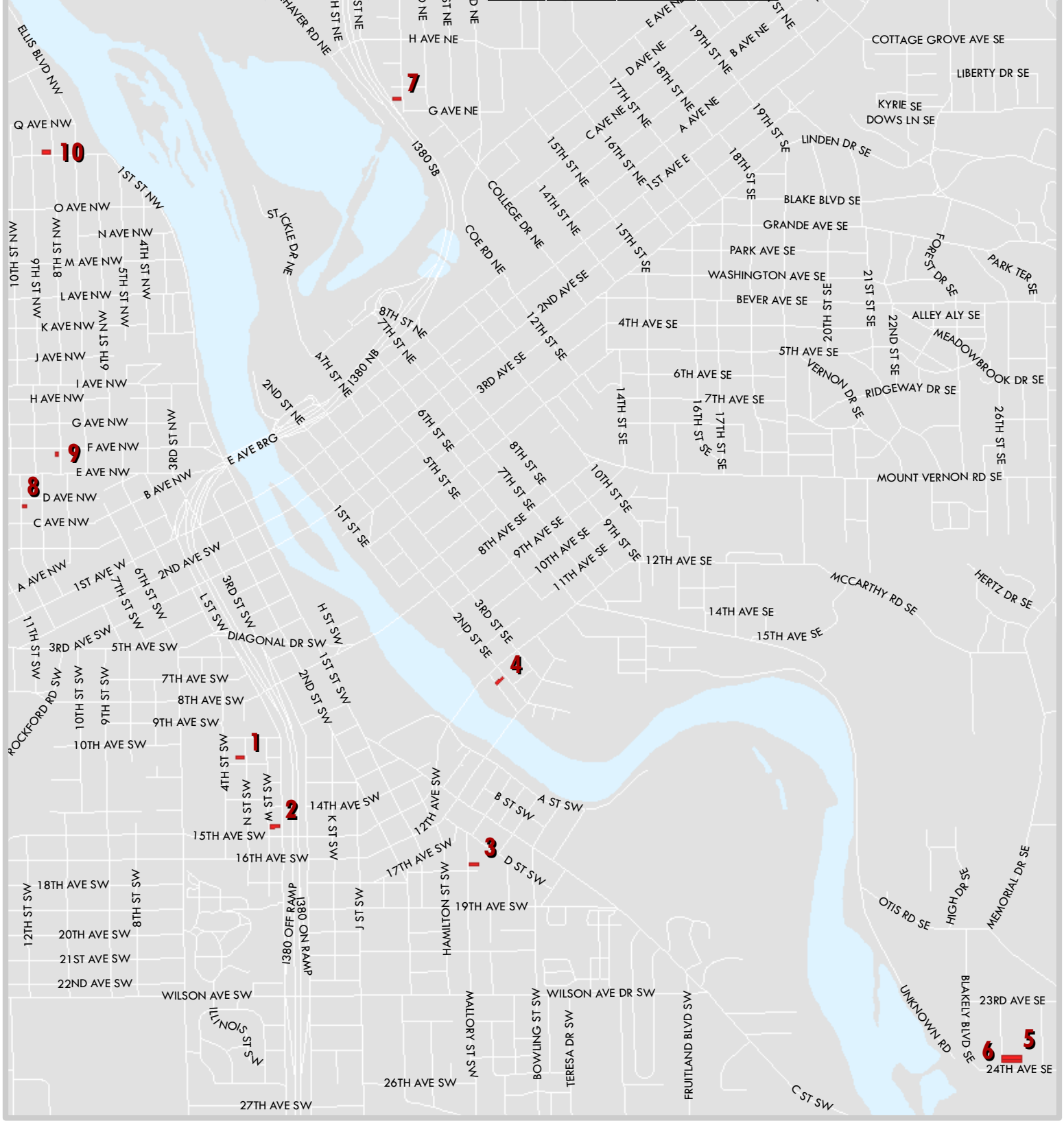
WHEREAS, a public hearing was held, and

WHEREAS, no comments or objections to the specifications, form of contract and estimated cost have been heard, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the specifications, form of contract and estimated cost for said improvement be and the same are hereby adopted.

Passed this 17th day of December, 2013.

Demolition Contract #1113-089 - Address, GPN and Management Area							
	GPN	Address	MGMT Area	CDBG Coding	Structure - Resd. / Comm.	Accessory Structure(s)	Other Information / Formerly Known As;
1	142835201200000	948 N St SW	NR	3306200003		1	Fence
2	143320300200000	1424 L St SW	NR	3306200003	2	1	Misc. Debris, Driveway - House #2 aka 1433 M St SW
3	143310701000000	1791 Mallory St SW	NR	3306200003	1	1	Walk, Deck & Driveway
4	142840601500000	1215 2nd St SE	CA	3306200002	1		Misc. Concrete
5	143530202400000	2386 Rompot St SE	GA	3306200001		1	Misc. Concrete & Debris
6	143530202500000	0 Vacant Land SE	GA	3306200001	0	0	Fence & Misc. Debris - Adjacent to 2386 Rompot St SE
7	141645700300000	815 12th St NE	NR	3306200003	1	1	Driveway, Misc. Concrete & Debris
8	142913200600000	425 10th St NW	NR	3306200003	1		Misc. Concrete
9	142046400100000	803 F Ave NW	NR	3306200003	1	1	Misc. Concrete
10	142012700800000	1700 8th St NW	NR	3306200003		1	White Fence, Misc. concrete & Debris
Totals					7	7	





Council Agenda Cover Sheet

Public Hearing and Resolution

Submitting Department: Public Works Department

Presenter at meeting: Doug Wilson, PE
E-mail Address: d.wilson@cedar-rapids.org

Phone Number/Extension: 5141

Alternate Contact Person: Gary Petersen, PE
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5153

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda **Yes Map**

A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the 76th Avenue SW and Kirkwood Boulevard SW Traffic Signalization project (estimated cost is \$247,000).

Resolution adopting plans, specifications, form of contract and estimated cost for the 76th Avenue SW and Kirkwood Boulevard SW Traffic Signalization project. CIP/DID #3012025-02

Background:

The 76th Avenue SW and Kirkwood Boulevard SW Traffic Signalization project is partially funded with federal aid Iowa Clean Air Attainment Program (ICAAP) funding. The project is for construction of traffic signals at this intersection to improve operation and decrease vehicle emissions, thus improving air quality in Cedar Rapids. This project is in conjunction with the project to be constructed in 2014 converting 76th Avenue SW from Prairie Hawk Drive west to the Prairie High School entrance to a three-lane street. City Council has previously approved the ICAAP agreement.

Action / Recommendation:

The Public Works Department recommends approval of the resolution to adopt plans, specifications, form of contract and estimated cost for the project.

Alternative to the Recommendation: The Council could abandon the project or cancel the agreement with the IDOT and seek an alternative funding source, such as special assessments.

Time Sensitivity: Must be acted upon December 17, 2013 to maintain the project schedule, which must occur ahead of the project's January 22, 2014 bid opening.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): 3012025

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: State Code prohibits local preferences.

Recommended by Council Committee: Yes ☒ No ☐ N/A ☐

Explanation (if necessary):

RESOLUTION NO.

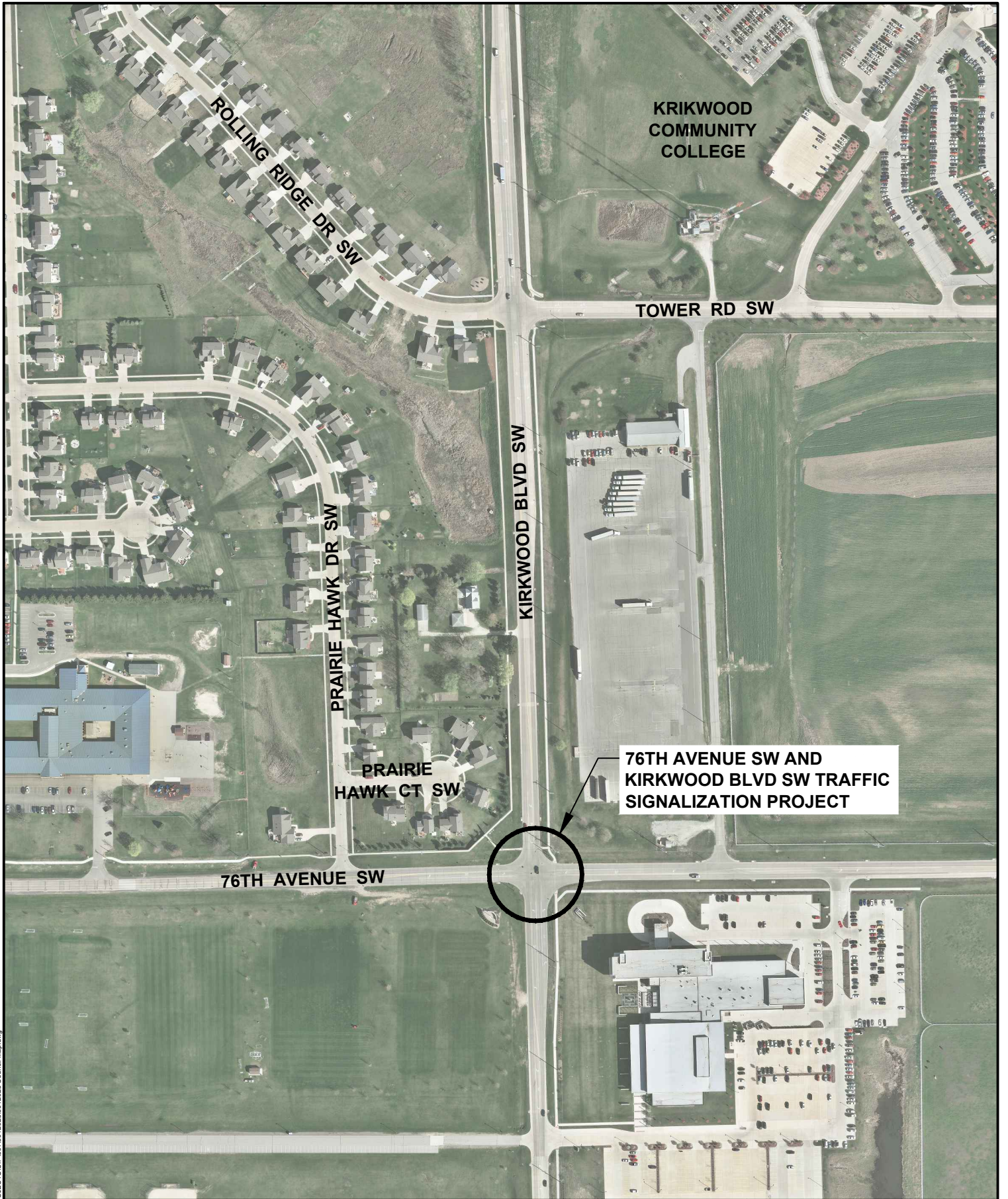
WHEREAS, on December 3, 2013 there was filed in the office of the City Clerk proposed plans, specifications, form of contract and estimated cost for the 76th Avenue SW and Kirkwood Boulevard SW Traffic Signalization project (Contract No. 3012025-02) for the City of Cedar Rapids, Iowa, and

WHEREAS, a public hearing was held, and

WHEREAS, no objections to the plans, specifications, form of contract and estimated cost have been heard, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the plans, specifications, form of contract and estimated cost for said improvements be and the same are hereby adopted.

Passed this 17th day of December, 2013.



Cadd File Name: W:\PROJECTS\CI\3012025\3012025 Council Map.dwg



**76TH AVENUE SW AND KIRKWOOD BOULEVARD SW
TRAFFIC SIGNALIZATION PROJECT**





Council Agenda Cover Sheet

Public Hearing and Resolution

Submitting Department: Public Works Department

Presenter at meeting: Gary Petersen, PE
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5153

Alternate Contact Person: Doug Wilson, PE
E-mail Address: d.wilson@cedar-rapids.org

Phone Number/Extension: 5141

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda **Yes Map**

A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the H Street SW from Diagonal Drive SW to North of 7th Avenue SW Pavement Rehabilitation project (estimated cost is \$120,000).

Resolution adopting plans, specifications, form of contract and estimated cost for the H Street SW from Diagonal Drive SW to North of 7th Avenue SW Pavement Rehabilitation project.
 CIP/DID # 3012072-01

Background:

Resolution No. 1385-08-13, dated August 27, 2013, authorized design services to improve H Street SW to improve the pavement condition and street right-of-way to a similar appearance to the Amphitheater & Festival Grounds project. H Street SW north of Diagonal Drive is a seal coat street without curb and gutter and the concrete approach at Diagonal Drive has substantial joint deterioration. Improvements include adding concrete curb and gutter, pavement repairs, asphalt overlay of existing & repaired pavement(s), backfill, and seeding

Action / Recommendation:

The Public Works Department recommends approval of the resolution to adopt plans, specifications, form of contract and estimated cost for the project.

Alternative to the Recommendation: Repackage bid documents to provide different improvements as directed by Council.

Time Sensitivity: Must be acted upon December 17, 2013 to maintain the project schedule, and which must occur ahead of the project's December 18, 2013 bid opening.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): CIP No. 3012072: \$120,000

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Chapter 26 of the Code of Iowa requires construction of highway, bridge, or culvert improvements to be awarded to the lowest responsive, responsible bidder

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

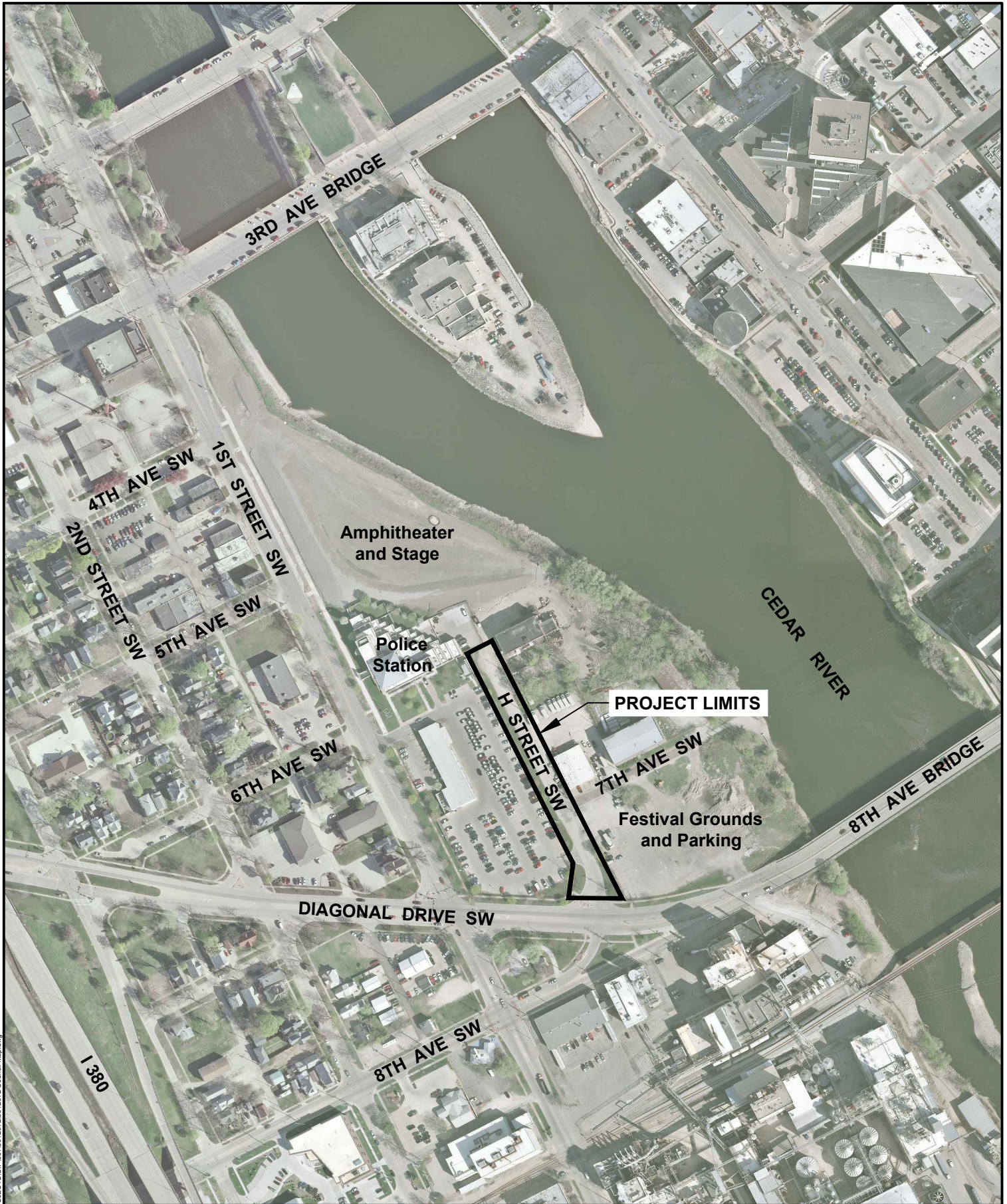
WHEREAS, on December 3, 2013 there was filed in the Office of the City Clerk proposed plans, specifications, form of contract and estimated cost for the H Street SW from Diagonal Drive SW to North of 7th Avenue SW Pavement Rehabilitation project (Contract No. 3012072-01) for the City of Cedar Rapids, Iowa, and

WHEREAS, a public hearing was held, and

WHEREAS, no comments or objections to the plans, specifications, form of contract and estimated cost have been heard, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the plans, specifications, form of contract and estimated cost for said improvement be and the same are hereby adopted.

Passed this 17th day of December, 2013.



Cadd File Name: W:\PROJECTS\CI\3012072\3012072 Cover Map.dwg



**H STREET SW FROM DIAGONAL DRIVE SW
TO NORTH OF 7TH AVENUE SW
PAVEMENT REHABILITATION**





Council Agenda Cover Sheet

Public Hearing and Resolution

Submitting Department: Public Works Department

Presenter at meeting: Dave Wallace, PE
E-mail Address: d.wallace@cedar-rapids.org

Phone Number/Extension: 5814

Alternate Contact Person: Scott Sovers, PE
E-mail Address: s.rovers@cedar-rapids.org

Phone Number/Extension: 5547

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda **Yes Map**

A public hearing will be held to consider the proposed plans, specifications, form of contract and estimated cost for the Indian Creek Trunk Sanitary Sewer Segment 2 – Phase 2 Reconstruction project (estimated cost is \$2,840,000).

Resolution adopting plans, specifications, form of contract and estimated cost for the Indian Creek Trunk Sanitary Sewer Segment 2 – Phase 2 Reconstruction project. CIP/DID #655625-05

Background: The purpose of this project is to increase capacity of Indian Creek trunk sanitary sewer to accommodate present needs and future growth. The available funding for this activity is \$3,817,000. This project is entitled Indian Creek Trunk Sanitary Sewer Segment 2 – Phase 2 Reconstruction and subject to receipt of acceptable bids, construction is scheduled to begin in the winter of 2014 and be completed in spring of 2015.

This project is a joint venture project between Linn County and the cities of Cedar Rapids, Marion, Hiawatha and Robins.

Action / Recommendation:

The Public Works Department recommends approval of the resolution to adopt plans, specifications, form of contract and estimated cost for the project.

Alternative to the Recommendation:

Alternatives includes deferring the project to a future time or not proceeding with the project.

Time Sensitivity: Must be acted upon December 17, 2013 to maintain the project schedule, and which must occur ahead of the project's January 8, 2014 bid opening.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): 655625-03 total funding: \$3,817,000 (Cedar Rapids: \$1,304,848, Marion: \$1,154,232, Hiawatha: \$595,976, Robins: \$761,944, Linn County: \$0). Funding split per multi-jurisdictional agreement (Cedar Rapids Resolution 0827-10-08)

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Chapter 26 of the Code of Iowa requires public improvement projects to be awarded to the lowest, responsive, responsible bidder.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

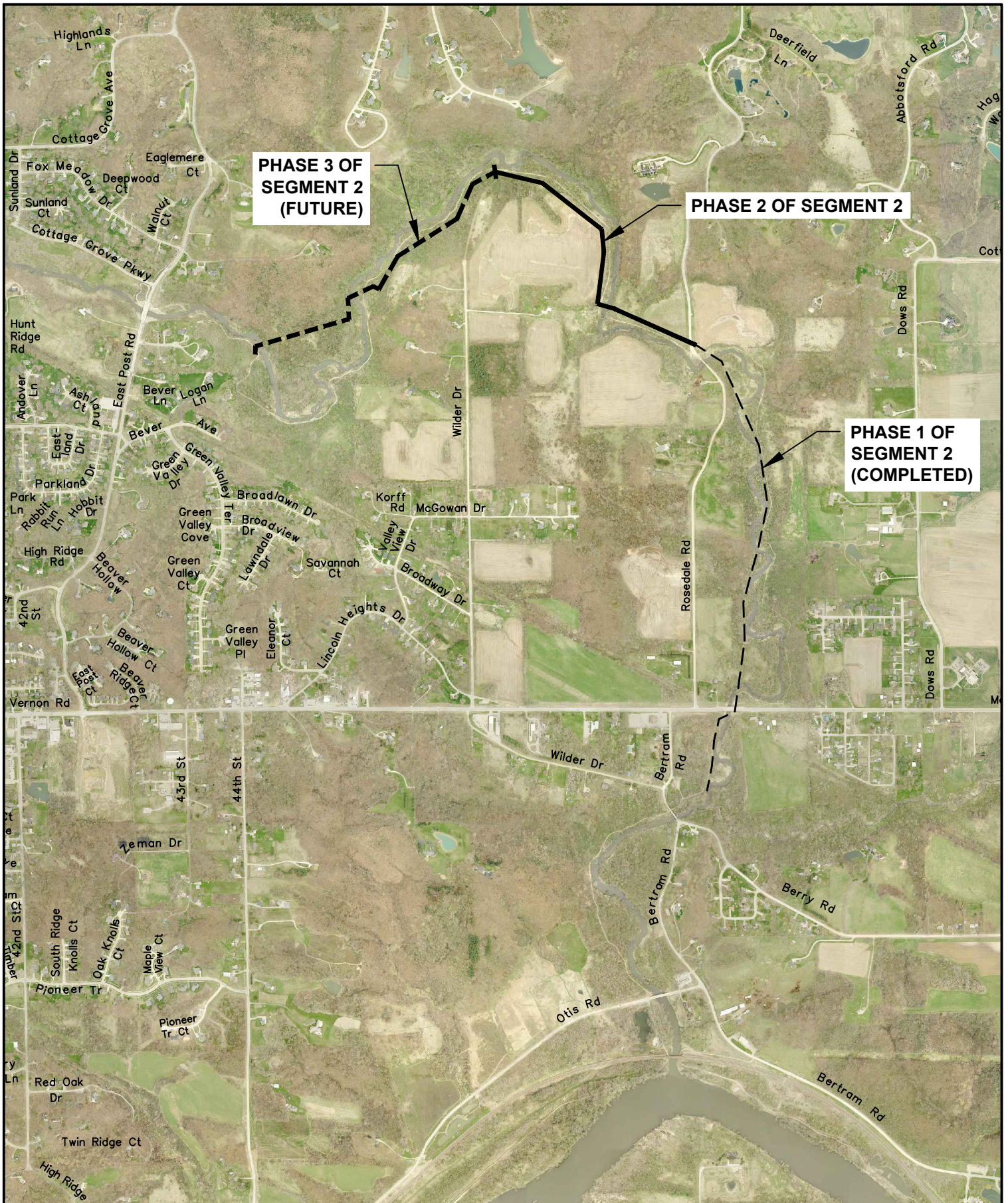
WHEREAS, on December 3, 2013 there was filed in the Office of the City Clerk proposed plans, specifications, form of contract and estimated cost for the Indian Creek Trunk Sanitary Sewer Segment 2 – Phase 2 Reconstruction project (Contract No. 655625-05) for the City of Cedar Rapids, Iowa, and

WHEREAS, a public hearing was held, and

WHEREAS, no comments or objections to the plans, specifications, form of contract and estimated cost have been heard, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the plans, specifications, form of contract and estimated cost for said improvement be and the same are hereby adopted.

Passed this 17th day of December, 2013.





PUBLIC HEARING Item Cover Sheet

☐ **Consent Agenda**

☒ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities - Water

Presenter at meeting: Steve Hershner **Phone No.:** 5281 **E-mail:** stevehe@cedar-rapids.org

Alternate Contact: Andrew Lundy **Phone No.:** 5968 **E-mail:** a.lundy@cedar-rapids.org

Description of Agenda Item:

A Public Hearing will be held to consider the proposed plans, specifications, form of contract, estimated cost for the J Avenue Water Treatment Plant Process Improvements – Phase 1 project (estimated cost is \$7,060,000). (Steve Hershner)

- a. Resolution adopting plans, specifications, form of contract and estimated cost for the J Avenue Water Treatment Plant Process Improvements – Phase 1 project. CIP/DID #6250026-02

Background:

The J Avenue Water Treatment plant was originally constructed in 1929. Additions were made to the plant in 1949, 1969, and 2009. Sound maintenance practices have kept the plant in good operating condition throughout its service life. However, the plant is starting to experience age related issues that are not readily correctable through preventative maintenance. There is also the issue of technological obsolescence. Although the existing treatment processes continue to deliver high quality drinking water to the citizens of Cedar Rapids, current technologies may create the same quality of water while using less energy, chemicals, and manpower.

A study of the J Avenue Water Treatment Plant was completed by Strand Associates, Inc. in the fall of 2011. This study was finalized in a report dated October 2011. The report detailed alternatives that would be beneficial for the longevity of the J Avenue water treatment plant. These alternatives were reviewed and staged in a specific manner and over many years. This staging was done to both improve operational factors during the construction work and to minimize the effect of the cost on ratepayers. This Project is related to only the first phase (Phase 1) of a much larger improvements program. All of the work required is currently staged in five separate phases and spread out over ten years.

Phase I of this project generally includes the replacement of the existing filter backwash piping, installation of new backwash supply pumps, rehabilitation of the flocculation basins, replacement of the recarbonation basins with a piping header, and carbon dioxide chemical feed improvements. A mandatory pre-bid meeting was held on December 10th, 2013. Bids will be opened and publicly announced January 15th, 2014.

Action / Recommendation:

The Utilities Department – Water Division staff recommends approval of the resolution adopting the plans, specifications, form of contract and estimated cost for the J Avenue Water Treatment Plant Process Improvements – Phase 1 project.

Alternative Recommendation: None

Time Sensitivity: Action needed on 12-17-13

Resolution Date: 12-17-13

Estimated Presentation Time: 2 minutes

Budget and Purchase Process Information:

1. **Included in Current Budget Year.** Yes, funding for J Avenue Water Treatment Plant Process Improvements – Phase I project is included in FY14 thru FY16 Water Capital Budgets. Project costs will be coded to 553000-625-625000-6250026, 6250027 and 625565.
2. **Analysis if the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** The total capital cost budgeted for this work in the Water Capital Budgets for FY14 thru FY16 is \$7,700,000. The anticipated completion date for these improvements is May 2016.
3. **Purchasing Department used or Purchasing Guidelines followed:** Yes, the project is being publicly bid as a Capital Improvement Project.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: Capital Improvement Projects are not subject to Local Preference Policy.

Recommend by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, on December 3, 2013 there was filed in the Office of the City Clerk proposed plans, specifications, form of contract and estimated cost for the J Avenue Water Treatment Plant Process Improvements – Phase 1 project (Contract No. 6250026-02) for the City of Cedar Rapids, Iowa, and

WHEREAS, a public hearing was held, and

WHEREAS, no comments or objections to the plans, specifications, form of contract and estimated cost have been heard, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the plans, specifications, form of contract and estimated cost for said improvement be and the same are hereby adopted.

Passed this 17th day of December, 2013.



**Council Agenda Cover Sheet
Motion Setting Public Hearing, filing plans
and advertising for bids
*FLOOD***

Submitting Department: Public Works Department

Presenter at meeting: Scott Sovers, PE
E-mail Address: s.rovers@cedar-rapids.org

Phone Number/Extension: 5547

Alternate Contact Person: Dave Wallace, PE
E-mail Address: d.wallace@cedar-rapids.org

Phone Number/Extension: 5814

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes** **Map**

Motion filing plans, specifications, form of contract, estimated costs, setting a public hearing date for January 14, 2014 and advertising for bids by publishing notice to bidders for the SW Quadrant, 2008 Flood Area Sanitary Sewer Restoration, Phase 2, Part 2 project, and authorizing the City Engineer, or designee, to receive and open bids and publicly announce the results on January 22, 2014 (estimated cost is \$2,400,000) (**FLOOD**). CIP/DID #SSD103-11

Background:

This project will reconstruct approximately 1.4 miles of sanitary sewer and replace 41 sanitary sewer manholes within the 2008 flood impacted areas of the southwest quadrant. The purpose of the project is to restore the existing sanitary sewer to pre-2008 flood function and capacity. The available funding for this activity is \$3,271,374 (Flood) and subject to receipt of acceptable bids, construction is scheduled to begin in March 2014 and be completed by May 2015.

Action / Recommendation:

The Public Works Department recommends approval of the Motion filing plans, specifications, form of contract, estimated costs, setting a public hearing date for January 14, 2014 and advertising for bids by publishing notice to bidders for the project.

Alternative to the Recommendation: Alternatives include repackaging the bid documents into multiple phases or deferring the project to the future.

Time Sensitivity: Normal

Resolution Date Adopting Plans and Specs: January 14, 2014

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): FEMA PW #SSD103

Local Preference Policy: Applies ☐ Exempt ☒

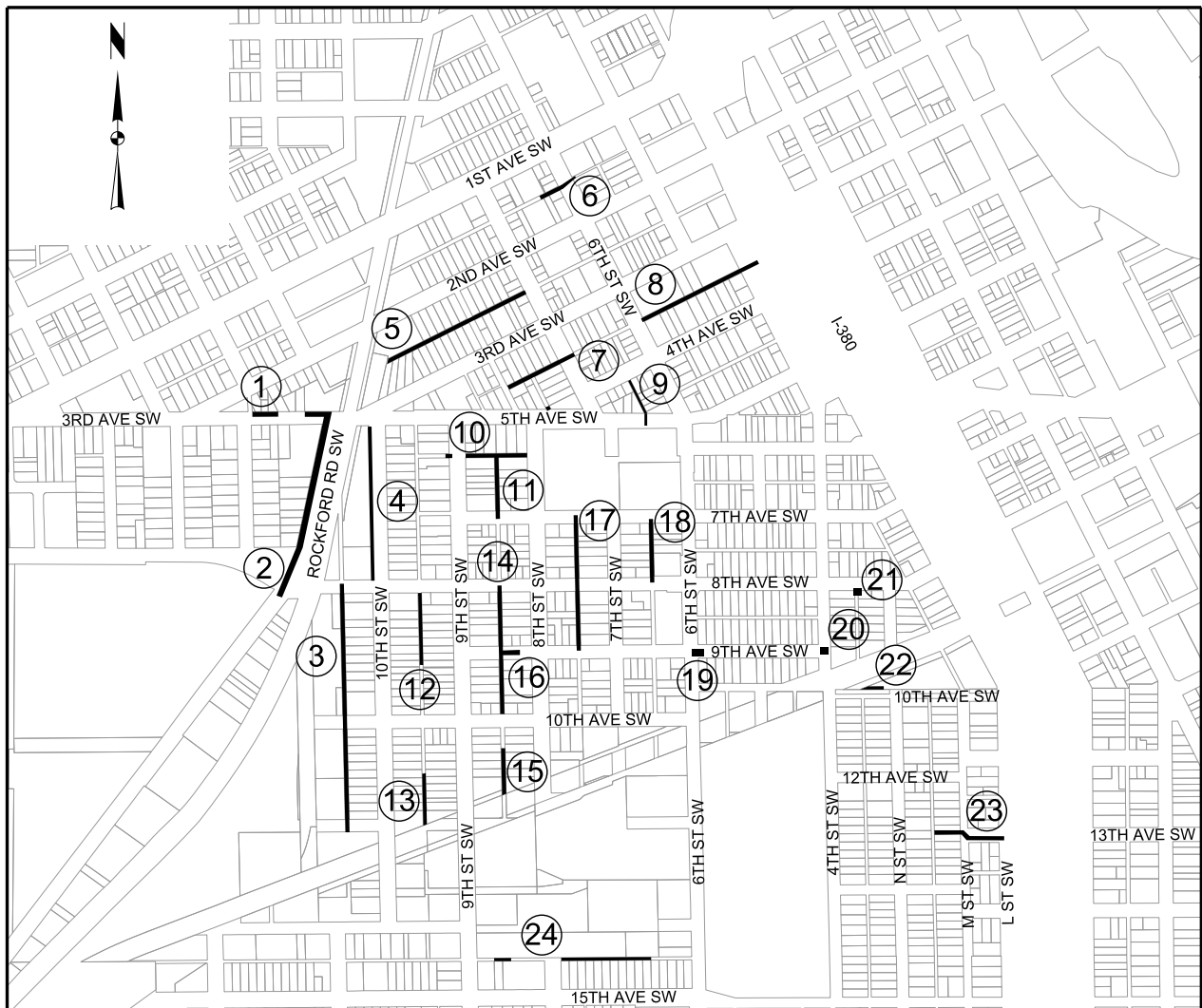
Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

SW QUADRANT, 2008 FLOOD AREA SANITARY SEWER RESTORATION, PHASE II, PART 2

CONTRACT NUMBER SSD103-11

Project Location Map & Table Reference		
#	Street or alley	Location
1	3rd Ave. SW	11th St. SW to Rockford Rd. SW
2	Rockford Rd. SW	8th Ave. SW to 3rd Ave. SW
3	Alley West of 10th St. SW	12th Ave. SW to 8th Ave. SW
4	10th St. SW	8th Ave. SW to 5th Ave. SW
5	2nd-3rd Ave. SW Alley	CRANDIC Rail to 7th St. SW
6	1st-2nd Ave. SW Alley	7th to 6th Streets SW
7	3rd-5th Ave. SW Alley	8th to 7th Streets SW
8	3rd-4th Ave. SW Alley	6th to 4th Streets SW
9	7th-6th St. SW Alley	5th to 4th Ave. SW
10	7th-5th St. SW Alley	9th to 8th Ave. SW
11	8th-9th St. SW Alley	7th to 5th Ave. SW
12	10th-9th St. SW Alley	9th to 8th Ave. SW

Project Location Map & Table Reference (Continued)		
13	10th-9th St. SW Alley	CRANDIC Rail to 10th Ave. SW
14	8th-9th St. SW Alley	8th to 10th Ave. SW
15	8th-9th St. SW Alley	10th Ave. SW to CRANDIC Rail
16	9th Ave. SW	Between 8th and 9th Streets SW
17	8th-7th St. SW Alley	9th to 7th Ave. SW
18	7th-6th St. SW Alley	8th to 7th Ave. SW
19	19th Ave. SW	East of 6th St. SW
20	4th St. SW	9th Ave. SW
21	4th-N St SW Alley	South of 8th Ave. SW
22	10th Ave. SW	Between 4th and N St. SW
23	13th Ave. SW	West of M St. SW to L St. SW
24	Alley nort of 15th Ave. SW	9th to 6th St. SW



PROJECT LOCATION
MAP & TABLE REFERENCE



MOTION Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Utilities – Water Division

Presenter at meeting: Steve Hershner **Phone No.:** 5281 **E-mail:** SteveHe@cedar-rapids.org

Alternate Contact: Ken Russell **Phone No.:** 5926 **E-mail:** k.russell@cedar-rapids.org

Description of Agenda Item:

Motion filing plans, specifications, form of contract, estimated cost, setting a public hearing date for January 14, 2014 and advertising for bids by publishing notice to bidders for the Replacement of Fire Hydrants and Blow Off Completes FY 14 project and authorizing the Utilities Director, or designee, to receive and open the bids and publicly announce the results on January 22, 2014 (estimated cost is \$48,000). CIP/DID #2014037-01

Background:

The Utilities Department - Water Division has selected 19 fire hydrant and blow off complete replacement locations within Cedar Rapids. The work will consist of removing and/or replacing blow off completes, replacing existing fire hydrants, valves, and tees, and replacing blow off completes with fire hydrants located within the public right-of-way. The Contractor shall also perform the appurtenant work necessary to make a complete job, consisting of: pavement removal; excavation; sheet, brace, and support the adjoining ground or structures where necessary; handle all drainage or ground water; provide barricades, guards, and warning lights; flush and test the replacement; repair sewer and drain lines disturbed by the replacement; backfill and compact the excavation; restore the surface; remove and dispose of surplus excavated material; and perform final clean-up of the work site.

Action / Recommendation:

The Utilities Department - Water Division staff recommends that the plans and specifications be filed with the City Clerk on December 17, 2013 and a Notice of Hearing and Letting be published on December 20, 2013. A Public Hearing is scheduled for January 14, 2014 and bids will be opened on January 22, 2014.

Time Sensitivity: Request action during the December 17, 2013 City Council meeting in an effort to maintain the proposed project construction schedule.

Motion Date: 12/17/13

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

1. **Included in Current Budget Year.** This project will be funded from the Fiscal Year 2014 Utilities Department – Water Division CIP budget and coded to 625-625000-625884-6252014037
2. **Analysis if the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** The Fiscal Year 2014 Water CIP budget includes \$1,500,000 for engineering and construction of water main replacement projects under CIP number 625884. The budget for construction will be established pursuant to the completion of the initial evaluation by the Engineer.
3. **Purchasing Department used or Purchasing Guidelines followed:** Yes, purchasing guidelines are being followed for Public Improvement Projects.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: N/A

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary): N/A

NOTICE OF HEARING AND LETTING
FOR: REPLACEMENT OF FIRE HYDRANTS AND BLOW OFF COMPLETES FY 14
Contract No. 2014037-01

NOTICE OF HEARING

At 12:00 p.m., local time, on the 14th day of January, 2014 at the Council Chambers, Third Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa, a hearing will be conducted by the Cedar Rapids City Council on the proposed specifications, form of contract, and opinion of probable cost for the REPLACEMENT OF FIRE HYDRANTS AND BLOW OFF COMPLETES FY 14. The Cedar Rapids City Council has previously filed these documents with the City Clerk of the City of Cedar Rapids, Iowa. The Engineer's opinion of probable construction cost for the Work is \$48,000. The proceedings of the City Council referring to the proposed specifications, form of contract, and cost opinion are also made part of this notice. At this hearing, any interested person may file written and/or oral objections to these documents and the proposed improvements.

NOTICE OF LETTING

Description of Work

The work generally consists of replacing fire hydrants and blow off completes for Fiscal Year 14. The work under this annual contract may be at any point in the water distribution area directly served by the City of Cedar Rapids Utilities Department. Bidders must be plumbers or pipe layers licensed by the City of Cedar Rapids, Iowa and registered with the Iowa Department of Labor.

Type of Bid

Bids shall be on a Unit Price basis.

Contract Time Information

The work under this contract is expected to be completed before June 30, 2014.

Bid Opening Time, Date and Location

Sealed bids will be received at the Office of the City Clerk, First floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 before 11:00 a.m. on January 22, 2014. Bids that are not received before this time will not be opened. The time a bid is submitted shall be determined by the time stamp machine maintained in the City Clerk's office. The bids will be opened and read aloud at 11:00 a.m. on Wednesday, January 22, 2014, at City Hall, 101 First Street SE, Cedar Rapids, Iowa.

Contract Terms

Cedar Rapids Metropolitan Area Standard Specifications and Details (current version) are applicable to this project and are available on the City of Cedar Rapids' website (www.cedar-rapids.org) or for purchase at the City of Cedar Rapids Public Works Department, or the City of Marion Engineering Department.

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor is responsible for obtaining the exemption or for applying for reimbursement for such taxes paid. Sales and Use taxes shall not be included in the Bid.

Pre-Bid Conference

A pre-bid conference will be held at 1:30 PM on Wednesday, January 15, 2014 at the Water Administration Building located at 1111 Shaver Rd. NE, Cedar Rapids, IA. Prospective bidders are strongly encouraged to attend.

Examination and Procurement of Documents

Bid Documents may be examined or obtained at the Cedar Rapids Utilities Department – Water Division, located at the Water Administration Office, 1111 Shaver Rd. NE, Cedar Rapids, Iowa 52402
No Deposit is required for the documents.

Bid Security and Other Bonds

Bid security, as defined in Section 26.8 of the Iowa Code, in the amount of TEN percent (10%) of the Bid must accompany each Bid. The successful bidder shall be required to provide performance and payment bonds, each in the amount of 100 percent of the Contract Price.

Drug Free Workplace

The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All contractors and subcontractors shall be responsible for pre-employment drug screening of prospective employees. All contractors and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code and will be required to submit with their Bid an affidavit attesting to this practice.

Applicable Laws and Regulations

By virtue of statutory authority, preference will be given to Iowa produced products and Iowa domestic labor to the extent lawfully required under State Statutes, providing that award of contract will be made to the bidder submitting the lowest responsible bid.

In all contracts to be awarded for a public improvement, which shall include building or construction Work to be paid for in whole or in part by the use of funds of the municipality, resident bidders shall be allowed a preference against nonresident bidders from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country with which the nonresident bidder is a resident. "Resident bidder" means a person authorized to transact business in Iowa and having a place of business for transacting business within Iowa at which it is and had conducted business for at least six months prior to the first advertisement for the public improvement and in the case of a corporation, at least fifty percent of the common stock is owned by residents of this state. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

OWNER's Right to Reject Bids

The City Council of the City of Cedar Rapids reserves the right to reject any and all bids, to waive informalities and technicalities, and to enter such contracts as it deems in the best interest of the City. The City reserves the right to defer acceptance of any proposal for 45 calendar days after the bids have been received and opened.

By order of the City Council, City of Cedar Rapids.

Dated this 17th day of December, 2013.

Amy Stevenson, City Clerk

Published in the Cedar Rapids Gazette on the 20th day of December, 2013.

Council Agenda Item Cover Sheet

Agenda No.

Submitting Department: City Clerk

Presenter at meeting: Chief Jerman **Phone Number/Extension:** 286-5374
E-mail Address:

Alternate Contact Person: Wanda Miller **Phone Number/Extension:** 5274
E-mail Address: wandam@cedar-rapids.org

Description of Agenda Item:

Motion assessing a \$500.00 civil penalty for violation of State Code regarding the sale of alcohol to minors against La Cantina Bar & Grill, 102 2nd Street SE.

Background:

Civil penalties are statutory and cannot be waived by the local authority. If the local authority does not pursue the civil penalty then the state will do so and retain the money.

On September 25, 2013, Anthony Frenz pled guilty to selling alcohol to persons under 21 years old in the Sixth Judicial District Court, Docket No. CR 905438-201313425 of violation Iowa Code Section 123.49(2)(h). (sale of alcohol to a person under the legal age) The said offense occurred on or about September 4, 2013 on the premises at **LA Cantina Bar & Grill, 102 2nd Street SE.**

Since this violations occurred after January 1, 1998 and this being the first violation of this section within a period of two (2) years, as per Iowa Code section 123.50(3)(a), as amended provides that a licensee who violates said section shall be assessed a civil penalty in the amount of \$500.00;

Iowa Code section 123.39, as amended, provides that local authorities shall retain such civil penalties if the proceeding to impose the penalty is conducted by the local authority.

The City of Cedar Rapids, pursuant to the authority of the above cited sections, intends to impose a civil penalty in the amount of \$500.00 to the above listed locations.

Action / Recommendation: Assess civil penalty **(All licensees have already submitted payment of the penalty.)**

Alternative Recommendation (if applicable): Civil penalties are statutory and cannot be waived by the local authority. If the local authority does not pursue the civil penalty then the state will do so and retain the money.

Time Sensitivity:

The hearing was waived and the licensee has consented to the assessment of the civil penalty for the violation of State Code regarding the sale of alcohol to minors. Payment of the civil penalty has been received.

Resolution Date: N/A

Estimated Presentation Time: 0

Budget Information (if applicable): N/A



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: City Clerk

Presenter at meeting: Chief Wayne Jerman
Email: w.jerman@cedar-rapids.org

Phone Number/Ext: 319-286-5374

Alternate Contact Person: Diane Weimer
Email: d.weimer@cedar-rapids.org

Phone Number/Ext: 319-286-5272

Description of Agenda Item: (insert same wording as used on agenda summary)

Motion assessing a \$300 civil penalty for violation of State Code regarding the sale of cigarettes to minors against:

- a. Cenex Gas Station, 502 E Avenue NW;
- b. Road Ranger #147, 1430 1st Avenue NE;
- c. Union Station Sports Bar & Grill, 1724 16th Avenue SW.

Motion assessing a \$1,500 civil penalty for second violation of State Code regarding the sale of cigarettes to minors against Casey's General Store #2771, 501 6th Street SW.

Background:

- a. Cenex Gas Station violation was on or about October 30, 2013. Clerk was found guilty on November 13, 2013. This is a 1st violation since the last citation was on November 29, 2004. Permit holder signed consent to assessment and waived hearing.
- b. Road Ranger #147 violation was on or about October 16, 2013. Clerk was found guilty by court on November 12, 2013. This is a 1st violation since the last citation was on May 24, 2009. Permit holder signed consent to assessment and waived hearing.
- c. Union Station Sports Bar & Grill violation was on or about November 13, 2013. Clerk was found guilty on November 19, 2013. This is a 1st violation since the last citation was on November 1, 2009. Permit holder signed consent to assessment and waived hearing.

Casey's General Store #2771 violation was on or about October 30, 2013. Clerk was found guilty by court on November 26, 2013. The previous citation was on November 15, 2012 where a \$300 civil penalty was paid. Since this is a 2nd violation within two years the Permittee may choose to pay either a \$1,500 civil penalty or serve a 30 day suspension of the permit. Permittee chose to pay the civil penalty. Permit holder signed consent to assessment and waived hearing.

Action / Recommendation:

Access civil penalty to continue the process for accurate record keeping/documentation.

Alternative Recommendation:

If the local authority does not pursue the civil penalty, the state will do so. However, they will also keep the money from the civil penalty. The four permit holders have each paid their civil penalty to the City of Cedar Rapids. Per Iowa State Code the civil penalty is mandatory.

Time Sensitivity:

Local licensing authorities will have 60 days from the time the underlying violation of selling tobacco to a minor is adjudicated before assessing the civil penalty against the retailer. If local authorities fail to act within 60 days, the prosecution is automatically transferred to the state. See Iowa Code § 453A.22(4).

Resolution Date: N/A

Estimated Presentation Time: 0

Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):



COUNCIL AGENDA ITEM COVER SHEET

Meeting Date: 12/3/2013

Submitting Department: City Clerk

Presenter at Meeting: Chief Jerman

Phone Number/Ext: 5374

Email:

Alternate Contact Person: Wanda Miller

Phone Number/Ext: 5274

Email: wandam@cedar-rapids.org

Description of Agenda Item:

Motion approving the beer/liquor/wine applications of:

- a. ARA Gallery, 4850 Armar Drive SE (5-day permit for an event on December 19, 2013);
- b. Brewed Café @ TCR, 102 3rd Street SE (transfer to CR Public Library, 450 5th Avenue SE for an event on December 31, 2013);
- c. CJ's Sports Bar & Grill, 62 17th Avenue SW;
- d. Coral Isle Club #909, 1620 E Avenue NE (permanent transfer to 1620 E Avenue NE);
- e. Ernie's Avenue Tavern, 69 16th Avenue SW;
- f. Jersey's Pub & Grub Downtown, 200 1st Avenue NE;
- g. Keg, The, 719 5th Street SE;
- h. Little Bohemia, 1317 3rd Street SE;
- i. Southside Liquor & Tobacco Outlet, 3200 16th Avenue SW;
- j. Union Station, 1724 16th Avenue SW;
- k. Westdale Bowling Center, 2020 Scotty Drive SW.

Background:

Action/Recommendation: Approve motion to grant new and/or renewal licenses.

Alternative Recommendation:

Time Sensitivity:

Resolution Date: N/A

Estimated Presentation Time: N/A

Budget Information (if applicable): N/A

Local Preference Policy: Applies Exempt **X**

Explanation:

Recommended by Council Committee: Yes No **N/A**

Explanation: (if necessary):



Cedar Rapids Police Department Memorandum

To: Chief Jerman
From: Lt. Walter Deeds
Subject: Beer/Liquor License Applications Calls For Service Summary
Date: 12/17/2013

Business Name/Address	Total Calls	Public Intox	Intox Driver	Disturbances
ARA Gallery 4850 ARMAR DR SE	0	0	0	0
Brewed Cafe at Theatre Cedar Rapids 1101 3RD ST SE	8	0	0	0
CJ's Sports Bar & Grill 62 17TH AVE SW	128	0	0	14
Coral Isle Club #909 1620 E AVE NE	4	0	1	0
Ernie's Avenue Tavern 69 16TH AVE SW	33	0	0	2
Jersey's Pub & Grub Downtown 200 1ST AVE NE	14	0	0	3
Keg, The 719 5TH ST SE	12	0	0	2
Little Bohemia 1317 3RD ST SE	8	0	0	1
South Side Liquor & Tobacco Outlet 3200 16TH AVE SW	46	0	0	6
Union Station 1724 16TH AVE SW	77	0	1	13
Westdale Bowling Center 2020 SCOTTY DR SW	32	0	0	5

RESOLUTION NO.

WHEREAS, the attached listing of bills dated December 17, 2013 has been examined and approved by the proper departments, therefore:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City of Cedar Rapids Finance Director be and is hereby authorized and directed to draw checks on the City Treasurer in favor of the holders thereof and for the various amounts and that the money necessary for payment of the same is hereby appropriated from the different funds.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: City Clerk

Presenter at meeting: Amy Stevenson

Phone Number/Ext: 319-286-5061

Email: a.stevenson@cedar-rapids.org

Alternate Contact Person:

Phone Number/Ext: 319-286-5272

Email: d.weimer@cedar-rapids.org

Description of Agenda Item: (insert same wording as used on agenda summary)

Resolutions appointing the following individuals: CIP/DID #691376

- a. Appointing Mary Spreitzer (effective through June 30, 2016) to the Cedar Rapids Historic Preservation Commission; CIP/DID #691376
- b. Appointing Kim King (effective through June 30, 2015) to the City Planning Commission; CIP/DID #572803
- c. Appointing Charity Tyler (effective through June 30, 2015) to the Cedar Rapids Board of Ethics; CIP/DID #232112
- d. Appointing Lisa Lindley (effective through June 30, 2014), and William Stamats (effective through June 30, 2016) to the Visual Arts Commission; CIP/DID #572855
- e. Appointing Joshua Moore (at large) to the Enterprise Zone Commission. CIP/DID #85402

Background:

Additional appointments to fill boards and commissions are being made.

Action / Recommendation:

Approve resolutions as presented.

Alternative Recommendation:

Request additional information regarding the appointments.

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: N/A

Budget Information (if applicable):

Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

A P P O I N T M E N T

I, Ron Corbett, Mayor of the City of Cedar Rapids, in accordance with Section 2.06 of the Home Rule Charter, and subject to the advice and consent of the Cedar Rapids City Council hereby appoint Mary Spreitzer to serve on the Cedar Rapids Historic Preservation Commission for the term as indicated or until a successor is appointed and qualified:

<u>Commissioner</u>	<u>Term Beginning</u>	<u>Term Expiration</u>
Mary Spreitzer	12/17/2013	06/30/2016

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the advice and consent of the City Council to the Mayor's appointment of Mary Spreitzer to the Cedar Rapids Historic Preservation Commission for the term indicated above is hereby given.

Passed this 17th day of December, 2013.

A P P O I N T M E N T

I, Ron Corbett, Mayor of the City of Cedar Rapids, in accordance with Section 2.06 of the Home Rule Charter, and subject to the advice and consent of the Cedar Rapids City Council hereby appoint Kim King to serve on the City Planning Commission for the term as indicated or until a successor is appointed and qualified:

<u>Commissioner</u>	<u>Term Beginning</u>	<u>Term Expiration</u>
Kim King	12/17/2013	06/30/2015

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the advice and consent of the City Council to the Mayor's appointment of Kim King to the City Planning Commission for the term indicated above is hereby given.

Passed this 17th day of December, 2013.

A P P O I N T M E N T

I, Ron Corbett, Mayor of the City of Cedar Rapids, in accordance with Section 2.06 of the Home Rule Charter, and subject to the advice and consent of the Cedar Rapids City Council hereby appoint the following individual to serve on the Cedar Rapids Board of Ethics for the term as indicated or until a successor is appointed and qualified:

<u>Commissioner</u>	<u>Term Beginning</u>	<u>Term Expiration</u>
Charity Tyler	12/17/2013	06/30/2015

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the advice and consent of the City Council to the Mayor's appointment of Charity Tyler to the Cedar Rapids Board of Ethics for the term indicated above is hereby given.

Passed this 17th day of December, 2013.

A P P O I N T M E N T

I, Ron Corbett, Mayor of the City of Cedar Rapids, in accordance with Section 2.06 of the Home Rule Charter, and subject to the advice and consent of the Cedar Rapids City Council hereby appoint Lisa Lindley (effective through June 30, 2014) and William Stamats (effective through June 30, 2016) to serve on the Visual Arts Commission for the terms as indicated or until a successor is appointed and qualified:

<u>Commissioner</u>	<u>Term Beginning</u>	<u>Term Expiration</u>
Lisa Lindley	12/17/2013	06/30/2014
William Stamats	12/17/2013	06/30/2016

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the advice and consent of the City Council to the Mayor's appointment of Lisa Lindley and William Stamats to the Visual Arts Commission for the terms indicated above is hereby given.

Passed this 17th day of December, 2013.

A P P O I N T M E N T

I, Ron Corbett, Mayor of the City of Cedar Rapids, in accordance with Section 2.06 of the Home Rule Charter, and subject to the advice and consent of the Cedar Rapids City Council hereby appoint the following individual to serve on the Enterprise Zone Commission.

Commissioner

Joshua Moore

Term Beginning

12/17/2013

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the advice and consent of the City Council to the Mayor's appointment of Joshua Moore to the Enterprise Zone Commission is hereby given.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet**☒ **Consent Agenda** ☐ **Regular Agenda****Council Meeting Date:** December 17, 2013**Submitting Department:** Utilities – Water Division**Presenter at meeting:** Steve Hershner **Phone No.:** 5281 **E-mail:** s.hersnher@cedar-rapids.org**Alternate Contact:** Kevin Kirchner **Phone No.:** 5902 **E-mail:** k.kirchner@cedar-rapids.org**Description of Agenda Item:**

Resolutions approving assessment actions:

- a. Intent to assess – Utilities – Water Division – delinquent municipal utility bills – 28 properties; CIP/DID #

Resolution to Assess (Intent) – Various Properties for Delinquent Municipal Utility Bills, Penalties and Iowa Sales Tax. (Out of the 28 properties to be liened, there are three flood properties. The property address listing is included with the resolution.)

Background:

The Utilities Department – Water Division is responsible for the billing and collection of municipal utility bills for water, sewer, storm sewer, solid waste and recycling services provided to our customers. The Water Division initiates the Notice of Intent to Assess process whenever delinquent utility balances are unpaid; collection efforts have been ignored; and active services have been terminated. Below are the steps taken in typical situations:

- Friendly Reminder is mailed
- Final Notice is mailed
- Door Tag is placed at premise
- Services are terminated

A Notice of Intent to Assess letter is mailed (after Council approves the Resolution of Intent to Assess) giving the property owners 30 days to pay their delinquent municipal utility bill before a resolution for special assessment is approved by City Council to lien properties.

Action / Recommendation: The Utilities Department – Water Division recommends that the Resolution for Intent to Assess various properties for delinquent municipal utility bills be approved.

Alternative Recommendation (if applicable): The City Council could decide not to assess delinquent utility bills or they could approve lien intents to assess properties as a motion item eliminating the need for a resolution.

Time Sensitivity: None, routine item**Resolution Date:** 12/17/13**Estimated Presentation Time:** 0 Minute(s)**Budget Information (if applicable):** N/A**Local Preference Policy** Applies ☐ Exempt ☒**Explanation:** N/A**Recommended by Council Committee** Yes ☐ No ☐ N/A ☒**Explanation (if necessary):**

RESOLUTION NO.

INTENT TO ASSESS

WHEREAS, utility service charges (water, sewer, storm sewer, solid waste and recycling), penalties and Iowa sales tax have been provided to various properties in the City of Cedar Rapids, Iowa, and

WHEREAS, the occupants of the properties have failed to pay the municipal utility billings mailed for the utility service charges, and

WHEREAS, the utility service charges are now delinquent at these properties, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that special assessments be made against the properties and for the amounts shown on the attached listing, will be made by the City Council on the 28th day of January, 2014 and notice was given by mailing to the owners of the properties, a notice of this proposed assessment, stating the amount of the assessment and the description of the property, and on what account, and that objections to said proposed assessment may be filed prior to 3:00 p.m., January 28, 2014.

Passed this 17th day of December, 2013.

LIEN INTENTS (SPECIAL ASSESSMENTS) 12-17-13

Lien Intents 12-17-13				
#	Balance Due	Premise Address	Flood	
1	\$ 122.11	72 MILLER AVE SW #7		
2	\$ 123.72	111 6TH AVE SW		Y
3	\$ 164.13	233 35TH ST DR SE (1/2)		
4	\$ 106.43	394 17TH ST SE #A		
5	\$ 166.95	411 36TH ST NE		
6	\$ 114.76	415 6TH AVE SW		Y
7	\$ 239.96	421 17TH ST SE		
8	\$ 166.54	523 14TH ST SE		
9	\$ 163.77	817 15TH ST SE		
10	\$ 232.13	849 14TH ST NE		
11	\$ 160.62	857 OAKLAND RD NE		
12	\$ 123.65	1137 15TH ST SE		
13	\$ 202.14	1238 35TH ST NE		
14	\$ 128.43	1331 19TH AVE SW		
15	\$ 145.11	1389 H AVE NE		
16	\$ 250.01	1403 WASHINGTON AVE SE		
17	\$ 147.24	1414 HAMILTON ST SW		Y
18	\$ 110.53	1520 1ST AVE NW - LOWER		
19	\$ 348.15	1728 B AVE NE		
20	\$ 132.41	1801 7TH AVE SE		
21	\$ 249.31	1815 8TH AVE SE		
22	\$ 240.59	3103 E AVE NE		
23	\$ 204.19	3213 BLUE RIDGE DR NE		
24	\$ 159.04	3232 BRAMBLE RD SW		
25	\$ 178.58	3648 BEL AIR DR SE		
26	\$ 141.85	4331 M AVE NW		
27	\$ 221.74	4829 BLACK IVY CT NE		
28	\$ 202.58	5919 MUIRFIELD DR SW #2		
	\$ 4,946.67	Grand Total		
	28	Number of Properties		
	\$ 106.43	Balance Due - Low		
	\$ 348.15	Balance Due - High		

Council Agenda Item Cover Sheet

☒ **Consent Agenda** ☐ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities – Water Division

Presenter at meeting: Steve Hershner **Phone No.:** 5281 **E-mail:** s.hersnher@cedar-rapids.org

Alternate Contact: Kevin Kirchner **Phone No.:** 5902 **E-mail:** k.kirchner@cedar-rapids.org

Description of Agenda Item:

Resolutions approving assessment actions:

- a. Levy assessment – Utilities – Water Division – delinquent municipal utility bills – 13 properties. CIP/DID #982892

Out of the 13 properties to be assessed, there is one flood property. The property address listing is included with the resolution [Note: The Intent to Assess Resolution was approved at the November 5th Council Meeting.]

Background:

The Utilities Department – Water Division is responsible for the billing and collection of municipal utility bills for water, sewer, storm sewer, solid waste and recycling services provided to our customers. The Utilities Department – Water Division initiates the Special Assessment process whenever delinquent utility balances are unpaid; collection efforts have been ignored; and active services have been terminated. After Council approves the Intent to Assess resolution, a Notice of Intent to Assess letter is mailed to the customer at least 30 days prior to this Special Assessment.

Below are the steps taken in typical situations:

- Friendly Reminder is mailed
- Final Notice is mailed
- Door Tag is placed at premise
- Services are terminated
- A Notice of Intent to Assess letter is mailed to the customer
- Special Assessment is approved by the City Council at least thirty days after the Intent to Assess letter is mailed

The Notice of Intent to Assess these properties was approved by City Council Resolution No. 1707-11-13 on November 5, 2013.

Following approval of the "Special Assessment" Resolution, the delinquent municipal utility information will be certified with the Linn County Treasurer. This becomes a "Special Assessment" against the properties and has equal precedence to property taxes.

Action / Recommendation: The Utilities Department – Water Division recommends that the Resolution to levy Special Assessments be approved.

Alternative Recommendation (if applicable): The City Council could decide not to assess delinquent utility bills or they could approve routine "special assessments" as a motion item and eliminate the need for a resolution.

Time Sensitivity: N/A

Resolution Date: 12/17/13

Estimated Presentation Time: 0 Minutes

Budget and Purchase Process Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☒

Explanation: N/A

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary): N/A

RESOLUTION NO.

SPECIAL ASSESSMENTS

WHEREAS, the City Council of the City of Cedar Rapids, Iowa has heretofore passed a Resolution of Intent to Assess various properties in the City of Cedar Rapids, Iowa for delinquent municipal utility service charges (water, sewer and storm sewer), penalties and Iowa sales tax, and

WHEREAS, a listing of the various properties for said delinquent utility service charges has been filed with the City Clerk and notice of assessment has been given to the property owners, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that there be and is hereby levied an assessment against various properties for the amounts shown on the attached listing and made a part of this resolution, and

BE IT FURTHER RESOLVED, that a copy of this resolution be certified to the County Treasurer in order that the said assessments may be collected in the same manner as property taxes.

Passed this 17th day of December, 2013.

SPECIAL ASSESSMENTS (TO BE LIENED) 12-17-13

				Special Assessments 12-17-13		
				Lien Intents 11-5-13		
#		Balance Due		Premise Address		Flood
1		\$ 145.33		357 16TH ST SE		
2		\$ 149.55		511 16TH ST NE		
3		\$ 239.94		515 17TH ST SE		
4		\$ 424.70		610 14TH ST SE		
5		\$ 256.32		838 15TH ST SE		
6		\$ 133.70		1210 33RD ST NE		
7		\$ 106.17		1220 5TH ST NW		Y
8		\$ 272.12		1708 4TH AVE SE		
9		\$ 218.87		1801 BEVER AVE SE		
10		\$ 211.09		1840 PARK AVE SE		
11		\$ 240.57		1969 B AVE NE		
12		\$ 137.53		2600 MT VERNON RD SE		
13		\$ 193.09		3937 CRESTWOOD DR NW		
		\$ 2,728.98		Grand Total		
		13		Number of Properties		
		\$ 106.17		Balance Due - Low		
		\$ 424.70		Balance Due - High		



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance Department

Presenter at meeting: Casey Drew
Email: c.drew@cedar-rapids.org

Phone Number/Ext: 5097

Alternate Contact Person: Judy Jones
Email: j.jones2@cedar-rapids.org

Phone Number/Ext: 5134

Description of Agenda Item:

Levy assessment - nuisance property abatement charge – 1 property.

Background:

The Finance Department is responsible for the billing and collection of charges incurred by the Police Department for violations of Cedar Rapids Municipal Code Chapter 22A and Ordinance 002-13, Nuisance Properties.

The property in question was designated a Nuisance Property, with notice issued as outlined in Chapter 22A. A founded call for service occurred on November 13, 2013. Costs were billed to the property owner and included notice that unpaid costs would be assessed against the property. The levied amount totals \$97.76.

Following approval of the Special Assessment Resolution, the delinquent information will be filed with the Linn County Treasurer. This becomes a Special Assessment against the property and has equal precedence to property taxes.

Action / Recommendation:

The Finance Department recommends approval of the Resolution to levy Special Assessment.

Alternative Recommendation:

Should the City Council decide not to approve the resolution, the City may not be reimbursed for work performed.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable): Police Department

Local Preference Policy Applies ☐ Exempt ☒

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

RESOLUTION NO.

WHEREAS, the Finance Department requests the City Council of the City of Cedar Rapids, Iowa, approve a Resolution of Special Assessment on one (1) property for nuisance abatement according to Municipal Code Chapter 22A, Nuisance Properties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that there be and is hereby levied an assessment against the lots, parts of lots, and parcels of ground for a total amount of \$97.76, as shown below, which have been invoiced and are on file with the Finance Department, and

BE IT FURTHER RESOLVED, that a copy of this resolution be filed with the Linn County Treasurer in order that the said assessment may be collected in the same manner as property taxes.

#	Service Location	Name	Amount	Service Date	GPN	Invoice
1	617 17 th St SE	Richard L & Pamela L Dahl	97.76	11/13/13	142245300100000	ASN-20006677

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Loren Snell, PE
E-mail Address: l.snell@cedar-rapids.org

Phone Number/Extension: 5804

Alternate Contact Person: Pat Wieneke
E-mail Address: p.wieneke@cedar-rapids.org

Phone Number/Extension: 5848

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes** **Map**

Resolution accepting project, authorizing final payment in the amount of \$1,019.51 and approving the 4-year Performance Bond submitted by Ricklefs Excavating, Ltd. for the Harrison Elementary School Sidewalks project (original contract amount was \$37,033; final contract amount is \$33,983.71). CIP/DID #301870-01

Background:

Construction has been substantially completed by Ricklefs Excavating, Ltd. for the Harrison Elementary School Sidewalks project. This is an approved Capital Improvements Project (CIP No. 301870-01) (IDOT No. SRTS-U-187(761)—8U-57) with a final construction contract amount of \$33,983.71. Funding resources for this project were approved in FY14 and prior years and the project is completed within the approved budget.

Action / Recommendation:

The Public Works Department recommends adoption of the Resolution to accept the project and performance bond and issue final payment to the contractor in the amount of \$1,019.51.

Alternative to the Recommendation:

There is no alternative recommendation but an alternative action is to not accept the project. If the project is not accepted, the project cannot be closed out (retainage cannot be released to Contractor, four-year maintenance bond period cannot begin) and City could be subject to claims since Contractor has fulfilled the terms of the construction contract.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): Safe Route to School grant

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Project funding is through a federal Safe Route to School grant.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Public Works Director / City Engineer certifies construction contract work on the Harrison Elementary School Sidewalks project (Contract No. 301870-01) (IDOT No. SRTS-U-1187(761)—8U-57), has been substantially completed in accordance with the approved plans and specifications, and

WHEREAS, a Performance Bond, dated May 14, 2013 in the amount of \$37,033 covering said work filed by Ricklefs Excavating, Ltd. and executed by United Fire & Casualty provides a four-year correction period for defects in materials and workmanship, and

WHEREAS, the final cost summary for this project is as follows:

Original Contract Amount	\$37,033.00
Change Order No. 1	1,344.30
Change Order No. 2	<u>(4,393.59)</u>
Amended Contract Amount	\$33,983.71

, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the four-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED that based on the Public Works Director / City Engineer's recommendation, the Harrison Elementary School Sidewalks project, (Contract No. 301870-01) be and the same is hereby accepted as being substantially completed, and the City of Cedar Rapids Finance Director is authorized and directed to issue a warrant in the sum of \$1,019.51 to Ricklefs Excavating, Ltd. as final payment.

The final contract price is \$33,983.71 distributed as follows: \$33,983.71 301-301000-301870

, and

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.





Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Loren Snell, PE
E-mail Address: l.snell@cedar-rapids.org

Phone Number/Extension: 5804

Alternate Contact Person: Pat Wieneke
E-mail Address: p.wieneke@cedar-rapids.org

Phone Number/Extension: 5848

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes** **Map**

Resolution accepting project and approving the 4-year Performance Bond submitted by Dave Schmitt Construction for the Cottage Grove Parkway SE Storm Sewer Extension (Hse. No. 4272 to 4264) project (original contract amount was \$42,467; final contract amount is \$30,800). CIP/DID #304224-03

Background:

Construction has been substantially completed by Dave Schmitt Construction for the Cottage Grove Parkway SE Storm Sewer Extension (Hse. No. 4272 to 4264). This is an approved Capital Improvements Project (CIP No. 3042240-03) with a final construction contract amount of \$30,800. Funding resources for this project were approved in FY14 and prior years and the project is completed within the approved budget.

Action / Recommendation:

The Public Works Department recommends adoption of the Resolution to accept the project and performance of Dave Schmitt Construction.

Alternative to the Recommendation:

There is no alternative recommendation but an alternative action is to not accept the project. If the project is not accepted, the project cannot be closed out (four-year maintenance bond period cannot begin) and City could be subject to claims since Contractor has fulfilled the terms of the construction contract.

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Project was awarded prior to policy implementation.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☐

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Public Works Director / City Engineer certifies construction contract work on the Cottage Grove Parkway SE Storm Sewer Extension (Hse. No. 4272 to 4264) project (Contract No. 304224-03), has been substantially completed in accordance with the approved plans and specifications, and

WHEREAS, a Performance Bond, dated August 13, 2013 in the amount of \$42,467 covering said work filed by Dave Schmitt Construction and executed by United Fire & Casualty Company provides a four-year correction period for defects in materials and workmanship, and

WHEREAS, the final cost summary for this project is as follows:

Original Contract Amount	\$42,467
Quantity Adjustments	(\$11,667)
Amended Contract Amount	\$30,800

, now therefore

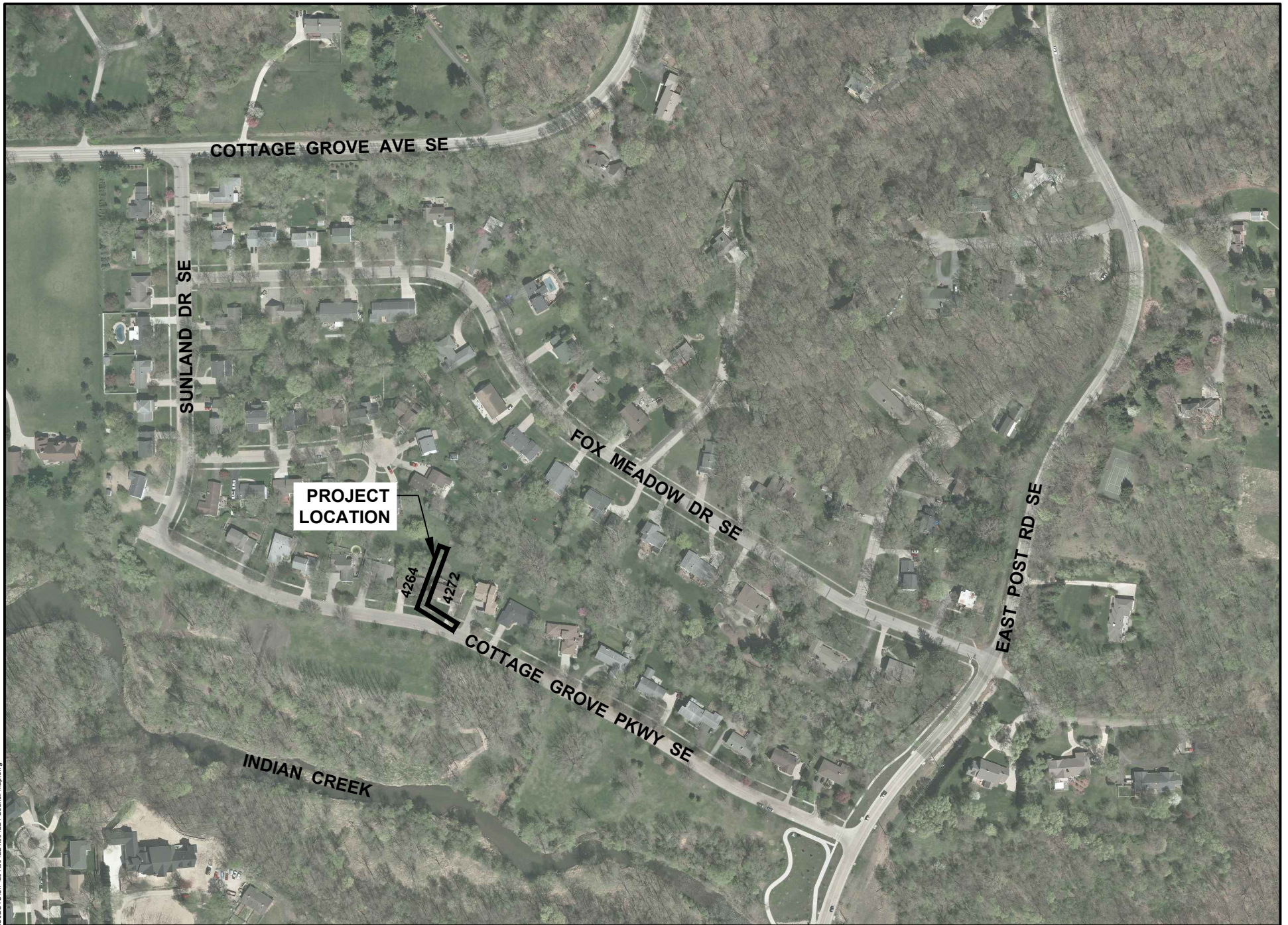
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the four-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED that based on the Public Works Director / City Engineer's recommendation, the Cottage Grove Parkway SE Storm Sewer Extension (Hse. No. 4272 to 4264) project, (Contract No. 304224-03) be and the same is hereby accepted as being substantially completed.

The final contract price is \$30,800 distributed as follows \$30,800 304-30400-304224

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.



COTTAGE GROVE PARKWAY STORM SEWER EXTENSION
(HOUSE NO. 4272 TO 4264)
CONTRACT NO. 304224-03



0 FEET 300

304224-03

Council Agenda Item Cover Sheet

☒ **Consent Agenda** ☐ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities – Water Pollution Control Facility

Presenter at meeting: Steve Hershner

Phone Number/Ext: 5281

Email: s.hershner@cedar-rapids.org

Alternate Contact Person: Bruce Jacobs

Phone Number/Ext: 5913

Email: b.jacobs@cedar-rapids.org

Description of Agenda Item:

Resolutions accepting projects, approving Performance Bonds and authorizing issuance of final payments:

- a. Cedar Rapids Water Pollution Control Facility Short Term Biosolids Reduction and Incineration System Repairs project, authorize issuance of final retainage payment in the amount of \$335,858.83 and approving the 2-year Performance Bond submitted by Tricon General Construction (original contract amount was \$8,884,000; final contract amount is \$8,504,242.33) (**FLOOD**). CIP/DID #WPB012-02

Background:

In June of 2008, WPCF was inundated by the largest flood in the history of Cedar Rapids. Immediately after the flood, a joint effort was undertaken by City employees, contractors and consultants working together to get the plant operational. Emergency repairs were completed throughout the facility to begin pumping and treating wastewater and restore solids incineration.

The Short Term Biosolids Reduction and Incineration System Repairs were designed to improve redundancy and reliability of the existing incinerator so that the system can operate reliably until a new Fluidized Bed Incinerator can be designed and constructed.

Change Order No. 1 was approved by the City Manager in July of 2013 for a net decrease in the amount of \$379,757.67. The Contract amount with Change Order No. 1 is \$8,504,242.33.

Construction has been substantially completed by Tricon General Construction.

Action / Recommendation:

The Utilities Department – Water Pollution Control staff recommends that the City Council approve the resolution to accept the project and performance bond, and authorize issuance of final payment in the amount of \$335,858.83 to Tricon General Construction in accordance with the State of Iowa Code.

Alternative Recommendation: None

Time Sensitivity: Action needed 12-17-13

Resolution Date: 12-17-13

Estimated Presentation Time: 0 Minutes

Budget Information Process Information:

1. **Included in Current Budget Year:** Yes. The project is a flood project and will be funded by FEMA. The project will be coded to Project Worksheet WPB012.
2. **Analysis of the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** The project is a flood project and will be funded by FEMA. The project worksheet and funding will be modified to reflect actual costs. Construction costs were \$8,504,242.33. Estimated engineering costs were \$2,647,656.55. Total project cost is approximately \$11,151,898.88.
3. **Purchasing Department used or Purchasing Guidelines followed:** Yes, construction of the project was bid as a public improvement.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: The Local Preference Policy does not apply to capital improvement projects.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Utilities Department – Water Pollution Control Facility certifies construction contract work on the Cedar Rapids Water Pollution Control Facility Short Term Biosolids Reduction and Incineration System Repairs Project (Contract No. WPB012-02) is substantially completed in accordance with the approved plans and specifications, and

WHEREAS, a Performance Bond, dated August 13, 2010 in the amount of \$8,884,000 covering said work filed by Tricon General Construction and executed by Fidelity and Deposit Company of Maryland provides a two-year correction period for defects in materials and workmanship, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the two-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED that the Utilities Department – Water Pollution Control Facility staff recommends that the City Council approve the resolution to accept the project and performance bond, authorize issuance of final payment in the amount of \$335,858.83 to Tricon General Construction, thirty days after acceptance in accord with the State of Iowa Code. The original contract amount was \$8,884,000; final contract amount is \$8,504,242.33.

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

☒ **Consent Agenda** ☐ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities Department – Water Pollution Control Facility

Presenter at meeting: Steve Hershner

Phone Number/Ext: 5281

Email: s.hershner@cedar-rapids.org

Alternate Contact Person: Bruce Jacobs

Phone Number/Ext: 5913

Email: b.jacobs@cedar-rapids.org

Description of Agenda Item:

Resolutions accepting projects, approving Performance Bonds and authorizing issuance of Final Payments:

- a. WPCF Roughing Filter #1 Dome Replacement and Concrete Repairs project, authorize final change order for the deductive amount of (\$19,232.03) and authorizing issuance of final retainage payment in the amount of \$86,638.40 and approving the 2-year Performance Bond submitted by Tricon Construction Group (original contract amount was \$1,752,000; final contract amount is \$1,732,767.97). CIP/DID #615178-01

Background:

The existing aluminum geodesic domes at Water Pollution Control Facility were installed approximately 12 years ago. During recent years, areas of corrosion have rapidly developed throughout the aluminum domes, with the most severe corrosion located near the air recirculation ducts. Howard R. Green Company of Cedar Rapids has completed an investigation of the domes to determine the cause of the corrosion and the best method to correct the existing corrosion. The specific areas investigated included: aluminum dome corrosion, concrete liner deterioration, humidity concerns, and the recirculation system.

Following their investigation, a final recommendation was prepared to correct the problems. Due to the significant amount of corrosion on the domes, complete replacement of existing domes was recommended.

The work generally consisted of removal of the aluminum dome for existing Roughing Filter #1 and its replacement with a new coated aluminum dome. Work also included repair of corroded concrete in the interior of the Roughing Filter in both the upper and lower parts of the Roughing Filter. The upper filter portion is defined as all parts of the roughing filter above the media (including the aluminum dome). The lower filter portion is defined as all parts of the roughing filter below the media.

Change Order No. 1 is for the deductive amount of (\$19,232.03) for an allowance adjustment, due to work removed from the original scope of the Project.

Construction has been substantially completed by Tricon Construction Group for the WPCF Roughing Filter #1 Dome Replacement and Concrete Repairs project.

Action / Recommendation:

The Utilities – WPC staff recommends that the City Council approve the resolution to accept the project and performance bond, authorize City Manager to approve final Change Order No. 1 and issuance of final payment in the amount of \$86,638.40 to Tricon General Construction, thirty days after acceptance in accord with the State of Iowa Code.

Alternative Recommendation: None

Time Sensitivity: Action needed 12-17-13

Resolution Date: 12-17-13

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable):

1. **Included in Current Budget Year.** Yes. Utilities Department – WPCF Capital Improvement Program FY13 budget included \$960,000 and FY14 budget includes \$900,000 for the Roughing Filter #1 Dome Replacement project (CIP #615178-01). Funding is being provided via a State Revolving Fund loan.
2. **Analysis if the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** Project costs include an estimated engineering cost of \$130,000 and construction costs of \$1,732,767.97 for a total of \$1,862,767.97.
3. **Purchasing Department used or Purchasing Guidelines followed:** Yes, the project was publicly bid as a Capital Improvement Project.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: The Local Preference Policy does not apply to capital improvement projects.

Recommend by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Utilities Department – Water Pollution Control Facility certifies construction contract work on the WPCF Roughing Filter #1 Dome Replacement and Concrete Repairs Project (Contract No. 615178-01) is substantially completed in accordance with the approved plans and specifications, and

WHEREAS, a Performance Bond, dated December 5, 2012 in the amount of \$1,752,000 covering said work filed by Tricon General Construction and executed by Fidelity and Deposit Company of Maryland provides a two-year correction period for defects in materials and workmanship, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the two-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED that the Utilities Department – Water Pollution Control Facility staff recommends that the City Council approve the resolution to accept the project and performance bond, authorize City Manager to approve final Change Order No. 1 and issuance of the final payment in the amount of \$86,638.40 to Tricon General Construction, thirty days after acceptance in accord with the State of Iowa Code. The original contract amount was \$1,752,000; final contract amount is \$1,732,767.97.

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

☒ **Consent Agenda** ☐ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities – Water Division

Presenter at meeting: Steve Hershner **Phone No.:** 5281 **E-mail:** s.hersnher@cedar-rapids.org

Alternate Contact: Bruce Jacobs **Phone No.:** 5913 **E-mail:** b.jacobs@cedar-rapids.org

Description of Agenda Item:

Resolutions accepting projects, approving Performance Bonds and authorizing issuance of final payments:

- a. J Avenue Chlorine System Improvements project, final (retainage) payment in the amount of \$22,912.41 and approving the 2-year Performance Bond submitted by TLC Diversified, Inc. (original contract amount was \$399,000; final contract amount is \$458,248.19). CIP/DID #6250009-02

Background:

The J Avenue Water Treatment Plant utilizes a chlorine feed system that was implemented in 1982. The feed system installed in 1982 was typical during that time period; however, with the development of new technology the current feed system no longer adheres to generally accepted engineering practices. The J Avenue Chlorine System Improvements project updated the J Avenue Water Treatment Plant to current engineering best practices for chlorine feed for improved safety. The project updated the chlorine feed system to be similar to the system currently utilized at the Northwest Treatment Plant.

The project consisted of modification and construction of a new vacuum chlorine feed system including, but not limited to, new chlorinators, vacuum regulators, vacuum switchover system, headers and all associated piping and valves, metal stud and gypsum walls to separate the chlorine feed area from the chlorine storage area, demolition to facilitate new exterior door installation and wall replacement around the existing boiler, and new power and control wiring and systems integration for a complete and operable system.

The project was expanded to include Process Safety Management (PSM) updates, an Operations Manual, and additional training and start-up assistance for the new chlorine system to enhance the safety of Plant personnel involved with the start-up and operation of the new system.

Change Order No. 1 was approved in October 2013 for a net increase of \$55,761.71 for additional work performed at the City's request which included HVAC modifications needed for compliance with 10 States' Standards and IDNR requirements as well as door and electrical modifications needed to provide access control to the South Storage Room doors. Change Order No. 2 was approved in December 2013 for a net increase of \$3,486.48 due to a Feeder Room vent fan having to be upsized as the specified motor was too small to drive fan at design flow and pressure. The Contract amount with Change Orders No. 1 and No. 2 is \$458,248.19.

Construction has been substantially completed by TLC Diversified, Inc. for the J Avenue Chlorine System Improvements project.

Action / Recommendation:

The Utilities – Water Division staff recommends that the City Council approve the resolution to accept the project and performance bond, and authorize issuance of the final payment in the amount of \$22,912.41 to TLC Diversified, Inc., thirty days after acceptance in accord with the Iowa State Code.

Alternative Recommendation: None

Time Sensitivity: Action needed 12/17/2013

Resolution Date: 12/17/2013

Estimated Presentation Time: 0 Minutes

Budget Information Process Information:

1. **Included in Current Budget Year:** Yes. The project was funded from the FY11 through FY14 Water Department CIP budgets and coded to 553000-625-625000-X-X-6250009.
2. **Analysis of the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** The total project cost including estimated engineering costs (\$181,166) and construction services (\$458,248.19) is \$639,414.19.
3. **Purchasing Department used or Purchasing Guidelines followed:** This project was publicly bid as a Capital Improvements Project.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: The Local Preference Policy does not apply to capital improvement projects.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Utilities Department – Water Division certifies construction contract work on the J Avenue Chlorine System Improvements project (Contract No. 6250009-02) has been substantially completed in accordance with the approved plans and specifications, and

WHEREAS, a Performance Bond, dated May 10, 2011 in the amount of \$399,000 covering said work filed by TLC Diversified, Inc. and executed by Westfield Insurance Company provides a two-year correction period for defects in materials and workmanship, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the two-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED that the Utilities Department – Water Division recommends the J Avenue Chlorine System Improvements project (Contract No. 6250009-02) be hereby accepted and that the City of Cedar Rapids Finance Director is hereby authorized and directed to issue a warrant in the sum of \$22,912.41 for final (retainage) payment to TLC Diversified, Inc., thirty days after acceptance in accord with Iowa State Code.

A cost summary of the contract changes for this project is as follows:

Original Contract Amount	\$399,000.00
Change Order No. 1	56,761.71
Change Order No. 2	<u>- 3,486.48</u>
Final Contract Amount	\$458,248.19

The project was funded from the Utilities Department - Water CIP budget and coded to 553000-625-625000-X-X-6250009.

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Loren Snell, PE
E-mail Address: l.snell@cedar-rapids.org

Phone Number/Extension: 5804

Alternate Contact Person: Pat Wieneke **Phone Number/Extension:** 5848
E-mail Address: p.wieneke@cedar-rapids.org

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes Map**

Authorizing Change Order No. 10 (Revised Final) deducting the amount of \$152,099.13, accepting project, authorizing final payment in the amount of \$180,804.18 and approving the 4-year Performance Bond submitted by Rathje Construction Company for the E Avenue NW-Phase I Ellis Boulevard to 3rd Street, Storm Sewer, Water Main, Sidewalk and Street Improvements project (original contract amount was \$3,630,058; final contract amount is \$3,616,083.54). CIP/DID #304037-04

Background:

This is a contract change order to adjust the contract price based on the final quantities of completed work. The unit prices remain the same as originally bid and the contract price is adjusted in accordance with the provisions specified in the terms and conditions.

Construction has been substantially completed by Rathje Construction Company for the E Avenue NW-Phase I Ellis Boulevard to 3rd Street, Storm Sewer, Water Main, Sidewalk and Street Improvements. This is an approved Capital Improvements Project (CIP No. 304037-04) with a final construction contract amount of \$3,616,083.54. Funding resources for this project were approved in FY14 and prior years and the project is completed within the approved budget.

Action / Recommendation:

The Public Works Department recommends adoption of the Resolution approving Change Order No. 10 (Revised Final), accepting the project and performance bond and issuing final payment to the contractor in the amount of \$180,804.18.

Alternative to the Recommendation:

If Council does not approve the change order, payments due to the Contractor will accrue interest until approval of the Change Order occurs and payment is made. There is no alternative recommendation but an alternative action is to not accept the project. If the project is not accepted, the project cannot be closed out (retainage cannot be released to Contractor, four-year maintenance bond period cannot begin) and City could be subject to claims since Contractor has fulfilled the terms of the construction contract.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Grant-funded project.

Recommended by Council Committee: Yes ☒ No ☐ N/A ☐

Explanation (if necessary): Project was presented and discussed at 3 separate infrastructure committee meetings (June 21, 2011; August 16, 2011; and November 15, 2011).

RESOLUTION NO.

WHEREAS, the Public Works Director / City Engineer certifies that the work on E Avenue NW-Phase I Ellis Boulevard to 3rd Street, Storm Sewer, Water Main, Sidewalk and Street Improvements (Contract No. 304037-04), has been substantially completed in accordance with the plans and specifications, and

WHEREAS, a Performance Bond, dated July 24, 2012 in the amount of \$3,630,058 covering said work filed by Rathje Construction Company and executed by United Fire & Casualty Company provides a four-year correction period for defects in materials and workmanship, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager is authorized to sign Change Order No. 10 (Revised Final) deducting the amount of \$152,099.13 with Rathje Construction Company for the E Avenue NW-Phase I Ellis Boulevard to 3rd Street, Storm Sewer, Water Main, Sidewalk and Street Improvements, Contract No. 304037-04. A cost summary of the contract changes for this project is as follows:

Original Contract Amount	\$3,630,058.00
Possible Incentive	127,500.00
Change Order No. 1	1,620.00
Change Order No. 2	250.00
Change Order No. 3	4,614.00
Change Order No. 4	7,576.13
Change Order No. 5	35,216.37
Change Order No. 6	21,474.62
Change Order No. 7	10,275.30
Change Order No. 8	2,249.90
Change Order No. 9	3,348.35
Change Order No. 10 (Revised Final)	(152,099.13)
Removal of Original Incentive	(54,500.00)
Additional Disincentive and/or Liquidated Damages	<u>(21,500.00)</u>
Amended Contract Value	\$3,616,083.54

General ledger coding for this Change Order to be as follows: \$-151,266.26 304-304000-304037, \$ -832.87 655-655000-655824

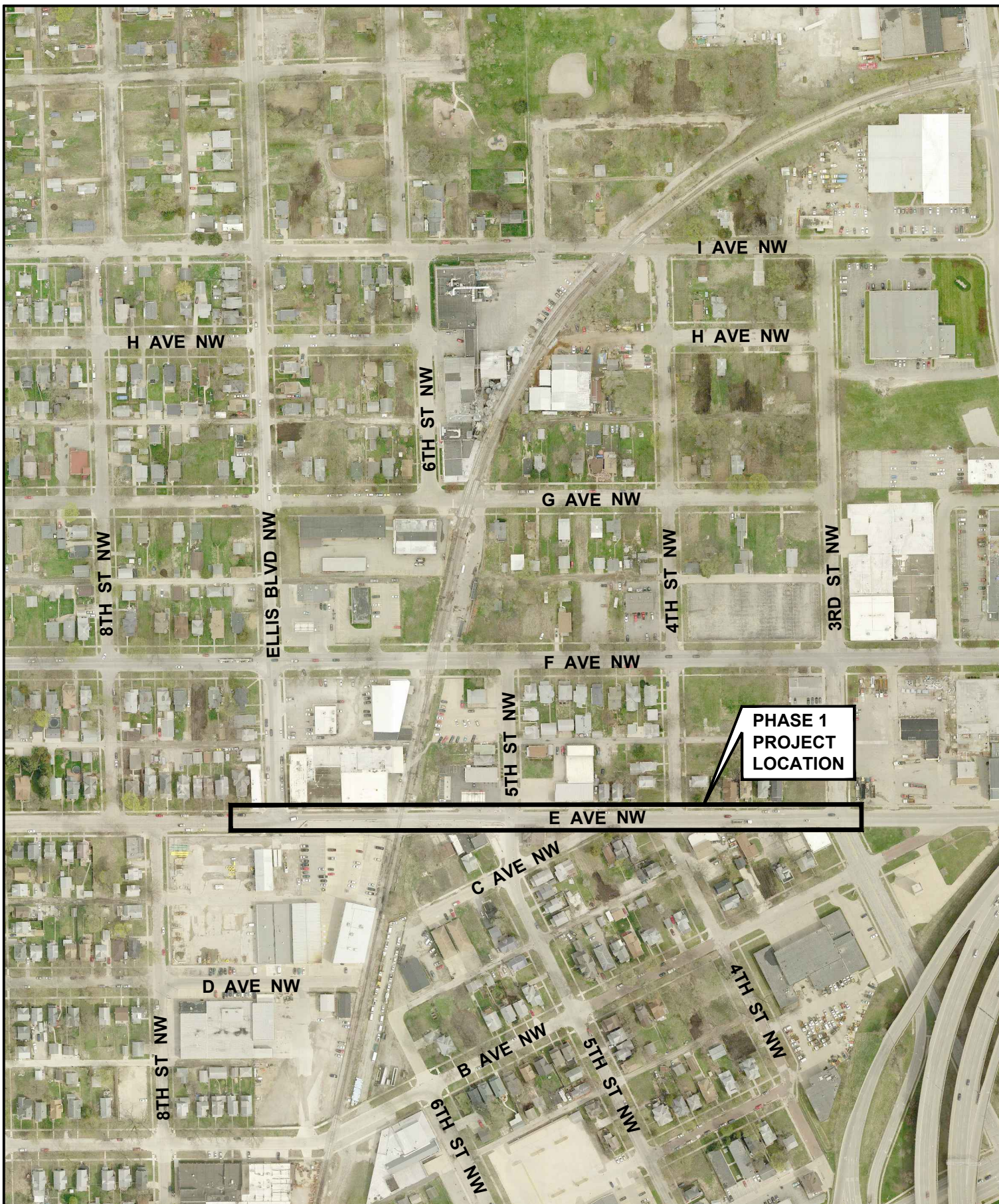
BE IT FURTHER RESOLVED that the E Avenue NW-Phase I Ellis Boulevard to 3rd Street, Storm Sewer, Water Main, Sidewalk and Street Improvements, (Contract No. 304037-04) be and the same is hereby accepted by the City Public Works Department, and the City of Cedar Rapids Finance Director is authorized and directed to issue a warrant in the sum of \$180,804.18 to Rathje Construction Company as final payment.

The final contract price is \$3,616,083.54 distributed as follows: \$3,526,143 304-304000-304037, \$89,940.54 655-655000-655824

BE IT FURTHER RESOLVED, that the four-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.





Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Loren Snell
E-mail Address: l.snell@cedar-rapids.org

Phone Number/Extension: 5804

Alternate Contact Person: Pat Wieneke
E-mail Address: p.wieneke@cedar-rapids.org

Phone Number/Extension: 5848

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**

Authorizing Change Order No. 14 (Final) deducting the amount of \$419,740.08 and accepting project, authorizing final payment in the amount of \$147,446.96 and approving the 4-year Performance Bond submitted by Rathje Construction Company for the 3rd Street SE Reconstruction and Streetscape Improvements from 8th Avenue SE to 14th Avenue SE project (original contract amount was \$3,233,354.60; total contract amount with this amendment is \$2,948,939.30). CIP/DID #321526-02

Background:

This is a contract change to adjust the contract price based on the final quantities of completed work. The unit prices remain the same as originally bid and the contract price is adjusted in accordance with the provisions specified in the terms and conditions.

Construction has been substantially completed by Rathje Construction Company for the 3rd Street SE Reconstruction and Streetscape Improvements from 8th Avenue SE to 14th Avenue SE project. This is an approved Capital Improvements Project (CIP No. 321526-02) with a final construction contract amount of \$2,948,939.30. Funding resources for this project were approved in FY14 and prior years and the project is completed within the approved budget.

Action / Recommendation:

The Public Works Department recommends adoption of the Resolution approving Change Order No. 14 (Final), accepting the project and performance bond and issuing final payment to the contractor in the amount of \$147,446.96.

Alternative to the Recommendation:

If Council does not approve the change order, payments due to the Contractor will accrue interest until approval of the Change Order occurs and payment is made. There is no alternative recommendation but an alternative action is to not accept the project. If the project is not accepted, the project cannot be closed out (retainage cannot be released to Contractor, four-year maintenance bond period cannot begin) and City could be subject to claims since Contractor has fulfilled the terms of the construction contract

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: This project is a Public Improvement Project and as such per State Code the City is required to award the construction contract to the lowest responsive, responsible bidder. The Buy Local policy does not apply in this situation

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Public Works Director / City Engineer certifies construction contract work on the 3rd Street SE Reconstruction and Streetscape Improvements from 8th Avenue SE to 14th Avenue SE project (Contract No. 321526-02), has been substantially completed in accordance with the approved plans and specifications, and

WHEREAS, a Performance Bond, dated December 14, 2010 in the amount of \$3,233,365.60 covering said work filed by Rathje Construction Company and executed by United Fire & Casualty Company provides a four-year correction period for defects in materials and workmanship, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager is authorized to sign Change Order No. 14 (Final) deducting the amount of \$419,740.08 with Rathje Construction Company for the 8th Avenue SE to 14th Avenue SE project (Contract No. 321526-02) . A cost summary of the contract changes for this project is as follows:

Original Contract Amount	\$3,233,354.60
Possible Incentive	95,000.00
Change Order No. 1	330.00
Change Order No. 2	12,964.63
Change Order No. 3	7,617.00
Change Order No. 4	33,628.86
Change Order No. 5	8,885.45
Change Order No. 6	9,974.98
Change Order No. 7	25,848.71
Change Order No. 8	6,991.03
Change Order No. 9	12,779.50
Change Order No. 10	2,828.80
Change Order No. 11	10,113.28
Change Order No. 12	1,954.54
Change Order No. 13	1,408.00
Change Order No. 14 (Final)	(419,740.08)
Removal of Original Incentive	<u>(95,000.00)</u>
Amended Contract Amount	\$2,948,939.30

General ledger coding for this Change Order to be as follows: \$-186,494.39 301-301000-301659; \$-11,027.80 304-304000-304239; \$-3,264.35 306-306000-306336; \$-105,231.88 321-321000-321526; \$-24,046.48 321-321000-321538; \$-1,118.75 354-354000-354004; \$-88,556.43 625-625000-625884-6252010071

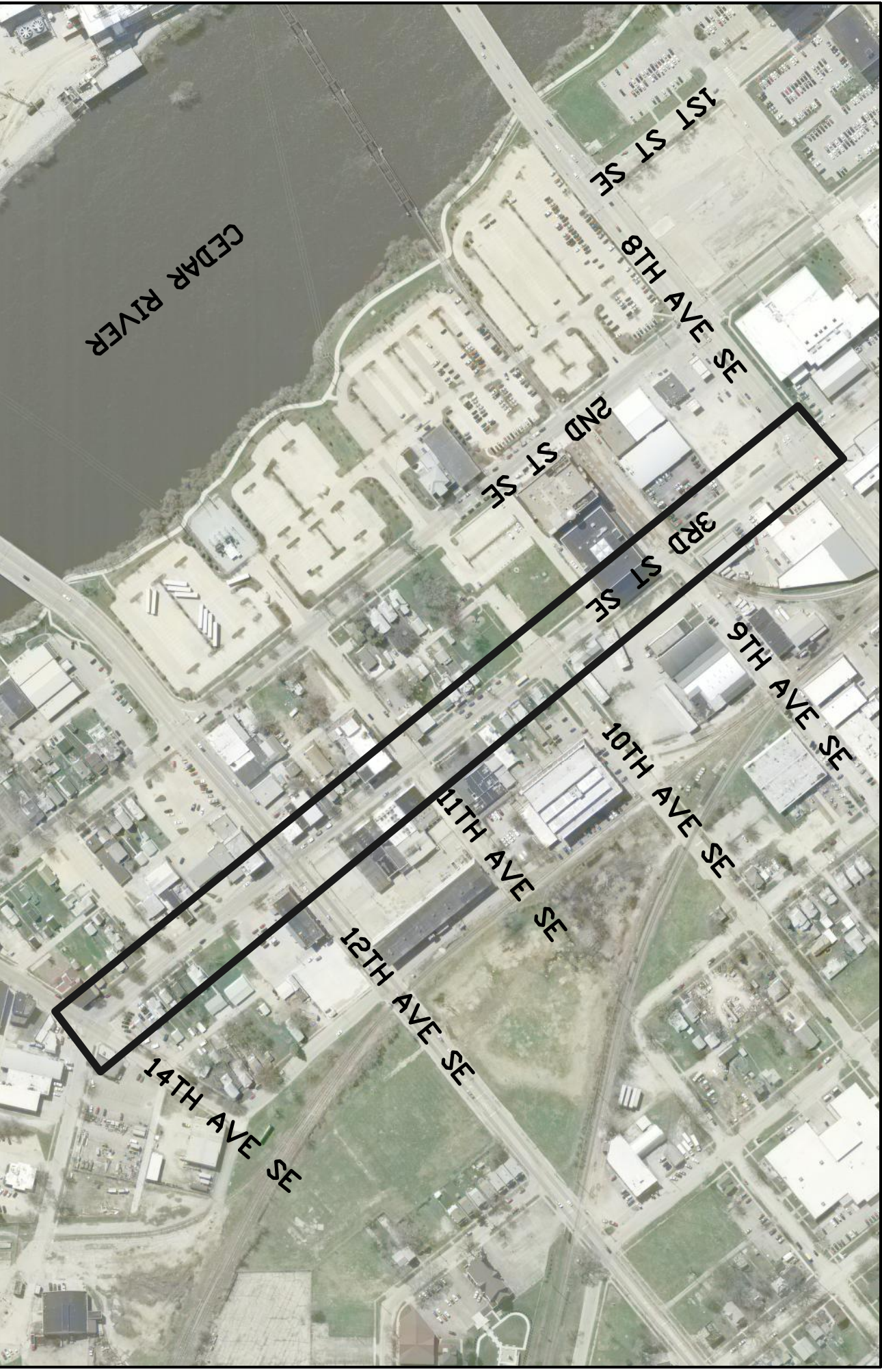
BE IT FURTHER RESOLVED that based on the Public Works Director / City Engineer's recommendation, the 3rd Street SE Reconstruction and Streetscape Improvements from 8th Avenue SE to 14th Avenue SE project, (Contract No. 321526-02) be and the same is hereby accepted as being substantially completed, and the City of Cedar Rapids Finance Director is authorized and directed to issue a warrant in the sum of \$147,446.96 to Rathje Construction Company as final payment.

The final contract price is \$2,948,939.30 distributed as follows: \$982,763.42 301-301000-30185-301659; \$194,651.95 304-304000-30485-304239; \$60,010.18 306-306000-30685-306336; \$1,245,229.45 321-321000-32185-321526; \$159,637.42 321-321000-32185-321538; \$9,406.25 354-354000-35486-354004; \$287,738.87 625-625000-625884-6252010071; \$9,501.76 330-330210-18511-SSD104

BE IT FURTHER RESOLVED, that the four-year correction period as provided by the Performance Bond commences on this date, and

BE IT FURTHER RESOLVED, that sales tax was not paid on the above project and therefore there is no refund to be submitted to the State of Iowa.

Passed this 17th day of December, 2013.



SCALE: NONE

3RD ST SE
FROM 8TH AVE TO 14TH AVE
STREETSCAPE PROJECT



CEDAR RAPIDS
CITY OF FIVE SEASONS

321526



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: John Reasoner
E-mail Address: j.reasoner@cedar-rapids.org

Phone Number/Extension: 5806

Alternate Contact Person: Chris Strecker, PE
E-mail Address: c.strecker@cedar-rapids.org

Phone Number/Extension: 5820

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes** **Map**
 Approval of two (2) Final Plats:

- a. Tech Place Third Addition, located at Prairie Rose Drive SW extension, east of Wheatland Drive SW. CIP/DID #47-12-019
- b. Hawks Point Fifth Addition, located east of West Post Road SW opposite Ruhd Street SW. CIP/DID #FLPT-004526-2013

Background:

The developers submitted the Final Plats in conformance with previously approved preliminary plats. The Public Works department reviewed the submittals and determined they comply with applicable preliminary plat conditions and applicable requirements for the following final plats:

- a. Tech Place Third Addition, located at Prairie Rose Drive SW extension, east of Wheatland Drive SW, containing fourteen (14) lots and a total plat area of 3.38 acres. CIP/DID #47-12-019
- b. Hawks Point Fifth Addition to Cedar Rapids, Linn County, Iowa, located east of West Post Road SW opposite Ruhd Street SW, containing nineteen (19) lots and a total plat area of 4.34 acres. CIP/DID #FLPT-004525-2013

Action / Recommendation:

The Public Works Department recommends approval of the resolution to approve Final Plats of Tech Place Third Addition and Hawks Point Fifth Addition to Cedar Rapids, Linn County, Iowa.

Alternative to the Recommendation:

1. Defer action until additional information is provided by the developers to address City Council requests.
2. Deny approval of plat and specify supplemental reasonable requirements to be met prior to reconsideration.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): NA

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Policy not applicable to final platting subdivisions.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

ENG
DSD
SWM
BSD
PD
FIR
WTR
STR
IT
LC SHERIFF
AMBULANCE
POST OFFICE
47-12-019
CRMFR# 12411

RESOLUTION NO.
RESOLUTION APPROVING PLAT

WHEREAS, A PLAT OF TECH PLACE THIRD ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA, containing Thirteen (13) numbered lots, numbered Lot One (1) through Lot Thirteen (13), and One (1) lettered Lot, lettered Lot 'A', all-inclusive, has been filed with the City Clerk and after consideration of the same is found to be correct and in accordance with the provisions of the laws of the State of Iowa, and the ordinances of the City of Cedar Rapids, in relation to Plats and Addition to Cities, and

WHEREAS, the property owner(s) has submitted the following executed agreement(s), and are included as part of the final plat documents:

1. Development Agreement
2. Agreement for Temporary Private Storm Water Detention
3. Agreement to Construct a Temporary Rock Cul-De-Sac

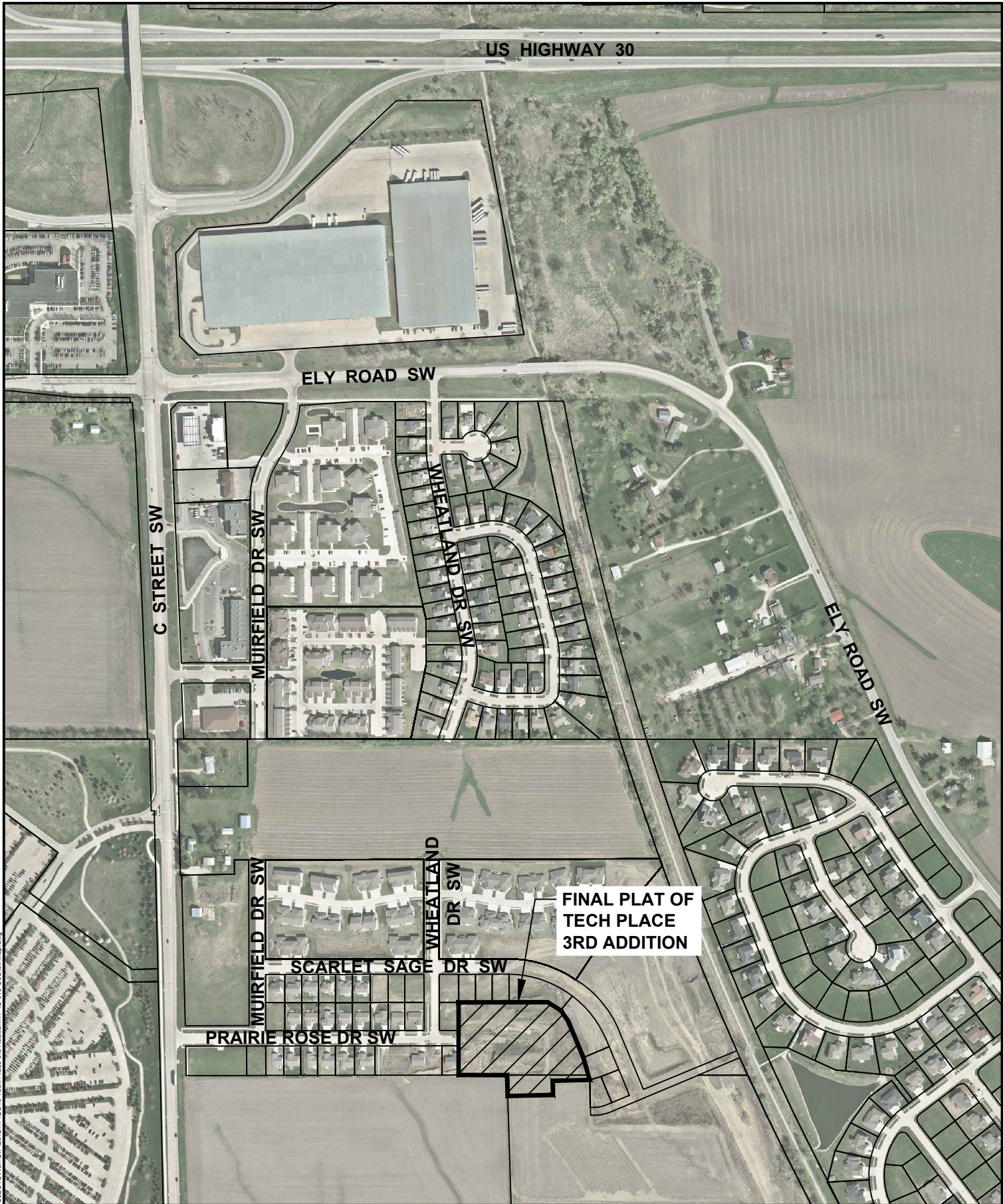
, and

WHEREAS, the agreement(s) as submitted are recommended for approval by the City Public Works Director/City Engineer,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

1. The City Council concurs with the recommendation of the City Public Works Director/City Engineer, and specifically finds that the proposed plat is in accordance with the provisions of the laws of the State of Iowa, and the ordinances of the City of Cedar Rapids, in relation to Plat and Addition to Cities, and also specifically Cedar Rapids Municipal Code Chapter 31, the Subdivision Ordinance.
2. The Mayor and City Council hereby accept the executed agreement(s), as noted above.
3. Said plat and dedication of said Tech Place Third Addition in the City of Cedar Rapids, Linn County, Iowa, be and the same is hereby acknowledged and approved on the part of the City of Cedar Rapids, Iowa, and the dedication to the public of all lands within the plat that are designated for streets, more specifically Lot A (Prairie Rose Drive SW) is hereby approved and accepted, and the dedication of the public easements for the purposes as shown on the final plat is hereby approved and accepted, and the City Clerk is hereby directed to certify this resolution of approval and affix the same to said plat as by law provided.

Passed this 17th day of December, 2013.





Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: John Reasoner
E-mail Address: j.reasoner@cedar-rapids.org

Phone Number/Extension: 5806

Alternate Contact Person: Chris Strecker, PE
E-mail Address: c.strecker@cedar-rapids.org

Phone Number/Extension: 5820

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes** **Map**
 Approval of two (2) Final Plats:

- a. Tech Place Third Addition, located at Prairie Rose Drive SW extension, east of Wheatland Drive SW. CIP/DID #47-12-019
- b. Hawks Point Fifth Addition, located east of West Post Road SW opposite Ruhd Street SW. CIP/DID #FLPT-004526-2013

Background:

The developers submitted the Final Plats in conformance with previously approved preliminary plats. The Public Works department reviewed the submittals and determined they comply with applicable preliminary plat conditions and applicable requirements for the following final plats:

- a. Tech Place Third Addition, located at Prairie Rose Drive SW extension, east of Wheatland Drive SW, containing fourteen (14) lots and a total plat area of 3.38 acres. CIP/DID #47-12-019
- b. Hawks Point Fifth Addition to Cedar Rapids, Linn County, Iowa, located east of West Post Road SW opposite Ruhd Street SW, containing nineteen (19) lots and a total plat area of 4.34 acres. CIP/DID #FLPT-004525-2013

Action / Recommendation:

The Public Works Department recommends approval of the resolution to approve Final Plats of Tech Place Third Addition and Hawks Point Fifth Addition to Cedar Rapids, Linn County, Iowa.

Alternative to the Recommendation:

1. Defer action until additional information is provided by the developers to address City Council requests.
2. Deny approval of plat and specify supplemental reasonable requirements to be met prior to reconsideration.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): NA

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Policy not applicable to final platting subdivisions.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

ENG
DSD
SWM
BSD
PD
FIR
WTR
STR
IT
LC SHERIFF
AMBULANCE
POST OFFICE
FLPT-004526-2013
CRMFR# 12411

RESOLUTION NO.
RESOLUTION APPROVING PLAT

WHEREAS, A PLAT OF HAWKS POINT FIFTH ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA, containing Eighteen (18) numbered lots, numbered Lot One (1) through Lot Eighteen (18), all inclusive, and One (1) lettered lot, lettered Lot 'A' has been filed with the City Clerk and after consideration of the same is found to be correct and in accordance with the provisions of the laws of the State of Iowa, and the ordinances of the City of Cedar Rapids, in relation to Plats and Addition to Cities, and

WHEREAS, the property owner(s) has submitted the following executed agreement(s), and are included as part of the final plat documents:

1. Development Agreement
2. Agreement to Construct a Temporary Rock Cul-De-Sac (Ruhd Street SW)
3. 20-Foot Sanitary Sewer Easement (Off-Site)

, and

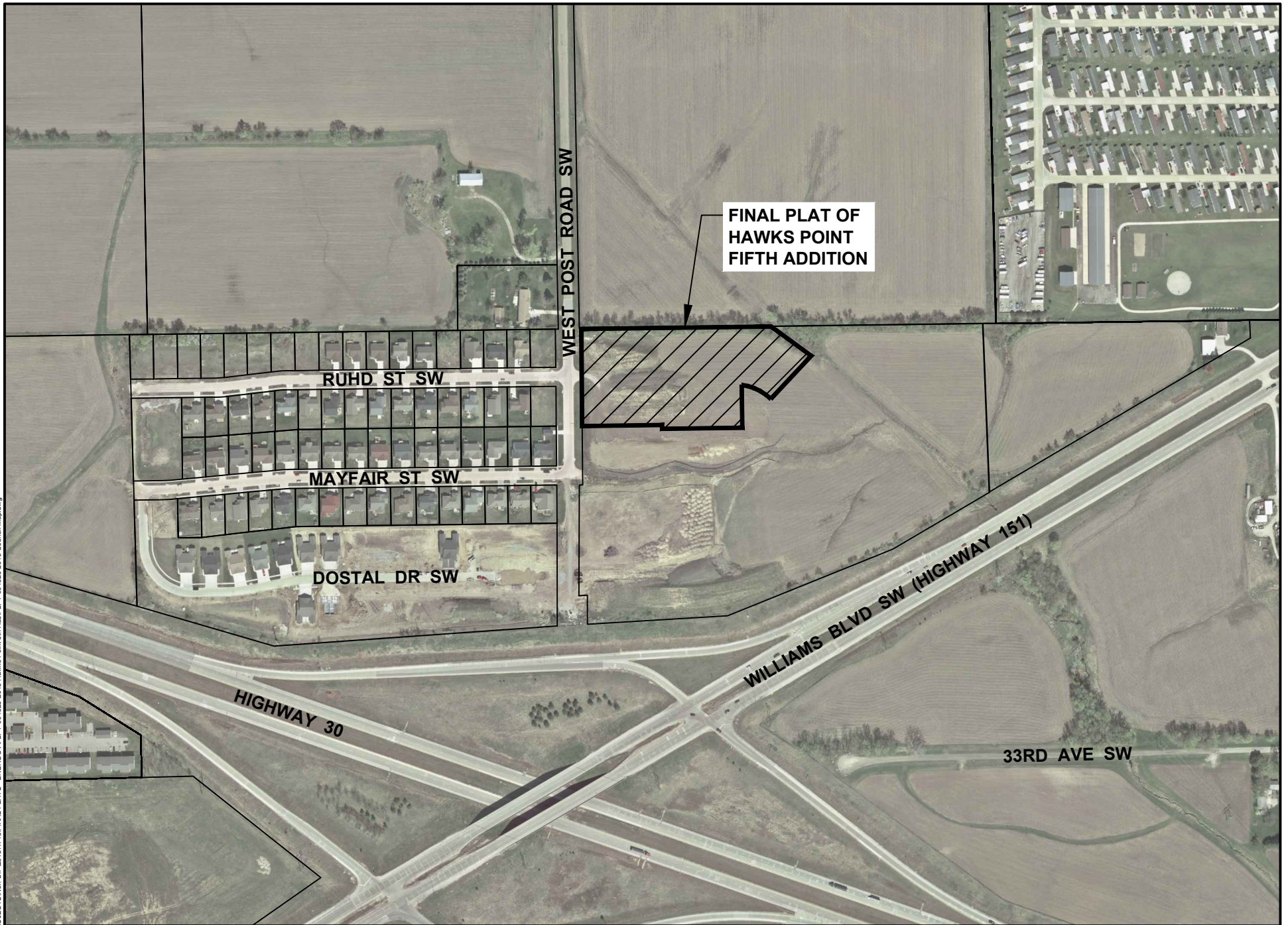
WHEREAS, the agreement(s) as submitted are recommended for approval by the City Public Works Director/City Engineer,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

1. The City Council concurs with the recommendation of the City Public Works Director/City Engineer, and specifically finds that the proposed plat is in accordance with the provisions of the laws of the State of Iowa, and the ordinances of the City of Cedar Rapids, in relation to Plat and Addition to Cities, and also specifically Cedar Rapids Municipal Code Chapter 31, the Subdivision Ordinance.
2. The Mayor and City Council hereby accept the executed agreement(s), as noted above.
3. Said plat and dedication of said Hawks Point Fifth Addition in the City of Cedar Rapids, Linn County, Iowa, be and the same is hereby acknowledged and approved on the part of the City of Cedar Rapids, Iowa, and the dedication to the public of all lands within the plat that are designated for streets, more specifically Lot 'A' (Ruhd Street SW and James Parkway SW) are hereby approved and accepted and the dedication of the public easements for the purposes as shown on the final plat is hereby approved and accepted, and the City Clerk is hereby directed to certify this resolution of approval and affix the same to said plat as by law provided.

Passed this 17th day of November, 2013.

Cadd File Name: W:\PROJECTS\Non-CIP\2013\4713\FINAL PLATS - ENERGO\FLPT-004526-2013 Hawks Point 5th Add\FLPT-004526-2013 Council Map.dwg



FINAL PLAT OF
HAWKS POINT FIFTH ADDITION
Location Map



0 FEET 400

FLPT-004526-2013

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Development Services**Presenter at meeting:** Joe Mailander**Phone Number/Ext:** 319 286-5822**Email:** j.mailander@cedar-rapids.org**Alternate Contact Person:** John Reasoner**Phone Number/Ext:** 319 286-5806**Email:** j.reasoner@cedar-rapids.org**Description of Agenda Item:** ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution approving the Final Plat of Westdale First Addition on the west side of Edgewood Road SW, south of Wilson Avenue SW. CIP/DID #FLPT-006886-2013

Background:

The developer submitted the Final Plat in conformance with previously approved preliminary plat. The Development Services Department reviewed the submittal and determined it complies with applicable preliminary plat conditions and applicable requirements for final plats.

This plat contains eight (8) lots and a total plat area of 8.84 acres.

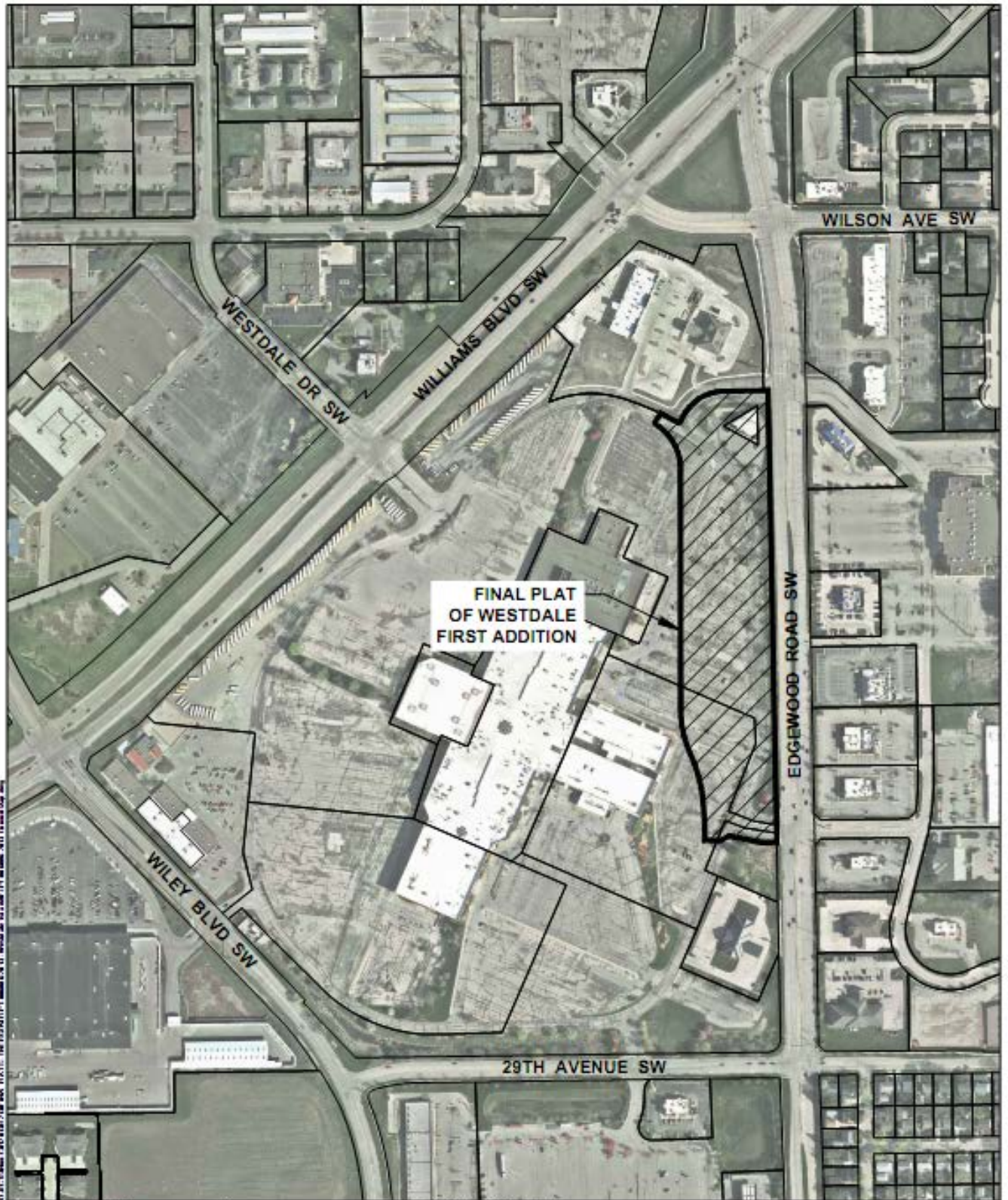
Action / Recommendation:

City staff recommends approval of the resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 Minutes**Budget Information (if applicable):****Local Preference Policy** Applies ☐ Exempt ☐ N/A ☒**Explanation:****Recommended by Council Committee** Yes ☐ No ☐ N/A ☐**Explanation (if necessary):**



Source: Aerial Imagery, Cedar Rapids, IA. Digitized by City of Cedar Rapids, IA. All rights reserved. No warranty is made for the accuracy of the information presented. The information is provided for informational purposes only.



**FINAL PLAT OF
WESTDALE FIRST ADDITION
Location Map**



FLPT-006886-2013

DSD ENG
BSD SWM
FIR PD
STR WTR
IT
LC SHERIFF
AMBULANCE
POST OFFICE
FLPT-006886-2013
CRMFR# 12411

RESOLUTION NO.

WHEREAS, A PLAT OF WESTDALE FIRST ADDITION TO THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA containing seven (7) lots, Numbered 1-7, all inclusive, and lettered Lot A, has been filed with the City Clerk and after consideration of the same is found to be correct and in accordance with the provisions of the laws of the State of Iowa, and the ordinances of the City of Cedar Rapids, in relation to Plats and Addition to Cities; and

WHEREAS, the property owner(s) has submitted the following executed agreement(s), and are included as part of the final plat documents:

1. Maintenance Agreement
2. Agreement for Private Sanitary Sewer Facilities
3. Agreement for Private Water Main Facilities

and

WHEREAS, the agreement(s) as submitted are recommended for approval by the Public Works Director / City Engineer;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

1. The City Council concurs with the recommendation of the City Engineer, and specifically finds that the proposed plat is in accordance with the provisions of the laws of the State of Iowa, and the ordinances of the City of Cedar Rapids, in relation to Plats and Addition to Cities, and also specifically Cedar Rapids Municipal Code Chapter 31, the Subdivision Ordinance.
2. The Mayor and City Council hereby accept the executed agreement(s), as noted above.
3. Said plat and dedication of said Westdale First Addition to the City of Cedar Rapids, Linn County, Iowa, be and the same is hereby acknowledged and approved on the part of the City of Cedar Rapids, Iowa, and the dedication of: (a) public access and public utility easements to Lot A (Westdale Parkway SW) which will remain a privately owned and maintained street area and (b) the public utility easements as shown on the final plat is hereby approved and accepted. The City Clerk is hereby directed to certify this resolution of approval and affix the same to said plat as by law provided.

Passed this 17th day of December, 2013.





Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Paula Mitchell

Phone Number/Ext: 319 286-5852

Email: p.mitchell@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution of support for Housing Enterprise Zone Program Agreements with the Iowa Economic Development Authority for Cedar Rapids Apartments Limited Partnership, Sonoma Square Senior Living, LLLP, TWG Development, LLC and T.W. Sather Company, Inc. CIP/DID #959319

Background:

On December 3, 2013, the City of Cedar Rapids Enterprise Zone Commission reviewed and approved the applications submitted by Cedar Rapids Apartments Limited Partnership, Sonoma Square Senior Living, LLLP, TWG Development, LLC and T.W. Sather Company, Inc.

Cedar Rapids Apartments Limited Partnership is located at 7th Street SW and 6th Street SW on 2nd Avenue SW. This is a proposed two-story, affordable housing building positioned to serve the senior population. It will house 22 one-bedroom units and 8 two-bedroom units. The project is eligible to receive Sales and Investment Tax Credits from the State for a value estimated at \$76,502 and 34,500, based on the proposed new housing construction.

Sonoma Square Senior Living is located at the corner of Ellis Boulevard NW and 600 J Avenue NW. This project is new construction of an affordable housing project for seniors. This will be a three floor, forty-eight (48) unit complex featuring seventeen (17) one bedroom and thirty-one (31) two bedroom units. The first floor will be used for parking and the project will feature multiple amenities, including: spacious two bedroom units; exercise room; community room with computer learning center; in unit laundry space with washer and dryer in every unit; dishwashers in every unit; security system and a gardening area. The project is eligible to receive Sales and Investment Tax Credits from the State for a value estimated at \$256,465 and \$100,000, based on the proposed new housing construction.

The TWG Development, LLC project involves the total rehabilitation of a seven-story, 107 unit apartment building and adjoining parking lot. The completed project will include a mix of efficiency, one and two bedroom units in a totally reconfigured building with 84 total units. The project will be a senior's only building with high quality finishes, attractive amenities and affordable rents. Historic tax credits are being requested which will allow the preservation of the historic features of this 88 year old building. The project is eligible to receive Sales and

Investment Tax Credits from the State for a value estimated at \$222,000, based on the proposed new housing construction.

The T.W. Sather Company, Inc. property is located at 6th Avenue SW between 2nd and 3rd Street SW. This project involves new construction of a sixty-four unit, four-story apartment building on a 72,000 square foot site. The building will include one, two and four bedroom units with a mix of affordable and market-rate units. The proposed development required the assemblage of several privately-owned properties along with several city-owned parcels and the vacation of 6th Avenue. The project is eligible to receive Sales and Investment Tax Credits from the State for a value estimated at \$192,000 and \$190,000, based on the proposed new housing construction.

Action / Recommendation:

City staff recommends approval of the resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

No impact to City budget, as Enterprise Zone Program benefits are state sales tax refunds.

Local Preference Policy Applies ☐ Exempt ☒

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR HOUSING ENTERPRISE ZONE PROGRAM
AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND CEDAR RAPIDS APARTMENTS LIMITED PARTNERSHIP

WHEREAS, Cedar Rapids Apartments Limited Partnership submitted application to the City of Cedar Rapids Enterprise Zone Commission for construction of a two story building located within the Cedar Rapids EZ-2 Enterprise Zone; and

WHEREAS, the City of Cedar Rapids Enterprise Zone Commission approved the applications by Resolution on December 3, 2013; and

WHEREAS, Cedar Rapids Apartments Limited Partnership is eligible to receive Sales and Tax Credits from the State for a value estimated at \$76,502 and \$34,500 for the two story building, based on the proposed new housing construction; and

WHEREAS, the City Council supports the creation of high quality workforce housing in the City's core neighborhoods and leveraging of State funds to keep the homes affordable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that on behalf of the City of Cedar Rapids, the City Manager, or his designee, is hereby authorized to execute the Housing Enterprise Zone Program Agreements with Cedar Rapids Apartments Limited Partnership and related documentation as required.

Passed this 17th Day of December, 2013.

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR HOUSING ENTERPRISE ZONE PROGRAM
AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND SONOMA SQUARE SENIOR LIVING, LLLP

WHEREAS, Sonoma Square Senior Living, LLLP submitted application to the City of Cedar Rapids Enterprise Zone Commission for construction of a two story building located within the Cedar Rapids EZ-2 Enterprise Zone; and

WHEREAS, the City of Cedar Rapids Enterprise Zone Commission approved the applications by Resolution on December 3, 2013; and

WHEREAS, Sonoma Square Senior Living, LLLP is eligible to receive Sales and Tax Credits from the State for a value estimated at \$256,465 and \$100,00 for the three floor, forty-eight (48) unit complex, based on the proposed new housing construction; and

WHEREAS, the City Council supports the creation of high quality workforce housing in the City's core neighborhoods and leveraging of State funds to keep the homes affordable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that on behalf of the City of Cedar Rapids, the City Manager, or his designee, is hereby authorized to execute the Housing Enterprise Zone Program Agreements with Sonoma Square Senior Living, LLLP and related documentation as required.

Passed this 17th Day of December, 2013.

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR HOUSING ENTERPRISE ZONE PROGRAM
AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND TWG DEVELOPMENT, LLC

WHEREAS, TWG Development, LLC submitted application to the City of Cedar Rapids Enterprise Zone Commission for construction of a two story building located within the Cedar Rapids EZ-2 Enterprise Zone; and

WHEREAS, the City of Cedar Rapids Enterprise Zone Commission approved the applications by Resolution on December 3, 2013; and

WHEREAS, TWG Development, LLC is eligible to receive Sales and Tax Credits from the State for a value estimated at \$222,000 for rehabilitation of a seven-story, 107 unit apartment building, based on the proposed new housing construction; and

WHEREAS, the City Council supports the creation of high quality workforce housing in the City's core neighborhoods and leveraging of State funds to keep the homes affordable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that on behalf of the City of Cedar Rapids, the City Manager, or his designee, is hereby authorized to execute the Housing Enterprise Zone Program Agreements with TWG Development, LLC and related documentation as required.

Passed this 17th Day of December, 2013.

RESOLUTION NO.

RESOLUTION OF SUPPORT FOR HOUSING ENTERPRISE ZONE PROGRAM
AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND T.W. Sather Company, Inc.

WHEREAS, T.W. Sather Company, Inc. submitted application to the City of Cedar Rapids Enterprise Zone Commission for construction of a sixty-four unit, four story apartment building located within the Cedar Rapids EZ-2 Enterprise Zone; and

WHEREAS, the City of Cedar Rapids Enterprise Zone Commission approved the applications by Resolution on December 3, 2013; and

WHEREAS, T.W. Sather Company, Inc. is eligible to receive Sales and Tax Credits from the State for a value estimated at \$192,000 and \$190,000 for the sixty-four unit, four story apartment building, based on the proposed new housing construction; and

WHEREAS, the City Council supports the creation of high quality workforce housing in the City's core neighborhoods and leveraging of State funds to keep the homes affordable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that on behalf of the City of Cedar Rapids, the City Manager, or his designee, is hereby authorized to execute the Housing Enterprise Zone Program Agreements with T.W. Sather Company, Inc. and related documentation as required.

Passed this 17th Day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Caleb Mason

Phone Number/Ext: 319 286-5188

Email: c.mason@cedar-rapids.org

Alternate Contact Person: Paula Mitchell

Phone Number/Ext: 319 286-5852

Email: p.mitchell@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution authorizing negotiation of a Development Agreement with Sonoma Square Senior Living, LLLP for the redevelopment of nine (9) City-owned properties at 606 J Avenue NW, 610 J Avenue NW, 1106 6th Street NW, 1108 6th Street NW, 1110 6th Street NW, 1116 6th Street NW, 1111 Ellis Boulevard NW, 1113 Ellis Boulevard NW and 1101 Ellis Boulevard NW (**FLOOD**). CIP/DID #654103

Background:

The City received one (1) proposal by the December 2, 2013 deadline for the redevelopment of nine (9) City-owned properties. The City received a proposal from Sonoma Square Senior Living, LLLP to construct a three-story, 48-unit affordable senior apartment complex. The Developer is seeking funding through the Iowa Finance Authority's (IFA) Low-Income Housing Tax Credit (LIHTC) program.

On December 3, 2013 the City Council authorized Resolution No. 1919-12-13 to provide support and conditional funding for the project by way of Urban Revitalization Tax Exemption (URTE). The Resolution authorized execution of an Option to Purchase Agreement for the City-owned properties with contingency of completing the disposition process pursuant to Iowa Code. This resolution would remove that contingency in the Option Agreement.

Upon the award of tax credits, staff will commence negotiating the terms of the Development Agreement with emphasis on site and architectural design consistent with the neighborhood character. The Agreement will contain relief provisions consistent with the Planned Unit Development (PUD) zoning approved for the site in exchange for exceeding City design and engineering standards.

Action / Recommendation:

City staff recommends approval of the resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

Local Preference Policy Applies ☐ Exempt ☒

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

RESOLUTION NO.

RESOLUTION AUTHORIZING NEGOTIATION OF A DEVELOPMENT
AGREEMENT WITH SONOMA SQUARE SENIOR LIVING LLLP FOR THE
REDEVELOPMENT OF NINE (9) CITY-OWNED PROPERTIES AT 606 J
AVENUE NW, 610 J AVENUE NW, 1106 6TH STREET NW, 1108 6TH STREET
NW, 1110 6TH STREET NW, 1116 6TH STREET NW, 1111 ELLIS BOULEVARD
NW, 1113 ELLIS BOULEVARD NW AND 1101 ELLIS BOULEVARD NW

WHEREAS, the City acquired property at 606 J Avenue NW, 610 J Avenue NW, 1106 6th Street NW, 1108 6th Street NW, 1110 6th Street NW, 1116 6th Street NW, 1111 Ellis Boulevard NW, 1113 Ellis Boulevard NW, and 1101 Ellis Boulevard NW (the "Properties") through the Voluntary Property Acquisition Program; and;

WHEREAS, on October 30, 2013 a Public Notice of invitation for competitive proposals was published in the Cedar Rapids Gazette; and

WHEREAS, on November 5, 2013 the City Council made a motion to conduct a Public Hearing, and a Public Hearing was held on November 19, 2013 on the possible disposition of the Properties; and

WHEREAS, the City received one (1) proposal for the redevelopment of the Properties from Sonoma Square Senior Living, LLLP proposing to construct a 48-unit affordable senior apartment and submit the project for funding through Iowa Finance Authority's (IFA) Low-Income Housing Tax Credit (LIHTC) program; and

WHEREAS, the proposed project provides a public benefit by creating affordable senior housing; and

WHEREAS, the City is desirous of supporting a range of high quality housing options which are affordable at a variety of price points to serve multi-generational needs;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, as follows:

1. The City Manager is authorized and directed to negotiate the terms and conditions of a Development Agreement with Sonoma Square Senior Living, LLLP for the purchase and redevelopment of the Properties.
2. At such time as the terms and conditions of the Development Agreement are sufficiently clear and definite, the City Manager is directed to present such Development Agreement to the City Council for consideration.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Gary Petersen, PE
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5153

Alternate Contact Person: Rob Davis, PE
E-mail Address: r.davis@cedar-rapids.org

Phone Number/Extension: 5808

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**

Resolution accepting work and fixing amount to be assessed for the 1st Avenue and Collins Road NE and 40th Street NE Improvements project. CIP/DID #301447-00

Background:

Construction has been substantially completed by Peterson Contractors, Inc. for the 1st Avenue and Collins Road NE improvements project, and by City Wide Construction for the 40th Street NE from C Avenue to 1st Avenue Sidewalk Extension project. This is a previously approved Capital Improvements Project (CIP No. 301447) with a construction amount of \$8,913,956.71, and approved Capital Improvement Project (CIP No. 301736) with a final construction amount of \$230,405.38. Total for both projects combined is \$9,144,362.09. The Public Works Department has inspected the work completed to date and determined the work to be in substantial conformance with the contract requirements. The preliminary assessments totaled \$1,164,410. The proposed final assessments total \$909,500.

Action / Recommendation:

The Public Works Department recommends adoption of the resolution to accept the work and fix the amount to be assessed for the 1st Avenue and Collins Road NE and 40th Street NE Improvements project.

Alternative to the Recommendation:

Revise the current sidewalk assessment policy from a 50/50 contribution program for residential zonings and a 75/25 contribution for commercial zonings, to something with a higher city contribution, and in turn lower the assessments. Revise project right turn lane methodology from a 50/50 contribution program to something with a higher city contribution and in turn lower the assessments. The FY 2015 budget does not include additional funds for contributions, so funding source would have to be identified if the Council wants to pursue.

Time Sensitivity: Must be acted on by December 17, 2013 due to assessment schedule

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Final assessment proceedings as defined by Code of Iowa.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

RESOLUTION NO.

RESOLUTION ACCEPTING WORK AND FIXING AMOUNT TO BE ASSESSED

WHEREAS, on November 10, 2009, the City of Cedar Rapids, Iowa, entered into contract with Peterson Contractors, Inc. of Reinbeck, Iowa, for the construction of the 1st Avenue and Collins Road NE improvements project within the City, as therein described; and

WHEREAS, on May 25, 2010, the City of Cedar Rapids, Iowa, entered into contract with City Wide Construction of Cedar Rapids, Iowa, for the construction of the 40th Street NE from C Avenue to 1st Avenue Sidewalk Extension project within the City, as therein described; and

WHEREAS, said contractors have substantially completed the construction of said improvements, known as the 1st Avenue and Collins Road NE and 40th Street NE Improvements in accordance with the terms and conditions of said contracts and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on December 10, 2013:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA:

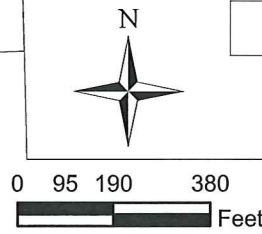
Section 1. That said report of the Engineer be and the same is hereby approved and adopted and said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The total construction contract cost of the improvements payable under said contract is hereby determined to be \$9,144,362.09

Section 2. The total cost of improvements including construction, engineering, legal and administrative costs are determined to be \$10,227,973.16.

BE IT FURTHER RESOLVED, that the Engineer is hereby instructed to prepare a final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the 1st Avenue and Collins Road NE and 40th Street NE Improvements together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and against any railway or street railway legally assessable therefore, and \$909,500 of the whole amount of the cost of said improvements shall be assessed against the benefited properties, but not in excess of the amounts so assessed in the preliminary plat and schedule for the improvement, and filed in the office of the Clerk.

PASSED AND APPROVED this 17th day of December, 2013.

FINAL ASSESSMENT PLAT
1ST AVENUE AND COLLINS ROAD NE
AND 40TH STREET NE IMPROVEMENTS
(CIP 301447)



Legend

- Right Turn Lane District Boundary
- New Sidewalk
- Assessment Boundary
- Project Improvements
- Right Turn Lane District ID
- Parcel Number



I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Engineer under the laws of the State of Iowa.

Jeffrey C. Morrow
Jeffrey C. Morrow Iowa Reg No. 14259
My License renewal date is December 31, 2015
Pages covered by this seal: ALL



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Gary Petersen, PE
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5153

Alternate Contact Person: Doug Wilson, PE
E-mail Address: d.wilson@cedar-rapids.org

Phone Number/Extension: 5141

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**

Resolution fixing value of lots and adopting preliminary plat and schedule, estimate of cost and proposed preliminary plans and specifications for the construction of the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project. CIP/DID #3012001-00

Background: This project proposes to construct a Shared Use Path on the east side of Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW. This improvement is the last phase of the multi-phase Edgewood Road SW improvements from Highway 30 to 60th Avenue SW, and provides an extension of the existing Shared Use Path that currently stops at Prairie Valley Court SW. The improvements include a bridge over Highway 30, an underpass structure for the westbound Highway 30 off-ramp, and using the existing undercrossing of the eastbound Highway 30 on-ramp

When infrastructure construction by the City has benefited adjacent land, it has been the City's practice to assess for the benefit they receive. If not assessed, the City is essentially increasing property value at the cost of taxpayers. City Council passed the first, preliminary resolution for the construction of improvements on December 3, 2013.

The proposed resolution is part of a series of resolutions (as shown on the attached flow chart), which will lead to an assessment public hearing on this project. This resolution adopts the preliminary assessment plat and schedule, including lot valuations, and project cost opinion.

This resolution establishes the lot valuations as shown on the attached schedule under the column "Council Valuations". Per Iowa Code, a special assessment levied cannot exceed 25 percent of the lot valuation. A valuation must be the present fair market value of the property with the proposed public improvement completed. Developed parcels 1 and 2 shown on the attached plat are recommended to use the City Assessor property value.

Action / Recommendation:

The Public Works Department recommends adoption of the resolution fixing value of lots and adopting preliminary plat and schedule, estimate of cost and proposed preliminary plans and specifications for the construction of the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project.

Alternative Recommendation (if applicable):

If resolution is not adopted, the assessment will not proceed. The project will then require funding by TIF and the STP grant, general obligation funds, or the project abandoned.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): CIP No. 3012001 and 305121

Local Preference Policy: Applies ☐ Exempt ☒

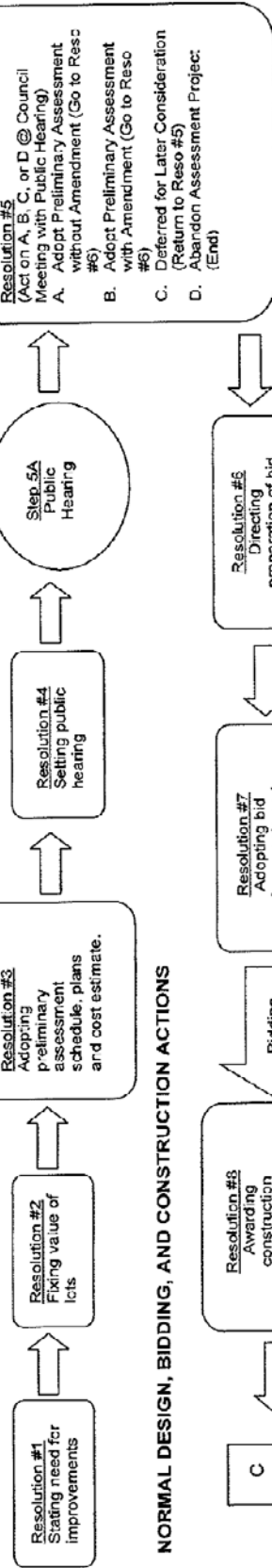
Explanation: Proposed resolution is an Assessment step, not a purchase.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

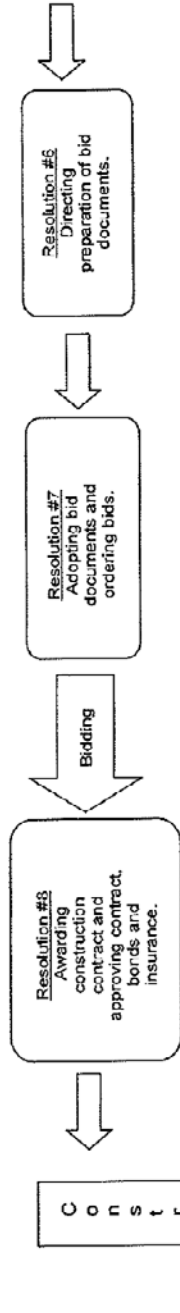
Explanation (if necessary):

FLOWCHART FOR CITY COUNCIL ACTIONS IN SPECIAL ASSESSMENT PROCESS* **SUMMARY**

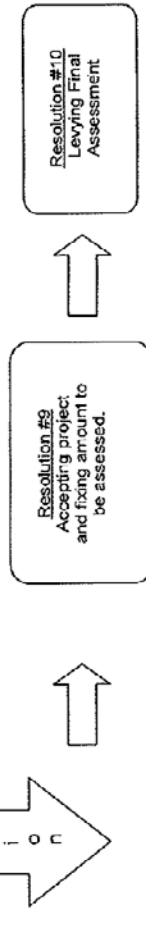
PRELIMINARY ASSESSMENT ACTIONS



NORMAL DESIGN, BIDDING, AND CONSTRUCTION ACTIONS

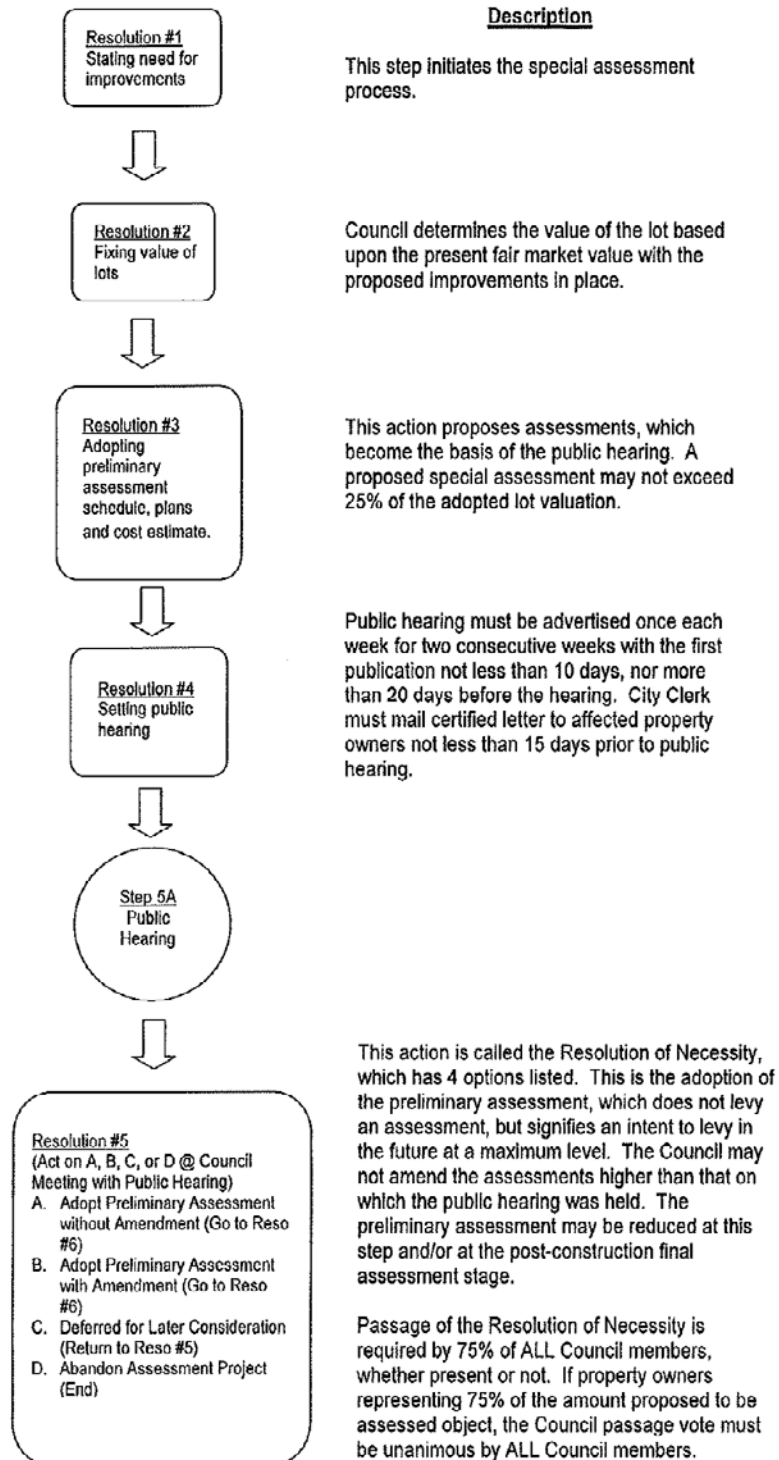


FINAL ASSESSMENT ACTIONS



* Sidewalk repair assessments may skip Resolution #4, Step 5A, Resolution #5, and Resolution #6.

CITY COUNCIL ACTIONS IN SPECIAL ASSESSMENT PROCESS PRELIMINARY ASSESSMENT



UPDATED 8.29.07

Page 2 of 2

RESOLUTION NO.

RESOLUTION FIXING VALUE OF LOTS AND ADOPTING PRELIMINARY PLAT AND
SCHEDULE, ESTIMATE OF COST AND PROPOSED PRELIMINARY PLANS AND
SPECIFICATIONS FOR THE CONSTRUCTION OF THE SHARED USE PATH ON
EDGEWOOD ROAD SW FROM PRAIRIE VALLEY COURT SW TO 37TH AVENUE SW
(CIP No. 3012001-00)

WHEREAS, this Council after full investigation has arrived at a determination of the value of each lot located within the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW from 37th Avenue SW project, said valuation being set forth in a preliminary schedule entitled "Preliminary Assessment Schedule", under the column therein headed "Property Valuation", and

WHEREAS, this Council has caused to be prepared preliminary plat, schedule and estimate of cost, together with preliminary plans and specifications, for the construction of the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW from 37th Avenue SW project and this Council has fixed the valuations of the property proposed to be assessed as shown therein, and

WHEREAS, the Council finds that each lot separately assessed in the schedule of assessments meets the definition of a lot as described in Iowa Code Section 384.37(5) or in the case of lots consisting of multiple parcels that the parcels have been assembled into a single unit for the purpose of use or development, and

WHEREAS, said plat and schedule, estimate of cost and preliminary plans and specifications appear to be proper for the purpose intended, and

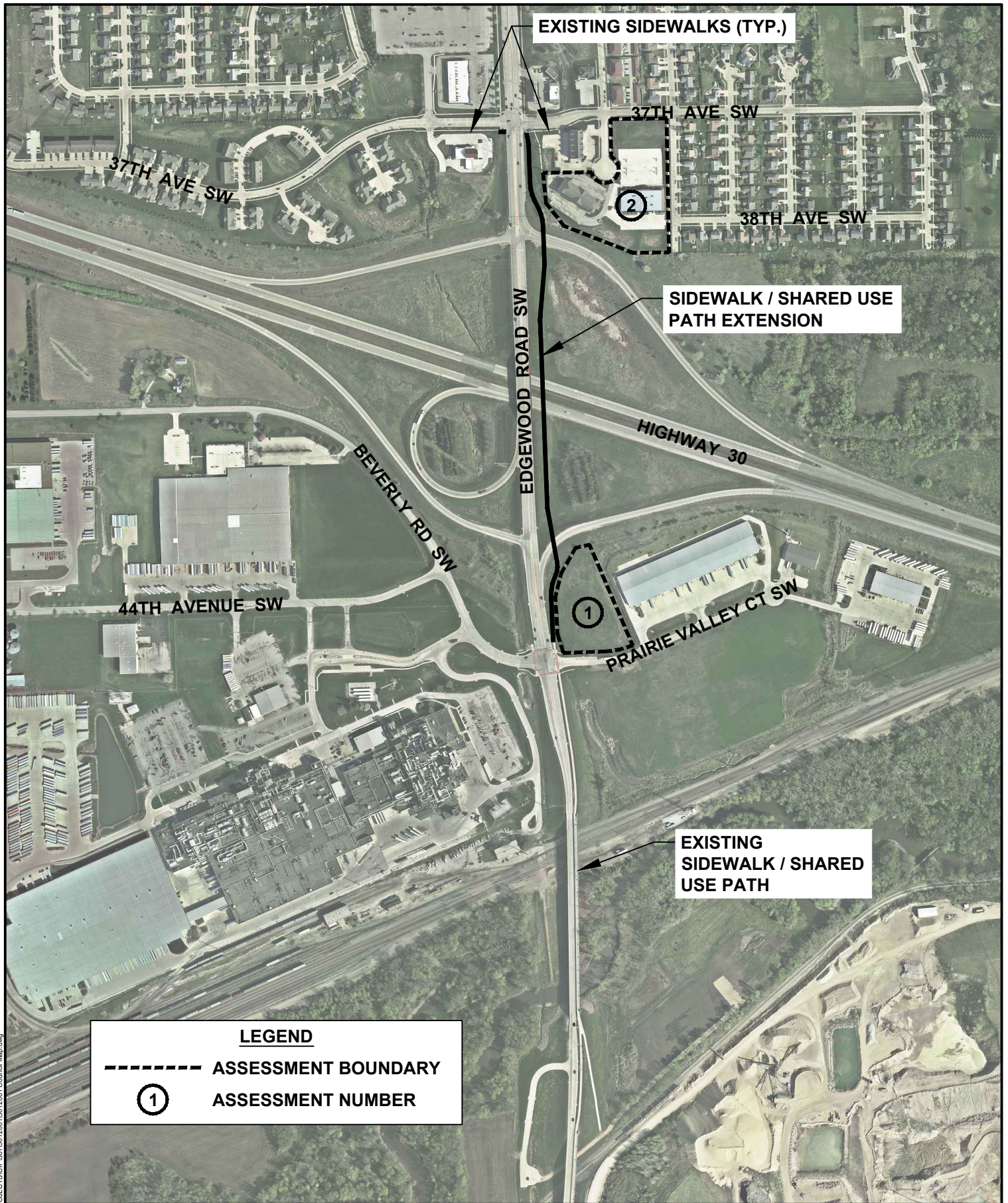
WHEREAS, said improvements will be constructed according to the Cedar Rapids Metropolitan Area Standard Specifications for Public Improvements,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that said schedule of values, hereinabove referred to, be and the same is adopted as the valuation of the lots, with the proposed public improvements completed, within the boundaries of said improvements and the Clerk is hereby directed to deliver the same to AECOM Technical Services, Inc., the Engineer, for said project, said Engineer to insert said values in the schedule of assessments which is to be prepared and filed with this Council, and

BE IT FURTHER RESOLVED, that said plat and schedule, estimate of cost and preliminary plans and specifications be and the same are hereby adopted as the proposed plat, schedule, estimate of cost and preliminary plans and specifications for said improvements and are hereby ordered placed on file with the Clerk for public inspection, and

BE IT FURTHER RESOLVED, that the boundaries of the District for the making of said improvements, as shown in the Engineer plat, be and the same are hereby fixed as the boundaries of said Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project.

Passed this 17th day of December, 2013.



EXISTING SIDEWALKS (TYP.)

37TH AVE SW

38TH AVE SW

SIDEWALK / SHARED USE
PATH EXTENSION

HIGHWAY 30

BEVERLY RD SW

44TH AVENUE SW

PRAIRIE VALLEY CT SW

EXISTING
SIDEWALK / SHARED
USE PATH

LEGEND

----- ASSESSMENT BOUNDARY

①

ASSESSMENT NUMBER



SHARED USE PATH ON EDGEWOOD ROAD SW FROM
PRAIRIE VALLEY COURT SW TO 37TH AVENUE SW PROJECT



0 FEET 600



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Development Services

Presenter at meeting: Vern Zakostelecky
Email: v.zakostelecky@cedar-rapids.org

Phone Number/Ext: 319 286-5043

Alternate Contact Person: Joe Mailander
Email: j.mailander@cedar-rapids.org

Phone Number/Ext: 319 286-5822

Description of Agenda Item: ☒ **Consent** ☒ **Ordinance** ☐ **Regular Agenda**

Resolution amending the Future Land Use Map in the City's Comprehensive Plan and the Pleasant Prairie Area Neighborhood Plan Map from Office and Medium Density Residential to Commercial for property at 4625 Tower Terrace Road NE as requested by Twisters Gymnastics and HJD Investments, LLC. CIP/DID #FLUMA-003506-2013

Background:

The request for a Future Land Use Map Amendment and rezoning of this property was reviewed by the City Planning Commission on June 27, 2013 and recommended approval on a 6 to 2 vote. There were no objectors or concerned citizens present.

City Council held public hearings for the FLUMA and rezoning on July 23, 2013. The applicant requested the City hold off on the readings of the Ordinance and voting on the Resolution for the FLUMA while issues regarding provision of water and sanitary sewer for the proposed development were worked out. The applicant has come to a resolution on these issues and now would like to complete the rezoning process.

The applicant is requesting rezoning to allow for the development of a gymnastics training and event facility. The applicant has also submitted a request to amend the Pleasant Prairie Area Neighborhood Plan Map to a commercial designation. The request for rezoning was submitted without a Preliminary Site Development Plan. If the applications for the Plan Map amendment and rezoning are approved the applicant will need to submit for Preliminary Site Development Plan and Administrative Site Development Plan approval prior to commencing development of the site.

Application Process/Next Steps:

Actions	Comments
City staff review	<ul style="list-style-type: none"> City staff reviewed the application and recommended revisions, which were made.
City Planning Commission review	<ul style="list-style-type: none"> The City Planning Commission reviewed both applications on June 27, 2013 and recommended approval of both by a 6 to 2 vote. A portion of those minutes are included as Attachment A. There were no objectors and this is not a flood related item.

City Council consideration	<ul style="list-style-type: none"> • A Public Hearing was held on July 23, 2013 to consider this application & allow for public input. • Approval of the Future Land Use Map Amendment will require a majority vote on a resolution.
----------------------------	--

Action / Recommendation:

City staff recommends approval of Future Land Use Map Amendment Resolution with an affirmative vote on the resolution.

Alternative Recommendation:

Table this item and request further information.

Time Sensitivity: N/A

Resolution Date: N/A

Estimated Presentation Time: 0 minutes/Consent Item

Budget Information (if applicable): N/A

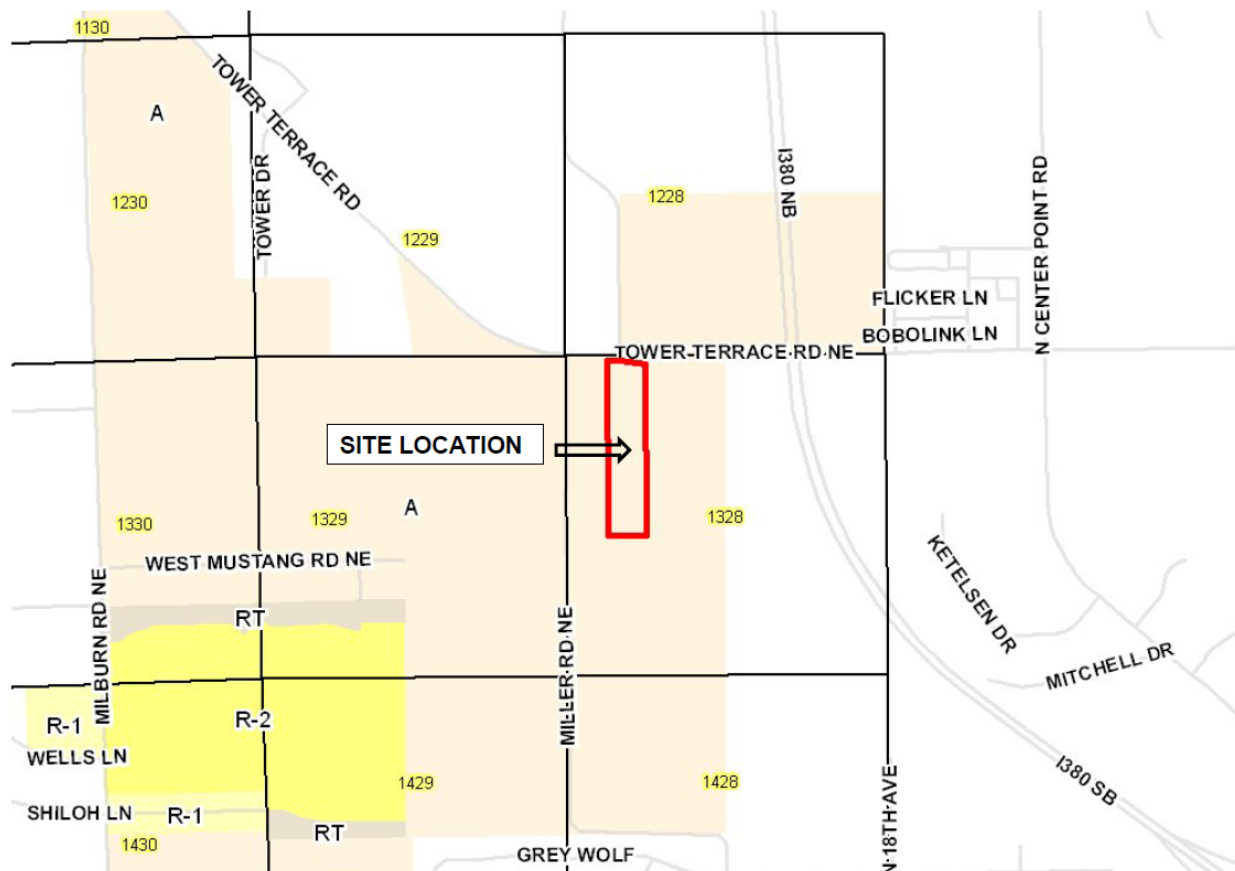
Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

Location Map





Attachment A
City Planning Commission
City of Cedar Rapids
101 First Street SE
Cedar Rapids, IA 52401
Telephone: (319) 286-5041

MINUTES
CITY PLANNING COMMISSION REGULAR MEETING,
Thursday, June 27, 2013 @ 3:00 p.m.
Cedar Rapids City Hall Council Chambers, 101 First Street SE

Members Present: Scott Overland, Chair
 Jim Halverson, Vice – Chair
 Scott Friauf
 Gloria Frost
 Carletta Knox-Seymour
 Laura Seaton
 Allan Thoms
 Virginia Wilts

Members Absent: Mike Tertinger

DSD Staff: Vern Zakostelecky, Planner
 Joe Mailander, Manager
 Dave Houg, Zoning Specialist

CD Staff: Seth Gunnerson, Planner
 Alicia Abernathy, Administrative Assistant

The meeting was called to order at 3:01 p.m.

Opening statements were presented stating the protocol of the meeting and the purpose of the City Planning Commission.

Roll call was answered with seven (7) Commissioners present and two (2) absent.

Commissioner Overland stated Commissioners have received the minutes from June 6, 2013 and called for additions or corrections. Commissioner Thoms made a motion to approve the minutes from June 6, 2013. Commissioner Wilts seconded the motion. The motion passed unanimously with none opposed.

Commissioner Overland called for a motion to approve the agenda. Commissioner Frost made a motion to approve the agenda. Commissioner Halverson seconded the motion. The motion passed unanimously with none opposed.

REGULAR AGENDA

- 1. Case Name: 4625 Tower Terrace Road NE (FLUMA and Rezoning) Case No. FLUMA-003506-2013 and RZNE-002991; Case Manager: Vern Zakostelecky**

- a) Request for an amendment to the Future Land Use Map in the City's Comprehensive Plan from Office and Medium Density Residential to Commercial as requested by Twisters Gymnastics (Applicant) and HJD Investments LLC (Titleholder).
- b) Recommendation for approval of a rezoning from A, Agriculture Zone District to C-MU, Commercial Mixed Use Zone District as requested by Twisters Gymnastics (Applicant) and HJD Investments LLC (Titleholder).

Vern Zakostelecky, Development Services, stated the property is south of Tower Terrace Road and west of Interstate 380. The applicant is looking to develop a gymnastics training and event facility. The applicant is Twisters Gymnastics who currently own a facility in Hiawatha and are looking to develop a new facility. A site plan was not submitted with the rezoning so the site plan will return to City Planning Commission in the future. This is an amendment to the Pleasant Prairie Neighborhood Plan as the area was being contested for annexation by Hiawatha when the Comprehensive Plan was adopted. The Comprehensive Plan shows it as a future planning area. City staff met with the neighborhood residents and developed an area plan with a future land use map associated with the plan. Mr. Zakostelecky presented a location map and aerial photo pointing out the property location and the potential Tower Terrace Road Interchange. A neighboring property owner contacted City staff and pointed out a well is located on the property and requested the well be capped to ensure no future contamination. Mr. Zakostelecky presented the Pleasant Prairie Neighborhood Area Plan pointing out future road extensions in relation to the property.

Commissioner Overland called for questions of Mr. Zakostelecky. Commissioner Thoms stated by making this change, the City is committing to making the entire area commercial. Mr. Zakostelecky stated that is correct to a certain extent. This type of use is allowed in a commercial district but is more of a service related activity. The City does not currently have public sewer or water at this location and would have to provide a lift station to allow sewer and water.

Commissioner Thoms asked what was located west of the property. Mr. Zakostelecky stated a large lot single-family home is located west of the property. An effort has been made to reach out to the neighborhood in regard to the land use and rezoning changes.

Commissioner Halverson stated for the record his daughter was employed by Twisters Gymnastics and was a gymnast there for several years but he does not feel it would require recusal from the discussion. Commissioner Halverson asked why the conditions do not list the capping of the well. Mr. Zakostelecky stated it was not included in the staff report as the well was brought to staff attention a few days prior to the meeting but the capping of the well should be included in the motion as a condition.

Commissioner Overland called for a representative of the applicant. The applicant did not wish to speak. Commissioner Overland called for members of the public who wished to speak. No member of the public wished to speak.

Commissioner Overland called for a motion to approve the Future Land Use Map Amendment. Commissioner Halverson made a motion to approve the Future Land Use Map Amendment from Office and Medium Density Residential to Commercial with the additional condition of capping the well. Commissioner Knox-Seymour seconded the motion.

Commissioner Overland called for discussion on the motion. Commissioner Thoms stated he does not support the motion as there has not been a complete effort of determining what the use of the land is going to be overall. Commissioner Friauf stated Hiawatha, Marion and Cedar Rapids are spending a lot of money to get Tower Terrace Road to be a recognizable roadway and growth will happen rapidly once the roadway is complete. Mr. Zakostelecky stated Iowa DOT was weighed in on the development to ensure it does not interfere with the Tower Terrace Road Interchange. Commissioner Halverson stated this use is more conducive for the area rather than residential. Commissioner Thoms stated he is objecting to changing the land use to commercial.

Commissioner Overland called for a vote on the motion. The motion passed with a vote of six (6) to two (2).

Commissioner Overland called for a motion to approve the rezoning. Commissioner Friauf made a motion to approve the rezoning from A, Agriculture Zone District to C-MU, Commercial Mixed Use Zone District with the additional condition of capping the well. Commissioner Halverson seconded the motion.

Commissioner Overland called for discussion on the motion. No discussion was presented. The motion passed with a vote of six (6) to two (2).

The meeting was adjourned at 3:45 p.m.

Respectfully Submitted,

Alicia Abernathey, Administrative Assistant II
Community Development

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CEDAR RAPIDS, IOWA AMENDING THE FUTURE LAND USE
MAP OF THE COMPREHENSIVE PLAN FOR PROPERTY AT
4625 TOWER TERRACE ROAD NE FROM OFFICE AND
MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

WHEREAS, the City Council adopted the Comprehensive Plan for Cedar Rapids on May 19, 1999, which is a statement of the community's vision for its own future and a guide to achieve that vision; and

WHEREAS, said Comprehensive Plan includes a Future Land Use Map which indicates the general locations and extent of various land uses to ensure that zoning is consistent with the various elements of the Comprehensive Plan; and

WHEREAS, the City Council adopted Resolution No. 2528-12-05, dated December 7, 2005, which sets forth procedures for amending the Comprehensive Plan; and

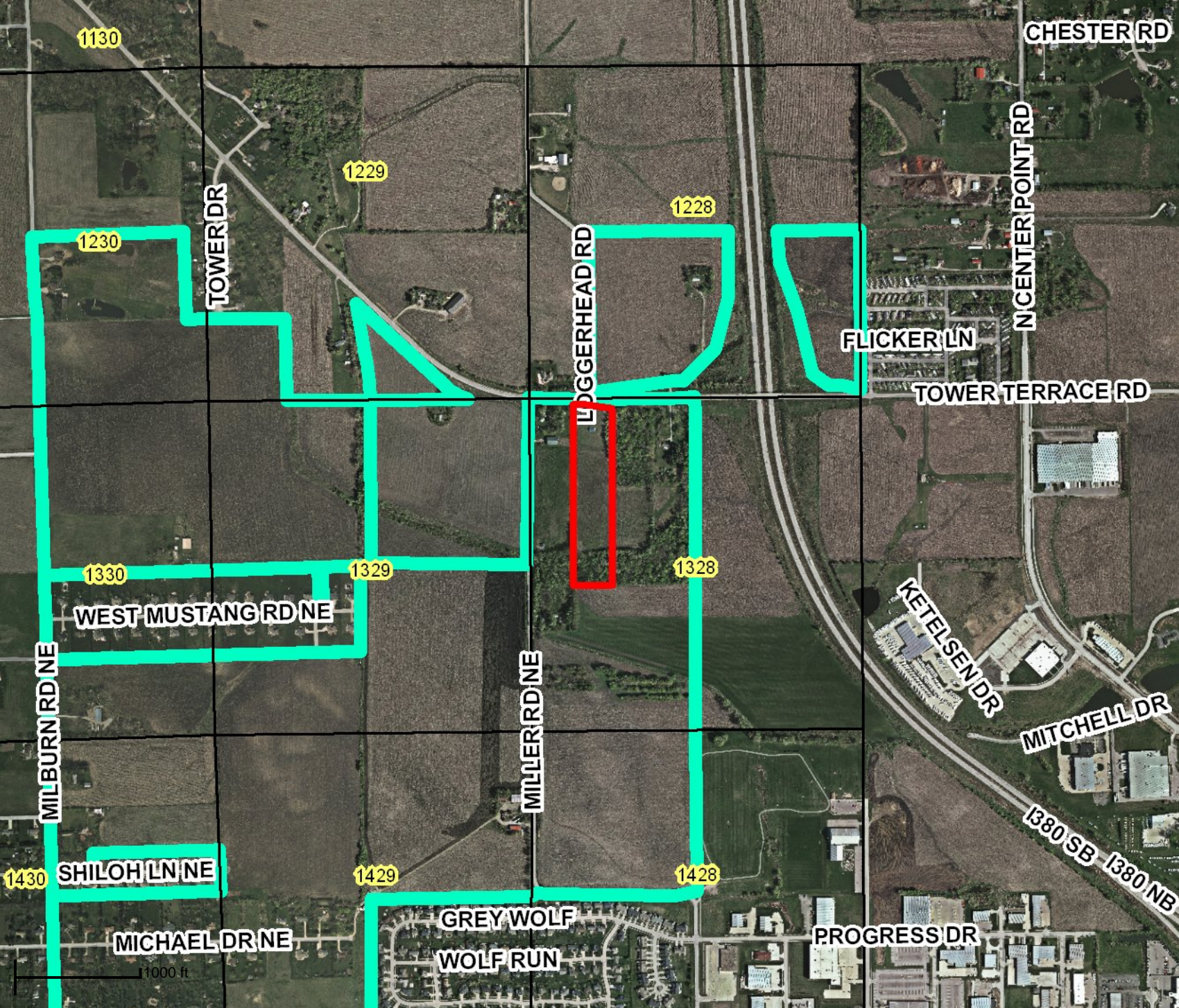
WHEREAS, the Future Land Use Element Policy 1.6.4 provides guidance and findings for amending the Future Land Use Map when necessary; and

WHEREAS, the City Planning Commission has recommended amendment of the Future Land Use Map to provide for COMMERCIAL land use as shown on the attached land use amendment map (Exhibit A);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Rapids, Iowa as follows:

1. That the Future Land Use Map of the Comprehensive Plan is hereby amended to COMMERCIAL as shown on Exhibit A, attached.
2. That the following findings have been made to support this amendment:
 - A. That the amendment is consistent with the Comprehensive Plan priorities.
 - B. That the amendment will be compatible with future land uses for surrounding areas of the community.
 - C. That the amendment will not create a shortage of any particular type of residential or non-residential land.
 - D. That the amendment will enhance the overall quality of life in the community.
3. That the Development Services Department is hereby authorized to prepare documentation, exhibits, and maps as necessary to implement the amendment.

Passed this 17th day of December, 2013.



LEGEND

- Parcel Polygons
- Quarter Sections
- Assessment Neighborhood
- Cartographic Symbols
 - Block Symbol, 0
 - Block Symbol, 1
 - Block Symbol, 4
 - Block Symbol, 5
 - Block Symbol, 6
 - Chord, 2
 - Dimension Arrow, 2
 - Land Hook, 3
 - Legal Arrow, 1
 - Legal Arrow, 4
 - Legal Arrow, 5
 - Legal Arrow, 6
 - Split Dimension Arrow, 3
- Parcel Boundary
 - Corporate Boundary
 - Lot Line
 - Parcel
 - Parcel Split
 - Private Road
 - Quarter Quarter Line
 - Right of Way
 - Subdivision Boundary
 - Water
- Streets
 - <all other values>
 - Interstate
 - Ramp
 - Highway
 - Unknown
 - Surface
- Corporate Limits
 - Alburnett
 - Bertram
 - Cedar Rapids
 - Center Point
 - Central City
 - Coggon
 - Ely
 - Fairfax
 - Hiawatha
 - Lisbon
 - Marion
 - Mt Vernon
 - Palo
 - Prairieburg
 - Robins
 - Springville
 - Walford
 - Walker
- Image
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



DISCLAIMER : This is a product of the City of Cedar Rapids GIS Department. The data depicted here has been developed by the City of Cedar Rapids for city purposes. Any use is at the sole risk and responsibility of the User. There are no warranties, expressed or implied, associated with the use of this map. (Copyright - City of Cedar rapids)



PROPRIETARY INFORMATION: Any resale of this information is prohibited, except in accordance with a use agreement with the City of Cedar Rapids.

Tue May 14 11:26:55 CDT 2013



Council Agenda Item Cover Sheet

FLOOD

Submitting Department: Public Works Department

Presenter at meeting: Rita Rasmussen

Phone Number/Extension: 5807

E-mail Address: r.rasmussen@cedar-rapids.org

Alternate Contact Person: Joe O'Hern

Phone Number/Extension: 5292

E-mail Address: j.ohern@cedar-rapids.org

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**

Resolution authorizing execution of the Offer(s) to Buy Real Estate and Acceptance and the Addendum(s) to Offer to Buy Real Estate and Acceptance for one property in connection with the HUD Community Development Block Grant (CDBG) (**FLOOD**). CIP/DID #3302500001

Background:

The City of Cedar Rapids received a HUD Community Development Block Grant award on November 4, 2009, to voluntarily acquire approved parcels located in the Greenway Area, Construction/Study Area and the Neighborhood Revitalization Area. To date, 217 property owners have opted to not participate in the voluntary property acquisition program.

To date, 1,286 offers were previously accepted by City Council. The total accepted offers, including the one offer within this agenda item yet to be approved by City Council, will bring the total signed offers to 1,287.

The eligible Owner(s) of real property located in the flood-impacted areas, as outlined on the Exhibits attached to the resolution, have agreed to convey their property to the City of Cedar Rapids for pre-flood assessed value (adjusted to 107%) less any duplication of benefits.

Action / Recommendation:

The Public Works Department recommends to accept the offers to voluntarily convey property in the flood-impacted areas to the City of Cedar Rapids in accordance with the terms set forth in the Offer(s) to Buy Real Estate and Acceptance and the Addendum(s) to Offer to Buy Real Estate and Acceptance of one property as provided in the HUD Community Development Block Grant previously approved by Resolution No. 1137-11-09 and as amended per Resolution No. 0469-05-10.

Alternative Recommendation:

If Council does not approve the resolution, the HUD Community Development Block Grant program will not be implemented as previously approved.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): 330/330000/330250/3302500001, 3302500002 and 3302500003

ENG
AUD FILE
CD
FIN
ASR
TRS
3302500001
3302500002
3302500003
330250-01
330250-02
330250-03
377545

RESOLUTION NO.

WHEREAS, parcels located in the flood-impacted area were offered the opportunity to participate in the HUD Community Development Block Grant (CDBG) program, and

WHEREAS, the City of Cedar Rapids received a HUD Community Development Block Grant award on November 4, 2009, to voluntarily acquire approved parcels, and

WHEREAS, the original contract with the Iowa Economic Development Authority approved to voluntarily acquire 854 parcels and a contract amendment approved an additional 211 parcels, all parcels located in the Greenway Area, the Construction/Study Area and the Neighborhood Revitalization Area, and

WHEREAS, subsequent contract amendments were approved as additional parcels registered for the voluntary buyout program, and

WHEREAS, one eligible Owner(s) of real property as outlined on Exhibit "A" have agreed to convey their property to the City of Cedar Rapids, and

WHEREAS, as provided in the HUD Community Development Block Grant Administrative Plan previously approved by Resolution No. 0057-01-10, it is recommended the City Council approve the additional following benefit payments to the Owner(s), if applicable, as defined on Exhibit "A", and

WHEREAS, the Public Works Director / City Engineer has reviewed the compensation recommendations as outlined in Exhibit "A", and subsequently recommends to accept the Owner(s) offers to voluntarily convey their flood-impacted property to the City of Cedar Rapids in accordance with the terms set forth in the Offer(s) to Buy Real Estate and Acceptance and the Addendum(s) to Offer to Buy Real Estate and Acceptance, and

WHEREAS, the City Council has allocated Capital Improvement funds for HUD Community Development Block Grant Program (Fund 330, Dept ID 330000, Project 3302500001, 3302500002 and 3302500003),

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and the City Clerk are hereby authorized to execute the Offer(s) to Buy Real Estate and Acceptance and the Addendum(s) to Offer to Buy Real Estate and Acceptance as described herein, and

BE IT FURTHER RESOLVED that the Offer(s) to Buy Real Estate and Acceptance and the Addendum(s) to Offer to Buy Real Estate and Acceptance are hereby accepted and thereafter filed with the City of Cedar Rapids Finance Director, and

BE IT FURTHER RESOLVED that the City Manager and or his designee be authorized to execute the approved HUD Closing Statement, and

BE IT FUTHER RESOLVED the City of Cedar Rapids Finance Director be authorized to issue payment per the HUD Closing Statement and Check Request form, for each parcel closing, and

BE IT FUTHER RESOLVED that upon the transfer of title for the property outlined in Exhibit "A", the recorded deeds and other required conveyance documents be accepted and filed with the City of Cedar Rapids Finance Director.

Passed this 17th day of December, 2013.

EXHIBIT "A"
CDBG Community Development Block Grant Program
City of Cedar Rapids, Iowa - Offer to Buy Real Estate and Acceptance
Batch # 74

Flood ID #	Deed Holder Name(s)	Flood Address	Legal Description	Pre-Flood Value	Offer Amount - less DOB (CDBG)	Other Benefits (CDBG*)	Other Benefits (LOST**)	Estimated Total Proceeds	Property Ownership Status
CR6560 NR	William M. Bilsland III	1808 C St SW	SE-ly 1/2 of Lot 7, Block 3, Bowling's First Addition to West Cedar Rapids, Linn County, Iowa.	\$ -	\$ -	\$ -	\$ -	\$ -	Primary Residence
				\$51,980.60	\$51,980.60	\$650.00	\$0.00	\$52,630.60	

Totals

* CDBG - Other Benefits
Replacement Housing Assistance
Moving Allowance
Unmet Needs
**LOST - Other Benefits
Flood Insurance Incentive
Replacement Housing Assistance (GAP)
Contract Sellers (GAP)

\$51,980.60

\$51,980.60

\$650.00

\$0.00

\$52,630.60

Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Scott Hamlin
E-mail Address: s.hamlin@cedar-rapids.org

Phone Number/Extension: 5171

Alternate Contact Person: Tom Peterson
E-mail Address: t.peterson@cedar-rapids.org

Phone Number/Extension: 5847

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**

Resolution establishing a "2 hour parking, 8:00 AM to 5:00 PM, except Saturday, Sunday and Holidays" on the north side of 5th Avenue SE 400 block (west of the existing "No Parking Zone") for additional library parking. CIP/DID #PARK-007086-2013

Background:

The Public Works Department has been requested by Park Cedar Rapids to establish a "2 Hour parking, 8:00 AM to 5:00 PM, except Saturday, Sunday and Holidays" on the north side of 5th Avenue SE in the 400 block temporarily, until metered parking is requested for the two-way conversion coming next year.

Action / Recommendation:

The Public Works Department recommends approving the resolution.

Alternative Recommendation:

Should the Council determine not to approve the establishment of the parking restriction, parking in the area would remain unchanged until the two-way conversion of 5th Avenue SE.

Time Sensitivity: Normal.

Resolution Date: December 17, 2014

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): NA

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Local Preference Policy does not apply.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Traffic Engineering Division of the Public Works Department and Park Cedar Rapids have recommended establishing a "2 Hour Parking, 8:00 AM to 5:00 PM except Saturday, Sunday and Holidays" approximately 161 feet long on the north side of 5th Avenue SE in the 400 block, just west of the existing No Parking Anytime zone, now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that a "2 Hour Parking, 8:00 AM to 5:00 PM except Saturday, Sunday and Holidays" approximately 161 feet long, on the north side of 5th Avenue SE in the 400 block, just west of the existing No Parking Anytime zone, be and the same is hereby approved.

Passed this 17th day of December, 2014



Cadd File Name: W:\PROJECTS\Non-CIP\2014\62-14 Parking Issues & Requests\007086-2013 - 5th Ave SE - 400 blk\007086-2013 Council Map.dwg

**CEDAR RAPIDS
PUBLIC LIBRARY**

**ESTABLISH "2 HOUR PARKING,
8:00 AM TO 5:00 PM, EXCEPT
SATURDAY, SUNDAY AND
HOLIDAYS" (LOCATED WEST OF THE
EXISTING "NO PARKING ZONE")**



**5TH AVENUE SE - 400 BLOCK
ESTABLISH "2 HOUR PARKING, 8:00 AM TO 5:00 PM,
EXCEPT SATURDAY, SUNDAY AND HOLIDAYS"**



Council Agenda Item Cover Sheet

Council Meeting Date: 12/17/13

Submitting Department: Finance – Treasury Operations

Presenter at meeting: Casey Drew
Email: c.drew@cedar-rapids.org

Phone Number/Ext: 5097

Alternate Contact Person: Michele Tamerius
Email: m.tamerius@cedar-rapids.org

Phone Number/Ext: 5113

Description of Agenda Item:

Resolution approving an advance of funds in the amount of \$5,000,000 for repayment from the Westdale Mall Urban Renewal Tax Increment Revenue Fund and directing the filing of certification under Iowa Code 403.19. CIP/DID #838449

Background:

This Resolution is for approving an advance of funds in the amount of \$5,000,000 to be advanced from the Risk Management Fund as an internal loan for the redevelopment of the existing Westdale Mall in accordance with the Master Plan and the Development Agreement, consisting generally of the demolition of certain existing buildings, the re-alignment of the "ring road" serving the Development Property, installation of supporting utilities, pad development, construction of public spaces and the construction of new buildings for use as a hotel and other commercial and residential purposes, together with all landscaping, pools, fountains, green space and other related site improvements. This resolution approves the advance of funds from the Risk Management Fund and documents that the Council reasonably expects to reimburse all or a portion of such amounts so advanced with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future, and it is the intention of the City to certify the interest component of the internal loan related to the advance for reimbursement under Iowa Code Section 403.19.

Action / Recommendation:

Recommend that the resolution be approved.

Alternative Recommendation: None

Time Sensitivity: High

Resolution Date: 12/17/13

Estimated Presentation Time: Consent Agenda

Budget Information (if applicable):

No effect on the FY 2014 budget.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: N/A

RESOLUTION NO.

RESOLUTION DECLARING AN OFFICIAL INTENT TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH A SPECIFIED PROJECT, APPROVING AN ADVANCE OF FUNDS FROM THE WESTDALE MALL URBAN RENEWAL TAX INCREMENT REVENUE FUND, AND DIRECTING THE FILING OF CERTIFICATION UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Cedar Rapids, Iowa has established the Westdale Mall Urban Renewal Area (the "Urban Renewal Area") and is undertaking certain projects within the Urban Renewal Area, consisting generally of the redevelopment of the existing Westdale Mall and including the demolition of certain existing buildings, the re-alignment of the "ring road" serving the development property, installation of supporting utilities, pad development, construction of public spaces and the construction of new buildings for use as a hotel and other commercial and residential purposes, together with all landscaping, pools, fountains, green space and other related site improvements described in the Master Plan and the construction plans (the "Project"); and

WHEREAS, in order to advance funds for the cost of the Project, it is necessary to make certain findings under Chapter 403; and

WHEREAS, this Council reasonably expects to reimburse all or a portion of such amounts so advanced with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future, and it is the intention of the City to certify the interest component of the internal loan related to the advance for reimbursement under Iowa Code Section 403.19; and

WHEREAS, the amount of funds to be advanced for the Project shall not exceed the aggregate amount of \$5,000,000; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Cedar Rapids, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 023, there has been heretofore established the Westdale Mall Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Westdale Mall Urban Renewal Area are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further approves an advance of City funds for said Project.

Section 2. It is hereby directed that \$5,000,000 be advanced from time to time to the Westdale Mall Urban Renewal Area Tax Increment Fund from the Risk Management Fund in

order to pay the costs of the Project. The advance shall be treated as an internal loan (the "Loan") to the Westdale Mall Urban Renewal Area Tax Increment Fund and shall be repaid to the Risk Management Fund, together with interest at a rate of 4.5%, from the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future, and the interest component of the internal loan shall be included in the amounts certified and repaid from the first available tax increment revenues.

Section 3. The City Clerk, and other City officials having responsibility for the books and records of the City, shall take such actions as are necessary to comply with this Resolution, including but not limited to inclusion of these amounts in the budget, advance and transfer of funds for the Project and certification for reimbursement under Iowa Code Section 403.19.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, this 17th day of December, 2013.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of Cedar Rapids, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said Municipality hereto affixed this 17th day of December, 2013.

City Clerk, Cedar Rapids, Iowa

SEAL

00969400-1\10120-158



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance Department

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Casey Drew

Phone Number/Ext: 5097

Email: c.drew@cedar-rapids.org

Description of Agenda Item:

Resolution to transfer Hotel Motel reserve funds, to fund the fiscal year 2013 ice arena operating loss for an amount of \$78,975.77.

Background:

Fiscal year 2013 ice arena operating revenue was \$1,074,065.81 and operating expenses were \$1,153,041.58. This resulted in a net operating loss of \$78,975.77.

The City provided VenuWorks with \$300,000 during fiscal year 2013 to fund operating cost at the Arena, Paramount Theatre, and Ice Arena. In January 2013, Venuworks proposed to the City the use of the \$300,000 to go towards the pre-opening cost of the arena. At that time Venuworks anticipated not needing any of the revenue provided by the City for operating losses. After year end closed the City was made aware of a need for \$78,975.77 by VenuWorks to fund the deficit balance at the Ice Arena.

VenuWorks the management company, submitted a request to the City of Rapids asking the City to fund the fiscal year 2013 operating loss. To fund the loss, the Finance Department has determined the need to transfer Hotel Motel reserve funds to the Ice Arena operations.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

Local Preference Policy Applies ☐ Exempt ☒

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, in fiscal year 2013, the Ice Arena incurred an operating loss of \$78,975.77 and the management company Venuworks Inc. is requesting the City of Cedar Rapids fund the loss; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the Finance Director is authorized to transfer an amount of \$78,975.77 from Hotel Motel reserve funds to the Ice Arena operations to fund the loss.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Gary Kranse

Phone Number/Ext: 319 286-5045

Email: g.kranse@cedar-rapids.org

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**

Resolution authorizing sponsorship of a Business Financial Assistance application to the State by General Mills for creation of new high quality jobs through expansion of production space at the existing General Mills facility at 4800 Edgewood Road SW. NEW

Background:

General Mills is submitting a Business Financial Assistance Application to the Iowa Economic Development Authority related to the creation of forty-one (41) high quality jobs. General Mills currently has 650 employees at the existing facility located at 4800 Edgewood Road SW.

Project highlights:

- Conversion of approximately 10,000 square feet of warehouse to production space in the existing facility.
- Estimated project cost of \$60 million.
- Creation of forty-one (41) high quality jobs with an average annual salary of \$57,000, plus benefits.
- Construction scheduled to begin in mid-2014 and be operational by early-2015.

No match will be required from the City.

Action / Recommendation:

City staff recommends approving the resolution.

Alternative Recommendation:

Request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

N/A

Local Preference Policy Applies ☐ Exempt ☒

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

RESOLUTION AUTHORIZING SPONSORSHIP OF A BUSINESS FINANCIAL ASSISTANCE
APPLICATION TO THE STATE BY GENERAL MILLS FOR CREATION OF NEW HIGH
QUALITY JOBS THROUGH EXPANSION OF PRODUCTION SPACE AT THE EXISTING
GENERAL MILLS FACILITY AT 4800 EDGEWOOD ROAD SW

WHEREAS, General Mills is applying to the State of Iowa for financial assistance through the Business Financial Assistance Program for converting approximately 10,000 square feet of warehouse to production space in the existing facility at 4800 Edgewood Road SW; and

WHEREAS, the proposed production expansion will result in the creation of forty-one (41) new high quality jobs; and

WHEREAS, the City Council supports such activities which promote and facilitate economic development objectives of the City, including creation of high quality jobs; and

WHEREAS, the State of Iowa requires an official declaration of local support for an application from the Business Financial Assistance Program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the Mayor, or designee, is hereby authorized and directed to sign the application and any other related documents as necessary for the State of Iowa Business Financial Assistance Program.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance

Presenter at meeting: Consent

Phone Number/Ext:

Email:

Alternate Contact Person: Casey Drew

Phone Number/Ext: 286-5097

Email: c.drew@cedar-rapids.org

Description of Agenda Item:

Resolution authorizing City Council to approve funding of Entrepreneurial Development Center, Inc. (EDC) in Fiscal Year 2014 of \$100,000.

Background:

City Council approved resolution 0819-08-09 on August 12, 2009 to support a five year commitment to EDC at \$100,000 per year beginning in fiscal year 2011. The resolution was subject to the City's Annual Adopted Budget process and requires an annual presentation by EDC to the City Council demonstrating funding needs as well as detailing performance measurements.

The fiscal year 2014 City Council budget set aside \$100,000 to EDC. This resolution authorizes the \$100,000 approved by the City Council in the fiscal year 2014 budget.

Action / Recommendation:

Approve resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time:

Budget Information (if applicable): FY 2014 Budget

Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, THE City Council approved funding to Entrepreneurial Development Center, Inc. (EDC) in fiscal year 2014, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, the City Council hereby authorizes payment of \$100,000 to Entrepreneurial Development Center.

Passed this 17th day of December 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: 12/17/13

Submitting Department: HR

Presenter at meeting: Consent

Phone Number/Ext:

Email:

Alternate Contact Person:

Phone Number/Ext: 5019

Email: c.huber@cedar-rapids.org

Description of Agenda Item: (insert same wording as used on agenda summary)

Resolutions (2) authorizing pay increases for the City Attorney and City Clerk effective January 1, 2014. CIP/DID #1002016

Background:

City Council conducted performance evaluation on December 3, 2013. City Council authorizes a salary increase of 4.0% for James Flitz.

City Council conducted a performance evaluation on December 3, 2013. City Council authorizes a salary increase of 10.0% for Amy Stevenson.

Action / Recommendation:

Approve increase

Alternative Recommendation:

Time Sensitivity:

Resolution Date: 12/17/13

Estimated Presentation Time: na

Budget Information (if applicable):

Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, on December 3, 2013 the City Council completed a periodic performance evaluation for the City Attorney,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, AS FOLLOWS:

1. Effective as of January 1, 2014, the salary shall be increased for James Flitz by 4%.
2. The appropriate city staff shall take whatever action is necessary to implement this Resolution.

Passed this 17th day of December, 2013.

RESOLUTION NO.

WHEREAS, on December 3, 2013 the City Council completed a periodic performance evaluation for the City Clerk,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, AS FOLLOWS:

1. Effective as of January 1, 2014, the salary shall be increased for Amy Stevenson by 10%.
2. The appropriate city staff shall take whatever action is necessary to implement this Resolution.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Cedar Rapids Police Department

Presenter at meeting: Sgt. Wallerstedt **Phone Number/Ext:** x5460
E-mail Address: m.wallerstedt@cedar-rapids.org

Alternate Contact Person: Chief Jerman **Phone Number/Ext:** 5374
E-mail Address: w.jerman@cedar-rapids.org

Description of Agenda Item:

Resolution authorizing the City Manager to execute an amendment to the October 2009 Technology & Business Services Agreement with Gatso USA, Inc., to extend the term of the initial agreement, and change the fee structure which Gatso collects for Automated Traffic Enforcement citations. CIP/DID #449776

Background:

The current contract is due for an extension and the parties have also agreed to modify the fee structure, so that the City of Cedar Rapids is in parity with the customers of Gatso USA, Inc., 900 Cummings Center, Suite 321-U, Beverly, Massachusetts 01915. The current agreement is set to expire in March, 2014, and Gatso's fee is \$30 per paid citation. Under the proposed amendment, the agreement will continue in full force and effect from January 1, 2014 until December 31, 2016, and the City will pay \$27 per paid Red Light Camera citation, and \$25 per paid Fixed Speed Camera or Mobile Speed Camera citations.

Action / Recommendation:

The Police Department recommends that the City Manager execute the above described amendment.

Alternative Recommendation: NA

Time Sensitivity: This contract is due to be effective January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt x☐

Explanation: NA

Recommended by Council Committee Yes No ☐ N/A x☐

Explanation:

PD
FIN
GATSO USA, INC.
CLK
449776

RESOLUTION NO.

Whereas, the City of Cedar Rapids entered into a Technology and Business Services Agreement with Gatso USA, Inc., 900 Cummings Center, Suite 321-U, Beverly, Massachusetts 01915, related to an Automated Traffic Law Enforcement System (ATE), and

WHEREAS, the initial contract is set to expire and the City of Cedar Rapids chooses to exercise the option of a first extension for the term of January 1, 2014 through December 31, 2016, and

WHEREAS, the parties are in agreement that Gatso USA, Inc. will be paid on a service-fee-per-transaction basis, namely \$27 per fully paid citation for Red Light Camera violations and \$25 per fully paid citation for Fixed Speed Camera violations or Mobile Speed Camera violations,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager is hereby authorized and directed to execute that certain Amendment No. 1 to the Agreement for Technology & Business Services in the form attached hereto as Exhibit A.

Passed this 17th day of December, 2013.

EXHIBIT A

Amendment No. 1 to Technology & Business Services Agreement

This Amendment No. 1 ("First Amendment"), effective January 1, 2014 ("Effective Date") is made by and between Gatso USA Inc. ("Gatso") and the City of Cedar Rapids, Iowa (the "City"), and amends the Agreement for Technology & Business Services Related to an Automated Traffic Law Enforcement System, dated October 14, 2009 ("Agreement"). All capitalized terms used and not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement.

WHEREAS, Gatso and the City may mutually desire to update the business services delivered by Gatso to the City, and the terms on which they are delivered; and

WHEREAS, the parties mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement and this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to amend the Agreement as follows:

1. Section 1.1 is hereby deleted in its entirety and replaced with the following:
 - 1.1 Initial Term: This Agreement shall commence on the Effective Date and expire on December 31, 2016 (the "Initial Term").
2. Section 1.2 is hereby deleted in its entirety and replaced with the following:
 - 1.2 Extensions: The parties may agree to extend the Agreement for additional one-year terms, which extensions, if any, shall be subject to renewal pricing that will be provided by Gatso to the Office of the City's Chief of Police, no less than sixty (60) days prior to the expiration of the then term. Each such extension shall be mutually agreed upon in writing on or before thirty (30) days before the expiration of then term.
3. The first paragraph of Section 2.1 is hereby deleted in its entirety and replaced with the following:

Gatso's fees for services under this Agreement will be paid on a service-fee-per-transaction basis as follows:

 - a. \$27 per fully paid citation for Red Light Camera violations; and
 - b. \$25 per fully paid citation for Fixed Speed Camera violations or Mobile Speed Camera violations.
4. The following language is hereby deleted from Section 3.12:

"Gatso further agrees to maintain, either directly or through its strategic partner Currier McCabe and Associates (CMA Consulting Services), connection with and access to the "NLETS" systems during the term of this Agreement including any extensions. Any cessation of service by CMA Consulting

Services to Gatso shall constitute grounds for termination of this Agreement for cause as contemplated in Section 1.4 above"

and is hereby replaced with the following:

"Gatso agrees to maintain connection with and access to the NLETS systems during the term of this Agreement including any extensions."

5. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Gatso and the City have caused this First Amendment to be executed under seal by their properly authorized representatives on the date last set forth below.

City of Cedar Rapids, Iowa

Gatso USA, Inc.

By: _____
Jeffrey A. Pomeranz

By: _____

City Manager, City of Cedar Rapids, Iowa

Title: _____

Date: _____

Date: _____



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Human Resources

Presenter at meeting: Consent Agenda Item
Email: Conni Huber at c.huber@cedar-rapids.org

Phone Number/Ext: 5019

Alternate Contact Person: Bonnie Pisarik
Email: b.pisarik@cedar-rapids.org

Phone Number/Ext: 5078

Description of Agenda Item:

Renewal: Resolution to authorize City Manager to sign Amendment 1 to Agreement for City Employee Health Screening and Risk Assessment (Project No. 013000-01) with Health Solutions, LLC to provide Wellness Services, effective 1/1/2014, for a one-year period, with City option to extend agreement in 12 month increments. Total compensation for this agreement renewal shall not exceed \$250,000. Health Solutions, LLC is located in Cedar Rapids, Iowa.

Background:

In 2013 the City negotiated an incentive for wellness participation in all contracts. This resulted in 70% of eligible employees participating. There is a continued need for employee participation in wellness activities and programs. Participation in wellness activities and programs can help prevent an increase in health benefit usage. Several complementary internal activities (i.e. Wellness Ambassadors) also engage employees in wellness initiatives. Additionally, in 2013 the City of Cedar Rapids was designated as a Blue Zone Worksite. This designation supports our Wellness Program and vice versa.

Action / Recommendation:

Sign the Amendment 1 to Agreement for City Employee Health Screening and Risk Assessment (Project No. 013000-01) with Health Solutions, LLC in order to renew this Agreement from January 1, 2014 to December 31, 2014.

Alternative Recommendation:

Request staff complete additional research and provide additional options.

Time Sensitivity: Current renewal option expires December 31, 2013.

Resolution Date: December 17, 2013

Estimated Presentation Time: NA--Consent

Budget Information (if applicable): Total compensation for this agreement shall not exceed \$250,000 and will be paid from the Health Fund.

Local Preference Policy Applies ☐ Exempt ☐

Explanation: This is a renewal of an existing agreement with a local vendor.

Recommended by Council Committee

Yes ☐

No ☐

N/A N/A ☐

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids, Iowa ("the City") and Health Solutions, LLC ("Health Solutions") are parties to an Agreement, whereby Health Solutions provides City Employee Health Screening and Risk Assessment Services to the City, and

WHEREAS, the City and Health Solutions are desirous of amending the Agreement, authorized by Resolutions No. 0870-08-09 and 1779-12-12, and

WHEREAS, there is a continued need for employee participation in wellness activities and programs. Participation in wellness activities and programs can help prevent an increase in health benefit usage, and

WHEREAS, Health Solutions, LLC and the City have agreed to exercise the renewal option as specified in Resolutions No. 0870-08-09 and 1779-12-12, with a not to exceed amount of \$250,000 for the period of January 1, 2014 to December 31, 2014,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager is hereby authorized to sign Amendment 1 to Agreement for City Employee Health Screening and Risk Assessment (Project No. 013000-01) with Health Solutions, LLC for the renewal period of January 1, 2014 to December 31, 2014.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet**

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda Item

Phone Number/Ext:

Email:

Alternate Contact Person: Rebecca Johnson

Phone Number/Ext: X5062

Email: r.johnson2@cedar-rapids.org

Description of Agenda Item:

Amendment No. 4 to renew Agreement for Janitorial Supplies with AmSan – Interline Brands Inc. for an amount not to exceed \$180,000 (original contract amount was \$150,000; renewal contract amount is \$180,000). CIP/DID #0910-054

Background:

Proposals were solicited for Janitorial Supplies in 2011 with sixteen (16) vendors responding. Award was made to AmSan – Interline Brands Inc. The initial contract period was January 1, 2011 through December 31, 2011.

This renewal is for a contract period of January 1, 2014 through December 31, 2014 with one (1) one-year renewal option remaining. The City has agreed to price adjustments that result in an overall average price increase of approximately 3.5%. The total annual expenditure is not to exceed \$160,000. Each department who utilizes the agreement is responsible to include funding for janitorial supplies in their budget.

Action / Recommendation:

Resolution authorizing execution of Amendment No. 4 to Agreement for Janitorial Supplies for a total estimated annual amount not to exceed \$180,000.

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

Each department who utilizes the agreement is responsible to include funding for janitorial supplies in their budget.

Local Preference Policy Applies ☒ Exempt ☐

Explanation:

The buy local program applied but did not affect award of the RFP.

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, Resolution No. 1410-12-10 authorized an Agreement for Janitorial Supplies with AmSan - Interline Brands Inc. on an as-needed basis for the City of Cedar Rapids; and

WHEREAS, the term of the initial agreement was January 1, 2011 to December 31, 2011 with four (4) one-year renewal options available; and

WHEREAS, Amendment No. 4 shall renew the Agreement through December 31, 2014 with price adjustments; and

WHEREAS, there is one (1) one-year renewal option remaining; and

WHEREAS, the total annual expenditure will not exceed \$180,000, budgeted by each department that utilizes the services provided under the agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager AND City Clerk are hereby directed to execute Amendment No. 4 with AmSan - Interline Brands Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 1 to renew Contract for Nitric Acid 41-Degree Technical Grade Liquid in Totes with Hydrite Chemical Company for the Water Pollution Control Facility for an estimated annual amount of \$55,000 (original contract amount was \$55,000; renewal contract amount is \$55,000). CIP/DID #0912-082

Background:

The Nitric removes inorganic material and the caustic (Acid) removes the organics from the inorganic scale from the Low Pressure oxidation (LPO) units. The LPO is used by the Water Pollution Control Facility to heat treat the sludge.

Hydrite Chemical Company was awarded the contract through Resolution No. 1697-12-12. The contract renewal period is January 1, 2014 through December 31, 2014 with three one-year renewal options.

Hydrite Chemical Company will hold their pricing firm of \$25.60/CWT, delivered, for the first quarter of 2014 (January 1-March 31, 2014). This contract contains a quarterly price adjustment clause.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-611-611001**Local Preference Policy** Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Hydrite Chemical Company are parties to a Contract for the purchase and deliver of Nitric Acid 41-Degree Technical Grade Liquid in totes on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Hydrite Chemical Company for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year two of the Contract; three additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm of \$25.60 per CWT, delivered, for the first quarter of 2014 (January 1-March 31, 2014); and

WHEREAS, this contract contains a quarterly price adjustment clause; and

WHEREAS, the estimated annual cost of this Contract is \$55,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 1 with Hydrite Chemical Company as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 1 to renew Contract for Liquid Magnesium Bisulfite 30% with Hydrite Chemical Company for the Water Pollution Control Facility for an estimated annual amount of \$320,000 (original contract amount was \$160,000; renewal contract amount is \$320,000). CIP/DID #1012-088

Background:

The Water Pollution Control Facility utilizes Liquid Magnesium Bisulfite 30% (HSO₃)₂ with a 28-32% range for dechlorination during the disinfection period. Dechlorination is a state permit requirement.

Hydrite Chemical Company was awarded the contract through Resolution No. 1696-12-13. The contract renewal period is January 1, 2014 through December 31, 2014 with three one-year renewal options.

Hydrite Chemical Company will hold their pricing firm of \$14/CWT, delivered, for the first quarter of 2014 (January 1-March 31, 2014). This contract contains a quarterly price adjustment clause.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-611-611001**Local Preference Policy** Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Hydrite Chemical Company are parties to a Contract for the purchase and deliver of Liquid Magnesium Bisulfite 30% on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Hydrite Chemical Company for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year two of the Contract; three additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm of \$14 per CWT, delivered for the first quarter of 2014 (January 1-March 31, 2014); and

WHEREAS, this contract contains a quarterly pricing adjustment clause; and

WHEREAS, the estimated annual cost of this Contract is \$320,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 1 with Hydrite Chemical Company as described herein.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda Item

Phone Number/Ext:

Email:

Alternate Contact Person: Marilyn Fitzgerald

Phone Number/Ext: X5056

Email: marilynF@cedar-rapids.org

Description of Agenda Item:

Amendment No. 3 to renew Agreement for Health Services for the Human Resources Department with St. Luke's Work Well Solutions, for an amount not to exceed \$85,000 (original contract amount was \$52,162.46, renewal contract amount is \$85,000). CIP/DID #0909-068A

Background:

Bids were solicited on behalf of the Human Resources Department in 2009 for Health Services with five (5) vendors responding.

Award was made to St. Luke's Work Well Solutions for employee physicals and injury care for an initial Contract term of January 1, 2010 through December 31, 2011.

Amendment No. 3 to the Agreement with St. Luke's Work Well for Health Services is for year 5 (5) of the Agreement for the period of January 1, 2014 through December 31, 2014 with one (1) one-year renewal option remaining. Work Well has agreed to the renewal period with no increase in price and there are several items being added to the Contract. The total annual expenditure for employee physicals and injury care is not anticipated to exceed \$85,000, funded by individual department budgets or covered by the workers compensation fund.

Pricing listed below will remain unchanged through December 31, 2014:

Physicals:

Respirator Clearance	\$ 52.00
New Police Officer/Fire Fighter	\$115.00 + options on MFPRSI Rate Schedule
Commercial Driver Fitness Determination	\$ 66.00

Injury Care:

	New Patients		Established Patients	
	CPT Code	Price Per Visit	CPT Code	Price Per Visit
No physician (5 minutes)	99201	\$57.50	99211	\$46.00
Self limit / minor (10 minutes)	99202	\$65.50	99212	\$53.50
Low to moderate severity (15 min)	99203	\$76.00	99213	\$66.00
Moderate to high severity (25 min)	99204	\$104.00	99214	\$92.00
Moderate to high severity (40 min)	99205	\$131.00	99215	\$118.00

Items listed below have been added to the Contract:

Description		Unit Price
Treadmill Test (including interpretation by cardiologist)		\$280
Clandestine Lab Physical (exam only)		\$52
After Hours Drug/Alcohol Testing		
		Price per Test
		Price for Confirmation
DOT Drug/Alcohol Testing (drug test only)		\$75
Non-DOT Drug/Alcohol Testing (Non-DOT Drug Test)		\$75
DOT Breath Alcohol Testing		\$45
Non-DOT Breath Alcohol Testing		\$45

Action / Recommendation:

Resolution authorizing execution of Amendment No. 3 to Agreement for Health Services with St. Luke's Work Well Solutions for a total annual amount not to exceed \$85,000.

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

Funded by individual department budgets.

Local Preference Policy Applies ☒ Exempt ☐

Explanation:

The local preference policy did not affect the award. St. Luke's Work Well is a local business.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids, Iowa and St. Luke's Work Well Solutions are parties to an Agreement, whereby St. Luke's Work Well Solutions provides employee physicals and injury care for the City; and

WHEREAS, the services were solicited in 2009 by a Request for Bid process (RFB #0909-068) with five (5) vendors responding; and

WHEREAS, both parties agree to a renewal period extending the expiration date to December 31, 2014 with no increase in price; and

WHEREAS, the pricing listed below shall remain unchanged through December 31, 2014:

Physicals:				
Respirator Clearance	\$ 52.00			
New Police Officer/Fire Fighter	\$115.00 + options on MFPRSI Rate Schedule			
Commercial Driver Fitness Determination	\$ 66.00			
Injury Care:	New Patients		Established Patients	
	CPT Code	Price Per Visit	CPT Code	Price Per Visit
No physician (5 minutes)	99201	\$57.50	99211	\$46.00
Self limit / minor (10 minutes)	99202	\$65.50	99212	\$53.50
Low to moderate severity (15 min)	99203	\$76.00	99213	\$66.00
Moderate to high severity (25 min)	99204	\$104.00	99214	\$92.00
Moderate to high severity (40 min)	99205	\$131.00	99215	\$118.00

AND WHEREAS, both parties agree to add the following additional items to the Agreement:

Description	Unit Price	
Treadmill Test (including interpretation by cardiologist)	\$280	
Clandestine Lab Physical (exam only)	\$52	
After Hours Drug/Alcohol Testing	Price per Test	Price for Confirmation
DOT Drug/Alcohol Testing (drug test only)	\$75	n/a
Non-DOT Drug/Alcohol Testing (Non-DOT Drug Test)	\$75	n/a
DOT Breath Alcohol Testing	\$45	\$15
Non-DOT Breath Alcohol Testing	\$45	\$35

AND WHEREAS, the total annual expenditure for the services listed above is not anticipated to exceed \$85,000, with funding for the services described herein from departmental operating budgets or covered by the workers compensation fund;

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the above recommendation be accepted and that the City Manager AND City Clerk are hereby directed to execute Amendment No. 3 with St. Luke's Work Well Solutions as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Mike Little**Phone Number/Ext:** 5974**Email:** m.little@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 4 to renew Multiple Pass Well Rehabilitation Treatment contract with Frazier Well Services, LLC for the Utilities Department, Water Operations for an estimated annual amount of \$45,000 (original contract amount was \$59,475; renewal contract amount is \$45,000). CIP/DID #1010-089

Background:

The multiple pass well rehabilitation treatment will be performed on water wells in three well fields. This procedure loosens and removes mineral build-up in the wells, making them operate more efficiently.

The contract period is January 1, 2014 through December 31, 2014. This is the fourth year of the contract; one additional one-year renewal option remains. Frazier Well Services, LLC will hold their pricing firm for the contract renewal period.

Description	Price per Well
Price to perform multiple pass seismic wave technology well rehabilitation process per 30" diameter gravel packed screened well per the specifications in the bid document	\$3,755.50
Price per well to supply and introduce 160-gallons of Well Clean II into the well only upon written authorization from Mike Little, Water Operations Maintenance Manager	\$9,272.20

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes

Budget Information (if applicable): 621-621002-521104

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department, Water Operations and Frazier Well Services, LLC are parties to a Contract for Multiple Pass Well Rehabilitation Treatment; and

WHEREAS, the City desires to renew the Contract with Frazier Well Services, LLC for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year four of the Contract; one additional one-year renewal option remains; and

WHEREAS, Frazier Well Services, LLC has agreed to hold the pricing firm for the one-year renewal period; and

WHEREAS, the estimated annual cost of this Contract is \$45,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 4 with Supplier as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Mike Lynch**Phone Number/Ext:** 5990**Email:** m.lynch@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 4 to renew the contract for Zinc Orthophosphate with Hawkins, Inc. for the Utilities Department, Water Operations for an estimated annual amount of \$171,900 (original contract amount was \$140,000; renewal contract amount is \$171,900). CIP/DID #1009-086

Background:

This chemical is used to control lead corrosion. Water Operations is required by their operating permit to maintain an orthophosphate residual of 0.5 mg/l or greater.

Hawkins, Inc. was awarded the contract through Resolution No. 1186-12-09. The contract period will be January 1, 2014 through December 31, 2014. There are no renewal options remaining, therefore this chemical will be re-bid for 2015.

Hawkins, Inc. will hold their pricing firm for the upcoming renewal period. The price is \$0.7346/pound with an estimated annual expenditure of \$171,900.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-621-621001**Local Preference Policy** Applies ☒ Exempt ☐**Explanation:** No Cedar Rapids company provides this product**Recommended by Council Committee** Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department, Water Operations and Hawkins, Inc. are parties to a Contract for the purchase and delivery of Zinc Orthophosphate on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Hawkins, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year five of the contract; no renewal options remain, therefore this chemical will be re-bid for 2015; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$0.7346 per pound, delivered; and

WHEREAS, the estimated annual cost of this contract is \$171,900.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 4 with Hawkins, Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 5 to renew contract for Urea Ammonium Nitrate 32% with Hydrite Chemical Company for the Water Pollution Control Facility for an estimated annual amount of \$40,000 (original contract amount was \$20,000; renewal contract amount is \$40,000). CIP/DID #1009-078

Background:

Urea Ammonium Nitrate 32% is used as a source of nutrient in the anaerobic process.

Hydrite Chemical Company was awarded the contract in 2009. The contract period will be January 1, 2014 through December 31, 2014. No renewal options remain, therefore, this chemical will be re-bid for 2015.

The current price is \$0.239/pound, subject to change due to volatile market conditions. The estimated annual expenditure is \$40,000.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-611-611001**Local Preference Policy** Applies ☒ Exempt ☐**Explanation:** No local vendor supplies this product**Recommended by Council Committee** Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Hydrite Chemical Company are parties to a Contract for the purchase and delivery of Urea Ammonium Nitrate 32% on an as-needed basis; and

WHEREAS, the City desires to renew the Agreement with Hydrite Chemical Company for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year five of the contract; no renewal options remain, therefore, this chemical will be re-bid for 2015; and

WHEREAS, current pricing is \$0.239/pound, subject to change due to volatile market conditions; and

WHEREAS, the estimated annual cost of this contract is \$40,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 5 with Hydrite Chemical Company as described herein.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Mike Lynch

Phone Number/Ext: 5990

Email: m.lynch@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 2 to renew contract for 3/8" Pebble Quicklime and Ground (Fine) Quicklime with Mississippi Lime Company for the Utilities Department for an estimated annual amount of \$1,376,000 (original contract amount was \$1,376,000; renewal contract amount is \$1,376,000). CIP/DID #1111-083

Background:

This chemical is used to reduce (soften) carbonate hardness in the treatment process. This process reduces the amount of household detergents needed as well as helps control scale formation in water pipes and on plumbing fixtures. Some industries may find softened water beneficial in their processes.

Mississippi Lime Company was awarded the contract in 2011 through Resolution No. 1657-12-11. The contract period will be January 1, 2014 through December 31, 2014 with two one-year renewal options remaining. Mississippi Lime will deliver quicklime products to the Water Pollution Control Facility and both Water Treatment Plants.

Mississippi Lime Company will hold their pricing firm for the upcoming renewal period. The price is \$134.70/ton. The estimated annual expenditure is \$1,376,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): Account #531104-611611001 for the Water Pollution Control Facility and 531104-621-621001 for the Water Treatment Plants

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No Cedar Rapids company provides this product

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department and Mississippi Lime Company are parties to a Contract for the purchase and delivery of 3/8" Pebble Quicklime and Ground (Fine) Quicklime on an as-needed basis to the Water Pollution Control Facility and both Water Treatment plants; and

WHEREAS, the City desires to renew the Agreement with Mississippi Lime Company for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year three of the contract; two additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$134.70 per ton, delivered; and

WHEREAS, the estimated annual cost of this contract is \$1,376,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 2 with Mississippi Lime Company as described herein.

Passed this 17th day of December, 2013.



35k

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 4 to renew Contract for Polymer Clarifloc C-321 with Polydyne, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$475,000 (original contract amount was \$625,000; renewal contract amount is \$475,000). CIP/DID #1009-080

Background:

C-321 Polymer is a chemical used by the Water Pollution Control Facility for dewatering of sludge on the gravity belt thickeners, belt filter presses and dissolved air floatation thickeners.

Polydyne, Inc. was awarded the contract through Resolution No. 1231-12-09. This resolution is to renew the contract for the period January 1, 2014 through December 31, 2014. No renewal options remain; therefore, this chemical will be re-bid for 2015.

Polydyne, Inc. will hold their pricing firm for the upcoming renewal period. The price is \$0.12/pound with an estimated annual expenditure of \$475,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No Cedar Rapids company provides this product

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Polydyne, Inc. are parties to a Contract for the purchase and delivery of Polymer Clarifloc C-321 on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Polydyne, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, no renewal options remain, therefore this chemical will be re-bid for 2015; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$0.12 per pound, delivered; and

WHEREAS, the estimated annual cost of this Contract is \$475,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 4 with Polydyne, Inc. as described herein.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 1 to renew Contract for Magnesium Hydroxide 45% Solution with Garrison Minerals, LLC for the Water Pollution Control Facility for an estimated annual amount of \$175,000 (original contract amount was \$175,000; renewal contract amount is \$175,000). CIP/DID #1112-117

Background:

Magnesium Hydroxide is used to adjust the Ph of the raw waste that is processed in the on-site anaerobic treatment process. The Ph is critical both to the viability of the anaerobic bacteria that are employed to treat the waste and also raise the waste water Ph within the plant. The Ph of the effluent stream to the river must be maintained within state permit requirements.

Garrison Minerals, LLC was awarded the contract for the purchase and delivery of Magnesium Hydroxide 45% Solution through Resolution No. 0057-01-13. The contract period will be January 1, 2014 through December 31, 2014 with three one-year renewal options. The price is \$448 per dry ton and will be held firm for this contract period. The estimated annual expenditure is \$175,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Garrison Minerals, LLC are parties to a Contract for the purchase and delivery of Magnesium Hydroxide 45% Solution on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Garrison Minerals, LLC for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year two of the Contract; three additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$448 per dry ton, delivered; and

WHEREAS, the estimated annual cost of this Contract is \$175,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 1 with Garrison Minerals, LLC as described herein.

Passed this 17th day of December, 2013.



35m

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 4 to renew contract for Liquid Potassium Permanganate with Hawkins, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$30,000 (original contract amount was \$20,000; renewal contract amount is \$30,000). CIP/DID #1111-098

Background:

Liquid Potassium Permanganate is injected into the sludge to remove hydrogen sulfite from the atmosphere during the belt press process.

Hawkins, Inc. was awarded the contract in 2009. The contract period will be January 1, 2014 through December 31, 2015. There are no renewal options remaining; therefore, this chemical will be re-bid for 2015.

Hawkins, Inc. will hold their pricing firm for the upcoming renewal period. The price is \$3,049.20 per 330-gallon tote with an estimated annual expenditure of \$30,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Hawkins, Inc. are parties to a Contract for the purchase and delivery of Liquid Potassium Permanganate on an as-needed basis; and

WHEREAS, the City desires to renew the Agreement with Hawkins, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year five of the contract; no renewal options remain, therefore, this chemical will be re-bid for 2015; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$3,049.20 per 330-gallon tote; and

WHEREAS, the estimated annual cost of this contract is \$30,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 4 with Hawkins, Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 2 to renew contract for Liquid Oxygen with Airgas North Central, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$200,000 (original contract amount was \$100,000; renewal contract amount is \$200,000). CIP/DID #1111-098

Background:

Liquid Oxygen is utilized by the Water Pollution Control Facility for its operations during Cryogenics Facility Maintenance and to meet higher waste demand days.

Airgas North Central, Inc. was awarded the contract through Resolution No. 0136-01-12. The contract period will be January 1, 2014 through December 31, 2014 with two one-year renewal options.

Airgas North Central, Inc. will hold their pricing firm for the upcoming renewal period. The price is \$0.54/CCF with an estimated annual expenditure of \$200,000.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-611-611001**Local Preference Policy** Applies ☒ Exempt ☐**Explanation:** Airgas is a certified local vendor**Recommended by Council Committee** Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Airgas North Central, Inc. are parties to a Contract for the purchase and delivery of Liquid Oxygen on an as-needed basis; and

WHEREAS, the City desires to renew the Agreement with Airgas North Central, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year three of the contract; two additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$0.54 per CCF, delivered; and

WHEREAS, the estimated annual cost of this contract is \$200,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 2 with Airgas North Central, Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet**

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Mike Lynch

Phone Number/Ext: 5990

Email: m.lynch@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 4 to renew contract for Liquid Chlorine with Alexander Chemical Corporation for the Utilities Department for an estimated annual amount of \$300,000 (original contract amount was \$240,000; renewal contract amount is \$300,000). CIP/DID #1009-082

Background:

This chemical is used as one part of a two part disinfection system to control harmful microorganisms, control taste and odor, oxidation of organics and inorganics and the suppression of microbiological growths in the distribution system.

Alexander Chemical Corporation was awarded the contract in 2009 through Resolution No. 1188-12-09. The contract period will be January 1, 2014 through December 31, 2014. There are no renewal options remaining; therefore, this chemical will be re-bid for 2015. Alexander will deliver liquid chlorine to the Water Pollution Control Facility and both Water Treatment Plants.

Alexander Chemical Corporation will hold their pricing firm for the upcoming renewal period. The price is \$457.50/ton plus \$2,000 to provide four half days of safety training. The estimated annual expenditure is \$300,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): Account #531104-611611001 for the Water Pollution Control Facility and 531104-621-621001 for Water Operations

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No Cedar Rapids company provides this product

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department and Alexander Chemical Corporation are parties to a Contract for the purchase and delivery of Liquid Chlorine on an as-needed basis to the Water Pollution Control Facility and both Water Treatment plants; and

WHEREAS, the City desires to renew the Agreement with Alexander Chemical Corporation for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year five of the contract; no renewal options remain, therefore, this chemical will be re-bid for 2015; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$457.50 per ton, delivered, and \$2,000 for four half-days of safety training; and

WHEREAS, the estimated annual cost of this contract is \$300,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 4 with Alexander Chemical Corporation as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Mike Lynch**Phone Number/Ext:** 4992**Email:** m.lynch@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 2 to renew Contract for Liquid Carbon Dioxide with EPCO Carbon Dioxide Products, Inc. for Water Operations for an estimated annual amount of \$120,000 (original contract amount was \$120,000; renewal contract amount is \$120,000). CIP/DID #1112-118

Background:

Liquid carbon dioxide is used to restore the carbonate balance of the softened water and to adjust the pH to between 8.0 and 8.4 as required by Water Operations' operating permit. EPCO Carbon Dioxide Products, Inc. was awarded the contract through Resolution No. 0058-01-13.

The contract period is January 1, 2014 through December 31, 2014. There are three one-year renewal options remaining. The price is \$54.00 per ton, delivered, to be held firm for the contract period. The estimated annual expenditure is \$120,000.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract began January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-621-621001**Local Preference Policy** Applies ☒ Exempt ☐**Explanation:** Local vendor is not low bidder with preference applied**Recommended by Council Committee** Yes ☐ No ☐ N/A ☒**Explanation (if necessary):**

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Operations and EPCO Carbon Dioxide Products, Inc. are parties to a Contract for the purchase and delivery of liquid carbon dioxide on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with EPCO Carbon Dioxide Products, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year two of the Contract; three additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$54 per ton, delivered; and

WHEREAS, the estimated annual cost of this Contract is \$120,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 2 with EPCO Carbon Dioxide Products, Inc. as described herein.

Passed this 17th day of December, 2013.



35q

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Mike Lynch

Phone Number/Ext: 5990

Email: m.lynch@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 4 to renew the contract for Anhydrous Ammonia with Tanner Industries, Inc. for the Utilities Department, Water Operations for an estimated annual amount of \$85,200 (original contract amount was \$85,200; renewal contract amount is \$85,200). CIP/DID #1009-083

Background:

This chemical is used in conjunction with chlorine to form monochloramine, the final disinfectant. Water Operations is required by their operating permit to maintain the combined chlorine (chloramines) residual of 1.5 mg/l or greater in the distribution system.

Tanner Industries, Inc. was awarded the contract through Resolution No. 1289-11-10. The contract period will be January 1, 2014 through December 31, 2014. No renewal options remain; therefore, this chemical will be re-bid for 2015.

Tanner Industries, Inc. will increase their price by 2.82%, from \$1,420 per ton to \$1,460 per ton, delivered. The estimated annual expenditure is \$85,200.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-621-621001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No Cedar Rapids company provides this product

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department, Water Operations and Tanner Industries, Inc. are parties to a Contract for the purchase and delivery of Anhydrous Ammonia on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Tanner Industries, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year five of the contract; no renewal options remain, therefore, this chemical will be re-bid in 2015; and

WHEREAS, vendor has increased their prices 2.82%, from \$1,420 per ton to \$1,460 per ton, delivered; and

WHEREAS, the estimated annual cost of this contract is \$85,200.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 4 with Tanner Industries, Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Amendment No. 1 to renew Contract for Emulsion Polymer Clarifloc CE-939 with Polydyne, Inc. for the Water Pollution Control Facility for an estimated annual amount of \$450,000 (original contract amount was \$300,000; renewal contract amount is \$450,000). CIP/DID #1012-089

Background:

Emulsion Polymer is used in the dewatering process to prepare the sludge prior to centrifuging. The polymer coagulates the sludge's solids and allows the water to separate from the sludge. The centrifuge will spin out the large heavy particles of solids (maybe 25%), but with the addition of polymer, over 95% of the solids can be recovered from the sludge. This makes the process much more efficient and saves money, since solids not recovered would have to be reprocessed.

Polydyne, Inc. was awarded the contract for the purchase and delivery of emulsion polymer through Resolution No. 1698-12-12. The Contract period is January 1, 2014 through December 31, 2014 with three one-year renewal options remaining. Polydyne has agreed to hold their pricing firm for the contract renewal period at \$1.02 per pound, delivered.

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-611-611001**Local Preference Policy** Applies ☒ Exempt ☐**Explanation:** No Cedar Rapids company supplies this chemical

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Water Pollution Control Facility and Polydyne, Inc. are parties to a Contract for the purchase and delivery of Emulsion Polymer Clarifloc CE-939 on an as-needed basis; and

WHEREAS, the City desires to renew the Contract with Polydyne, Inc. for the contract period January 1, 2014 through December 31, 2014; and

WHEREAS, this renewal is year two of the Contract; three additional one-year renewal options remain; and

WHEREAS, vendor has agreed to hold the pricing firm for the one-year renewal period at \$1.02 per pound, delivered; and

WHEREAS, the estimated annual cost of this Contract is \$450,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 1 with Polydyne, Inc. as described herein.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Casey Drew

Phone Number/Ext: 5097

Email: c.drew@cedar-rapids.org

Alternate Contact Person: Theodore K. Kipper

Phone Number/Ext: 5011

Email: t.kipper@cedar-rapids.org

Description of Agenda Item:

Amendment No. 3 to the Contract for Banking Services with US Bank National Association to reflect the additional cost to manage the City's investment portfolio for an amount not to exceed \$65,000 (original contract amount was \$56,728; total contract amount with this amendment is \$121,728. CIP/DID #0509-319

Background:

The City entered into a Contract with US Bank National Association for Banking Services for the period July 1, 2009 through June 30, 2013. Resolution 0380-03-13 renewed the agreement for the period July 1, 2013 through June 30, 2014. There are no renewal options remaining and this service will be re-solicited in the spring 2014.

The City desires to amend the agreement to allow US Bank National Association to manage the City's investment portfolio to optimize return on investment. As the Administrator, US Bank will charge an annual fee accrued daily and paid monthly an amount of 0.075 percent for average daily net assets up to \$100MM and 0.006 percent on daily net assets over \$100MM. US Bank will follow the Investment Policy adopted by Council. The expected return by amending the agreement is \$350,000.00.

Finance met with the Chair of the City's Investment Committee to discuss this investment strategy and the Chair was in favor of moving the City's investments to US Bank National Association.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation: Should the City Council decide not to approve the resolution, the City will continue the current investment strategy

Time Sensitivity: Amendment shall take effect January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): Coded to several funds – allocated based on actual expenses and activity

Local Preference Policy Applies ☒ Exempt ☐

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Treasury Operations and US Bank National Association are parties to a Contract for Banking Services, signed by the City Manager on July 10, 2009; and

WHEREAS, the Contract will be Amended to allow US Bank National Association to manage the City's investment portfolio to optimize return on investment for a not-to-exceed \$65,000; and

WHEREAS, a cost summary of the Contract changes for this project is as follows:

Original Contract Amount	\$ 56,728	Signed by the City Manager 07/10/09
Amendment No. 1	\$ 0	Resolution No. 0380-03-13
Amendment No. 2	\$ 0	Signed by the City Manager 04/03/13
Amendment No. 3	<u>\$ 65,000</u>	Not-to-exceed
Amended Contract Amount	\$121,728	

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 3 with US Bank National Association as described herein.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda Item

Phone Number/Ext:

Email:

Alternate Contact Person: Marilyn Fitzgerald

Phone Number/Ext: X5056

Email: marilynF@cedar-rapids.org

Description of Agenda Item:

Amendment No. 3 to renew Agreement for Drug and Alcohol Testing for the Human Resources Department with Weland Clinical Laboratories for an amount not to exceed \$30,000 (original contract amount was \$33,000, renewal contract amount is \$30,000). CIP/DID #0909-068B

Background:

Bids were solicited on behalf of the Human Resources Department in 2009 for Health Services with five (5) vendors responding.

Award was made to Weland Clinical Laboratories for drug and alcohol testing. The term of the initial agreement was January 1, 2010 through December 31, 2011.

Amendment No. 3 to the Agreement is for year five (5) of the Agreement for the period of January 1, 2014 through December 31, 2014 with one (1) one-year renewal option remaining. Weland has agreed to the renewal period with no increase in price. The total annual expenditure for drug and alcohol testing will not exceed \$30,000, funded by individual department budgets.

Pricing listed below will remain unchanged through December 31, 2014:

DOT Drug and Alcohol Testing	\$44.00 per test; \$35.00 for confirmation
Non-DOT Drug and Alcohol Testing	\$17.80 per test; \$35.00 for confirmation
DOT Breath Alcohol Testing	\$15.00 per test; \$25.00 for confirmation
Non-DOT Breath Alcohol Testing	\$15.00 per test; \$25.00 for confirmation

Action / Recommendation:

Resolution authorizing execution of Amendment No. 3 to Agreement for Drug and Alcohol Testing with Weland Clinical Laboratories for a total annual amount not to exceed \$30,000.

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

Funded by individual department budgets.

Local Preference Policy Applies ☒ Exempt ☐

Explanation:

The local preference policy did not affect the award. Weland Clinical Laboratories is a local business.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids, Iowa and Weland Clinical Laboratories are parties to an Agreement, whereby Weland Clinical Laboratories provides drug and alcohol testing for the City; and

WHEREAS, the services were solicited in 2009 by a Request for Bid process (RFB #0909-068) with five (5) vendors responding; and

WHEREAS, both parties agree to a renewal period extending the expiration date to December 31, 2014 with no increase in price; and

WHEREAS, the pricing listed below shall remain unchanged through December 31, 2014 with the total annual expenditure not to exceed \$30,000;

DOT Drug and Alcohol Testing	\$44.00 per test; \$35.00 for confirmation
Non-DOT Drug and Alcohol Testing	\$17.80 per test; \$35.00 for confirmation
DOT Breath Alcohol Testing	\$15.00 per test; \$25.00 for confirmation
Non-DOT Breath Alcohol Testing	\$15.00 per test; \$25.00 for confirmation

AND WHEREAS, the funding for the services described herein is from departmental operating budgets;

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 3 with Weland Clinical Laboratories as described herein.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Rob Davis

Phone Number/Ext: 5808

Email: robd@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 7 to the Contract for City Services Center Furniture, Fixtures and Equipment (FF&E) Packages with Triplett Interior Solutions for additional furnishings for Information Technology for a not-to-exceed \$7,992.80 (original contract amount was \$299,520.80; total contract amount with this amendment is \$371,997.01) (**FLOOD**). CIP/DID #0113-154

Background:

City Council awarded the Contract to Triplett Interior Solutions for Packages 1 and 10 of the City Services Center Furniture, Fixtures and Equipment (FF&E) project through Resolution No. 0504-03-13 for \$299,520.80. The City Manager signed Amendment No. 1 to the Contract on July 5, 2013 for the addition of glass stackers on aisle panels for \$22,527.11. City Council approved Amendment No. 2 to the Contract through Resolution No. 1199-07-13 for additional furniture such as pedestal and lateral files, tackboards, upper storage, task lighting, corner brackets and panel power for \$18,433.26. City Council approved Amendment No. 3 to the Contract through Resolution No. 1462-09-13 for glass panels in open office 131 and additional furnishings for the Assessor's Office for \$3,187.95. City Council approved Amendment No. 4 to the Contract through Resolution No. 1535-09-13 for forklift rental for two days for \$1,031.78. Amendment No. 5 was for additional Package 1 furnishings and painting of three file cabinets for \$7,458.15 through Resolution No. 1666-10-13. Amendment No. 6 is for additional panels, overhead storage units and new work stations for Solid Waste and Dispatch and Building Services for a not-to-exceed \$11,845.16, approved through Resolution No. 1802-11-13.

Amendment No. 7 is for additional work stations, guest chairs and table, and electrical and data wire management for the Information Technology Department for a not-to-exceed \$7,992.80.

Ryan Companies US, Inc., the Construction Manager for the City Services Center is recommending this change and the Public Works Department – Engineering Division concurs with this recommendation.

Contract summary:

Original Contract Amount	\$299,520.80	Resolution No. 0504-03-13
Amendment No. 1	\$ 22,527.11	Signed by the City Manager 07/05/13
Amendment No. 2	\$ 18,433.26	Resolution No. 1199-07-13
Amendment No. 3	\$ 3,187.95	Resolution No. 1462-09-13

Amendment No. 4	\$ 1,031.78	Resolution No. 1535-09-13
Amendment No. 5	\$ 7,458.15	Resolution No. 1666-10-13
Amendment No. 6	\$ 11,845.16	Resolution No. 1802-11-13
Amendment No. 7	<u>\$ 7,992.80</u>	Not-to-exceed
Amended Contract Amount	\$371,997.01	

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): PWE006

Local Preference Policy Applies ☐ Exempt ☒

Explanation: FEMA funded project

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Public Works Department – Engineering Division and Triplett Interior Solutions are parties to a Contract for the purchase and installation of furniture at the City Services Center, authorized by Resolution No. 0504-03-13 for \$299,520.80; and

WHEREAS, the City Manager signed Amendment No. 1 to the Contract to add glass stackers to the workstation panels on all aisles on July 5, 2013 for \$22,527.11; and

WHEREAS, Council approved Amendment No. 2 to the Contract through Resolution No. 1199-07-13 for additional furniture such as pedestal and lateral files, tack boards, upper storage, task lighting, corner brackets and panel power for an additional \$18,433.26; and

WHEREAS, Council approved Amendment No. 3 to the Contract through Resolution No. 1462-09-13 to add glass panels in open office 131 and additional furnishings in the Assessor's Office for \$3,187.95; and

WHEREAS, Council approved Amendment No. 4 to the Contract through Resolution No. 1535-09-13 to add forklift rental for two days due to the elevators not being operational for \$1,031.78; and

WHEREAS, Council approved Amendment No. 5 to the Contract through Resolution No. 1666-10-13 for additional Package 1 furnishings and painting of three additional file cabinets for \$7,458.15; and

WHEREAS, Council approved Amendment No. 6 through Resolution No. for additional panels, overhead storage units and new work stations for Solid Waste and Dispatch and Building Services for \$11,845.16; and

WHEREAS, Amendment No. 7 is for additional work stations, guest chairs and table and electrical and data wire management for the Information Technology Department for a not-to-exceed \$7,992.80; and

WHEREAS, Ryan Companies US, Inc., the City's Contract Manager for the City Services Center is recommending this change; and

WHEREAS, the Public Works Department – Engineering Division concurs with this recommendation; and

WHEREAS, a cost summary of the Contract changes for this project is as follows:

Original Contract Amount	\$299,520.80	Resolution No. 0504-03-13
Amendment No. 1	\$ 22,527.11	Signed by the City Manager 07/05/13
Amendment No. 2	\$ 18,433.26	Resolution No. 1199-07-13
Amendment No. 3	\$ 3,187.95	Resolution No. 1462-09-13
Amendment No. 4	\$ 1,031.78	Resolution No. 1535-09-13
Amendment No. 5	\$ 7,458.15	Resolution No. 1666-10-13
Amendment No. 6	\$ 11,845.16	Resolution No. 1802-11-13

Amendment No. 7	<u>\$ 7,992.80</u>	Not-to-exceed
Amended Contract Amount	\$371,997.01	

WHEREAS, this project is federally funded through FEMA.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 7 with Triplett Interior Solutions as described herein.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: 12-17-13

Submitting Department: Finance – Purchasing Services

Presenter at meeting: consent

Phone Number/Ext:

Email:

Alternate Contact Person: John Riggs

Phone Number/Ext: X5981

Email: j.riggs@cedar-rapids.org

Description of Agenda Item:

Amendment No. 13 to reflect anticipated additional services and extend the term for Environmental Assessment Services for Flood Damaged Structures project with Tetra Tech, Inc. for an amount not to exceed \$29,900 (original contract amount was \$1,260,000; total contract with this amendment is \$2,215,840) (**FLOOD**). CIP/DID #0809-043

Background:

The work to be performed under this contract consists of providing environmental assessment services for flood-damaged residential properties. The assessment reports generated from this contract identify the items to be abated by the remediation contractor.

The contract shall be extended through December 31, 2014 and \$29,900 shall be added to this contract to reflect the anticipated additional services needed for the remaining parcels yet to be acquired through the CDBG acquisition program over the next 12 months.

Summary of Contract:

Original Agreement	1,260,000.00	FEMA	Resolution 1150-11-09
Amendment No. 1	9,554.00	FEMA	FEMA HMGP Properties, Task 1 and Task 2
Amendment No. 2	913,600.00	CDBG	Approx 800 CDBG Properties, Resolution 1074-09-10
Amendment No. 3	0	CDBG	To add Federal Regulations
Amendment No. 4	0	CDBG	Approx 150 CDBG Properties, Task 1 and Task 2
Amendment No. 5	0	CDBG	To amend Amendment No 2 and 3
Amendment No. 6	0	FEMA	To add 2 FEMA PA properties
Amendment No. 7	0	FEMA	To add 5 FEMA HMGP Properties
Amendment No. 8	2,786.00	FEMA/CDBG	To reflect pricing for Task 1 with no house structure
Amendment No. 9	0	FEMA/CDBG	To clarify Amendment No. 8
Amendment No. 10	0	FEMA/CDBG	To extend term, expand and clarify language
Amendment No. 11	0	FEMA	To identify 3 FEMA HMGP Properties
Amendment No. 12	0	CDBG	To extend term of contract
Amendment No. 13	29,900.00	CDBG	To extend term and to reflect cost of continuing services
Total	2,215,840.00		Not to exceed, except by written amendment

Action / Recommendation:

That the City Council approve the resolution and authorize the City Manager and the City Clerk to execute Amendment No. 13.

Alternative Recommendation: None

Time Sensitivity: Time Sensitive. A delay in the project will impact neighborhoods

Resolution Date: 12-17-13

Estimated Presentation Time: consent

Budget Information (if applicable):

Local Preference Policy Applies ☐ Exempt ☒

Explanation: Federally Funded Project – CDBG and FEMA

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids, Iowa and Tetra Tech, Inc. are parties to an Agreement, whereby Tetra Tech provides Environmental Assessment Services for Flood Damaged Structures to the City, and

WHEREAS, the services were competitively solicited on September 11, 2009 by a competitive Request for Proposal process (RFP #0809-043); and

WHEREAS, the City and Tetra Tech are desirous of extending the term of the contract through December 31, 2014 for anticipated additional services needed for the remaining parcels yet to be acquired through the CDBG acquisition program over the next 12 months for an amount not to exceed \$29,900; and

WHEREAS, a summary of the contract is listed below:

Original Agreement	1,260,000.00	FEMA	Resolution 1150-11-09
Amendment No. 1	9,554.00	FEMA	FEMA HMGP Properties, Task 1 and Task 2
Amendment No. 2	913,600.00	CDBG	Approx 800 CDBG Properties, Resolution 1074-09-10
Amendment No. 3	0	CDBG	To add Federal Regulations
Amendment No. 4	0	CDBG	Approx 150 CDBG Properties, Task 1 and Task 2
Amendment No. 5	0	CDBG	To amend Amendment No 2 and 3
Amendment No. 6	0	FEMA	To add 2 FEMA PA properties
Amendment No. 7	0	FEMA	To add 5 FEMA HMGP Properties
Amendment No. 8	2,786.00	FEMA/CDBG	To reflect pricing for Task 1 with no house structure
Amendment No. 9	0	FEMA/CDBG	To clarify Amendment No. 8
Amendment No. 10	0	FEMA/CDBG	To extend term, expand and clarify language
Amendment No. 11	0	FEMA	To identify 3 FEMA HMGP Properties
Amendment No. 12	0	CDBG	To extend term of contract
Amendment No. 13	29,900.00	CDBG	To extend term reflect the cost of continuing services
Total	2,215,840.00		Not to exceed, except by written amendment

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the above listed recommendation be accepted and that the City Manager and the City Clerk are hereby authorized to execute Amendment No. 13 for Environmental Assessment Services for Flood Damaged Structures.

Passed this 17th day of December 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Dean Archer

Phone Number/Ext: 5891

Email: d.archer@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Amendment No. 9 to the Contract for Citywide Energy Management System with Halvorson Trane to deduct scope of work not performed at Public Works and Water Operations for a total deduct of \$27,654 (original contract amount was \$475,745.00; total contract amount with this amendment is \$569,810.87) (**FLOOD**). CIP/DID #0110-161

Background:

City Council passed Resolution No. 0342-04-10 to award the contract to Halvorson Trane to replace the Citywide Energy Management System that was damaged in the flood of 2008. This Amendment is to deduct \$25,558 for scope of work not performed at Public Works due to the building being replaced and deduct \$2,096 for scope of work not performed at Water Operations due to lack of network connectivity, for a total deduct of \$27,654.

Contract summary:

Description	Cost
Base Agreement, Resolution No. 0342-04-10	\$475,745.00
Amendment No. 1, signed by the City Manager 01/06/11	N/C
Amendment No. 2, signed by the City Manager 05/09/11	-\$8,944.23
Amendment No. 3, Resolution No. 1317-09-11	\$151,125.00
Amendment No. 4, signed by the City Manager 04/11/12	\$1,107.02
Amendment No. 5, signed by the City Manager 04/11/12	N/C
Amendment No. 6, Resolution No. 1786-12-12	\$11,250.00
Amendment No. 7, Resolution No. 0333-02-13	\$11,817.08
Amendment No. 8, Resolution No. 1536-09-13	(\$44,635.00)
Amendment No. 9, not-to-exceed	(\$27,654.00)
Agreement Total	\$569,810.87

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): FME001

Local Preference Policy Applies ☐ Exempt ☒

Explanation: FEMA funded project

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Facilities Maintenance Services Division and Halvorson Trane are parties to a Contract for the Citywide Energy Management System, authorized by Resolution No. 0342-04-10; and

WHEREAS, the Contract will be amended to deduct scope of work not performed at Public Works and Water Operations for a total deduct of \$27,654; and

WHEREAS, a cost summary of the contract changes for this project is as follows:

Description	Cost
Base Agreement, Resolution No. 0342-04-10	\$475,745.00
Amendment No. 1, signed by the City Manager 01/06/11	N/C
Amendment No. 2, signed by the City Manager 05/09/11	-\$8,944.23
Amendment No. 3, Resolution No. 1317-09-11	\$151,125.00
Amendment No. 4, signed by the City Manager 04/11/12	\$1,107.02
Amendment No. 5, signed by the City Manager 04/11/12	N/C
Amendment No. 6, Resolution No. 1786-12-12	\$11,250.00
Amendment No. 7, Resolution No. 0333-02-13	\$11,817.08
Amendment No. 8, Resolution No. 1536-09-13	(\$44,635.00)
Amendment No. 9, not-to-exceed	(\$27,654.00)
Agreement Total	\$569,810.87

WHEREAS, this project is federally funded through FEMA.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute Amendment No. 9 with Halvorson Trane as described herein.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Resolution amending Resolution No. 1671-12-12 for an increase in Sodium Hydroxide 50% Bulk Solution chemical purchases for \$30,000 with Vertex Chemical Corporation, from the original estimated annual amount of \$150,000 to \$180,000 for the Water Pollution Control Facility. CIP/DID #0808-054

Background:

City Council passed Resolution No. 1671-12-12 for the purchase and delivery of Sodium Hydroxide 50% Solution for the Water Pollution Control Facility for calendar year 2013. WPC has seen an increase in the usage of this chemical. The Sodium Hydroxide bulk is used in two different applications at WPC. One tank is located in the Solids Dewatering Building and its purpose is to maintain an 11.0 ph on the Wet Chemical scrubber. The second application is at the Anaerobic Pretreatment Facility. The chemical there is used to maintain an 8.0 ph in the sulfur removal scrubber.

The original annual expenditure was estimated at \$150,000. The Utilities Department is requesting an increase of \$30,000 for additional purchases for a total not-to-exceed contract amount of \$180,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company provides this product

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department and Vertex Chemical Corporation are parties to a Contract for the purchase and delivery of Sodium Hydroxide 50% Bulk Solution to the Water Pollution Control Facility, authorized by Resolution No. 1671-12-12; and

WHEREAS, this resolution was for an annual expenditure estimated at \$150,000 for the time period January 1, 2013 through December 31, 2013; and

WHEREAS, the Water Pollution Control Facility desires to amend Resolution No. 1671-12-12 to add \$30,000 for additional purchases during December; and

WHEREAS, the total calendar year 2013 expenditure is a not-to-exceed \$180,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted as described herein.

Passed this 17th day of December, 2013.



35y

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Resolution amending Resolution No. 0057-01-13 for an increase in Magnesium Hydroxide 45% Solution chemical purchases for \$30,000 with Garrison Minerals, from the original estimated annual amount of \$175,000 to \$205,000 for the Water Pollution Control Facility. CIP/DID #1112-117

Background:

City Council passed Resolution No. 0057-01-13 for the purchase and delivery of Magnesium Hydroxide 45% Solution for the Water Pollution Control Facility for calendar year 2013. WPC has seen an increase in the usage of this chemical. Magnesium Hydroxide is used to adjust the Ph of the raw waste that is processed in the on-site anaerobic treatment process. The Ph is critical both to the viability of the anaerobic bacteria that are employed to treat the waste and also raise the waste water Ph within the plant. The Ph of the effluent stream to the river must be maintained within state permit requirements.

The original annual expenditure was estimated at \$175,000. The Utilities Department is requesting an increase of \$30,000 for additional purchases for a total not-to-exceed contract amount of \$205,000.

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company provides this product

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids Utilities Department and Garrison Minerals, LLC are parties to a Contract for the purchase and delivery of Magnesium Hydroxide 45% Solution to the Water Pollution Control Facility, authorized by Resolution No. 0057-01-13; and

WHEREAS, the original resolution was for an annual expenditure estimated at \$175,000 for the time period January 1, 2013 through December 31, 2013; and

WHEREAS, the Water Pollution Control Facility desires to amend Resolution No. 0057-01-13 to add \$30,000 for additional purchases during December; and

WHEREAS, the total calendar year 2013 expenditure is a not-to-exceed \$205,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted as described herein.

Passed this 17th day of December, 2013.



35z

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda Item

Phone Number/Ext:

Email:

Alternate Contact Person: Sandi Fowler

Phone Number/Ext: X5077

Email: s.fowler@cedar-rapids.org

Description of Agenda Item:

Resolution amending Resolution No. 1029-06-13 to reference Amendment No. 2 instead of Amendment No. 1 with ME&V (Original amount was \$150,000; renewal amount remains the same as \$150,000). CIP/DID #0412-199

Background:

Proposals were requested for Marketing Communications Services in 2012 with five (5) vendors responding. Marketing Communications Services include graphic design, layout, copywriting, photography, strategic communications planning and other similar services on an as-needed basis citywide. A Contract was executed with ME&V for the initial period of July 1, 2012 through June 30, 2013. Amendment No. 2 renews the Agreement through June 30, 2014.

This Resolution is to amend Resolution 1029-06-13 to revise the reference to Amendment No. 1 to instead refer to Amendment No. 2. The total annual not-to-exceed amount of \$150,000 remains unchanged.

Action / Recommendation:

Resolution amending Resolution No. 1029-06-13 to reference Amendment No. 2.

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

Funded by departmental operating budgets and advertising revenue

Local Preference Policy Applies ☒ Exempt ☐

Explanation:

An additional 50 points was added to the total evaluation score for each of the local firms considered in 2012. The outcome was not affected.

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the City of Cedar Rapids desires to renew Agreement No. 0412-199 with ME&V for Marketing Communications Services as authorized by Resolution No. 1029-06-13 ; and

WHEREAS, Resolution No. 1029-06-13 which authorized the renewal referenced Amendment No. 1; and

WHEREAS, the reference to Amendment No. 1 shall be revised to reference Amendment No. 2 to renew Agreement No. 0412-199; and

WHEREAS, the total annual expenditure remains unchanged not to exceed \$150,000, funded by departmental operating budgets and advertising revenue;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that Resolution No. 1029-06-13 be amended to reference Amendment No. 2 as described herein.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Loren Snell, PE
E-mail Address: l.snell@cedar-rapids.org

Phone Number/Extension: 5804

Alternate Contact Person: Doug Carper, PE
E-mail Address: d.carper@cedar-rapids.org

Phone Number/Extension: 5258

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes Map**

Authorizing Change Order No. 3 in the amount of \$12,987.40 with L.L. Pelling Company, Inc. for the 8th Street SE Rehabilitation from 1st Avenue E to 3rd Avenue SE project (original contract amount was \$377,390.75; total contract amount with this amendment is \$445,138.39). CIP/DID #3012057-02

Background:

This is a contract change order to adjust the contract price based on the actual quantities of completed work and additional work based on contractor quotes reviewed and accepted based on the scope of work. The unit prices remain the same as originally bid and the contract price is adjusted in accordance with the provisions specified in the terms and conditions. Additional work was added to install a new 24-inch round concrete handhole near traffic signal pedestal pole in the SW corner of 1st Avenue and 8th Street and tie the new conduit from that pole into the handhole. This additional handhole allows the elimination of some overhead signal wiring.

Action / Recommendation:

The Public Works Department recommends approval of Change Order No. 3 submitted by L.L. Pelling Company, Inc.

Alternative to the Recommendation:

If Council does not approve the change order, payments due to the Contractor will accrue interest until approval of the Change Order occurs and payment is made.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Chapter 26 of the Code of Iowa requires construction contracts for highway, bridge, or culvert improvements are awarded to the lowest responsive, responsible bidder.

Recommended by Council Committee: Yes ☒ No ☐ N/A ☐

Explanation (if necessary): Infrastructure Committee

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3012057-02

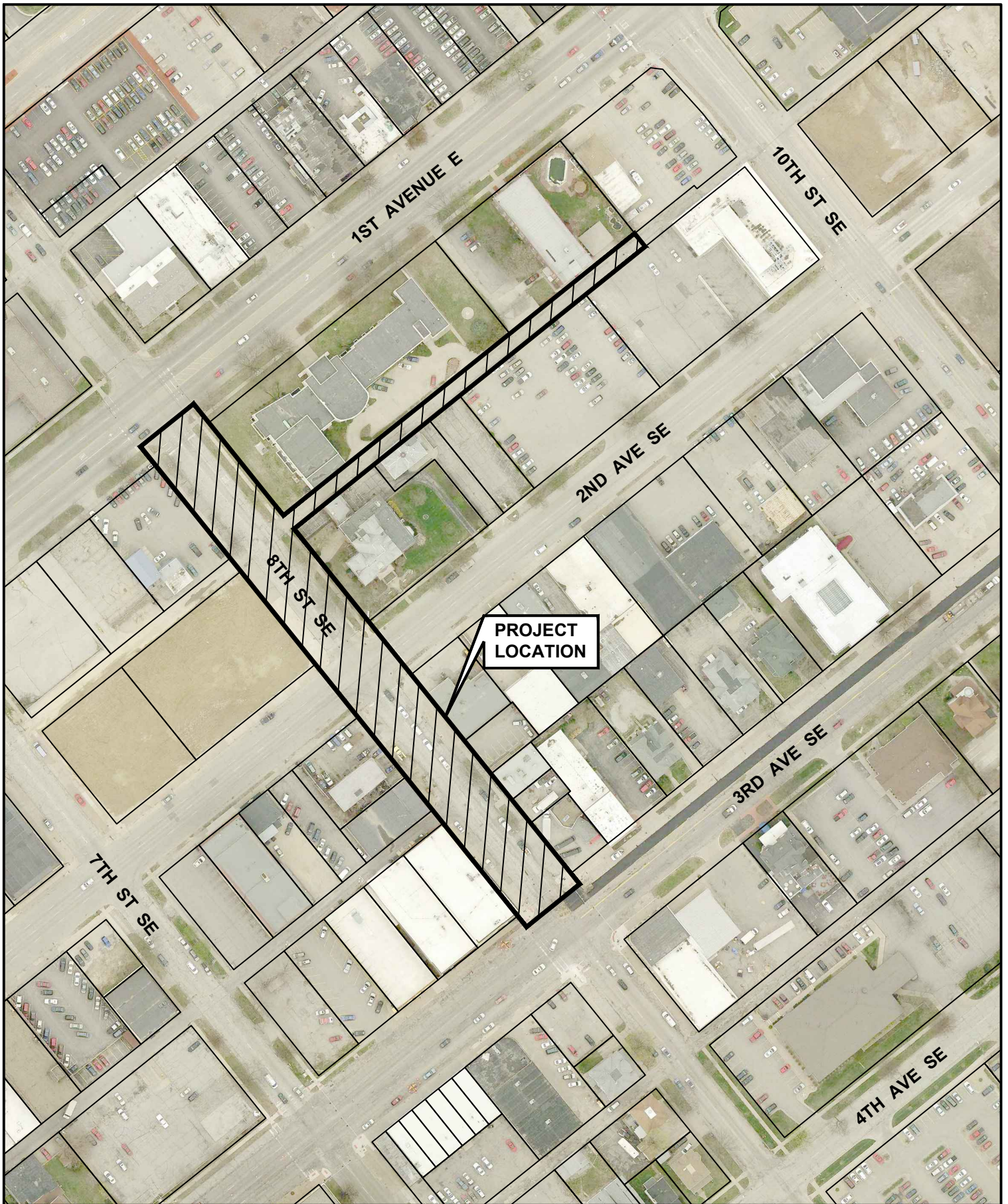
RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager is authorized to sign Change Order No. 3 in the amount of \$12,987.40 with L.L. Pelling Company, Inc. for the 8th Street SE Rehabilitation from 1st Avenue E to 3rd Avenue SE, Contract No. 3012057-02. A cost summary of the contract changes for this project is as follows:

Original Contract Amount	\$353,890.75
Possible Incentive	23,500.00
Change Order No. 1	10,241.35
Change Order No. 2	44,518.89
Change Order No. 3	<u>12,987.40</u>
Amended Contract Amount	\$445,138.39

General ledger coding for this Change Order to be as follows: \$2,757.40 301-301000-30185-3012057, \$10,230 306-306000-306187

Passed this 17th day of December, 2013.





Council Agenda Item Cover Sheet

FLOOD

Submitting Department: Public Works Department

Presenter at meeting: Doug Carper, P.E.
E-mail Address: d.carper@cedar-rapids.org

Phone Number/Extension: 5258

Alternate Contact Person: Rob Davis, P.E.
E-mail Address: r.davis@cedar-rapids.org

Phone Number/Extension: 5808

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda**
 Authorizing Change Order No. 13 in the amount of \$56,416.60 with Knutson Construction Services Midwest, Inc. for the Cedar Rapids Public Library Project - General Contractor project (original contract amount was \$14,235,000; total contract amount with this amendment is \$15,339,991.60) **(FLOOD)**. CIP/DID #PLE001-20

Background:

WCD= Work Change Directive

WCD #17	Installation and anchor bolt layout of the Paley sculpture piece.	\$21,825
	Revised skywalk ramp, misc. ceiling clarifications, canopy signage, and metal panel finish revisions	.00
	Add motorization to the overhead coiling grille and revise wall finishes.	\$8,336
	Add FEMA demolition specifications to the project, revise café counter tops, and change the Van Vechten Window display niche.	\$1,694
	Add column covers, add a carpet pattern, and revise the skywalk entrance at the parking ramp.	\$9,852
	Storm Chamber Excavation Note, revisions to North Entrance Plaza	(\$3,788.40)
	Move Floorboxes on 2 nd Floor	.00
	Add Cisco Brand Phones and Devices	.00
	Consolidated concrete at Planters (extra work)	\$2,908
	Revise Exit Signage, Add electrical in Server 256	.00
	Revise ceiling pain, vinyl wall covering, and fabric wrapped panels	\$5,091
	Add 3" Asphalt Concrete Cement overlay installation over 8" Portland Cement Concrete for pavement replacement associated with street patches for utility work.	\$10,499

Action / Recommendation:

The Public Works Department recommends approval of Change Order No. 13 submitted by Knutson Construction Services Midwest, Inc.

Alternative to the Recommendation:

If Council does not approve the change order, payments due to the Contractor will accrue interest until approval of the Change Order occurs and payment is made.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: FEMA policy does not allow.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

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PLE001-20
377545

RESOLUTION NO.

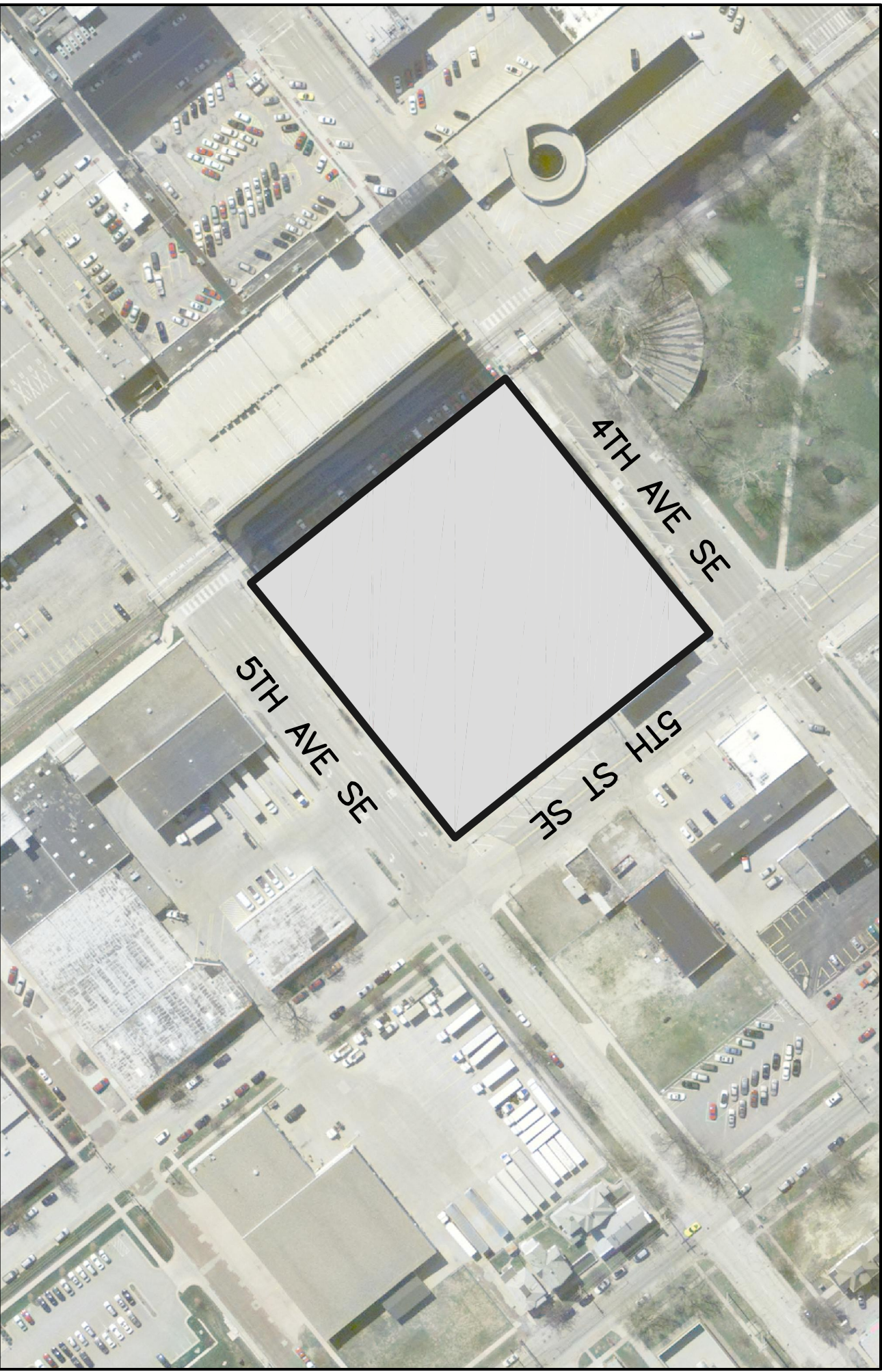
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager is authorized to sign Change Order No. 13 in the amount of \$56,416.60 with Knutson Construction Services Midwest, Inc. for the Cedar Rapids Public Library - General Contractor, Contract No. PLE001-20. A cost summary of the contract changes for this project is as follows:

Original Contract Amount	\$14,235,000.00
Change Order No. 1	79,031.00
Change Order No. 2	21,986.00
Change Order No. 3	431,162.00
Change Order No. 4	61,940.00
Change Order No. 5	88,649.00
Change Order No. 6	73,982.00
Change Order No. 7	127,951.00
Change Order No. 8	61,320.00
Change Order No. 9	39,610.00
Change Order No. 10	20,430.00
Change Order No. 11	26,522.00
Change Order No. 12	15,992.00
Change Order No. 13	<u>56,416.60</u>
Amended Contract Amount	\$15,339,991.60

General ledger coding for this Change Order to be as follows:

\$56,416.60 330-330010-18512-PLE001

Passed this 17th day of December, 2013.



SCALE: NONE

CEDAR RAPIDS PUBLIC LIBRARY



CEDAR RAPIDS
City Of Five Seasons

PLE001



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Gary Petersen, PE
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5153

Alternate Contact Person: Doug Wilson, PE
E-mail Address: d.wilson@cedar-rapids.org

Phone Number/Extension: 5141

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes Map**

Resolution authorizing execution of an Agreement between the Iowa Department of Transportation (IDOT) and the City of Cedar Rapids for the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project. CIP/DID# 3012001-00

Background:

This project is to construct a Shared Use Path Connection on the east side of Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW. This improvement is the last phase of the multi-phase Edgewood Road SW improvements from Highway 30 to 60th Avenue SW, and provides an extension of the existing Shared Use Path that currently stops at Prairie Valley Court SW. The improvements include a bridge over Highway 30, an underpass structure for the westbound Highway 30 off-ramp, and using the existing undercrossing of the eastbound Highway 30 on-ramp.

The total estimated project cost is approximately \$1,880,000. The Corridor Metropolitan Planning Organization has approved \$834,000 of federal-aid funding for this project. Prior year GO Bond funding of \$295,465 and Tax Incremental Financing (TIF) funding will fund the balance of the project.

Action / Recommendation:

The Public Works Department recommends approving the resolution authorizing execution of an Agreement between the IDOT and the City of Cedar Rapids for the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project. Upon City approval, signed agreements will be returned to the IDOT for necessary signatures.

Alternative to Recommendation:

If the City Council does not approve this Agreement, the project cannot proceed as programmed and scheduled, and the approved STP funding would be reallocated by the CMPO to other projects that may not be within the City of Cedar Rapids.

Time Sensitivity: Normal

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): CIP No. 3012001 and 305121

3012001/COUNCIL AGENDA ITEMS/COVER SHEET AGR IDOT STP 3012001

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Resolution is for an Agreement with the Iowa DOT, not a purchase.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Corridor Metropolitan Planning Organization (CMPO) has approved \$834,000 of federal-aid funding for the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project, and

WHEREAS, Iowa Code Sections 306A.7 and 307.44 provide for cities and the Iowa Department of Transportation (IDOT) to enter into Agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with federal funds, and

WHEREAS, the IDOT has provided Agreement No. 6-13-STPU-27, Federal-Aid Agreement for a Surface Transportation Program Project for said project, and

WHEREAS, the City Council Resolution No 0108-02-10 authorized execution of Contract No. 305121-01 for professional design services for said project, and

WHEREAS, the Public Works Director / City Engineer recommends authorizing execution of Agreement No. 6-13-STPU-27, Federal-Aid Agreement for a Surface Transportation Program Project for said project,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City Manager and City Clerk are authorized to execute Agreement No. 6-13-STPU-27, Federal-Aid Agreement for a Surface Transportation Program Project for miscellaneous improvements in connection with the Shared Use Path on Edgewood Road SW from Prairie Valley Court SW to 37th Avenue SW project with the Iowa Department of Transportation.

Passed this 17th day of December, 2013



EXISTING SIDEWALKS (TYP.)

37TH AVE SW

38TH AVE SW

SIDEWALK / SHARED USE
PATH EXTENSION

HIGHWAY 30

BEVERLY RD SW

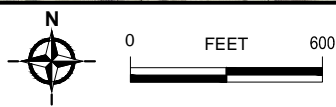
44TH AVENUE SW

PRAIRIE VALLEY CT SW

EXISTING
SIDEWALK / SHARED
USE PATH



SHARED USE PATH ON EDGEWOOD ROAD SW FROM
PRAIRIE VALLEY COURT SW TO 37TH AVENUE SW PROJECT



Cadd File Name: W:\PROJECTS\CI\301\3012001\3012001 Council Map.dwg



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Glenn Vosatka
E-mail Address: g.vosatka@cedar-rapids.org

Phone Number/Extension: 5821

Alternate Contact Person: Scott Sovers
E-mail Address: s.rovers@cedar-rapids.org

Phone Number/Extension: 5547

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** ☒ **Map**

Resolution awarding and approving contract in the amount of \$28,325 plus incentive up to \$1,000, bond and insurance of Eastern Iowa Excavating & Concrete, LLC for the 16th Avenue and Edgewood Road SW, Northeast Corner Sidewalk Extension project (estimated cost is \$35,500). CIP/DID #301864-01

Background:

Eastern Iowa Excavating & Concrete, LLC, Cascade, IA	\$28,325
Possible Incentive	<u>\$1,000</u>
Total Award	\$29,325
Borst Brothers Construction, Inc., Marion, IA	\$35,615
Vieth Construction Corp., Cedar Falls, IA	\$36,450
Rathje Construction Co., Marion, IA	\$36,760
Pirc-Tobin Construction, Inc., Alburnett, IA	\$38,085
Ricklefs Excavating, Ltd. Anamosa, IA	\$38,570
Tschiggfrie Excavating, Dubuque, IA	\$40,202
Dave Schmitt Construction, Cedar Rapids, IA	\$44,146

Eastern Iowa Excavating & Concrete, LLC submitted the lowest of the competitive quotations received on December 4, 2013 for the 16th Avenue and Edgewood Road SW, Northeast Corner Sidewalk Extension project. The competitive quotation is within the approved budget. Construction work is anticipated to begin this spring and be completed within 13 working days.

Action / Recommendation:

The Public Works Department recommends approval of the Resolution to award and approve contract in the amount of \$28,325 plus incentive up to \$1,000, bond and insurance of Eastern Iowa Excavating & Concrete, LLC for the 16th Avenue and Edgewood Road SW, Northeast Corner Sidewalk Extension project.

Alternative to the Recommendation:

If Council chooses not to award the contract for said project, the project could not go forward as proposed unless the bidding process is repeated.

Time Sensitivity: Normal.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: This project is a Public Improvement Project and as such per State Code the City is required to award the construction contract to the lowest responsive, responsible bidder. The Buy Local Policy does not apply in this situation.

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

ACCEPTING PROPOSAL, AWARDING CONTRACT, APPROVING CONTRACT

WHEREAS, the following competitive quotations were received, opened, and announced on December 4, 2013 by the City Engineer, or designee, for the 16th Avenue and Edgewood Road SW, Northeast Corner Sidewalk Extension (Contract No. 301864-01)

Eastern Iowa Excavating & Concrete, LLC, Cascade, IA	\$28,325
Possible Incentive	<u>\$1,000</u>
Total Award	\$29,325
Borst Brothers Construction, Inc., Marion, IA	\$35,615
Vieth Construction Corp., Cedar Falls, IA	\$36,450
Rathje Construction Co., Marion, IA	\$36,760
Pirc-Tobin Construction, Inc., Alburnett, IA	\$38,085
Ricklefs Excavating, Ltd. Anamosa, IA	\$38,570
Tschiggfrie Excavating, Dubuque, IA	\$40,202
Dave Schmitt Construction, Cedar Rapids, IA	\$44,146

, AND WHEREAS, general ledger coding for this public improvement project shall be as follows: \$23,275 301-301000-301864; \$6,050 625-625000-625884-6252013063

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

1. The previous delegation to the City Engineer, or his designee, to receive, open, and publicly announce the competitive quotations is hereby ratified and approved;
2. Eastern Iowa Excavating & Concrete, LLC is the lowest responsive, responsible bidder on said work and the City Engineer, or his designee, has recommended that the City accept its competitive quotation and award the contract to it;
3. Subject to registration with the Department of Labor, the Competitive Quotation of Eastern Iowa Excavating & Concrete, LLC is hereby accepted, with the inclusion of the incentive clause, and the contract for this public improvement is hereby awarded to Eastern Iowa Excavating & Concrete, LLC.
4. The City Manager and City Clerk are hereby directed to sign and execute a contract with said contractor for the construction of the above-described public improvements;

BE IT FURTHER RESOLVED that upon execution by the City Manager and City Clerk, said contract is approved, subject to approval of the bond and insurance by the City of Cedar Rapids Risk Manager and filing of the same with the City of Cedar Rapids Finance Director.

Passed this 17th day of December, 2013.



Cadd File Name: W:\PROJECTS\CI\3011864\3011864_Council Map.dwg





Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Doug Wilson, PE
E-mail Address: d.wilson@cedar-rapids.org

Phone Number/Extension: 5141

Alternate Contact Person: Gary Petersen, PE
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5153

Description of Agenda Item: ☒ **Consent Agenda** ☐ **Regular Agenda** **Yes Map**

Resolution awarding and approving contract in the amount of \$122,416.35 plus incentive up to \$8,250, bond and insurance of Rathje Construction Company for the 18th Street SW, South of Wilson Avenue SW, Culvert and Water Main Replacement project (estimated cost is \$165,000). CIP/DID #304360-01

Background:

Rathje Construction Company, Marion, IA	\$122,416.35
Possible Incentive	<u>\$ 8,250.00</u>
Total Award	\$130,666.35
Maxwell Construction, Inc., Iowa City, IA	\$127,617.25
Ricklefs Excavating, Ltd., Anamosa, IA	\$133,270.75
Pirc-Tobin Construction, Inc., Alburnett, IA	\$143,004.20
Dave Schmitt Construction, Cedar Rapids, IA	\$144,467.00
Connolly Construction, Inc., Peosta, IA	\$152,991.50
BWC Excavating, LC, Solon, IA	*\$155,267.66
Vieth Construction Corp., Cedar Falls, IA	\$155,533.75
Tschiggfrie Excavating, Co., Dubuque, IA	\$170,029.00

*Multiplication/Addition errors found in bid

Rathje Construction Company submitted the lowest of the bids received on November 27, 2013 for the 18th Street SW, South of Wilson Avenue SW, Culvert and Water Main Replacement project. The bid is within the approved budget. Construction work is anticipated to begin this spring and be completed within 25 working days.

Action / Recommendation:

The Public Works Department recommends approval of the Resolution to award and approve contract in the amount of \$122,416.35 plus incentive up to \$8,250, bond and insurance of Rathje Construction Company for the 18th Street SW, South of Wilson Avenue SW, Culvert and Water Main Replacement project.

Alternative to the Recommendation:

If Council chooses not to award the contract for said project, the project could not go forward as proposed unless the bidding process is repeated.

Time Sensitivity: Normal. Chapter 26.10 of the Code of Iowa requires the Bid security to be returned within 30 days after the bid opening. Deferral of the contract award after December 17, 2013 may require re-bidding and affect the construction schedule for the improvements.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): CIP No. 304360

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Not Applicable

Recommended by Council Committee: Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

ACCEPTING PROPOSAL, AWARDING CONTRACT, APPROVING CONTRACT

WHEREAS, on November 5, 2013 the City Council adopted a motion that directed the City Clerk to give notice to bidders and publish notice of a public hearing on the plans, specifications, form of contract and cost estimate for the 18th Street SW, South of Wilson Avenue SW, Culvert and Water Main Replacement Improvements public improvement project (Contract No. 304360-01) for the City of Cedar Rapids, Iowa, and

WHEREAS, said notice was published in the Cedar Rapids Gazette on November 9, 2013 pursuant to which a public hearing was held on November 19, 2013, and

WHEREAS, the following bids were received, opened and announced on November 27, 2013 by the City Engineer, or designee, and said officer reported the results of the bidding on December 3, 2013 and made recommendations thereon to the City Council at its next meeting on December 17, 2013:

Rathje Construction Company, Marion, IA	\$122,416.35
Possible Incentive	<u>\$ 8,250.00</u>
Total Award	\$130,666.35
Maxwell Construction, Inc., Iowa City, IA	\$127,617.25
Ricklefs Excavating, Ltd., Anamosa, IA	\$133,270.75
Pirc-Tobin Construction, Inc., Alburnett, IA	\$143,004.20
Dave Schmitt Construction, Cedar Rapids, IA	\$144,467.00
Connolly Construction, Inc., Peosta, IA	\$152,991.50
BWC Excavating, LC, Solon, IA	*\$155,267.66
Vieth Construction Corp., Cedar Falls, IA	\$155,533.75
Tschiggfrie Excavating, Co., Dubuque, IA	\$170,029.00

*Multiplication/Addition errors found in bid

AND WHEREAS, the general ledger coding for this public improvement project shall be as follows: \$79,484.30 304-304000-304360 and \$51,182.05 625-625000-625883-6252011028; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

1. The previous delegation to the City Engineer, or his designee, to receive, open and publicly announce the bids, and report the results thereof to the City Council at its next meeting is hereby ratified and approved;

2. Rathje Construction Company is the lowest responsive, responsible bidder on said work and the City Engineer, or his designee, has recommended that the City accept its bid and award the contract to it;

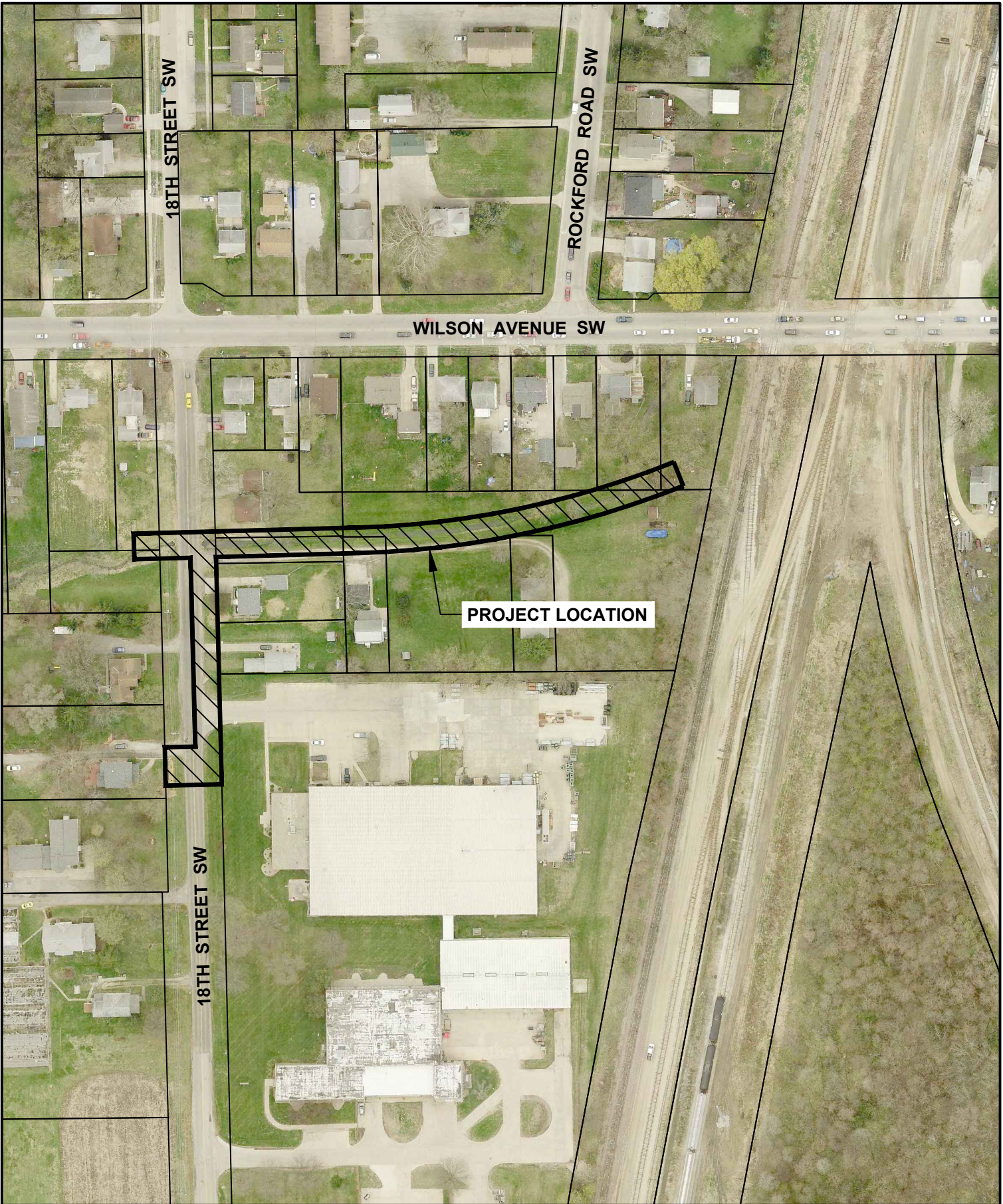
3. Subject to registration with the Department of Labor, the Bid of Rathje Construction Company is hereby accepted, with the inclusion of the incentive clause, and the contract for this public improvement is hereby awarded to Rathje Construction Company;

4. The City Manager and City Clerk are hereby directed to sign and execute a contract with said contractor for the construction of the above-described public improvements;

BE IT FURTHER RESOLVED that the bid securities of the unsuccessful bidders be returned to them by the City Clerk, and

BE IT FURTHER RESOLVED that upon execution by the City Manager and City Clerk, said contract is approved, subject to approval of the bond and insurance by the City of Cedar Rapids Risk Manager and filing of the same with the City of Cedar Rapids Finance Director.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Cedar Rapids Police Department

Presenter at meeting: Charlie McClintock **Phone Number/Ext:** 5383
E-mail Address: c.mcclintock@cedar-rapids.org

Alternate Contact Person: Chief Jerman **Phone Number/Ext:** 5374
E-mail Address: w.jerman@cedar-rapids.org

Description of Agenda Item:

Resolution authorizing Joint Communications Agency to purchase upgrades and equipment from Motorola Inc. for public safety use in connection with the Linn County 800 MHz Radio System. CIP/DID # 660990

Background:

Funds for these radio upgrades and equipment have been previously allocated and are available in the Linn County 800 MHz Radio System project #065002. The amount requested at this time is for an amount not to exceed \$82,632.99 for the purchase of radio upgrades and equipment from Motorola Inc.

Action / Recommendation:

It is recommended that City Council approve authorization for Joint Communications Agency to purchase these radio upgrades and equipment as noted above.

Alternative Recommendation: NA

Time Sensitivity: None

Resolution Date: December 17, 2013

Estimated Presentation Time: 0

Budget Information (if applicable):

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: NA

Recommended by Council Committee Yes No ☐ N/A ☒
Explanation: NA

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RESOLUTION NO.

WHEREAS, the City of Cedar Rapids owns and maintains a public safety 800 MHz radio communications system purchased from Motorola, Inc., 1307 East Algonquin Road, Schaumburg, IL 60196, and

WHEREAS, this system was purchased in 1996 as part of the Municipal Police Facility and Public Safety Communications Center community bond project, and

WHEREAS, Motorola, Inc. is the sole source provider of upgrades and equipment for the current radio system, and

WHEREAS, the current radio system is being decommissioned and these funds will be used to upgrade the existing equipment capable of functioning on the new countywide radio system, and

WHEREAS, funds for these upgrades and equipment have been allocated and are available in the Linn County 800 MHz Radio System project – 065002,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the Joint Communications Agency be authorized to purchase upgrades and equipment for an amount not to exceed \$82,632.99, from Motorola, Inc.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: 12/17/2013

Submitting Department: HR

Presenter at meeting: NA – Consent

Phone Number/Ext: 5019

Email: c.huber@cedar-rapids.org

Alternate Contact Person: Bonnie Pisarik

Phone Number/Ext: 5078

Email: b.pisarik@cedar-rapids.org

Description of Agenda Item:

Resolution authorizing the City Manager to sign the Financial Exhibit to the City's Administrative Services and Financial Agreement with Delta Dental Plan of Iowa for a 12 month time period of January 1, 2014 to December 31, 2014. Administrative fees for this time period are estimated to be \$54,571.

Background:

Delta Dental Plan of Iowa provides dental insurance for City employees. The agreement for 12 months is an extension of the current agreement bid in FY 2006. The dental plan year operates on a CY basis.

Action / Recommendation:

Sign the most recent version of the Financial Exhibit with Delta Dental Plan of Iowa in order to renew this Agreement from January 1, 2014 to December 31, 2014.

Alternative Recommendation:

Request staff complete additional research and provide additional options.

Time Sensitivity:

Resolution Date: 12/17/13

Estimated Presentation Time: NA - consent

Budget Information (if applicable):

No change

Local Preference Policy Applies ☐ Exempt ☐

Explanation: This is an amendment to a current contract that was bid in FY 06 prior to the local preference ordinance.

RESOLUTION NO.

WHEREAS, the renewal terms of the Administrative Services and Financial Agreement signed on January 10, 2003 state that the parties may agree to renew the Agreement for successive Contract Periods as defined in the Financial Exhibit; and

WHEREAS, the "Contract Period" is defined in the Administrative Services and Financial Agreement as "the period of time set forth in the Financial Exhibit or the most recent version to the Financial Exhibit"; and

WHEREAS, the most recent version to the Financial Exhibit with Delta Dental of Iowa is for a period of 1/1/2014 to 12/31/2014 with an estimated cost of total administrative fees of \$54,571;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City Manager is hereby authorized to sign the most recent version of the Financial Exhibit in order to renew the Administrative Services and Financial Agreement with Delta Dental Plan of Iowa for the period 1/1/2014 to 12/31/2014.

Passed this 17th day of December, 2013.

Voting:



35hh

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Information Technology

Presenter at meeting: Consent

Phone Number/Ext:

Email:

Alternate Contact Person: Julie Macauley

Phone Number/Ext: 5118

Email: j.macauley@cedar-rapids.org

Description of Agenda Item: (insert same wording as used on agenda summary)

Renewal of Software Maintenance for Onbase with Integrated Data Products, Inc. (IDP) (original contract amount was \$35,986; renewal contract amount is \$44,600.00). CIP/DID #635201

Background:

Onbase was implemented as the City's main document management software in September 2001 with the focus of the City Clerk's Department. Since the original implementation, IT has assisted additional City Departments with the setup of document management. Some document examples currently stored in Onbase include; City Council Documents, Alcohol Applications, Taxi/Limo Applications, Bargaining Contracts, Policy Manuals, HR Records, Building Permits, Invoices, Fire Permits, Fire Grant Documents, WPC Lab Reports, and Treasury Legal Opinions.

Additional application modules such as Outlook and ESRI Integration have been added to integrate with Onbase.

Onbase Software Maintenance includes support of the application including updates. IDP, a Cedar Rapids company is able to assist in these areas with the renewal of this maintenance agreement.

Action / Recommendation:

Recommend Council approves the Resolution.

Alternative Recommendation:

City elects not to renew maintenance and have technical support for Onbase.

Time Sensitivity: Current agreement expires December 31, 2013.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0

Budget Information (if applicable): 522101-101-109130

Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☐

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Information Technology Department administers a City-wide document management system and the application currently implemented is OnBase, and

WHEREAS, there is a need to have application support and upgrades for maintaining the effectiveness and efficiency of the document management system, and

WHEREAS, the funding for this operating expense will come from 522101-101-109130; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City Manager be authorized to execute a one year software maintenance agreement for the time period of January 1, 2014 through December 31, 2014 with Integrated Data Products, Inc., 427 Greenfield Street NE, Cedar Rapids, Iowa, 52402 in the amount of \$44,600.00.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

☒ **Consent Agenda** ☐ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities – Water Pollution Control Facility

Presenter at meeting: Steve Hershner **Phone No.:** 5281 **E-mail:** s.hershner@cedar-rapids.org

Alternate Contact: Andrew Lundy **Phone No.:** 5968 **E-mail:** a.lundy@cedar-rapids.org

Description of Agenda Item:

Professional Services Agreement with Fox Engineering Associates, Inc. for an amount not to exceed \$419,000 for the Water Pollution Control Facility Chlorine System Upgrade Engineering Services. CIP/DID #615148-03.

Background:

The existing chlorine equipment at the WPCF is dated and has been in operation for a long period of time. Until recently, there were no safety features at the WPCF: specifically, no chlorine shut-off valves or a chlorine scrubber. There is also limited redundancy in the existing system and the Disinfection Building HVAC system is in need of repair. A project currently underway will provide the City the ability route diversion sewer flow through the chlorine disinfection process. This change may increase the chlorine demand of the facility, depending on the Iowa Department of Natural Resource (IDNR) requirements.

A recent chlorine leak at the City of Cedar Rapids Northwest Water Treatment Plant (NWTP) illustrated the importance of proper safety features regarding chlorine at our facilities. At the time, the WPCF did not have cylinder shut-off valves or a scrubber system to provide chlorine protection in the event of a failure. Regulations require that once any change is made to the system, the entire chlorine system must be brought up to current code. Therefore, if the City wanted to install a simple safety device, other less critical items would also need to be brought up to code (e.g. HVAC requirements.) Discussions with the Cedar Rapids Fire Department (CRFD) and the IDNR about the situation allowed for a compromise. The CRFD, who is the Authority Having Jurisdiction (AHJ), will allow the installation of cylinder shut-off valve and allow the Utilities Department up to three years to bring the remainder of the system up to code as long as a Plan-of-Action is pre-approved.

The Plan-of-Action was approved by the CRFD in late September 2012. Immediately afterwards, work began on adding chlorine shut-off valves to the cylinders at the WPCF. The chlorine shut-off valves were installed outside of the normal disinfection season during the winter of 2012. Installation was completed in March of 2013.

This Agreement is the continuation in the completion of the approved Plan-of-Action. Fox Engineering Associates shall provide engineering services to review the existing chlorine system at the Water Pollution Control Facility for current code deficiencies. Provide a study comparing an existing system upgrade against other potential alternative disinfection technologies. Once an alternative is selected, design the new chlorine system upgrade to comply with current regulations and applicable engineering standards.

Seven engineering firms were contacted for Statements of Qualifications to perform the study. The seven firms were: Stanley Consultants, Inc., Howard R. Green Company, HDR Engineering Inc., Brown and Caldwell, Fox Engineering, Shive-Hattery, Inc. and McClure Engineering Co.

Packets detailing the experience of the firm and the proposed schedule for the project were received from Howard R. Green Company, HDR Engineering Inc., Fox Engineering, Shive-Hattery, Inc. and McClure Engineering Co. The Utilities Department staff evaluated the qualifications of the responding firms and determined that the technical resources that Fox Engineering Associates, Inc. could bring to the project best met the needs of the Utilities Department.

Action / Recommendation:

The Utilities Department – Water Pollution Control Facility Staff recommends approval of the Professional Services Agreement with Fox Engineering Associates, Inc. for an amount not to exceed \$419,000 for the Water Pollution Control Facility Chlorine System Upgrade Engineering Services and authorizing the City Manager and City Clerk to execute said Agreement.

Alternative Recommendation: None

Time Sensitivity: Action needed 12-17-13

Resolution Date: 12-17-13

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

1. **Included in Current Budget Year.** Yes, funding for Water Pollution Control Facility Chlorine System Upgrade is included in FY13 and FY14 WPC budgets. Project costs will be coded to 925-553000-615-615000-615148.
2. **Analysis if the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** The FY13 and FY14 budget include \$1,150,000 under CIP number 615148.
3. **Purchasing Department used or Purchasing Guidelines followed:** Yes, statements of qualifications were requested from multiple engineering firms and evaluated by Utilities Department staff using objective criteria.

Local Preference Policy Applies ☒ Exempt ☐

Explanation Consultant Evaluation form gives preference to local consultants.

Recommend by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the existing chlorine equipment at the Water Pollution Control Facility is dated and has been in operation for a long period of time and until recently there were no safety features at the facility, specifically no chlorine shut-off valves or a chlorine scrubber, and

WHEREAS, regulations require that once any change is made to the system, the entire chlorine system must be brought up to current code and if the City wanted to install a simple safety device, other less critical items would also need to be brought up to code, and

WHEREAS, a Plan-of Action was approved in late September 2012 by the Cedar Rapids Fire Department who is the Authority Having Jurisdiction, that allowed the installation of a cylinder shut-off valve and allowed the Utilities Department up to three years to bring the remainder of the system up to code, and

WHEREAS, the City solicited Statements of Qualifications for the continuation in the completion of the approved Plan-of-Action from seven engineering firms, with Howard R. Green Company, HDR Engineering Inc., Fox Engineering, Shive-Hattery, Inc., and McClure Engineering Co. responding, and

WHEREAS, the Utilities Department staff evaluated the qualifications of the responding firms and determined that the technical resources that Fox Engineering Associates, Inc. could bring to the project best met the needs of the Utilities Department, and

WHEREAS, the Utilities Department – Water Pollution Control Facility recommends approval of the Professional Services Agreement with Fox Engineering Associates, Inc., for the Water Pollution Control Facility Chlorine System Upgrade Engineering Services and authorizing the City Manager and City Clerk to execute said Agreement, now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the Water Pollution Control Facility be hereby authorized to enter into a Professional Services Agreement with Fox Engineering Associates, Inc. for the Water Pollution Control Facility Chlorine System Upgrade Engineering Services for an amount not to exceed \$419,000 be hereby approved and the City Manager and City Clerk authorized to execute. To be funded from the FY13 and FY14 WPC budgets and coded to 925-553000-615-615000-615148.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

☒ **Consent Agenda** ☐ **Regular Agenda**

Council Meeting Date: December 17, 2013

Submitting Department: Utilities – Water Division

Presenter at meeting: Steve Hershner **Phone:** 5281 **E-mail:** SteveHe@cedar-rapids.org

Alternate Contact: Matt Jensen **Phone:** 5937 **E-mail:** m.jensen@cedar-rapids.org

Description of Agenda Item: (insert same wording as used on agenda summary)

Resolutions approving actions regarding Purchases/Contracts/Agreements:

- a. Professional Services Agreement with HDR Engineering, Inc. for an amount not to exceed \$106,500 for the Selected J Avenue Campus 2014 Renovations project. CIP/DID #6250031-01

Background:

The goal of the project is to design improvements to specific electrical, HVAC, and architectural components of the Water Distribution Maintenance Building and the J Avenue Water Treatment Plant. The electrical portion involves demolishing and replacing obsolete electrical installations in the J Avenue Water Treatment Plant and the Water Distribution Maintenance Building and energizing the Water Distribution Maintenance Building from a different power source located on the J Avenue Water Treatment Plant site. The HVAC and Architectural portions include identifying and correcting the existing deferred maintenance issues at the Water Distribution Maintenance Building.

The Water Distribution Maintenance Building and the adjacent J Avenue Water Treatment Plant have many pieces of electrical equipment that are obsolete and are in poor operating condition. These items were identified in a 2011 study completed by Ulteig Engineers that is available on the City FTP site. Some of the items identified in the study are being addressed in another project currently under design; the goal of this project is to correct the remaining items that have not been addressed. The Water Distribution Maintenance Building Garages were built in 1966. The roof on the complex was replaced in 2000. Aside from this limited work little additional maintenance has been done on the structure. In recent years, issues with exterior paint chipping, freeze-thaw damage and wall cracking, mainly around the west-most garage, have been identified. In addition, water ingress into the office area has been observed as well. There have also been numerous roof leaks reported over the years.

Five engineering firms were originally contacted for Statements of Qualifications to perform the study. The five firms were: HDR Engineering, Inc., H.R. Green Company, Watersmith Engineering, Shive-Hattery, and Brown & Caldwell. Packets detailing the experience of the firm and the proposed schedule for the project were received from HDR Engineering and Shive-Hattery. The Utilities Department staff evaluated the qualifications of the responding firms and determined that the technical resources that HDR Engineering could bring to the project best met the needs of the Utilities Department.

Action / Recommendation:

The Utilities Department – Water Division recommends approval of the Professional Services Agreement with HDR Engineering, Inc. for an amount not to exceed \$106,500 for the Selected J Avenue Campus 2014 Renovations project and authorizing the City Manager and City Clerk to execute said Agreement.

Alternative Recommendation: None

Time Sensitivity: Action needed 12-17-13

Resolution Date: 12-17-13

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable):

1. **Included in Current Budget Year.** The project will be funded from the FY2014 Utilities Department – Water Division CIP budget and coded to 553000-625-625000-x-x-6250031 and 553000-625-625000-x-x-6250032.
2. **Analysis if the expenditure is within budgeted expectations, i.e. some type of budget to actual comparison:** The Water Division FY2014 budget includes \$225,000 for Engineering Design Services for the Selected J Avenue Campus 2014 Renovations project.
3. **Purchasing Department used or Purchasing Guidelines followed:** Yes, statements of qualifications were requested from multiple engineering firms and evaluated by Utilities Department staff using objective criteria.

Local Preference Policy

Applies ☒

Exempt ☐

Explanation: Consultant Evaluation form gives preference to local consultants.

Recommend by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO

WHEREAS, the City of Cedar Rapids Utilities – Water Division needs to update electrical, HVAC, and architectural components of the Water Distribution Maintenance Building and the J Avenue Water Treatment Plant, and

WHEREAS, the goal of the project is to design improvements to specific electrical, HVAC, and architectural components of the Water Distribution Maintenance Building and the J Avenue Water Treatment Plant. The electrical portion involves demolishing and replacing obsolete electrical installations in the J Avenue Water Treatment Plant and the Water Distribution Maintenance Building and energizing the Water Distribution Maintenance Building from a different power source located on the J Avenue Water Treatment Plant site. The HVAC and Architectural portions include identifying and correcting the existing deferred maintenance issues at the Water Distribution Maintenance Building, and

WHEREAS, proposals were solicited from five engineering firms for Statements of Qualifications detailing the experience of their firm and the proposed schedule for the project, and

WHEREAS, HDR Engineering, Inc. possess the expertise and experience needed for this project and has proposed to furnish these services for an amount not to exceed \$106,500, and

WHEREAS, the Utilities Department – Water staff has determined that the proposed fee is fair and reasonable for the scope of services to be furnished and recommends that the City execute a Professional Services Agreement with HDR Engineering, Inc. for the Selected J Avenue Campus 2014 Renovations project (Contract No. 6250031-01), now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the Professional Services Agreement with HDR Engineering, Inc. for an amount not to exceed \$106,500 for the Selected J Avenue Campus 2014 Renovations project (Contract No. 6250031-01), be hereby approved and that the City Manager and City Clerk be authorized to execute said Agreement. To be funded from the Utilities – Water Division Fiscal Year 2014 CIP budget and coded to 553000-625-625000-x-x-6250031.

Passed this 17th day of December, 2013.



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Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Brent Schlotfeldt

Phone Number/Ext: 5809

Email: b.schlotfeldt@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Contract for Tuma Pavilion Roof Replacement project with T&K Roofing Company for the Facilities Maintenance Services Division for an amount not to exceed \$47,999. CIP/DID #1013-078

Background:

Purchasing Services solicited bids on behalf of Facilities Maintenance Services for the replacement of the Tuma Sports Complex pavilion roof. Three bids were received. Facilities Maintenance is making the recommendation for award to T&K Roofing Company as the lowest responsive and responsible bidder. The project will be completed by March 1, 2014.

Bids received:

Company Name	Location	Price
T&K Roofing Company	Ely	\$47,999
Dryspace, Inc.	Cedar Rapids	\$70,607
Advance Builders Corp	Cedar Rapids	\$80,000

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 3602108

Local Preference Policy Applies ☒ Exempt ☐

Explanation: T&K Roofing Company is a certified local vendor

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for Tuma Pavilion Roof Replacement on behalf of the City of Cedar Rapids Facilities Maintenance Division; and

WHEREAS, responses were received from three vendors; and

WHEREAS, Facilities Maintenance is making the following recommendation for award to T&K Roofing Company, which was the lowest responsive and responsible bidder; and

WHEREAS, the project will be completed by March 1, 2014; and

WHEREAS, the not-to-exceed amount is \$47,999.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with T&K Roofing Company as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Contract for Sodium Hypochlorite 12% with K.A. Steel Chemicals, Inc. for the Water Pollution Control Facility for an amount not to exceed \$250,000. CIP/DID #1013-068

Background:

The Water Pollution Control Facility uses Sodium Hypochlorite in its operations for the odor control scrubbers.

Purchasing Services solicited bids on behalf of the Water Pollution Control Facility for the purchase and delivery of sodium hypochlorite 12%. Six bids were received. The Water Pollution Control Facility is recommending award to K.A. Steel Chemicals, Inc. as the lowest responsive and responsible bidder.

The contract period is January 1, 2014 through December 31, 2014, with four one-year renewal options. The estimated annual expenditure is \$250,000.

Bids received:

Company Name	Location	Price per Gallon	Extended Price for 250,000 Gallons
K.A. Steel Chemicals, Inc.	Downers Grove, IL	\$0.62	\$155,000
Vertex Chemical Corp	St. Louis, MO	\$0.65	\$162,500
Rowell Chemical Corp	Hinsdale, IL	\$0.85	\$212,500
Alexander Chemical Corp	Peru, IL	\$0.91	\$227,500
DPC Industries, Inc.	Omaha, NE	\$0.915	\$228,750
Egan Supply Company	Omaha, NE	\$1.24	\$310,000

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for the purchase and delivery of sodium hypochlorite 12% on behalf of the City of Cedar Rapids Water Pollution Control Facility; and

WHEREAS, responses were received from six vendors; and

WHEREAS, the Water Pollution Control Facility is making the following recommendation for award to K.A. Steel Chemicals, Inc., which was the lowest responsive and responsible bidder; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$250,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with K.A. Steel Chemicals, Inc. as described herein.

Passed this 17th day of December, 2013.



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Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Contract for Sodium Hydroxide 50% Bulk with K.A. Steel Chemicals, Inc. for the Water Pollution Control Facility for an amount not to exceed \$150,000. CIP/DID #1013-064

Background:

The Sodium Hydroxide bulk is used in two different applications at WPC. One tank is located in the Solids Dewatering Building and its purpose is to maintain an 11.0 ph on the Wet Chemical scrubber. The second application is at the Anaerobic Pretreatment Facility. The chemical there is used to maintain an 8.0 ph in the sulfur removal scrubber.

Purchasing Services solicited bids on behalf of the Water Pollution Control Facility for the purchase and delivery of sodium hydroxide 50% bulk. Five bids were received. The Water Pollution Control Facility is recommending award to K.A. Steel Chemicals, Inc. as the lowest responsive and responsible bidder.

The contract period is January 1, 2014 through December 31, 2014, with four one-year renewal options. The estimated annual expenditure is \$150,000.

Bids received:

Company Name	Location	Price per Ton	Extended Price for 124 Tons
K.A. Steel Chemicals, Inc.	Downers Grove, IL	\$533	\$66,092
Vertex Chemical Corporation	St. Louis, MO	\$548	\$67,952
Brenntag Great Lakes, LLC	Wauwatosa, WI	\$568	\$70,432
Alexander Chemical Corp	Peru, IL	\$598	\$74,152
Rowell Chemical Corp	Hinesdale, IL	\$600	\$74,400

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for the purchase and delivery of sodium hydroxide 50% bulk on behalf of the City of Cedar Rapids Water Pollution Control Facility; and

WHEREAS, responses were received from five vendors; and

WHEREAS, the Water Pollution Control Facility is making the following recommendation for award to K.A. Steel Chemicals, Inc., which was the lowest responsive and responsible bidder; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$150,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with K.A. Steel Chemicals, Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Contract for Anaerobic Micronutrient Solution with Hydro Solutions, Inc. for the Water Pollution Control Facility for an annual amount not to exceed \$85,000. CIP/DID #1013-067

Background:

The Anaerobic Micronutrient Solution is made from an exact formula of 11 different chemicals. The APT micronutrient helps sustain bacteria life in the process. It is a mixture that has many needed minerals that help support the APT system.

Purchasing Services solicited bids on behalf of the Water Pollution Control Facility for the purchase and delivery of anaerobic micronutrient solution. Hydro Solutions, Inc. submitted two different bids. The Water Pollution Control Facility is recommending award for the lower priced option.

The contract period will be January 1, 2014 through December 31, 2014, with four one-year renewal options. The estimated annual expenditure is \$85,000.

Bid Pricing:

Hydro Solutions, Inc.	Louisville, KY	\$5,156.25 per 275-gallon tote
Hydro Solutions, Inc.	Louisville, KY	\$5,500.00 per 275-gallon tote

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:** Contract begins January 1, 2014**Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for the purchase and delivery of anaerobic micronutrient solution on behalf of the City of Cedar Rapids Water Pollution Control Facility; and

WHEREAS, two responses were received; and

WHEREAS, the Water Pollution Control Facility is making the following recommendation for award to Hydro Solutions, Inc.; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$85,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with Hydro Solutions, Inc. as described herein.

Passed this 17th day of December, 2013.



3500

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Email:

Alternate Contact Person: Daniel Gibbins

Phone Number/Ext: 5768

Email: d.gibbins@cedar-rapids.org

Alternate Contact Person: Heather Mell

Phone Number/Ext: 5117

Email: h.mell@cedar-rapids.org

Description of Agenda Item:

Contract for pool chemicals with Pool Tech Midwest, Inc. for the Parks and Recreation Department for an amount not to exceed \$70,000. CIP/DID #1113-082

Background:

Purchasing Services solicited bids on behalf of Parks and Recreation for the purchase and delivery of pool chemicals on an as-needed firm fixed unit price basis. Bids were received from two (2) vendors. The Parks and Recreation Department feels it is in the best interest of the City to award to one vendor for all chemicals and to not accept any substitutions. Pool Tech Midwest was the only vendor to bid on all products as specified in the bid documents.

Bids were received from:

Vendor	Product Description	Unit Price
Pool Tech Midwest, Cedar Rapids, IA	Pulsar Briquettes	\$110.00 / 50lb pail
	Pulsar Plus Shock, 75% available Chlorine	\$61.50 / 25lb pail
	Pulsar Sunscreen 20 C.A.	\$72.00 / 40lb pail
	Sodium Bicarbonate	\$30.00 / 50lb bag
	77-80% Calcium Chloride Flakes	\$23.00 / 50lb bag
Leslie's Poolmart, Phoenix, AZ	Pulsar Briquettes	No Bid
	Substitute PPG Shock LPM	\$57.95 / 25lb pail
	Substitute Cyanuric Acid	\$139.95 / 100lb pail
	Sodium Bicarbonate	\$15.89 / 50lb bag
	77-80% Calcium Chloride Flakes	\$19.95 / 50lb bag

The contract period will be from January 1, 2014 through December 31, 2014 with four (4) one-year renewal options.

Action / Recommendation:

Recommend council approve resolution

Alternative Recommendation:

Time Sensitivity:

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 53304-101-164091

Local Preference Policy Applies ☒ Exempt ☐

Explanation: Local preference applies, but did not have an affect on the award.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for pool chemicals on behalf of the City of Cedar Rapids Parks and Recreation; and

WHEREAS, responses were received from two vendors; and

WHEREAS, the Parks and Recreation Department is making the following recommendation for award to Pool Tech Midwest, Inc, which was the lowest responsive and responsible bidder; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four (4) additional one (1) year renewals; and

WHEREAS, the estimated annual not to exceed expenditure is \$70,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with Pool Tech Midwest, Inc. as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Kathy Bierman**Phone Number/Ext:** 5044**Email:** k.bierman@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Contract for Hydrogen Peroxide with U.S. Peroxide, LLC for the Water Pollution Control Facility for an annual amount not to exceed \$40,000. CIP/DID #1113-083

Background:

Hydrogen Peroxide is used in a tank at the final lift building. Peroxide is injected into the Waste Activated stream in order to reduce the amount of Hydrogen Sulfide that occurs in the Gravity Belt Thickener process.

Purchasing Services solicited bids on behalf of the Water Pollution Control Facility for the purchase and delivery of hydrogen peroxide on an as-needed basis. Two bids were received. The Water Pollution Control Facility is recommending award to U.S. Peroxide, LLC as the lowest responsive and responsible bidder.

The contract period will be January 1, 2014 – December 31, 2014. There are four one-year renewal options. The estimated annual expenditure is \$40,000.

Bids received:

Company Name	Location	Price per Gallon, Delivered
U.S. Peroxide, LLC	Atlanta, GA	\$2.74
Siemens Water Technologies LLC	Sarasota, FL	\$2.98

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:****Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No local company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for Hydrogen Peroxide on behalf of the City of Cedar Rapids Water Pollution Control Facility; and

WHEREAS, responses were received from two vendors; and

WHEREAS, the Water Pollution Control Facility is making the following recommendation for award to U.S. Peroxide, LLC, which was the lowest responsive and responsible bidder; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$40,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with U.S. Peroxide, LLC as described herein.

Passed this 17th day of December, 2013.



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Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Loren Snell

Phone Number/Ext: 5802

Email: l.snell@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Contract for Material Testing Services with Terracon Consultants, Inc. for the Public Works Department – Engineering Division for an annual amount not to exceed \$35,000. CIP/DID #1013-066

Background:

Purchasing Services solicited bids on behalf of the Public Works Department – Engineering Division for as-needed material testing services. Two bids were received and the Engineering Division is recommending award to both vendors. This resolution is for Terracon Consultants, Inc.

The contract period is January 1, 2014 through December 31, 2014 with four additional one-year renewal options. All City Departments can utilize this contract, although Public Works is the largest user. The estimated annual expenditure with Terracon is \$35,000.

Bids received:

VENDORS		TEAM Services	Terracon Consultants, Inc.
Vendor Location		Cedar Rapids	Cedar Rapids
Line Item	Description		
1	Extraction/gradation		
	Unit price	\$210.00	\$155.00
2	Marshall stability, flow & density		
	Unit price	\$155.00	\$130.00
3	Theoretical max. specific gravity		
	Unit price	\$128.00	\$130.00
4	Specific gravity/density		
	Unit price	\$25.00	\$40.00
5	Sample pick-up charge		
	Unit price	\$10.00	\$45.00
6	Standard proctor		

	Unit price	\$80.00	\$110.00
7	Concrete compressive strength		
	Unit price	\$10.00	\$12.00
8	Concrete flexural strength		
	Unit price	\$24.00	\$40.00
9	Atterberg limits		
	Unit price	\$48.00	\$70.00
10	Specific gravity of aggregate		
	Unit price	\$25.00	\$100.00
11	Moisture of content of aggregates		
	Unit price	\$5.00	\$40.00
12	Laboratory analysis of contaminated soils		
	Unit price	\$120.00	\$82.00
13	Field testing of contaminated soils		
	Unit price	\$115.00	N/A
14	Sieve analysis		
	Unit price	\$48.00	\$100.00
15	Rental equipment OVM		
	Unit price	\$50.00	\$125.00
16	Compaction tests		
	Unit price	\$0.00	\$0.00
17	Core measurement, density & strength		
	Unit price	\$24.00	\$40.00
18	Soil borings		
	Unit price	\$160.00	\$295.00
19	Drill rig with 2 man crew		
	Unit price	\$160.00	Included with soil borings
20	Plant monitor		
	Unit price	\$40.00	\$75.00
22	Principal Engineer		
	Hourly rate	\$100.00	\$130.00
23	Senior Project Manager		
	Hourly rate	\$90.00	\$99.00
24	Senior Project Engineer, P.E.		
	Hourly rate	\$95.00	\$105.00
25	Project Manager/Engineer		
	Hourly rate	\$80.00	\$89.00
26	Senior Engineering Technician		
	Hourly rate	\$44.00	\$65.00
27	Level IV Engineering Technician		
	Hourly rate	\$42.00	\$55.00
28	Level III Engineering Technician		
	Hourly rate	\$40.00	\$48.00
29	Level II Engineering Technician		
	Hourly rate	\$37.00	\$45.00
30	Level I Engineering Technician		
	Hourly rate	\$34.00	\$39.00
31	Concrete Coring Technician III		
	Hourly rate	\$40.00	\$65.00
32	Field Scientist		
	Hourly rate	\$90.00	\$75.00
33	Remedial Specialist		
	Hourly rate	\$100.00	\$125.00
34	Clerical		

	Hourly rate	\$45.00	\$30.00
36	Subcontractor Services		
	Each	Cost + 8.5%	Cost + 15%

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): Budget will be from each project

Local Preference Policy Applies ☒ Exempt ☐

Explanation: Terracon Consultants, Inc. is a certified local vendor

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for as-needed material testing services on behalf of the City of Cedar Rapids Public Works Department – Engineering Division; and

WHEREAS, responses were received from two vendors; and

WHEREAS, the Engineering Division is making the following recommendation for award to Terracon Consultants, Inc.; and

WHEREAS, the Engineering Division will also award a contract to the other bidder for these services, as each company specializes in different tests; and

WHEREAS, all Departments in the City can utilize this Contract; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$35,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with Terracon Consultants, Inc. as described herein.

Passed this 17th day of December, 2013.



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Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Loren Snell

Phone Number/Ext: 5802

Email: l.snell@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Contract for Material Testing Services with TEAM Services, Inc. for the Public Works Department – Engineering Division for an annual amount not to exceed \$35,000. CIP/DID #1013-066

Background:

Purchasing Services solicited bids on behalf of the Public Works Department – Engineering Division for as-needed material testing services. Two bids were received and the Engineering Division is recommending award to both vendors. This resolution is for TEAM Services, Inc.

The contract period is January 1, 2014 through December 31, 2014 with four additional one-year renewal options. All City Departments can utilize this contract, although Public Works is the largest user. The estimated annual expenditure with TEAM Services is \$35,000.

Bids received:

VENDORS		TEAM Services	Terracon Consultants, Inc.
Vendor Location		Cedar Rapids	Cedar Rapids
Line Item	Description		
1	Extraction/gradation		
	Unit price	\$210.00	\$155.00
2	Marshall stability, flow & density		
	Unit price	\$155.00	\$130.00
3	Theoretical max. specific gravity		
	Unit price	\$128.00	\$130.00
4	Specific gravity/density		
	Unit price	\$25.00	\$40.00
5	Sample pick-up charge		
	Unit price	\$10.00	\$45.00
6	Standard proctor		
	Unit price	\$80.00	\$110.00

7	Concrete compressive strength		
	Unit price	\$10.00	\$12.00
8	Concrete flexural strength		
	Unit price	\$24.00	\$40.00
9	Atterberg limits		
	Unit price	\$48.00	\$70.00
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11	Moisture of content of aggregates		
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14	Sieve analysis		
	Unit price	\$48.00	\$100.00
15	Rental equipment OVM		
	Unit price	\$50.00	\$125.00
16	Compaction tests		
	Unit price	\$0.00	\$0.00
17	Core measurement, density & strength		
	Unit price	\$24.00	\$40.00
18	Soil borings		
	Unit price	\$160.00	\$295.00
19	Drill rig with 2 man crew		
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20	Plant monitor		
	Unit price	\$40.00	\$75.00
22	Principal Engineer		
	Hourly rate	\$100.00	\$130.00
23	Senior Project Manager		
	Hourly rate	\$90.00	\$99.00
24	Senior Project Engineer, P.E.		
	Hourly rate	\$95.00	\$105.00
25	Project Manager/Engineer		
	Hourly rate	\$80.00	\$89.00
26	Senior Engineering Technician		
	Hourly rate	\$44.00	\$65.00
27	Level IV Engineering Technician		
	Hourly rate	\$42.00	\$55.00
28	Level III Engineering Technician		
	Hourly rate	\$40.00	\$48.00
29	Level II Engineering Technician		
	Hourly rate	\$37.00	\$45.00
30	Level I Engineering Technician		
	Hourly rate	\$34.00	\$39.00
31	Concrete Coring Technician III		
	Hourly rate	\$40.00	\$65.00
32	Field Scientist		
	Hourly rate	\$90.00	\$75.00
33	Remedial Specialist		
	Hourly rate	\$100.00	\$125.00
34	Clerical		
	Hourly rate	\$45.00	\$30.00

36	Subcontractor Services		
	Each	Cost + 8.5%	Cost + 15%

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): Budget will be from each project

Local Preference Policy Applies ☒ Exempt ☐

Explanation: TEAM Services, Inc. is a certified local vendor

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for as-needed material testing services on behalf of the City of Cedar Rapids Public Works Department – Engineering Division; and

WHEREAS, responses were received from two vendors; and

WHEREAS, the Engineering Division is making the following recommendation for award to TEAM Services, Inc.; and

WHEREAS, the Engineering Division will also award a contract to the other bidder for these services, as each company specializes in different tests; and

WHEREAS, all Departments in the City can utilize this Contract; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$35,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with TEAM Services, Inc. as described herein.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Alternate Contact Person: Kathy Bierman

Phone Number/Ext: 5044

Email: k.bierman@cedar-rapids.org

Alternate Contact Person: Diane Rodenkirk

Phone Number/Ext: 5023

Email: d.rodenkirk@cedar-rapids.org

Description of Agenda Item:

Contract for Boiler & Cooling Water Chemicals with Nalco Company for the Water Pollution Control Facility for an annual amount not to exceed \$60,000. CIP/DID #1013-065

Background:

The Water Pollution Control Facility uses various different chemicals for the boiler and cooling water systems. These chemicals are necessary for WPC operations water treatment to boilers to eliminate scale and remove oxygen from boiler feed water that would cause pitting of boiler tubes. In cooling water towers, WPC uses chemical biocides to eliminate biological growth that would cause heat exchanger plugging.

Purchasing Services solicited bids on behalf of the Water Pollution Control Facility. Nalco Company, the contract holder for the past 5 years, was the only company to submit a bid.

The contract period is January 1, 2014 through December 31, 2014 with four one-year renewal options. The not-to-exceed annual expenditure is \$60,000.

Bid Pricing:

		Description	Price per Pound
Nalco Company	St. Paul, MN	ST-70 biocide for cooling towers	\$3.59
		3dt147 scale & corrosion inhibitor	\$3.67
		22341 boiler scale inhibitor	\$2.31
		1720 oxygen scavenger	\$2.56
		8338 closed loop inhibitor	\$6.21

Action / Recommendation: Recommend Council approve the Resolution

Alternative Recommendation:

Time Sensitivity: Contract begins January 1, 2014

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): 531104-611-611001

Local Preference Policy Applies ☒ Exempt ☐

Explanation: No Cedar Rapids company submitted a bid

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for the purchase and delivery of five different boiler and cooling water chemicals on behalf of the City of Cedar Rapids Water Pollution Control Facility; and

WHEREAS, responses were received from one vendor; and

WHEREAS, the Water Pollution Control Facility is making the recommendation for contract award for Nalco Company; and

WHEREAS, the Contract period will be January 1, 2014 through December 31, 2014, with the option of four additional one-year renewals; and

WHEREAS, the estimated annual expenditure is \$60,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with Nalco Company as described herein.

Passed this 17th day of December, 2013.

**Council Agenda Item Cover Sheet****Council Meeting Date:** December 17, 2013**Submitting Department:** Finance – Purchasing Services**Presenter at meeting:** Consent Agenda**Phone Number/Ext:****Alternate Contact Person:** Brent Schlotfeldt**Phone Number/Ext:** 5809**Email:** b.schlotfeldt@cedar-rapids.org**Alternate Contact Person:** Diane Rodenkirk**Phone Number/Ext:** 5023**Email:** d.rodenkirk@cedar-rapids.org**Description of Agenda Item:**

Contract for City Hall Basement Repairs – Floor Cracks, Sump Pits & Pumps project with Hanna Plumbing & Heating, Inc. for Facilities Maintenance Services for an amount not to exceed \$26,665 (**FLOOD**). CIP/DID #1113-085

Background:

The City Hall basement was damaged during the flood event of 2013. This project is to repair floor cracks and install sump pits & pumps. Purchasing Services solicited bids on behalf of Facilities Maintenance Services and two were received. Facilities Maintenance is recommending award to Hanna Plumbing & Heating, Inc. as the lowest responsive and responsible bidder. The project will be completed by March 1, 2014.

Bids received:

Company Name	Location	Price
Hanna Plumbing & Heating, Inc.	Marion	\$26,665
Prime Mechanical, Inc.	Ely	\$98,730

Action / Recommendation: Recommend Council approve the Resolution**Alternative Recommendation:****Time Sensitivity:****Resolution Date:** December 17, 2013**Estimated Presentation Time:** 0 minutes**Budget Information (if applicable):** 360-360005 – class code 18519**Local Preference Policy** Applies ☐ Exempt ☒**Explanation:** FEMA funded project

Recommended by Council Committee

Yes ☐

No ☐

N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, the Purchasing Services Division has solicited bids for City Hall Basement Repairs – Floor Cracks, Sump Pits and Pumps on behalf of the City of Cedar Rapids Facilities Maintenance Services; and

WHEREAS, responses were received from two vendors; and

WHEREAS, Facilities Maintenance is making the following recommendation for award to Hanna Plumbing & Heating, Inc., which was the lowest responsive and responsible bidder; and

WHEREAS, the project will be completed by March 1, 2014; and

WHEREAS, this project is federally funded through FEMA and the not-to-exceed price is \$26,665.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the recommendation above be accepted and that the City Manager and City Clerk are hereby directed to execute a Contract with Hanna Plumbing & Heating, Inc. as described herein.

Passed this 17th day of December, 2013.



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Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Joe O'Hern

Phone Number/Ext: 319 286-5292

Email: j.ohern@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution authorizing use of remaining \$500,000 in Community Disaster Grant funds allocated for Business Recovery to establish a Cedar Rapids Business Assistance Revolving Loan Fund.
NEW

Background:

On June 10, 2009, Cedar Rapids City Council approved receipt of \$10,764,503.75 in Community Disaster Grant (CDG) funds. This was disaster assistance funding authorized through State legislation and distributed statewide by the Iowa Homeland Security and Emergency Management Division.

Of the City's total, \$5,550,000 was allocated specifically for Business and Job Growth gaps to fund activities not eligible for the federally-funded Business Disaster Recovery grant. During the course of recovery, CDG has been allocated for a variety of activities, based on identified gaps in the Business Disaster Assistance Programs. To date, over \$5,000,000 has been provided in grants to businesses with gaps that were not eligible for funding through the Business Disaster Assistance Programs.

The Small Business Task Force, a subcommittee of the former Cedar Rapids Chamber of Commerce, was instrumental in identifying business needs and providing feedback throughout the recovery process. The recommendation of the Small Business Task Force is that the remaining \$500,000 of CDG be made available to eligible businesses in the form of a low-interest loan through a revolving loan fund.

It is further recommended that the East Central Iowa Council of Governments (ECICOG) would administer the Cedar Rapids Business Assistance Revolving Loan Fund. This is based on their experience with an existing Revolving Loan Fund (RLF) which has resulted in 26 loans totaling over \$3 million with projects leveraging nearly \$30 million in investment, creation of 311 jobs and retention of 327 jobs.

The Administrative fee for ECICOG paid through 2% loan processing fee paid by the borrower. ECICOG would use an established loan review committee, composed of nine individuals from the finance, business assistance, and economic development fields. Loan requirements would

be as follows:

- Eligible businesses are currently located within the City of Cedar Rapids and were impacted by the 2008 flood or have moved into the 2008 flood inundation area.
- Loan amounts – minimum of \$10,000 and maximum of \$50,000
- Loan funds may be used for working capital, purchase of machinery and equipment, and/or purchase of real property.
- Loan terms shall not exceed 10 years and will be 4 percentage points below the current money center prime rate quoted in the Wall Street Journal, but not below 4 percent.

Action / Recommendation:

City staff recommends approval of the Resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable):

N/A

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☒ No ☐ N/A ☒

Explanation (if necessary):

Establishment of a Cedar Rapids Business Assistance Revolving Loan Fund was presented to the Flood Recovery Committee on August 22, 2013 and was unanimously recommended for approval.

Cedar Rapids Business Assistance Revolving Loan Fund (RLF) Administrative Standards & Guidelines

Standards for the RLF Portfolio

In order to achieve the economic objectives of the RLF and address the financial needs of the area, certain standards have been adopted. These standards, as feasible/possible, include the following:

1. The RLF will be administered in accordance with Generally Accepted Accounting Principals.
2. The RLF will be administered in accordance with prudent lending practices, defined as generally accepted underwriting and lending practices for public loan programs, based on sound judgment to protect municipal and lender interests.
3. ECICOG shall maintain adequate fidelity bond coverage for persons authorized to handle RLF funds through the operations of the program.
4. The ECICOG Business Assistance RLF Loan Review Committee will have the responsibility to review all loan applications and to approve or decline RLF financing.
5. A portfolio average of \$5,000 of RLF money for each job created/retained will be maintained as a goal. The maximum cost per job on a per loan basis will be \$10,000.
6. The RLF will maintain an overall funding ratio of two private dollars invested for each RLF dollar invested (2:1). This ratio will be determined by considering the entire RLF portfolio, allowing for deviation from the ratio on a project-by-project basis.
7. RLF funds shall be provided as gap financing, and not a substitute for private capital. A letter from a financial institution indicating the availability of limited or no commercial financing is required.

Financing Policies

1. No individual loan will be made for more than \$50,000.
2. Eligible applicants include businesses located within the corporate limits of Cedar Rapids, which are located in or are relocating to the **Flood 2008 Inundation Area**, and which previously received disaster assistance.

3. RLF funds may be used for working capital, purchase of machinery and equipment, and/or purchase of real property.
4. Loan terms may vary based on the intended purposes of the loan and at the discretion of the RLF Loan Review Committee, but in no event will exceed ten (10) years.
5. The minimum interest rate will be four percentage points (4%) below the current money center prime rate quoted in the *Wall Street Journal* or the maximum interest rate allowed under Iowa law, whichever is lower, but in no event may the interest rate be less than four percent (4%).
6. The RLF Loan Review Committee has the authority to negotiate special financing, such as approval of a temporary moratorium on principal payments because of temporary difficulty or extenuating circumstances, which a deserving funded project may be experiencing; the moratorium on principal payments shall not exceed one (1) year.
7. In the determination of collateral requirements, the RLF Loan Review Committee may consider the merits and potential economic benefits of each request. When appropriate and practical, RLF financing may be secured by liens or assignment of rights in assets of assisted firms as follows.
 - a. In order to encourage financial participation in a direct or fixed asset loan project by other lenders and investors, the lien position of the RLF may be subordinate and made inferior to lien or liens securing other loans made in connection with the project.
 - b. In projects involving direct working capital loans, the RLF will normally obtain collateral such as liens on inventories, receivables, fixed assets and/or other available assets or borrowers. Such liens may be subordinate only to existing liens of record and other loans involved in the project.
 - c. In projects involving guaranteed loans in the revolving phase, the lending institution ordinarily will be required to maintain a collateral position, to which the RLF is subordinate, in the assets of the borrower, such as by taking liens on inventories, receivables, fixed assets, and/or other available assets of borrowers.
 - d. In addition to the above types of security, the RLF may also require security in the form of assignment of patents and licenses, the acquisition of hazard and liability insurance with ECICOG named as a loss payee as

the RLF Loan Review Committee determines is necessary to support the RLF's exposure.

- e. RLF loan requests submitted by closely held corporations, partnerships, or proprietorships dependent for their continuing success on certain individuals will ordinarily be expected to provide and assign to the RLF life insurance on these key persons. Personal guarantees may also be required from principal owners, as appropriate.
8. The terms of existing loans may be modified or extended to enhance the capability of the RLF in achieving program objectives.
9. All proceeds from interest payments will be returned to the RLF for additional loans with the exception of that amount used for administrative purposes.

Restrictions on Use of RLF Funds

RLF funds shall not be used for any of the following:

1. To acquire an equity position in a private business
2. To subsidize interest payments on an existing loan
3. To enable borrowers to acquire an interest in a business (stock or assets) unless evidence is furnished in the loan documentation that doing so will save a business from imminent closure or will facilitate expansions with an increase in jobs
4. To provide funds to a borrower to invest in interest-bearing financial assets
5. To refinance existing debt, unless there is sound economic justification

Loan Servicing

ECICOG is responsible for the administration, monitoring, and servicing of the loan from loan disbursement through full payment. The loan payment schedule will be kept up to date with payments posted as to principal and interest.

ECICOG will be reimbursed for administration of the RLF program. The sources of funds for these reimbursements will be a single loan processing fee paid by the RLF borrower equal to two percent (2%) of the RLF loan upon approval. ECICOG reserves the right to renegotiate the fee structure at such time that it proves economically infeasible given the administrative demands of the program.

RESOLUTION NO.

RESOLUTION AUTHORIZING USE OF REMAINING \$500,000 IN
COMMUNITY DISASTER GRANT FUNDS ALLOCATED FOR
BUSINESS RECOVERY TO ESTABLISH A CEDAR RAPIDS
BUSINESS ASSISTANCE REVOLVING LOAN FUND

WHEREAS, on June 10, 2009, Cedar Rapids City Council approved Resolution No. 0566-06-09 for receipt of \$10,764,503.75 in Community Disaster Grant (CDG) funds which were authorized through State legislation to be distributed statewide by the Iowa Homeland Security and Emergency Management Division; and

WHEREAS, \$5,550,000 of the City's total grant was allocated for Business and Job Growth gaps to fund activities not eligible for the federally-funded Business Disaster Recovery grant; and

WHEREAS, over \$5,000,000 has been provided in grants to businesses with gaps that were not eligible for funding through the Business Disaster Assistance Programs; and

WHEREAS, the Small Business Task Force, a subcommittee of the former Cedar Rapids Chamber of Commerce, was instrumental in identifying business needs and providing feedback throughout the recovery process and recommends the remaining \$500,000 of CDG be made available to eligible businesses in the form of a low-interest loan through establishment of a revolving loan fund, consistent with the Revolving Loan Fund Standard and Guidelines, as attached hereto; and

WHEREAS, the Small Business Task Force further recommends that the Cedar Rapids Business Assistance Revolving Loan Fund administered by the East Central Iowa Council of Governments (ECICOG) which administers an existing RLF which has resulted in 26 loans totaling over \$3 million; and

WHEREAS, the administrative fee for ECICOG be paid through 2% loan processing fee paid by the borrower;

WHEREAS, the City Council has determined that a revolving loan fund would benefit businesses impacted by the 2008 flood event or businesses locating within the flood inundation area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, as follows:

1. The City Manager and Finance Director are authorized and directed use the remaining \$500,000 in Community Disaster Grant funds to establish a Cedar Rapids Business Assistance Revolving Loan Fund, per the Standards and Guidelines of the Program.
2. The City Manager and City Clerk are authorized and directed to execute the Services Agreement with the East Central Iowa Council of Governments for administration of the Cedar Rapids Business Assistance Revolving Loan Fund.

Passed this 17th day of December, 2013.

Cedar Rapids Business Assistance Revolving Loan Fund (RLF) Administrative Standards & Guidelines

Standards for the RLF Portfolio

In order to achieve the economic objectives of the RLF and address the financial needs of the area, certain standards have been adopted. These standards, as feasible/possible, include the following:

1. The RLF will be administered in accordance with Generally Accepted Accounting Principals.
2. The RLF will be administered in accordance with prudent lending practices, defined as generally accepted underwriting and lending practices for public loan programs, based on sound judgment to protect municipal and lender interests.
3. ECICOG shall maintain adequate fidelity bond coverage for persons authorized to handle RLF funds through the operations of the program.
4. The ECICOG Business Assistance RLF Loan Review Committee will have the responsibility to review all loan applications and to approve or decline RLF financing.
5. A portfolio average of \$5,000 of RLF money for each job created/retained will be maintained as a goal. The maximum cost per job on a per loan basis will be \$10,000.
6. The RLF will maintain an overall funding ratio of two private dollars invested for each RLF dollar invested (2:1). This ratio will be determined by considering the entire RLF portfolio, allowing for deviation from the ratio on a project-by-project basis.
7. RLF funds shall be provided as gap financing, and not a substitute for private capital. A letter from a financial institution indicating the availability of limited or no commercial financing is required.

Financing Policies

1. No individual loan will be made for more than \$50,000.
2. Eligible applicants include businesses located within the corporate limits of Cedar Rapids, which are located in or are relocating to the **Flood 2008 Inundation Area**, and which previously received disaster assistance.

3. RLF funds may be used for working capital, purchase of machinery and equipment, and/or purchase of real property.
4. Loan terms may vary based on the intended purposes of the loan and at the discretion of the RLF Loan Review Committee, but in no event will exceed ten (10) years.
5. The minimum interest rate will be four percentage points (4%) below the current money center prime rate quoted in the *Wall Street Journal* or the maximum interest rate allowed under Iowa law, whichever is lower, but in no event may the interest rate be less than four percent (4%).
6. The RLF Loan Review Committee has the authority to negotiate special financing, such as approval of a temporary moratorium on principal payments because of temporary difficulty or extenuating circumstances, which a deserving funded project may be experiencing; the moratorium on principal payments shall not exceed one (1) year.
7. In the determination of collateral requirements, the RLF Loan Review Committee may consider the merits and potential economic benefits of each request. When appropriate and practical, RLF financing may be secured by liens or assignment of rights in assets of assisted firms as follows.
 - a. In order to encourage financial participation in a direct or fixed asset loan project by other lenders and investors, the lien position of the RLF may be subordinate and made inferior to lien or liens securing other loans made in connection with the project.
 - b. In projects involving direct working capital loans, the RLF will normally obtain collateral such as liens on inventories, receivables, fixed assets and/or other available assets or borrowers. Such liens may be subordinate only to existing liens of record and other loans involved in the project.
 - c. In projects involving guaranteed loans in the revolving phase, the lending institution ordinarily will be required to maintain a collateral position, to which the RLF is subordinate, in the assets of the borrower, such as by taking liens on inventories, receivables, fixed assets, and/or other available assets of borrowers.
 - d. In addition to the above types of security, the RLF may also require security in the form of assignment of patents and licenses, the acquisition of hazard and liability insurance with ECICOG named as a loss payee as

the RLF Loan Review Committee determines is necessary to support the RLF's exposure.

- e. RLF loan requests submitted by closely held corporations, partnerships, or proprietorships dependent for their continuing success on certain individuals will ordinarily be expected to provide and assign to the RLF life insurance on these key persons. Personal guarantees may also be required from principal owners, as appropriate.
8. The terms of existing loans may be modified or extended to enhance the capability of the RLF in achieving program objectives.
9. All proceeds from interest payments will be returned to the RLF for additional loans with the exception of that amount used for administrative purposes.

Restrictions on Use of RLF Funds

RLF funds shall not be used for any of the following:

1. To acquire an equity position in a private business
2. To subsidize interest payments on an existing loan
3. To enable borrowers to acquire an interest in a business (stock or assets) unless evidence is furnished in the loan documentation that doing so will save a business from imminent closure or will facilitate expansions with an increase in jobs
4. To provide funds to a borrower to invest in interest-bearing financial assets
5. To refinance existing debt, unless there is sound economic justification

Loan Servicing

ECICOG is responsible for the administration, monitoring, and servicing of the loan from loan disbursement through full payment. The loan payment schedule will be kept up to date with payments posted as to principal and interest.

ECICOG will be reimbursed for administration of the RLF program. The sources of funds for these reimbursements will be a single loan processing fee paid by the RLF borrower equal to two percent (2%) of the RLF loan upon approval. ECICOG reserves the right to renegotiate the fee structure at such time that it proves economically infeasible given the administrative demands of the program.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Caleb Mason

Phone Number/Ext: (319) 286-5188

Email: c.mason@cedar-rapids.org

Alternate Contact Person: Greg Buelow

Phone Number/Ext: (319) 286-5163

Email: g.buelow@cedar-rapids.org

Description of Agenda Item: ☐ **Consent** ☐ **Public Hearing** ☒ **Regular Agenda**

Resolution authorizing execution of a Quit Claim Deed with Coe College for City-owned property at 1424 B Avenue NE (former Fire Station No. 3) (**FLOOD**). CIP/DID #803605

Background:

The Resolution authorizes the execution of a Quit Claim Deed with Coe College to facilitate the transfer of title of the property. The Fire Department vacated the property with the completion of the new Central Fire Station. The closing is expected to be scheduled in early January. Officials at Coe College have indicated that planning and design for the renovation and conversion to student housing will begin early next year to prepare for student housing beginning in the fall of 2014.

On August 13, 2013 the City Council authorized a Development Agreement with Coe College for the redevelopment of 1424 B Avenue NE (former Fire Station No. 3). The Fire Station No. 3 is no longer needed as a result of the construction of the Central Fire Station on 1st Avenue SE. An overview of the terms of the Development Agreement is provided below:

1. Coe will purchase the property for \$290,000, \$10,000 more than the appraised value, plus closing costs.
2. The closing transaction will occur prior to April 1, 2014. The City will use and maintain the property until the closing.
3. City will remove all removal signage designating the property a City Fire Station.
4. Coe will use the facility to house approximately 12 students in the near term and based upon enrollment growth will convert the parking bays to add housing capacity for approximately six (6) additional students.
5. At such time as there are substantial improvements contemplated by Coe the City and Coe will directly discuss the design to ensure the improvements retain the historic integrity of the building.
6. Coe has no plans to demolish the property in the near future, however, if at any time in the future Coe's facility plan contemplates razing the structure, the City and Coe will engage in direct discussion of various alternatives to demolition or mitigation activities including, but not limited to:
 - a. Soliciting proposals to relocate the structure;
 - b. Salvaging of building materials;

- c. Historic structure report documenting the structure;

On February 12, 2013 the City Council passed Resolution No. 0272-02-13 authorizing the City Manager to pursue a Development Agreement with Coe College based upon their proposal, which was the only redevelopment proposal submitted on the property. Their proposal was reviewed by an evaluation team comprised of City staff and representatives of the Mound View Neighborhood Association, Uptown District, and Save CR Heritage.

On October 24, 2012, the Development Committee voted unanimously to recommend the disposition of City-owned Fire Station at 1424 B Avenue NE through a competitive proposal process. Based on the construction of the new Central Fire Station, the existing Fire Station at 1424 B Avenue NE is no longer necessary.

Action / Recommendation:

City staff recommends approval of the Resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☒ No ☐ N/A ☐

Explanation (if necessary):

On October 24, 2012, Development Committee recommended disposition of City-owned property at 1424 B Avenue NE through a competitive proposal process.

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF A QUIT CLAIM DEED WITH
COE COLLEGE FOR CITY-OWNED PROPERTY AT 1424 B AVENUE NE

WHEREAS, the City owns the property at 1424 B Avenue NE (the "Property") which was constructed in 1925 and has served as a Fire Station and is commonly referred to as Fire Station No. 3; and

WHEREAS, the City is now constructing a new Central Fire Station which will serve to replace the Fire Station No. 3 facility making that facility no longer necessary for the City's operations; and

WHEREAS, on October 24, 2012 the City Council's Development Committee recommended proposals be sought for redevelopment of the Property; and

WHEREAS, on November 13, 2012 City Council made a motion to conduct a public hearing, a notice was published on November 17, 2012, and the public hearing was held on November 27, 2012 on the possible disposition of the Property; and

WHEREAS, an informational meeting was held on December 7, 2012 for all interested proposers to discuss proposal criteria; and

WHEREAS, the City received one (1) proposal to purchase and redevelop the Property from Coe College; and

WHEREAS, on February 12, 2013 the City Council passed Resolution No. 0272-02-13 which directed the City Manager to negotiate a Development Agreement with Coe College based upon their proposal for redevelopment; and

WHEREAS, on August 13, 2013 the City Council passed Resolution No. 1342-08-13 authorizing execution of a Development Agreement with Coe College for the purchase and redevelopment of the Property; and

WHEREAS, Coe College is now ready to receive title to the Property in accordance with the terms and conditions of the Development Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk, or their designees, are hereby authorized and directed to execute a Quit Claim Deed with Coe College effectuating the conveyance of City owned property 1424 B Avenue NE and that the Resolution and Quit Claim Deed be recorded in the Office of the Linn County Recorder and thereafter filed with the City of Cedar Rapids Finance Director.

Passed this 17th day of December, 2013.



35ww

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Caleb Mason

Phone Number/Ext: 319 286-5188

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution authorizing execution of a Special Warranty Deed with KHB Redevelopment Group, LLC d/b/a Gatto, LLC for City-owned property at 100 and 102 3rd Avenue SW located in the 3rd Avenue SW Commercial Historic District (**FLOOD**). CIP/DID #803706

Background:

The action authorizes execution of a Special Warranty Deed to transfer City property to KHB Redevelopment Group, LLC. The Developer has satisfied requirements outlined in the Developer Agreement to receive title to the property and begin redevelopment work including receipt of Amended Deed Restrictions and review by the State Historic Preservation Office (SHPO) that the proposed improvements will not adversely impact the historic character of the building.

On August 27, 2013 the City Council passed Resolution No. 1413-08-13 authorizing a Development Agreement with KHB Redevelopment Group, LLC. The following are highlights of the terms of the Agreement:

- The Improvements will be made in accordance with the Secretary of Interior's Standards for the treatment of historic properties;
- The Developer will purchase the property for \$22,000 based on a property appraisal. The funds are to be returned to the Federal government as a result of the funding source used to acquire the property.
- The Developer will provide a Demolition Deposit of \$48,500 which will be escrowed based upon the cost to abate and demolish the property. The funds are returned to the Developer upon completing the vacant shell improvements.
- The Developer will provide a Minimum Investment of \$400,000.
- The Developer will provide flood proofing measures to the property which meet the City's codes and are approved by the Iowa Economic Development Authority (IEDA) prior to transferring title.
- The Developer is required to carry flood risk insurance on the building.
- The Developer will establish Restrictive Covenants that will run with title to the property which limit uses of the property. Some of the prohibited uses include:
 - Liquor or tobacco stores;

- Adult entertainment;
- Tattoo shop;
- Payday lending institutions or pawn shops;
- Dry cleaning or Laundromat facility;
- Gas station or equipment storage;
- The Developer will begin construction work within 30 days of closing and complete the improvements within 180 days.

The City acquired the property through the Voluntary Property Acquisition Program. As a result, many of the terms in the Development Agreement pertain to meeting the requirements of IEDA to sell the property for redevelopment.

On April 9, 2013 the City Council adopted Resolution No. 0577-04-13 authorizing staff to negotiate a Development Agreement with KHB Redevelopment Group, LLC. The City received two (2) proposals for redevelopment of this property after a 60-day solicitation of competitive proposals. An evaluation team of stakeholders including representatives of: City staff, Save CR Heritage, private development firm, Westside Redevelopment Group, Downtown District, and Taylor Area Neighborhood Association reviewed and recommended the proposal submitted by KHB.

Action / Recommendation:

City staff recommends approval of the Resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable): N/A – Federal Funds

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☐

Explanation (if necessary):

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF A SPECIAL WARRANTY DEED
WITH KHB REDEVELOPMENT GROUP, LLC D/B/A GATTO, LLC FOR CITY -
OWNED PROPERTY AT 100 AND 102 3RD AVENUE SW LOCATED IN THE
3RD AVENUE SW COMMERCIAL HISTORIC DISTRICT

WHEREAS, the City acquired property at 100 and 102 3rd Avenue SW through the Voluntary Property Acquisition Program, and;

WHEREAS, on October 24, 2012 the City Council's Development Committee recommended that proposals be solicited for the redevelopment of 100 and 102 3rd Avenue SW; and

WHEREAS, on November 13, 2012 City Council passed a motion to conduct a public hearing, and a notice was published on November 17, 2012, and a public hearing was held on November 27, 2012 on the possible disposition and redevelopment of 100 and 102 3rd Avenue SW; and

WHEREAS, on April 23, 2013 the City Council passed a motion to conduct a public hearing, and a notice was published on April 30, 2013, and a public hearing was held on November 27, 2012 on the possible disposition and redevelopment of 102 3rd Avenue SW; and

WHEREAS, the City received two (2) proposals for the redevelopment of 102 3rd Avenue SW and one (1) proposal to redevelopment 100 3rd Avenue SW;

WHEREAS, an evaluation team comprised of City staff and representatives of: Taylor Area Neighborhood Association, Westside Redevelopment Group, Downtown District, a private development firm, and Save CR Heritage, reviewed the proposals and recommended the proposals submitted by KHB Redevelopment Group, LLC; and

WHEREAS, the City Council adopted Resolution Nos. 0577-04-13 and 1057-06-13 authorizing the negotiation of a Development Agreement with KHB Redevelopment Group, LLC for disposition and redevelopment of 100 and 102 3rd Avenue SW; and

WHEREAS, on August 27, 2013 the City Council adopted Resolution No. 1413-08-13 authorizing execution of a Development Agreement with KHB Redevelopment Group, LLC; and

WHEREAS, KHB Redevelopment Group, LLC has performed its obligations in the Development Agreement sufficient to receive title to the property which will be received in its real estate holding company Gatto, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk, or their designees, are hereby authorized and directed to execute a Special Warranty Deed with Gatto, LLC effectuating the conveyance of City owned property 100 and 102 3rd Avenue SW and that the Resolution and Special Warranty Deed be recorded in the Office of the Linn County Recorder and thereafter filed with the City of Cedar Rapids Finance Director.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Gary Kranse

Phone Number/Ext: 319 286-5045

Email: g.kranse@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution authorizing execution of a Development Agreement with William Olinger for redevelopment of the A.T. Averill House property at 1110 and 1120 2nd Street SE. CIP/DID #825572

Background:

On March 12, 2013, the City Council authorized negotiation of a Development Agreement with William Olinger for redevelopment of the A.T. Averill House property at 1110 and 1120 2nd Street SE. The project was presented to the Development Committee on February 27, 2013 and unanimously recommended for approval.

In an effort to be proactive with stakeholder groups, the developer also presented the project to the Historic Preservation Commission on January 31, 2013 for feedback. The Historic Preservation Commission approved of the proposal and remarked that it had great potential in demonstrating the benefits of reusing historic buildings.

On December 28, 2012, City staff received a request from William Olinger, requesting City financial participation to facilitate the historic renovation of the Carriage House which is part of the A.T. Averill House property. In addition to the renovation of the Carriage House, the proposal includes the construction of new buildings in character with the existing and creation of a courtyard for outdoor events. This overall redevelopment of the one block property will provide for office, restaurant, and entertainment uses.

The total construction cost is estimated at \$1,375,000. Of this total, \$825,000 is related to the design elements required to maintain the historic designation of the property. To off-set this additional cost, Mr. Olinger is seeking \$171,000 in Historic Tax Credits and requesting a partial property tax reimbursement from the City of approximately \$80,000.

The project characteristics of the A.T. Averill House property renovation project, as detailed below, combine to establish the public purpose and overall benefit to the community:

- Reinvestment and restoration of a property on the National Register is critical for the City

to retain the historic character of the area, but involves an increased cost of renovation, especially with the proposed new construction.

- Mixed-use infill development is consistent with City Council goals of creating a vibrant community and cost-effective provision of existing infrastructure and City services.
- Investment in the newly established MedQ is significant, as the mix of office, restaurant, and entertainment space enhances the amenities available and encourages additional investment.

The City participation request is a six-year reimbursement of the increased property tax generated by the improvements, as follows:

1. Years 1 through 4 - 100% reimbursement
2. Years 5 and 6 – 75% reimbursement

Based on projected valuations, the six year property tax reimbursement would total \$80,000. This represents approximately 10% of the cost of the historic design elements for the project. The proposed tax reimbursement requires an amendment to the Consolidated Central Urban Renewal Area Plan to specify the proposed project.

Action / Recommendation:

City staff recommends approval of the Resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 Minutes

Budget Information (if applicable): N/A

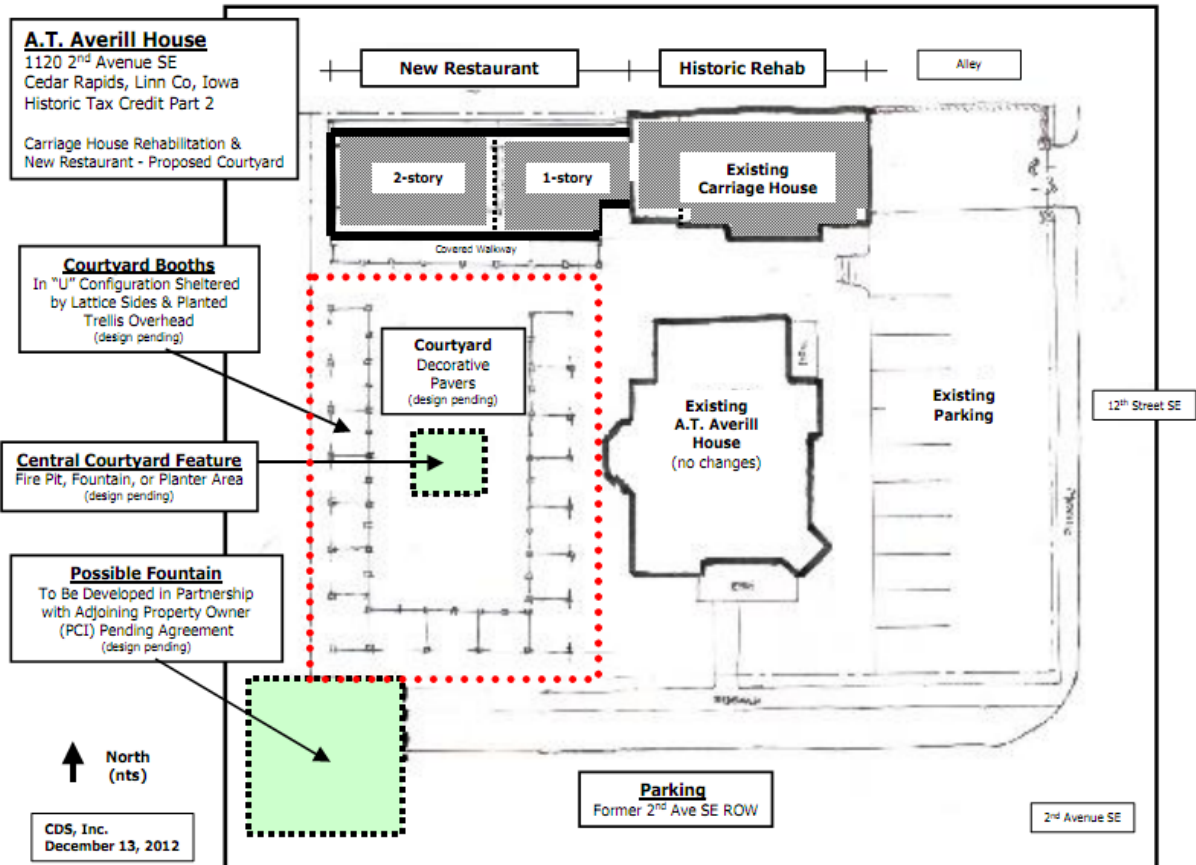
Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☒ No ☐ N/A ☐

Explanation (if necessary):

Recommended by Council Development Committee on February 27, 2013.



A.T. Averill House

Carriage House rehabilitation and new construction addition for new restaurant & courtyard

North Elevation

Douglas Steinmetz, AIA

Resolution No.

RESOLUTION AUTHORIZING EXECUTION OF A
DEVELOPMENT AGREEMENT WITH WILLIAM OLINGER FOR
REDEVELOPMENT OF THE A T AVERILL HOUSE PROPERTY
AT 1110 AND 1120 2ND STREET SE

WHEREAS, on March 12, 2013, the City Council adopted Resolution No. 0369-03-13 which authorized negotiation of a Development Agreement with William Olinger for redevelopment of the A.T. Averill House property at 1110 and 1120 2nd Street SE; and

WHEREAS, on February 27, 2013, the Community Development Committee reviewed the proposal and recommended moving forward with City Council consideration; and

WHEREAS, the project includes the following activities:

- Renovation of the Carriage House which is part of the A.T. Averill House property, including construction of new buildings in character with the existing structures
- Creation of a courtyard for outdoor events
- Overall redevelopment of the one block property will provide for mix of uses, including office, restaurant, and entertainment uses
- Redevelopment in compliance with Secretary of Interior standards, in order to qualify for Historic Tax Credits; and

WHEREAS, the estimated construction cost is \$1,375,000 with \$825,000 related to the design elements required to maintain the historic designation of the property; and

WHEREAS, the Developer is seeking \$171,000 in Historic Tax Credits and requesting a partial property tax reimbursement from the City of approximately \$80,000, or approximately 10% of the historic renovation costs; and

WHEREAS, the City participation includes a six-year reimbursement of the increased property tax generated by the improvements, as follows:

- Years 1 through 4 - 100% reimbursement
- Years 5 and 6 – 75% reimbursement

WHEREAS, the City Council supports such activities which promote and facilitate the economic development objectives of the City and the redevelopment of the A.T. Averill House property provides a public purpose and overall benefit to the community, as follows:

- Reinvestment and restoration of a property on the National Register is critical for the City to retain the historic character of the area, but involves an increased cost of renovation, especially with the proposed new construction.

- Mixed-use infill development is consistent with City Council goals of creating a vibrant community and cost-effective provision of existing infrastructure and City services.
- Investment in the newly established MedQ is significant, as the mix of office, restaurant, and entertainment space enhances the amenities available and encourages additional investment;

NOW, THEREFORE, BE IT RESOLVED that the City Manager, or designee, is hereby authorized to execute a Development Agreement and associated documents with William Olinger for redevelopment of the A.T. Averill House property at 1110 and 1120 2nd Street SE.

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Paula Mitchell

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Alternate Contact Person: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution adopting the boundaries of the Bohemian Viable Business District Expansion. **(FLOOD)**. CIP/DID #803615

Background:

The City of Cedar Rapids has acquired property in the 100-year flood plain using Community Development Block Grant (CDBG) funding through a contract with the Iowa Economic Development Authority (IEDA). Currently, parcels in the 100-year flood plain carry a mandatory deed restriction which prevents redevelopment of those parcels. The City has worked with IEDA to balance the interest to minimize reinvestment in high risk areas with the need to strategically reinvest in targeted areas that are predominately commercial in character and that support adjacent residential areas.

Working with IEDA, the City now has two mechanisms for redevelopment of such areas:

1. Redevelopment of structures which are eligible for the National Register of Historic Places, or of parcels which are located in an eligible historic district.
2. Redevelopment within targeted areas that are approved as "Viable Business Districts" meeting specific criteria established by IEDA.

Most of the New Bohemia area is already included in the Bohemian Commercial Historic District, which allows for redevelopment. However, there are some outlying properties that are not within the historic district but are within the 100-year floodplain and were purchased by the City with CDBG funds. Staff has submitted a request to IEDA to establish this expanded Bohemian Commercial District Expanded Area as a Viable Business District. The boundary was determined by reviewing areas in which the City owned land in the 100-year flood plain, in close proximity to the already established historic district. In order to approve this request, IEDA requires a resolution of the City Council adopting the boundaries of the area. Once the final resolution is submitted and approved, City-owned parcels in the area will be eligible for redevelopment through an amended deed restriction, following a prescribed process that includes the City's standard disposition process, repayment of the fair market value, and flood proofing measures by the developer.

This is similar to the action recently taken in June 2013 to create a Kingston Viable Business District, in September 2013 to create First Street Corridor Viable Business District, and in November 2013 to create an Ellis Boulevard Viable Business District.

Action / Recommendation:

City staff recommends approval of the resolution.

Alternative Recommendation:

City Council may table the resolution and request additional information.

Time Sensitivity:

Redevelopment on parcels acquired with CDBG cannot occur in the area except cases of historic properties or districts, until a resolution is submitted to IEDA.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation: No goods or services are being purchased.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

Bohemian Viable Business District Expansion



Legend



Bohemian Commercial Historic District



Bohemian Viable Business District Expansion

City of Cedar Rapids
101 First Street SE
Cedar Rapids, IA 52401
www.CityCR.com

RESOLUTION NO.

RESOLUTION ADOPTING THE BOUNDARIES OF THE BOHEMIAN
VIALE BUSINESS DISTRICT EXPANSION

WHEREAS, the Bohemian Viable Business District Expansion includes parcels outside the previously adopted Bohemian Commercial Historic District which were impacted by the 2008 flood, which were acquired with funding through the Community Development Block Grant (CDBG) program, and which lie within the 100 year flood plain; and

WHEREAS, the Bohemian Viable Business District Expansion area, though not an eligible Historic District, is nonetheless deemed a critical area for targeted reinvestment based on its location in the core of the community and its unique cultural assets; and

WHEREAS, City Council has adopted the boundaries of the Bohemian Commercial Historic District, based on National Register criteria, to allow for targeted redevelopment of that area; and

WHEREAS, a Czech-Bohemia Overlay District has been adopted by the City Council in order to further the goals of creating and sustaining a vibrant neighborhood; and

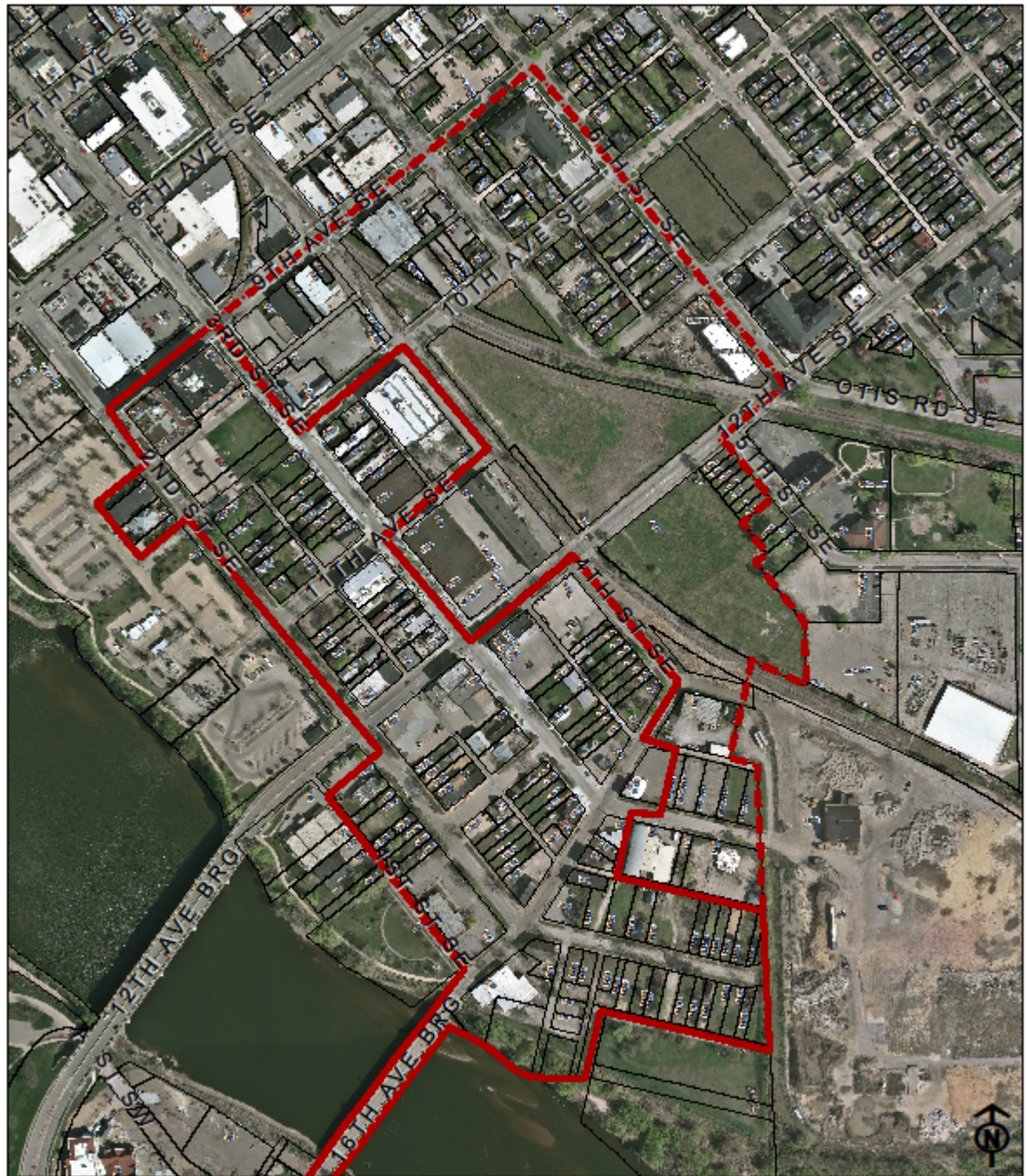
WHEREAS, the Bohemian Viable Business District Expansion has been determined by the City Council to meet the criteria for recognition as a Viable Business District as defined by the Iowa Economic Development Authority; and

WHEREAS, the City Council deems it to be in the public interest to recognize the boundaries of the Bohemian Viable Business District Expansion for purposes of preservation and redevelopment outside the defined historic district, to the extent practicable;



NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that the City of Cedar Rapids recognizes the boundary of the Bohemian Viable Business District Expansion as shown on the attached map.

Passed this 17th day of December, 2013.

Bohemian Viable Business District Expansion



Legend

-  Bohemian Commercial Historic District
-  Bohemian Viable Business District Expansion

City of Cedar Rapids
101 First Street SE
Cedar Rapids, IA 52401
www.CityCR.com

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

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Alternate Contact Person: Gary Kranse

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Email: g.kranse@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution authorizing payment of an Economic Development Grant to PBI-GRR, LLC in the amount of \$72,845 for housing redevelopment at 905 3rd Street SE. CIP/DID #337096

Background:

The Agreement for Private Redevelopment, dated April 18, 2008 with PBI-GRR, LLC, provides for the repayment of tax increment revenues in the form of Semi-Annual Economic Development Grant payments. The grant payments reflect only the property tax increment collected by the City as a result of the Bottleworks renovation project.

There are two specific purposes for which the grant payments may be applied:

1. **Buyer Assistance Program**

The initial purpose of the grants is to reimburse the Developer the actual cost incurred for providing a Buyer Assistance Program. The assistance is offered to prospective purchasers, as an incentive to locate in the downtown area. The total maximum reimbursement for the Buyer Assistance Program is \$700,000.

2. **Park Improvements**

Once the Buyer Assistance Program is completed, tax increment revenues will be available to reimburse the Developer one-half of the total cost of park improvements on the adjacent property, up to a maximum of \$100,000.

In addition to the Semi-Annual Economic Development Grant payments, the Agreement allows tax increment revenues generated by the redevelopment of the Bottleworks building to off-set the property assessment associated with the 3rd Street Streetscape Improvements.

The Agreement for Private Redevelopment was authorized by the City Council on April 9, 2008, prior to the City Council's Economic Development Policy adopted in May 2008. However, this project supports the objectives of the current policy. Specifically, the reinvestment in the Bottleworks building boosts the property tax base, creates a long-term commitment, provides housing options in the downtown area, and avoids the potential negative impact of a vacant building.

Action / Recommendation:

City staff recommends approval of Resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity:

Semi-annual grant due for payment, per the Agreement for Private Redevelopment.

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable):

The Semi-Annual Economic Development Grant payment is generated through the increased property valuation of the redevelopment project. The payment is budgeted and paid solely from the OSADA Tax Increment Financing Fund Account.

Local Preference Policy Applies ☐ Exempt ☒

Explanation: No purchase of product or service.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

RESOLUTION AUTHORIZING PAYMENT
OF AN ECONOMIC DEVELOPMENT GRANT TO PBI-GRR, LLC FOR
HOUSING REDEVELOPMENT AT 905 3RD STREET SE

WHEREAS, the City of Cedar Rapids and PBI-GRR, LLC have entered into *Agreement for Private Redevelopment* (the "Agreement") dated April 18, 2008 which set forth redevelopment and housing requirements of PBI-GRR, LLC and further provided for City payment of semi-annual Economic Development Grants based on the redevelopment of housing; and

WHEREAS, the redevelopment improvements specified in the Agreement are entirely within the OSADA Urban Renewal Area as established by the City Council through Resolution No. 1660-08-96 on August 14, 1996; and

WHEREAS, upon submission of proper renovation and housing certification, PBI-GRR, LLC is qualified to receive the full semi-annual Economic Development Grant as provided under Section 8.1 (Housing Redevelopment Grants) of the Agreement for this reporting period that totals \$72,845;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Rapids, Iowa as follows:

1. That the City Auditor and City Treasurer are hereby authorized to make an Economic Development Grant payment to PBI-GRR, LLC in the amount of \$72,845 to be paid from the OSADA Tax Increment Financing fund (Acct. #7517-751700-751700).

Passed this 17th day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Casey Drew

Phone Number/Ext: 319 286-5097

Email: c.drew@cedar-rapids.org

Description of Agenda Item: ☒ **Consent** ☐ **Public Hearing** ☐ **Regular Agenda**

Resolution authorizing execution of Second Amendment to \$650,000 Promissory Note and \$101,044 Promissory Note with SA Investment LLC and Sherman Associates, Inc. respectively for renovation of the Roosevelt Building. CIP/DID #346228

Background:

The second amendment for both promissory notes clarifies the repayment date to the earlier of within five (5) days of receipt of the capital contribution (as defined in the maker's amended and restated agreement of limited partnership of SA Roosevelt Limited Partnership and Sherman Associates, Inc. described in section 7.2(d) of the Partnership Agreement and July 31, 2014.

The original agreement based the two promissory note repayments on the capital contribution being received, but due to the 2008 flood the required occupancy's required for the capital contribution payment to be made has been delayed. Now those occupancy requirements have been reached and the payment of the capital contribution is expected in the first half of 2014. The City added the July 31, 2014 repayment date to require both parties to revisit the repayment of both promissory loans if the capital contribution has not been received.

Action / Recommendation:

City staff recommends approval of the resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

RESOLUTION NO.

RESOLUTION APPROVING SECOND AMENDMENT TO \$650,000
PROMISSORY NOTE AND \$101,044 PROMISSORY NOTE WITH SA
INVESTMENT LLC AND SHERMAN ASSOCIATES, INC. RESPECTIVELY FOR
RENOVATION OF THE ROOSEVELT BUILDING

WHEREAS, on July 8, 2009 said City Council approved City participation for SA Investment, LLC (the "Developer") related to renovation of the historic Roosevelt Building located at 200 First Avenue NE that will create and maintain 96 mixed-income rental units within the downtown; and

WHEREAS, on September 30, 2009 City executed one (1) promissory note in the amount of \$101,044 and on October 2, 2009 City executed one (1) promissory note in the amount of \$650,000; and

WHEREAS, repayment of both promissory notes was to be January 31, 2012, however occupancy rates were impacted by the 2008 flood, resulting in delay of the capital contributions for this project;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CEDAR RAPIDS, IOWA, approving a second amendment to define the repayment date of both promissory notes to the earlier of within five (5) days of receipt of the Capital Contribution (as defined in the Amended and Restated Agreement of Limited Partnership of SA Roosevelt Limited Partnership described in Section 7.2(d) of the Partnership Agreement) and July 1, 2014.

Passed this 17th day of December, 2013

Council Agenda Item Cover Sheet

Council Meeting Date: 12-17-13

Submitting Department: Finance – Purchasing Services

Presenter at meeting: Consent Agenda

Phone Number/Ext:

Email:

Alternate Contact Person: Judy Lehman

Phone Number/Ext: x5022

Email: j.lehman@cedar-rapids.org

Description of Agenda Item:

Rental Agreement with Koch Brothers for the rental of one Lanier digital copier for the Parks/Recreation/Golf departments. CIP/DID #1113-097

Background:

The proposed digital copier is a replacement for existing copiers and printers that have reached the end of their useful life.

	City Department	Make/Model	Price per Page Black & White	Price per Page Color
1	Parks/Recreation/Golf Department	Lanier MPC3003	.02802	.069

This rental agreement will be for a period of 60 months. The price per page is based upon the size of the machine and the anticipated volume. The price per page includes all service, parts, labor and toner.

The City has standardized to Lanier copiers. Koch Brothers extends the pricing to all political subdivisions, including the City, from the University of Iowa contract number 14428.

Per Iowa law, a notice was published of the proposed action and the time and place of the meeting which the council proposes to take action (December 17, 2013). At that meeting, council shall receive any oral or written objections to the action.

Action / Recommendation:

Recommend that the City Council approve the Resolution for the rental of one Lanier digital copier as described above and that the City Manager and the City Clerk are authorized to execute a Rental Agreement with Koch Brothers.

Alternative Recommendation:

none

Time Sensitivity: Not time sensitive

Resolution Date: 12-17-13

Estimated Presentation Time: 0 minutes

Budget Information (if applicable): Departments' operating budgets

Local Preference Policy Applies ☐ Exempt ☒

Explanation: Piggyback on to the University of IA contract #14428. Koch Brothers is a certified local business.

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):

RESOLUTION NO.

WHEREAS, during its December 17, 2013 meeting, the Cedar Rapids City Council considered a proposal to enter into a term "cost per copy" agreement with Koch Brothers, 228 Northland Court NE, Cedar Rapids, Iowa 52402; and

WHEREAS, notice that the Cedar Rapids City Council would be considering this proposal had been published in the Cedar Rapids Gazette on December 7, 2013; and

WHEREAS, during this meeting, the Cedar Rapids City Council gave opportunity for interested parties to present information both for and against this proposal and otherwise received information concerning aspects of this proposed transaction; and

WHEREAS, information received by the Cedar Rapids City Council indicates that the term of the proposed rental agreement is shorter than the expected economic life of the property subject of the proposal; and

WHEREAS, the City of Cedar Rapids, Iowa desires to rent the copier listed below from Koch Brothers for a period of 60 months at a flat cost per page rate.

	City Department	Make/Model	Price per Page Black & White	Price per Page Color
1	Parks/Recreation/Golf Department	Lanier MPC3003	.02802	.069

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA that based upon the facts as cited herein above, that the City Manager and the City Clerk are authorized to execute the agreement with Koch Brothers.

Passed this 17th day of December 2013.



Council Agenda Item Cover Sheet

Submitting Department: Public Works Department

Presenter at meeting: Dave Wallace, P.E.
E-mail Address: d.wallace@cedar-rapids.org

Phone Number/Extension: 5814

Alternate Contact Person: Scott Sovers
E-mail Address: s.rovers@cedar-rapids.org

Phone Number/Extension: 5547

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda **Yes Map**

Report on bids and resolution awarding and approving contract in the amount of \$73,290.63 plus incentive up to \$6,000, bond and insurance of Iowa State Contractors, Inc. for the 8th Street NW at Ellis Lane NW Flood Protection Improvements project (estimated cost is \$86,000). CIP/DID #304285-01

Background:

Ricklefs Excavating, Ltd., Anamosa, IA	\$77,801.50
Iowa State Contractors, Inc., Ottumwa, IA	*\$77,890.13
Dave Schmitt Construction, Cedar Rapids, IA	*\$78,942.95
Zinser Grading & Excavating, LLC, Walford, IA	\$79,727.95
Pirc-Tobin Construction, Inc., Alburnett, IA	*\$79,797.79
Eastern Iowa Excavating & Concrete, LLC, Cascade, IA	\$85,990.60
Peterson Contractors, Inc., Reinbeck, IA	\$89,786.90
All American Concrete, Inc., West Liberty, IA	\$90,467.80
Rathje Construction Co., Marion, IA	\$91,677.75
Connolly Construction, Inc., Peosta, IA	\$91,728.45
Borst Brothers Construction, Inc., Marion, IA	\$95,426.40

*Multiplication/Addition error found in bid

Iowa State Contractors, Inc. submitted the lowest of the bids received on October 23, 2013 for the 8th Street NW at Ellis Lane NW Flood Protection Improvements project. The bid is within the approved budget. Construction work is anticipated to begin this winter and be completed within 173 calendar days.

The Instructions to Bidders (Section 200 14.01) and contract documents require contractor bids based on unit price. Accordingly, the bid of Iowa State Contractors, Inc. was corrected to be \$73,290.63, based on the unit prices submitted and the correct bid quantity totals.

Iowa State Contractors, Inc., Ottumwa, IA	\$73,290.63
Possible Incentive	<u>\$6,000.00</u>
Total Award	\$79,260.63

Action / Recommendation:

The Public Works Department recommends approval of the Resolution to award and approve contract in the amount of \$73,290.63 plus incentive up to \$6,000, bond and insurance of Iowa State Contractors, Inc. for the 8th Street NW at Ellis Lane NW Flood Protection Improvements project.

Alternative to the Recommendation:

If Council chooses not to award the contract for said project, the project could not go forward as proposed unless the bidding process is repeated.

Time Sensitivity: Normal. Chapter 26.10 of the Code of Iowa requires the Bid security to be returned within 30 days after the bid opening. Deferral of the contract award after November 5, 2013 may require re-bidding and affect the construction schedule for the improvements.

Resolution Date: November 5, 2013

Budget Information (if applicable): CIP 304285: \$150,000 (Local Option Sales Tax - LOST)

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: Does not apply to public improvement projects.

Recommended by Council Committee: Yes ☒ No ☐ N/A ☐

Explanation (if necessary): Infrastructure committee on September 16, 2013 and Flood Committee on September 19, 2013.



October 23, 2013

City Council
City of Cedar Rapids

RE: Report on bids as read for the 8th Street NW at Ellis Lane NW Flood Protection Improvements, Contract Number 304285-01

Dear City Council:

Bids were received on October 23, 2013 for the 8th Street NW at Ellis Lane NW Flood Protection Improvements project as follows:

Ricklefs Excavating, Ltd., Anamosa, IA	\$77,801.50
Iowa State Contractors, Inc., Ottumwa, IA	\$77,890.13
Dave Schmitt Construction, Cedar Rapids, IA	\$78,942.95
Zinser Grading & Excavating, LLC, Walford, IA	\$79,727.95
Pirc-Tobin Construction, Inc., Alburnett, IA	\$79,797.79
Eastern Iowa Excavating & Concrete, LLC, Cascade, IA	\$85,990.60
Peterson Contractors, Inc., Reinbeck, IA	\$89,786.90
All American Concrete, Inc., West Liberty, IA	\$90,467.80
Rathje Construction Co., Marion, IA	\$91,677.75
Connolly Construction, Inc., Peosta, IA	\$91,728.45
Borst Brothers Construction, Inc., Marion, IA	\$95,426.40

The engineers cost opinion for this work is \$86,000. It is recommended the bids be reviewed by City staff and an action to award or not be presented separately for Council consideration.

Sincerely,

THE CITY OF CEDAR RAPIDS PUBLIC WORKS DEPARTMENT

A handwritten signature in cursive script, likely belonging to Scott Sovers.

Scott Sovers, P.E.
Project Engineer I

SKS/cap

cc: David J. Elgin, P.E., L.S., Public Works Director/City Engineer
Robert A. Davis, P.E., Engineering Manager

Public Works Department
1201 Sixth Street S.W. • Cedar Rapids, Iowa 52404-5836 • (319) 286-5802 • FAX (319) 286-5801

RESOLUTION NO.

ACCEPTING PROPOSAL, AWARDING CONTRACT, APPROVING CONTRACT

WHEREAS, on November 19, 2013 the City Council adopted a motion that directed the City Clerk to give notice to bidders and publish notice of a public hearing on the plans, specifications, form of contract and cost estimate for the Q Avenue NW at Ellis Boulevard NW Flood Protection Improvements public improvement project (Contract No. 304285-02) for the City of Cedar Rapids, Iowa, and

WHEREAS, said notice was published in the Cedar Rapids Gazette on November 23, 2013 pursuant to which a public hearing was held on December 3, 2013, and

WHEREAS, the following bids were received, opened and announced on December 4, 2013 by the City Engineer, or designee, and said officer has now reported the results of the bidding and made recommendations thereon to the City Council at its next meeting on December 17, 2013:

Pirc-Tobin Construction, Inc., Alburnett, IA	\$81,384.40
Incentive up to	<u>\$ 5,000.00</u>
Total	\$86,384.40
Eastern Iowa Excavating & Concrete, LLC, Cascade, IA	\$82,010.70
Rathje Construction Co., Marion, IA	\$82,799.00
Ricklefs Excavating, Ltd., Anamosa, IA	\$88,555.50
Vieth Construction Corp., Cedar Falls, IA	\$90,815.00
Dave Schmitt Construction Co., Inc., Cedar Rapids, IA	\$105,333.90
Connolly Construction, Inc., Peosta, IA	\$166,346.29

AND WHEREAS, the general ledger coding for this public improvement project shall be as follows: \$86,384.40 304-304000-304285; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA as follows:

1. The previous delegation to the City Engineer, or his designee, to receive, open and publicly announce the bids, and report the results thereof to the City Council at its next meeting is hereby ratified and approved;

2. Pirc-Tobin Construction, Inc. is the lowest responsive, responsible bidder on said work and the City Engineer, or his designee, has recommended that the City accept its bid and award the contract to it;

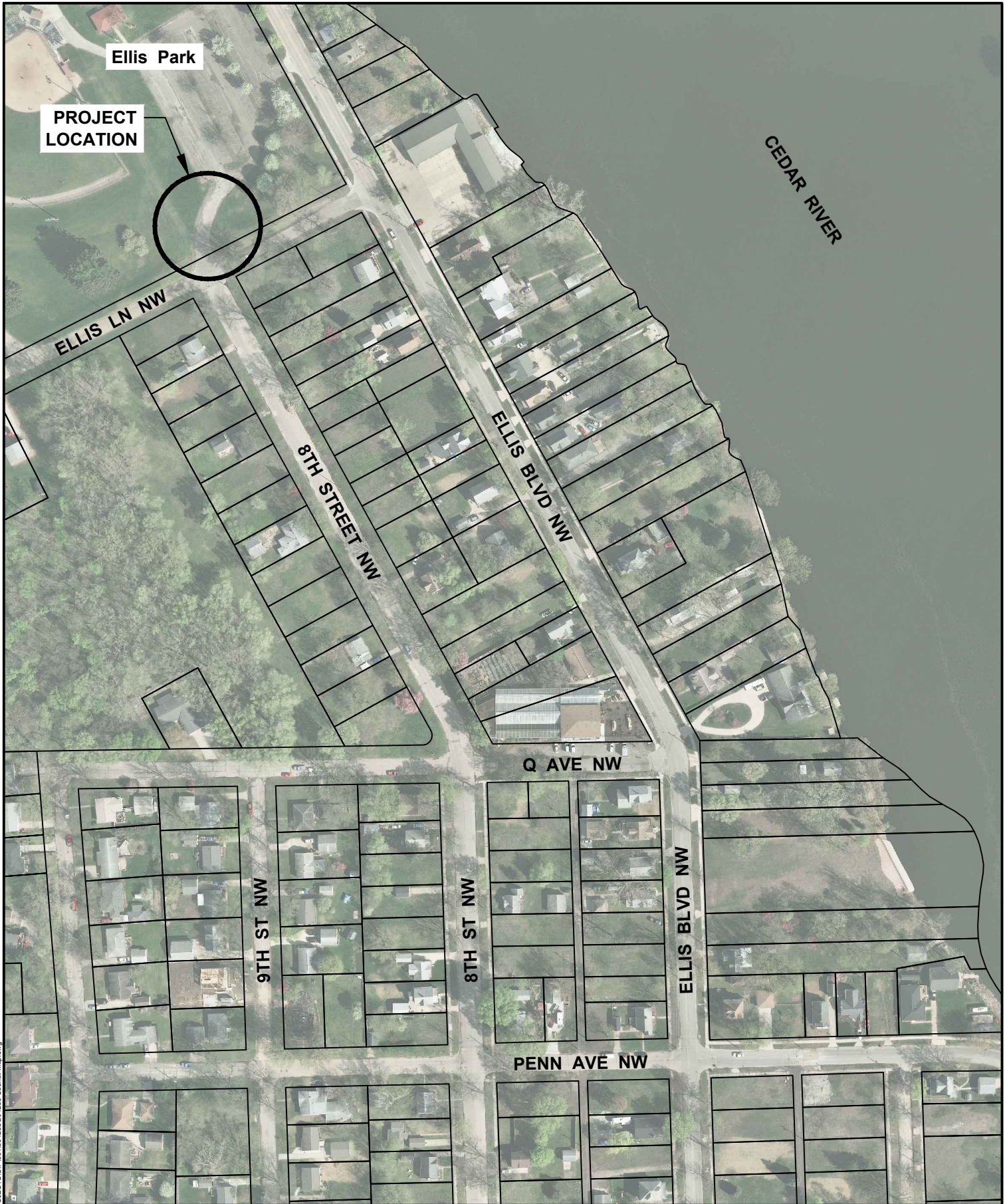
3. Subject to registration with the Department of Labor, the Bid of Pirc-Tobin Construction, Inc. is hereby accepted, with the inclusion of the incentive clause, and the contract for this public improvement is hereby awarded to Pirc-Tobin Construction, Inc.;

4. The City Manager and City Clerk are hereby directed to sign and execute a contract with said contractor for the construction of the above-described public improvements;

BE IT FURTHER RESOLVED that the bid securities of the unsuccessful bidders be returned to them by the City Clerk, and

BE IT FURTHER RESOLVED that upon execution by the City Manager and City Clerk, said contract is approved, subject to approval of the bond and insurance by the City of Cedar Rapids Risk Manager and filing of the same with the City of Cedar Rapids Finance Director.

Passed this 17th day of December, 2013.



Cadd File Name: W:\PROJECTS\CI\304\304285\304285 Council Map.dwg



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Joe O'Hern

Phone Number/Ext: 319 286-5292

Email: j.ohern@cedar-rapids.org

Description of Agenda Item: ☐ **Consent** ☐ **Public Hearing** ☒ **Regular Agenda**

Discussion and Resolution authorizing execution of First Amendment to the Development Agreement with Westdale CR Ventures #1, LLC and Frew Development Group, LLC for redevelopment of the former Westdale Mall site generally located at 2500 Edgewood Road SW. CIP/DID #812292

Background:

On May 14, 2013, City Council approved execution of a Development Agreement with Frew Development Group, LLC for redevelopment of the former Westdale Mall site generally located at 2500 Edgewood Road SW. Key provisions of the original Development Agreement and the current request for amendment are listed below for your consideration.

ORIGINAL DEVELOPMENT AGREEMENT

Developer Commitment

- Investment of not less than \$90,000,000 in redevelopment of the 72-acre site.
- Master plan development with identified mixture of land uses, including housing, office and retail.
- Minimum assessment agreement to generate sufficient property tax revenues for repayment of a \$5,000,000 up-front City Grant.
- Begin the project in 2013 and complete the same by 2022.
- Pedestrian trails, including connections to adjacent neighborhoods, sidewalks and gathering spaces.
- Design Guidelines to be approved by City Council on May 28, 2013.

City Commitment

- Provide \$5 million up front funds for site preparation
- Provide 100% TIF for at least 12 years

PROPOSED AMENDMENT

Due to negotiations with an existing anchor tenant, the redevelopment has been delayed and changes to the initial Master Plan were required. Attached is the request for an amendment to the Original Development Agreement from Frew Development. Here is a summary of the proposed changes:

- Two-year extension of the annual Economic Development Grants from 12 to 14-years (initial request was three-year extension; staff recommended two-year extension)
- Updated Master Plan (attached)
- Adjustments to the Minimum Improvements based on the new master plan and clarification on utilities (attached)

Action / Recommendation:

City staff recommends approval of the Resolution.

Alternative Recommendation:

Request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 5 Minutes

Budget Information (if applicable):

City financial participation structured for payment through the increased property tax revenue collected on the new construction, including a Minimum Assessment Agreement and shortfall provision within the Development Agreement for principle and interest payments by the Developer.

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Explanation (if necessary):



MEMORANDUM

DATE: December 9, 2013
TO: Joe O'Hern, City of Cedar Rapids, Iowa ("CITY")
FROM: John Frew, Frew Development Group, LLC ("FDG")
RE: Request for TIF Extension

I am pleased to report that the challenges to our effort to redevelop Westdale Mall have been resolved and that we are prepared to commence demolition activities in mid-January 2014. We have defined solutions that resolve pending tenant disputes while preserving our shared vision for a redeveloped Westdale.

This effort has taken longer than anticipated, but we will soon submit for city review a comprehensive set of civil plans that meet or exceed city code and reflect the tenant-driven solution we have pursued. Unfortunately, this process has caused revisions to our development plan and resulted in the loss of the 2013 construction season. However, the certainty of moving forward is no longer in doubt.

With this letter I submit for city council consideration an amendment to the Development Agreement that reflects the following:

- An updated Master Plan
- Amendments to the Minimum Improvements
- A two-year extension of the annual Economic Development Grants

The primary changes to the Development Agreement include:

- A commitment by FDG to financially support the City's plan to underground utility service along Westdale Road.
- Changes to the Allocated Uses:
 - A slight (~1%) increase in Public/Open Space
 - A slight (~1%) increase in the reduction of hard surfaces.
 - A ~5% increase in parking, though the impact is reduced by the addition of a one story ramp
 - A ~5% reduction of buildings
- Designation of zones within the property, each with its own parking ratio. This amendment has the following impact:
 - 4,596 = existing parking spaces on site
 - 3,326 = parking approved by City in May 2013
 - 3,884 = parking spaces in the amendment
- The JC Penney lease will be amended to reflect its approval of the changes in the Development Agreement Amendment #1. Most important, future approvals from JC Penney will be limited to changes to the proposed Master Plan in the area immediately adjacent to its building.

Thanks to you, Jennifer Pratt and Joe Mailander for your time and effort during this process. We are available to discuss at your convenience.



WESTDALE - ALLOCATED USES

Use	December 17, 2013		
	Sq Ft	%	Range
Financial	3,720	0.11%	1-3%
Restaurant	31,000	0.88%	5-15%
Retail	469,000	13.28%	10-20%
Mixed Use	92,560	2.62%	1-10%
Medical	30,000	0.85%	5-5%
Senior Housing	30,000	0.85%	5-5%
Office	29,000	0.82%	5-5%
Residential	104,000	2.95%	2-10%
Hotel	110,000	3.12%	2-5%
Entertainment	6,800	0.19%	1-10%
Grocer	6,000	0.17%	1-5%
Open Space	737,124	20.88%	18-22%
Public Space	224,520	6.36%	5-8%
Parking	1,299,076	36.79%	25-33%
Roads & Access	358,200	10.14%	8-15%
TOTAL	3,531,000	100.00%	



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EXHIBIT C

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the redevelopment of the Westdale Mall located on the Development Property into a lifestyle destination that provides a mixture of land uses, including residential, office, retail, dining, services, hospitality, health, entertainment and leisure activities in accordance with the Master Plan, the Urban Renewal Plan, the Site Plan, the Design Guidelines and this Agreement.

The Minimum Improvements will be constructed in three phases:

The First Phase involves “horizontal construction” and will consist generally of the following:

- Demolition of the former 100,000 square foot anchor tenant building originally owned and occupied by Montgomery Ward and the 272,000 square foot in-line mall;
- Re-alignment of the “ring road” serving the Development Property;
- Installation of supporting utilities;
- Pad development;
- Construction of public spaces, including a 1.7 acre “Town Center” park generally where the in-line mall is currently located;
- Landscaping, pools, fountains, green space and other related site improvements.

The First Phase is projected to last approximately 24 months and has a budget of \$10 million.

Phases Two and Three will involve “vertical construction” and will generally consist of the construction of the following 33 buildings:

- Exterior renovations to the 100,000 square foot anchor tenant building currently leased by Younkers, the 147,000 square foot anchor tenant building currently leased by J.C. Penney and the 100,000 square foot anchor tenant building previously leased by Von Maur.
- Six “junior” anchor buildings of 10,000 – 24,000 square feet each, some or all of which could be replaced by a building or buildings with the combined square footage of all six.
- Buildings comprised of a combination of retail, restaurant, financial and entertainment.

- One hotel.
- One or more senior housing buildings.
- Five or more medical or commercial office buildings.
- Two mixed-use over retail (retail/commercial on first floor with two – four floors of housing above).
- Two to four buildings in the Town Center for permanent or seasonal ancillary use.

Phase Two and Three will occur in years 2 -10 (the three Phases overlap). The budget for Phases Two and Three is approximately \$80 million.

Generally, the Minimum Improvements are intended to be similar to, but may vary in size as indicated on the Master Plan. All construction shall be undertaken and completed in accordance with the Design Guidelines and restrictive covenants that govern the Development Property, as provided in the reciprocal easement agreement.

(1) The Allocated Uses are as follows:

	SF	% of Total	Range of Permitted Use
Financial	3,720	0.11%	.1-3%
Restaurant	31,000	0.88%	.5-15%
Retail	469,000	13.28%	10-20%
Mixed Use	92,560	2.62%	1-10%
Medical	30,000	0.85%	.5-5%
Senior Housing	30,000	0.85%	.5-5%
Office	29,000	0.82%	.5-5%
Residential	104,000	2.95%	2-10%
Hotel	110,000	3.12%	2-5%
Entertainment	6,800	0.19	.1-5%
Grocer	6,000	0.17%	.5-5%
Subtotal	912,080	25.83%	
Open Space	737,124	20.88%	18-22%
Public Space	224,520	6.36%	5-8%
Parking	1,299,076	36.79%	25-38%
Roads & Access	358,200	10.14%	8-12%
Subtotal	2,618,920	74.17%	
Total	3,531,000	100%	

<u>Summary of Allocated Uses</u>	
26%	Buildings
27%	Open/Public Space
37%	Parking
10%	Roads/Access
100%	

(2) Without limiting the foregoing, the following details shall be incorporated into the Design Guidelines and included as part of the Minimum Improvements:

Site Development:

- The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of the Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum

Improvements contemplated in Construction Plans submitted to the City for approval

- The Developer will bury overhead utilities along Edgewood Road and provide light poles consistent with the approved Architectural and Urban Design Guidelines & Standards ____

Building Construction:

- The exterior materials of all buildings will match the materials approved in the Design Guidelines for this development. The majority of the exterior façade will be brick and stone on 4 sides and will have a large amount of glazing to give a modern-upscale design to the buildings.
- Building mass, fenestration and scaling elements will be incorporated into each building design.
- Service and delivery facilities and utility appurtenances such as gas meters, transformers and switchgear shall be separated from the primary public building entries and shall be screened if visible from the public right of way.. Fences and gates viewable from the street shall incorporate building materials and detailing that is architecturally compatible with the building they relate to.
- Screening enclosures for refuse containers and service areas shall be incorporated into the building architecture and utilize similar materials as the principal building.
- Screen walls and fences shall be a minimum of 1' higher than the object being screened but not more than 8' high on all sides where access is not needed. An opaque metal gate shall be included where required for complete screening.
- Roof mounted equipment shall be screened from public view.
- Buildings will be designed to create edges that contain the street space and reinforce the pedestrian activity that creates a sense of place.
- Buildings will have a series of Built-to-Lines along the Town Center street network that creates a pedestrian oriented environment. Each street will have specific requirements per the Design Guidelines that will determine that amount of building frontage required at the street edge as well as how far a building may be setback from the pedestrian walk way.
- The project will be designed with of a variety of architectural features that create appropriate scale and variety throughout the Project. The

Design Guidelines will require the use of multiple design elements to achieve the appropriate variety and scale to the Project.

- Buildings will have specific transparency requirements that create a pedestrian friendly street environment that creates active and open building facades. In pedestrian oriented area, at a minimum 60% of the facades ground floor will be “transparent” to provide visibility into the interior functions of the buildings. Buildings that front Plazas or publically accessible open spaces will have a minimum of 40% transparency along ground floors that are non-residential.
- Building main entries will be organized and placed along major pedestrian ways throughout the project so to enhance the scale and activity of the internal street network.
- Sustainability:
 - Sustainable site strategies will focus on water quality and conservation, storm water management and minimizing development impacts.
 - Water quality and conservation will exceed the intent of City requirements and may include retention basins, bio retention cells, bios wales, and other best management practices.
 - Regional building materials will be used where practicable in order to minimize transportation costs and benefit the local economy.
 - Alternative or renewal energy sources will be encouraged and incorporated where reasonably practical.
 - Light pollution will be reduced where practical. LED lighting will be used where practical.
 - Plant materials and landform techniques shall be used to provide water quality treatment.
 - Hard surface coverage (paving and buildings) will be reduced from 91% to 79% of the total area. In addition to landscaping, the Developer expects to utilize pervious treatments where practicable.
- Public/Open Spaces:
 - 27% of the Development Property will be Public/Open Space, compared to only 10% in its current state.
 - Open space amenities, plazas and streetscapes are key focal points and will be organizing features within the site.

- A Town Center feature, a combination of park and open space improvements, will be created and located in the center of the site (where the in-line mall is today) for social interaction and entertainment opportunities.
- Pedestrian lighting, trash/recycling collection and bicycle parking will be incorporated into the site.
- A minimum of one lineal foot of seating for every 1,000 square feet of park areas will be provided within the amenity.
- A minimum of 30% of park and plaza surfaces will be covered by landscaping.
- A four (4) foot “amenity zone” between the curb and sidewalk at the perimeter of the Town Square will be created to host underground utilities, trees, pedestrian lighting and seating.
- Pedestrian Orientation:
 - The Developer will construct or cause others to construct approximately 2,973 linear feet of perimeter sidewalk on the site.
 - All perimeter pedestrian walkways shall provide not less than six (6) feet of clear walking areas.
 - The Developer will construct or cause others to construct approximately 5,880 linear feet of interior circulation sidewalk on the site.
 - All interior pedestrian walkways shall provide not less than five (5) feet of clear walking areas.
 - In areas where the walkway abuts a parking area, an additional two (2) feet of unpaved width shall be added to accommodate vehicular overhangs.
 - The sidewalk system will provide pedestrian trails throughout the site and connectivity to adjacent neighborhoods as depicted on the Preliminary Site Development Plan.
 - The new street grid will encourage pedestrian activity by creating walkable blocks and multiple access ways for pedestrians.
 - The street level is designed for active retail and commercial uses to improve the pedestrian experience.

- Exterior Materials:
 - Ground floor building materials shall be composed of no less than 50% brick, stone, precast or unit masonry.
 - Traditional, regional building materials will be used throughout the site.
 - Existing structures will be resurfaced and new structures will be constructed in conformance to the Design guidelines that govern the redevelopment and provide consistency and sense of place to the project.
 - A coordinated material palette will be required of all construction, comprised of the following:
 - Brick (up to 12 complimentary colors).
 - Native stone (up to 6 complimentary colors)
 - Stucco (up to 20 complimentary colors)
 - Cast stone, precast masonry and cast trims
 - Window systems
 - Decorative roofing materials
 - Wood and cement board siding (varied colors)
 - Metal panels and trims (varied colors)
- Landscaping / Trees:
 - The development plan will incorporate the retention of as many of the 267 existing trees (4" or greater caliper) on site as is practicable, including
 - Leaving 157 in place (with protection to each tree and its root system during construction).
 - Removal of 20 dead or diseased trees.
 - Transplanting 77 trees, if practicable, to accommodate the Master Plan.
 - Planting new trees.

- Trees located in hard surface areas shall be located in well-drained and aerated tree wells with a minimum of sixteen (16) square feet of exposed surface area.
- Landscape areas in large surface parking lots should visually minimize the perception of large, continuous expanses of pavement.
- Reduce the urban heat island effect of larger areas of paving exposed to sunlight.
- Street trees will be of an indigenous variety: Red Oak, American Hornbeam, Pin Oak, Red Maple, Hackberry, Honey Locust and Ginko
- The branching height of new mature trees shall be a minimum of eight (8) feet in height.
- Each Plaza will provide at least one (1) tree for every 5,000 square feet of plaza area.
- Average street tree spacing will be no greater than 40 feet on center.
- Parking lot trees will be provided at a minimum of one (1) tree per twelve (12) parking spaces in protected landscape areas within the parking lot. The current Site Plan shows 3,326 parking spaces on-site equating to 278 trees required. (1 tree per 12 spaces) and the developer expects 348 parking lot trees as shown on the Master Site Plan.
- Street frontage trees will be provided as follows: 1 tree per 40 linear feet of pavement.
 - Public ROW street frontage
 - 4,600 LF = 115 trees
 - Private ROW street frontage
 - 5,685 LF = 143 trees
 - The Developer expects to have 259 street frontage trees as is currently shown on the Master Site Plan.
- Shrubs or ornamental grasses will be provided at a rate of six (6) per 1,000sf of parking area.
 - 3,326 spaces at 171sf/space (9x19) = 568,746
 - Therefore, the developer expects 3,413 shrubs or ornamental grasses to be placed on-site.

- For every fourth (4th) bay of parking a continuous landscape planter will be provided measuring eight (8) feet wide from face of curb.
- Signage:
 - The signage plan in the Design Guidelines will conform to the city code as it evolves following the current moratorium period.
 - The Design Guidelines will include a sign design guideline to produce and control the following:
 - A uniform building identification and addressing system that incorporates the projects sense of place.
 - Way finding and directional signage for vehicular and pedestrian traffic.
 - Project identification (monument signs including an LED message board, at the three primary entrances).
 - Tenant identification.
 - A permissible range of graphics and design for awnings, murals and lifestyle signatures.
 - Permissible materials, sizes and locations.
 - The reciprocal easement agreement will include prohibition on stand-alone pedestal billboards.
- Parking:
 - Parking will be provided through a combination of off-street surface lots and on-street parking. Additionally, the reciprocal easement agreement will provide cross-parking easements to reduce the number of spaces and impervious cover.
 - Although the Master Plan does not include any structured parking, the Design Guidelines anticipates this use and provides minimum design standards.
 - Parking type and capacity will meet or exceed the City's parking requirements for each type of usage and to satisfy contractual obligations to existing tenants.
 - 3,326 parking spaces are included in the Master Plan and Site Plan of the following types and numbers:

- Surface Lot Parking

Parking Lot Size	Spaces Provided
0-100	512
101-250	863
250+	1,728
Total	3,103

- On Street Parking

On-Street Spaces	223
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- Parking Design:

- 90° Parking: Parking stalls shall be 19' in length and either 9', 9.5' or 10' in width. Adjacent drive aisle widths shall be related to the stall width. Parking stalls that are 9' wide must have a minimum 24' drive aisle, parking spaces that are 9.5' in width must have a minimum drive aisle of 23' in width and parking spaces that are 10' must have a minimum drive aisle width of 22'. Compact cars must have a minimum 8' stall width, 16' stall length and 24' drive aisle.
- 60° Parking: Parking stalls shall be 19' in length and either 9', 9.5' or 10' in width. Adjacent drive aisle widths shall be related to the stall width. Parking stalls that are 9' wide must have a minimum 18' drive aisle, parking spaces that are 9.5' in width must have a minimum drive aisle of 17' in width and parking spaces that are 10' must have a minimum drive aisle width of 16'. Compact cars must have a minimum 8' stall width, 16' stall length and 18' drive aisle.
- 45° Parking: Parking stalls shall be 19' in length and either 9', 9.5' or 10' in width. Adjacent drive aisle widths shall be related to the stall width. Parking stalls that are 9' wide must

have a minimum 13' drive aisle, parking spaces that are 9.5' in width must have a minimum drive aisle of 12' in width and parking spaces that are 10' must have a minimum drive aisle width of 11'. Compact cars must have a minimum 8' stall width, 16' stall length and 13' drive aisle.

- Parallel Parking: Parking stalls shall be a minimum of 8.5' in width and 23' in length. Two-way adjacent drive aisles must be a minimum of 24' in width and one-way adjacent drives must be a minimum of 13' in width.
- Parking areas that run parallel to a building, greater than 300 spaces, shall include at least one (1) pedestrian path internal to the parking lot.
- Parking areas in general shall:
 - Abide by and include water quality and conservation and storm water management requirements.
 - Abide by and include City landscape and tree requirements as noted.
- Vehicular Circulation:
 - The Developer expects 5,914 linear feet of ring road to be reconstructed on the site.
 - The five existing entrances will remain in place.
 - Developer shall pay its share of the expense for installation of a traffic signal at the southern entrance on Edgewood Road.
 - Internal vehicular circulation will be oriented to direct traffic to the parking areas and encourage the pedestrian experience of the neighborhood.
 - No vehicular curb cuts will be allowed in the Town Center.
 - A new street plan will be created, including:
 - A redesigned, three-lane ring road ("Westdale Parkway").
 - Internal connecting routes ("Dalton Way" and "Munson Drive").
 - A continuation of the existing "Westdale Drive" from south of Williams Boulevard into the site and exiting at Edgewood Road.

|

- A Community Gathering Place:
 - Meeting room.
 - Public Restrooms.
 - Connectivity trails.
 - Town Center.
 - Public Amenities/Green Space.

(3) The Design Guidelines, which shall be approved by the City Council, a condition precedent to Funding pursuant to Section 4.3(b)(v), shall be in the form and substance as provided by the Westdale Design Guidelines, attached to this Exhibit C as Attachment 1 and incorporated by reference herein. The Parties acknowledge that Attachment 1, when complete, will be submitted for approval by the City Council.

(4) Permissible Uses of City Grant. The City Grant shall be spent on the design and construction of the following portions of the Minimum Improvements:

- Demolition (including hazardous materials abatement).
- Grading and drainage.
- Paving (roadways and sidewalks).
- Pedestrian Pathways.
- Relocation and replacement of underground utilities.
- Developer's share of cost to add traffic signal at the southern entrance on Edgewood Road.

(5) Property Management. Westdale CR Ventures #1 has engaged FDG to manage the property, owners and tenants on the Development Property. The individual buildings depicted on the Master Plan will be constructed and managed by the Developer and leased to third party tenants, or constructed pursuant to the sale of a development parcel to a third party who will be required to design, build and manage their building consistent with this Agreement.

(6) Community Outreach. FDG will invite adjacent landowners, tenants and residents to a public meeting at Westdale Mall prior to City approval of the Development Agreement to share the Master Plan, project schedule and other design and construction related information. On an ongoing basis, FDG will host a "Westdale" website to update this information (www.westdalecr.com).

(7) Project Reporting. FDG will issue an annual report to the City covering project status, schedule risk management, costs, goals and pending challenges.

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF FIRST AMENDMENT
TO THE DEVELOPMENT AGREEMENT WITH WESTDALE CR
VENTURES #1 LLC AND FREW DEVELOPMENT GROUP LLC FOR
REDEVELOPMENT OF THE FORMER WESTDALE MALL SITE
GENERALLY LOCATED AT 2500 EDGEWOOD ROAD SW

WHEREAS, on May 14, 2013 the City Council approved Resolution No. 0811-05-13 execution of a Development Agreement with Westdale CR Ventures #1, LLC and Frew Development Group, LLC for the redevelopment of the former Westdale Mall site, a 71-acre infill site located at 2500 Edgewood Road SW, for the purpose of encouraging a master-planned mixed-use development, including housing, office, and retail; increased green space and plaza area; and pedestrian-friendly connectivity throughout and to surrounding developments; and

WHEREAS, due to negotiations with an existing anchor tenant, the redevelopment has been delayed and changes to the initial Master Plan were required; and

WHEREAS, the Frew Development Group, LLC has submitted proposed changes to the original Development Agreement to accommodate facilitate the redevelopment of the property, as follows:

- Two-year extension of the annual Economic Development Grants, moving the term from 12 to 14 years.
- Updated Master Plan
- Adjustments to the Minimum Improvements based on the new master plan and clarification on utilities.

WHEREAS, the City Council has determined that the modifications included in the First Amendment are necessary to advance the redevelopment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Rapids, Iowa, that the City Manager and City Clerk are authorized and directed to execute the First Amendment to the Development Agreement and associated documents with Westdale CR Ventures #1, LLC and Frew Development Group, LLC.

Passed this 17th day of December, 2013.

Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Community Development

Presenter at meeting: Jennifer Pratt

Phone Number/Ext: 319 286-5047

Email: j.pratt@cedar-rapids.org

Alternate Contact Person: Joe O'Hern

Phone Number/Ext: 319 286-5292

Email: j.ohern@cedar-rapids.org

Description of Agenda Item: ☐ Consent ☐ Public Hearing ☒ Regular Agenda

Discussion and Resolution authorizing execution of a First Amendment to Development Agreement, a Parking Facility Use Agreement, an Agreement for Payment of a Portion of Adjusted Gross Receipts and a Maintenance and Security Services Agreement with Cedar Rapids Development Group, LLC for proposed development of a new casino. CIP/DID #838346

Background:

On August 27, 2013, City Council authorized execution of a Development Agreement with Cedar Rapids Development Group, LLC (CRDG) for construction of a proposed casino development at property bounded by 1st Street SW, 1st Street NW, Interstate 380, 3rd Street SW, and 2nd Avenue SW. The Term Sheet which outlines the key provisions of the approved Development Agreement is attached for your reference.

For City Council consideration are three (3) new documents related to the original Development Agreement with CRDG. Two of the documents are agreements identified in the original Development Agreement, as items to be negotiated and executed prior to closing on the property. The third document is the first amendment to the original Development Agreement.

a. First Amendment to the Development Agreement

Specifies that the City may satisfy its obligation to design and build the Parking Facility through an agreement with a third party (Parking Developer) with the following conditions:

- Parking Facility be substantially completed by June 26, 2015.
- CRDG approves the Parking Developer's design, materials, and manner of construction.
- City purchases the Parking Facility from the Parking Developer prior to September 1, 2017.

b. Parking Facility Use Agreement

Provides clarification on the use, operations and maintenance of the parking structure and skywalk, as follows:

- City is allocated 352 parking spaces on the third floor of the facility which will have a minimum of 1,000 total spaces.
- CRDG agrees to operate and maintain the Parking Facility, paying all operating expenses for operation, security, repair, and maintenance of the facility.

- City and CRDG will create a joint Capital Maintenance fund equal to \$1.9 million over the 20-year term of the agreement, averaging \$95,000 annually.
- City's annual contribution to the Capital Maintenance will equal 25% of parking revenue generated at the facility or \$47,500, whichever is less.
- After 20 years, CRDG may purchase the Parking Facility for the current Fair Market Value or allow the City's continued use of the third floor with CRDG responsible for all operational and capital maintenance expenses.

c. Agreement for Payment of a Portion of Adjusted Gross Receipts

Specifies CRDG's payment of 1% of the Adjusted Gross Receipts (AGR) generated by the casino to the City, as follows:

- Semi-annual payments to the City on January 31 and July 31 each year.
- Payments to the City will be made for fifty (50) full years.
- Transfer of interest of CRDG in the casino is conditioned upon the transferee assuming this obligation.
-

d. Maintenance and Security Services Agreement

Action / Recommendation:

City staff recommends approval of the Resolution.

Alternative Recommendation:

City Council may table and request additional information.

Time Sensitivity: N/A

Resolution Date: December 17, 2013

Estimated Presentation Time: 5 minutes

Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☒

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Casino - Term Sheet*As approved on August 27, 2013*

Developer Commitments			
	Agreement Provision	Recommended Terms	Comments
1	Purchase Price of Land	Purchase price of the property \$2,200,000 with an estimated \$750,000 in additional street and alley acquisition costs.	\$2,200,000 must be repaid to federal source of the acquisition. Vacation of streets and alleys will be paid to the City through the standard process.
2	Project Cost	Total project cost is approximately \$150,000,000 which includes land, improvements, furniture, fixtures, equipment and other related costs.	\$125,000,000 for the Casino Facility and up to \$28,000,000 for the Parking Facility.
3	Minimum Assessment Agreement	Developer will enter into a Minimum Assessment Agreement to pay property taxes on no less than \$56,000,000 in taxable property valuation.	Projected to generate \$1,900,000 annually in tax increment revenue which will be applied to repayment of Parking Facility construction.
4	Percentage of Adjusted Gross Receipts	Developer will pay City 1% of Adjusted Gross Receipts for 50 years. Plus a \$1,000,000 one-time payment at closing.	Estimated at \$800,000 annually. Up to 30% of this may be applied to repayment of Parking Facility construction after property taxes from minimum assessment are applied. Also a resource for future flood protection.
5	Construction of Casino Facility	Construction of Casino Facility will begin after approval of the Iowa Racing & Gaming Commission.	Iowa Racing & Gaming decision anticipated in the spring of 2014.
6	Flood Management	Parking Facility will incorporate flood protection.	Built to be integrated with future flood protection components.
City Commitments			
	Agreement Provision	Recommended Terms	Comments
7	Construction of Parking Facility	City will construct a structured Parking Facility (1,000 spaces) at a cost of up to \$28,000,000 for public/private use.	Payment of 20-year bond paid solely by development.
8	Public Improvements	City will complete up to \$2,000,000 in public improvements to facilitate the development.	Paid solely by development, includes infrastructure realignment and traffic improvements.
General Conditions			
	Agreement Provision	Recommended Terms	Comments
9	Operations of Parking Facility	Developer will be responsible for the operations and maintenance of the structured Parking Facility.	Closing contingent on execution of Agreement between City and Developer regarding the design, cost of construction, operation, and maintenance.

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT, A PARKING FACILITY USE AGREEMENT,
AN AGREEMENT FOR PAYMENT OF A PORTION OF ADJUSTED GROSS
RECEIPTS, AND A MAINTENANCE AND SECURITY SERVICES AGREEMENT
WITH CEDAR RAPIDS DEVELOPMENT GROUP, LLC FOR PROPOSED
DEVELOPMENT OF A NEW CASINO

WHEREAS, on August 27, 2013, the City Council approved Resolution No. 1434-08-13 which authorized execution of a Development Agreement with Cedar Rapids Development Group, LLC (CRDG) for the proposed development of a new casino; and

WHEREAS, Section 3.4 (g) of the Development Agreement requires the City and CRDG execute an Agreement for Payment of a Portion of Adjusted Gross Receipts for fifty (50) years, attached hereto; and

WHEREAS, Section 3.4 (i) of the Development Agreement requires the City and CRDG execute a Parking Facility Use Agreement which provides clarification on the use, operations, and maintenance, attached hereto; and

WHEREAS, the proposed Parking Facility Use Agreement requires the agreement and execution of another agreement to be known as the Maintenance and Security Services Agreement; and

WHEREAS, the City and CRDG intend to amend the original Development Agreement to provide that the City may satisfy its obligation to design and build the Parking Facility through an agreement with a third party (Parking Developer) with the following conditions:

- Parking Facility must be substantially completed by June 26, 2015.
- CRDG approves the Parking Developer's design, materials, and manner of construction.
- City purchases the Parking Facility from the Parking Developer prior to September 1, 2017; and

WHEREAS, the City Council has determined that the proposed Parking Facility Use Agreement, Agreement for Payment of a Portion of Adjusted Gross Receipts, Maintenance and Security Services Agreement and the First Amendment to the Development Agreement with Cedar Rapids Development Group, LLC are acceptable and should be approved and executed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Rapids, Iowa, that the City Manager and City Clerk are authorized and directed to execute the First Amendment to Development Agreement, a Parking Facility Use Agreement, an Agreement for Payment of a Portion of Adjusted Gross Receipts, and a Maintenance and Security Services Agreement with Cedar Rapids Development Group, LLC.

Passed this 17th day of December, 2013.

AGREEMENT FOR PAYMENT OF A PORTION OF ADJUSTED GROSS RECEIPTS

THIS AGREEMENT FOR PAYMENT OF A PORTION OF ADJUSTED GROSS RECEIPTS (hereinafter called "Agreement"), is made on or as of this 17th day of December 2013, (hereinafter the "Effective Date") by and between the CITY OF CEDAR RAPIDS, IOWA, (hereinafter called "City"), established pursuant to the Code of Iowa and CEDAR RAPIDS DEVELOPMENT GROUP, LLC ("Developer") an Iowa limited liability company established pursuant to Chapter 489 of the Code of Iowa.

WITNESSETH:

WHEREAS Developer intends to develop a new casino in the City of Cedar Rapids, Iowa; and

WHEREAS, the parties have entered into a Development Agreement dated August 23, 2013, (the "Development Agreement") pursuant to the terms of which, following issuance of a gaming license and satisfaction of other conditions, Developer has agreed to purchase certain real estate from City and the City has agreed to design, build and finance a parking facility and a sky walk.

WHEREAS, as a condition to certain action on the part of the City pursuant to the Development Agreement, Section 3.4(g) of the Development Agreement requires the parties to execute an agreement regarding the making of AGR Payments (as defined in the Development Agreement).

NOW, THEREFORE, in consideration of the matters set forth in the above and foregoing recitals it is hereby agreed as follows:

Section 1. Commencing upon opening of the casino, Developer agrees to pay to the City one percent (1%) of the Developer's Adjusted Gross Receipts derived from the casino to be constructed by or for the benefit of the Developer under the Development Agreement, with the Adjusted Gross Receipts to be determined in accordance with Code of Iowa Section 99F.1 (the "AGR Payments").

The AGR Payments shall be paid semi-annually on January 31 and July 31 of each year following Developer's determination of Developer's Adjusted Gross Receipts for the prior six month period ending December 31 and June 30, respectively.

A portion of the AGR Payments shall be used for debt service on the Bonds (as defined in the Development Agreement) to the extent described in the Development Agreement.

Notwithstanding anything in this Agreement to the contrary, for the first five years following full assessment of the completed Minimum Improvements (as defined in the Development Agreement), the AGR Payments and Tax Increments (as defined in the Development Agreement) collected in any year shall not exceed \$3,300,000 and AGR Payments shall be reduced as needed to not exceed the annual total of \$3,300,000.

Section 2. Developer's obligation set forth in this Agreement is conditioned upon satisfaction of the contingencies and conditions for closing on the purchase of certain property owned by the City, all as set forth in the Development Agreement. In the event those contingencies and conditions are not satisfied, and Developer does not acquire the Development Property (as defined in the Development Agreement), Developer shall have no obligation to make the AGR Payments to City as described in this Agreement.

Section 3. It shall be a condition to any transfer of the interest of Developer in the casino facility (without necessity of the City's consent at any time after the term of the Development Agreement) that the transferee shall assume in writing the obligation of Developer to make the AGR Payments for the remainder of the term of this Agreement. Upon presenting evidence of such assumption to the City, Developer will be relieved of future responsibility for the AGR Payments.

Section 4. Developer agrees to make the AGR Payments for and during a period of fifty full fiscal years, for a total of one hundred (100) payments, commencing with the first fiscal year in which an AGR Payment is made under Section 1. This Agreement shall terminate on the date of Developer's last AGR Payment to the City.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its City Manager and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its Chairman, all on or as of the day first written above.

(SEAL)

CITY OF CEDAR RAPIDS, IOWA

By: _____
JEFFREY A. POMERANZ, City Manager

ATTEST:

By: _____
AMY STEVENSON, City Clerk

STATE OF IOWA)
) ss:
LINN COUNTY)

On this 17th day of December, 2013, before me a Notary Public in and for said County, Jeffrey A. Pomeranz personally appeared and Amy Stevenson to me personally known, who being duly sworn, did say that they are the City Manager and City Clerk, respectively of the City of Cedar Rapids, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said City Manager and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

(Seal)

Notary Public in and for the State of Iowa

CEDAR RAPIDS DEVELOPMENT GROUP LLC

By: _____
STEPHEN C. GRAY, Chairman

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this _____ day of December, 2013, before me a Notary Public in and for said County, Stephen C. Gray personally appeared and to me personally known, who being duly sworn, did say he is Chairman of Cedar Rapids Development Group LLC , created and existing under the laws of the State of Iowa, and that said instrument was signed and sealed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company by it voluntarily executed.

(Seal)

Notary Public in and for the State of Iowa

PARKING FACILITY
USE AGREEMENT

By and Between

THE CITY OF CEDAR RAPIDS, IOWA,

And

CEDAR RAPIDS DEVELOPMENT GROUP, LLC

PARKING FACILITY USE AGREEMENT

THIS PARKING FACILITY USE AGREEMENT (hereinafter called “Agreement”), is made on or as of this 17th day of December 2013, (hereinafter the “Effective Date”) by and between the CITY OF CEDAR RAPIDS, IOWA, (hereinafter called “City”), established pursuant to the Code of Iowa and CEDAR RAPIDS DEVELOPMENT GROUP, LLC (“CRDG”) an Iowa limited liability company established pursuant to Chapter 489 of the Code of Iowa.

WITNESSETH:

WHEREAS CRDG intends to develop a new casino in the City of Cedar Rapids, Iowa, (the “CRDG Development”) on real estate legally described on attached Exhibit A (the “CRDG Real Estate”); and

WHEREAS, in conjunction with the CRDG Development, the parties believe that it is in both of their interests that a multi-level parking facility, together with a skywalk to connect the parking facility with the CRDG Development, be constructed on real estate to be owned by CRDG located near to the CRDG Real Estate and legally described on attached Exhibit B (the “Parking Facility Land”). The “Parking Facility” includes the skywalk, and is conceptually described on attached Exhibit C.

WHEREAS, the parties have entered into a Development Agreement dated August 23, 2013, (the “Development Agreement”) pursuant to the terms of which, following issuance of a gaming license and satisfaction of other conditions, CRDG has agreed to purchase certain real estate from City and the City has agreed to finance certain improvements, the Parking Facility and the skywalk.

NOW, THEREFORE, in consideration of the matters set forth in the above and foregoing recitals it is hereby agreed as follows:

SECTION 1. CRDG OBLIGATIONS.

1.1. Operating Expenses of Parking Facility. Following the opening of the Parking Facility and continuing for the term of this Agreement, CRDG agrees to operate and maintain the Parking Facility, and CRDG shall pay all of the reasonable and necessary actual operating expenses for the operation, security, repair and maintenance of the Parking Facility. Such operating expenses shall include those listed on attached Exhibit D.

(1) Any expenses that exceed \$5,000 during the first year of operation of the Parking Facility and that have a useful life of 2 years or more shall be considered capital items and paid for pursuant to Section 2.1 below.

(2) CRDG shall operate, maintain and secure the Parking Facility pursuant to the Maintenance and Security Services Agreement attached hereto as Exhibit E.

SECTION 2. CAPITAL MAINTENANCE.

2.1. Capital Maintenance Fund. The City will establish a Capital Maintenance Fund (CMF). The CMF will be separately accounted for by the City, and available to CRDG to be drawn upon

from time to time solely to satisfy the capital maintenance requirements of the Parking Facility determined necessary as agreed upon by the parties. Upon termination of this Agreement, the remaining balance of the CMF, if any, shall be distributed by the City to each of the parties hereto in the ratio that the total of each party's payments to the CMF bears to the total payments by both parties.

(1) Commencing on July 1, 2016, and on the anniversary of such date each year thereafter during the term of this Agreement, the City shall annually pay into the CMF either an amount equal to twenty-five percent (25%) of the net revenues received by the City from the allocated parking spaces, as set forth in Section 3.3 below, during the preceding year (the "City Revenues") or \$47,500, whichever is less.

(2) Commencing on July 1, 2021, and on the anniversary of such date each year thereafter during the term of this Agreement, CRDG shall annually pay into the CMF an amount equal to \$1.9 million, less the amount the City has paid into the CMF for each of the preceding five (5) years but plus the amount of capital maintenance expenses incurred during the first five (5) years, divided by fourteen (14). Subtracted from this amount will be the amount the City will pay into the CMF on July 1st of that particular year of this Agreement.

(3) For the purposes of this Agreement, "capital maintenance" shall mean any expenditure, or related series of expenditures, in excess of \$5,000 during the first year of operation of the Parking Facility and that has a useful life of two years or more. The following are capital maintenance provided that the cost thereof exceeds the threshold amount: sealing, material pavement repair (excluding small areas which may be "patched"), and resurfacing of the material portions of the Parking Facility, and major repairs, alterations, improvements, renewals and replacements to the structural, mechanical, electrical, heating, ventilation, air conditioning, maintenance of signs, plumbing and vertical transportation elements of the Parking Facility and any structural, mechanical, electrical or other installations or any alterations to the Parking Facility required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements and information technology, fiber and electrical connections, handheld enforcement devices and other technology or equipment replacement and/or upgrades, including replacement of vehicles, necessary to keep the system up-to-date and in concert with industry best practices.

(4) City shall report to the CRDG the amount in the CMF as of each June 30, commencing June 30, 2017. Each year CRDG will prepare a proposed capital maintenance budget for the following twelve months. The proposed capital maintenance budget shall be subject to agreement by the City and CRDG. In the event the parties agree to capital maintenance that exceeds available funds in the CMF, the parties shall be responsible for such additional amounts in the following manner: (a) City shall be responsible for one-fourth of the cost thereof up to twenty-five percent (25%) of the total City Revenues, commencing with the opening of the Parking Facility, (which amount shall be in addition to the twenty-five (25%) in Section 2.1(1)) provided that the additional City Revenues have not previously been expended for capital maintenance; and (b) CRDG will be responsible for the remainder of the cost of the agreed upon capital maintenance.

(5) City shall make periodic disbursements from the CMF to CRDG for capital maintenance costs, if any, incurred by CRDG under this Agreement, upon submission to the City Engineer of appropriate invoices. City will be responsible for payment of invoices for all capital maintenance incurred directly by the City.

(6) If the parties are unable to agree on a capital maintenance budget, the City may proceed, following written notice to CRDG and as may be required under Chapter 26 of the Iowa Code, to undertake any capital improvements it deems necessary (in the sole but reasonable judgment of the City Engineer) to protect the physical integrity of the Parking Facility or to ensure the safety of persons and vehicles parking in the Parking Facility, which costs shall be allocated between the parties as described in subparagraph (4) of this Section.

SECTION 3. CITY OBLIGATIONS.

3.1. Design and Construction of the Parking Facility. Subject to the conditions set forth in this Agreement and the Development Agreement, City agrees to arrange for the design and construction of the Parking Facility at a cost estimated to be approximately \$26,000,000 on the Parking Facility Land.

(1) The footprint of the Parking Facility shall be consistent with the concept shown on Exhibit C, and in harmony with the CRDG Development in appearance and function. The design of the Parking Facility must be approved by CRDG in writing. The Parking Facility shall be constructed with a minimum of 1,000 parking spaces on three levels and shall be designed and constructed to accommodate a fourth level.

(2) City intends to enter into an agreement with a developer (the “Developer”) for the design, construction, lease and purchase of the Parking Facility on terms acceptable to City in its discretion.

(3) City shall hold weekly progress meetings with the Developer, CRDG and its representatives during the design and construction of the Parking Facility. City agrees to allow CRDG to provide input and comments on the design of the Parking Facility, including but not limited to providing CRDG timely copies of all design documents and correspondence regarding design and providing timely notice to CRDG of any meetings regarding the design of the Parking Facility and allowing CRDG to attend such meetings.

3.2. Use of Parking Facility by CRDG. City agrees that for so long as CRDG is not in default (as defined under Section 4.3 below) the Parking Facility shall remain open 24 hours per day, 7 days per week with use by the patrons of CRDG, its successors and assigns, to be free of charge and without any unreasonable restrictions (other than restrictions on the third level during certain hours of the work week).

3.3. Parking Allocations. CRDG shall be allocated exclusive use of the ground level and second level of the Parking Facility. City shall be allocated the third level of the Parking Facility (a total of 352 parking spaces) for permit parking from the hours of 9:00 a.m. to 5:30 p.m., Monday through Friday, except for January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day and December 25th. City shall be solely responsible for issuing permits for the third level parking, issuing evidence of authority to park on the third level during the foregoing hours and collecting revenues. During the days and times set forth in this section that

the third level is not allocated to the City for permit parking, the third level spaces shall be available for patrons of CRDG. CRDG may allow use of the Parking Facility for community events upon such terms as it adopts from time to time.

3.4. Future Improvements. The City and CRDG will negotiate the responsibility for the cost of future improvements to the Parking Facility to better control access and use of the Parking Facility, including but not limited to adding gates, ticket dispensing equipment, electronic readers and utilities to operate such equipment. The cost of an additional level of parking shall be paid for in the manner that the Parties agree to prior to construction along with an agreement as to the responsibility for the operating costs and capital maintenance with respect to the additional parking level. In the event access control equipment is installed to control access to the third level of the Parking Facility, the City shall enable CRDG to open the gates during the hours when use of the third level is not limited to permit parking.

SECTION 4. GENERAL TERMS AND CONDITIONS.

4.1. Conditions Precedent. If any of the following conditions has not occurred prior to the later of May 31, 2014, or the date set by the City Council for the award of a contract or lease purchase agreement for the construction of the Parking Facility, either party may terminate this Agreement upon written notice to the other party. CRDG's termination of this Agreement shall be its sole remedy. CRDG shall not be entitled to reimbursement of any costs or damages incurred by CRDG in connection with this Agreement.

(1) CRDG, the City and Developer shall have received all necessary approvals from any governmental agency, utility, lender, security holder or other party whose approval is required for the undertakings and obligations under this Agreement, specifically including, but not limited to approval of this Agreement by the Iowa Racing and Gaming Commission and issuance of a permit for a skywalk.

(2) City shall have received and CRDG shall have approved, bids pursuant to which it can be determined that the Parking Facility can be designed and constructed for an amount equal to or less than the sum of \$26,000,000.

(3) Developer and CRDG shall have entered into a lease or easement for the Parking Facility Land.

(4) Subject to approval of a gaming license, both parties shall pursue all required approvals as expeditiously as possible and they agree to negotiate in good faith to complete the execution of the agreements identified and required as conditions precedent to the other obligations set forth herein.

4.2. Cooperation by the Parties. City and CRDG agree to cooperate in good faith in connection with the performance of all of the activities contemplated herein and to use all commercially reasonable efforts and diligence to promptly respond and perform the obligations provided for directly or indirectly by this Agreement. The parties agree and understand that it is their intent that the timing of the design and construction of the Parking Facility will be such that the completion and opening of the Parking Facility will coincide with the completion and opening of the CRDG Development. The parties agree to use all reasonable effort and resources to assure that construction of the Parking Facility commences on or before May 31, 2014, and that the Parking Facility be completed and ready for use on or before June 26, 2015.

Additionally, the parties agree that the construction contract(s) or agreement with a Developer shall include a “payment for delay” provision that provides for the contractor or Developer to pay City (or, if provided for under the applicable construction documents, to CRDG) the amount of \$12,500 for each day the Parking Facility remains unfinished after June 26, 2015 (to a maximum as set forth in that certain Request for Qualifications regarding Design/Build Lease Purchase Development Team: Cedar Crossing Casino Parking Ramp). The City will pay any payment for delay received by the City to CRDG.

4.3. Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by CRDG to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(2) Failure by the City to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

4.4. Remedies on Default by CRDG. Whenever any CRDG Event of Default referred to in Section 4.3(1), of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to CRDG of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and CRDG does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may terminate this Agreement or suspend its performance under this Agreement until it receives assurances from CRDG deemed adequate by City, that CRDG will cure its default and continue its performance under this Agreement; or

(2) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

4.5. Remedies on Default by City. Whenever any City default under Section 4.3(2) occurs and is continuing, after the giving of written notice by CRDG to the City of such City default, and such default has not been cured within sixty (60) days following such notice, or if such default cannot be cured within sixty (60) days and the City does not provide assurances to CRDG that the default will be cured as soon as reasonably possible thereafter, CRDG may take any action, including legal, equitable or administrative action, which may appear necessary or desirable under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

4.6. No Remedy Exclusive. No remedy herein conferred upon or reserved to City or CRDG is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this

Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4.7. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

4.8. Additional Agreements. From time to time hereafter without further consideration, the parties agree to execute and deliver, or cause to be executed and delivered, such further agreements and instruments, and shall take such other actions, as any party may reasonably request in order to more effectively memorialize, confirm and effectuate the intentions, undertakings and obligations contemplated by this Agreement.

4.9. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All such counterparts shall constitute one instrument.

4.10. Term and Option to Purchase. The term of this Agreement shall begin when the Parking Facility is substantially complete and continue to the date on which the City's indebtedness, incurred to purchase the Parking Facility, has been paid in full (the "Payment Date"), plus an additional five years. During the term of this Agreement, CRDG shall have the option to purchase the Parking Facility from the City. CRDG shall exercise this option in writing, and upon this exercise, the City agrees that it will sell, convey, and otherwise transfer its rights, title and interests in the Parking Facility to CRDG for an amount equal to the appraised fair market value of the Parking Facility at that time. This transfer will be "as is/where is" and without any warranties of any kind. During the five year period following the Payment Date, the City will not have any obligation to contribute to the CMF under Sections 2.1(1) and (4). Prior to the end of the term of this Agreement, in the event the option is not exercised, the City and CRDG (or successor in interest) will negotiate for the continued use of the Parking Facility by CRDG (or successor in interest) following the term of this Agreement.

4.11. Assignment. During the term of the Development Agreement, the rights of CRDG pursuant to this Agreement may be assigned to a successor in interest to the CRDG Development that is approved by the City if such successor in interest assumes, in writing, CRDG's obligations under this Agreement. After the termination of the Development Agreement, CRDG may assign its interests under this Agreement to a successor in interest upon written notice to the City and if such successor in interest assumes, in writing, CRDG's obligations under this Agreement. Lack of use of the Parking Facility by patrons or employees of CRDG shall not cause the rights of CRDG to lapse or terminate provided that CRDG performs its obligations hereunder. At any time, CRDG may assign its rights under this Agreement to a lender as additional security for a mortgage loan and following proceedings to realize upon the security, the secured party or its assigns may exercise rights under this Agreement provided the secured party or its assigns assumes the obligations of CRDG in writing.

4.12. Additional Provisions.

(1) It is hereby agreed and acknowledged that failure of performance or breach of agreement by any party hereto could result in irreparable harm to another party hereto. An action in equity and the relief of specific performance is therefore reserved to all parties hereto.

(2) All exhibits attached to this Agreement are incorporated herein and made a part hereof by this reference.

(3) Whenever the singular number is used in this Agreement, the same shall include the plural where appropriate and words of any gender shall include any other gender where appropriate.

(4) All notices, demands, requests or other communications required or permitted by this Agreement shall be in writing and shall be deemed to be received when actually received by any person at the intended address if personally served or sent by courier or telex, or whether actually received or not, twenty-four (24) hours after the date and time of delivery to a nationally-recognized courier, address as follows:

To the City: City Manager
City Hall
101 First Street SE
Cedar Rapids, IA 52401

Copies to: City Attorney
City Hall
101 First Street SE
Cedar Rapids, IA 52401

To CRDG: Cedar Rapids Development Group, LLC
625 First Street SE, Suite 420,
Cedar Rapids, IA 52401

Copies to: Bradley & Riley PC
2007 First Avenue SE
Cedar Rapids, IA 52402

Any party may, in substitution of the foregoing, designate a different address or addresses within the continental United States for purposes of this section by written notice delivered to the other party in the manner prescribed, at least ten (10) days in advance of the date on which such change of address is to be effective.

(5) This Agreement, together with the Maintenance and Security Services Agreement and other exhibits attached hereto and thereto, embodies the entire agreement between and among the parties and may be amended or supplemented only by an instrument in writing executed by the parties hereto.

(6) This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

(7) Time is of the essence in this Agreement and each and every provision contained herein.

(8) In the event of a dispute arising between or among the parties hereto, each party shall be responsible for paying its own attorney's fees and court costs, if any, incurred in connection with such dispute.

(9) This Agreement shall be governed by the laws of the State of Iowa and shall be construed in accordance therewith and all of the rights and obligations hereunder shall be determined in accordance with the laws of the State of Iowa. All parties acknowledge that they have negotiated this Agreement in the City of Cedar Rapids, Iowa and that the property at Issue is located in the City of Cedar Rapids, Iowa.

(10) The parties hereto represent to each other that each has the full right, power and authority to enter into this Agreement and to fully perform its obligations. The persons executing this Agreement warrant and represent that each has the authority to execute in the capacity stated and to bind the parties herein.

(11) No failure by any party hereto, at any time, to require the performance of any other party or any term of this Agreement, shall in any way affect the right of any party to enforce such terms, nor shall any waiver by any party of any term hereof be taken or held to be a waiver of any other provision of this Agreement. No waiver of any term or provision of this Agreement shall be effective unless the same is in writing, signed by the parties hereto.

(12) City and CRDG shall promptly record a Memorandum of Agreement in the form attached hereto as Exhibit F in the office of the Recorder of Linn County, Iowa.

SECTION 5. INSURANCE.

5.1. Liability Insurance. CRDG agrees to carry liability insurance in such amounts as shown below, to pay all premiums thereon when due and to cause such insurance to name as additional insured thereunder "The City of Cedar Rapids, Iowa, and its officers and employees":

Commercial General Liability: \$1,000,000 per occurrence bodily injury and property damage/\$2,000,000 general aggregate/\$2,000,000 products-completed operations/\$1,000,000 damage to rented premises.

Workers' Compensation

Coverage A - Statutory

Coverage B - \$ 100,000

5.2. Property Insurance. CRDG will purchase and maintain property insurance on parking ramp in the amount of the full replacement cost. The insurance required by this

Section 5.2 shall be written on a Covered Cause of Loss-Special Form, replacement cost coverage, including coverage for flood and earth movement and include coverage for physical loss or damage caused by the perils of fire, lightning, explosion, flood, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of snow or ice, building collapse, glass breakage, and theft by forceful entry with visible damage to gain entry. The City should be named as an additional insured-owner/loss payee.

5.3. Insurance Certificates. Certificates evidencing all insurance coverage listed above shall be furnished by CRDG to City. Such policies and Certificates shall be subject to the approval of City for adequacy and form and protection

5.4. Endorsements. The following endorsements are required to be included with the Certificate of Insurance to evidence that the general liability policy has been endorsed to add the City of Cedar Rapids as an additional insured, preserve governmental immunities and provide adequate notice of material changes to coverage:

**City of Cedar Rapids, Iowa
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out the Insured's work and/or Services performed for the City of Cedar Rapids, Iowa. 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 available coverage be primary, contributing, or excess.

**City of Cedar Rapids, Iowa
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Non-waiver of Government Immunity The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa, as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, 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 Rapids, 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 Rapids, 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 Rapids, 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 Rapids, Iowa.
5. No Other Change in Policy The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

City of Cedar Rapids, Iowa

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to City of Cedar Rapids, Finance Department, 101 First Street SE, Cedar Rapids, Iowa 52401. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

5.5. Premiums. Premiums with respect to such policies required to be carried by CRDG shall be paid by CRDG and shall constitute Operating Expenses.

5.6. Third-Party Services. In the event of work performed by third parties within the parking ramp, either on behalf of City or CRDG, such third parties will provide insurance coverage in the forms and amounts shown above naming both City and CRDG as additional insureds.

5.7. Waiver and Subrogation. City and CRDG do hereby release and waive the right of recovery and suit against each other and shall, to the extent possible, procure endorsements to such effect on any insurance policies required under this Section 5, for loss or damage to property arising out of the perils insured against under this Section 5 covered by valid and collectible insurance carried at the time of the loss or damage to the extent such loss or damage is indemnified by such insurance, regardless if such loss or damage is caused by the fault or neglect of either party.

SECTION 6. INDEMNIFICATION.

CRDG shall defend, indemnify and hold City harmless from and against any and all actions, costs, claims, losses, expenses and/or damages, sustained by City to the extent

attributable to the negligence, recklessness or misconduct of CRDG or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. City shall defend, indemnify and hold CRDG harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by CRDG to the extent attributable to the negligence, recklessness or misconduct of City or any of its agents, servants or employees from any cause, including without limitation by specification, property damage and/or injury or death to any person or persons. The indemnification obligation shall not be limited in any way by the insurance requirements but shall be in addition to those requirements. Notwithstanding any other provision of this agreement, it is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects shall not be the responsibility of CRDG.

SECTION 7. PROCEEDS FROM CASUALTY.

Any proceeds received by CRDG from any insurance policies required to be maintained pursuant to this agreement or otherwise because of casualty or damage to the parking ramp shall be promptly used to restore the parking ramp to a condition no less than a reasonably equivalent condition as prior to the casualty, unless otherwise mutually agreed by the parties. If in the good faith judgment of CRDG, the funds received from any insurance policies or otherwise shall be insufficient to restore the parking ramp to such a condition, and if additional funds of CRDG are not made available, then City or CRDG shall have the right and option to terminate this agreement upon sixty (60) days notice.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its City Manager and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its Chairman, all on or as of the day first written above.

(SEAL)

CITY OF CEDAR RAPIDS, IOWA

By: _____
JEFFREY A. POMERANZ, City Manager

ATTEST:

By: _____
AMY STEVENSON, City Clerk

STATE OF IOWA)
) ss:
LINN COUNTY)

On this 17th day of December, 2013, before me a Notary Public in and for said County, Jeffrey A. Pomeranz personally appeared and Amy Stevenson to me personally known, who being duly sworn, did say that they are the City Manager and City Clerk, respectively of the City of Cedar Rapids, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said City Manager and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

(Seal)

Notary Public in and for Linn County, Iowa

CEDAR RAPIDS DEVELOPMENT GROUP LLC

By: _____
STEPHEN C. GRAY, Chairman

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this ____ day of _____, 2013, before me a Notary Public in and for said County, Stephen C. Gray personally appeared and to me personally known, who being duly sworn, did say he is Chairman of Cedar Rapids Development Group LLC, created and existing under the laws of the State of Iowa, and that said instrument was signed on behalf of said limited liability company and acknowledged to be the free act and deed of said limited liability company by him voluntarily executed.

(Notary Seal)

Notary Public in and for Linn County, Iowa
My commission expires:_____

EXHIBIT A

[CRDG Development Real Estate (Casino location)]

EXHIBIT B

[Parking Facility Land]

EXHIBIT C

[Description of Parking Facility]

A multi-story Parking Facility containing approximately 1,000 parking spaces, public restrooms, and a connecting skywalk over First Avenue West.

The Parking Facility shall include flood protection with respect to the First Street NW side of the Parking Facility.

EXHIBIT D

OPERATING EXPENSES

Operating Expenses include the following:

1. Staffing (maintenance, cleaning, security, customer service)
2. Utilities (phone, electric, water, etc.)
3. Snow/ice removal and treatment
4. Maintenance contracts
5. Property Maintenance (general damage repair, painting, etc.)
6. Supplies (replacement lights, cleaning supplies, bathroom supplies, etc.)
7. Striping and other painting
8. Security

Operating Expenses does not include Capital Maintenance as defined in this Use Agreement.

EXHIBIT E

Maintenance Agreement Follows

EXHIBIT F

Memorandum of Agreement See Section 4.12(12)

**MAINTENANCE AND SECURITY SERVICES AGREEMENT BETWEEN THE
CITY OF CEDAR RAPIDS, IOWA AND
CEDAR RAPIDS DEVELOPMENT GROUP, LLC**

This Maintenance and Security Services Agreement (the "Agreement") is made this 17th day of December 2013, between the City of Cedar Rapids, Iowa ("City"), and Cedar Rapids Development Group, LLC ("CRDG").

WHEREAS, City and CRDG have entered into the Development Agreement (the "Development Agreement") dated August 23, 2013, which in part provides for City to provide a parking ramp and connecting skywalk (the "Parking Facility"); and

WHEREAS, CRDG has agreed to pay the reasonable and necessary operating costs for the operation, security, repair, and maintenance of the Parking Facility pursuant to a Parking Facility Use Agreement dated as of December 17, 2013 (the "Use Agreement"); and

WHEREAS, Paragraph 1.1(2) of the Use Agreement provides that following the opening of the Parking Facility, CRDG will provide for the maintenance and security requirements of the Parking Facility as further provided herein.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. PURPOSE AND DESCRIPTION. CRDG hereby agrees to provide the maintenance and security for the Parking Facility according to the terms and provisions of this Agreement.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall commence upon the opening of the Parking Facility and shall continue for the term of the Use Agreement. Upon any termination of the Use Agreement, this Agreement also shall terminate..

SECTION 3. MAINTENANCE AND OPERATION.

3.1. Maintenance. CRDG shall perform the following maintenance on the Parking Facility:

- (1) Regular and routine maintenance of the Parking Facility shall be performed, which shall include, but not be limited to, daily pickup of trash and debris, daily cleaning of lobbies on all floors, all stairs, landings, elevators, and restrooms, replacing of lamps and restroom supplies (lamps, disposable restroom supplies, general lawn care, maintenance, and replacement of landscaping, and cleaning supplies shall be furnished by CRDG) and other routine care of the Parking Facility.
- (2) Necessary special maintenance operations as circumstances require shall be performed, including, but not limited to, removal of snow, ice and slush from entrances, exits, steps and sidewalks, general lawn care and maintenance of the landscaping.
- (3) Sweeping and cleaning of the Parking Facility on an as needed basis but not less than monthly.

(4) All preventive maintenance described in the attached Exhibit A, at the times indicated therein.

(5) CRDG shall purchase or lease all equipment necessary to provide the services herein.

3.2. Services. CRDG shall provide and perform the following services for the Parking Facility:

(1) Security services including, but not limited to as follows: (i) providing assistance to Parking Facility tenants with problems in entering and exiting the Parking Facility; (ii) monitoring and responding to all security equipment; (iii) maintaining an emergency plan covering emergencies occurring in the Parking Facility (iv) routine patrolling of the Parking Facility by security personnel; and (v) monitoring of security cameras.

(2) Such other services as City may reasonably require from time to time that are necessary to maintain and operate the Parking Facility in a manner consistent with the standards of operation of other parking facilities in the City of Cedar Rapids.

SECTION 4. RIGHT TO INSPECT AND MAKE REPAIRS.

4.1. City shall have the right anytime to:

(1) Inspect the Parking Facility.

(2) Perform maintenance and make repairs and replacements in any case where CRDG is obligated to do hereunder and where CRDG has failed, after reasonable notice, to do so, in which event CRDG shall reimburse City for the cost thereof, promptly upon demand.

(3) Perform maintenance and make repairs and replacements in any case where City determines that it is necessary or desirable, to do so, in order to preserve the safety of the facilities or to correct any condition likely to cause injury or damage to persons or property.

SECTION 5. STANDARDS OF SERVICE. It is the policy of City that the Parking Facility shall be operated in an efficient manner, giving the best possible service to the public. CRDG agrees to cooperate at all times in support of this policy and to manage and operate the Parking Facility in accordance with the terms and conditions of this Agreement.

SECTION 6. INSURANCE REQUIREMENTS. CRDG shall acquire and maintain at its own expense insurance for the Parking Facility in form, coverages and amounts that satisfy Section 5 of the Use Agreement. Before assuming operation of the Parking Facility, CRDG shall submit to City certificates of insurance required under this Section. City shall provide general liability insurance coverage for City, its officers and employees, and fire and casualty insurance coverage for the Parking Facility.

SECTION 7. PAYMENT OF EXPENSES. Operating costs for the Parking Facility shall be paid by CRDG as provided in the Use Agreement and this Agreement. Capital maintenance items shall be paid from the Capital Maintenance Fund described in Section 1.2 of the Use Agreement.

SECTION 8. EVENT OF DEFAULT; REMEDIES. Any failure by CRDG to substantially observe or perform any maintenance responsibility or other covenant, condition or obligation on its part to be performed under this Agreement shall constitute an Event of Default. Whenever an Event of Default occurs and is continuing, after the giving of written notice by the City to CRDG of such default, and such default has not been cured within sixty (60) days following such notice, the City may terminate this Agreement or take any other action, including any legal, equitable or administrative action, which may appear necessary or desirable under this Agreement or to enforce performance and observance of any obligation, agreement or covenant under this Agreement.

SECTION 9. ASSIGNMENT. CRDG shall not, at any time, assign this Agreement or any part hereof, without the prior written consent of City; provided, however, CRDG may assign this Agreement to its successor in interest to the CRDG Real Estate (as defined in the Use Agreement) that is served by the Parking Facility that is approved by the City under the Development Agreement, during the term of the Development Agreement or thereafter to such party only with written notice to the City. CRDG shall provide City with notice of the assignment. If this Agreement is assigned to a successor in interest to the CRDG Real Estate served by the Parking Facility that is so approved by the City (if required during the term of the Development Agreement), and such party assumes, in writing, the obligations of CRDG under this Agreement, then CRDG shall be released from such obligations for the period following the giving of written notice to the City of such assignment.

SECTION 10. GENERAL PROVISIONS.

10.1 Compliance With Law. CRDG shall comply, at all times during the term of this Agreement, with all applicable ordinances and laws of the City of Cedar Rapids, county, or state government or of the United States Government, and of any political division or subdivision or agency authority or commission thereof that may have jurisdiction to pass laws or ordinances with respect to the Parking Facility.

10.2 Reservation Of Rights. Any and all rights and privileges not granted to CRDG by this Agreement are hereby reserved for and to City.

10.3 Governing Law. This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Iowa.

10.4 Nonwaiver of Rights. No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

10.5 Severability. If one or more clauses, sections, or provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remainder and application hereof of such provision shall not be affected thereby,

provided, however, that if any provisions herein allowing termination of this Agreement by City in its discretion shall be held to be unlawful, invalid, or unenforceable, then this entire Agreement shall be void.

10.6 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

10.7 Force Majeure. Neither party will be liable for delays in performance caused by acts of God or government authority, strikes, or labor disputes, or other cause beyond the reasonable control of that party.

10.8 Entire Agreement. This Agreement, together with all the Use Agreement and exhibits attached hereto and thereto, constitute the entire Agreement between the parties hereto, and all other representations or statements heretofore made, verbal, or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

10.9 Partnership Disclaimer. It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto.

10.10 Agreement Construction. Words and phrases herein shall be construed as in the singular or plural, number, and a masculine, feminine, or neuter gender, according to the context.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its City Manager and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its Chairman, all on or as of the day first written above.

(SEAL)

CITY OF CEDAR RAPIDS, IOWA

By: _____

JEFFREY A. POMERANZ, City Manager

ATTEST:

By: _____

AMY STEVENSON, City Clerk

STATE OF IOWA)

) ss:

LINN COUNTY)

On this 17th day of December, 2013, before me a Notary Public in and for said County, Jeffrey A. Pomeranz personally appeared and Amy Stevenson to me personally known, who being duly sworn, did say that they are the City Manager and City Clerk, respectively of the City of Cedar Rapids, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said City Manager and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

(Seal)

Notary Public in and for Linn County, Iowa

CEDAR RAPIDS DEVELOPMENT GROUP LLC

By: _____
STEPHEN C. GRAY, Chairman

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this _____ day of December, 2013, before me a Notary Public in and for said County, Stephen C. Gray personally appeared and to me personally known, who being duly sworn, did say he is Chairman of Cedar Rapids Development Group LLC , created and existing under the laws of the State of Iowa, and that said instrument was signed and sealed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company by it voluntarily executed.

(Seal)

Notary Public in and for the State of Iowa

PREVENTATIVE MAINTENANCE SCHEDULE

The following chart shows the frequency of performing the required maintenance. In the chart, "R" denotes the recommended frequency, "M" denotes the bare minimum frequency, "P" denotes a required professional inspection. For those tasks with "M" only, the minimum frequency is also the recommended frequency.

Maintenance task Frequency	D	W	M	Q	S	A	N
OPERATIONAL							
1. Cleaning							
Sweeping local areas	R	M					
Complete ramp sweep down		R	M				
Sweep debris that collects in expansion joints		R	M				
Empty trash cans	R	M					
Clean restrooms	M						
Cashier booths - floors, fixtures	R	M					
walls, windows		R	M				
Elevators - floors, door tracks	R	M					
windows		R	M				
Stairs -floors, door tracks		R	M				
walls, windows			R	M			
Lobby	M						
Complete ramp floor wash down with power wash				R		M	1
Parking control equipment - directional signage		R	M				
Remove ponding water							2
Ice and snow removal							2
2. Doors and Hardware							
Doors close and mechanisms work properly	R	M					
Lubrication - adjustment			R		M		
3. Electrical System							
Check light fixtures, switches and operation		R	M				
Relamp light fixtures							2
Distribution panels					R	P	
Fire control system, if applicable		R	M			P	3
Emergency generator, if applicable			M				
4. Elevators							
Check for normal operation	R	M					
Check Indicator panels and lights	R	M					
Preventative maintenance service						P	3
5. Heating, Ventilation and Air Conditioning (HVAC)							
Check for proper operation		R		M			
Preventative maintenance service					M	P	3
6. Parking Control System							
Check for proper operation	R	M					
Preventative maintenance service						P	3

Maintenance task Frequency	D	W	M	Q	S	A	N
7. Plumbing and drainage systems							
Check for proper operation							

Sanitary facilities	R	M					
Irrigation, if applicable			R		M		
Floor drains		M					
Flush floor drain system every spring					M		
Sump pump		R	M				
Fire protection system, if applicable			M				
Drain water system for winter						M	
8. Roofing and Waterproofing							
Check for leaks							
Roofing			R		M		
Joint sealant in floors			R		M		
Expansion joints			R		M		
Windows, doors and walls			R		M		
Floor membrane areas			R		M		
Check for deterioration					R	M	
9. Safety Checks							
Carbon monoxide monitor, if applicable	R	M					
Handrails and guardrails			R	M			
Exit lights			R	M			
Emergency lights			R	M			
Tripping hazards	R	M					
10. Security System							
Check for proper operation	M					P	3
AESTHETICS							
1. Plumbing and drainage systems							
Check for proper operation							
Sanitary facilities	R	M					
Irrigation, if applicable			R		M		
Floor drains		M					
Flush floor drain system every spring					M		
Sump pump		R	M				
Fire protection system, if applicable			M				
Drain water system for winter						M	
2. Roofing and Waterproofing							
Check for leaks							
Roofing			R		M		
Joint sealant in floors			R		M		
Expansion joints			R		M		
Windows, doors and walls			R		M		2
3. Landscaping, sidewalks							
Remove trash	R	M					
Planted areas		M					

Maintenance task Frequency	D	W	M	Q	S	A	N
STRUCTURAL EXAMINATION AND EVALUATION							
Concrete deterioration			R		M	P	

Concrete cracking			R		M	P	
Post tension anchors						P	
Water leakage and penetration		R		M		P	
Expansion Joints				R	M	P	
Guard rails and wires			R		M	P	
Stair tower structure			R		M	P	
Concrete membranes and coatings			R		M		

Notes:

1. Wash down with power washing equipment is recommended on a quarterly schedule. If performed less often, at a minimum, power washing should be performed in the spring. The work may be performed by the onsite employee if trained in equipment operation. Otherwise, professional cleaners may be required.

2. Perform as needed.

3. This equipment should be under a service contract for regular preventative maintenance and emergency service. The equipment manufacturer's recommendations for inspection and preventative maintenance should be followed.



Council Agenda Cover Sheet 2nd and possible 3rd Ordinance Reading

Submitting Department: Public Works Department

Presenter at meeting: Gary Petersen
E-mail Address: g.petersen@cedar-rapids.org

Phone Number/Extension: 5847

Alternate Contact Person: Doug Wilson
E-mail Address: d.wilson@cedar-rapids.org

Phone Number/Extension: 5141

Description of Agenda Item: ☐ Consent Agenda ☒ Regular Agenda ☒ Map

Second and possible third reading of an Ordinance granting an electric energy franchise to Linn County Rural Electric Cooperative Association. CIP/DID #41-14-011

Background:

Linn County Rural Electric Cooperative (REC) Association provides electric service to customers on the perimeter of Cedar Rapids. City Council Resolution No. 139-1-92, dated January 15, 1992, approved an Agreement Allowing Use of Public Streets, Alleys and Ways to Linn County REC.

The Code of Iowa allows cities to enact a franchise fee up to 5% to cover the costs associated with managing the right-of-way and franchise agreements. Interstate Power and Light Company (IP&L) provides electric service to most of Cedar Rapids and has an approved Franchise Ordinance, including a 2% franchise fee for the sale of electricity to customers within Cedar Rapids. Consideration of this Ordinance will provide similar provisions in the Franchise Ordinance with Linn County REC as with the existing Franchise Ordinance with IP&L, and implement a franchise fee of 2% with customers of Linn County REC to match the current franchise fee of IP&L. Estimated revenue for the franchise fee with Linn County REC is \$100,000 per year. Based on the proposed 3rd reading of the Ordinance and publication date, the effective date for collection of the franchise fee is June 23, 2014.

A Public Hearing was held on December 3, 2013 in which no objections were heard.

December 3, 2013 - 1st reading of the Ordinance was held and passed.

Action / Recommendation:

Public Works recommends passing the second and third readings of the ordinance.

Alternative to the Recommendation:

Leave the current Agreement approved on January 15, 1992 in place. This alternative does not provide City the revenue to manage the right-of-way or the Agreement, and maintains an inequity between the customers of IP&L and Linn County REC.

Time Sensitivity: Normal

Resolution Date: Proposed timeline as follows:

Public Hearing Date and 1st reading of Ordinance: December 3, 2013

2nd and possible 3rd reading of Ordinance: December 17, 2013

Publication of Ordinance: December 23, 2013

Estimated Presentation Time: 0 Minute(s)

Budget Information (if applicable): Estimated franchise fee revenue: \$100,000 per year

Local Preference Policy: Applies ☐ Exempt ☒

Explanation: This does not fit the criteria outlined in the policy and therefore, does not apply.

Recommended by Council Committee: Yes ☒ No ☐ N/A ☐

Explanation (if necessary): Ordinance recommended for consideration at July 2013 Infrastructure Committee.

ORDINANCE NO.

AN ORDINANCE GRANTING LINN COUNTY RURAL
ELECTRIC COOPERATIVE ASSOCIATION, AN IOWA
COOPERATIVE, A FRANCHISE FOR TWENTY FIVE (25) YEARS TO
OPERATE AN ELECTRIC UTILITY WITHIN THE CITY OF
CEDAR RAPIDS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA,
as follows:

Section 1. Introduction.

There is hereby granted to Linn County Rural Electric Cooperative Association, hereinafter referred to as the "Cooperative", its successors and assigns, the right and franchise to construct, reconstruct, repair, maintain and operate in the City of Cedar Rapids, Linn County, Iowa, systems for the distribution of electric power, and the right to construct, reconstruct, repair, maintain and operate the necessary poles, lines, wires, conduits and other appliances for the distribution of electric power and energy along, under and upon the streets, avenues, alleys and public ways in the City of Cedar Rapids, Linn County, Iowa; also the right to erect and maintain upon the streets, avenues, alleys and public ways, distribution lines through the said City of Cedar Rapids, Linn County, Iowa to supply individuals, corporations, communities and municipalities both inside and outside of said City with electric light and power for the period of twenty-five (25) years, after which such period the franchise shall expire. However, the City of Cedar Rapids shall retain the right to terminate this right and franchise effective at the end of the tenth (10th), fifteenth (15th), and twentieth (20th) year anniversary of the Anniversary Date as defined within. In order to exercise this right to terminate the right and franchise granted to the Cooperative, the City of Cedar Rapids must give written notice to the Cooperative no later than six (6) months prior to expiration of the respective Anniversary Date. The Anniversary Date shall be the date this franchise is published following signature by the Mayor.

Section 2. Indemnification.

The Cooperative shall indemnify, defend and hold City harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorney's fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public ways in the City, a default of this franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws; provided, however, that the Cooperative shall not be obligated to defend, indemnify or save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or contractors. The Cooperative shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under the Cooperative and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon.

The Cooperative shall maintain commercial general liability insurance coverage, or its equivalent, throughout the term of this franchise, so as to protect and indemnify City from suits or claims arising out of Cooperative's negligent acts subject to policy terms and conditions. Such insurance shall be comprehensive in nature, including, but not limited to, contractual liability. In addition, such insurance shall contain limits not less than \$1,000,000 combined single-limit person injury and property damage. Cooperative's failure to meet this insurance requirement shall not relieve Cooperative of its responsibilities under this franchise. Upon proof of financial responsibility to the reasonable satisfaction of City, Cooperative may be allowed to self-insure the coverages indicated herein resulting from the negligent acts or omissions of Cooperative, Cooperative's agents or employees. Cooperative shall provide City with certificates of insurance or a letter of self-insurance upon request.

The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Cooperative's indemnification obligations under this franchise shall survive the expiration, cancellation, or termination of this franchise in accordance with applicable statutes of limitation in force within the state of Iowa.

Section 3. Meters and Service Lines.

The Cooperative, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Cooperative's tariff filed with the Iowa Utilities Board.

Section 4. Relocation.

The Cooperative shall, at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Cooperative to relocate its existing facilities or equipment as the result of the initial request of a commercial or private developer or other non-public entity, the Cooperative shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall give the Cooperative reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Cooperative of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Cooperative, and the City shall utilize reasonable efforts to assist Cooperative in securing an easement or other continued rights of record to continue to operate and maintain its facilities upon such relocation.

Section 5. System Plans and Maps

Mapping information provided to the City by the Cooperative on a project-specific basis shall be in the format utilized by the Cooperative and shall be for the exclusive use of the City in administering the use and occupancy of the public right-of-way within the City and shall not be provided to or relied on by any person for any other purpose. Cooperative does not warrant or guarantee the accuracy of any information provided pursuant to this Section. Cooperative maps only show equipment and facilities that are above ground. At the request of the City, mapping information will be reviewed with the City staff. All reviews will be in compliance with applicable laws and regulations. Excavation permits and traffic control for work within public right-of-way will be in conformance with the latest Cedar Rapids Municipal Code. Prior to any excavating in the rights-of-way, both parties shall follow the procedures set forth in Iowa Code Chapter 480 or an entity with a similar function utilized by the City and the Cooperative, currently the Iowa One-Call System.

Section 6. Annual Planning Meeting.

Cooperative operations staff will, at the request of the City, attend an annual meeting with the City Public Works staff, utility staff and other interested city entities to discuss utility reliability standards, including comparisons to regional and national reliability statistics, annual and long-term construction planning for the Cooperative and City, tree trimming plans and other related items. This will not replace any periodic meetings needed on specific projects and issues.

Section 7. Reliability

The system authorized by this Ordinance shall be reliable and shall be of sufficient capacity to supply all reasonable demands of said City and its inhabitants thereof and shall be maintained in compliance with Iowa Utilities Board regulatory standards and industry standards for reliability.

Section 8. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves, for specific projects addressed at the annual planning meeting, as referenced in Section 6. When requested, the Cooperative will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for the project, the City will be responsible for the incremental cost of undergrounding, defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Cooperative will install the underground facilities. The Cooperative reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Cooperative to make such a request. The City shall cover all costs related to this work. If undergrounding of distribution or service lines requires members of the Cooperative to make adjustments to member-owned electrical systems, the City bears the responsibility of communication with those members and, if it chooses, the cost of converting the member's utility entrance from overhead to underground. The Cooperative reserves the right to review all of the City's communication with its members.

Section 9. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 10. Continuous Service.

Service to be rendered by the Cooperative under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Cooperative's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 11. City Use of Cooperative Facilities.

The Cooperative, upon request of the City, and without cost to it, may permit its poles, conduits and other distribution facilities, so far as may be done without interfering with the free use its own wires and fixtures, to be used for the purpose of maintenance thereon any control wires and other appurtenances which may be necessary for any use by the City. The City will provide no less than 30 days notice to the Cooperative before using the Cooperative poles and the Cooperative will provide no less than 30 days notice prior to changing a pole being used by the City unless for an emergency situation such as safety or the restoration of power. The City shall defend, indemnify, and hold the Cooperative harmless from any and all causes of action for injury, litigation or damages which may arise out of or by reason of the placing or maintenance of such control wires and other appurtenances by the City upon facilities of the Cooperative, provided such causes of action did not arise out of the negligence of the Cooperative. Such

control wires and other appurtenances shall meet all applicable codes, rules and regulations that may be in effect. Specifically, all installation of said wires and appurtenances shall be conditioned upon compliance with the safety rules of the Cooperative, as well as the requirements of the National Electric Safety Code (NESC) or other safety requirements as adopted by the Iowa Utilities Board under 199 IAC Chapter 25. If the Cooperative has the need for space utilized by the City, including conduits, the City will, within a reasonable period of time, remove said control wires and appurtenances or will, at its own cost, provide the Cooperative with a reasonable alternative location that similarly allows expansion of the electric distribution system serving the electric members, without disrupting Cooperative operations.

Section 12. Emergency Training, Participation and Communication.

Each year, the Cooperative will, at the request of the City, participate in one emergency training event and will participate in Linn County Emergency Operations Center activation if requested by the City, and if deemed appropriate by the Cooperative. The Cooperative will maintain a direct phone connection with Cedar Rapids Police Dispatch or other emergency contact as determined by the City for emergency communications.

Section 13. Energy Efficiency and Renewable Energy.

The Cooperative will provide the City energy efficiency materials and incentive forms for display in the building permit department and other City departments as requested by the City. The Cooperative will participate in neighborhood and community events, when possible, and upon a request from the City or neighborhood organization, to encourage City residents to utilize the Cooperative's energy efficiency programs.

Section 14. Future Agreements.

The Cooperative, upon request of the City, shall explore with the City agreements that are mutually beneficial, and economically feasible to both parties, for interconnection of alternative energy electrical facilities, use of facilities and purchase of excess alternatively produced power, in a timely manner, adhering to all Federal, State or local codes, rules and regulations in effect at the time of agreement. The Cooperative will work with the City for fair regulatory treatment of such projects. Agreements are subject to generation reliability requirements.

Section 15. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Cooperative.

Section 16. Repeal of Conflicting Ordinances.

All Ordinances, or parts of Ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 17. Street Lights.

At the request of the City, Cooperative shall provide the City with a count of streetlights. If the City would at any time desire to purchase the Cooperative's street lights located within the City, the Cooperative agrees to negotiate the sale of such street lights. The terms and conditions of such a sale will include that the street lights will be purchases at a mutually agreed price and on an as is, where is basis. Upon sale, City shall assume all risk and loss related to the operation and maintenance of the purchased street lighting. Any agreement will require the City to purchase all street lights in the corporate limits of the City that are owned by the Cooperative.

Section 18. Franchise Fee.

In its monthly billing Cooperative shall include a franchise fee of two percent (2%) on the gross receipts from the sale of electricity for customers within the limits of the City of Cedar Rapids, Linn County, Iowa. The Cooperative shall commence collecting the two percent (2%) franchise fee within six months of the Anniversary Date. The franchise fee may increase up to a maximum of five percent (5%) as allowed by law. The franchise fee shall not be assessed to the city as a customer per Iowa Code Chapter 364.2(f). City shall be solely responsible for the

proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law. Collection of the franchise fee shall cease at the earlier of the City's repeal of the franchise fee or the end of the Ordinance term. Notwithstanding the foregoing, the collection of any franchise fee shall be in accordance with applicable law, including but not limited to any limitations upon the collection of such franchise fee.

Section 19. Application of Fee.

The franchise fee shall be applied to all member bills in accordance with Iowa Code Chapter 364.2(f) and 423B.5, as amended, and subject to any modifications or the repeal of same. The Cooperative shall not grant exemptions or refunds of the franchise fee beyond that granted by the Code of Iowa applicable at the time of such exemption or refund. If at any time the Iowa Utilities Board or another authority have proper jurisdiction, prohibits the collection or payment of a franchise fee, the Cooperative shall be relieved of its obligation to collect and pay to the City the franchise fee.

Unless the City and the Cooperative jointly determine otherwise, the Cooperative will commence collecting franchise fees on or before the first Cooperative billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee. This information shall include, but not be limited to a copy of the City's revenue purpose statement and written proof of legal adoption and publication of the revenue purpose state, Cooperative's list of City utility accounts exempt per Iowa law from the franchise fee.

Section 20. Administrative Charge For Franchise Fee.

The franchise fee may include an additional charge equal to .06 percent (0.06%) on the gross receipts from the sale of electricity for members within the limits of the City of Cedar Rapids, Linn County, Iowa. Said additional charge will be retained by the Cooperative to cover the administrative and related expenses incurred by Cooperative to accommodate City's franchise fee and shall only apply when a franchise fee is being collected pursuant to Section 18. The Cooperative must notify the City of its intent to add this administrative charge to the franchise fee.

Section 21. Limitations to Company Obligations on Franchise Fee.

City agrees that Cooperative's obligations related to the franchise fee are limited to those obligations set forth in Sections 18, 19 and 20. City further agrees to bear all costs (including attorney fees), and to defend, indemnify and hold Cooperative harmless from any and all liability, claims or causes of action associated with disputes related to the billing and/or collection of the franchise fee, provided that the City shall not be obligated to bear such costs or to defend, indemnify and hold Cooperative harmless if such disputes is the result of inaccurate billing by the Cooperative.

Section 22. Annexation Under Franchise Fee.

Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the limits of said City, the City Clerk shall provide written notification to an officer of the Cooperative of such annexation or change in the limits of said City, and the Cooperative shall apply the franchise fee to its members who are affected by the annexation or change in the limits of the City, commencing no later than six (6) months from the effective date of the annexation.

Section 23. Franchise Fee Billing.

The sum of such additional charges for the franchise fee and any additional charges related to Sections 18 and 20 above shall be shown separately on the utility bill to each member.

Section 24. Franchise Fee Payments.

The Cooperative shall remit collected franchise fees to the City on a quarterly basis, within thirty (30 days after last day of the last revenue month of the quarter.

Section 25. Franchise Fee In Lieu of Other Payments.

The franchise fee shall be the only fee paid by Cooperative to the City related to the use of City's right-of-way, streets, avenues, alleys and public ways in the said City. Specifically the franchise fee is in lieu of any permit charges associated with any ordinance or other requirement related to excavations in the public right of way.

Section 26. Rates.

The Cooperative shall supply electric energy to members within the City of Cedar Rapids at just and reasonable rates. It is recognized that under the statutes of the State of Iowa, the Iowa Utilities Board of the Iowa Department of Commerce is vested with legal authority to supervise, fix or change rates and charges authorized to be charged by the Cooperative to electric energy consumers. In the event rates or charges in general, or any class or type of rate or charge shall, during the term of this franchise, cease to be regulated by any state or federal agency, the City Council reserves the right to regulate such rates within the City with the costs of such regulation to borne by the Cooperative as a part of its cost of doing business, and reflected in its rates.

Section 27. Compliance with City Ordinances.

The Cooperative shall at all times during the term of this franchise ordinance conform with, submit to, and carry out the revisions of any and all valid ordinances existing or as hereafter lawfully enacted relating the City's exercise of its police powers.

Section 28. Eminent Domain

The Cooperative is granted the right of eminent domain for the purposes set forth herein, or to access its current or future facilities, as provided in Section 364.2 of the Code of Iowa, as amended, or pursuant to any other statutory authority granted through the City during the term of this franchise. Notwithstanding the foregoing, and limited to the exercise of eminent domain related to the construction of new distribution facilities in the public right of way, the Cooperative agrees to provide thirty (30) days written notice to the City prior to exercising such right.

Section 29. Closing.

This franchise ordinance sets forth and constitutes the entire agreement between the Cooperative and the City of Cedar Rapids with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Cooperative. Upon the effective date, this franchise ordinance shall supersede, abrogate and repeal any of the rights granted to the Cooperative pursuant to Cedar Rapids City Council Resolution No. 139-1-92, dated January 15, 1992, or any other agreement related thereto between the Cooperative's predecessor in interest and the City of Cedar Rapids. Except as set forth in Section 28, in no event shall the City of Cedar Rapids enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Cooperative, or which delay utility operations with respect to the rights contained herein.

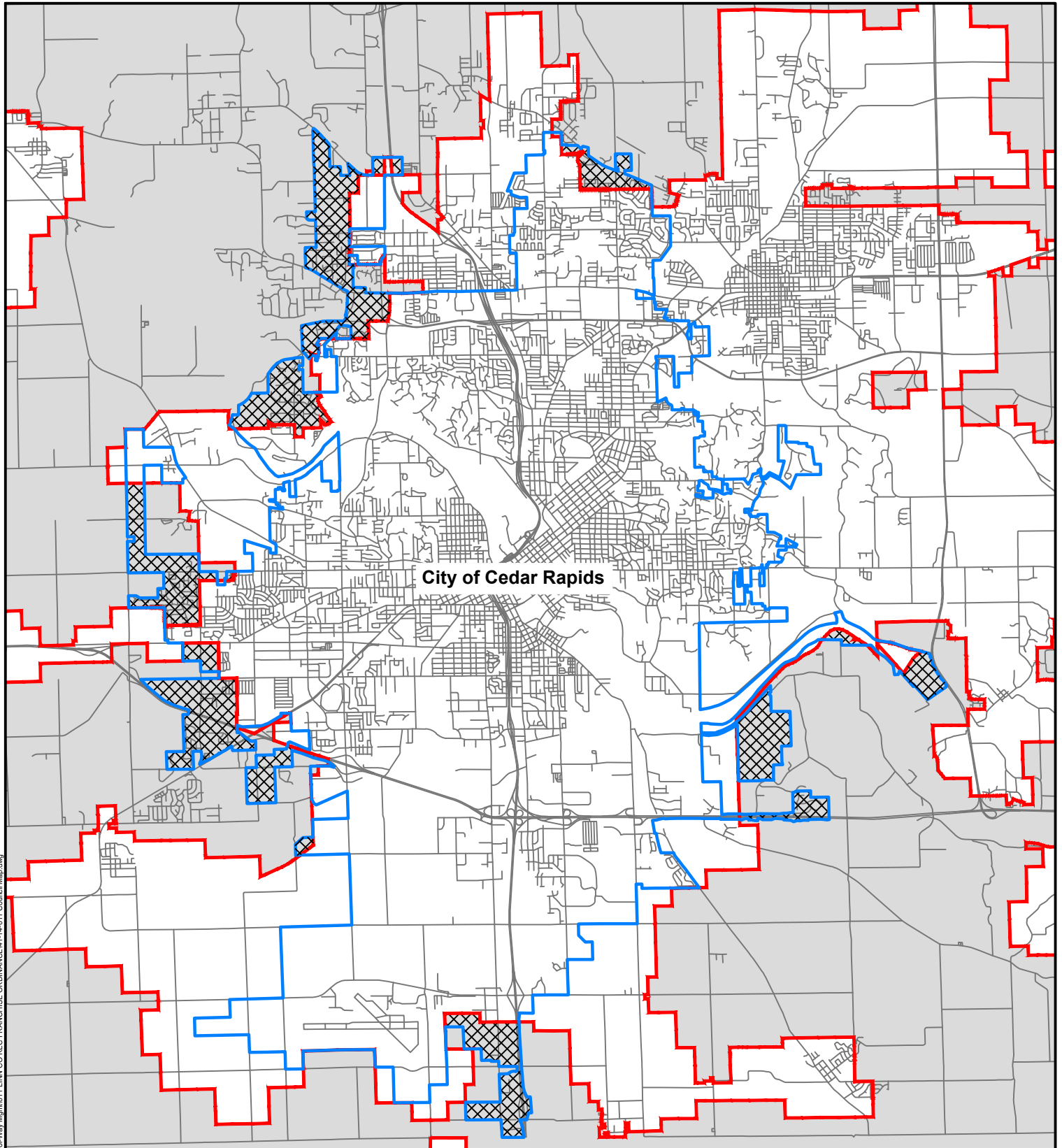
Section 30. Separability of Provisions. It is the intention of the Council that each section, paragraph, sentence, clause, and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof other than that affected by such decision.

Section 31. This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Section 32. The changes as provided in this Ordinance shall be made a part of the replacement pages of the Municipal Code, City of Cedar Rapids, Iowa, and made a part of said Code as provided by law.

Section 33. All ordinances or parts of ordinances in conflict with any provision of this Ordinance are hereby repealed.

Passed this _____ day of _____, 2013.



LEGEND

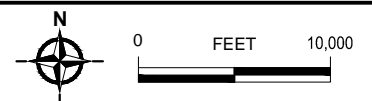
 **CITY OF CEDAR RAPIDS
CORPORATE LIMITS**

 **LINN COUNTY REC
FRANCHISE AREA**

 **LINN COUNTY REC
FRANCHISE AREA
WITHIN CEDAR RAPIDS**



LINN COUNTY REC FRANCHISE ORDINANCE





Council Agenda Item Cover Sheet

Council Meeting December 17, 2013
Date:

Submitting Department: Community Development

Presenter at meeting: Seth Gunnerson
Email: s.gunnerson@cedar-rapids.org

Phone Number/Ext: 319 286-5129

Alternate Contact Person: Jennifer Pratt
Email: j.pratt@cedar-rapids.org

Phone Number/Ext: 319 286-5047

Description of Agenda Item: ☐ **Consent** ☒ **Ordinance** ☐ **Regular Agenda**

Second and possible Third Reading to consider expansion of the Downtown Cedar Rapids Self-Supported Municipal Improvement District (SSMID). CIP/DID #572853

Background:

On July 26, 2013 the City received a petition from property owners in downtown Cedar Rapids to expand the Downtown Self-Supported Municipal Improvement District (Downtown SSMID) to include approximately 8 square blocks of land in SE Cedar Rapids.

The proposed expansion closes a gap that was created by the establishment of the MedQuarter SSMID in 2011. The identified properties are completely surrounded by the two districts. The expansion area is the only property west of 10th Street SE and north of 8th Avenue SE in the core of the City that is not currently in a SSMID district. A map of the proposed expansion area is attached to this cover letter.

The Downtown SSMID was established in 1986 in order to provide streetscape and beautification improvements, encourage development, and promote the district. In 2007 the District was renewed for 10 additional years, continuing until 2017. Property within the expansion area will be taxed at the same rate as the overall SSMID, which is currently capped at \$2.75 per thousand dollars of assessed value. The petition states that money generated from the assessment will be used for:

- Downtown Economic Development Programs
- Communications and Advocacy
- Capital Improvements downtown
- Enhanced Maintenance
- Parking Management

City Planning Commission reviewed the petition on September 19, 2013 and unanimously recommended approval. Based on Council action, a public hearing was held on October 22, 2013.

At the October 22nd Public Hearing, no objections were raised by affected property owners or

citizens. State law requires a 30 day waiting period before action can be taken by City Council. To date the City has not received any written petitions objecting to the proposed expansion of the Downtown SSMID.

The First Reading of the proposed ordinance will be held on December 3, 2013.

Action / Recommendation:

City staff recommends approval of the Second and possible Third Reading.

Alternative Recommendation:

City Council may table and request additional information.

Time

Sensitivity: N/A

Resolution

Date: N/A

Estimated Presentation

Time: 0 Minutes

Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☐ N/A ☒

Explanation:

Recommended by Council Committee Yes ☐ No ☒ N/A ☐

Explanation (if necessary):

Update was provided to Development Committee on September 25, 2013.

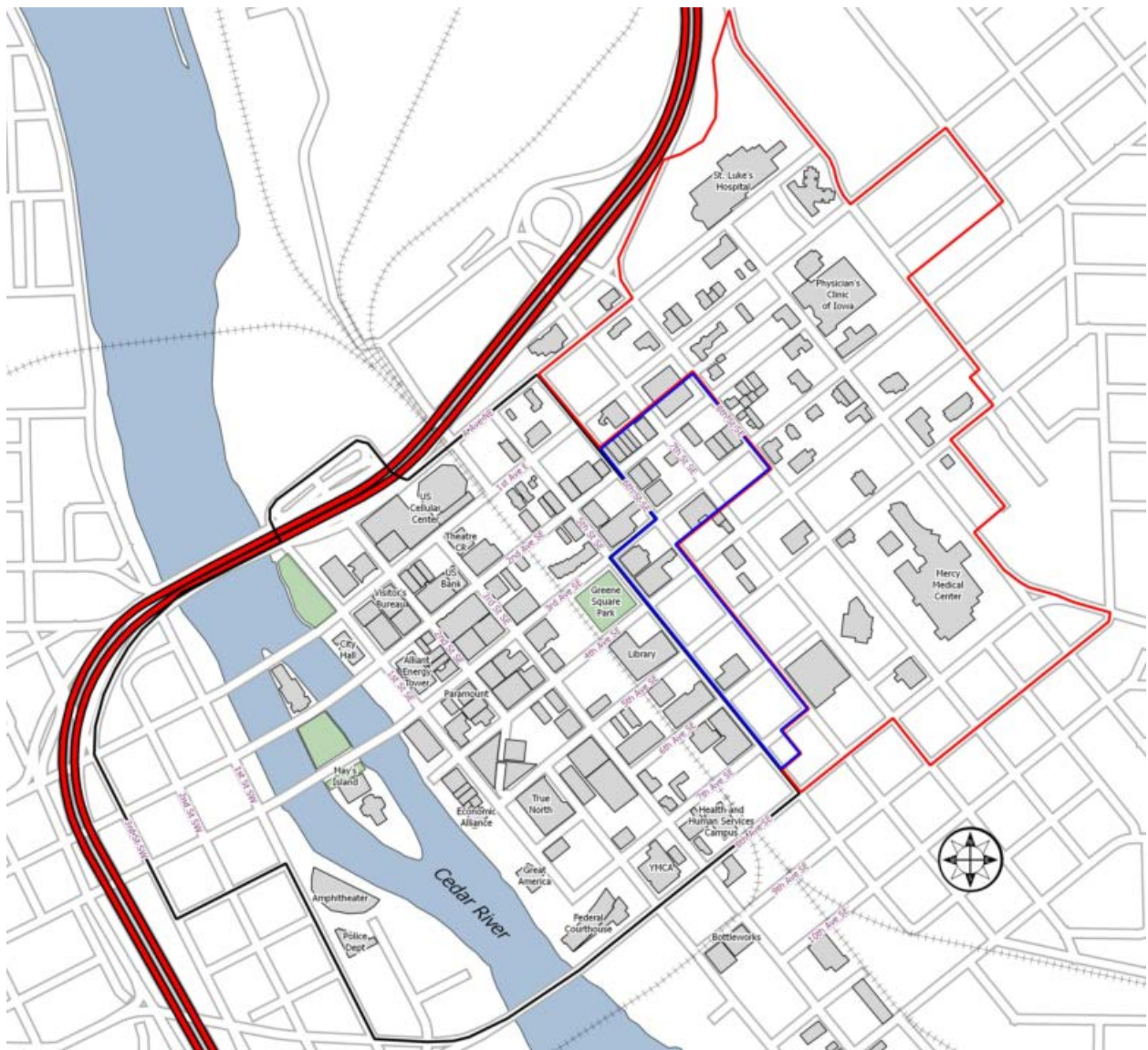


Diagram 1 – Proposed Downtown SSMID Expansion Area (blue outline)

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 28 OF THE MUNICIPAL CODE OF THE
CITY OF CEDAR RAPIDS, IOWA, ESTABLISHING THE DOWNTOWN SELF-
SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT BY AMENDING
CERTAIN SUBSECTIONS THEREOF TO EXPAND THE AREA OF THE
DISTRICT

WHEREAS, the City of Cedar Rapids, in the County of Linn, State of Iowa, is authorized by Chapter 386, Code of Iowa (the 'Act'), to create a self-supported municipal improvement district, as defined by the Act, in the City, to provide for the existence and operation of such district, to provide for improvements or self-liquidating improvements, as defined by the Act, for such district, to authorize and issue bonds for the purpose of such district and to levy such taxes as are authorized by the Act with respect to such district; and

WHEREAS, the Downtown Self-Supporting Municipal Improvement District was established in 1986, and renewed by the City of Cedar Rapids in 2007 to extend for a period of 10 years, continuing until June 30, 2017; and

WHEREAS, there was filed with the City Clerk on the 26th Day of July, 2013, a petition petitioning the City Council to amend the Downtown Self-Supporting Municipal Improvement District (the 'Expansion Area') in accordance with the Act; and

WHEREAS, the petition is in all ways in complete compliance with the provisions of the Act; and

WHEREAS, upon receipt of the petition, the City Planning Commission did review the merits and feasibility of the petition on the 19th Day of September, 2013, and unanimously recommended the establishment of the District to the City Council; and

WHEREAS, the City Planning Commission has filed with the City Council an evaluative report on the merits and feasibility of the project petition, all in accordance with the Act; and

WHEREAS, subsequent to the filing of the aforementioned report, the City Council did set the 22nd Day of October, 2013, at 4:00 pm, in the City Council Chambers of City Hall, in the City, as the time and place for a meeting at which a Public Hearing would be held on the petition to amend the Downtown Self-Supporting Municipal Improvement District to include the proposed Expansion Area, and did in accordance with the Act public notice of such meeting as provided in Section 362.3 of the Code of Iowa, and written notice of such meeting was mailed to each owner of property within the proposed Expansion Area, which notice was mailed to such

property owners by certified mail not less than 15 days before such meeting as required by the Act; and

WHEREAS, at the aforementioned time and place, the Council did meet and hear owners of property in the Proposed District and residents of the City desiring to express their views with respect to the expansion of the District to include the proposed Expansion area; and

WHEREAS, at the aforementioned public hearing no objections were raised; and

WHEREAS, no petition has been filed with the City Clerk in objection to the proposed Expansion Area; and

WHEREAS, more than thirty days have passed since the holding of the public hearing referred to above and the Council may now act upon an ordinance to amend the boundaries of Downtown Self-Supporting Municipal Improvement District to include the proposed Expansion Area in accordance with the Act;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, as follows:

Section 1. Chapter 28, Downtown Self-Supporting Municipal Improvement District, is hereby amended by deleting Section 28.02 – Boundaries Designated, and the following Section 28.02 here is hereby adopted in lieu thereof:

The District shall include all property within the following described boundaries:

DOWNTOWN CEDAR RAPIDS SELF-SUPPORTED MUNICIPAL
IMPROVEMENT DISTRICT

Within the City of Cedar Rapids, County of Linn, State of Iowa, and beginning at the point of intersection of the easterly right-of-way line of Third Street SE and the southerly right-of-way line of Eighth Avenue SE;

Thence, westerly along the southerly right-of-way line of Eighth Avenue SE to the point of intersection with the southerly right-of-way line of Diagonal Drive SW;

Thence, westerly along the southerly right-of-way line of Diagonal Drive SW to the point of intersection with the westerly right-of-way of First Street SW;

Thence, northerly along the westerly right-of-way line of First Street SW to the point of intersection with the southerly right-of-way line of Fourth Avenue SW;

Thence, westerly along the southerly right-of-way line of Fourth Avenue SW to the point of intersection with the westerly right-of-way line of Third Street SW;

Thence, northerly along the westerly right-of-way line Third Street SW to the point of intersection with the southerly right-of-way line of Interstate I-380;

Thence, easterly along the southerly right-of-way line of Interstate I-380 to the point of intersection with the westerly right-of-way line of First Street NE;

Thence, northerly along the westerly right-of-way line of First Street NE to the point of intersection with the northerly right-of-way line of B Avenue NE;

Thence, easterly along the northerly right-of-way line of B Avenue NE extended to the point of intersection with the easterly right-of-way line of Fourth Street NE;

Thence, southerly along the easterly right-of-way line of Fourth Street NE to the point of intersection with the southerly right-of-way line of Interstate I-380;

Thence, easterly along the southerly right-of-way line of Interstate I-380 to the point of intersection with the easterly right-of-way line of Fifth Street NE;

Thence, southerly along the easterly right-of-way line of Fifth Street NE to the point of intersection with the northerly right-of-way line of A Avenue NE;

Thence, easterly along the northerly right-of-way line of A Avenue NE to the point of intersection with the easterly right-of-way line of Sixth Street NE;

Thence, southerly along the easterly right-of-way line of Sixth Street NE to the alley between First Avenue SE and Second Avenue SE;

Thence, easterly along the alley between First Avenue SE and Second Avenue SE to the point of intersection with the easterly right-of-way line of Eighth Street SE;

Thence, southerly along the easterly right-of-way-line of Eighth Street SE to the alley between Third Avenue SE and Fourth Avenue SE;

Thence, westerly along the alley between Third Avenue SE and Fourth Avenue SE to the point of intersection with the easterly right-of-way line of Sixth Street SE;

Thence, southerly along the easterly right-of-way-line of Sixth Street SE to the point of intersection with the southerly right-of-way line of Seventh Avenue SE;

Thence, westerly approximately 260 feet along the southerly right-of-way line of Seventh Avenue SE to the lot line between CARPENTER'S First LOTS 1 & STR/LB 2 FR6 (also known as 501 Seventh Avenue SE) and CARPENTER'S First LOTS 3, 4 & STR/LB 5 FR6 (also known as 515 Seventh Avenue SE);

Thence, southerly 140 feet to the alley between Seventh Avenue SE and Eighth Avenue SE;

Thence, westerly along the alley between Seventh Avenue SE and Eighth Avenue SE to the easterly right-of-way line with Fifth Street SE;

Thence, southerly along the easterly right-of-way line with Fifth Street SE to the southerly right of way line of Eighth Avenue SE;

Thence, westerly along the southerly right-of-way of Eighth Avenue SE to the point of beginning.

Introduced this 3rd Day of December, 2013.



Council Agenda Item Cover Sheet

Council Meeting Date: December 17, 2013

Submitting Department: Development Services

Presenter at meeting: Vern Zakostelecky
Email: v.zakostelecky@cedar-rapids.org

Phone Number/Ext: 319 286-5043

Alternate Contact Person: Joe Mailander
Email: j.mailander@cedar-rapids.org

Phone Number/Ext: 319 286-5822

Description of Agenda Item: ☐ Consent ☒ Ordinance ☐ Regular Agenda

First Reading of an Ordinance granting a change of zone for property at 4625 Tower Terrace Road NE from A, Agriculture Zone District to C-MU, Commercial Mixed Use Zone District as requested by Twisters Gymnastics and HJD Investments, LLC. CIP/DID #RZNE-002991-2013

Background:

The request for a Future Land Use Map Amendment (FLUMA) and rezoning of this property was reviewed by the City Planning Commission on June 27, 2013 and recommended for approval on a 6 to 2 vote. There were no objectors or concerned citizens present. City Council held public hearings for the FLUMA and rezoning on July 23, 2013. The applicant requested the City hold off on the readings of the Ordinance and voting on the Resolution for the FLUMA while issues regarding provision of water and sanitary sewer for the proposed development were worked out. The applicant has come to a resolution on these issues and now would like to complete the rezoning process.

The applicant is requesting rezoning to allow for the development of a gymnastics training and event facility. The applicant has also submitted a request to amend the Pleasant Prairie Area Neighborhood Plan Map to a Commercial designation. The request for rezoning was submitted without a Preliminary Site Development Plan. If the applications for the Plan Map amendment and rezoning are approved the applicant will need to submit for Preliminary Site Development Plan and Administrative Site Development Plan approval prior to commencing development of the site.

Application Process/Next Steps:

Actions	Comments
City staff review	<ul style="list-style-type: none"> City staff reviewed the application and recommended revisions, which were made.
City Planning Commission review	<ul style="list-style-type: none"> The City Planning Commission reviewed both applications on June 27, 2013 and recommended approval of both by a 6 to 2 vote. A portion of those minutes are included as Attachment A. There were no objectors and this is not a flood related item.
City Council consideration	<ul style="list-style-type: none"> A Public Hearing for the rezoning application was held on July 23, 2013 to consider these application & allow for public input.

	<ul style="list-style-type: none"> • The next step in the process is for City Council to hold the first reading of the ordinance. • Two additional readings of the Ordinance are required by State law before approval of the rezoning is final. • Approval of the rezoning will be subject to the conditions stated in the attached Ordinance.
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Action / Recommendation:

City staff recommends approval of the First Reading of the Ordinance for the rezoning.

Alternative Recommendation:

Table this item and request further information.

Time Sensitivity: N/A

Resolution Date: N/A

Estimated Presentation Time: 0 minutes/Ordinance Readings

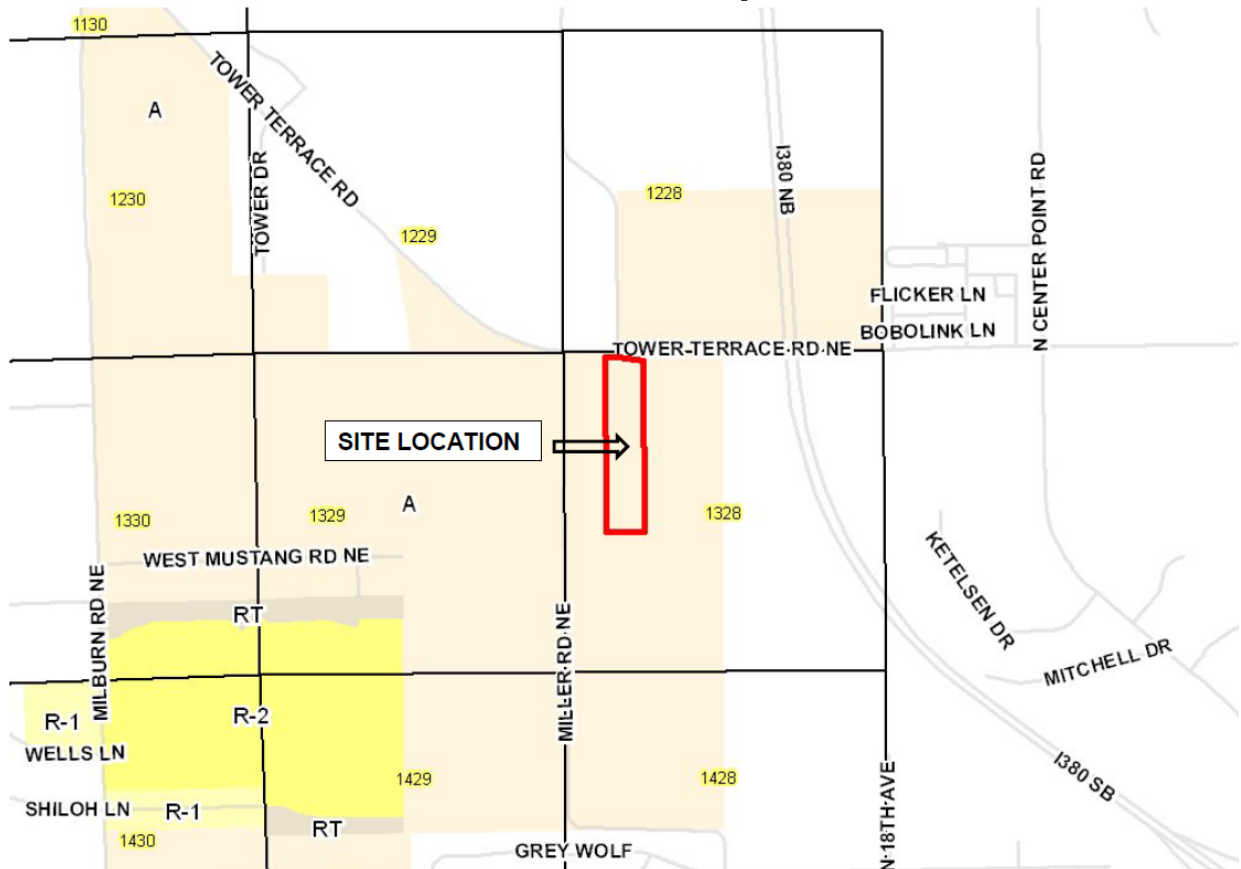
Budget Information (if applicable): N/A

Local Preference Policy Applies ☐ Exempt ☐

Explanation:

Recommended by Council Committee Yes ☐ No ☐ N/A ☒

Location Map





Attachment A
City Planning Commission
City of Cedar Rapids
101 First Street SE
Cedar Rapids, IA 52401
Telephone: (319) 286-5041

<p style="text-align: center;">MINUTES CITY PLANNING COMMISSION REGULAR MEETING, Thursday, June 27, 2013 @ 3:00 p.m. Cedar Rapids City Hall Council Chambers, 101 First Street SE</p>

Members Present: Scott Overland, Chair
 Jim Halverson, Vice – Chair
 Scott Friauf
 Gloria Frost
 Carletta Knox-Seymour
 Laura Seaton
 Allan Thoms
 Virginia Wilts

Members Absent: Mike Tertinger

DSD Staff: Vern Zakostelecky, Planner
 Joe Mailander, Manager
 Dave Houg, Zoning Specialist

CD Staff: Seth Gunnerson, Planner
 Alicia Abernathy, Administrative Assistant

The meeting was called to order at 3:01 p.m.

Opening statements were presented stating the protocol of the meeting and the purpose of the City Planning Commission.

Roll call was answered with seven (7) Commissioners present and two (2) absent.

Commissioner Overland stated Commissioners have received the minutes from June 6, 2013 and called for additions or corrections. Commissioner Thoms made a motion to approve the minutes from June 6, 2013. Commissioner Wilts seconded the motion. The motion passed unanimously with none opposed.

Commissioner Overland called for a motion to approve the agenda. Commissioner Frost made a motion to approve the agenda. Commissioner Halverson seconded the motion. The motion passed unanimously with none opposed.

REGULAR AGENDA

- 1. Case Name: 4625 Tower Terrace Road NE (FLUMA and Rezoning) Case No. FLUMA-003506-2013 and RZNE-002991; Case Manager: Vern Zakostelecky**

- a) Request for an amendment to the Future Land Use Map in the City's Comprehensive Plan from Office and Medium Density Residential to Commercial as requested by Twisters Gymnastics (Applicant) and HJD Investments LLC (Titleholder).
- b) Recommendation for approval of a rezoning from A, Agriculture Zone District to C-MU, Commercial Mixed Use Zone District as requested by Twisters Gymnastics (Applicant) and HJD Investments LLC (Titleholder).

Vern Zakostelecky, Development Services, stated the property is south of Tower Terrace Road and west of Interstate 380. The applicant is looking to develop a gymnastics training and event facility. The applicant is Twisters Gymnastics who currently own a facility in Hiawatha and are looking to develop a new facility. A site plan was not submitted with the rezoning so the site plan will return to City Planning Commission in the future. This is an amendment to the Pleasant Prairie Neighborhood Plan as the area was being contested for annexation by Hiawatha when the Comprehensive Plan was adopted. The Comprehensive Plan shows it as a future planning area. City staff met with the neighborhood residents and developed an area plan with a future land use map associated with the plan. Mr. Zakostelecky presented a location map and aerial photo pointing out the property location and the potential Tower Terrace Road Interchange. A neighboring property owner contacted City staff and pointed out a well is located on the property and requested the well be capped to ensure no future contamination. Mr. Zakostelecky presented the Pleasant Prairie Neighborhood Area Plan pointing out future road extensions in relation to the property.

Commissioner Overland called for questions of Mr. Zakostelecky. Commissioner Thoms stated by making this change, the City is committing to making the entire area commercial. Mr. Zakostelecky stated that is correct to a certain extent. This type of use is allowed in a commercial district but is more of a service related activity. The City does not currently have public sewer or water at this location and would have to provide a lift station to allow sewer and water.

Commissioner Thoms asked what was located west of the property. Mr. Zakostelecky stated a large lot single-family home is located west of the property. An effort has been made to reach out to the neighborhood in regard to the land use and rezoning changes.

Commissioner Halverson stated for the record his daughter was employed by Twisters Gymnastics and was a gymnast there for several years but he does not feel it would require recusal from the discussion. Commissioner Halverson asked why the conditions do not list the capping of the well. Mr. Zakostelecky stated it was not included in the staff report as the well was brought to staff attention a few days prior to the meeting but the capping of the well should be included in the motion as a condition.

Commissioner Overland called for a representative of the applicant. The applicant did not wish to speak. Commissioner Overland called for members of the public who wished to speak. No member of the public wished to speak.

Commissioner Overland called for a motion to approve the Future Land Use Map Amendment. Commissioner Halverson made a motion to approve the Future Land Use Map Amendment from Office and Medium Density Residential to Commercial with the additional condition of capping the well. Commissioner Knox-Seymour seconded the motion.

Commissioner Overland called for discussion on the motion. Commissioner Thoms stated he does not support the motion as there has not been a complete effort of determining what the use of the land is going to be overall. Commissioner Friauf stated Hiawatha, Marion and Cedar Rapids are spending a lot of money to get Tower Terrace Road to be a recognizable roadway and growth will happen rapidly once the roadway is complete. Mr. Zakostelecky stated Iowa DOT was weighed in on the development to ensure it does not interfere with the Tower Terrace Road Interchange. Commissioner Halverson stated this use is more conducive for the area rather than residential. Commissioner Thoms stated he is objecting to changing the land use to commercial.

Commissioner Overland called for a vote on the motion. The motion passed with a vote of six (6) to two (2).

Commissioner Overland called for a motion to approve the rezoning. Commissioner Friauf made a motion to approve the rezoning from A, Agriculture Zone District to C-MU, Commercial Mixed Use Zone District with the additional condition of capping the well. Commissioner Halverson seconded the motion.

Commissioner Overland called for discussion on the motion. No discussion was presented. The motion passed with a vote of six (6) to two (2).

The meeting was adjourned at 3:45 p.m.

Respectfully Submitted,

Alicia Abernathey, Administrative Assistant II
Community Development

ORDINANCE NO.

AN ORDINANCE PASSED IN ACCORDANCE WITH CHAPTER 32, AS
AMENDED, OF THE MUNICIPAL CODE OF CEDAR RAPIDS, IOWA,
BEING THE ZONING ORDINANCE, CHANGING THE ZONING DISTRICT
AS SHOWN ON THE "DISTRICT MAP" FOR THE PROPERTY MORE
PARTICULARLY DESCRIBED IN SECTION 1 OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA,
as follows:

Section 1. That in accordance with Chapter 32, as amended, of the Municipal Code
of Cedar Rapids, Iowa, being the Zoning Ordinance, that the property described as follows;

Lot 1, C & H Country Acres 1st Addition to Cedar Rapids, Linn County, Iowa.

and located at 4625 Tower Terrace Road NE, now zoned A, Agriculture Zone District, and as
shown on the "District Map," be rezoned and changed to C-MU, Commerical Mixed Use Zone
District, and that the property be used for such purposes as outlined in the C-MU, Commerical
Mixed Use Zone District, as defined in Chapter 32 of the Municipal Code of Cedar Rapids, Iowa.

Section 2. That this Ordinance and the zoning granted by the terms hereof are
subject to the conditions which have been agreed to and accepted prior to the passage of this
Ordinance in writing (shown by attached Acceptance) by the owners and are binding upon the
owners, successors, heirs, and assigns, as follows:

1. That a 50' half street ROW on Tower Terrace Rd. shall be dedicated with future site plan
submittal in accordance with ROW requirement for future Tower Terrace Road NE.
2. That future development under this rezoning action shall be subject to the RSDP review
process as set forth in Section 32.02.030.G. prior to issuance of building permit(s). Such
Development shall meet all City development standards in effect at the time of plan
submittal.
3. That this site shall be developed in compliance with the provisions of the Flood Plain
Management Ordinance.
4. Required buffer-yards and effective screening will be required where adjacent to an R
district or a variance be obtained.
5. That prior to or at the time of application for Preliminary Site Development Plan approval
the property owner shall provide evidence that the Iowa Department of Transportation
has review and signed off on the development plans for this site.
6. That prior to or at the time of application for Preliminary Site Development Plan approval
the property owner shall work with the City Public Works Engineering Department to
determine what if any right-of-way needs to be dedicated to provide for the extension of
future Edgewood Road through this general area north to Tower Terrace Road NE.
7. That prior to or at the time of application for Preliminary Site Development Plan the
property owner shall provide the City with a recorded agreement between the property
owner and the City of Hiawatha for provision of Hiawatha water for the property or

- evidence of Iowa DNR approval for a private well system to serve the property.
8. That at the time of application for Preliminary Site Development approval the property owner shall provide evidence of Linn County Health Department approval for private waste water disposal system to serve the property.
 9. That prior to issuance of a building permit the existing well on the property be capped and sealed and proof of this action be submitted to the City Development Services Department.

Section 3. That this Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Introduced this 17th day of December, 2013.